



City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

JULY 28, 2025

AT 5:30 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

Mayor Campbell Rich

Vice Mayor Christopher Collins

Commissioner Eula R. Clarke

Commissioner Laura Giobbi

Commissioner Sean Reed

ADMINISTRATIVE

City Manager, Michael J. Mortell

City Attorney, Lee J. Baggett

City Clerk, Mary R. Kindel

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

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

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

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

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

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

CONSENT CALENDAR

1. APPROVAL OF 07/14/2025 CCM MINUTES (RC)
2. AWARD OF ITB 2025-102 - CITY OF STUART VOCATIONAL PROJECT (RC):

RESOLUTION No. 07-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF INVITATION TO BID #2025-102, CITY OF STUART'S PROJECT LIFT VOCATIONAL PROJECT TO PROCTOR CONSTRUCTION COMPANY LLC OF VERO BEACH, FLORIDA, THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$6,474,356.85; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

3. THIRD PARTY BILLING CONTRACT FOR AMBULANCE / EMS SERVICES (RC):

RESOLUTION No. 73-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING A CONTRACT BETWEEN DIGITECH COMPUTER LLC AND THE CITY OF STUART FOR THIRD PARTY AMBULANCE/EMS BILLING SERVICES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

4. AUTHORIZATION TO EXECUTE AMENDMENTS TO LEASES WITH TENANTS AT 301 SE OCEAN BLVD (RC):

RESOLUTION No. 63-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF AMENDMENTS TO LEASES WITH TENANTS AT 301 SE OCEAN BLVD. BETWEEN THE CITY OF STUART AND VARIOUS TENANTS TO ALLOW FOR THE TERMINATION OF LEASES IN THE YEAR 2028; TO ALLOW STAFF TO RELOCATE IN ACCORDANCE WITH PRIOR COMMISSION ACTION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE FIRST READING

5. RESCISSION OF CITY OF STUART'S ORDINANCE NO. 2539-2025 (RC):

ORDINANCE No. 2543-2025; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RESCINDING CITY OF STUART ORDINANCE NUMBER 2539-2025 PURSUANT TO SECTION 28 OF FLORIDA SENATE BILL 180 WHICH WAS ADOPTED AND EFFECTIVE AS OF JULY 1, 2025; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

DISCUSSION AND DELIBERATION

- 6. DISCUSSION REGARDING THE MARTIN COUNTY COURTHOUSE PARKING REQUIREMENTS AND PROPOSED BRIGHTLINE FUTURE PARKING**
- 7. DISCUSSION WITH CITY COMMISSION REGARDING PUBLIC WORKSHOPS FOR 121 SW FLAGLER AVENUE**
- 8. DISCUSSION AND DELIBERATION ON THE FUTURE OF THE 1.97 ACRE COMMERCIAL LOT FRONTING NORTH US-1 OPPOSITE NORTH RIVER SHORES BOULEVARD**

ADJOURNMENT

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

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

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

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

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

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

Meeting Date: 7/28/2025

Prepared by: Nina Mullin

Title of Item:

APPROVAL OF 07/14/2025 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Minutes.

ATTACHMENTS:

1. 07/14/2025 CCM Minutes

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
JULY 14, 2025
AT 4:00 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

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

ADMINISTRATIVE

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

ROLL CALL

4:02 PM

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

INVOCATION

Chaplain Edward Skiba gave the Invocation.

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. TREASURE COAST WATERWAY CLEANUP WEEK - JULY 19 - 27, 2025

April Price, Event Coordinator for TCWC, and Anne Hawkins, City of Stuart Project Manager and site leader for Shepard Park cleanup location, received the proclamation that celebrated the organization's 18th event year.

2. PARKS & RECREATION MONTH - JULY 2025

Jim Chrulski, Director of Community Services, Michael Redstone, East 10th Street Community Center Supervisor, and Dar Monique Butler, Program Leader, gave a brief presentation on this year's theme and activities for Parks and Recreation Month and accepted the Proclamation.

PRESENTATIONS

3. SERVICE AWARDS - JULY 2025

Charvella Whitehead 25 Years (Not Present)

4. STUART VULNERABILITY ASSESSMENT REPORT PRESENTED BY CAPTEC ENGINEERING INC.

Ben Hogarth, Community Services Liaison, opened the presentation and introduced Joe Capra of Captec Engineering, who reported on the history and background, noted technical terminology, and provided a synopsis of the report within the presentation. In addition, he reviewed the grant funding opportunities and upcoming application deadline.

Mr. James Carne, P.E., presented the report for Captec Engineering.

Mr. Capra offered one-on-one appointments with Commissioners if requested.

5. FISCAL YEAR 2026 OPERATING BUDGET SNAPSHOT

Michael Mortell, City Manager, provided a brief review of legislative matters and timetables and noted that final numbers from the state are not yet available.

Louis "Joly" Boglioli, Finance Director, gave the presentation on the budget.

City Manager Mortell stated that they are looking for direction from the Commission on millage rate and to set the first budget workshop date.

The Commission's discussion included millage, services, and staff.

Roz Johnson Strong, Human Resources Director, came forward and commented on the hiring situation.

Scheduled Meetings as follows:

July 28, 2025 at 5:30 PM - Regular City Commission Meeting; Not to exceed millage rate discussion.

August 11, 2025 at 2:00 PM - Special Commission Meeting - Budget Workshop #1.

COMMENTS BY CITY COMMISSIONERS

Commissioner Reed

- Reported that he would not be in attendance at the July 28, 2025, Commission Meeting and at the July 31, 2025, Joint City/County/School Board Meeting.

Commissioner Giobbi

- Reported that she would not be in attendance at the July 31, 2025, Joint City/County/School Board Meeting.
- Commented on inquiries the Commissioners received and she is concerned about the same requests being received over and over, specifically two (2) issues regarding code

enforcement at 22 SE 11a St. and 43 SE Seminole St; both appear to be in violation under our code enforcement rules.

- Commented on the Conquistador lift station rehabilitation agenda items.
- Commented on the Community Development Block Grant (CDBG) and the completion of Mr. and Mrs. Hamilton project.
- Referred to Roberts Rules provided by City Attorney and commented on the Chair in recognizing a commissioner.

Commissioner Clarke

- Thanked the Community Services Department for their efforts on the Fourth of July celebration and all they do.
- Attended a Celebration of Life of Mary Jo Horton, an active member of the community.
- Inquired as to who plans to attend the Florida League of Cities Conference.
- Reported that she would not be available from July 30th - August 4th, 2025.
- Announced on July 17th, at the corner of Monterey Rd and US 1, there will be a memorial from 4:30 to 6:30 p.m., in remembrance of Congressman John Lewis.
- Commented that the CDBG grants have been managed well.

Vice Mayor Collins

- Requested Skate Park update. [Pinal Gandha-Savdas, CRA Director, stated that an update will be on the July 28th Joint Meeting Agenda.]
- Requested Brightline parking update. [City Manager Mortell reviewed past discussions and clarified the question being "Where is the courthouse parking going to be". Stated he will bring back as D&D at next Commission meeting]
- Requested an update for the 1895 church. [City Manager Mortell explained the details and stated a meeting is scheduled for July 16th; Mrs. Gandhi-Savdas provided the funding information for the Hamilton project.]
- Commented on the 2 acres north of the bridge, asked for parking lot and trailheads and stated bathrooms are not needed.

Mayor Rich

- Commented on the referendum of the two (2) acre parcel.
- Commented on the threats of legal action and the Commission communicating with these individuals, he suggested to involve the City Attorney and City Manager, because this action may be used against the City.
- Commented on the Emergency Act and all the ZIP decisions that are now rendered mute.

COMMENTS BY CITY MANAGER

City Manager Mortell

- Reported that the Fourth of July event was a success.
- Announced that there have been some vehicle break-ins in some neighborhoods and

warned the community to keep vehicles locked.

*** 8:03 PM Recess ***
*** 8:11 PM Reconvened ***

APPROVAL OF AGENDA

8:12 PM MOTION: Approve.
MOVED BY: Laura Giobbi
SECONDED BY: Eula Clarke
Motion approved unanimously.

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

None.

CONSENT CALENDAR

6. APPROVAL OF 06/23/2025 CCM MINUTES (RC)
7. AWARD OF ITB 2025-104, CITY OF STUART CONQUISTADOR LIFT STATION REHABILITATION (RC):

RESOLUTION No. 64-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF ITB 2025-104, CITY OF STUART CONQUISTADOR LIFT STATION REHABILITATION PROJECT TO G3 CONTRACTING, INC. DBA INDUSTRY STANDARD, THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$309,768.00; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.
8. BA #12 ACCEPT FIREWORKS DONATION MARTIN COUNTY (RC):

RESOLUTION No. 67-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NO. 12 TO THE FISCAL YEAR 2024-2025 OPERATING BUDGET; ACCEPTING A DONATION FROM MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS TO BE ALLOCATED TOWARDS THE 2025 CENTENNIAL SALUTE TO MARTIN COUNTY 4TH OF JULY FIREWORKS SHOW; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.
9. STUART HOUSING AUTHORITY APPOINTMENT - JEFFREY DOUGHERTY (RC):

RESOLUTION NO. 68-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RATIFYING THE APPOINTMENT OF

JEFFREY DOUGHERTY TO THE STUART HOUSING AUTHORITY, FULFILLING A VACANCY ON THE BOARD FOR A 4 - YEAR TERM FROM PRESENT TO MAY 21, 2029; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

- 10. INTERLOCAL AGREEMENT FOR TEMPORARY BUILDING INSPECTIONS AND PLAN REVIEW SERVICES (RC):**

RESOLUTION No. 70-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN COUNTY FOR THE TEMPORARY PROVISION OF BUILDING OFFICIAL, INSPECTION AND PLAN REVIEW SERVICES; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

8:13 PM MOTION: Approve.

MOVED BY: Christopher Collins

SECONDED BY: Eula Clarke

Motion approved unanimously.

COMMISSION ACTION

- 11. AUTHORIZATION TO SCHEDULE ATTORNEY-CLIENT SESSION (RC):**

RESOLUTION No. 65-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY ATTORNEY TO SCHEDULE AN ATTORNEY-CLIENT SESSION WITH THE CITY COMMISSION, CITY MANAGER, CITY ATTORNEY, AND OUTSIDE LEGAL COUNSEL REGARDING PENDING LITIGATION MATTERS PURSUANT TO FLORIDA STATUTES § 286.011(8); PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Attorney Baggett reported the recent update on the Giant Oil case and announced the withdrawal of the Agenda Item. No motion necessary, Resolution No. 65-2025 withdrawn and voided.

- 12. REQUESTING LETTER OF SUPPORT TO MARTIN COUNTY HUMAN SERVICES FOR JAG GRANT (RC):**

RESOLUTION No. 66-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING A LETTER OF SUPPORT TO MARTIN COUNTY HUMAN SERVICES FOR THE SUBMISSION OF AN APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FOR MENTAL HEALTH COURT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Manager Mortell provided the background on the request from Martin County.

**8:18 PM MOTION: Approve.
MOVED BY: Eula Clarke
SECONDED BY: Laura Giobbi
Motion approved unanimously.**

ORDINANCE SECOND READING

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

13. UPDATE REGARDING 121 SW FLAGLER AVENUE

City Manager Mortell presented the history of discussions, agenda items, and plans for the City Hall property and requested direction from the Commission.

Direction made by Commission to bring back an agenda item on the July 28th Commission meeting to schedule a Workshop in the Fall of 2025.

City Manager Mortell asked the Commission to bring back their thoughts on a facilitator, to higher a design company, number of workshops, etc.

ADJOURNMENT

9:04 PM

Mary R. Kindel, City Clerk

Campbell Rich, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 28th day of July, 2025.**

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

Meeting Date: 7/28/2025

Prepared by: Holly Vath

Title of Item:

AWARD OF ITB 2025-102 - CITY OF STUART VOCATIONAL PROJECT (RC):

RESOLUTION No. 07-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF INVITATION TO BID #2025-102, CITY OF STUART'S PROJECT LIFT VOCATIONAL PROJECT TO PROCTOR CONSTRUCTION COMPANY LLC OF VERO BEACH, FLORIDA, THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$6,474,356.85; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This solicitation was advertised in the Palm Beach Post on December 4, 2024, and released simultaneously on OpenGov Procurement and DemandStar, who collectively notified two thousand two hundred forty-two (2,242) potential bidders. Sixty-seven (67) potential bidders downloaded the bid specifications and plans. Three (3) bids were received by the bid opening of 1:00 pm on February 18, 2025.

The Engineer of record Kimley-Horn recommends award to Proctor Construction Company LLC, the lowest responsive, responsible bidder, for a total of six million four hundred seventy-four thousand three hundred fifty-six dollars and eighty-five cents (\$6,474,356.85)

Funding Source:

CRA - 107-56563-117

Recommended Action:

Approve Resolution R07-2025.

ATTACHMENTS:

1. R07-2025 ITB 2025-102
2. ITB 2025-102 Project Lift Contract
3. Exhibit A - CDBG COVID Grant Agreement
4. Exhibit B - ITB 2025-102 Proctor Construction Company
5. Exhibit C - ITB 2025-102 Invitation to Bid
6. Exhibit E - Proctor COI



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

RESOLUTION 07-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF INVITATION TO BID #2025-102, CITY OF STUART'S PROJECT LIFT VOCATIONAL PROJECT TO PROCTOR CONSTRUCTION COMPANY LLC OF VERO BEACH, FLORIDA, THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$6,474,356.85; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart entered into the competitive Invitation to Bid process in order to solicit qualified construction contractors for the demolition and construction the City of Stuart's Vocational Project (the "Project"); and

WHEREAS, the work will consist of furnishing all transportation, labor, materials, tools, equipment, services, permits, utilities and all other items which are necessary or appurtenant to construct and complete the entire project and construct the project designated in the Contract Documents, in accordance with the plans and specifications and subject to the requirements of the Contract Documents, and to leave the site in a neat and presentable condition; and

WHEREAS, Proctor Construction Company LLC responded to the Invitation to Bid and it was the lowest, most responsive and responsible bidder with a total unit price of \$6,474,356.85; and

WHEREAS, the City of Stuart desires to enter into an agreement with Proctor Construction Company LLC for the work under the Project; and

WHEREAS, the City Commission deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents of the City of Stuart and the public at large.

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

SECTION 1: The foregoing recitals are hereby ratified, confirmed and incorporated herein.

SECTION 2: The City Commission hereby approves the award of Invitation to Bid #2025-102, the City of Stuart's Vocational Project, to Proctor Construction Company LLC.

SECTION 3: The City Commission hereby authorizes the City Manager to execute the contract subsequent to final review and approval by the City Attorney.

SECTION 4: This resolution shall become effective 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:

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 28th day of July, 2025.

ATTEST:

CITY OF STUART, FLORIDA

MARY R. KINDEL
CITY CLERK

CAMPBELL RICH, MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY



“UNIT PRICE CONTRACT”

CONTRACTOR: Proctor Construction Company LLC

PROJECT: ITB 2025-102: City of Stuart Vocational Project

CONTRACT FOR SERVICES

THIS UNIT PRICE CONTRACT, hereinafter “Contract,” made and entered into the **28th of July, 2025** by and between **Proctor Construction Company LLC**, hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions, and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a Contract with Contractor for provision of City of Stuart Vocational Project (“Project”) by the Contractor and the payment for those services by City as set forth below. The Contractor acknowledges that the Project is funded through a federally funded Community Development Block Grant (CDBG) and therefore all services must be in compliance with all reporting and hiring requirements for federal funding. The Contractor agrees to be bound by the terms of the Federally Funded Community Development Block Grant CARES (CDBG-CV) Subgrant Agreement between the City and the State of Florida Department of Economic Opportunity which is incorporated herein and attached hereto as Exhibit “A.”

II. SCOPE OF SERVICES

Section 1. Services

The Contractor shall provide services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to construct the Project as provided on the approved schedule, hereinafter referred to as “Services.” Contractor shall work with City staff in advising the City regarding the Services as rendered. The Services will be those customarily attendant to construct the Project, as provided in the detailed scope of services to be performed and schedule of fees for those services and as described in the solicitation, specification, bid plans (Contractor’s response to ITB #2025-102). All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable federal funding governmental regulations.

Section 2. Extra Work by Change Order

If extra work is found necessary or desirable by the City arising out of or causing the modification of the specification or plans, an order for extra work shall be made and valid only by an executed Change Order. All work so ordered must be performed by the Contractor. The amount of compensation to be paid to the Contractor for any work so ordered shall be determined as follows:

A. By such applicable unit prices, if any, as are set forth in the Contract; or

B. If no such unit prices are set forth, then by a lump sum or other unit price mutually agreed upon by the City and the Contractor; or

C. If no such unit prices are set forth in the Contract, and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed, and the cost shall be determined as follows:

1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon, to which shall be added an amount equal to 15% of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.

2) For all materials used, the Contractor shall receive the actual cost of such materials delivered at the site and previously approved delivery point as established by original receipted bills. No percentage or extra charge shall be added to this cost.

3) For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economic performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage or extra charge shall be added to this sum.

4) The Contractor's profit shall be computed by adding 10% of the sum of Items 2 and 3. The total cost of performing this extra work shall be the sum of Items 1, 2, 3, and 4. Records of extra work done, if any, shall be reviewed at the end of each day by the Contractor and the City's Engineer of Record, duplicate copies of accepted records made and signed by both the Contractor and the City's Engineer of Record, and one copy retained by each.

D. Claim for payment for extra work shall be submitted by the Contractor upon a verified statement supported by receipted bills. Such statements shall be submitted for the current contract payment for the month in which the extra work was done. No claim for extra work shall be allowed unless the same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 Time of Performance

Upon award of this Contract by Resolution of the City's Board of Commissioners or Upon Emergency approval by City Manager, the effective date of this Contract shall be date of execution of this Contract by both City and Contractor. The Contractor shall began work within ten (10) calendar days after delivery of written Notice to Proceed, hereinafter "NTP", issued by Project Manager for the City to the Project Manager for the Contractor. All performance of the Contract Services shall be completed within **three hundred (300) calendar days** of the

date of issuance of the NTP. Commencement of the Contract Work by the Contractor shall be deemed a waiver of the issuance of the NTP and shall constitute the “Date of Commencement” for purposes of the completion deadline.

1.2 Liquidated Damages

The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the Contract Services is not completed within the time frame specified herein. The City and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Contract Services is not completed timely. Accordingly, instead of requiring any such proof, the City and Contractor agree that the Contractor shall pay to the City, as damages for non-completion of the work within the time stipulated for its completion, one hundred dollars (\$100.00) for each and every day for the first thirty (30) days and five hundred dollars (\$500.00) for each and every day thereafter, which exceeds the stipulated time for its completion, This amount is fixed and determined by the parties hereto as liquidated damages that the City will suffer by reason of such default, and not by way of penalty.

The City is hereby authorized to deduct any and all liquidated damages from the payments due to the Contractor which may be due or become due said Contractor for the work under this Contract, or as much thereof as the City may, at its own option, deem just and reasonable.

In addition to the liquidated damages hereinabove, the Contractor shall be responsible for reimbursing the City all expenses related to third party consultants in administering the Project beyond the Final Completion Date specified in this Contract.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

City will compensate Contractor for these Services in accordance with Contractor's pricing schedule formalized in “Price Proposal Form” to this Contract **not to exceed six million four hundred seventy-four thousand three hundred fifty-six dollars and eighty-five cents (\$6,474,356.85).**

2.2 Invoices

In accordance with the Local Government Prompt Payment Act, Florida Statutes § 218.70 *et. seq.*, Contractor shall submit periodic invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be certified by Contractor, detailed and itemized, and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

2.3 Payment

The City shall make progress payments to the Contractor on the basis of the approved partial payment request recommended by the Engineer of Record. The City shall retain five percent (5%) of the payment amount due to the Contractor until final completion and acceptance of all the work to be performed by the Contractor under the Contract Documents. Payment for Services rendered is due within thirty (30) days of receipt and approval of invoice by City. Payment is delinquent thirty (30) days following receipt and approval of invoice by City.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer of Record will promptly make such inspection and when the Engineer of Record finds the work acceptable under the terms of this Contract and the Contract is fully performed, the Engineer of Record will promptly issue a final completion certificate stating that the work provided for in this Contract has been completed, and acceptance by the City under terms and conditions hereof is recommended and the entire balance found to be due to the Contractor, will be paid to the Contractor by the City following City Commission approval of the final Contract payment.

The acceptance by the contractor of final payment shall be and shall operate as a release to the City from all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with the work under this Contract and for every act and neglect of the City and others related to or arising out of the work. Any payment, however, final or otherwise, shall not release the Contractor or its surety(s) from any obligations under the Contract Documents or the Payment and Performance Bonds.

Section 3. Guarantee and Warranty

The Contractor guarantees to repair, replace, or otherwise make good to the satisfaction of the City any defects in workmanship or material appearing in the work within twelve (12) months after the day the work is accepted by the Project Manager of the City. Contractor further guarantees the successful performance of the work for the Services intended. Neither inspection nor payment, including final payment by the City shall relieve the Contractor from his/her or its obligations to do and complete the work in accordance with this Contract. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the Contract Price shall be made therefore, or in the alternative, the City may sue for damages, or both. If the manufacture of materials provides a warranty or guarantee which is longer than twelve (12) months, the Contractor agrees to fully assist the City in making a claim for such warranty or guarantee. If the City deems it inexpedient to require the Contractor to correct deficient installation or repairs, an equitable deduction from the contract price shall be made therefore, in the alternative, the City may seek mediation or sue for damages, or both.

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records including electronic records of the Contractor involving transactions related to this Contract. The Contractor agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Contract. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract.

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Contract Work and shall bear all losses resulting to the Contractor because of bad weather, or because of errors or omissions in the bid on the Contract price, or as otherwise provided in the Contract Documents, because of any other causes whatsoever.

The Contractor shall assign a supervisory employee of the Contractor (the Contractor's "Project Manager") and identify to the City all assigned personnel working on the Contract. The Contractor's Project Manager is responsible to keep the City informed of the Contractor's activities and to have in place an electronic communication method (cellphone, radio, etc.) available at all times which can be used by the City's Engineer of Record, the City's Designated Representative, or the City's Project Manager to contact the Contractor's Project Manager. The Project Manager shall be responsible for overseeing all work performed by the Contractor, unless and until a replacement Project Manager is made by the Contractor and the City is informed of same by the Contractor in writing. If at any time the Project Manager is replaced during the term of this Contract, the Contractor must provide complete updated contact information and detailed information as requested, which may include a completed IRS Form I-9, and which must be approved by the City. Any change in Contractor's assigned personnel must also be provided in writing by the Contractor, and the City may reject any assigned personnel, for just cause given to the Contractor.

The Contractor is responsible to submit a proposed schedule to the City consisting of planned work to be accomplished. The City's Engineer of Record, or his/her designee, shall have approval authority over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the City's Project Manager, or his/her designee. The City reserves the right to change the schedule, with adequate notification, so the best benefit of the work can be achieved by the City, and to ensure reimbursement or replacement for loss or damage to property caused by negligence of the Contractor or any subcontractors.

5.3 Equipment

All equipment to be utilized by the Contractor to perform the Project, as detailed herein must be approved by the City's Engineer of Record or his/her designee. The Contractor specifically agrees to remove and replace any equipment judged by the City to be inadequate, dangerous, or poorly operating, or excessively noisy or dirty, or in any other material way disturbing to the public health, safety, or welfare.

5.4 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business), including those maintained electronically, and requested by City. Refusal to do so shall constitute a material breach of this contract and cause for cancellation of the Contract, and dismissal of any litigation.

5.5 Business Operations

- A. Hours of Operation: Unless otherwise directed by the City's Project Manager, the Contractor shall abide by the following schedule, and that all services required are provided between the hours of 7:00 AM and 5:00 PM local time. All work performed outside of these hours of operation must be approved in advance by the City's Project Manager or his/her designee.
- B. Weather Conditions: Upon approval by or at the direction of the City's Project Manager or his/her designee, the Contractor shall cease operations of Services during inclement weather conditions, or other

environmental conditions which may adversely affect the Contract Work or the health, safety, and welfare of the individual's working on the Project.

- C. Observed Holidays: The City observes New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day & Day After, and Christmas Eve & Day. No work shall be permitted on-site on those days without the express written consent of the City's Project Manager.

5.6 Public Safety and Convenience

In the Contractor's use of streets and public or private parking lots for the work to be done under these specifications, shall conform to all City, county, state and federal laws and regulations as applicable. The Contractor shall at all times conduct the Contract Work to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of Contract Work, and to cause the least amount of inconvenience to the general public and the residents in the vicinity of the Contract Work. The Contractor shall ensure the protection of persons and property, in a manner satisfactory to the City's Project Manager or his/her designee. There shall be no obstruction of the public travel lanes between the hours of 7:00-9:00 am and 4:00-6:00 pm without approval of the City's Project Manager.

5.7 Protection of Property

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a satisfactory, workmanlike manner. The Contractor shall at all times guard against damage or loss to the property of the City, including but not limited to safeguard sidewalks, curbing, road surfaces and motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the Contractor, which shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor. The City may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the Contractor.

Section 6. Termination

6.1 Termination for Convenience

The City or the Contractor may terminate this Contract upon thirty (30) day's written notice to the other party. In the event of any termination for convenience, the Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

6.2 Termination for Cause

The City may terminate this Contract for cause, as provided in this section, upon seven (7) days written notice whenever the City shall determine that the Contractor has failed to meet the performance requirement(s) of the Contract. If the Contractor is adjudged bankrupt or makes a general assignment for the benefit of his/her/its creditors, or if a receiver is appointed by a court of competent jurisdiction on account of Contractor's insolvency, or if Contractor fails to provide properly skilled personnel, or the proper Contract Work or Service in the sole discretion of the City, then the City can, terminate this Contract, without prejudice to any other right or remedy.

Section 7. **Project Managers**

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is the Engineer of Record or his/her designee, who is so designated to the Contractor.

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is:

Scott Delaney
Contact Name

sdelaney@proctorcc.com
Email Address

Section 8. **Indemnification of City**

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold the State of Florida Department of Economic Opportunity, City, its officials, employees and agents harmless from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent they may be caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor. Contractor shall separately obtain, maintain, and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 9. **Insurance.**

9.1. Requirements

Contractor shall procure and maintain insurance, in the amounts required in Section 4.5 of the Invitation to Bid. The City by and through its Risk Manager or City Attorney, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Financial Strength Rating (FSR) of at least A or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review a copy of Contractor's most recent annual report, or audited financial statement, or corporate tax return. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements.

9.2 Certificate of Insurance

The Contractor shall cause a Certificate of Insurance to be issued to the City, naming the "City of Stuart, Florida, its officials, employees and agents" as Named Insureds for all insurances pertaining. Such insurance must contain a provision for notification of the City 30 days in advance of any material change or cancellation. Certificates of all insurance required from the Contractor shall be attached to this Contract, made a part thereof, and shall be subject to the City's approval for adequacy.

Section 10. Miscellaneous

10.1 Venue in Martin County

Jurisdiction a venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

10.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

10.3 Attorney's Fees and Costs

In the event the event of a breach or default in the performance of any of the terms, covenants and conditions of this Contract, requiring a legal action to enforce the terms of the Contract, including without limitation, damages, specific performance, injunction, or any other legal action, the prevailing party shall be entitled to all reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

10.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, 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 parties 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 City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

10.5 Contract Amendment

The City reserves the right to delete, add or revise locations under this proposal at any time during the Contract term when and where deemed necessary. If any locations are added or deleted from the contract, the unit prices and rates quoted shall be used to determine the adjusted contract price.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

10.6 Contractual Authority

By signing this Contract, the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the Contractor that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. If a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of “apparent authority,” or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

10.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under Section 768.20, Florida Statutes, as amended from time to time.

10.8 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, and assigns, if any.

10.9 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet, or transferred to another party by either the City or the Contractor without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Contractor from employing such independent Contractors, associates and subcontractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

10.10 Other Entity Use

The Contractor may be requested to convey its proposal prices, contract terms and conditions, to other municipalities or other governmental agencies within the State of Florida, and such requests shall be reasonably honored by the Contractor.

10.11 Inspection

The Project will be inspected by the City’s Engineer of Record and the Project Manager (if a separate Project Manager is so appointed) for the City and will be rejected if it is not to conformity with the Contract provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for final inspection on a definite date, at least two (2) calendar days thereafter, which shall be stated in such notice.

10.12 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than the Contractor and the City.

10.13 Miscellaneous

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the Contract.

10.14. Non-Appropriation

This Contract shall be deemed effective, and continuing, only to the extent of the annual appropriations available and made by the City Commission.

Section 11. Public Records

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: In compliance with Section 119.12, Florida Statutes, if the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at cityclerk@ci.stuart.fl.us City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL 34994.

Furthermore, in compliance with F.S. 119.0701 the Contractor shall:

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

- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. [119.10](#).
- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I. A notice complies with subparagraph 2 above if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 12. Scrutinized Companies List

Pursuant to Sections 287.135, 215.4725, and 215.473, Florida Statutes prohibiting agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria; Contractor hereby certifies that it does not contract for such goods or services in any amount whatsoever, at the time of submitting to this ITB; and agrees that it shall not contract for such goods or services through the term of this Contract, including any renewals or extensions.

By signature on this Contract, Contractor certifies and attests, under penalty of perjury, that firm is not on any list, engaged in any business operations, or participating in any activities as specified in this section. If firm is found to be in violation of this Section, the Contract shall be terminated; and submission of such a false certification may subject Contractor to civil penalties, attorney's fees, and costs.

Section 13. Exhibits

The following Exhibits are attached to and made a part of this Contract:

Exhibit A – “Federally Funded Community Development Block Grant CARES (CDBG-CV) Subgrant Agreement between the City and the State of Florida Department of Economic Opportunity”

Exhibit B - "Proposal as Submitted by Respondent and Accepted by City"

Exhibit C - “Original Invitation to Bid as Issued by City, including all Addenda”

Exhibit D - “Performance and Payment Bond”

Exhibit E- “Certificate of Insurance”

Signatures are on following page

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IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MORTELL
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT
CITY ATTORNEY

CONTRACTOR

(Signature)

Printed Name

Title

Subgrant Contract Number: 22CV-S35
FLAIR Contract Number: H2510
CFDA Number: 14.228

State of Florida Department of Economic Opportunity

Federally-Funded Community Development Block Grant CARES (CDBG-CV) Subgrant Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as “DEO”), and the City of Stuart, Florida, hereinafter referred to as the “Recipient” (each individually a “Party” and collectively “the Parties”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116–136) (CARES Act) makes available \$5 billion in Community Development Block Grant coronavirus response (CDBG–CV) funds to prevent, prepare for, and respond to coronavirus.

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) administers the Community Development Block Grant (CDBG) Program and CDBG-CV Program at the Federal level and distributes grant funds to the states. The State of Florida has received CDBG-CV grant funds from HUD.

WHEREAS, DEO is the CDBG-CV grantee agency for the State of Florida, designated to receive funds annually for program purposes. As such, DEO is authorized to distribute CDBG-CV funds to the Recipient so that the Recipient may develop and preserve affordable housing, provide services to communities, and create and retain jobs.

WHEREAS, pursuant to the requirements of Title 2, Code of Federal Regulations (C.F.R.), part 200 and 24 C.F.R. § 570, the Recipient is qualified and eligible to receive these federal grant funds in order to provide the services identified herein.

NOW THEREFORE, DEO and the Recipient agree to the following:

(1) Scope of Work.

The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables and Part 4 and Appendix A from Part 9 of the Recipient’s Florida CDBG-CV Application for Funding submitted by the Recipient on November 1, 2021.

(2) Incorporation of Laws, Rules, Regulations, and Policies.

The Recipient agrees to abide by all applicable State and Federal laws, rules, and regulations, as now in effect and as may be amended from time to time, including but not necessarily limited to, the Federal laws and regulations set forth at 24 C.F.R. part 570 subpart I (the State Community Development Block Grant Program) and 24 C.F.R. part 58 (Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities) and chapter 73C-23.0081(2), Florida Administrative Code (F.A.C.), Effective: May 27, 2018.

(3) Period of Agreement.

This Agreement begins on March 1, 2022, (the “Effective Date”) and ends on September 30, 2023 (the “Expiration Date”), unless otherwise terminated as provided in this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

(4) Modification of Agreement.

(a) Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Recipient constitutes a request to negotiate the terms of this Agreement and DEO may accept or reject any proposed modification based on DEO's determination, and in its sole discretion, that any such acceptance or rejection is in the State's best interest.

(b) When requesting a modification, the Recipient shall electronically submit a cover letter signed by the Recipient's Chief Elected Official or by a duly-authorized Recipient's employee, officer, or board member, as evidenced by a written resolution or similar document. The letter must describe the need for the proposed changes and the effect that they will have on the project. If the modification requests a time extension, the letter must provide the justification for the extension. DEO shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to DEO in its sole discretion, and DEO's designee within the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Recipient's control, and include a performance plan that demonstrates the Recipient's capacity to perform and complete the remaining project tasks within the extension period. DEO may take into consideration the Recipient's progress and verifiable achievements at DEO's sole and absolute discretion. Upon expiration or termination of this Agreement, the Recipient shall follow the Agreement Closeout Procedures set forth in Attachment H, Reports.

(5) Records.

(a) The Recipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives shall have access to any of the Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records on-site to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six years from the date DEO issues the Final Closeout (as defined in rule 73C-23.0031(14), F.A.C.) for this award or for a period of three years from the date that DEO closes out the CDBG-CV program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever is later. The Recipient shall ensure that audit working papers are available upon request for a period of six years from the date of Final Closeout, unless extended in writing by DEO. The record retention period may be extended in the following circumstances:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.
3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement,

including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and all other applicable laws and regulations.

(g) The Recipient shall comply with the following procedures:

1. Funds that are advanced to a Recipient pursuant to this Agreement (“Advanced Funds”) shall be maintained in a bank account solely for Advanced Funds. No other funds, whether provided under this Agreement or otherwise, may be maintained in the Advanced Funds account, and Advanced Funds shall not be maintained in any other account.

2. For all other funds provided under this Agreement, the Recipient shall either (i) maintain all such funds in a separate bank account solely for such funds, or (ii) the Recipient’s accounting system shall have sufficient internal controls to separately track the expenditure of all such funds. Regardless of whether the Recipient is operating under subsection (i) or subsection (ii), any Advanced Funds under this agreement shall be maintained in a separate bank account specifically for Advanced Funds.

3. There shall be no commingling of any funds provided under this Agreement with any other funds, projects, or programs. “Commingling” of funds is distinguishable from “blending” of funds, which is specifically allowed by law. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (19)(e), Repayments of this Agreement.

(h) The Recipient, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. “Reasonable” shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

(6) Audit Requirements.

(a) The Recipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends \$750,000 or more in Federal awards from all sources during its fiscal year.

(b) The requirements listed in Attachment J, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within 60 calendar days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to audit@deo.myflorida.com. The Recipient’s timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient. This form is in addition to the Audit Certification Memo, Form CV-47, that must be sent to DEO if an audit is not required because the local government spent less than \$750,000 in Federal funds during the fiscal year.

(d) In addition to the submission requirements listed in Attachment J, the Recipient should send an electronic copy of its audit report or an Audit Certification Memo, Form CV-47, by June 30 following the end of each fiscal year in which it had an open CDBG-CV subgrant to the grant manager listed in Paragraph (14) Notice and Contact. The forms referenced in this Agreement are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the grant manager listed in Paragraph (14) Notice and Contact.

(7) Reports.

The Recipient shall provide DEO with all reports and information as set forth in Attachment H. The quarterly and administrative closeout reports must include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement.

The Recipient shall provide any additional program updates or information upon request by DEO. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in Paragraph (11) Remedies or otherwise allowable by law.

(8) Monitoring.

(a) The Recipient shall monitor its performance under this Agreement, including the performance of any subrecipients, subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being accomplished within the specified time periods included in Attachment C - Activity Work Plan and that other performance goals are being achieved. The Recipient shall perform a review for each function or activity in Attachment A - Project Description and Deliverables, Attachment B – Project Detail Budget, and Attachment C - Activity Work Plan, and shall include the results in the quarterly report.

(b) In addition to reviews of audits conducted in accordance with Paragraph (6) Audit Requirements, monitoring procedures may include, but are not limited to, on-site visits by DEO staff and limited scope audits. The Recipient shall comply and cooperate with any monitoring deemed appropriate by DEO. If DEO determines a limited scope audit of the Recipient is appropriate, the Recipient shall comply with any additional instructions provided by DEO to the Recipient regarding such audit. The Recipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by HUD, the Comptroller General of the United States, the Florida Chief Financial Officer, or Auditor General, in accordance with section 20.055(5), Florida Statutes (F.S.), or any Federal Office of the Inspector General.

(c) DEO shall monitor the Recipient's performance through desk monitorings and on-site monitoring visits. The Recipient shall always and contemporaneously maintain at Recipient's work sites and make available to DEO immediately upon DEO's request all Subgrant's records and documentation, including but not limited to: all Recipient's consultants' work products produced in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation. The Recipient shall supply data and make records available as necessary for DEO staff to complete an accurate evaluation of contracted activities. DEO will issue a monitoring report to the Recipient after each monitoring event. The Recipient shall reply in writing to any monitoring findings or concerns that require a response within 45 days of its receipt of DEO's monitoring report. DEO will clear any findings or concerns in writing once the Recipient has successfully addressed them. DEO will reject a Recipient's financial reimbursement request if a required response to a monitoring report is late.

(9) Liability.

(a) If the Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Recipient is solely responsible to the parties it deals with in carrying out the terms of this Agreement, and shall hold the State of Florida and DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of DEO, but is an independent contractor.

(c) If the Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., then the Recipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Recipient if sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract.

(d) The Recipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Recipient, its agents, employees, partners, or subcontractors; provided, however, that Recipient shall not indemnify, defend, and

hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

(e) Further, Recipient shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Recipient's products or DEO's operation or use of Recipient's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Recipient's opinion is likely to become the subject of such a suit, Recipient may, at Recipient's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Recipient is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Recipient shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

(f) Recipient's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Recipient (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Recipient's sole expense, and (3) assistance in defending the action at Recipient's sole expense. Recipient shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Recipient's prior written consent, which shall not be unreasonably withheld.

(g) The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Recipient, retain such monies from amounts due Recipient as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Recipient or its affiliates to the State against any payments due Recipient under any Agreement with the State.

(10) Events of Default.

If any of the following events occur ("Events of Default"), DEO may, in its sole discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (11) Remedies, or pursue any remedy at law or in equity, without limitation. DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in the Recipient's Application for Funding, this Agreement, or any previous agreement with DEO is or becomes false or misleading in any respect, notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any material adverse change occurs in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within 30 calendar days from the date written notice is sent by DEO;

(c) If the Recipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by DEO; or

(d) If the Recipient has failed to perform, or timely complete, any of its obligations under this Agreement, including attending DEO's Implementation Workshop.

(11) Remedies.

If an Event of Default occurs, then DEO shall, upon 30 calendar days written notice to the Recipient and upon the Recipient's failure to cure within those 30 calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon 24-hour written notice from the date notice is sent by DEO, in conformity with Paragraph (14) of this Agreement, Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

- (d) Demand that the Recipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds; or
- (e) Exercise any corrective or remedial actions, including but not limited to:
 1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
 or
 3. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question.
- (f) Pursuing any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement, or failure to insist upon strict performance by DEO will not affect, extend, or waive any other right or remedy available to DEO, or affect the later exercise of the same right or remedy by DEO for any other default by the Recipient.

(12) Dispute Resolution.

Disputes concerning the performance of the Agreement shall be decided by DEO, which shall reduce the decision to writing and serve a copy on the Recipient. The decision will be final and conclusive unless within 21 days from the date of receipt, the Recipient files a petition for administrative hearing with DEO's Agency Clerk. DEO's decision on the petition shall be final, subject to the Recipient's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Recipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

(13) Termination.

- (a) DEO may suspend or terminate this Agreement for cause upon 24-hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Recipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Recipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs.
- (b) DEO may terminate this Agreement, in whole or in part, for convenience by providing the Recipient 14-days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Recipient shall continue to perform any work not terminated. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.
- (c) The Parties may terminate this Agreement for their mutual convenience in writing, agreed upon by the Parties. The termination must include the effective date of the termination.
- (d) If this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Recipient's receipt of the termination notice. The Recipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Recipient. DEO may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due DEO from the Recipient is determined.
- (e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(14) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement. All notices sent to the grant manager via email shall copy the CDBG grants management inbox at CDBGGrantsManagement@deo.myflorida.com.

(b) The name and address of the grant manager for this Agreement is:

Ava Dillard, Government Operations Consultant III
Florida CDBG-CV Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508
Telephone: (850) 717-8435 – Fax: (850) 922-5609
Email: Andrea.Pelton@deo.myflorida.com; CC: CDBGGrantsManagement@deo.myflorida.com

(c) The name and address of the Recipient Project Contact for this Agreement is:

Pinal Gandhi-Savdas
CRA Manager
121 SW Flagler Avenue
Stuart, Florida, 34994
Telephone: (772) 283-2532 - Fax: (772) 288-5388
Email: Pgandhi@ci.stuart.fl.us

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative shall be provided as stated in Paragraph (14) of this Agreement.

(15) Contracts.

(a) If the Recipient contracts any of the work required under this Agreement, a copy of the proposed contract, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Recipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority business enterprise, as defined in section 288.703, F.S. The Recipient shall comply with the procurement standards in 2 C.F.R. §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement. Any contract shall include the applicable Appendix II to 2 C.F.R. part 200 contract provisions for non-federal entity contracts. Documentation must also be maintained on-site by the Recipient. The Recipient shall include the following conditions in any contract:

1. that the contractor is bound by the terms of this Agreement;
2. that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
3. that the contractor shall hold DEO and the Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
4. provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement; and
5. the contractor shall include the foregoing provisions in any contract for the performance of any work contemplated by this Agreement.

(b) For any contract that the Recipient executes for administrative services with a consultant that produced work products in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation, the Recipient shall include the following conditions:

1. that all original income survey forms shall be turned over to the Recipient; and

2. that copies of any spreadsheets produced to compile survey results shall be given to the Recipient.

(16) Terms and Conditions.

This Agreement, and the attachments and exhibits hereto, contains all the terms and conditions agreed upon by the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

(17) Attachments.

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- (b) This Agreement contains the following attachments:

Attachment A – Project Description and Deliverables

Attachment B – Project Detail Budget (Example)

Attachment C – Activity Work Plan (Example)

Attachment D – Program and Special Conditions

Attachment E – Project Specific Conditions

Attachment F – State and Federal Statutes, Regulations, and Policies

Attachment G – Civil Rights Requirements

Attachment H – Reports

Attachment I – Warranties and Representations

Attachment J – Audit Requirements

Exhibit 1 to Attachment J – Funding Sources

Attachment K – Audit Compliance Certification

Attachment L – CDBG-CV Subrogation Agreement

(18) Funding/Consideration.

- (a) The funding for this Agreement shall not exceed Four Million, Seven Hundred and Ninety-One Thousand Dollars and Zero Cents (\$4,791,000.00) subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

- (b) DEO will provide funds to the Recipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Recipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.

- (c) The Recipient hereby certifies to DEO that written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG-CV program for which the Recipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. DEO has included, and the Recipient shall perform, any necessary special conditions added to Attachment D by DEO, where DEO's grant manager determined at the site visit that any of the Recipient's procedures were deficient.

- (d) The Recipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.

(e) The Recipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Recipient set forth on the SERA Access Authorization Form, provided by DEO, must approve the submission of payment requests on behalf of the Recipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-CV funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(i), Mandated Conditions, of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate, and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within 30 calendar days of receiving notice from DEO.

(h) The Recipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Recipient to complete any Project Implementation Deliverables listed in Attachment B. The Recipient shall send a representative, either an employee or an elected official, to DEO's Implementation Workshop for the funding cycle so that it learns its responsibilities under the Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S. Failure to send a representative to the Implementation Workshop is an Event of Default as set forth in Paragraph (10) of this Agreement, Events of Default.

(19) Repayments.

(a) The Recipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Recipient shall ensure that its subrecipients, contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Pursuant to 24 C.F.R. § 570.489(b), the Recipient may request reimbursement for eligible application preparation costs that were listed in the Recipient's Application for Funding.

(b) In accordance with section 215.971, F.S., the Recipient shall refund to DEO any unobligated funds which have been advanced or paid to the Recipient.

(c) The Recipient shall refund to DEO any funds paid in excess of the amount to which the Recipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Recipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided however, the Recipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Recipient is at fault for the ineligibility of the activity in question.

(e) The Recipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Recipient within 30 calendar days after DEO has notified the Recipient of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Recipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs
Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(20) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in its Application for Funding, in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials are incorporated by reference. DEO may terminate this Agreement upon 24-hours written notice if any information, representation, or material submitted by the Recipient is inaccurate or false.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial. If any provision of this Agreement conflicts with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list. The Recipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(g) Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Recipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(h) If the Recipient is not a local government or state agency and it receives funds under this Agreement from the Federal government, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in Subparagraph (20)(h)2., Mandated Conditions, of this Agreement; and
4. Have not within a five-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
5. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement. In addition, the Recipient shall send a completed Form CV-37, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions), to DEO for each contractor, and a completed Form CV-38, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Subcontractor), to DEO for each subcontractor. A completed Form CV-37 must be received by DEO before the Recipient enters into a contract with the respective contractor, and a completed Form CV-38 must be received by DEO before a contractor enters into a subcontract with the respective subcontractor.
 - (i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - (j) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.475.
 - (k) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.
 - (l) The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.
 - (m) The Recipient shall comply with section 519 of Public Law 101-144 and section 906 of Public Law 101-625 by having, or adopting within 90 days of execution of this Agreement, and enforcing, the following:
 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
 - (n) Upon expiration or termination of this Agreement the Recipient shall transfer to DEO any CDBG-CV funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-CV funds.
 - (o) Any real property under Recipient's control that was acquired or improved in whole or in part with CDBG-CV funds (including CDBG-CV funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:
 1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
 2. If not used to meet a national objective, Recipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-CV funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.

(21) Lobbying Prohibition.

- (a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- (b) The Recipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

3. The Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (21), above.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(22) Copyright, Patent, and Trademark.

(a) Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Recipient to the State of Florida.

(b) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(c) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(d) Within 30 calendar days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) Legal Authorization.

(a) The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient certifies that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Recipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Recipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Recipient's ability to satisfy its Agreement obligations. The Recipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(24) Public Record Responsibilities.

(a) In addition to the Recipient's responsibility to directly respond to each request it receives for records made or received by the Recipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Recipient shall notify DEO of the receipt and content of such request by sending an email to PRRequest@deo.myflorida.com within one business day from receipt of such request.

(b) The Recipient shall keep and maintain public records, on-site as required by DEO, to perform the Recipient's responsibilities hereunder. The Recipient shall, upon request from DEO's custodian of public records, provide DEO 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 by chapter 119, F.S., or as otherwise provided by law. The Recipient shall allow public access to all documents, papers, letters or other materials made or received by the Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Recipient in conjunction with this Agreement, the Recipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011(2), F.S., the Recipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Recipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Recipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Recipient"), the Recipient shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If the Recipient transfers all public records to the public agency upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Recipient of the request as soon as practicable, and the Recipient must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Recipient does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Recipient who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) The Recipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in the Recipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Recipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

(g) The Recipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Recipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Recipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

(h) If the Recipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Recipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S.,

prior to submittal of the record to DEO serves as the Recipient's waiver of a claim of exemption. The Recipient shall 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 Recipient does not transfer the records to DEO upon completion, including termination, of the Agreement.

(i) IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, the Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that the Recipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Recipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. The Recipient is prohibited from using Agreement information, or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

(l) The Recipient shall comply with the requirements set forth in section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Recipient shall amend each of the Recipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Recipient does not comply with this provision.

(25) Employment Eligibility Verification

(a) Section 448.095, F.S. requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work

in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

- (c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(26) Program Income.

(a) The Recipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG-CV funds made available under this Agreement as part of the Recipient's Quarterly Progress Report, Form CV-65. The Recipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200; 24 C.F.R. part 570; sections 290.046-290.048, F.S.; chapter 73C-23.0051, F.A.C., and the terms of this Agreement.

(b) The Recipient shall return all program income generated after closeout to DEO. The Recipient shall return all program income generated prior to closeout to DEO unless the program income is used to fund additional units of CDBG-CV activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout. DEO or the State may require remittance of all or a portion of any balance of a Recipient's program income at the end of a program year.

(27) Independent Contractor.

(a) In the Recipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Recipient is always acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Recipient shall always remain an independent contractor with respect to the services to be performed under this Agreement.

(b) The Recipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida. Nor shall the Recipient represent to others that, as the Recipient, it has the authority to bind DEO unless specifically authorized to do so.

(c) Neither the Recipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Recipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(e) Unless justified by the Recipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to the Recipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Recipient's use of funds under this Agreement. The Recipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Recipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Recipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

(28) Executive Order 21-223

Pursuant to State of Florida Executive Order Number 21-223, Recipient shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, Recipient shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

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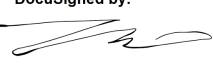
State of Florida
Department of Economic Opportunity
Federally Funded Subgrant Agreement
Signature Page

Subgrant Contract Number: 22CV-S

FLAIR Contract Number: H2510

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in all Attachments and Exhibits hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they have read and understand the Agreement and Attachments and Exhibits' terms and conditions on the day, month, and year set forth below.

City of Stuart, Florida

By:  Date: 1/21/2023
DocuSigned by:
00B4888030A4448...
 (Authorized Signature)

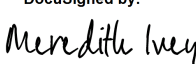
Name: Troy McDonald

Title: Mayor

Federal Tax ID#: 59-6000433

Unique ID #: PB6TP1N2JTV7

Department of Economic Opportunity

By:  Date: 3/9/2023
DocuSigned by:
52B8B3C402F445...
 (Authorized Signature)

Name: Meredith Ivey

Title: Acting Secretary

Approved as to form and legal sufficiency,
 subject only to the full and proper execution
 by the Parties

Office of the General Counsel
 Department of Economic Opportunity

By: 
DocuSigned by:
6EUC368A738D440
 Approved Date: 1/23/2023

Attachment A – Project Description and Deliverables

- 1. PROJECT DESCRIPTION:** The City of Stuart (“Recipient”) has been selected to participate in the CDBG-CV Program. The Recipient will use CDBG-CV funds to acquire Willie Gary building located at 720 SE Martin Luther King Jr. Blvd. in East Stuart. The facility will be rehabilitated to accommodate small business incubation and job training. The national objective will come from assistance to small businesses, job training and new jobs. The vision of the Stuart Training and Entrepreneur Center is to build sustainable businesses in underrepresented neighborhoods. The graduate companies will generate new employment opportunities, improve the City's economy, and enhance the sustainability of the regional marketplace.
- 2. RECIPIENT RESPONSIBILITIES:** The Recipient shall timely perform the Deliverables and Tasks described in Attachment A – Project Description and Deliverables, and in doing so, the Recipient shall comply with all the terms and conditions of this Agreement. The Recipient shall agree to a written budget (“Project Detail Budget”), subject to the approval of DEO and in conformity with the current example attached to the Agreement as Attachment B. The Project Detail Budget must identify the maximum reimbursement amount allowed for the Deliverables and Tasks described in Attachment A. The Recipient shall also agree to and shall timely perform the activities as specified within an Activity Work Plan, subject to the approval of DEO and in conformity with the current example attached hereto as Attachment C. The Project Detail Budget and the Activity Work Plan may be modified by the unilateral determination of DEO or by mutual consent of the Parties.
- 3. DEO’S RESPONSIBILITIES:** DEO shall receive and review the Project Deliverables and, upon DEO’s acceptance of the Deliverables and receipt of the Recipient’s pertinent invoices in compliance with the invoice procedures of this Agreement, DEO shall process payment to the Recipient in accordance with the terms and conditions of this Agreement.
- 4. DELIVERABLES:**

Recipient agrees to provide the following services as specified:

Deliverable No. 1 – Project Implementation		
Tasks	Minimum Level of Service (to Submit a Request for Payment)	Financial Consequences
The Recipient shall complete tasks listed below under the Project Implementation of this Scope of Work.	The Recipient shall be reimbursed upon completion of a minimum of one Project Implementation task on a per completed task basis. The Recipient’s completion of the tasks will be evidenced by invoices noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.
Deliverable No. 2 – Engineering Services		
Tasks	Minimum Level of Service (to Submit a Request for Payment)	Financial Consequences
The Recipient shall complete tasks listed below under the Engineering Services of this Scope of Work.	The Recipient shall be reimbursed upon completion of a minimum of ten percent (10%) of one Engineering Services task. The Recipient’s completion of the tasks	Failure to perform the Minimum Level of Service shall result in nonpayment for this

Attachment A – Project Description and Deliverables

	shall be evidenced by invoices noting the percentage of the tasks that have been completed.	deliverable for each payment request.
Deliverable No. 3 – Construction		
Tasks	Minimum Level of Service (to Submit a Request for Payment)	Financial Consequences
The Recipient shall complete construction as detailed in Section 1 of this Scope of Work.	Following a draw for mobilization*, the Recipient shall be reimbursed upon completion of a minimum of ten percent (10%) of the overall project. As evidence of percentage completed, the Recipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project. *Mobilization refers to a contractor's mobilization of equipment, materials, and barriers to the work site(s).	Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.
Total Award Not to Exceed: \$4,791,000.00		

Project Implementation Deliverable

Tasks that are eligible for reimbursement under the Project Implementation Deliverable are as follows:

- Paid application preparation costs,
- Developed policies for the Recipient related to special conditions listed in this subgrant agreement,
- Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient's area,
- Conducted activities related to the HUD-related environmental review,
- Prepared public notices for publication,
- Submitted public notices for publication,
- Maintained financial records related to project activities on-site,
- Conducted a Fair Housing activity,
- Attended pre-bid conference, bid opening, or preconstruction meeting,
- Reviewed contractor payrolls and interview employees to determine compliance with the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-kickback" Act,
- Maintained client files,
- Attended meetings of the Recipient's local governing body to provide progress reports on subgrant activities,
- Prepared documentation for and attend on-site monitoring visits by DEO,
- Prepared requests for funds for submission by the Recipient's authorized employee,
- Prepared subgrant modification documents for the Recipient to submit to DEO,
- Prepared the Administrative Closeout Report for submission by the Recipient,
- Prepare and submit detailed quarterly progress report, Section 3, or MBE/WBE report to DEO,
- Responded to citizen complaints,
- Prepared responses to monitoring findings and concerns for Recipient to submit to DEO or HUD,
- Paid advertising costs of public notices and invitations to bid,

Attachment A – Project Description and Deliverables

- Paid permit fees,
- Paid legal fees,
- Paid invoices for environmental review activities other than advertising, and
- Paid CDBG portion of required audit.

Engineering Services Deliverable

Tasks that are eligible for reimbursement under the Engineering Services Deliverable are as follows:

- Basic Engineering Services
 - a) Developed the plan drawings for the project,
 - b) Developed the specifications for the project,
 - c) Developed the bid documents for the project,
 - d) Prepared permit applications,
 - e) Attended pre-bid/pre-construction conference,
 - f) Prepared change orders, and
 - g) Reviewed construction bids and make recommendation to the Recipient.
- Resident Inspection
 - a) Inspected construction activities for consistency with plans and specifications, and
 - b) Reviewed construction invoices and certify costs.
- Preliminary Engineering Services
 - a) Provided a cost estimate of the project, and
 - b) Assessed sites for the project.
- Additional Engineering Services
 - a) Conducted site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required, such as route surveys,
 - b) Conducted laboratory tests, well tests, borings, and specialized geological soils, hydraulic, or other studies recommended by the engineer,
 - c) Conducted property surveys, detailed description of sites, maps, drawings, or estimates related to them, assistance in negotiating for land and easement rights,
 - d) Gathered necessary data and file maps for water rights,
 - e) Conducted redesigns ordered by the owner after final plans have been accepted by the owner and the local government, except redesigns to reduce the project cost to within the funds available and projects which received “readiness to proceed” points or a planning and design grant,
 - f) Appeared before courts or boards on matters of litigation or hearings related to the project,
 - g) Conducted environment assessments or environmental impact statements,
 - h) Performed detailed staking necessary for construction of the project in excess of the control staking,
 - i) Provided an operation and maintenance manual for a facility,
 - j) Conducted activities required to obtain state and federal regulatory agency construction permits,
 - k) Designed hookups, and
 - l) Paid the cost of engineering specialties such as electrical; hydro-geological services; biologists; and heating, ventilation, and air conditioning (HVAC).

COST SHIFTING: The deliverable amounts specified within Section 4 of this Scope of Work are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO’s ability to approve and

Attachment A – Project Description and Deliverables

reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

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Attachment B – Project Detail Budget (Example)

Recipient: City of Stuart Modification Number: Contract Number: 22CV-S35

Activity		Accomplishments		Beneficiaries				Budget			
Activity #	Description	Unit	Number	VLI	LI	MI	All	CDBG-CV Amount	Other Funds	Source*	Total Funds
Totals:											

* Show the sources and amounts of “Other Funds” needed to complete the project below, including local funds, grants from other agencies and program income.

Source	Other Funds Counted as Leverage	Other Funds Not Counted as Leverage
1.		
2.		
3.		
4.		
5.		

Attachment C – Activity Work Plan (Example)

Recipient: City of Stuart Activity: _____ Project Budget: _____

Contract Number: 22CV-S35 Date Prepared: _____ Modification Number: _____

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” <i>Examples of Actions:</i> Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.	Estimated Units to be Completed by the “End Date”	Estimated Funds to be Requested by the “End Date”

Attachment D – Program and Special Conditions

Program Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion.
 - a. Within 120 calendar days of the subgrant award, the Recipient shall complete the following activities:
 - Request approval for all professional service contracts; and
 - Submit an initial payment request for administrative services, if applicable.
 - b. Within 180 calendar days of the subgrant award, the Recipient shall complete the following activities:
 - Complete the environmental review and submit the Request for Release of Funds and Certification (form HUD-7015.15) to DEO for review; and
 - Request a wage decision(s) using DEO form CV-56 for applicable construction activities if points were received on the application for “Readiness to Proceed;”
 - c. The Recipient shall advertise for its construction procurement within 30 calendar days after receiving its Authority to Use Grant Funds (form HUD-7015.16) and DEO’s written acceptance of the plans and specifications if Recipient received points for “Readiness to Proceed” on its Application for Funding.
 - d. If the Recipient did not receive points for “Readiness to Proceed,” it must request a wage decision(s) using DEO form CV-56 at least 30 days before advertising for its construction procurement.
2. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in Attachment B -Project Detail Budget, Attachment A- Project Description and Deliverables, Recipient Responsibilities, and Attachment C - Activity Work Plan.
3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original CDBG-CV Application for Funding submitted to DEO, unless pre-agreement costs were approved in writing by DEO.
4. The Recipient shall not exclude any firm from submitting a bid or proposal for any work funded partially or wholly with CDBG-CV funds based on a minimum experience requirement. However, a firm’s experience can be considered as an evaluation factor in the ranking for professional services and taken into account in evaluating the “responsibility” of a firm when determining the “low, responsive, responsible bidder” for services procured through bids, as required by 2 C.F.R. § 200.319(a).
5. CDBG-CV procurement for consultant services and construction activities requires public notice in a newspaper of general circulation in the county where the Recipient is located. The public notice shall include the following criteria for the procurement process to meet legal requirements and be approved:
 - a. If the notice is published in a newspaper that is located in an Office of Management and Budget (OMB) designated metropolitan statistical area (MSA), only one responsible and responsive bid or proposal is needed to complete the procurement process. If the notice is not published in a newspaper that is located in an MSA, at least three responsible and responsive bids or proposals must be received by the Recipient to complete the procurement process;
 - b. A Recipient, whose newspaper of general circulation is not located in a MSA, may advertise in both a local newspaper and a newspaper in a nearby MSA. In this case, only one responsible and responsive bid or proposal would be needed to complete the procurement process;

Attachment D – Program and Special Conditions

- c. The public notice must be published at least 12 days before the deadline for receipt of the proposals or bids. For construction activities, the public notice period shall conform to section 255.0525, F.S. regarding the numbers of days between publishing the notice and bid opening;
- d. Nothing in subparagraphs a., b., or c., above shall preclude the Recipient from using additional media to solicit bids related to procurement of professional services and construction activities;
- e. Each public notice for procurement of CDBG-CV professional services, except for application preparation, must identify either the CDBG funding source (CDBG-CV) or the CDBG-CV contract number;
- f. In procuring services for subgrant administration, the public notice or the Request for Proposals must include all the criteria that will be used to evaluate and score the proposals. Any firm that assists the Recipient in developing or drafting criteria used in the Request for Proposals (RFP) shall be excluded from competing for the procurement as required by 2 C.F.R. § 200.319; and
- g. Any RFP which includes more than one service shall provide the following:
 - Proposals may be submitted for one or more of the services;
 - Qualifications and proposals shall be separately stated for each service; and
 - Separate evaluations shall be done on the proposals for each service.

If separate procurements result in one firm being selected for both application and administration services, those services may be combined into one contract provided there are separate scopes of work and a separate fee for each service.
6. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published RFP.
7. The Recipient is not required to publish an RFP for subgrant administration if it decides to contract with its Regional Planning Council to administer the subgrant.
8. A Recipient may use the design engineer for services during construction if DEO determines that the procurement for design services is compliant with 2 C.F.R. part 200 and the RFP specifically included services during construction in the scope of work.
9. For construction procurement, if other funding sources will be included in the bid documents, the activities to be paid for with CDBG-CV funds must be shown separately so that the bid proposal identifies the CDBG-CV activities and the amount of the contract to be reimbursed with CDBG-CV funding.
10. Construction contracts shall be awarded to the low, responsive and responsible bidder. If all bids exceed the available funds, the Recipient can apply one or more deductive bid alternates to determine the low, responsive and responsible bidder. The Recipient can reject all bids if they exceed the available funds and republish the notice.
11. The Recipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with CDBG-CV funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. A copy of the Request for Proposals (RFP);
 - b. A copy of the RFP advertisement, including an affidavit of publication from the newspaper;
 - c. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);
 - d. Documentation of all efforts to get MBE/WBE firms to submit proposals;
 - e. For engineering/architecture contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);

Attachment D – Program and Special Conditions

- f. Completed and signed final evaluation/ranking forms for all firms submitting a proposal and a scoring summary sheet;
- g. A copy of the cost analysis for administrative services procurements, or if multiple responses to the RFP were received, a copy of the price analysis;
- h. A copy of a cost analysis for all procurements of engineering services;
- i. A copy of the minutes from the commission/council meeting approving contract award;
- j. A copy of the proposed contract;
- k. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
- l. If a protest was filed, a copy of the protest and documentation of resolution;
- m. The Recipient shall request DEO's approval of a single source procurement if only one firm was considered and the contract exceeds \$35,000. The Recipient shall not enter into a contract to be paid with CDBG-CV funds based on a sole source or single proposal procurement without prior written approval from DEO. Failure to secure prior written approval shall relieve DEO of any obligation to fund the said procurement contract or agreement. DEO shall disallow any payments to the Recipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Recipient has not obtained DEO's approval; and
- n. If a regional planning council or another local government is selected to administer subgrant activities, the Recipient shall submit only a copy of the contract or agreement and cost analysis information.

DEO will either approve the procurement or notify the Recipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.

The Recipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-CV funds to pay for professional services.

- 12. Prior to the obligation or disbursement of any funds, except for administrative expenses not to exceed \$5,000, the Recipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 11 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-CV funds for that contract.
 - b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Recipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. **The Recipient shall not commit funds or begin construction before DEO has issued the "Authority to Use Grant Funds."**
 - c. The Recipient shall obtain approval from DEO prior to requesting CDBG funds for engineering activities and costs which are additional engineering services as defined in rules 73C-23.0031(1)(a)-(l), F.A.C.
- 13. The Recipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

Attachment D – Program and Special Conditions

If the Recipient undertakes any activity subject to the URA, the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Recipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-CV-assisted project.

14. For construction projects, the Recipient shall, prior to being reimbursed for more than \$15,000 for administrative services, provide to DEO a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish DEO, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$35,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until DEO has provided its written acceptance of the engineering specifications, construction plans, and bid documents.

15. For each procured contract for construction services for which CDBG-CV funding will be requested, the Recipient shall submit the following procurement documents:
 - a. A copy of the bid advertisement, including an affidavit of publication;
 - b. Documentation of the Recipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
 - c. A copy of the bid tabulation sheet;
 - d. A copy of the engineer's recommendation to award;
 - e. A letter requesting sole source approval, if applicable;
 - f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and;
 - g. Completed copies of the following forms for all prime contractors and subcontractors:
 - Form CV-51 – Bidding Information and Contractor Eligibility;
 - Form CV-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - Form CV-52 – Section 3 Participation Report (Construction Prime Contractor);
 - Form CV-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
 - Form CV-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor), and;
 - Form CV-54 (if applicable) – Documentation for Business Claiming Section 3 Status

For each procured construction contract or agreement in Housing Rehabilitation projects for which CDBG-CV funding will be requested, the Recipient shall submit the following procurement documents for all prime contractors and subcontractors:

- a. Form CV-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
- b. Form CV-52 – Section 3 Participation Report (Construction Prime Contractor);
- c. Form CV-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
- d. Form CV-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).

Attachment D – Program and Special Conditions

16. For each procured construction contract or agreement, if a job classification needed to complete a construction activity is not included in the Davis-Bacon Act wage decision that was previously obtained from DEO, the Recipient shall request an additional classification using Form CV-57 - Employee/Employer Wage-Scale Agreement after the construction contract has been awarded.
17. For construction projects, when the Recipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1; and
 - c. The contractor's payment bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1.
18. The Recipient shall undertake an activity each year to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b).
19. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG-CV funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on the Project Detail Budget. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Recipient's submission of the administrative closeout package for this Agreement, except for the following costs:
 - Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
 - The CDBG-CV portion of the cost of post-administrative closeout audits.
20. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG-CV funds for a period of five years.
21. The Recipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-CV funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Recipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).
22. The Recipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. part 67, and Guidelines for Rehabilitating Historic Buildings.
23. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Recipient shall update and submit Form HUD 2880 to DEO within 30 calendar days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
 - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-CV-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
24. If required, the Recipient shall submit a final Form HUD 2880, to DEO with the Recipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

Attachment D – Program and Special Conditions

25. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-CV financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Recipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S.
26. Any payment by the Recipient using CDBG-CV funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-CV funds.
27. The Recipient shall take photographs of all activity locations from multiple angles prior to initiating any construction. As the construction progresses, additional photography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
28. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.
29. If necessary, the Recipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

Special Conditions

1. **Beneficiaries:** When constructing or rehabilitating a facility with CDBG funds so that it can be used for a specific purpose that provides an LMI benefit, the facility must continue to be used for that purpose for a period of at least 5 years after construction or rehabilitation is completed. The City must provide estimates on how many LMI individuals will receive job training and how many LMI jobs will be created or retained as a result of the services provided by the facility in the 5-year period after completion of the project.

Attachment E – Project Specific Conditions for Construction

1. The Recipient must meet a “National Objective” for each service area addressed with CDBG-CV funds. If a National Objective is not met for a service area, all CDBG-CV funds received for the activities conducted in that service area must be repaid.
2. If the Recipient installs water lines with CDBG-CV funds for the purpose of fire protection, those lines shall only be converted to a potable water distribution system if the housing units of all low- and moderate-income families in the service area are hooked up to the potable water system at no cost to low- and moderate-income households. Hookups must be accomplished prior to or concurrent with conversion of the water lines to a potable water distribution system.
3. The Recipient is responsible for verifying and maintaining documentation that households receiving direct benefits, in the form of hookups to potable water and/or sewage collection lines, meet program requirements regarding the low- and moderate-income National Objective. The Recipient shall maintain homeowner files locally and at a minimum include the following:
 - a. The name of the owner, the address of the property, and family size;
 - b. The method and source documentation used to verify household income;
 - c. Documentation that the income of the household is below Section 8 income limits based on family size;
 - d. The method and source documentation used to verify home ownership; and
 - e. If rental property is involved, an acceptable five-year written agreement with the owner(s) related to affordability and subsequent rate increases.

The information must be maintained for review and verification during on-site monitoring visits.

4. The Recipient shall provide the following data in its Administrative Closeout Report for each CDBG-CV-funded activity:
 - a. For activities which provide indirect benefits (e.g., road paving, water and sewer improvements, parks, fire protection), beneficiary data shall be provided for all residents of the households being served. For activities that provided direct benefits (e.g., utility hookups, housing rehabilitation, temporary relocation), beneficiary data shall be provided based solely on the head of household. The number of females and female heads of households, the number of handicapped persons, the number of elderly persons;
 - b. The number of moderate-income (MI), low-income (LI), and very low-income (VLI) beneficiaries proposed and actually served;
 - c. The name of each head of household, owner’s name (if different), and address of each housing unit hooked up to water or sewer service with CDBG-CV funds, the date the construction was completed on the housing unit, and the amount of CDBG-CV funds spent on that housing unit; and
 - d. The racial demographics and ethnicity of the head of each household using the following descriptions:

1) White, 2) African American, 3) Asian, 4) American Indian or Alaskan Native, 5) Native Hawaiian/Pacific Islander, 6) American Indian or Alaskan Native and White	7) Asian and White, 8) African American and White, 9) American Indian/Alaskan Native and African American, or 10) Other Multi-Racial; and 11) If the head of household is Hispanic
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Attachment E – Project Specific Conditions for Housing Rehabilitation

1. The Recipient shall only provide assistance for the rehabilitation of and/or for the hookup of utilities to housing units that are occupied by very low-, low- and moderate-income persons to meet the “National Objective” of providing assistance to low- and moderate-income persons. If a National Objective is not be met for an activity, all CDBG-CV funds received for the activity must be repaid.
2. The Recipient shall ensure that no rehabilitation contract between a very low-, low- or moderate-income homeowner and a contractor is signed before the Authority to Use Grant Funds has been issued and the site specific environmental review for the home has been approved by DEO.
3. For a county Recipient, all housing units that are rehabilitated shall be located in the unincorporated portion of the county. For a municipal Recipient, all housing units that are rehabilitated shall be located within the jurisdictional limits of the Recipient.
4. The Recipient must comply with its Housing Assistance Plan (HAP) that was provided to DEO as part of the application process. DEO approval is required for HAP revisions made after the application deadline. The Recipient agrees that the HAP will be followed unless waived by the governing body.
5. Bids for rehabilitation or reconstruction of housing units shall only be accepted from contractors licensed by the Florida Department of Business & Professional Regulation. All work performed on a septic tank or an issue related to a septic tank shall be performed by a licensed septic tank contractor certified by the Florida Department of Health.
6. Rehabilitation of all housing units funded in part or in full with CDBG-CV funds must be in compliance with the current Florida Building Code – Existing Buildings, as well as local building codes and local maintenance codes. If housing units must be replaced, construction of new units must be in full compliance with current Florida Building Code.
7. The Recipient shall provide assistance for the rehabilitation of housing in a floodplain only after documenting in the rehabilitation case file for that structure that the Recipient and the beneficiary are in compliance with the Flood Disaster Protection Act of 1973, as amended. This documentation must address such things as elevation requirements, erosion, and water, sewage, or septic tank requirements. Each structure located within a 100-year floodplain that is rehabilitated to any extent with CDBG-CV funds shall be insured under the National Flood Insurance Program. The flood insurance must be at least equal to the amount spent on the rehabilitation. Homeowners in a 100-year floodplain that do not maintain flood insurance will be exempt from receiving future federal disaster related funds per section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a.
8. When CDBG-CV funds are expended to acquire property through a voluntary process for the purpose of assisting low- and moderate-income households to relocate out of a 100-year floodplain, the following shall apply:
 - a. Future development of the property acquired shall be prohibited, unless the use does not increase the property’s impervious surface;
 - b. The local government may retain title to the property or transfer the title to a land conservancy agency or program, subject to DEO approval, at DEO sole and absolute discretion;
 - c. The beneficiaries shall agree in writing to relocate permanently outside the 100-year floodplain;
 - d. Any beneficiaries who subsequently relocate into a 100-year floodplain shall not be provided any direct benefit with CDBG-CV funds at any future point in time, and this restriction shall be noted in the relocation document signed by the beneficiaries in subparagraph 8.c., above; and

Attachment E – Project Specific Conditions for Housing Rehabilitation

- e. All structures on the property shall be demolished or relocated out of the floodplain.
9. The Recipient shall adopt and implement procedures to fulfill regulatory and statutory requirements relating to Lead-Based Paint pursuant to 24 C.F.R. § 570.487 and 24 C.F.R. part 35, Subparts B, J, and R. A Recipient can request reimbursement from the housing rehabilitation line item of its budget for the cost of a lead-based paint inspection prior to the home's site specific environmental review being approved because it is part of the environmental review process. The Recipient is required to:
 - a. Prohibit the use of lead-based paint;
 - b. Notify potential beneficiaries of the hazards of lead-based paint;
 - c. Inspect properties built before 1978 prior to initiating rehabilitation to determine if lead-based paint is present;
 - d. If lead-based paint is found, undertake appropriate protection of workers and occupants during the abatement process;
 - e. Ensure proper lead-based paint clean up and disposal procedures are used; and,
 - f. Retain records of enforcement and monitoring for at least six years after final closeout of the subgrant.
10. The Recipient shall also adopt and implement procedures to fulfill regulatory and statutory asbestos related requirements per 40 C.F.R. Part 61, Subpart M (61.145 and 61.150) established by the U.S. Environmental Protection Agency Clean Air Act Section 112 under the National Emissions Standards for Hazardous Air Pollutant (NESHAP). A Recipient can request reimbursement from the housing rehabilitation line item of its budget for the cost of asbestos inspection prior to the home's site specific environmental review being approved because it is part of the environmental review process. The Florida Department of Environmental Protection (FDEP) administers the asbestos removal program under Chapter 62-257, F.A.C. and requires:
 - a. Inspection of properties by a licensed inspector for the rehabilitation or demolition of homes in close proximity to one another or as part of a larger project;
 - b. Notification provided to the appropriate FDEP office of asbestos removal with a notice of demolition or asbestos renovation within 10 working days before activities begin; and
 - c. Removal of asbestos by a licensed asbestos contractor.
11. Mobile homes constructed before 1993 shall not be rehabilitated. If a homeowner of a mobile home constructed before 1993 is selected for assistance, the Recipient shall replace the mobile home with either a new site-built home or a new mobile home.
12. Change orders for housing rehabilitation or reconstruction shall be approved by the housing unit owner or his or her representative, the contractor, and a representative of the Recipient prior to initiation of work based on that change order.
13. To document completion of construction, each housing unit case file shall contain the following information:
 - a. A statement from the licensed contractor certifying that all items on the initial work write-up and those modified through change orders are complete;
 - b. An acknowledgment that the housing unit meets the applicable local building code and Section 8 Housing Quality Standards, signed and dated by the local building inspector and the local government's housing rehabilitation specialist;
 - c. A copy of the contractor's license;

Attachment E – Project Specific Conditions for Housing Rehabilitation

- d. A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or his or her representative refuses to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal; and
 - e. A 12-month warranty of work and materials from the contractor to the homeowner that begins when the Certificate of Occupancy or the Certificate of Completion are issued.
14. If homes to be rehabilitated with CDBG-CV grant funds will be selected from an existing list of State Housing Initiatives Partnership (SHIP) applicants rather than a public notice soliciting applications, the homes from the SHIP applicants list shall be prioritized using the ranking procedure established in the CDBG HAP. The ranking procedure will be reviewed during monitoring and compared to the list of homes rehabilitated.
 15. The following data will be provided, by housing unit, as part of the administrative closeout for each activity providing direct benefit (e.g., housing rehabilitation, temporary relocation, hookups, etc.), summarized by activity and submitted with the administrative closeout package:
 - a. Name of each head of household and address of each housing unit rehabilitated with CDBG-CV funds, the date the construction was completed on the housing unit, and the amount of CDBG-CV and non-CDBG-CV funds spent on that housing unit;
 - b. Whether the head of household is female, if the household includes someone who is handicapped or elderly, the number of handicapped persons in the household, the number of elderly persons in the household, and the moderate-income, low-income or very low-income status of the household;
 - c. The number of occupants in the household, categorized by gender; and
 - d. The racial demographics and ethnicity of the head of each household using the following descriptions:
 - 1) White,
 - 2) African American,
 - 3) Asian,
 - 4) American Indian or Alaskan Native,
 - 5) Native Hawaiian/Pacific Islander,
 - 6) American Indian or Alaskan Native and White
 - 7) Asian and White,
 - 8) African American and White,
 - 9) American Indian/Alaskan Native and African American, or
 - 10) Other Multi-Racial; and
 - 11) If the head of household is Hispanic

Attachment E – Project Specific Conditions for Economic Development

1. This project must meet the “Public Benefit Standards” by having a cost per job (subgrant amount divided by total full-time equivalent jobs created) of less than \$35,000. For each contracted job (See Attachment A – Project Descriptions and Deliverables.) not created, the Recipient shall repay DEO \$35,000.
2. This project must meet a “National Objective” by having at least 51 percent of all jobs created being held by persons from low- and moderate-income households. If this National Objective is not achieved, the Recipient shall be required to pay back all CDBG-CV funds drawn down, except for funds expended for subgrant administration, unless DEO, in its sole, reasonable discretion, determines the Recipient is at fault for the failure to meet this National Objective.
3. The Recipient shall enter into a Participating Party Agreement with each Participating Party in accordance with the terms of this Agreement. The Recipient shall include in each Participating Party Agreement that the Participating Party agrees to perform the specific activities described in the Subgrant Application and this Agreement, and each Participating Party Agreement must include at a minimum the following provisions:
 - a. The Participating Party shall create and/or retain and satisfactorily document the creation and/or retention of at least the number of full-time equivalent permanent net new jobs and the number of full-time equivalent permanent net new jobs to be held by members of low- and moderate-income families as specified on Forms E-3 (if applicable for job retention) and E-4 of the Recipient’s Application for Funding, Attachment A – Project Description and Deliverables of this agreement and on the Project Detail Budget. If more than the number of full-time equivalent permanent net new jobs specified in Form E-4 of the Recipient’s Application for Funding, Attachment A – Project Description and Deliverables of the Subgrant Agreement and on the Attachment B - Project Detail Budget are created and/or retained, 51 percent of those jobs shall be made available to members of low- and moderate-income families. These jobs shall be created and/or retained no later than the termination date of the Recipient’s Subgrant Agreement, as it may be amended. Documentation shall be the CDBG-CV Program Pre-Employment Household Income Certification Form, Form CV-50, for each job created or retained, and a certified payroll that verifies that the jobs documented on the forms were filled at a particular point in time. The documentation of the creation and/or retention of these jobs shall be retained by the Participating Party for a period of six years following the completion of review and clearance of a final audit for this Agreement;
 - b. The Participating Party must comply with Chapter 119, F.S., for all documents, papers, letters or other materials subject to the provisions of Chapter 119, F.S., and made or received by the Participating Party in conjunction with the Subgrant Agreement or the Participating Party Agreement. The failure of the Participating Party to comply with Chapter 119, F.S. is an act of default and cause for the unilateral cancellation of the Participating Party Agreement and the Subgrant Agreement;
 - c. The Participating Party agrees that any failure to: (i) create, retain, or cause to be created and/or retained the number of jobs listed in the Recipient’s Subgrant Agreement to be held by members of low- and moderate-income families; (ii) satisfactorily document the creation and/or retention of the agreed upon number of jobs to be held by members of low- and moderate-income families, or (iii) to expend or satisfactorily document the expenditure of the full amount of leverage dollars agreed upon in the Recipient’s Application is an act of default;
 - d. The Participating Party shall provide any training necessary to equip members of low- and moderate-income families with the skills required to obtain or retain the full-time equivalent jobs created and/or retained through the Recipient’s Subgrant Agreement;

Attachment E – Project Specific Conditions for Economic Development

- e. The Participating Party shall expend at a minimum the amount of leverage referenced on Form L-1 of the Application for Funding and on the Attachment B - Project Detail Budget. The funds must be expended on project related costs, and the Participating Party shall furnish documentation of expenditures. Construction costs shall not be expended until after DEO issues the Authority to Use Grant Funds, but administrative and engineering costs, including costs for conducting the environmental review, can be expended after the site visit. This documentation shall be provided to the Recipient in a form and content satisfactory to DEO that allows accurate ready comparison between expenditures and related activities as defined on Form L-1 of the Application for Funding. This documentation shall be provided to the Recipient as the expenditures occur;
- f. The Participating Party shall ensure that one or more buildings are constructed which shall accommodate, at a minimum, the facility described in the Subgrant Application (the “Participating Party Facility”). The building(s) shall remain titled in the name of the Participating Party until all requirements in paragraph 3a. above have been satisfied;
- g. The Participating Party shall develop a schedule which identifies the start date for construction of its facilities; the dates by which such construction will be 25 percent, 50 percent, 75 percent, and 100 percent complete; the date that hiring of employees will begin; and the date by which all employees will be hired, which shall be on or before the termination date of this Agreement. These same Participating Party milestones shall be made an attachment to the Participating Party Agreement, and shall be included in the Activity Work Plan, Attachment C to this Agreement. Timely satisfaction of these milestones shall be used in determining whether the Recipient is “on schedule” under this Agreement;
- h. Participating Party attests that the assisted activity *will/will not* result in the relocation of any industrial or commercial plant, facility, or operation from one Labor Market Area (LMA) to another, and, if so, the number of jobs that will be relocated from each LMA;
 - (i) The Participating Party certifies from that neither it, nor any of its subsidiaries, have plans to relocate jobs at the time this agreement is signed that would result in a significant loss of job(s) as defined in 24 C.F.R. § 570.482(h);
 - (ii) The Participating Party agrees to reimburse the Recipient any CDBG-CV assistance provided to, or expended on behalf of, the Participating Party, in the event that such assistance results in the relocation of jobs as prohibited under 24 C.F.R. § 570.482(h).
- i. The Participating Party shall submit a detailed quarterly report to the Recipient that demonstrates its progress toward achieving the milestones set forth in the Participating Party Activity Work Plan. The Participating Party shall deliver each report to the Recipient no later than the end of each quarter, until submission of the administrative closeout report by the Recipient. The ending dates for each quarter of the program year are March 30, June 30, September 30 and December 31;
- j. The Participating Party shall notify the Recipient in writing when it begins hiring for the required jobs and when it has completed hiring for the required jobs;
- k. The Participating Party, if requested by the Recipient, shall provide to the Recipient or its agents such reasonable information concerning the project as the Recipient may reasonably require as it relates specifically to the conditions of the grant;

Attachment E – Project Specific Conditions for Economic Development

- l. That the Participating Party shall begin construction and furnish to the Recipient evidence of the Participating Party's commencement of construction on the Participating Party Facility within the time frame specified in the Participating Party Schedule;
 - m. That prior to execution of the Participating Party Agreement, DEO must approve the Participating Party Agreement, including any amendments thereto, in writing. The right of approval granted to DEO with respect to the Participating Party Agreement between the Recipient and the Participating Party shall survive the term of this Agreement. DEO does not assume any liability or responsibility for the accuracy or enforceability of the Participating Party Agreement through the exercise of this right of approval;
 - n. The Participating Party Agreement shall not expire until the issuance of a letter of Administrative Closeout of this Agreement; however, all required job creation must be completed and documented by the termination date of this Agreement. Extension of the Subgrant Agreement shall act as an extension of the Participating Party Agreement. Failure of the Recipient to notify the Participating Party of such an extension shall not invalidate this provision;
 - o. The Participating Party shall utilize the service of the local workforce development board and/or advertise the newly created employment positions in one or more of the local newspapers that serve the city/county.
4. The Recipient shall track all new jobs created as a direct result of the construction and availability of the infrastructure paid for with CDBG-CV funds. New businesses that would otherwise not be able to locate to the project site and existing businesses that are now able to expand or create new jobs because of the availability of infrastructure being provided through this Agreement must agree to provide such information as a condition of hookups and building permits. The aggregate of all jobs created or retained as a result of the infrastructure shall be counted to ensure that 51 percent of all new full-time equivalent jobs are taken by or made available to low and moderate-income persons. Tracking and retention of said job creation shall continue until a cost per job of under \$10,000 is reached or one (1) year following the completion of the CDBG-CV funded infrastructure, whichever comes first.
 5. The Recipient shall maintain records of the Participating Party's expenditure of funds that will allow accurate and ready comparison between the expenditures and contracted budget line items by contracted activity in the Attachment B - Project Detail Budget.
 6. The Recipient may seek reimbursement for application preparation costs incurred prior to the date of the Agreement provided the costs were requested in the Application for Funding and the required documentation was provided.
- Should this Agreement not be executed by DEO, or should the procurement process be subsequently determined not to meet program requirements, no reimbursement shall be allowed.
7. The Recipient shall ensure the design and construction of only the minimum acceptable level of infrastructure to provide the required levels of service for the on-going operations of the Participating Party in the project area. The Recipient shall demonstrate that the route chosen for construction of said infrastructure (when appropriate) is the least expensive of the available alternative routes. Documentation of the satisfaction of this requirement shall be in the form of a certification from a licensed engineer, bearing said engineer's seal.

Attachment F – State and Federal Statutes, Regulations, and Policies

The Recipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(j) and § 570.606 (HUD regulations concerning State Community Development Block Grant Programs). The Recipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Recipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (<https://www.hudexchange.info/community-development/cdbg-memoranda/>);
9. Applicable HUD Community Planning and Development Notices (<https://www.hudexchange.info/manage-a-program/cpd-notices>);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507);
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 300f, et seq.);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis–Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland “Anti-Kickback” Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851–4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4;
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247);
32. Clean Air Act (42 U.S.C. §§ 7401-7671q), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50); and
33. Whistleblower Protection enacted by Section 828 of P.L. 112-239 and permanently extended under P.L. 114-261.

Attachment F – State and Federal Statutes, Regulations, and Policies

34. FR-6218-N-01: Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for CDBG-CV Grants, FY 2019 and 2020 CDBG Grants, and Other Formula Programs.

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Attachment G – Civil Rights Requirements

Fair Housing

As a condition for the receipt of CDBG-CV funds, each Recipient must certify that it will “affirmatively further fair housing” in its community. The Recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Recipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator’s contact information quarterly in a newspaper of general circulation in the Recipient’s jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Recipient can post the coordinator’s contact information throughout the year on the Recipient’s website;
- 4) Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken, and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each year; and
- 6) Display a fair housing poster in the CDBG Office. (This does not count as a fair housing activity.)

The Recipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Recipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-CV project file and include information about the activities in the comment section of the quarterly report during which the activity was undertaken.

Attachment G – Civil Rights Requirements

Equal Employment Opportunity

As a condition for the receipt of CDBG-CV funds, each Recipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-CV funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Recipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the year on the Recipient's website; and
- 4) Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken;

Each Recipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Recipient shall use this list to solicit companies to bid on CDBG-CV-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-CV funds, the Recipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Recipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities;
 - b) Has a record of such an impairment; or
 - c) Is regarded as having such an impairment.
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the year on the Recipient's website; and

Attachment G – Civil Rights Requirements

- 4) Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Recipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-CV-funded projects in the community. The Recipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-CV-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

Attachment G – Civil Rights Requirements

Section 3 Required Language

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. Contracts and subcontracts subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of Section 3.

Whistleblower Protection

The following clause, is required to be included in all federally funded subawards and contracts over the simplified acquisition threshold:

Pursuant to Section 828 of Pub. L 112-239, "National Defense Authorization Act for Fiscal Year 2013" and permanently extended through the enactment of Pub. L 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards and contracts awarded prior to the effective date of this provision.

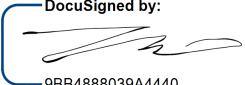
Attachment G – Civil Rights Requirements

Civil Rights Regulations

As a condition for the receipt of CDBG-CV funds, each Recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG-CV funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended –Economic Opportunities for low- and very low-income persons.

I hereby certify that the City of Stuart, Florida, shall comply with all the provisions and Federal regulations listed in this attachment.

By:  Date: 1/21/2023

Name: Troy McDonald

Title: Mayor

Attachment H – Reports

The following reports must be completed and submitted to DEO in the time frame indicated. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Quarterly Progress Report**, Form SC-65, must be submitted to DEO 15 calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15. The quarterly report shall include: a summary of work performed during the reporting period; photographs taken to date; a percent of work completed for each task; a summary of expenditures since the effective date; and a summary of any issues or events occurring which affect the ability of the Recipient to meet the terms of this Agreement.
2. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-05360>; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system at <https://deosera.my.salesforce.com/>. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".
3. The **Administrative Closeout Report**, Form SC-62, must be submitted to DEO within 45 calendar days of the Agreement end date or within 45 days of the completion of all activities. The Recipient must provide all applicable information requested on the closeout report form. The Administrative Closeout Report cannot be submitted to DEO before the Recipient has submitted its Final Request for Funds.

Recipients of an Economic Development agreement shall not submit an administrative closeout package until the cost per job is less than \$10,000 or until one year after the date that all CDBG-CV-funded activities were completed, whichever comes first.

The following documentation shall be provided with the Administrative Closeout Report:

- a. Certification that all project activities have been completed, inspected and approved by all parties prior to the subgrant end date and submission of the closeout report;
 - b. Documentation of any leverage expended after the last on-site monitoring visit;
 - c. Documentation of fair housing activities conducted after the last on-site monitoring visit;
 - d. Documentation that all citizen complaints related to the project have been resolved;
 - e. A list of the homes receiving direct benefit, if applicable; and,
 - f. Certification that each housing unit assisted was located within the Recipient's jurisdictional boundaries for Housing Rehabilitation subgrants.
 - g. For housing rehabilitation projects, documentation that all homeowners have signed forms stating that they have accepted the improvements.
 - h. Copies of all remaining pre-construction, construction and post-construction photographs of all CDBG-CV-funded activities submitted as .jpeg or .tiff files not previously submitted with quarterly reports.
4. In accordance with 2 C.F.R. part 200, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to DEO no later than nine months from the end of the Recipient's fiscal year.

Attachment H – Reports

5. A copy of the **Audit Compliance Certification** form, Attachment K, must be emailed to audit@deo.myflorida.com within 60 calendar days of the end of each fiscal year in which this subgrant was open.
6. **Section 3 Reporting Requirements.** Reporting of labor hours for Section 3 projects must comply with 24 C.F.R. § 75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 C.F.R. § 75.25(b).

Section 3 compliance efforts must be reported through DEO's SERA reporting system by July 31, annually. DEO maintains a Section 3 Summary Report form which must be used to report annual accomplishments regarding employment, labor hours worked, and other economic opportunities provided to persons and businesses that meet "Section 3" requirements.

7. **Requests for Funds** payment requests must be submitted in accordance with the timelines included on Attachment C - Activity Work Plan. DEO will not reimburse a payment request for less than \$5,000 unless it is the final payment request. Each payment request must include an invoice from the Recipient to DEO and copies of all invoices that the Recipient received from its consultants for services rendered and the documentation listed below. The invoices must document that the Recipient and each consultant/contractor met the Minimum Level of Service listed on the Deliverables page of Attachment A.

For each Commercial Revitalization, Economic Development and Neighborhood Revitalization payment request that includes reimbursement of construction costs, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. The Recipient shall, at a minimum, submit reimbursement requests upon completing 20, 40, 60, 80 and 100 percent of the project (or 25, 50, 75 and 100 percent of the project if so listed on Attachment C – Activity Work Plan).

For each Housing Rehabilitation payment request that includes construction costs, the Recipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable. For homes being rehabilitated and site-built demolition/replacement houses, the Recipient shall, at a minimum, request reimbursement upon completion of each 20 percent of the work. For demo/replacement involving a new mobile home, the Recipient shall request reimbursement as soon as the mobile home is installed and the invoice received.

If the Recipient needs to remit funds to DEO, including reimbursement of subgrant funds, program income or interest income paid with CDBG-CV funds (collectively "reimbursements"), Recipient shall submit such reimbursements concurrently with a copy of the Return of Funds Form, CV-68.

8. All forms referenced herein are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the DEO grant manager for this Agreement.

Attachment I – Warranties and Representations

Financial Management

The Recipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder. Recipient's financial management system shall include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each payment request. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient. (*See* 2 C.F.R. § 200.318(c)(1).)

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Recipient.

Attachment J – Audit Requirements

The administration of resources awarded by DEO to the Recipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. part 200 subpart F (Audit Requirements) and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 C.F.R. part 200, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by DEO staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Recipient expends \$750,000 or more in federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. part 200 subpart F (Audit Requirements), as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.
3. If the Recipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than federal entities).
4. Although 2 C.F.R. part 200 subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend \$750,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

<https://harvester.census.gov/facweb/Resources.aspx>

Attachment J – Audit Requirements

PART II: STATE FUNDED

This part is applicable if the Recipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following at the address indicated:
 - A. Department of Economic Opportunity
Financial Monitoring and Accountability (FMA)
The copy submitted to the FMA section should be sent via email to: FMA-RWB@deo.myflorida.com
 - B. The Federal Audit Clearinghouse designated in 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>

Attachment J – Audit Requirements

2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Recipient received the audit report); copies of the reporting package described in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.

3. Copies of financial reporting packages required by PART II of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
 - A. DEO at the following address:

Electronic copies: Audit@deo.myflorida.com

 - B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Any reports, management letter, or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. part 200 subpart F, section 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that DEO closes out the CDBG-CV program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow DEO, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

Exhibit 1 to Attachment J – Funding Sources

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Recipient:	\$4,791,000.00
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State’s Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Recipient’s jurisdiction.
<i>This is not a research and development award.</i>	

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Recipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Recipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Recipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Recipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Recipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Attachment F – State and Federal Statutes, Regulations, and Policies

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: N/A

Matching Resources for Federal Programs: N/A

Subject to Section 215.97, Florida Statutes: N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:
N/A

NOTE: Title 2 C.F.R. § 200.332 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Recipient.

Attachment K – Audit Compliance Certification

<i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.</i>	
Recipient: City of Stuart	
FEIN:	Recipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? ☐ Yes ☐ No If the above answer is yes, answer the following before proceeding to item 2. Did the Recipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No If yes, the Recipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.	
2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? ☐ Yes ☐ No If the above answer is yes, also answer the following before proceeding to execution of this certification: Did the Recipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.	
By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

Attachment L – CDBG-CV Subrogation Agreement

State of Florida Department of Economic Opportunity Federally-Funded Community Development Block Grant CARES (CDBG-CV) Subrogation Agreement

This Subrogation and Assignment Agreement (“Agreement”) is made and entered into on this ____ day of _____, 20____, by and between _____ (hereinafter referred to as “Subrecipient”) and the State of Florida, Department of Economic Opportunity (hereinafter referred to as “DEO”).

In consideration of Subrecipient’s receipt of funds or the commitment by DEO to evaluate Subrecipient’s application for the receipt of funds (collectively, the “Grant Proceeds”) under the DEO Community Development Block Grant CARES Act Program (the “CDBG-CV Program”) administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (“FEMA”) or the Small Business Administration (“SBA”) (singularly, a “CARES Act Program” and collectively, the “CARES Act Programs”) that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-CV Program and that are determined in the sole discretion of DEO to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-CV Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient’s assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient’s name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable CDBG-CV Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-CV Program, the Policies, any amounts received under the CDBG-CV Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient’s consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-CV Program in an amount greater than the amount

Attachment L – CDBG-CV Subrogation Agreement

Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-CV Program or the Subrecipient determines not to participate in the CDBG-CV Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

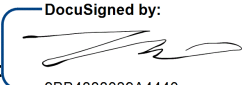
Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. §§ 287, 1001 and 31 U.S.C. § 3729.

The person executing this Agreement on behalf of the Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

City of Stuart, Florida

Department of Economic Opportunity

By:  Date: 1/21/2023
9BB4000033A4440...
 (Authorized Signature)

By:  Date: 3/9/2023
52B8BB2C402F445...
 (Authorized Signature)

Name: Troy McDonald

Name: Meredith Ivey

Title: Mayor

Title: Acting Secretary



City of Stuart
142 - Procurement & Contracting Services Division

Holly Vath, Procurement Coordinator
121 SW Flagler Avenue, Stuart, FL 34994

[PROCTOR CONSTRUCTION COMPANY, LLC] RESPONSE DOCUMENT REPORT

ITB No. ITB 2025-102

Project LIFT of East Stuart - Demolition and New Construction

RESPONSE DEADLINE: February 18, 2025 at 1:00 pm

Report Generated: Tuesday, February 18, 2025

Proctor Construction Company, LLC Response

CONTACT INFORMATION

Company:

Proctor Construction Company, LLC

Email:

ahall@proctorcc.com

Contact:

Amber Hall

Address:

2050 US Highway 1 Suite 200
Vero Beach, FL 32960

Phone:

(772) 532-8388

Website:

<http://www.proctorcc.com/>

Submission Date:

Feb 18, 2025 12:58 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Dec 10, 2024 4:11 PM by Amber Hall

Addendum #2

Confirmed Jan 13, 2025 3:18 PM by Amber Hall

Addendum #3

Confirmed Jan 13, 2025 3:18 PM by Amber Hall

Addendum #4

Confirmed Jan 13, 2025 3:18 PM by Amber Hall

Addendum #5

Confirmed Jan 13, 2025 3:18 PM by Amber Hall

Addendum #6

Confirmed Jan 13, 2025 3:18 PM by Amber Hall

Addendum #7

Confirmed Jan 13, 2025 3:18 PM by Amber Hall

Addendum #8

Confirmed Jan 13, 2025 3:18 PM by Amber Hall

Addendum #9

Confirmed Feb 17, 2025 8:30 PM by Amber Hall

Addendum #10

Confirmed Feb 17, 2025 8:30 PM by Amber Hall

Addendum #11

Confirmed Feb 17, 2025 8:30 PM by Amber Hall

Addendum #12

Confirmed Feb 17, 2025 8:30 PM by Amber Hall

Addendum #13

Confirmed Feb 17, 2025 8:30 PM by Amber Hall

Addendum #14

Confirmed Feb 17, 2025 8:30 PM by Amber Hall

Addendum #15

Confirmed Feb 17, 2025 8:30 PM by Amber Hall

Addendum #16

Confirmed Feb 17, 2025 8:30 PM by Amber Hall

Addendum #17

Confirmed Feb 17, 2025 8:30 PM by Amber Hall

QUESTIONNAIRE

1. Proposal Checklist

Please download the below documents, complete, and upload.

- [Checklist.pdf](#)

0._Checklist_(1).pdf

2. Contact Information

Please download the below documents, complete, and upload.

- [Contact Information.pdf](#)

1._Contact_Information.pdf

3. Certification*

The Respondent certifies that as a condition of bidding he will hold good his proposal prices for a minimum period of ninety (90) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive, and no further evaluation of the proposal will occur.

I do hereby confirm the above information as valid and true:

Confirmed

4. Safety Standards Certification*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Safety Standards Certificat...](#)

3._Safety_Standards_Certification_-_SIGNED.pdf

5. References Form*

Please download the below documents, complete, and upload.

- [Refernces Form.pdf](#)

4._Refernces_Form.pdf

6. Schedule of Subcontractors Participation *

Please download the below documents, complete, and upload.

- [Schedule of Subcontractors ...](#)

5._Schedule_of_Subcontractors_Participation.pdf

7. Sworn Statement Pursuant to Section 287.133(3)(a)*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Sworn Statement Pursuant to...](#)

6._Sworn_Statement_Pursuant_to_Section_287.133(3)(a)-SIGNED.pdf

8. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

- [Drug Free Work Cert.pdf](#)

7._Drug_Free_Work_Cert_-_SIGNED.pdf

9. Public Entity Crimes*

Please download the below documents, complete, and upload.

- [Public Entitiy Crimes .pdf](#)

8._Public_Entitiy_Crimes_-_SIGNED.pdf

10. Suspended Vendor List*

City of Stuart, FL will verify that your company name is not on this list:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/suspended_vendor_list

Please identify your legal company name here:

Proctor Construction Company, LLC

[Click to Verify](#) *value will be copied to clipboard*

11. Scrutinized List of Prohibited Companies List*

City of Stuart, FL will verify that your company name is not on this list:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/suspended_vendor_list

Please identify your legal company name here:

Proctor Construction Company, LLC

[Click to Verify](#) *Value will be copied to clipboard*

12. Do you affirm and represent that you are registered with E-Verify System and are using same, and will continue to use the same as required by Section 448.095, Florida Statute?*

By entering into a contract with the City of Stuart, you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Further, by your entering into a contract, you affirm and represent that you are registered with the E-Verify system and are using same, and will continue to use same as required by Section 448.095, Fla. Stat. Compliance with Section 448.095, Fla. Stat., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien."

Acknowledged / Yes

[Click to Verify](#) *Value will be copied to clipboard*

13. Additional Information from Proposer

Upload optional information.

12._PCC,_LLC_-_Certificate_of_Corporation_2025.pdf

14._License_&_Tax_Receipt.pdf

15._Bid_Bond.pdf

17._COI_&_Ends.pdf

Project_Lift_-_Assumptions_&_Clarifications_-_2-18-25.pdf

PRICE TABLES

TABLE 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
GENERAL					
1	Mobilization/Demobilization/General Conditions	1	LS	\$524,309.00	\$524,309.00
2	Maintenance of Traffic	1	LS	\$9,395.00	\$9,395.00
3	Demolition	1	LS	\$127,641.00	\$127,641.00
4	Pre/Post Construction Video	4.5	HR	\$359.5556	\$1,618.0002
5	Construction Survey (Layout)	1	LS	\$16,715.00	\$16,715.00
6	Construction Survey (As-built)	1	LS	\$3,666.00	\$3,666.00
7	Clearing / Grubbing (Includes vegetation removal) / Demolition	2.17	AC	\$19,257.6037	\$41,789.00
8	Stabilized Construction Entrance	1	EA	\$5,527.00	\$5,527.00
9	Silt Fence	1,148	LF	\$8.1986	\$9,411.9928
10	Silt Dike	119	LF	\$135.1513	\$16,083.0047
11	Inlet Protection	13	EA	\$267.8462	\$3,482.0006
12	Tree Removal	34	EA	\$650.2059	\$22,107.0006
13	SWPP Sign	1	EA	\$3,418.00	\$3,418.00
14	Concrete Wash	1	EA	\$2,211.00	\$2,211.00

[PROCTOR CONSTRUCTION COMPANY, LLC] RESPONSE DOCUMENT REPORT
ITB No. ITB 2025-102
Project LIFT of East Stuart - Demolition and New Construction

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15	Construction Entrance/Exit	1	EA	\$5,527.00	\$5,527.00
16	Construction Wash Rack	1	EA	\$416.00	\$416.00
17	Construction Fencing	1,302	LF	\$8.8541	\$11,528.0382
18	Cut (Site)	2,622	CY	\$26.4668	\$69,395.9496
19	Cut (Pond)	785	CY	\$26.4726	\$20,780.991
20	Cut (Building Over Excavation)	1,385	CY	\$5.9856	\$8,290.056
21	Pond Fill	785	CY	\$82.5694	\$64,816.979
22	Building Structural Fill	1,385	CY	\$26.5278	\$36,741.003
23	Onsite Cut to be Cleaned for Fill	1,221	CY	\$26.5283	\$32,391.0543
24	Bike Rack	2	EA	\$593.50	\$1,187.00
25	Wheel Stops	6	EA	\$55.3333	\$331.9998
26	Trash Enclosure + Gates	1	LS	\$45,544.00	\$45,544.00
27	Light Pole Bases	10	EA	\$0.00	\$0.00
28	Site Light Pole and Fixtures	10	EA	\$3,646.40	\$36,464.00
29	Handicap Ramps	8	EA	\$359.25	\$2,874.00
30	Handrails	123	LF	\$9.7886	\$1,203.9978

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
31	Bench	1	EA	\$4,565.00	\$4,565.00
32	Sign Conduits (ADA and Monuments)	3	EA	\$0.00	\$0.00
33	Primary Electric Conduit	110	LF	\$137.6727	\$15,143.997
34	Secondary Electric Conduit	49	LF	\$313.0612	\$15,339.9988
35	Communication Conduit	59	LF	\$54.3559	\$3,206.9981
DRAINAGE / ROADWAY					
36	12" Stabilized Subgrade (LBR-40)	1,068	SY	\$52.9485	\$56,548.998
37	6" Optional Base Group 4	1,068	SY	\$71.4944	\$76,356.0192
38	1" Type SP-12.5 Asphaltic Concrete (1st Lift)	62	TN	\$439.2742	\$27,235.0004
39	1" Type SP-9.5 Asphaltic Concrete (2nd Lift)	62	TN	\$275.2581	\$17,066.0022
40	Type 'C' Catch Basin	4	EA	\$7,557.75	\$30,231.00
41	Type 'D' Curb	1,923	LF	\$31.2631	\$60,118.9413
42	Concrete Sidewalk (4")	1,820	SY	\$98.5082	\$179,284.924
43	Type 'E' Inlet	2	EA	\$7,737.50	\$15,475.00
44	Yard Drain	1	EA	\$4,145.00	\$4,145.00
45	Type 'J' Manhole (<10')	1	EA	\$14,922.00	\$14,922.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
46	18" HDPE	560	LF	\$105.2821	\$58,957.976
47	8" HDPE	150	LF	\$66.32	\$9,948.00
48	Downspout / Building Drainage Connection	2	EA	\$0.00	\$0.00
UTILITIES - WATER					
49	2" PVC Watermain (C-900)	40	LF	\$50.85	\$2,034.00
50	6" DIP Watermain (C-900)	82	LF	\$202.8659	\$16,635.0038
51	4" PVC Fire Line	27	LF	\$63.8519	\$1,724.0013
52	8" x 6" Tapping Sleeve and Valve	1	EA	\$9,395.00	\$9,395.00
53	45° Bend	2	EA	\$221.00	\$442.00
54	2" 90° Bend	2	EA	\$221.00	\$442.00
55	6" Gate Valve	1	EA	\$4,145.00	\$4,145.00
56	6" x 2" Tee	1	EA	\$221.00	\$221.00
57	2" Gate Valve	1	EA	\$3,316.00	\$3,316.00
58	2" RPZ	1	EA	\$3,316.00	\$3,316.00
59	2" Water Meter	1	EA	\$3,316.00	\$3,316.00
60	6" Double Detector Check Valve	1	EA	\$21,001.00	\$21,001.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
61	Fire Department Connection (FDC)	1	EA	\$6,079.00	\$6,079.00
UTILITIES - WASTEWATER					
62	4" PVC Lateral	65	LF	\$155.7692	\$10,124.998
63	4" Cleanout	1	EA	\$2,100.00	\$2,100.00
64	Connection to Existing Sanitary	1	EA	\$10,224.00	\$10,224.00
SIGNAGE AND STRIPING					
65	6" White Thermoplastic	564	LF	\$2.1277	\$1,200.0228
66	Handicap Symbol	2	EA	\$83.00	\$166.00
67	6" Blue Thermoplastic	85	LF	\$2.1294	\$180.999
68	Stop Bar	4	EA	\$55.25	\$221.00
69	Crosswalk	2	EA	\$110.50	\$221.00
70	Directional Striping	16	EA	\$27.625	\$442.00
71	Site Signage	6	EA	\$552.6667	\$3,316.0002
LANDSCAPE					
72	Sabal Palms	28	EA	\$503.3214	\$14,092.9992
73	Florida Red Maple	15	EA	\$884.2667	\$13,264.0005

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
74	Green Buttonwood	14	EA	\$607.9286	\$8,511.0004
75	Live Oak	15	EA	\$939.5333	\$14,092.9995
76	Casia Tree	9	EA	\$552.6667	\$4,974.0003
77	East Palatka	6	EA	\$608.00	\$3,648.00
78	Red Tip Coco Plum	200	EA	\$33.16	\$6,632.00
79	Compact Simpsons Stopper	186	EA	\$49.7419	\$9,251.9934
80	Yew Podocarpus	22	EA	\$105.00	\$2,310.00
81	Horizontal Coco Plum	378	EA	\$19.8968	\$7,520.9904
82	Florida Coontie	209	EA	\$55.2679	\$11,550.9911
83	Dwarf Fakahatchee	216	EA	\$13.2639	\$2,865.0024
84	Sword Fern	163	EA	\$17.6871	\$2,882.9973
85	Bahia Grass	16,889	SF	\$0.4421	\$7,466.6269
86	St Augustine	25,560	SF	\$0.5529	\$14,132.124
87	Mulch	50	CY	\$653.26	\$32,663.00
88	Sod	4,477	SY	\$0.00	\$0.00
IRRIGATION					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
89	Lawn & plant irrigation system	33,500	SF	\$2.5759	\$86,292.65
90	Irrigation pump	1	EA	\$2.00	\$2.00
ARCHITECTURAL					
91	Foundation - Footers	975	CY	\$113.7754	\$110,931.015
92	Slab on Grade	12,600	SF	\$11.7253	\$147,738.78
93	Raised Slab	4,718	SF	\$8.5278	\$40,234.1604
94	Structural Steel	184	TN	\$3,121.4891	\$574,353.9944
95	Cladding	6,550	SF	\$37.1256	\$243,172.68
96	Floor sealing	13,718	SF	\$0.1149	\$1,576.1982
97	Wall tile	1,092	SF	\$48.7299	\$53,213.0508
98	Drywall	15,600	SF	\$8.7772	\$136,924.32
99	Framing	840	LF	\$163.0048	\$136,924.032
100	Insulation	8,400	SF	\$11.3242	\$95,123.28
101	Curtain Walls	62	LF	\$1,518.3871	\$94,140.0002
102	Doors - Glass, Double	6	EA	\$8,081.8333	\$48,490.9998
103	Doors - Solid	9	EA	\$705.2222	\$6,346.9998

[PROCTOR CONSTRUCTION COMPANY, LLC] RESPONSE DOCUMENT REPORT
ITB No. ITB 2025-102
Project LIFT of East Stuart - Demolition and New Construction

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
104	Doors - Overhead Garage, Sectional	12	EA	\$10,040.25	\$120,483.00
105	Doors - framing + hardware	15	EA	\$248.3333	\$3,724.9995
106	Windows - Fixed	33	EA	\$3,423.5455	\$112,977.0015
107	Windows - Storefront	4	EA	\$42,152.25	\$168,609.00
108	Window sills	80	LF	\$92.65	\$7,412.00
109	Ceiling - GWB	4,718	SF	\$10.3343	\$48,757.2274
110	Ceiling - MDF	13,440	SF	\$3.71	\$49,862.40
111	Roof Panels	20,900	SF	\$19.4795	\$407,121.55
112	Stair - 20 treads	1	EA	\$0.00	\$0.00
113	Guardrails	157	LF	\$298.9236	\$46,931.0052
114	Cabinets + counters	208	LF	\$133.524	\$27,772.992
115	Electrical outlets	130	EA	\$3,248.9769	\$422,366.997
116	Electrical wiring	12,600	SF	\$9.5217	\$119,973.42
117	Big Ass Fans	10	EA	\$3,942.40	\$39,424.00
118	Light Fixtures	168	EA	\$80.375	\$13,503.00
119	Plumbing - Toilets	7	EA	\$7,576.8571	\$53,037.9997

[PROCTOR CONSTRUCTION COMPANY, LLC] RESPONSE DOCUMENT REPORT
ITB No. ITB 2025-102
Project LIFT of East Stuart - Demolition and New Construction

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
120	Plumbing - Urinals	2	EA	\$7,577.00	\$15,154.00
121	Plumbing - Sinks	10	EA	\$7,204.10	\$72,041.00
122	Plumbing - Faucets	10	EA	\$372.90	\$3,729.00
123	Plumbing - Drinking Fountains	3	EA	\$5,051.3333	\$15,153.9999
124	Plumbing - accessories	25	EA	\$819.56	\$20,489.00
125	Plumbing - misc	1	EA	\$8,012.00	\$8,012.00
126	Kitchen equipment	2	EA	\$8,859.00	\$17,718.00
127	Fire Sprinkler	12,500	SF	\$5.5523	\$69,403.75
128	Fire alarm system	1	EA	\$24,356.00	\$24,356.00
129	Fire extinguishers	3	EA	\$862.6667	\$2,588.0001
130	BDA radio system	1	EA	\$37,743.00	\$37,743.00
131	HVAC	40	TN	\$10,423.275	\$416,931.00
132	Painting	17,400	SF	\$3.0445	\$52,974.30
133	Signage - interior	14	EA	\$59.2857	\$829.9998
134	Signage - exterior	2	EA	\$14,289.00	\$28,578.00
135	Fence - 6' aluminum picket, 2 vehicle electronic gates, 1 pedestrian gate, remotes needed for access	790	LF	\$167.0886	\$131,999.994

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
136	Fence Alt - 6' vinyl coated chain link	790	LF	\$94.2544	\$74,460.976
137	Lightning protection	12,600	SF	\$1.272	\$16,027.20
138	Asbestos testing/abatement	12,600	SF	\$4.8753	\$61,428.78
139	Final cleaning	12,600	SF	\$1.4117	\$17,787.42
TOTAL					\$6,474,356.8458

PROPOSAL CHECKLIST FORM

All proposals shall be submitted in the format identified. Failure to submit the required documentation in the format identified may cause the proposal to be rejected. This form is to be submitted with proposal package.

- | | |
|--|---|
| 1. Letter of Transmittal | Yes ☒ No ☐ |
| 2. Certifications | Yes ☒ No ☐ |
| 3. Safety Standards Certification | Yes ☒ No ☐ |
| 4. References Form | Yes ☒ No ☐ |
| 5. Schedule of Subcontractors Participation | Yes ☒ No ☐ |
| 6. Sworn Statement Pursuant | Yes ☒ No ☐ |
| 7. Drug-Free Workplace Certificate | Yes ☒ No ☐ |
| 8. Public Entity Crimes | Yes ☒ No ☐ |
| 9. Suspended Vendor List | Yes ☒ No ☐ |
| 10. Scrutinized List of Prohibited Companies | Yes ☒ No ☐ |
| 11. Additional Data is submitted (Optional) | Yes ☒ No ☐ |
| 12. Proof that Firm name is registered with State of Florida | Yes ☒ No ☐ |
| 13. Acknowledgment of addendum & submission with ITB | Yes ☒ No ☐ |
| 14. Submit a copy of all Licenses, Certificates, Registrations, Permits etc. | Yes ☒ No ☐ |
| 15. Submit 10% bond guarantee, if total exceeds \$50,000 | Yes ☒ No ☐ |
| 16. Submit any data in reference to Contract Performance | Yes ☒ No ☐ |
| 17. Evidence of Insurance | Yes ☒ No ☐ |

COMPANY NAME: Proctor Construction Company, LLC



CONTACT INFORMATION

Company Name: Proctor Construction Company, LLC

Contact Name: John Granath

Contact Title: President / COO

Contact Phone Number: 772-234-8164

Contact email: jgranath@proctorcc.com



SAFETY STANDARDS CERTIFICATION

The undersigned bidder hereby certifies that he or she has or will thoroughly familiarize him or herself with the contents of the City of Stuart Safety Standards. The Bidder further certifies that he or she either has or will submit a fully executed copy of those same Safety Standards to the City for inclusion in the City's official public record prior to commencing any work on this project.

Signed, Sealed and Witnessed in the Presence of:

DATE: 2/18/2025

FOR: Proctor Construction Company, LLC

[Signature]
(Witness)

[Signature]
(Witness)

(Firm Name)

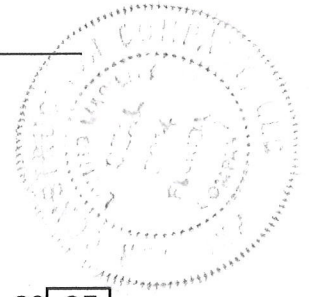
BY: [Signature] John Granath
(Signature)

President / COO

(Title)

Catherine Emrick Catherine Emrick
(Corporate Attest by Secretary)

(Affix Seal)



Sworn to and subscribed before me this 18 day of February, 2025,

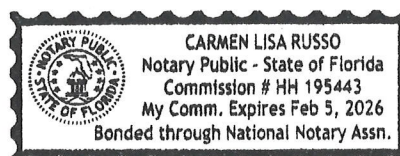
known to me, or identified as Florida

in the City of Vero Beach, County of Indian River, State of Florida.

Signed: Carmen Lisa Russo Notary Public

My Commission Expires: 2/5/26

(Affix Seal)





REFERENCE FORM

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 REFERENCE

Company/Entity Name: Indian River County		
Address 1801 27th Street		
City Vero Beach	, State FL	Zip Code 32960
Contact Name: Rob Skok	Title: Infrastructure Project Manager	
Phone No: 772.226.1931	Fax:	Email: rskok@indianriver.gov
Date of Service or Contract Period: 11/22 - 7/23 Location Sebastian, FL		
Summary of Services Performed Library Addition Governmental or Private Governmental		

#2 REFERENCES

Company/Entity Name: Indian River Charter High School		
Address 6055 College Lane		
City Vero Beach	, State FL	Zip Code 32966
Contact Name: Gene Waddell	Title: Chairman	
Phone No: 772.559.2222	Fax:	Email: gene@waddellins.com
Date of Service or Contract Period: 05/20 - 05/21 Location Vero Beach, FL		
Summary of Services Performed Classroom Addition/ Multipurpose Building Governmental or Private Private		

#3 REFERENCES

Company/Entity Name: Becker Holding Corp		
Address 1701 S.R. A-1-A, Suite 204		
City Vero Beach	, State FL	Zip Code 32963
Contact Name: Rick J. Melchiori	Title: General Manager	
Phone No: 772.473.0841	Fax:	Email: RMelchiori@BeckerHolding.com
Date of Service or Contract Period: 11/18 - 02/20 Location Hobe Sound, FL		
Summary of Services Performed State of the Art Golf Clubhouse Governmental or Private Private		

Company Name Proctor Construction Company, LLC



SCHEDULE OF SUBCONTRACTORS PARTICIPATION

If proposers are subcontracting, this information is to be submitted with their submittal response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, and type of work to be performed and percentage of work that may be provided by Subcontractor.

Name of Subcontractor: <u>Valentine Excavating, LLC</u>	
Contact Name: <u>Robert Cox</u>	
Address, City, State, Zip, Phone: <u>4800 N Federal Hwy, Suite 200B, Boca Raton 33431</u> <u>954-998-6204</u>	
Type of Work to be Performed: <u>Demolition</u>	
License No. <u>CGC1517006</u>	Percentage of Work <u>2.2</u> %
Name of Subcontractor: <u>Alloy Group</u>	
Contact Name: <u>Ryan Regan</u>	
Address, City, State, Zip, Phone: <u>720 S. Military Trail, Deerfield Beach, FL, 33442</u> <u>954-422-8884</u>	
Type of Work to be Performed: <u>Asbestos Remediation</u>	
License No. <u>CGC1522798</u>	Percentage of Work <u>1</u> %
Name of Subcontractor: <u>Benchmark III Corporation</u>	
Contact Name: <u>Gregory Hale</u>	
Address, City, State, Zip, Phone: <u>2696 SE Market Place, Stuart, FL 34997</u> <u>772-320-0206</u>	
Type of Work to be Performed: <u>Concrete & Masonry</u>	
License No. <u>CGC058016</u>	Percentage of Work <u>5.3</u> %

Company Name Proctor Construction Company, LLC



SCHEDULE OF SUBCONTRACTORS PARTICIPATION

If proposers are subcontracting, this information is to be submitted with their submittal response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, and type of work to be performed and percentage of work that may be provided by Subcontractor.

Name of Subcontractor: <u>Tru-Steel</u>	
Contact Name: <u>Chris Frank</u>	
Address, City, State, Zip, Phone: <u>3208 Industrial 31st Street, Fort Pierce, FL 34946</u> <u>772-460-3101</u>	
Type of Work to be Performed: <u>Steel</u>	
License No. <u>CGC1529802</u>	Percentage of Work <u>15</u> %
Name of Subcontractor: <u>Eskola</u>	
Contact Name: <u>Jennifer Whitlock</u>	
Address, City, State, Zip, Phone: <u>4924 Denver Street, Tampa, FL 33619</u> <u>813-446-1473</u>	
Type of Work to be Performed: <u>Waterproofing</u>	
License No. <u>CGC1336023</u>	Percentage of Work <u>2</u> %
Name of Subcontractor: <u>MBCI</u>	
Contact Name: <u>Wesley McKenzie</u>	
Address, City, State, Zip, Phone: <u>2280 Monier Avenue, Lithia Springs, GA 30122</u> <u>334-405-1563</u>	
Type of Work to be Performed: <u>Roofing</u>	
License No. _____	Percentage of Work <u>6.8</u> %

Company Name Proctor Construction Company, LLC



SCHEDULE OF SUBCONTRACTORS PARTICIPATION

If proposers are subcontracting, this information is to be submitted with their submittal response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, and type of work to be performed and percentage of work that may be provided by Subcontractor.

Name of Subcontractor: <u>Overhead Doors of the Treasure Coast</u>	
Contact Name: <u>Dan Regan</u>	
Address, City, State, Zip, Phone: <u>3755 Fiscal Court, Suite 3, Riviera Beach, FL 33404</u> <u>561-881-9700</u>	
Type of Work to be Performed: <u>Overhead Doors</u>	
License No. <u>CBC1259292</u>	Percentage of Work <u>2</u> %
Name of Subcontractor: <u>A Crystal Glass & Mirror</u>	
Contact Name: <u>Craig Major</u>	
Address, City, State, Zip, Phone: <u>7830 Byron Drive, Suite 4, Riviera Beach, FL 33404</u> <u>561-584-8485</u>	
Type of Work to be Performed: <u>Storefront</u>	
License No. _____	Percentage of Work <u>5</u> %
Name of Subcontractor: <u>Atlantic Interior Services</u>	
Contact Name: <u>Christian Perez</u>	
Address, City, State, Zip, Phone: <u>3710 Buckeye Street #110, Palm Beach Gardens, FL 33410</u> <u>561-575-4499</u>	
Type of Work to be Performed: <u>Drywall</u>	
License No. <u>CGC1516487</u>	Percentage of Work <u>5.5</u> %

Company Name Proctor Construction Company, LLC



SCHEDULE OF SUBCONTRACTORS PARTICIPATION

If proposers are subcontracting, this information is to be submitted with their submittal response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, and type of work to be performed and percentage of work that may be provided by Subcontractor.

Name of Subcontractor: <u>Applied Flooring Technologies, Inc.</u>	
Contact Name: <u>Steve Fischer</u>	
Address, City, State, Zip, Phone: <u>1391 N. Killian Drive, Lake Park, FL 33403</u>	
Type of Work to be Performed: <u>Flooring</u>	
License No. <u>CBC1259901</u>	Percentage of Work <u>0.9</u> %
Name of Subcontractor: <u>Tubito Painting of South Florida, LLC</u>	
Contact Name: <u>Heather Tubito</u>	
Address, City, State, Zip, Phone: <u>5703 Oleander Avenue, Fort Pierce, FL 34982</u>	
<u>772-370-0240</u>	
Type of Work to be Performed: <u>Painting</u>	
License No. _____	Percentage of Work <u>0.6</u> %
Name of Subcontractor: <u>Farmer & Irwin</u>	
Contact Name: <u>Toby Charles</u>	
Address, City, State, Zip, Phone: <u>3300 Avenue K, Riviera Beach, FL 33404</u>	
<u>561-842-5316</u>	
Type of Work to be Performed: <u>Fire Suppression</u>	
License No. <u>CFC1430002</u>	Percentage of Work <u>1.2</u> %

Company Name Proctor Construction Company, LLC



SCHEDULE OF SUBCONTRACTORS PARTICIPATION

If proposers are subcontracting, this information is to be submitted with their submittal response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, and type of work to be performed and percentage of work that may be provided by Subcontractor.

Name of Subcontractor: <u>Ameri-Tech Plumbing, Inc.</u>	
Contact Name: <u>Mark White</u>	
Address, City, State, Zip, Phone: <u>3526 SW Armellini Avenue, Palm City, FL 34990</u> <u>772-879-0754</u>	
Type of Work to be Performed: <u>Plumbing</u>	
License No. <u>CFC058027</u>	Percentage of Work <u>2.4</u> %
Name of Subcontractor: <u>Coastal Florida Mechanical, Inc.</u>	
Contact Name: <u>Jessi Kanov</u>	
Address, City, State, Zip, Phone: <u>9304 Sandy Run Road, Jupiter, FL 33478</u> <u>561-515-1278</u>	
Type of Work to be Performed: <u>HVAC</u>	
License No. <u>CMC1250803</u>	Percentage of Work <u>7.2</u> %
Name of Subcontractor: <u>Guthart Electric</u>	
Contact Name: <u>Keith Guthart</u>	
Address, City, State, Zip, Phone: <u>1125 Old Dixie Highway Ste 6, Lake Park, FL 33403</u> <u>561-837-9536</u>	
Type of Work to be Performed: <u>Electric</u>	
License No. <u>EC13002579</u>	Percentage of Work <u>11.1</u> %

Company Name Proctor Construction Company, LLC



SCHEDULE OF SUBCONTRACTORS PARTICIPATION

If proposers are subcontracting, this information is to be submitted with their submittal response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, and type of work to be performed and percentage of work that may be provided by Subcontractor.

Name of Subcontractor: <u>Century Fire Protection 360</u>	
Contact Name: <u>Richard Mennona</u>	
Address, City, State, Zip, Phone: <u>2701 Gateway Drive, Pompano Beach, FL 33069</u> <u>954-772-1700</u>	
Type of Work to be Performed: <u>Fire Alarm</u>	
License No. <u>EF0001162</u>	Percentage of Work <u>0.4</u> %
Name of Subcontractor: <u>Tommy Hawkins & Sons, Inc.</u>	
Contact Name: <u>RJ Buchmeyer</u>	
Address, City, State, Zip, Phone: <u>909 Barrel Avenue, Fort Pierce, FL 34982</u> <u>772-464-7587</u>	
Type of Work to be Performed: <u>Sitework</u>	
License No. <u>CGC1508181</u>	Percentage of Work <u>17.2</u> %
Name of Subcontractor: <u>The Fab Shop Corp.</u>	
Contact Name: <u>Ovi Morales</u>	
Address, City, State, Zip, Phone: <u>1942 8th Avenue North, Bay A1</u> <u>561-572-5808</u>	
Type of Work to be Performed: <u>Fencing</u>	
License No. <u>ES12000630</u>	Percentage of Work <u>2</u> %

Company Name Proctor Construction Company, LLC



SCHEDULE OF SUBCONTRACTORS PARTICIPATION

If proposers are subcontracting, this information is to be submitted with their submittal response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, and type of work to be performed and percentage of work that may be provided by Subcontractor.

Name of Subcontractor: <u>Chris Wayne and Associates, Inc.</u>	
Contact Name: <u>Christopher Dellago</u>	
Address, City, State, Zip, Phone: <u>15863 97th Drive North, Jupiter, FL 33478</u> <u>561-746-4225</u>	
Type of Work to be Performed: <u>Landscaping</u>	
License No. <u>LA6666678</u>	Percentage of Work 4.6 %
Name of Subcontractor: _____	
Contact Name: _____	
Address, City, State, Zip, Phone: _____ _____	
Type of Work to be Performed: _____	
License No. _____	Percentage of Work %
Name of Subcontractor: _____	
Contact Name: _____	
Address, City, State, Zip, Phone: _____ _____	
Type of Work to be Performed: _____	
License No. _____	Percentage of Work %

Company Name Proctor Construction Company, LLC



SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA

by: John Granath, President / COO

(print individual's name and title)

for: Proctor Construction Company, LLC

(print name of entity submitting sworn statement)

whose business address is: 2050 US Highway 1, Suite 200, Vero Beach, FL 32960

and (if applicable) its Federal Employer Identification Number (FEIN) is: 46-4750281

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ____-____-____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The



term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

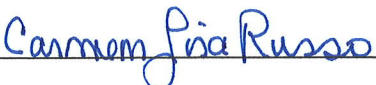
- ☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature 
John Granath, President / COO

Sworn to and subscribed before me this 18 day of February, 2025.

Personally known X OR Produced Identification _____

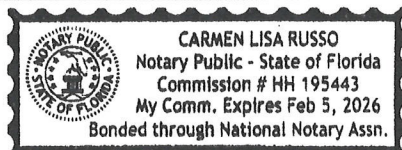


Type of Identification _____

Notary Public – State of Florida

My Commission Expires: 2/5/26

SEAL OR STAMP



DRUG-FREE WORKPLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Stuart for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by John Granath

(Individual's Name)

Of

Proctor Construction Company, LLC

(Name of Company)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

2/18/2025

Date


Signature

Public Entity Crimes Form
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Proctor Construction Company, LLC

Company Name

Signature

John Granath, President / COO

Name and title (Print or Type)

2/18/2025

Date

State of Florida

Department of State

I certify from the records of this office that PROCTOR CONSTRUCTION COMPANY, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 29, 2014.

The document number of this limited liability company is L14000016921.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on January 2, 2025, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Second day of January, 2025*




Secretary of State

Tracking Number: 8658696996CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GRANATH, JOHN PETER II

PROCTOR CONSTRUCTION COMPANY, LLC
2050 US HIGHWAY 1 SUITE 200
VERO BEACH FL 32960

LICENSE NUMBER: CGC1529654

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 07/24/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



MARTIN COUNTY BUSINESS TAX RECEIPT



2024 / 2025

EXPIRES: September 30, 2025

Account #: 20095130006

Honorable Ruth Pietruszewski
Martin County Tax Collector

Location: 2050 US HWY 1
Business Phone: (772)234-8164
NAICS Code: 236220
State License: CGC1529654
Business Description:

Business Name PROCTOR CONSTRUCTION COMPANY LLC
Business DBA
Owner Name DONALD PROCTOR
PROCTOR CONSTRUCTION COMPANY LLC
2050 US HWY 1 #200
VERO BEACH, FL 32960

BUILDING CONTRACTOR (CONSTRUCTION COMPANY)

This receipt is a local business tax only. This receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

Paid Date 09/12/2024
Receipt Number
INT-23-00287625

Tax Amount	Transfer Fee	Penalty	Late Penalty	Collection Cost	Total Paid
26.25	0.00	0.00	0.00	0.00	26.25

Ruth Pietruszewski • Martin County Tax Collector

Website:
MartinTaxCollector.com

3485 SE Willoughby
Blvd. Stuart, FL 34994

Phone:
(772)288-5600

**To renew your Business Tax Receipt, visit our payment menu
at martintaxcollector.com.**

Contact our office by email at btdept@martintax.us if any of the following changes occur with your business:

- Business Name
- Mailing Address
- Ownership
- Closing your Business
- Physical Location

Dear Business Owner:

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of each succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent in the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment. A \$250 penalty will be applied 150 days from the initial notice, plus collection costs.

Annual account notices are mailed on July 1.

Regardless of amount due all receipts must be renewed or delinquent fees will apply.

Do you qualify for an exemption? Visit our website <https://martintaxcollector.com/local-business-tax/> for details on Business Tax Receipt Exemptions. An application is required.

If you have any questions please contact our office at btdept@martintax.us or (772)288-5600.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE PROCTOR CONSTRUCTION COMPANY, LLC
2050 U.S. HIGHWAY #1, SUITE 200, Vero Beach, FL 32960

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

a corporation duly organized under the laws of the State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF STUART

121 S.W. FLAGLER AVENUE, STUART, FL 34994

as Obligor, hereinafter called the Obligor, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for ITB 2025-102 PROJECT LIFT OF EAST STUART - DEMOLITION AND NEW CONSTRUCTION, 710 SE MARTIN LUTHER KING JR BLVD., STUART, FL

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of January, 2025

Valerie B
(Witness)

PROCTOR CONSTRUCTION COMPANY, LLC

(Principal)

(Seal)

By: [Signature]

PRESIDENT
(Title)

[Signature]
(Witness)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By: [Signature]

Attorney-in-Fact John W. Charlton

(Title)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **John W Charlton, and D W Matson III of Coral Gables, Florida** their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in the, r business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st day of April, 2021**.

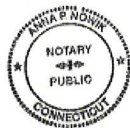
State of Connecticut

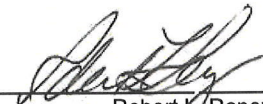
City of Hartford ss.

On this the **21st day of April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2026**



By: 
Robert L. Raney, Senior Vice President


Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

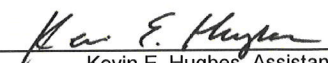
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of JANUARY, 2025




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2024

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309		CONTACT NAME: PHONE (A/C, No, Ext): (954) 776-2222 FAX (A/C, No): (954) 776-4446 E-MAIL ADDRESS: 053.certs@bbrown.com		
INSURED Proctor Construction Company, LLC 2050 Highway US 1, Suite 200 Vero Beach FL 32960		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Zurich American Insurance Company		16535
		INSURER B: American Guarantee and Liability Insurance Company		26247
		INSURER C: Evanston Insurance Company		35378
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 2024-2025 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	GLO130568404	05/25/2024	05/25/2025	EACH OCCURRENCE	\$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 1,000,000	
	MED EXP (Any one person)						\$ 10,000	
	PERSONAL & ADV INJURY						\$ 2,000,000	
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	BAP130568504	05/25/2024	05/25/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
	PROPERTY DAMAGE (Per accident)						\$	
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			AUC130568204	05/25/2024	05/25/2025	EACH OCCURRENCE	\$ 20,000,000
	AGGREGATE						\$ 20,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC130568604	05/25/2024	05/25/2025	☒ PER STATUTE ☐ OTH-ER	
	E.L. EACH ACCIDENT						\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT						\$ 1,000,000	
C	Contractors' Pollution Liability Occurrence Form			CPLMOL117368	05/25/2023	05/25/2025	Per Occurrence	\$2,000,000
							Aggregate	\$2,000,000
							Deductible	\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name - , Project LIFT of East Stuart, Bid #ITB 2025-102
30 Days Notice of Cancellation applies except 10 days for non-payment of premium.
City of Stuart and Consultant, its officers, board members, employees, and agents are included as Additional Insured with respects to General Liability and Commercial Auto as required by written contract.
City of Stuart and Consultant, its officers, board members, employees, and agents are additional insured on a primary and non-contributory basis including Products and Completed Operations with respect to General Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 00259520

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED Proctor Construction Company, LLC
POLICY NUMBER 		
CARRIER 	NAIC CODE 	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Waiver of Subrogation applies in favor of City of Stuart and Consultant, its officers, board members, employees, and agents with respects to General Liability, Commercial Automobile, and Workers Compensation.

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO130568404	05/25/2024	05/25/2025		84032000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: PROCTOR CONSTRUCTION COMPANY LLC

Address (including ZIP Code): 2050 US HIGHWAY 1
VERO BEACH, FL 32960-0948

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Contractors Liability Supplemental Coverages and Conditions



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

NON-OWNED WATERCRAFT SCHEDULE

Watercraft Length: 51 feet
(If no amount is shown above, 51 feet applies.)

A. Non-owned Watercraft Liability Extended Coverage

Paragraph (2) of Exclusion **2.g. Aircraft, Auto Or Watercraft** under Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than the length shown in the Non-Owned Watercraft Schedule of this endorsement; and
- (b) Not being used to carry persons or property for a charge;

B. Damage To Premises Rented Or Occupied By You

1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage to Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III – Limits Of Insurance**.

2. The paragraph directly following Paragraph (6) in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section **III – Limits Of Insurance**.

3. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

4. Paragraph **a.** of the "insured contract" definition under the **Definitions** Section is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- 5. Paragraph (ii) under Paragraph 4.b.(1) of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions** is replaced by the following:
 - (ii) That is property insurance providing coverage for "specific perils" for premises rented to you or temporarily occupied by you with permission of the owner;
- 6. The following definitions are added to the **Definitions** Section:
 - "Specific perils" means fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, weight of snow, ice or sleet or "water damage".
 - "Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

C. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You

- 1. Section **II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- 2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- 3. With respect to the insurance afforded to these additional insureds, the following is added to Section **III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

The insurance provided by this Paragraph **C.** shall not increase the applicable Limits of Insurance shown in the Declarations.

D. Additional Insured – Managers Or Lessors Of Premises

- 1. Section **II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) that you have agreed in a written contract or written agreement to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured manager or lessor of the premises leased to you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and

- (a) The liability pertains to your business and is assumed in a contract or agreement that is an "insured contract"; and
- (b) The "personal and advertising injury" occurs subsequent to the execution of the contract or agreement.

Solely for the purposes of liability so assumed in such "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same contract or agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. For purposes of this "personal and advertising injury" coverage only:

Paragraph **d.** and the second to last paragraph under Paragraph **2.** of **Supplementary Payments – Coverages A and B** are replaced by the following:

- d.** The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal and advertising injury" and will not reduce the limits of insurance.

G. Insured Contract Amendment

Paragraph **f.** and **f.(1)** through **f.(3)** of the "insured contract" definition under the **Definitions** Section is replaced by the following:

- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities;
- (4) That indemnifies a person or organization for "personal and advertising injury":
 - (a) Arising out of advertising, publishing, broadcasting or telecasting done for you or on your behalf; or
 - (b) To an "employee" of such person or organization that does advertising, publishing, broadcasting or telecasting for you or on your behalf; or
- (5) That indemnifies a labor leasing firm for "bodily injury" to "leased workers".

H. Medical Payments – Increased Reporting Period

Paragraph **a.** of Section **I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1)** On premises you own or rent;
- (2)** On ways next to premises you own or rent; or
- (3)** Because of your operations;

provided that:

- (a)** The accident takes place in the "coverage territory" and during the policy period;
- (b)** The expenses are incurred and reported to us within three years of the date of the accident; and
- (c)** The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

I. Broad Bail Bond Coverage

Paragraph **1.b.** under **Supplementary Payments – Coverages A And B** is replaced by the following:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

J. Amendment – Duties In The Event of Occurrence, Offense, Claim or Suit

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to your officer, manager, partner or an "employee" authorized by you to give or receive such notice. Knowledge by "employees" other than your officer, manager, partner or "employee" authorized by you to give or receive such notice of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to your workers compensation carrier and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

K. Unintentional Failure To Disclose Or Describe Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a.** The statements in the Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us; and
- c.** We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- (1)** Fail to disclose all hazards existing at the inception of this policy; or
- (2)** Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

L. Bodily Injury Redefined

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish, mental injury, shock or fright resulting from bodily injury, sickness or disease.

M. Two Or More Of Our Coverage Parts/Policies

The following is added to Section **III – Limits of Insurance**:

1. Subject to Paragraph **2.** or **3.** above, whichever applies, if this Coverage Part and any other Commercial General Liability Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other Zurich underwriting company affiliated with us apply to the same "occurrence", only the highest available Each Occurrence Limit under any such Coverage Part or policy applies to such "occurrence".
2. Subject to Paragraph **2.** above, if this Coverage Part and any other Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other Zurich underwriting company affiliated with us apply to the same offense, only the highest available Personal And Advertising Injury Limit under any such Coverage Part or policy applies to such offense.
3. Under this Coverage Part and all other Zurich underwriting company Coverage Parts or policies to which Paragraphs **1.** and **2.** above combined apply, the most we will pay for all injury or damage because of "bodily injury" or "property damage" "occurrences", "personal and advertising injury" offenses and medical expenses is:
 - a. The single highest Coverage Part or policy General Aggregate Limit; or
 - b. The single highest Coverage Part or policy Products-Completed Operations Aggregate Limit,whichever applies, whether such "occurrence", offenses or medical expenses are covered by one or more than one Zurich underwriting company policy.
4. Any existing provisions under Paragraph **4. Other Insurance** under Section **IV – Commercial General Liability Conditions** that may be contrary to the provisions of this endorsement are amended to comply with the changes in coverage as stipulated in Paragraphs **1.**, **2.**, and **3.** above.

This provision does not apply to any Coverage Part or policy issued by us or any other Zurich underwriting company affiliated with us specifically to apply as excess insurance over this Coverage Part or to any endorsement to this policy which specifically provides any coverage for a wrap-up or other consolidated insurance program project if this policy is not for a wrap-up or other consolidated insurance program.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Designated Construction Project(s):	A General Aggregate Limit applies to each construction project where the insured is performing operations; however, only one General Aggregate Limit will apply to all Construction Projects where the insured is performing operations that are insured under a wrap-up or any other combined, consolidated or similar insurance program.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
 - 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO130568404	05/25/2024	05/25/2025		84032000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

Liquor Liability Coverage Part

Products/Completed Operations Liability Coverage Part

- A.** If we cancel this Coverage Part(s) by written notice to the Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
TBD TBD	30

All other terms and conditions of this policy remain unchanged.



Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO130568404	05/25/2024	05/25/2025		84032000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: PROCTOR CONSTRUCTION COMPANY LLC

Endorsement Effective Date: 5/25/2024

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Blanket Notification to Others of Cancellation or Non-Renewal



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
BAP130568504	5/25/2024	5/25/2025		84032000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

FLORIDA NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX - CONDITIONS**F. Notification to Others of Cancellation**

1. If you or we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
2. If you or we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
3. If notice as described in Paragraphs 1. or 2. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
EACH PERSON OR ORGANIZATION SHOWN IN A LIST PROVIDED BY YOU 30 IF YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO PROVIDE SUCH NOTIFICATION	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/25/2024

Policy No. WC130568604

Endorsement No.

Insured PROCTOR CONSTRUCTION COMPANY LLC

Premium \$

Insurance Company Zurich American Insurance Company

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/25/2024	Policy No. WC130568604	Endorsement No.
Insured PROCTOR CONSTRUCTION COMPANY LLC		Premium \$
Insurance Company Zurich American Insurance Company	Countersigned by_____	



**City of Stuart
Project Lift of East Stuart**

**Assumptions & Clarifications
2/18/25**

General

- 1 We do NOT include governmental fees of any kind.
- 2 We do NOT include the services of a Threshold Inspector.
- 3 We do NOT include the services of a Private Provider for permit document review.
- 4 We do NOT include any costs resulting from unforeseen conditions and/or drawing errors and omissions
- 5 We do NOT include moisture mitigation in the slab. Any costs associated with mitigating moisture in the slab will be a cost change to the owner.

Division 1, Procurement and Contracting Requirements

- 1 We do NOT include BIM modeling.
- 2 We do NOT include custom colors. All color selections are included as manufacturer's standard colors unless specifically noted on the drawings.
- 3 We include temporary electric for construction. We do NOT include temporary electric costs once permanent power is in place.
- 4 We include material and installation in accordance with specifications and bid documents. If specified material or any owner furnished material procurement effect schedule completion, then Contractor shall be compensated for general condition time extensions that directly relate to delay of the schedule.

Division 11, Equipment

- 1 We do NOT include the equipment as shown on the Huum Trade Equipment Schedule per RFI response. We include electrical for the equipment only as shown on the electrical drawings.

Division 14, Conveying Equipment

- 1 We do NOT include Hoists. No specifications provided.

Division 21, Fire Protection

- 1 We assume that adequate water supply is in place.



**City of Stuart
Project Lift of East Stuart**

**Assumptions & Clarifications
2/18/25**

- 2 We do NOT include Microbiological Influenced Corrosion (MIC) testing or treatment.
- 3 We do NOT include a fire pump.
- 4 We include a labor and material **ALLOWANCE of \$62,790** for the fire sprinkler system. No design or specifications provided.

Division 22, Plumbing

- 1 We do NOT include future piping for owner supplied compressor unless clearly shown on the drawings.
- 2 We do NOT include conflicts due to the plumbing fixture schedule not agreeing with the Architectural Plumbing Fixture Schedule.
- 3 We include roof drainage piping only as clearly shown on the drawings.

Division 26, Electrical

- 1 We do NOT include conflicts due to electrical fixture schedules not agreeing with the Architectural Fixture Schedule.

Division 28, Security

- 1 We include a labor and material **ALLOWANCE of \$22,035** for the fire alarm system. No design or specifications provided.

Division 33, Utilities

- 1 We do NOT include utility conflicts unless shown on the drawings.



INVITATION TO BID

ITB 2025-102

PROJECT LIFT OF EAST STUART - DEMOLITION AND NEW CONSTRUCTION

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

RELEASE DATE: December 4, 2024

DEADLINE FOR QUESTIONS: January 16, 2025

RESPONSE DEADLINE: February 18, 2025, 1:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/stuartfl>

City of Stuart
INVITATION TO BID

Project LIFT of East Stuart - Demolition and New Construction

I.	Advertisement
II.	Introduction.....
III.	Instructions to Bidders.....
IV.	General Information
V.	Scope of Work
VI.	Pricing Proposal
VII.	Vendor Questionnaire.....

Attachments:

A - Stuart CDBG-CV (Bid Contract Conditions) - Project Lift

B - Architectural Plan 12-2-2024

C - Mechanical Plan

D - Plumbing Plan

E - Electrical Plan

F - Civil, Demo, Landscape Plan

G - Structural Plan - S-0 Specifications

H - Structural Plan - S-1 Plans

I - Structural Plan - S-2 Plans

J - Structural Plan - S-3 Plans

K - Structural Plan - S-4 Wall Sections

L - Structural Plan - S-5 Wall Sections

M - Structural Plan - S-9 Sections

N - Structural Plan - S-10 Sections

O - Structural Plan - S-22 Valley Gutter 12-2-2024
P - Structural Plan - S-311A Dumpster Enclosure 12-2-2024
Q - Structural Plan - S-311B Dumpster Doors 12-2-2024
R - Project LIFT - PDF bid Revision 2024.12.26
S - Project Lift Stuart - Bid Set 2024.12.26
T - PROJECT LIFT STUART 2025.01.14
U - 250117 LIFT STU bid rev 2 A105
V - 250117 LIFT STU bid rev 2 A108
W - 250117 LIFT STU bid rev 2 A206
AA - 250117 LIFT STU bid rev 2 A603
BB - C-101 SITE DETAILS
CC - PROJECT LIFT STUART SITE
DD - PROJECT LIFT STUART
EE - 241024-46916_Permit_20241115
FF - Knox Box Information

1. Advertisement

CITY OF STUART

ITB 2025-102

Project LIFT of East Stuart - Demolition and New Construction

Advertisement

The City encourages E-Bidding through OpenGov Procurement at

<https://procurement.opengov.com/portal/stuartfl>. Project LIFT of East Stuart - Demolition and New Construction will be received by the City of Stuart at the Procurement Office, 301 SE Ocean Blvd., Suite 303, Stuart, Florida, 34994, until Tuesday, February 18, 2025 at 1:00 pm.

A Mandatory pre bid meeting will be held at Annex Conference Room, 300 SW Saint Lucie Blvd, Stuart, FL 34994 at 10:00 am, Thursday, December 12, 2024.

If submitting via mail than please submit an original, two (2) copies and one (1) electronic copy (PDF format preferred) on a flash drive must be submitted in sealed envelopes/packages addressed to Purchasing Division, City of Stuart, and marked "ITB 2025-102, Project LIFT of East Stuart - Demolition and New Construction. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened

A complete bid package can be obtained by contacting the Procurement Office at 772-288-5320, purchasing@ci.stuart.fl.us or from OpenGov Procurement at <https://procurement.opengov.com/portal/stuartfl> or by calling (800) 711-1712. The City of Stuart is not responsible for the content of any bid package received through any 3rd party bid service or any source.

Mail/Overnight/Hand Deliver Submittal Responses to:

Procurement Office

301 SE Ocean Blvd., Suite 303

Stuart, Florida 34994

Mark outside of envelope: ITB 2025-102, Project LIFT of East Stuart - Demolition and New Construction

Published: Wednesday, December 4, 2024

2. Introduction

2.1. Summary

The City of Stuart would like to request an invitation to Bid (ITB) from licensed contractors to provide all demolition and construction items for Stuart Vocational Project. The construction of the project is to be built on land owned by the City of Stuart and located at 710 SE Martin Luther King Jr. Boulevard in East Stuart. The project will include demolition and development of approximately 2.4-acres site to include but limited to demolition of existing buildings and site clearing, paving, parking, stormwater improvements, landscaping, sidewalk, shared use path, site lighting and utilities associated with building. As well as construction of a new vocational training facility and will consist of a one-story building with approximately 12,574 SF of training rooms, bays, kitchen (no grease trap), break room, meeting space, office space and bathrooms. Architectural and engineering plans, and construction documents, for the project have been prepared and completed by Kimley-Horn and Associates, Inc. and HUMM Architects and subsequently approved for construction by the City Commission.

The work is generally described as furnishing all labor, materials, equipment, tools, transportation, services and incidentals including warranty, necessary to provide the city with the items shown on plans and details for the Stuart Vocational Project.

A bid should be submitted based on the bid plans, ensuring all necessary items are included even if not explicitly listed in the bid schedule. Bid plans are the governing documents which outline all project requirements and specifications. Carefully examine all project drawings and specifications to identify every element needed for completion, regardless of whether it's explicitly mentioned in the bid schedule.

This is a Community Development Block Grant (CDBG) federally funded project. Please see the attached CDBG Bid Conditions Packet for consideration and planning your proposal.

2.2. Contact Information

Pinal Gandhi-Savdas

CRA Executive Director

121 SW Flagler Avenue

Stuart, FL 34994

Email: pgandhi@ci.stuart.fl.us

Phone: [\(772\) 283-2532](tel:(772)283-2532)

Department:

Development CRA

2.3. Timeline

Release Project Date	December 4, 2024
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Pre-Proposal Meeting (Mandatory)	December 12, 2024, 10:00am Annex Conference Room, 300 SW Saint Lucie Blvd, Stuart, FL 34994
Question Submission Deadline	January 16, 2025, 5:00pm
Proposal Submission Deadline	February 18, 2025, 1:00pm Microsoft Teams Join the meeting now Meeting ID: 266 554 947 02 Passcode: Zt3JM3Nj Dial in by phone +1 872-242-8065,,560294632# United States, Chicago Phone conference ID: 560 294 632#

3. Instructions to Bidders

3.1. Submittal

Each bidder shall furnish the information required on the bid schedule and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format are subject to disqualification.

The City of Stuart is registered with OpenGov Procurement, you may submit your bid electronically by registering on the City's e-Procurement Portal <https://procurement.opengov.com/portal/stuartfl>. Otherwise, all bids must be submitted in a sealed envelope plainly marked on the outside with the invitation to bid number, date and time of opening.

If not submitting electronically then an original, two (2) copies and one (1) electronic copy (PDF format preferred) on a flash drive must be submitted in sealed envelopes/packages addressed to Purchasing Division, City of Stuart by the due date and time. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement Office, 301 SE Ocean Blvd., Suite 303 Stuart, Florida 34994, not later than 1:00 pm, on the day and date shown above. Any received after this date and time will not be accepted or considered and will be returned unopened to the bidder. No telegraphic or facsimile offers will be considered.

3.2. City Representative

Bidders are requested not to contact the City Commission, requesting/evaluating Departments or Divisions from the time of the issuance of the solicitation or advertisement until such time as the agency provides notice of an intended decision or until thirty (30) days after opening 'the bids, whichever is earlier. Any questions from bidders or evaluating Departments or Divisions will be answered through the Procurement Division.

Holly Vath

Interim Purchasing

hvath@ci.stuart.fl.us

(772) 288-5320

3.3. Bid Opening

Bids will be opened and read aloud via Teams you may join by logging into:

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 266 554 947 02

Passcode: Zt3JM3Nj

Dial in by phone

[+1 872-242-8065](tel:+18722428065), [560294632](tel:+1560294632) United States, Chicago

[Find a local number](#)

Phone conference ID: 560 294 632#

3.4. [Withdrawal of Bids](#)

Bids may not be withdrawn for a period of 30 days after the public opening date.

3.5. [Protest](#)

Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid, selection or award recommendation shall file such protest in accordance with section 20 of the Procurement Manual, which can be found on the City of Stuart webpage.

3.6. [Questions and Answers](#)

The City will not respond to oral inquiries. Bidders shall submit all inquiries regarding this bid via the City's e-Procurement Portal, located at <https://secure.procurenow.com/portal/stuartfl>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries.

All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

Respondents may not contact any, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the e-procurement portal.

3.7. [Addenda](#)

<https://procurement.opengov.com/portal/stuartflo> register for an account via the City's e-Procurement Portal hosted by OpenGov Procurement. Once bidder has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each bidder to periodically check the site for any addenda at <https://secure.procurenow.com/portal/stuartfl>.

3.8. [Delivery](#)

Product delivery shall be a factor in award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.

Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.

3.9. Right to Reject

The City reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its sole judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or be borne by the City.

3.10. Miscellaneous

<https://procurement.opengov.com/portal/stuartfl> the terms and conditions of this solicitation.

Please check your prices before submitting your bid, as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. Be sure your bid is signed.

All items quoted must be in compliance with the specifications. Alternate bids will not be considered unless they are specifically called for in this solicitation.

The City may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

Bids may be received up to but not later than Tuesday, February 18, 2025 at 1:00 pm via the City's e-Procurement Portal located at <https://secure.procurenow.com/portal/stuartfl>. The City's e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City of Stuart strongly recommends completing your response well ahead of the deadline.

Failure to comply with these instructions may result in disqualification of your bid.

4. General Information

4.1. Delays

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addenda submitted to the City.

4.2. Qualification Submission and Withdrawal

The City will receive all proposals at the following addresses:

The City prefers electronic submission of bids and proposals. Please submit electronic responses via the City e-Procurement Portal <https://procurement.opengov.com/portal/stuartfl>. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

If you would like to submit a paper copy please submit at the following address:

Stuart City Hall

Procurement Office

301 SE Ocean Blvd., Suite 303

Stuart, Florida 34994

To facilitate processing, please mark the outside of the envelope as follows: ITB 2025-102 **“Project LIFT of East Stuart - Demolition and New Construction”** The envelope shall also include the bidder's return address.

If not submitting electronically, respondents must submit one (1) original and two (2) copies of the proposal submittal with each marked "COPY", and **one (1) electronic copy (PDF format preferred) on a flash drive** in a sealed envelope marked as noted above. A bidder may submit the proposal by personal delivery, mail, or express shipping service.

THE CITY MUST RECEIVE ALL BIDS BY

1:00 pm ON Tuesday, February 18, 2025

Due to the irregularity of mail service, the City cautions bidders to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement Office, as specified above, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 288-5320, before proposal closing time. A proposal received by the City Procurement Office after the established deadline will be retained unopened.

Bidders may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Bidders may withdraw their submissions in person or by an authorized representative. Bidders and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives) and provide the City

with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

4.3. Addenda

<https://procurement.opengov.com/portal/stuartfl> register for an account via the City's e-Procurement Portal hosted by ProcureNow. Once bidder has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each bidder to periodically check the site for any addenda at <https://secure.procurenow.com/portal/stuartfl>

4.4. Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

4.5. Insurance

Proof of the following insurance will be furnished by the successful bidder by certificate of insurance, which name the City of Stuart its offices, board members, employees, and agents as additional insured on general liability & automobile liability insurance policies. The policies must be specifically endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. The City by and through risk management department and in cooperation with the contracting department, reserves the rights to review, modify reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A-VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not obligation, to review and request or audited financial statement.

All contractors, including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the professional and/or subcontractor providing such insurance.

Workers' Compensation: with limits equal to Florida statutory requirements. Employers' liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under federal workers compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided.

If the contractor maintains higher limits than the minimums shown above, the City of Stuart requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Management department.

Commercial General Liability: insurance, Occurrence Form – ISO CG 0001 or equivalent, including Contractual Liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

- A. Each occurrence \$2,000,000
- B. Personal/advertising injury \$1,000,000
- C. Products/completed operations aggregate \$3,000,000
- D. General aggregate \$10,000,00
- E. Fire damage \$100,000 Any 1 fire
- F. Medical expense \$10,000 Any 1 person

An additional insured endorsement must be attached to the certificate of insurance and must include coverage for completed operations (ISO forms CG2010 & CG2037) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of 10 years date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City of Stuart. Policy shall contain no exclusion for third party action-over claims (injury to subcontract workers). If applicable, there shall be no exclusion for EIFS. Coverage should extend to independent contractors and fellow employees. Contractual liability is to be included. Any cross-liability exclusion should not extend to Additional Insured's.

Any subcontractors or independent contractors utilized must list the City of Stuart as additional insured including completed operations (ISO Forms CG 2038 & CG 2037).

Business Auto Liability: Must cover any auto (all owned, hired, and non-owned autos) with limits of not less than \$1,000,000 per accident. In the event bidder does not own any automobiles, the City of Stuart will accept proof of hired and non-owned auto liability only. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

Insurance Requirements:— Fifteen (15) days prior to the commencement of any Work under the Contract Documents, a certificate of insurance shall be provided to the City of Stuart for review and approval. The certificate shall provide that: (a) City of Stuart as Owner and named as an additional insured on the commercial general liability, auto liability, and Contractor's Builders' Risk "All Risk" insurance policies; (b) the Contractor's insurance coverage shall be primary; and (c) City of Stuart as Owner and will be given thirty (30) days' notice prior to cancellation or modification of any required insurance and such notice shall be in writing by registered mail, return receipt requested and addressed to the City of Stuart. The Contractor shall be responsible to ensure that all subcontractors comply with all insurance requirements of the Contract Documents.

All coverage shall be maintained without interruption from the date of commencement of the Work and remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07 of the General Conditions. In addition, with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, such insurance shall remain in effect for at least two years after final

payment. Contractor shall furnish Owner and Engineer with evidence satisfactory to Owner of the continuation of such insurance at final payment and again one year thereafter, so that Owner is assured of such continuing coverage.

All insurers must be authorized to do business in Florida and have a Best Key Rating of A- VII.

Certificates of Insurance: The Proposer, upon notice of award, will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

- A. The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
- B. Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- C. The City of Stuart and Consultant is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance, Business Automobile Liability Insurance, and Contractor's Builders Risk "All Risk" insurance policies.
- D. The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:
 - 1. City of Stuart 121S.W. Flagler Avenue Stuart, FL 34994
- E. No City Division, Department, or individual name should appear on the certificate. NO OTHER FORMAT WILL BE ACCEPTABLE.
- F. The "Acord" certification of insurance form should be used.

4.6. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in s. 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

4.7. Suspended Vendor

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information or List will not be considered for award. The Suspended Vendor List is available on the State's website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

4.8. Assignment & Subcontracting

The successful bidder will not be permitted to assign its contract with the City without obtaining prior written approval of the City of Stuart. If a vendor subcontracts any portion of a contract for any reason, the bidder must include, in writing the name and address of the Subcontractor. Name of the person to be contacted, include telephone number and extent of work to be performed. This information is to be submitted with bid response. If vendor should need to change subcontractor information, changes are subject to the approval by the City. The City reserves the right to reject a proposal of any bidder if the proposal names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award.

4.9. Public Records

Bids become “public records” and shall be subject to public disclosure consistent with Chapter 119.07 Florida Statutes. Document files may be examined, during normal working hours by appointment. Requested information in this ITB will not be considered confidential and/or proprietary.

PUBLIC RECORDS LAW: Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at cityclerk@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL. 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency’s custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.

If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

- A. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
- B. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

4.10. Business Registration

Bidders seeking to do business with Martin County (that fall under the categories listed below) shall, before award of contract, be registered, or shall have applied for registration, with the Florida Department of State, Division of Corporations in accordance with the provisions of Chapter 607 and/or 620, Florida Statutes (<https://dos.myflorida.com/sunbiz/>): • Corporations [foreign or domestic]

- Limited Liability Companies (LLC)
- Non-profits

- Partnerships

Doing Business As [DBA] - If the Bidder's name stands apart from the owner's or partners' personal legal name, or the officially registered name of an LLC or corporation, the Bidder, before award of contract, shall be registered as a fictitious name with the Florida Division of Corporations in accordance with the provisions of Chapter 865, Florida Statutes. The above requirements are also applicable to all subcontractors proposed in the bid submittal.

4.11. Licenses

Bidders shall, at the time of submitting a bid in response to this solicitation, be licensed by the appropriate federal, state and local regulatory agencies as it relates to Bidders' profession or business. Bidder shall provide proof of certification and/or registration as a Contractor by the State of Florida applicable to the work required in the solicitation.

The above requirements are also applicable to all subcontractors proposed in the bid submittal.

4.12. Business Tax Receipt

Bidder shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the bid.

4.13. Other Governmental Entities

When there is sufficient capacity or quantities available, awarded bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms, conditions, and prices of the bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

4.14. Contract Amendment

The City reserves the right to delete, add or revise locations under this proposal at any time during the contract term when and where deemed necessary. If any locations are added or deleted from the contract, the rate quoted shall be used to determine the adjusted contract price.

4.15. Non Exclusive Contract

CONTRACTOR agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

4.16. Estimated Quantities

It shall be understood and agreed that quantities designated herein are estimated only and may be increased or decreased in accordance with the actual requirements of the City. The City may require modifications and changes to this contract, as it relates to quantities, areas, frequency of services and specified services. The Contractor shall provide the City with the cost for such additional services. All rates shall be in accordance with the unit cost structure submitted by the contractor and accepted by the City.

4.17. Default

In the event that the Contractor cannot respond adequately to the needs of the City by reason of equipment failure or any other reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

4.18. Background Information

As part of the evaluation process, the City reserves the right, to require a Bidder to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Bidder, including past performance (experience) with the City by the Bidder or any of their Owners.

4.19. Competency of Respondents

Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this ITB and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

4.20. Extra Work

The City may, at any time by a written order and without notice to the sureties, require the performance of such extra work as it may find necessary or desirable arising out of the modification of the specification or plans. An order for extra work shall be valid only by an executed change order. All work so ordered must be performed by the Contractor. The amount of compensation to be paid to the Contractor for any work so ordered shall be determined as follows:

- A. By such applicable unit prices, if any, as are set forth in the contract; or
- B. If no such unit prices are so set forth, then by a lump sum or other unit prices mutually agreed upon by the City and the Contractor; or
- C. If no such unit prices are so set forth in the contract and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed and the cost shall be determined as follows:

1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon, to which shall be added an amount equal to 15 per cent of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.

2) For all materials used, the Contractor shall receive the actual cost of such materials delivered at the site and previously approved delivery point as established by original receipted bills. No percentage shall be added to this cost.

3) For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economic performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage shall be added to this sum.

4) The Contractor's profit shall be computed by taking 10% of the sum of Items 1 and 2. The total cost of performing this extra work shall be the sum of Items 1, 2, 3, and 4.

Records of extra work done, if any, shall be reviewed at the end of each day by the Contractor or his representative and the Engineer, duplicate copies of accepted records made and signed by both the Contractor or his representative and the Engineer, and one copy retained by each.

Claim for payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills.

Such statements shall be submitted for the current contract payment for the month in which the work was done. No claim for extra work shall be allowed unless the same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

4.21. Bond Guarantee

A proposal guarantee must be submitted with the proposal, **if the total amount proposed exceeds \$50,000**. The bond shall be in an amount equal to ten percent (10%) of the total amount. The guarantee may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, a Cashier's Check or a Certified Check (checks made payable to The City of Stuart). Purpose of the proposal guarantee is to assure the apparent low, responsive and responsible bidder will enter into a contract to provide the described services. Should the bidder not enter into a contract the proposal guarantee shall be retained by the City to defray the additional costs of either awarding to the second low, responsive and responsible bidder or re-advertise and re-solicit the project.

*If e-bidding, bidder shall upload a copy of the bond to OpenGov Procurement ([Procurement Portal \(opengov.com\)](https://opengov.com)) and submit the original bid bond to City of Stuart, Attn: Purchasing Division, 301 SE Ocean Blvd., Suite 303 Stuart, Florida 34994 within three (3) calendar days of the bid opening. Failure to provide bid bond may deem the bid non-responsive.

4.22. Payment & Performance Bonds

The successful bidder, when awarded a contract, will be required to furnish payment and performance bonds with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

4.23. Permits

The Contractor is responsible for applying for and obtaining any and all required building, demolition or excavation permits required by any municipality or county having jurisdiction over the conduct of the

work being pursued (to include the City of Stuart and Martin County). The Contractor should take every precaution that he is aware of the cost of all required permit fees and should include those costs in his bid in the appropriate item. All City permits will be a no fee permit.

4.24. Liquidated Damages

The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one hundred dollars (\$100.00) for each and every day for the first thirty (30) days and five hundred dollars (\$500.00) for each and every day thereafter, which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty.

The party of the first part is hereby authorized to deduct the said sum (as specified above) from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

4.25. Suspension of Work Due to Weather

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspension shall be final and binding. During the suspension of the work for any cause, it must be suitably covered and protected so as to preserve it from injury by the weather or otherwise. If the Engineer shall so direct, the rubbish and surplus material shall be removed.

The Contractor shall not be entitled to any extension of time for delays resulting from weather unless the Contractor has requested, in writing, to the City by 11 am the day of the weather delay. If the Owner or Engineer orders the suspension of work due to inclement weather, the Contractor shall receive an extension of time for the full period when such suspension is in effect until the suspension is lifted by the Owner/Engineer.

5. Scope of Work

5.1. Project LIFT of East Stuart - Demolition and New Construction

The City of Stuart would like to request an invitation to Bid (ITB) from licensed contractors to provide all demolition and construction items for Stuart Vocational Project. The construction of the project is to be built on land owned by the City of Stuart and located at 710 SE Martin Luther King Jr. Boulevard in East Stuart. The project will include demolition and development of approximately 2.4-acres site to include but limited to demolition of existing buildings and site clearing, paving, parking, stormwater improvements, landscaping, sidewalk, shared use path, site lighting and utilities associated with building. As well as construction of a new vocational training facility and will consist of a one-story building with approximately 12,574 SF of training rooms, bays, kitchen (no grease trap), break room, meeting space, office space and bathrooms. Architectural and engineering plans, and construction documents, for the project have been prepared and completed by Kimley-Horn and Associates, Inc. and HUMM Architects and subsequently approved for construction by the City Commission.

The work is generally described as furnishing all labor, materials, equipment, tools, transportation, services and incidentals including warranty, necessary to provide the city with the items shown on plans and details for the Stuart Vocational Project.

A bid should be submitted based on the bid plans, ensuring all necessary items are included even if not explicitly listed in the bid schedule. Bid plans are the governing documents which outline all project requirements and specifications. Carefully examine all project drawings and specifications to identify every element needed for completion, regardless of whether it's explicitly mentioned in the bid schedule.

This is a Community Development Block Grant (CDBG) federally funded project. Please see the attached CDBG Bid Conditions Packet for consideration and planning your proposal.

5.2. LIQUIDATED DAMAGES

The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one hundred dollars (\$100.00) for each and every day for the first thirty (30) days and five hundred dollars (\$500.00) for each and every day thereafter, which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty. The party of the first part is hereby authorized to deduct the said sum (as specified above) from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

5.3. START OF WORK AND TIME FOR COMPLETION

It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a proposal response, successful respondent agrees to start the work within ten (10) days of issuance of Notice to Proceed. All performance of the Contract Work shall be completed within three hundred (300) calendar days of the date of issuance of

the NTP. Commencement of the Contract Work by the Contractor shall be deemed a waiver of the NTP and shall constitute the date of commencement for the purpose of the completion deadline.

5.4. SITE INSPECTION

A. It is the bidder's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities.

B. The contractor is to verify to his own satisfaction the figures appearing in these specifications, as described, at the prices proposed on the proposal form. After award, no extra charge or compensation will be allowed by the City as a result of differences between actual materials and labor, unless by reason of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to acts of God or neglect of any other contractor.

5.5. EQUIPMENT

The contractor specifically agrees to remove and replace any equipment which is excessively noisy or dirty or in any other meaningful way disturbing to the public welfare.

5.6. INSPECTION AND DIRECTION

The work will be conducted under the general direction of the Engineer, and is subject to inspection to insure compliance with the terms of the bid. The Engineer will make final inspection of the work covered by this contract when it is completed and finished in all respect in accordance with specifications and must be approved before payment is made. The contractor will notify the City upon completion of replacement, repair or maintenance and the City agrees to provide inspection of the reported work within two (2) working days following the report of work completion. Any work found to be unsatisfactory by the City shall be reported to the contractor within that same period. The contractor agrees to finish all work to the satisfaction of the City, at no additional cost, prior to receiving payment for such work.

5.7. INVOICING AND PAYMENT

The City requires a firm price for each contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through each contract term will be grounds for contract termination. Payment will be made upon completion and acceptance of the work, net 30 days.

5.8. BUSINESS OPERATIONS

Hours of Operation

- A. Outdoor construction, demolition, landscape activities, mechanical operations, and the like, that depend upon the use of mechanical, electric, internal combustion, or air driven tools, equipment and blowers, shall be prohibited between the hours of 7:00 p.m. and 7:00 a.m., except on Sundays and city recognized holidays.

- B. Outdoor loading or unloading of bulk raw materials or finished goods, in excess of one-half cubic yard (volume) or one-half ton (weight) ("deliveries"), shall be prohibited between the hours of 7:00 p.m. and 7:00 a.m., Monday through Saturday, except on city recognized holidays.

All work performed outside of hours of operation must be approved in advanced by the Public Works Director.

- A. Inclement Weather Conditions: Upon approval by the Public Works Director, the Contractor may cease operations of services during inclement weather conditions.
- B. Observed Holidays New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day & Day After, Christmas Eve & Day.

5.9. PUBLIC SAFETY AND CONVENIENCE

In the Contractor's use of streets and parking lots for the work to be done under these specifications, he/she shall conform to all Municipal, County, State and federal laws and regulations as applicable. The Contractor shall at all times so conduct his/her work so as to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of work, and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property, in a manner satisfactory to the Engineer. There shall be no obstruction of the travel lanes between the hours of 7:00-9:00 am and 4:00-6:00 pm without approval from the Engineer.

5.10. PROTECTION OF PROPERTY

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a satisfactory, workmanlike manner. The Contractor shall at all times guard against damage or loss to the property of the City of Stuart, including but not limited to safeguard sidewalks, curbing, road surfaces and motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the Contractor and shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor. The City of Stuart may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or their agents.

5.11. TIME OF STARTING WORK

The work embraced in this contract shall be actively begun within ten days after notice has been given by the Engineer or Owner to commence construction. The work shall be carried on regularly and uninterruptedly with sufficient force to ensure its completion within the time specified in the bid. Days when weather conditions prevent the continuance of the work shall not be charged against the contract time. Failure to do so shall render the Contractor liable to the City of Stuart in the amount of one hundred dollars (\$100.00) as liquidated damages for each and every day's delay in commencing work. For reasons satisfactory to the Owner, said Owner may, at its own option, waive any claims on the Contractor for damages here referred to. The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project(s); and for the protection of his own

equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

5.12. ACCESSIBILITY STANDARDS

In respect to the supply and/or installation of the services and/or items as outlined under this bid/contract; the Bidder/Contractor certifies that the work will be done or the item provided is in compliance with the applicable ADA Standards and/or in compliance with the Florida Accessibility Code for Building Construction. All applicable shop drawings will be submitted for review to ensure that the product or the work as required by this bid is in compliance with the applicable ADA Standards and/or in compliance with the Florida Accessibility Code for Building Construction.

5.13. SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspension shall be final and binding. During the suspension of the work for any cause, it must be suitably covered and protected so as to preserve it from injury by the weather or otherwise. If the Engineer shall so direct, the rubbish and surplus material shall be removed.

The Contractor shall not be entitled to any extension of time for delays resulting from weather unless the Contractor has requested, in writing, to the City by 11 am the day of the weather delay. If the Owner or Engineer orders the suspension of work due to inclement weather, the Contractor shall receive an extension of time for the full period when such suspension is in effect until the suspension is lifted by the Owner/Engineer.

5.14. CONTRACTOR'S UNDERSTANDING

The party of the second part hereby admits and agrees that he has carefully read and considered the instructions to bidders herewith, and that he has made his proposal and hereby makes this Contract with full knowledge and acquiescence therein.

5.15. SUBCONTRACTOR

The Contractor shall not sublet the whole or any part of the work without the written consent and approval of the Procurement & Contracting Services Manager. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Procurement Manager, a list of all subcontractors. No work shall be done by any subcontractor until such subcontractor has been officially approved by the Procurement Coordinator. A subcontractor not appearing on original list will not be approved without written request submitted to the Procurement Coordinator and approved by the Owner. In all cases, the Contractor shall give his personal attention to the work of the subcontractors and the subcontractor is liable to be discharged by the Engineer for neglect of duty, incompetence or misconduct.

6. Pricing Proposal

The bid schedule should reflect the work outlined in the plans. Therefore, it's the bidder's responsibility to review the bid plans and submit questions for any inconsistencies and missing items on the bid schedule for consistency with the bid plans.

TABLE 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
GENERAL					
1	Mobilization/Demobilization/General Conditions	1	LS		
2	Maintenance of Traffic	1	LS		
3	Demolition	1	LS		
4	Pre/Post Construction Video	4.5	HR		
5	Construction Survey (Layout)	1	LS		
6	Construction Survey (As-built)	1	LS		
7	Clearing / Grubbing (Includes vegetation removal) / Demolition	2.17	AC		
8	Stabilized Construction Entrance	1	EA		
9	Silt Fence	1,148	LF		
10	Silt Dike	119	LF		
11	Inlet Protection	13	EA		
12	Tree Removal	34	EA		
13	SWPP Sign	1	EA		
14	Concrete Wash	1	EA		
15	Construction Entrance/Exit	1	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16	Construction Wash Rack	1	EA		
17	Construction Fencing	1,302	LF		
18	Cut (Site)	2,622	CY		
19	Cut (Pond)	785	CY		
20	Cut (Building Over Excavation)	1,385	CY		
21	Pond Fill	785	CY		
22	Building Structural Fill	1,385	CY		
23	Onsite Cut to be Cleaned for Fill	1,221	CY		
24	Bike Rack	2	EA		
25	Wheel Stops	6	EA		
26	Trash Enclosure + Gates	1	LS		
27	Light Pole Bases	10	EA		
28	Site Light Pole and Fixtures	10	EA		
29	Handicap Ramps	8	EA		
30	Handrails	123	LF		
31	Bench	1	EA		
32	Sign Conduits (ADA and Monuments)	3	EA		
33	Primary Electric Conduit	110	LF		
34	Secondary Electric Conduit	49	LF		
35	Communication Conduit	59	LF		
DRAINAGE / ROADWAY					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
36	12" Stabilized Subgrade (LBR-40)	1,068	SY		
37	6" Optional Base Group 4	1,068	SY		
38	1" Type SP-12.5 Asphaltic Concrete (1st Lift)	62	TN		
39	1" Type SP-9.5 Asphaltic Concrete (2nd Lift)	62	TN		
40	Type 'C' Catch Basin	4	EA		
41	Type 'D' Curb	1,923	LF		
42	Concrete Sidewalk (4")	1,820	SY		
43	Type 'E' Inlet	2	EA		
44	Yard Drain	1	EA		
45	Type 'J' Manhole (<10')	1	EA		
46	18" HDPE	560	LF		
47	8" HDPE	150	LF		
48	Downspout / Building Drainage Connection	2	EA		
UTILITIES - WATER					
49	2" PVC Watermain (C-900)	40	LF		
50	6" DIP Watermain (C-900)	82	LF		
51	4" PVC Fire Line	27	LF		
52	8" x 6" Tapping Sleeve and Valve	1	EA		
53	45° Bend	2	EA		
54	2" 90° Bend	2	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
55	6" Gate Valve	1	EA		
56	6" x 2" Tee	1	EA		
57	2" Gate Valve	1	EA		
58	2" RPZ	1	EA		
59	2" Water Meter	1	EA		
60	6" Double Detector Check Valve	1	EA		
61	Fire Department Connection (FDC)	1	EA		
UTILITIES - WASTEWATER					
62	4" PVC Lateral	65	LF		
63	4" Cleanout	1	EA		
64	Connection to Existing Sanitary	1	EA		
SIGNAGE AND STRIPING					
65	6" White Thermoplastic	564	LF		
66	Handicap Symbol	2	EA		
67	6" Blue Thermoplastic	85	LF		
68	Stop Bar	4	EA		
69	Crosswalk	2	EA		
70	Directional Striping	16	EA		
71	Site Signage	6	EA		
LANDSCAPE					
72	Sabal Palms	28	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
73	Florida Red Maple	15	EA		
74	Green Buttonwood	14	EA		
75	Live Oak	15	EA		
76	Casia Tree	9	EA		
77	East Palatka	6	EA		
78	Red Tip Coco Plum	200	EA		
79	Compact Simpsons Stopper	186	EA		
80	Yew Podocarpus	22	EA		
81	Horizontal Coco Plum	378	EA		
82	Florida Coontie	209	EA		
83	Dwarf Fakahatchee	216	EA		
84	Sword Fern	163	EA		
85	Bahia Grass	16,889	SF		
86	St Augustine	25,560	SF		
87	Mulch	50	CY		
88	Sod	4,477	SY		
IRRIGATION					
89	Lawn & plant irrigation system	33,500	SF		
90	Irrigation pump	1	EA		
ARCHITECTURAL					
91	Foundation - Footers	975	CY		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
92	Slab on Grade	12,600	SF		
93	Raised Slab	4,718	SF		
94	Structural Steel	184	TN		
95	Cladding	6,550	SF		
96	Floor sealing	13,718	SF		
97	Wall tile	1,092	SF		
98	Drywall	15,600	SF		
99	Framing	840	LF		
100	Insulation	8,400	SF		
101	Curtain Walls	62	LF		
102	Doors - Glass, Double	6	EA		
103	Doors - Solid	9	EA		
104	Doors - Overhead Garage, Sectional	12	EA		
105	Doors - framing + hardware	15	EA		
106	Windows - Fixed	33	EA		
107	Windows - Storefront	4	EA		
108	Window sills	80	LF		
109	Ceiling - GWB	4,718	SF		
110	Ceiling - MDF	13,440	SF		
111	Roof Panels	20,900	SF		
112	Stair - 20 treads	1	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
113	Guardrails	157	LF		
114	Cabinets + counters	208	LF		
115	Electrical outlets	130	EA		
116	Electrical wiring	12,600	SF		
117	Big Ass Fans	10	EA		
118	Light Fixtures	168	EA		
119	Plumbing - Toilets	7	EA		
120	Plumbing - Urinals	2	EA		
121	Plumbing - Sinks	10	EA		
122	Plumbing - Faucets	10	EA		
123	Plumbing - Drinking Fountains	3	EA		
124	Plumbing - accessories	25	EA		
125	Plumbing - misc	1	EA		
126	Kitchen equipment	2	EA		
127	Fire Sprinkler	12,500	SF		
128	Fire alarm system	1	EA		
129	Fire extinguishers	3	EA		
130	BDA radio system	1	EA		
131	HVAC	40	TN		
132	Painting	17,400	SF		
133	Signage - interior	14	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
134	Signage - exterior	2	EA		
135	Fence - 6' aluminum picket, 2 vehicle electronic gates, 1 pedestrian gate, remotes needed for access	790	LF		
136	Fence Alt - 6' vinyl coated chain link	790	LF		
137	Lightning protection	12,600	SF		
138	Asbestos testing/abatement	12,600	SF		
139	Final cleaning	12,600	SF		
TOTAL					

7. Vendor Questionnaire

7.1. [Proposal Checklist](#)

Please download the below documents, complete, and upload.

- [Checklist.pdf](#)

7.2. [Contact Information](#)

Please download the below documents, complete, and upload.

- [Contact Information.pdf](#)

7.3. [Certification*](#)

The Respondent certifies that as a condition of bidding he will hold good his proposal prices for a minimum period of ninety (90) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive, and no further evaluation of the proposal will occur.

I do hereby confirm the above information as valid and true:

☐ Please confirm

*Response required

7.4. [Safety Standards Certification*](#)

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Safety Standards Certificat...](#)

*Response required

7.5. [References Form*](#)

Please download the below documents, complete, and upload.

- [Refernces Form.pdf](#)

*Response required

7.6. [Schedule of Subcontractors Participation *](#)

Please download the below documents, complete, and upload.

- [Schedule of Subcontractors ...](#)

*Response required

7.7. Sworn Statement Pursuant to Section 287.133(3)(a)*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Sworn Statement Pursuant to...](#)

*Response required

7.8. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

- [Drug Free Work Cert.pdf](#)

*Response required

7.9. Public Entity Crimes*

Please download the below documents, complete, and upload.

- [Public Entity Crimes .pdf](#)

*Response required

7.10. Suspended Vendor List*

City of Stuart, FL will verify that your company name is not on this list:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/suspended_vendor_list

Please identify your legal company name here:

*Response required

7.11. Scrutinized List of Prohibited Companies List*

City of Stuart, FL will verify that your company name is not on this list:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/suspended_vendor_list

Please identify your legal company name here:

*Response required

7.12. Do you affirm and represent that you are registered with E-Verify System and are using same, and will continue to use the same as required by Section 448.095, Florida Statute?*

By entering into a contract with the City of Stuart, you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Further, by your entering into a contract, you affirm and represent that you are registered with the E-Verify system and are

using same, and will continue to use same as required by Section 448.095, Fla. Stat. Compliance with Section 448.095, Fla. Stat., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.”

*Response required

7.13. Additional Information from Proposer

Upload optional information.



City of Stuart
142 - Procurement & Contracting Services
Division

Holly Vath, Procurement Coordinator
121 SW Flagler Avenue, Stuart, FL 34994
(772) 288-5320

ADDENDA REPORT
ITB No. ITB 2025-102
Project LIFT of East Stuart - Demolition and New Construction

RESPONSE DEADLINE: February 18, 2025 at 1:00 pm

Thursday, July 3, 2025

Addenda Issued:

Addendum #1

Dec 5, 2024 8:00 AM

Updated Bid Sheet

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addendum #2

Dec 12, 2024 9:20 AM

Asbestos Report and Geotechnical Report

Attachments:

- [Asbestos Report](#)
- [Geotechnical Report](#)

Addendum #3

Dec 12, 2024 12:10 PM

Photos of existing structure

Attachments:

- [Suite #7 6](#)
- [Suite #7 3](#)
- [Suite #6 3](#)
- [Suite #7 5](#)
- [Suite #7 1](#)
- [1](#)
- [3](#)
- [4](#)
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- [13](#)
- [14](#)
- [15](#)
- [720 Main Building 2](#)
- [720 Main Building](#)
- [720 Main Building 3](#)
- [720 Main Building Back](#)
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- [720 Main Building Left 4](#)
- [720 Main Building Left 3 no key](#)
- [720 Main Building Left 2 no key](#)
- [720 Main Building Left 5](#)
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- [720 Main Building Left 8](#)
- [720 Main Building Middle 3](#)
- [720 Main Building Middle 4](#)
- [720 Main Building Middle 5](#)
- [720 Main Building Middle 6](#)
- [720 Main Building Right 1](#)
- [720 Main Building Middle 7](#)
- [720 Main Building Right 2](#)
- [720 Main Building Right 3](#)
- [Suite #7 4](#)
- [720 Main Building Right 4](#)
- [Suite #6 4](#)
- [Suite #6 2](#)
- [Suite #7 2](#)
- [Suite #6 1](#)
- [Suite #5 NAACP](#)
- [Suite #4 5](#)
- [Suite #4 6](#)
- [Suite #4 4](#)
- [Suite #4 3](#)

- [Suite #4 1](#)
- [Suite #3 5](#)
- [Suite #4 2](#)
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- [Gas Station](#)
- [Car Wash 4](#)
- [Car Wash 3](#)
- [Car Wash 2](#)
- [Car Wash 1](#)
- [Building #2 Suites 2 3 4](#)
- [Building #2 Suites 2 3 4](#)
- [Building #1 Suites 5 6 7](#)
- [720 Main Building Right 11](#)
- [720 Main Building Right 8](#)
- [720 Main Building Right 10](#)
- [720 Main Building Right 9](#)
- [720 Main Building Right 7](#)
- [720 Main Building Right 6](#)
- [720 Main Building Right 5](#)

Addendum #4

Dec 12, 2024 12:32 PM

Revised hours of work

The bid schedule should reflect the work outlined in the plans. Therefore, it's the bidder's responsibility to review the bid plans and submit RFI for any inconsistencies and missing items on the bid schedule for consistency with the bid plans.

Addendum #5

Dec 26, 2024 12:47 PM

Due date changed to January 16, 2025. Revised plans.

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addendum #6

Dec 26, 2024 12:58 PM

Questions and Answers

Attachments:

· [Addendum - Questions](#)

Addendum #7

Jan 7, 2025 6:26 PM

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addendum #8

Jan 9, 2025 9:32 AM

Question deadline changed to January 16, 2025, 5:00 pm.

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addendum #9

Jan 14, 2025 6:52 PM

See Attachment T

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addendum #10

Jan 23, 2025 3:39 PM

Due date will be extended two weeks after responses to questions submitted have been answered.

Addendum #11

Jan 27, 2025 6:41 PM

Due date extended to February 13, 2025.

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addendum #12

Feb 2, 2025 5:14 PM

Questions and answers - Additional attachment also added.

Attachments:

· [Addendum 12 2025.02.02](#)

Addendum #13

Feb 2, 2025 5:21 PM

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addendum #14

Feb 2, 2025 5:25 PM

Due date updated to February 18, 1:00 pm.

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addendum #15

Feb 2, 2025 5:27 PM

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addendum #16

Feb 4, 2025 6:08 PM

The exterior of the Hobe Sound Project Lift is complete. It's on Bridge Road. Quarter mile west of us
1. Visible from road

The architect has stated that the exact same specifications were used to permit and build the Hobe Sound Project Lift. Proposers can go visit the Hobe Sound location to view.

Addendum #17

Feb 4, 2025 6:25 PM

Updated Price Proposal Sheet

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
South Coast Improvement Company	X	Dec 16, 2024 3:23 PM	Jessica Kaeterle
Di Pompeo Construction Corporation	X	Dec 23, 2024 3:01 PM	Estimating Department
Proctor Construction Company, LLC	X	Dec 10, 2024 11:11 AM	Amber Hall

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
South Coast Improvement Company	X	Dec 16, 2024 3:23 PM	Jessica Kaeterle
Di Pompeo Construction Corporation	X	Dec 23, 2024 3:01 PM	Estimating Department
Proctor Construction Company, LLC	X	Jan 13, 2025 10:18 AM	Amber Hall

Addendum #3

Proposal	Confirmed	Confirmed At	Confirmed By
South Coast Improvement Company	X	Dec 16, 2024 3:23 PM	Jessica Kaeterle
Di Pompeo Construction Corporation	X	Dec 23, 2024 3:01 PM	Estimating Department
Proctor Construction Company, LLC	X	Jan 13, 2025 10:18 AM	Amber Hall

Addendum #4

Proposal	Confirmed	Confirmed At	Confirmed By
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ADDENDA REPORT
ITB No. ITB 2025-102
Project LIFT of East Stuart - Demolition and New Construction

South Coast Improvement Company	X	Dec 16, 2024 3:23 PM	Jessica Kaeterle
Di Pompeo Construction Corporation	X	Dec 23, 2024 3:01 PM	Estimating Department
Proctor Construction Company, LLC	X	Jan 13, 2025 10:18 AM	Amber Hall

Addendum #5

Proposal	Confirmed	Confirmed At	Confirmed By
South Coast Improvement Company	X	Jan 24, 2025 2:19 PM	Jessica Kaeterle
Di Pompeo Construction Corporation	X	Dec 30, 2024 10:26 AM	Estimating Department
Proctor Construction Company, LLC	X	Jan 13, 2025 10:18 AM	Amber Hall

Addendum #6

Proposal	Confirmed	Confirmed At	Confirmed By
South Coast Improvement Company	X	Jan 24, 2025 2:19 PM	Jessica Kaeterle
Di Pompeo Construction Corporation	X	Dec 30, 2024 10:26 AM	Estimating Department
Proctor Construction Company, LLC	X	Jan 13, 2025 10:18 AM	Amber Hall

Addendum #7

Proposal	Confirmed	Confirmed At	Confirmed By
South Coast Improvement Company	X	Jan 24, 2025 2:19 PM	Jessica Kaeterle
Di Pompeo Construction Corporation	X	Jan 9, 2025 10:31 AM	Estimating Department
Proctor Construction Company, LLC	X	Jan 13, 2025 10:18 AM	Amber Hall

Addendum #8

Proposal	Confirmed	Confirmed At	Confirmed By
South Coast Improvement Company	X	Jan 24, 2025 2:19 PM	Jessica Kaeterle
Di Pompeo Construction Corporation	X	Jan 9, 2025 10:31 AM	Estimating Department
Proctor Construction Company, LLC	X	Jan 13, 2025 10:18 AM	Amber Hall

Addendum #9

Proposal	Confirmed	Confirmed At	Confirmed By
South Coast Improvement Company	X	Jan 24, 2025 2:19 PM	Jessica Kaeterle
Di Pompeo Construction Corporation	X	Jan 21, 2025 1:59 PM	Estimating Department
Proctor Construction Company, LLC	X	Feb 17, 2025 3:30 PM	Amber Hall

Addendum #10

Proposal	Confirmed	Confirmed At	Confirmed By
South Coast Improvement Company	X	Feb 17, 2025 1:25 PM	Jessica Kaeterle
Di Pompeo Construction Corporation	X	Jan 27, 2025 10:35 AM	Estimating Department
Proctor Construction Company, LLC	X	Feb 17, 2025 3:30 PM	Amber Hall

Addendum #11

Proposal	Confirmed	Confirmed At	Confirmed By
South Coast Improvement Company	X	Feb 17, 2025 1:25 PM	Jessica Kaeterle
Di Pompeo Construction Corporation	X	Feb 3, 2025 2:42 PM	Estimating Department
Proctor Construction Company, LLC	X	Feb 17, 2025 3:30 PM	Amber Hall

Addendum #12

Proposal	Confirmed	Confirmed At	Confirmed By
South Coast Improvement Company	X	Feb 17, 2025 1:25 PM	Jessica Kaeterle
Di Pompeo Construction Corporation	X	Feb 3, 2025 2:42 PM	Estimating Department
Proctor Construction Company, LLC	X	Feb 17, 2025 3:30 PM	Amber Hall

Addendum #13

Proposal	Confirmed	Confirmed At	Confirmed By
South Coast Improvement Company	X	Feb 17, 2025 1:25 PM	Jessica Kaeterle
Di Pompeo Construction Corporation	X	Feb 3, 2025 2:42 PM	Estimating Department
Proctor Construction Company, LLC	X	Feb 17, 2025 3:30 PM	Amber Hall

Addendum #14

Proposal	Confirmed	Confirmed At	Confirmed By
South Coast Improvement Company	X	Feb 17, 2025 1:25 PM	Jessica Kaeterle
Di Pompeo Construction Corporation	X	Feb 3, 2025 2:42 PM	Estimating Department
Proctor Construction Company, LLC	X	Feb 17, 2025 3:30 PM	Amber Hall

Addendum #15

Proposal	Confirmed	Confirmed At	Confirmed By
South Coast Improvement Company	X	Feb 17, 2025 1:25 PM	Jessica Kaeterle
Di Pompeo Construction Corporation	X	Feb 3, 2025 2:42 PM	Estimating Department
Proctor Construction Company, LLC	X	Feb 17, 2025 3:30 PM	Amber Hall

Addendum #16

Proposal	Confirmed	Confirmed At	Confirmed By
South Coast Improvement Company	X	Feb 17, 2025 1:25 PM	Jessica Kaeterle
Di Pompeo Construction Corporation	X	Feb 6, 2025 10:18 AM	Estimating Department
Proctor Construction Company, LLC	X	Feb 17, 2025 3:30 PM	Amber Hall

Addendum #17

Proposal	Confirmed	Confirmed At	Confirmed By
South Coast Improvement Company	X	Feb 17, 2025 1:25 PM	Jessica Kaeterle
Di Pompeo Construction Corporation	X	Feb 6, 2025 10:18 AM	Estimating Department
Proctor Construction Company, LLC	X	Feb 17, 2025 3:30 PM	Amber Hall



CERTIFICATE OF LIABILITY INSURANCE

Exhibit D

DATE (MM/DD/YYYY)

12/10/2024

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309		CONTACT NAME: PHONE (A/C, No, Ext): (954) 776-2222 FAX (A/C, No): (954) 776-4446 E-MAIL ADDRESS: 053.certs@bbrown.com		
INSURED Proctor Construction Company, LLC 2050 Highway US 1, Suite 200 Vero Beach FL 32960		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Zurich American Insurance Company		16535
		INSURER B: American Guarantee and Liability Insurance Company		26247
		INSURER C: Evanston Insurance Company		35378
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2024-2025 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	GLO130568404	05/25/2024	05/25/2025	EACH OCCURRENCE	\$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 1,000,000	
	MED EXP (Any one person)						\$ 10,000	
	PERSONAL & ADV INJURY						\$ 2,000,000	
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	BAP130568504	05/25/2024	05/25/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
	PROPERTY DAMAGE (Per accident)						\$	
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			AUC130568204	05/25/2024	05/25/2025	EACH OCCURRENCE	\$ 20,000,000
	AGGREGATE						\$ 20,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC130568604	05/25/2024	05/25/2025	☒ PER STATUTE ☐ OTH-ER	
	E.L. EACH ACCIDENT						\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT						\$ 1,000,000	
C	Contractors' Pollution Liability Occurrence Form			CPLMOL117368	05/25/2023	05/25/2025	Per Occurrence	\$2,000,000
							Aggregate	\$2,000,000
							Deductible	\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name - , Project LIFT of East Stuart, Bid #ITB 2025-102
30 Days Notice of Cancellation applies except 10 days for non-payment of premium.
City of Stuart and Consultant, its officers, board members, employees, and agents are included as Additional Insured with respects to General Liability and Commercial Auto as required by written contract.
City of Stuart and Consultant, its officers, board members, employees, and agents are additional insured on a primary and non-contributory basis including Products and Completed Operations with respect to General Liability as required by written contract.

CERTIFICATE HOLDER

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

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

Meeting Date: 7/28/2025

Prepared by: Vince Felicione

Title of Item:

THIRD PARTY BILLING CONTRACT FOR AMBULANCE / EMS SERVICES (RC):

RESOLUTION No. 73-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING A CONTRACT BETWEEN DIGITECH COMPUTER LLC AND THE CITY OF STUART FOR THIRD PARTY AMBULANCE/EMS BILLING SERVICES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Award contract to new vendor for third-party Ambulance/EMS billing. The previous contract expired with another vendor and wasn't renewed.

Funding Source:

N/A

Recommended Action:

Move approval of Resolution 73-2025

ATTACHMENTS:

1. Resolution 73_2025 Ambulance Billing Contract Digitech- Legal Rev FINAL
2. Stuart FL - Piggyback on Fernandina 7.1.25 - signed FINAL



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

RESOLUTION NUMBER 73-2025

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA, AUTHORIZING
A CONTRACT BETWEEN DIGITECH COMPUTER
LLC AND THE CITY OF STUART FOR THIRD
PARTY AMBULANCE/EMS BILLING SERVICES;
PROVIDING AN EFFECTIVE DATE; AND FOR
OTHER PURPOSES.**

* * * * *

WHEREAS, to promote the health, welfare, and safety of its citizens, the City of Stuart maintains a full-service Fire Rescue Department, including EMS and ambulance services; and

WHEREAS, pursuant to Section 7 – Cooperative Purchasing of the City of Stuart Procurement Policies and Procedures, the City is authorized to use other government contracts which have been competitively solicited and awarded to the lowest, responsive and responsible bidder which is commonly known as piggybacking and is particularly desirable if time is a constraint or if the chances for obtaining better prices from other sources is poor; and

WHEREAS, to efficiently process and bill for those services, the City has long utilized a third-party billing service for ambulance/EMS services in which our previous contract with another vendor expired on June 30th, 2025, and was not renewed; and

WHEREAS, the City of Stuart has identified the City of Fernandina Beach, Request for Proposal (RFP) 24-07 for Third Party Ambulance/EMS Billing Services and

subsequent contract from RFP 24-07, dated December 3rd, 2024, that allows other public bodies to utilize this contract on a Cooperative Procurement basis, in accordance with the City's procurement/purchasing policies; and

WHEREAS, to ensure continuity in the City's ambulance/EMS billing process, City staff recommends a five-year contract with this vendor.

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

SECTION 1: The above-stated recitals are true, correct and incorporated herein by reference.

SECTION 2: The City Commission hereby authorizes the City Mayor to execute the Billing Services Agreement with Digitech Computer LLC, subject to the review and approval of the City Attorney.

SECTION 3: 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:

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

BILLING SERVICE AGREEMENT

This BILLING SERVICE AGREEMENT, dated July 1, 2025 (the "Effective Date") between DIGITECH COMPUTER LLC ("DIGITECH") maintaining its principal place of business at 480 Bedford Road, Suite C-202, Chappaqua, NY 10514 and CITY OF STUART, FL ("CLIENT"), a municipal corporation maintaining its principal place of business at 121 SW Flagler Avenue, Stuart, FL 34994 (the "Agreement").

WITNESSETH:

The parties hereby agree as follows:

I. INCORPORATION BY REFERENCE

That certain Billing Service Agreement Between Fernandina Beach, FL and Digitech Computer LLC dated December 3, 2024 ("Fernandina Agreement") is incorporated herein by reference as if fully set forth. The CLIENT has identified Fernandina Beach, Request for Proposal (RFP) 24-07 for Third Party Ambulance/EMS Billing Services and subsequent contract from RFP 24-07, dated December 3rd, 2024, that allows other public bodies to utilize this contract on a Cooperative Procurement basis. The CLIENT shall have all the rights and obligations of the CITY as set forth in the Fernandina Agreement and DIGITECH shall have all the rights and obligations held by the VENDOR in the Fernandina Agreement. Any conflict among this Agreement and the Fernandina Agreement (collectively, the "Contract Documents") shall be controlled and resolved in the following priority of the Contract Documents: this Agreement and then the Fernandina Agreement.

The fees under Paragraph 1 of the Fernandina Agreement are hereby modified such that CLIENT shall pay DIGITECH as follows:

A Billing Fee equal to 3.95% of net monthly non-Medicaid EMS billing collections;

A Medicaid Flat Fee of \$8.00 per transport; plus

A HIPAA Notice Fee of \$2.00 per transport.

The monthly minimum fee of \$5,000 will not apply.

II. SCOPE OF SERVICES

DIGITECH shall provide emergency medical services (EMS) third party billing services based on a cooperative use of the Fernandina Agreement as specifically described in the Contract Documents. CLIENT's ePCR vender is ESO. Additionally, DIGITECH shall provide the Public Emergency Medical Transports ("PEMT") services per the Proposal dated May 2025 which is incorporated herein and Rider C attached hereto.

III. TERM

The term ("Term") of this Agreement consists of a claim processing period commencing on July 1, 2025 and ending on June 30, 2030. Thereafter, the Term shall automatically renew for additional one (1) year periods unless either party gives the other party sixty (60) days' notice of cancellation. DIGITECH will be entitled to its fees as described in the Contract Documents for all collections for transports with dates of service from the Effective Date through those transports with dates of service prior to the end of the Term.

IV. NOTICES

All notices or other communications required or contemplated herein shall be in writing, sent by certified mail return-receipt-requested, overnight delivery, or personal delivery, addressed to the party at the address indicated below, or as same may be changed from time to time by notice similarly given. Notices shall be deemed given three (3) business days after mailing, if by certified mail, the next business day, if by overnight delivery, or, if hand delivered, on the date of such delivery.

If to DIGITECH:

Walter C. Pickett II
Chief Executive Officer
Digitech Computer LLC
480 Bedford Road, Suite C-202
Chappaqua, NY 10514
Email: contracts@digitechcomputer.com

If to CLIENT:

City of Stuart Fire Rescue
800 SE Martin Luther King Jr. Blvd.
Stuart, FL 34994

And

City of Stuart
Attention: City Clerk
121 SW Flagler Avenue
Stuart, FL 34994
Email: cityclerk@ci.stuart.fl.us

V. BUSINESS ASSOCIATE AGREEMENT

With regard to CLIENT's Protected Health Information ("PHI"), DIGITECH will perform the Services contemplated herein in accordance with the HIPAA Business Associate Agreement set forth in Rider B to this Agreement as executed by both Parties.

VI. INVOICING

DIGITECH shall invoice CLIENT based upon the invoicing information provided by CLIENT in Rider A-1 of this Agreement.

VII. BINDING EFFECT OF CONTRACT

The terms, provisions and conditions of this Agreement shall bind and inure to the benefit of the respective parties hereto and to their representatives, successors, and (where permitted by this Agreement) their assigns.

VIII. PUBLIC RECORDS LAW REQUIREMENTS

Pursuant to Section 119.0701, Florida Statutes, a vendor performing services for the CLIENT must: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the CLIENT in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Record, on the same terms and conditions that the CLIENT would provide records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt and confidential from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all the requirements for retaining Public Records and transfer, at no cost to the CLIENT, all Public Records in possession of DIGITECH within thirty (30) days after termination of this Agreement. All Public Records stored electronically must be provided to the CLIENT in a format that is compatible with the information technology of the CLIENT; Microsoft SQL is the agreed upon data format unless the parties agree otherwise. If DIGITECH does not comply with a Public Records request, the CLIENT may pursue any and all remedies available in law or equity, including but not limited to specific performance. IF DIGITECH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DIGITECH'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK AS THE CUSTODIAN OF PUBLIC RECORDS FOR THE CLIENT AND ALL OF ITS RESPECTIVE DEPARTMENTS AT publicrecordsrequest@ci.stuart.fl.us, CITY OF STUART, CITY CLERK, 121 SW FLAGLER AVENUE, STUART, FL 34994 PER FLORIDA STATUTES § 119.12

The parties hereto have executed this Agreement on the day and year first above written.

CITY OF STUART, FL

DIGITECH COMPUTER LLC

By: _____

By: Walter C. Pickett II
Walter C. Pickett II (Jul 2, 2025 11:47 EDT)

Name: _____

Name: Walter C. Pickett II

Title: _____

Title: Chief Executive Officer

Date: _____

Date: 07/02/2025

Attest:

Mary Kindel, City Clerk

Approved as to form and correctness:

Lee J. Baggett, Esquire
City Attorney

RIDER A-1
CLIENT INVOICING INFORMATION

Mailing Address:	
Email Address (General):	
Email Address (Invoicing):	
A/P Contact Name:	
A/P Contact Phone Number:	
Tax ID:	

RIDER B
BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”), is made and entered into by and between **CITY OF STUART, FL (“Covered Entity”)** and **DIGITECH COMPUTER LLC (“Business Associate”)**. This Agreement shall form a part of all agreements and other engagements as are currently in effect between the parties under which Protected Health Information (“PHI”) (as defined in Article 1 of this Agreement) is provided, created or received by Business Associate from or on behalf of Covered Entity, and shall supersede and replace any business associate agreement or amendment previously entered into between Covered Entity and Business Associate in accordance with the requirements of HIPAA (as defined below) and/or the HITECH Act (as defined below). This Agreement is effective as of the effective date of the associated Billing Service Agreement (the “*Effective Date*”).

RECITALS

WHEREAS, Covered Entity and Business Associate are parties to that specific Billing Service Agreement effective as of July 1, 2025 (the “Billing Service Agreement”); and

WHEREAS, in connection with the performance of their respective obligations under the terms of the Billing Service Agreement, Covered Entity may disclose certain information to Business Associate, and Business Associate may use and/or disclose certain information, some of which may constitute PHI; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to, or created, utilized or disclosed by, Business Associate pursuant to the Billing Service Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, and its implementing regulations and guidance issued by the Secretary of the U.S. Department of Health and Human Services (the “Secretary”), all as amended from time to time (“HIPAA”), as well as the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary, all as amended from time to time (the “HITECH Act”), and other applicable laws;

The parties do hereby agree as follows:

Article 1: Definitions

1.1 Definitions. For the purposes of this Agreement, the following defined terms shall have the following definitions. All capitalized terms used in this Agreement but not otherwise defined herein shall have the meaning given in HIPAA or the HITECH Act, as applicable.

- (a) “**Breach**” has the meaning given to such term under HIPAA and the HITECH Act, including, but not limited to, at § 13400(1) of the HITECH Act and 45 CFR § 164.402.

- (b) **“Data Aggregation”** has the meaning given to such term under the Privacy Standards (as defined below), including, but not limited to, at 45 CFR § 164.501.
- (c) **“Designated Record Set”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.501.
- (d) **“Health Care Operations”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.501.
- (e) **“Limited Data Set”** has the meaning given to such term under the Privacy Standards, including, but not limited to, at 45 CFR § 164.514.
- (f) **“Privacy Standards”** means the HIPAA Privacy Rule and HIPAA Security Rule codified at 45 CFR Parts 160, 162 and 164.
- (g) **“Protected Health Information” or “PHI”** has the meaning given to such term under HIPAA, the HITECH Act, and the Privacy Standards, including, but not limited to, at 45 CFR § 160.103.
- (h) **“Unsecured Protected Health Information”** has the meaning given to such term under HIPAA and the HITECH Act, including, but not limited to, at § 13402(h) of the HITECH Act and 45 CFR §164.402.

Article 2: Duties of Business Associate

- 2.1 Compliance with Privacy Provisions.** Business Associate shall only use and disclose PHI in performance of its obligations under the Billing Service Agreement and as permitted or required by law. Business Associate agrees to be in compliance with each applicable requirement of 45 CFR § 164.504(e) and all requirements of the HITECH Act applicable to Business Associate.
- 2.2 Compliance with Security Provisions.** Business Associate shall: (a) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (b) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; (c) use its best efforts to implement and maintain technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH Act; and (d) be in compliance with all requirements of the HITECH Act related to security and applicable to Business Associate.
- 2.3 Breach of Unsecured PHI.**
 - (a) With respect to any suspected or actual unauthorized acquisition, access, use or disclosure (“Acquisition”) of Covered Entity’s PHI by Business Associate, its agents or subcontractors, and/or any Acquisition of data in violation of any applicable federal or state law, Business Associate shall (i) investigate such Acquisition; (ii)

determine whether such Acquisition constitutes a reportable Breach under HIPAA, the HITECH Act, and/or applicable federal or state law ; (iii) document and retain its findings under clauses (i) and (ii); and (iv) take any action pertaining to such Acquisition required by applicable federal or state law.

- (b) If Business Associate discovers that a Breach has occurred, Business Associate shall notify Covered Entity in writing without unreasonable delay and in no case later than five (5) days after discovery of the Breach. Business Associate's written notice shall include all available information required by 45 CFR § 164.410 and other applicable law. Business Associate's written report shall be promptly supplemented with any new or additional information. Business Associate agrees to cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act and other applicable law with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s) or others as required by the HITECH Act and other applicable law.

2.4 Permitted Uses of PHI. Satisfactory performance of its obligations under the Billing Service Agreement by Business Associate may require Business Associate to receive or use PHI obtained from Covered Entity, or created or received by Business Associate on behalf of Covered Entity; provided, however, that Business Associate shall not use PHI other than for the purpose of performing Business Associate's obligations under the Billing Service Agreement (including this Agreement), as permitted or required under the Billing Service Agreement (including this Agreement), or as required by law. Business Associate shall not use PHI in any manner that would constitute a violation of HIPAA if so used by Covered Entity.

2.5 Permitted Disclosures of PHI. Business Associate shall not disclose PHI other than for the purpose of performing Business Associate's obligations under the Billing Service Agreement (including this Agreement), as permitted or required under the Billing Service Agreement (including this Agreement), or as required by law. Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA if so disclosed by Covered Entity. To the extent that Business Associate discloses PHI to a third party in carrying out its obligations under the Billing Service Agreement, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the PHI, to the extent the third party has obtained knowledge of such breach.

2.6 Minimum Necessary. Business Associate shall limit its use, disclosure or request of PHI to only the minimum necessary as required by law.

- 2.7 Retention of PHI.** Unless otherwise specified in the Billing Service Agreement, Business Associate shall maintain and retain PHI for the term of the Billing Service Agreement, and make such PHI available to Covered Entity as set forth in this Agreement.
- 2.8 Safeguarding PHI.** Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Billing Service Agreement and this Agreement. Business Associate will appropriately safeguard electronic PHI in accordance with the standards specified at 45 CFR § 164.314(a). In particular, Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity.
- 2.9 Agents and Subcontractors.** Business Associate shall ensure that any agents (including subcontractors) of Business Associate to whom Business Associate provides PHI received from Covered Entity, or PHI created or received by Business Associate on behalf of Covered Entity, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including the requirement to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI. Business Associate shall implement appropriate sanctions against agents and subcontractors that violate such restrictions and conditions, including termination of the agency or subcontractor relationship, if feasible, and shall mitigate the effects of any such violations.
- 2.10 Reporting Unauthorized Use or Disclosure.** Business Associate shall report in writing to Covered Entity any use or disclosure of PHI not provided for under the Billing Service Agreement or this Agreement as soon as possible after Business Associate becomes aware of such an incident but in no case later than five (5) days after the date on which Business Associate becomes aware of any such incident; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below). “Unsuccessful Security Incidents” will include, but not be limited to, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate shall take (i) prompt corrective action to cure any deficiencies that caused the unauthorized use or disclosure, and (ii) any corrective action required by applicable federal and state law.
- 2.11 Access to Information.** Within five (5) days of Covered Entity’s request, Business Associate shall provide Covered Entity with access to Covered Entity’s PHI maintained by Business Associate or its agents or subcontractors to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.524.
- 2.12 Availability of PHI for Amendment.** The parties acknowledge that the Privacy Standards permit an individual who is the subject of PHI to request certain amendments of their

records. Upon Covered Entity's request for an amendment of PHI or a record about an individual contained in a Designated Record Set, but not later than five (5) days after receipt of such request, Business Associate and its agents or subcontractors shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.526. If any individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Covered Entity has the sole authority to deny a request for amendment of PHI received or created under the terms of the Billing Service Agreement and maintained by Business Associate or its agents or subcontractors.

2.13 Accounting of Disclosures. Upon Covered Entity's request, Business Associate, its agents and subcontractors shall make available the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Standards, including, but not limited to, 45 CFR § 164.528. For this purpose, Business Associate shall retain a record of disclosure of PHI for at least six (6) years from the date of disclosure. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the effective date of the Billing Service Agreement. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. Where a request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such reply to the requested accounting.

2.14 Agreement to Restriction on Disclosure. If Covered Entity is required to comply with a restriction on the disclosure of PHI pursuant to § 13405 of the HITECH Act, then Covered Entity shall provide written notice to Business Associate of the name of the individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law.

2.15 Accounting of Disclosures of Electronic Health Records ("EHR"). If Business Associate is deemed to use or maintain an EHR on behalf of Covered Entity, then Business Associate shall maintain an accounting of any disclosures made through an EHR for Treatment, Payment and Health Care Operations, as required by law. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by law. Alternatively, if Covered Entity responds to an individual's request for an accounting of disclosures made through an EHR by providing the requesting individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate

shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH Act.

- 2.16 Access to Electronic Health Records.** If Business Associate is deemed to use or maintain an EHR on behalf of Covered Entity with respect to PHI, then, to the extent an individual has the right to request a copy of the PHI maintained in such EHR pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such individual with a copy of the PHI in the EHR in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual. Business Associate may charge a fee, not to exceed Contractor's labor costs to respond, to the individual for providing the copy of the PHI. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were Covered Entity. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an individual's PHI maintained in an EHR in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.
- 2.17 Remuneration for PHI.** Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by law.
- 2.18 Governmental Access to Books and Records.** For purposes of determining Covered Entity's compliance with the HIPAA, Business Associate agrees to make available to the Secretary its internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.
- 2.19 Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
- 2.20 Insurance.** Business Associate shall maintain commercial general liability insurance, with commercially reasonable liability limits, that includes coverage for damage to persons or property arising from any breach of the terms of this Agreement.
- 2.21 Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon

terms mutually agreed upon by the parties, if requested by Business Associate. Covered Entity and its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act or this Agreement, to the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA or the HITECH Act relating to certification of its security practices. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this Agreement, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practices or a waiver of Covered Entity's enforcement rights under the Billing Service Agreement or this Agreement.

2.22 Return of PHI at Termination. Upon termination of the Billing Service Agreement, Business Associate shall, where feasible, destroy or return to Covered Entity all PHI received from Covered Entity, or created or received by Business Associate or its agents or subcontractors on behalf of Covered Entity. Where return or destruction is not feasible, the duties of Business Associate under this Agreement shall be extended to protect the PHI retained by Business Associate. Business Associate agrees not to further use or disclose information for which the return or destruction is infeasible. Business Associate shall certify in writing the destruction of the PHI and to the continued protection of PHI that is not feasible to destroy.

2.23 Retention of PHI. Business Associate and its contractors or agents shall retain communications and documents required to be maintained by HIPAA for six (6) years after termination of the Billing Service Agreement.

2.24 Business Associate's Performance of Obligations of Covered Entity. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity when it carries out such obligation(s).

Article 3: Duties of Covered Entity

3.1 Using Appropriate Safeguards. Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Billing Service Agreement, in accordance with the standards and requirements of HIPAA.

Article 4: Term and Termination

4.1 Term. The provisions of this Agreement shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate,

or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in Section 4.2 of this Agreement.

4.2 Termination by Covered Entity.

- (a) A breach by Business Associate of any material provision of this Agreement, as determined by Covered Entity, shall constitute a material breach of the Billing Service Agreement and shall provide grounds for immediate termination of the Billing Service Agreement by Covered Entity.
- (b) If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under the provisions of this Agreement or another arrangement and does not terminate the Billing Service Agreement pursuant to Section 4.2(a) of this Agreement, then Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable. If Business Associate's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall either (i) terminate the Billing Service Agreement, if feasible or (ii) if termination of the Billing Service Agreement is not feasible, Covered Entity shall report Business Associate's breach or violation to the Secretary.

4.3 Termination by Business Associate. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the Billing Service Agreement or this Agreement, then Business Associate shall immediately notify Covered Entity. With respect to such breach or violation, Business Associate shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) if such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, terminate the Billing Service Agreement; or (iii) if such termination is not feasible, report Covered Entity's breach or violation to the Secretary.

4.4 Termination by Either Party. Either party may terminate the Billing Service Agreement, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act or other security or privacy laws, or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HITECH Act or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

4.5 Notices. All notices or other communications required or contemplated herein shall be in writing, sent by certified mail return-receipt-requested, overnight delivery, or personal delivery, addressed to the party at the address indicated below, or as same may be changed from time to time by notice similarly given. Notices shall be deemed given three (3) business days after mailing, if by certified mail, the next business day, if by overnight delivery, or, if hand delivered, on the date of such delivery.

If to Business Associate:

Walter C. Pickett II
Chief Executive Officer
Digitech Computer LLC
480 Bedford Road, Suite C-202
Chappaqua, NY 10514
Email: compliance@digitechcomputer.com

If to Covered Entity:

City of Stuart Fire Rescue
800 SE Martin Luther King Jr. Blvd.
Stuart, FL 34994

And

City of Stuart
Attention: City Clerk
121 SW Flagler Avenue
Stuart, FL 34994
Email: cityclerk@ci.stuart.fl.us

Article 5: Miscellaneous

- 5.1 Acknowledgment.** Business Associate recognizes and agrees that it is obligated by law to comply with the applicable provisions of the HITECH Act.
- 5.2 Change in Law.** The parties agree to promptly enter into negotiations concerning the terms of the Billing Service Agreement (including this Agreement), and to negotiate in good faith, if, in either party's business judgment, modification of the Billing Service Agreement (including this Agreement) becomes necessary due to legislative, regulatory, or judicial developments regarding HIPAA or the HITECH Act. Covered Entity may terminate the Billing Service Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Billing Service Agreement when requested by Covered Entity pursuant to this § 5.2, or (ii) Business Associate does not enter into an amendment to the Billing Service Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HITECH Act.
- 5.3 Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with HIPAA, the HITECH Act or this Agreement will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

- 5.4 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Billing Service Agreement or this Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as witness, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its members/shareholders, managers/directors, officers or employees based upon a claimed violation of HIPAA or the HITECH Act or other laws relating to security and privacy, except where Business Associate, or its subcontractor, employee or agent is a named adverse party.
- 5.5 No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 5.6 Interpretation.** Section titles in this Agreement are for convenience only, and shall not be used in interpreting this Agreement. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the requirements of HIPAA and the HITECH Act. In the event of conflict between the Billing Service Agreement and this Agreement, the provisions of this Agreement shall prevail. Any reference in this Agreement to a section in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E, the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C, or the HITECH Act means the section as in effect or as amended.

The parties hereto have executed this Rider on the day and year first above written on the Billing Service Agreement.

CITY OF STUART, FL

DIGITECH COMPUTER LLC

By: _____

By: Walter C. Pickett II
Walter C. Pickett II (Jul 2, 2025 11:47 EDT)

Name: _____

Name: WALTER C. PICKETT II

Title: _____

Title: CHIEF EXECUTIVE OFFICER

Date: _____

Date: 07/02/2025

Attest:

Mary Kindel, City Clerk

Approved as to form and correctness:

Lee J. Baggett, Esquire
City Attorney

RIDER C
PUBLIC EMERGENCY MEDICAL TRANSPORTS

This Rider is a part of the Agreement between **DIGITECH COMPUTER LLC (“DIGITECH”)** and **CITY OF STUART, FL (“CLIENT”)**.

1. DIGITECH shall perform the following services:
 - A. Draft application materials and respond to requests for additional information necessary for the provider to gain approval to participate in the Public Emergency Medical Transports (“PEMT”) and Medicaid Managed Care (“MCO”) programs.
 - B. Prepare a fiscal impact study and presenting results to department/state stakeholders to demonstrate benefits of a Continuing Public Expenditure (“CPE”) Program, MCO, and uninsured CPE (if applicable) program to the provider.
 - C. Identify eligible costs and developing appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid and, as applicable, uninsured populations.
 - D. Prepare the annual Medicaid cost report for EMS on behalf of provider.
 - E. Conduct analysis of the provider’s financial and billing data in order to prepare and submit annual cost reports, the mechanism for providers to receive additional revenue under PEMT and MCO programs.
 - F. Provide comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, performing detailed analysis of billing reports generated by Medicaid agencies to ensure that all allowable charges and payments are encompassed in the calculation of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement.
 - G. Assist with the Intergovernmental Transfer (IGT) process.
 - H. Determine enhanced supplemental payments realized by provider, as necessary.
 - I. Conduct comparative analysis to identify significant trends in billing and financial data.
 - J. Provide charge master review to ensure that the provider is optimizing charges to drive revenue generation.
 - K. Respond to, and represent CLIENT on any AHCA or CMS audit, review or communication regarding any PEMT cost report prepared by Contractor and delivered to AHCA on behalf of the CLIENT.
2. DIGITECH shall charge CLIENT as follows for the above services:
 - A. All revenue realized by the CLIENT from the Certified Public Expenditure (CPE) Program for Emergency Medical Services and Medicaid Managed Care (MCO) Supplemental Payment Program shall be paid in full directly to CLIENT.
 - B. Revenue realized as a result of the Certified Public Expenditures (CPE) for Emergency Medical Services (EMS) shall be determined by the Medicaid cost settlement determined through the Medicaid cost report.
 - C. Revenue realized through the Medicaid Managed Care (MCO) Supplemental

Payment Program will be determined through the Intergovernmental Transfer (IGT) process.

- D. DIGITECH will invoice and receive revenue upon the receipt of revenue received by CLIENT for either initiative, meaning revenue does not have to be generated for both the CPE for Emergency Medical Services and the Medicaid Managed Care Supplemental Payment program, rather revenue simply needs to be generated for either initiative to allow the DIGITECH to generate invoices. DIGITECH will invoice CLIENT based on the final CPE for Emergency Medical Services settlement or Medicaid Managed Care Supplemental payments within thirty (30) days of receipt of funds by the CLIENT.
- E. CLIENT will remit payment to DIGITECH within thirty (30) days of invoice receipt. Additional revenues generated for the uninsured patient population, will also be invoiced within thirty (30) days of receipt of revenues by the CLIENT.
- F. The contingency fees to be paid associated with generation of incremental Medicaid revenues as a result of the CPE for Emergency Medical Services and Medicaid Managed Care (MCO) Supplemental Payment programs are as follows:
 - i. Medicaid Fee-for-Service Public Emergency Medical Transports ("PEMT") cost report at the rate of 3.95% of revenues generated
 - ii. Medicaid Managed Care Intergovernmental Transfers ("IGT") at the rate of 3.95% of revenues generated
 - iii. \$8.00 per Medicaid Account
 - iv. There is a minimum fee of \$10,000 associated with each State Fiscal Year reporting process

The parties hereto have executed this Rider on the day and year first above written on the Agreement.

CITY OF STUART, FL

DIGITECH COMPUTER LLC

By: _____

By: Walter C. Pickett II
Walter C. Pickett II (Jul 2, 2025 11:47 EDT)

Name: _____

Name: WALTER C. PICKETT II

Title: _____

Title: CHIEF EXECUTIVE OFFICER

Date: _____

Date: 07/02/2025

Attest:

Mary Kindel, City Clerk

Approved as to form and correctness:

Lee J. Baggett, Esquire
City Attorney

Stuart FL - Piggyback on Fernandina 7.1.25

Final Audit Report

2025-07-02

Created:	2025-07-02
By:	Matt Mandell (matt@mandellmandell.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhkhvHChi36gqhRHB8QKIJgn5_slLwla6

"Stuart FL - Piggyback on Fernandina 7.1.25" History

-  Document created by Matt Mandell (matt@mandellmandell.com)
2025-07-02 - 3:40:23 PM GMT- IP address: 72.220.75.244
-  Document emailed to Walter C. Pickett II (wpickett@digitechcomputer.com) for signature
2025-07-02 - 3:40:28 PM GMT
-  Email viewed by Walter C. Pickett II (wpickett@digitechcomputer.com)
2025-07-02 - 3:47:10 PM GMT- IP address: 104.47.66.126
-  Document e-signed by Walter C. Pickett II (wpickett@digitechcomputer.com)
Signature Date: 2025-07-02 - 3:47:34 PM GMT - Time Source: server- IP address: 47.19.0.166
-  Agreement completed.
2025-07-02 - 3:47:34 PM GMT

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

Meeting Date: 7/28/2025

Prepared by: Michael Mortell

Title of Item:

AUTHORIZATION TO EXECUTE AMENDMENTS TO LEASES WITH TENANTS AT 301 SE OCEAN BLVD (RC):

RESOLUTION No. 63-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF AMENDMENTS TO LEASES WITH TENANTS AT 301 SE OCEAN BLVD. BETWEEN THE CITY OF STUART AND VARIOUS TENANTS TO ALLOW FOR THE TERMINATION OF LEASES IN THE YEAR 2028; TO ALLOW STAFF TO RELOCATE IN ACCORDANCE WITH PRIOR COMMISSION ACTION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

In 2019, the City Commission held planning workshops and made a determination that the city staff should relocate from the current city hall location to 301 East Ocean Blvd., and the current location could be redeveloped to provide public access to the water, an economic benefit to the City and downtown businesses and recoup the costs of acquiring the relocation site. The City purchased 301 East Ocean subject to all of its leases and directed staff to relocate as space became available. The remaining leases have expiration dates or extensions that extend for several years. The City Commission has directed staff to continue relocating as soon as possible and the City Manager has been negotiating with the tenants to reduce the expiration dates on the leases. There are currently two leases that have agreed to waive any future options and to terminate the leases on February 28, 2028. One of the leases currently expires in November 2025, but staff have negotiated an extension until 2028. This is in the best interest of the City because it will allow the city to continue to receive rent proceeds until such time as everyone can move to the new location. The Wells Fargo Bank lease remains in full force and effect and has two options remaining. Staff will continue to attempt to negotiate with the bank, but the city will be able to relocate to the new property even if the bank remains on site if the Commission authorizes the amendments to the two leases that will be presented and ultimately attached as Exhibit A. The leases are not currently attached because the agenda must be published in advance and the leases have not been finalized. If they are executed by the tenants before the meeting, they will be presented and attached during the meeting. All other terms of the leases will remain the same with the exception of the end date.

Funding Source:

No funding necessary

Recommended Action:

Authorize staff to enter amended leases for the relocation of City Hall in 2028.

ATTACHMENTS:

1. R63-2525 Lease Amendments Wells Fargo



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

RESOLUTION 63-2525

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF AMENDMENTS TO LEASES WITH TENANTS AT 301 SE OCEAN BLVD., BETWEEN THE CITY OF STUART AND VARIOUS TENANTS TO ALLOW FOR THE TERMINATION OF LEASES IN THE YEAR 2028 TO ALLOW STAFF TO RELOCATE IN ACCORDANCE WITH PRIOR COMMISSION ACTION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, On January 22, 2019, the City Commission held a special workshop to address several issues including City owned property; and

WHEREAS, The City Commission determined that it was in the best interests of the citizens of the City of Stuart to purchase the property located at 301 SE Ocean Blvd., Stuart, FL to provide office space for the relocation of city staff for the purposes of redeveloping the City Hall property.

WHEREAS, the property was purchased in 2019 and the city staff has been relocating as office space becomes available. The remaining leases have options that the tenants can exercise which would prevent the complete relocation for several years. Therefore, the City Commission has determined that it is in the best interests of the City of Stuart to negotiate and amend the leases to generate enough space to allow the complete relocation of all employees at the current city hall location in 2028.

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

SECTION 1: The City Commission authorizes the City Manager to enter amendments to the lease agreements attached as Exhibit "A" and the Mayor and the City Clerk are hereby authorized to execute the Amendments to change the final date of the leases to the last day of February, 2028.

SECTION 2: This Resolution shall take effect upon its adoption.

RESOLUTION 63-2525
301 East Ocean Blvd. Leases

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:

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of July, 2025.

ATTEST:

MARY R. KINDEL
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 7/28/2025

Prepared by: Lee Baggett

Title of Item:

RESCISSION OF CITY OF STUART'S ORDINANCE NO. 2539-2025 (RC):

ORDINANCE No. 2543-2025; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RESCINDING CITY OF STUART ORDINANCE NUMBER 2539-2025 PURSUANT TO SECTION 28 OF FLORIDA SENATE BILL 180 WHICH WAS ADOPTED AND EFFECTIVE AS OF JULY 1, 2025; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The State of Florida Legislative Senate Bill Number 180 was adopted and became effective as of July 1, 2025. Senate Bill Number 180 specifically states that each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR 4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome amendments to its comprehensive plan, or land development regulations, or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit or development order, to the extent that those terms are defined by Florida Statutes § 163.3164, before October 1, 2027, and any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio (this subsection applies retroactively to August 1, 2024). Martin County was listed in the Federal Disaster Declaration for Hurricane Milton (DR-4834).

On August 26, 2024, the City Commission directed staff to initiate a “Zoning in Progress” (i.e. moratorium) authorized under Section 1.04.04 of the City of Land Development Code, to allow the City Commissioners and City staff to evaluate and make text amendments or district map changes to the City of Stuart Land Development Code.

The City Commission held workshops, accepted public input, and evaluated professionally acceptable materials related to the issues in the Zoning in Progress. Additionally, the City Commission held duly noticed public hearings on February 10, 2025, and February 24, 2025, to consider Ordinance Number 2539-2025 for full public participation in the Land Development Code amendment process.

The City Commission adopted Ordinance Number 2539-2025 except for proposed amendments to Section 3.02.03 and ESN08 of the Land Development Code, which were continued to public hearings on March 20, 2025, and April 16, 2025. The City Commission adopted the proposed amendments to Section 3.02.03 and ESN08 of the Land Development Code on April 16, 2025.

The adopted amendments to the City’s Land Development Code in Ordinance Number 2539-2025 were more restrictive or burdensome procedures concerning review, approval or issuance of development orders in the City.

Therefore, City of Stuart Ordinance Number 2539-2025 must be repealed pursuant to Section 28 of Florida Senate Bill 180.

Funding Source:

N/A

Recommended Action:

Motion to approve Ordinance No.: 2543-2025 at first reading.

ATTACHMENTS:

1. 2543-2025 LDC ZIP Text Amendment Ordinance- RESCISSION
2. 2543-2025 Exhibit A - 2539-2025 Final Executed Ordinance
3. 2543-2025 Sentate Bill 180



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

ORDINANCE NUMBER 2543-2025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RESCINDING CITY OF STUART ORDINANCE NUMBER 2539-2025 PURSUANT TO SECTION 28 OF FLORIDA SENATE BILL 180 WHICH WAS ADOPTED AND EFFECTIVE AS OF JULY 1, 2025; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the state of Florida Legislative Senate Bill Number 180 was adopted and became effective as of July 1, 2025; and

WHEREAS, Senate Bill Number 180 specifically states that each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR 4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome amendments to its comprehensive plan, or land development regulations, or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit or development order, to the extent that those terms are defined by Florida Statutes § 163.3164, before October 1, 2027, and any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio (this subsection applies retroactively to August 1, 2024); and

WHEREAS, Martin County was listed in the Federal Disaster Declaration for Hurricane Milton (DR-4834); and

WHEREAS, on August 26, 2024, the City Commission directed staff to initiate a “Zoning in Progress” (i.e. moratorium) authorized under Section 1.04.04 of the City of Land Development Code; and

WHEREAS, the purpose of the Zoning in Progress was to allow the City Commissioners and City staff to evaluate and make text amendments or district map changes to the City of Stuart Land Development Code, if applicable; and

WHEREAS, on September 16, 2024, the City Commission adopted Resolution 95-2024 initiating the Zoning in Progress procedure for three (3) months, which commenced on September 5, 2024, or until December 5, 2024, and excepted applications for single family residential and government buildings; and

WHEREAS, the City Commission held workshops, accepted public input, and evaluated professionally acceptable materials related to the issues in the Zoning in Progress; and

WHEREAS, pursuant to Section 1.04.04(2) of the City of Stuart's Land Development Code, the City Commission may approve an extension of the Zoning in Progress for an additional three (3) months for good cause and upon making a finding that it is in the public interest to do so; and

WHEREAS, on November 25, 2024, the City Commission adopted Resolution Number 120-2024 to extend the Zoning in Progress, thereby deferring the acceptance, processing, and approval of all applications on properties, except for properties and development described herein, submitted after September 4, 2024 and that the deferral shall last for an additional three (3) months from December 4, 2024, until March 4, 2025, or until the City Commission adopts on second reading of the amendments under review and such amendments become effective, whichever occurs first; and

WHEREAS, the City Commission held duly noticed public hearings on February 10, 2025, and February 24, 2025 to consider Ordinance Number 2539-2025 for full public participation in the Land Development Code amendment process; and

WHEREAS, the City Commission adopted Ordinance Number 2539-2025 with the exception of proposed amendments to Section 3.02.03 and ESN08 of the Land Development Code, which was continued to public hearings on March 20, 2025 and April 16, 2025 [See Exhibit A which is attached hereto]; and

WHEREAS, the City Commission adopted the proposed amendments to Section 3.02.03 and ESN08 of the Land Development Code on April 16, 2025 [See Exhibit A which is attached hereto]; and

WHEREAS, the adopted amendments to the City's Land Development Code in Ordinance Number 2539-2025 were more restrictive or burdensome procedures concerning review, approval or issuance of development orders in the City.

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

SECTION 1: The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2: The City of Stuart Ordinance Number 2539-2025 is hereby rescinded pursuant to Section 28 of Florida Senate Bill 180.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

First read on the 28th day of July, 2025.

Second reading on the 11th day of August, 2025.

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

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

EXHIBIT

A



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

ORDINANCE NUMBER 2539-2025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING AND RESTATING THE CITY'S LAND DEVELOPMENT CODE CHAPTER II ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY, CHAPTER III SPECIAL ZONING CODES, CHAPTER V RESOURCE PROTECTION RELATED DEVELOPMENT STANDARDS, AND CHAPTER VI ON-SITE AND OFF-SITE DEVELOPMENT STANDARDS WHICH WERE DETERMINED DURING THE "ZONING IN PROGRESS" UNDER SECTION 1.04.04, CITY OF STUART'S LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, Florida Statutes § 163.3202 requires the City of Stuart to adopt or amend and enforce land development regulations that are consistent with and implement the City's comprehensive plan; and

WHEREAS, On August 26, 2024, the City Commission directed staff to initiate a "Zoning in Progress" authorized under Section 1.04.04 of the City of Land Development Code; and

WHEREAS, the purpose of the Zoning in Progress was to allow the City Commissioners and City staff to evaluate and make text amendments or district map changes to the City of Stuart Land Development Code, if applicable; and

WHEREAS, on September 16, 2024, the City Commission adopted Resolution 95-2024 initiating the Zoning in Progress procedure for three (3) months, which commenced on September 5, 2024, or until December 5, 2024, and excepted applications for single family residential and government buildings; and

WHEREAS, the City Commission held workshops, accepted public input, and evaluated professionally acceptable materials related to the issues in the Zoning in Progress; and

WHEREAS, at a workshop held on November 7, 2024, the City Commission voted unanimously to add another exception to the Zoning in Progress which allows the City's Development Department to accept and process applications for any commercial project that does not include a residential component and that does not increase the square footage of any structure; and

WHEREAS, pursuant to Section 1.04.04(2) of the City of Stuart's Land Development Code, the City Commission may approve an extension of the Zoning in Progress for an additional three (3) months for good cause and upon making a finding that it is in the public interest to do so; and

WHEREAS, on November 25, 2024, the City Commission adopted Resolution No. 120-2024 to extend the Zoning in Progress, thereby deferring the acceptance, processing, and approval of all applications on properties, except for properties and development described herein, submitted after September 4, 2024 and that the deferral shall last for an additional three (3) months from December 4, 2024, until March 4, 2025, or until the City Commission adopts on second reading of the amendments under review and such amendments become effective, whichever occurs first; and

WHEREAS, on December 9, 2024, the City Commission adopted Resolution No. 128-2024 directing staff to implement the requested amendments with the City of Stuart's Land Development Code as discussed in the three (3) Zoning in Progress workshops; and

WHEREAS, on December 9, 2024, the City Commission reached a consensus on the City Staff bringing forth a resolution at the next regular commission meeting to add an exception to the pending Zoning in Progress for any commercial project which does not include a multi-family residential component; and

WHEREAS, on January 16, 2025, the Local Planning Agency held duly noticed public hearing to consider this ordinance; and tabled to February 6, 2025; and

WHEREAS, on February 6, 2025, the Local Planning Agency held a duly noticed public hearing to consider this ordinance; and

WHEREAS, on February 4, 2025, the Community Redevelopment Board held duly notice public hearing to consider this ordinance; and

WHEREAS, the City Commission held duly noticed public hearings on February 10, 2025, and February 24, 2025 to consider this ordinance for full public participation on the Land Development Code amendment process; and

WHEREAS, the City Commission adoption with the exception of Section 3.02.03 and ESN08, which is continued to a public hearing on March 20, 2025

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

SECTION 1: Recitals. The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2: The provisions of the Land Development Code as amended are hereby adopted as shown hereinbelow.

Chapter II ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY

2.00.00. GENERALLY

Sec. 2.00.01. Purpose.

The purpose of this chapter is to:

- (a) Identify the implementing zoning districts for the future land use categories contained in the city's comprehensive plan;
- (b) Establish development approval processes for specific uses; and
- (c) Identify measurable development standards (e.g. building height, setback, ~~lot~~ parcel size, density).

Sec. 2.02.02: Land uses

Land Use	Zoning Districts															
	Residential				Nonresidential							PUD				
	R-1A	R-1	R-2	R-3	B-1	B-2	B-3	B-4	P	I	H	RPUD	CPUD	MXPUD	PSPUD	IPUD
Storage, Transportation and Logistics Uses																
Accessory structures (refer to section 6.09.00)	P	P	P	P								A		A		
Bus and train (passenger) station/terminals	-	-	-	-	-	P	-	-	-	-	-	-	A	A	-	-
Parking garages (private or government provided public)	-	-	-	-	P	P	-	-	-	-	-	-	A	A	-	-
Parking lots (private or government provided public)	-	-	-	-	P	P	-	-	-	-	-	-	A	A	-	-
Railroad freight stations and terminals	-	-	-	-	-	-	-	-	-	P	-	-	-	A	-	A
Truck terminals	-	-	-	-	-	-	-	-	-	P	-	-	-	A	-	A
Storage yards	-	-	-	-	-	-	-	-	-	P	-	-	-	-	A	A
Warehouse, general storage	-	-	-	-	-	-	-	P	-	P	-	-	A	A	-	A
Warehouse, mini-storage	-	-	-	-	-	-	-	P	-	P	-	-	A	A	-	A
Warehouse, wholesale and distribution	-	-	-	-	-	-	-	P	-	P	-	-	A	A	-	A

Footnotes:

¹ Contingent repeal and substitution authorized. At such time as a master facilities plan is adopted for the hospital district for hospital use and development, thereupon all portions of the land development regulations in conflict therewith shall be repealed and superseded by the said master facilities plan.

² E.g. radiology, anesthesiology, pathology and related uses and services, provided that such uses and services are offered by the hospital to the general public in the same manner as other hospital uses and services.

Note: Uses permitted in an Urban Planned Unit Development will be restricted to those listed as being permitted in section 3.01.00 Urban Code.

Key:

P - Use permitted by right; subject to all other applicable requirements of the Code.

CU - Use permitted as a conditional use by approval of a Major Conditional Use approval through the public hearing process.

A - Allowed through City Commission public hearing process by Resolution.

□ - Prohibited

2.03.00. DENSITY¹

Sec. 2.03.01. Generally.

Except as expressly provided herein, the densities for all zoning districts are set forth in table 3 - maximum dwelling units per acre and percentages of residential and non-residential uses and floor area ratio (FAR) for all zoning districts are set forth in table 4 - intensity of development: ~~lot~~ parcel area and floor area ratio (FAR).

Sec. 2.03.05. Maximum dwelling units per acre.

The following table 3a - maximum dwelling units per acre, reflects the potential maximum dwelling units per acre for each zoning district.

Sec. 2.03.06. Intensity of development: ~~Lot~~ Parcel area and floor area ratio (FAR) table.

The following table 4 - intensity of development: ~~lot~~ parcel area and floor area ratio (FAR) reflects the percentages of residential and/or non-residential uses allowed on a ~~lot~~ parcel and a ratio of the floor area of a building to the area of the ~~lot~~ parcel in the future land use categories.

Sec. 2.03.06. Intensity of development: ~~Lot~~ Parcel area and floor area ratio (FAR) table.

The following table 4 - intensity of development: ~~lot~~ parcel area and floor area ratio (FAR) reflects the percentages of residential and/or non-residential uses allowed on a ~~lot~~ parcel and a ratio of the floor area of a building to the area of the ~~lot~~ parcel in the future land use categories.

Sec. 2.03.07. Table 3.

Comprehensive Plan Land Use Classification	MAXIMUM DWELLING UNITS PER ACRE																	
	Zoning Districts																	
	R1-A	R-1	R-2	R-3	RPUD ¹	B-1	B-2	B-3	B-4	CPUD	P	I	IPUD	H	PSPUD	MXPUD	Urban Code District	East Stuart Neighborhood GRO BMU SFD
Low density residential	7	7	7		4 ² /7 ³ /15 ⁴													
Multi-family residential				10	4 ² /7 ³ /15 ⁴	10	L	L								15 ⁵		
Office/Residential				10	15	10	10	10		5 ⁷ /7 ⁸ /10 ⁹						15 ⁵		
Commercial				10		10	L	L		5 ⁷ /7 ⁸ /10 ⁹						15 ⁵		
Downtown redevelopment				15/3020 ⁷	15/3020 ¹¹	15/3020 ⁷	15/3020 ⁷			5 ⁷ /7 ⁸ /10 ⁹						15 ⁵	15/3020 ⁶	
Neighborhood/special dist.					15					5 ⁷ /7 ⁸ /10 ⁹						15 ⁵	15/3020 ⁶	
Industrial																		
East Stuart																15 ⁵		17/3020 ¹⁰ 17/3020 ¹⁰ 17
Marine/Industrial				15			15									15 ⁵	15/3020 ⁶	
Public											E							
Recreation																		
Institutional					4 ² /7 ³ /15 ⁴													
Conservation																		

R-1A single family—estate; R-1 single family—general; R-2 duplex; R-3 multi-family/office; R-M residential multi-family; B-1 business-limited; B-2 business-general; B-3 business-restricted; B-4 limited business/manufacturing; P public service; I industrial; H hospital; planned unit development (PUD) includes residential (RPUD), commercial (CPUD), public service (PSPUD), industrial (IPUD), and mixed use (MXPUD); urban code district includes urban general (UG), urban center (UC), urban neighborhood (UN), urban highway (UH), urban waterfront (UW), creek north (CN), creek south (CS), and creek industrial (CI); East Stuart Neighborhood includes business and mixed use (BMU), general residential and office (GRO), single-family and duplex (SFD).

Footnotes:

1 = Assisted living facility (ALF) is allowed a maximum of ~~30~~ 20 units per acre in land use classification multi-family residential, office/residential, and downtown redevelopment.

2 = Single family detached dwelling unit.

3 = Single Family attached dwelling unit.

4 = Multi-family dwelling unit.

~~5 = Potential bonus units allowable. Where not less than 50 percent of the total residential units of site are smaller than 1,500 square feet in size, then at the sole discretion of the city commission, a residential unit variety density bonus may be awarded (refer to Land Development Code table 2.07.00.C). Reserved.~~

6 = Up to ~~30~~ 20 units with major urban code conditional use.

7 = Based on R-1 density requirements.

8 = Based on R-2 density requirements.

9 = Based on R-3, B-1 and B-2 density requirements.

10 = Up to ~~30~~ 20 with East Stuart Neighborhood conditional use approval.

11 = Up to ~~30~~ 20 upon approval by city commission with a RPUD.

Ordinance No. 2539-2025; Amendment to the LDC - ZIP

Key:

E = Only residential dwelling ~~units~~ units allowed and only by conditional use.

L = Limited. No maximum density established by Land Development Code or comprehensive plan at this time. Rather, the term "limited" is used instead of a numerical value.

— = Not Permitted

Sec. 2.03.08. Table 3a.

Revision: Change from 8.72 to 7.26

Comprehensive Plan Land Use Classification	MAXIMUM DWELLING UNITS PER ACRE														
	Zoning Districts														
	R 1- A	R-1	R-2	R-3	B-1	B-2	B-3	B-4	P	I	H	Urban Code District	East Stuart Neighborhood		
													GRO	BMU	SFD
Low density residential	8.72	8.72	8.72 to 11.62 ²												
Multi-family residential ¹				10 to 11.62 ³	10	L	L					30 20			
Office/residential ¹				10 to 11.62 ³	10	10	10					30 20			
Commercial				10	10	L	L					15			
Downtown redevelopment ¹				15/ 30 20 ⁴	15/ 30 20 ⁴	15/ 30 20 ⁴						15/ 30 20 ⁴			
Neighborhood/special dist.												15/ 30 20 ⁴			
Industrial															
East Stuart													17	17	17
Marine/industrial				15		15						15/ 30 20 ⁴			
Public									E						
Recreation															
Institutional															
Conservation															

Comprehensive Plan Land Use Classification	MAXIMUM DWELLING UNITS PER ACRE																	
	Zoning Districts														Urban Code District	East Stuart Neighborhood		
	R 1- A	R-1	R-2	R-3	B-1	B-2	B-3	B-4	P	I	H	GRO	BMU	SFD				
Low density residential	8.72	8.72	8.72 to 11.62 ²															
Multi-family residential ¹				10 to 11.62 ³	10	L	L					30 20						
Office/residential ¹				10 to 11.62 ³	10	10	10					30 20						
Commercial				10	10	L	L					15						
Downtown redevelopment ¹				15/ 30 20 ⁴	15/ 30 20 ⁴	15/ 30 20 ⁴						15/ 30 20 ⁴						
Neighborhood/special dist.												15/ 30 20 ⁴						
Industrial																		
East Stuart													17	17	17			
Marine/industrial				15		15						15/ 30 20 ⁴						
Public									E									
Recreation																		
Institutional																		
Conservation																		

Ordinance No. 2539-2025; Amendment to the LDC - ZIP

R-1A single family—estate; R-1 single family—general; R-2 duplex; R-3 multi-family/office; R-M residential multi-family; B-1 business-limited; B-2 business-general; B-3 business-restricted; B-4 limited business/manufacturing; P public service; I industrial; H hospital; urban code district includes urban general (UG), urban center (UC), urban neighborhood (UN), urban highway (UH), urban waterfront (UW), creek north (CN), creek south (CS), creek industrial (CI); East Stuart district includes business and mixed use (BMU), general residential and office (GRO), single-family and duplex (SFD).

Footnotes:

1. Assisted living facility (ALF) is allowed a maximum of ~~30~~ 20 units per acre in land use classification multi-family residential, office/residential, and downtown redevelopment.
2. Units per acre in the low density residential classification are limited to ~~8.72~~ 7.26 maximum for single family units to 11.62 maximum for duplex units.
3. Units per acre are limited to ten maximum for single family units to 11.62 maximum for multi-family and duplex units.
4. Up to ~~30~~ 20 du per acre upon approval by city commission through an urban code exception

Key:

E = Only residential dwelling ~~unit~~ units allowed and only by conditional use.

L = Limited. No maximum density established by Land Development Code or comprehensive plan at this time. Rather, the term "limited" is used instead of a numerical value.

Sec. 2.03.09. Table 3b.

MAXIMUM DWELLING UNITS PER ACRE FOR PLANNED UNIT DEVELOPMENT (PUD)

Comprehensive Plan Land Use Designation	RPUD		CPUD		MXPUD ²⁻		IPUD		UPUD		PSPUD	
	Out CRA	In CRA	Out CRA	In CRA	Out CRA	In CRA	Out CRA	In CRA	Out CRA	In CRA	Out CRA	In CRA
Low density residential ¹	8.72 <u>7.26</u> to 11.62	8.72 <u>7.26</u> to 11.62	-	-	-	-	-	-	-	8.72 to 11.62	-	-
Multi-family residential	30 <u>20</u>	30 <u>20</u>	30 <u>20</u>	30 <u>20</u>	15	15	-	-	-	30 <u>20</u>	-	-
Office/residential	30 <u>20</u>	30 <u>20</u>	30 <u>20</u>	30 <u>20</u>	15	15	-	-	-	30 <u>20</u>	-	-
Commercial	10	15	10	15	10	15	-	-	-	15	-	-
Downtown redevelopment	-	30 <u>20</u>	-	30 <u>20</u>	-	15	-	-	-	30 <u>20</u>	-	-
Neighborhood/special dist.	15	15	15	15	15	15	-	-	-	15	-	-
Industrial	-	-	-	-	-	-	-	-	-	-	-	-
East Stuart	-	17	-	17	-	15	-	-	-	-	-	-
Marine/industrial	15	15	15	15	15	15	-	-	-	15	-	-
Public	-	-					-	-	-	-	-	-
Recreation	-	-	-	-	-	-	-	-	-	-	-	-

Institutional	30 <u>20</u>	30 <u>20</u>							-	30 <u>20</u>	-	-
Conservation	-	-	-	-	-	-	-	-	-	-	-	-

Footnotes:

- Units per acre in an eligible PUD in the low density residential designation are limited to ~~8.72~~ 7.26 maximum for single family units to 11.62 maximum for duplex units.
- ~~Density bonus is available in an MXPUD.~~

Sec. 2.03.10. Table 4.

INTENSITY OF DEVELOPMENT ~~LOT~~ PARCEL AREA AND FLOOR AREA RATIO (FAR)

Future Land Use Categories	% Lot <u>Parcel</u> Area Residential	% Lot <u>Parcel</u> Area Non-Residential	Non-Residential (maximum FAR)	>2.0 FAR
Low density residential	95—100	0—5	<0.75 FAR	N/A
Multi-family residential	70—100	0—30	<3.0 FAR ¹ /<.5 FAR ²	<20 acres ¹
Office/residential	0—25	75—100	<3.0 FAR ¹ /<1.5 FAR ²	<10 acres ¹
Commercial	0—15	85—100	<3.0 FAR ¹ /<1.5 FAR ²	<50 acres ¹
Downtown redevelopment	0—70	0—70	<4.0 FAR	<50 acres ¹
Neighborhood/special dist.	30—90	10—70 ³	3.0 FAR ¹ /<2.0 FAR ²	<10 acres ¹
Industrial	N/A	100	3.0 FAR ¹ /<1.0 FAR ²	<10 acres ¹
East Stuart Neighborhood	70—100	0—30	<1.5 FAR	N/A
Marine/industrial	0—25	0—75	<3.0 FAR	<5 acres ¹
Public	N/A	100	<1.0 FAR	N/A
Recreation	N/A	100	<0.5 FAR	N/A
Institutional	N/A	100	<.75 FAR	N/A
Conservation	N/A	100	<10% ISR ⁴	N/A

Footnotes:

- 1 = Inside community redevelopment agency (CRA) boundary
- 2 = Outside CRA boundary
- 3 = Recreation uses shall not exceed 25 percent of the land area

~~4 = ISR: Impervious surface ratio. Not to exceed 10,000 square feet~~

~~Note: The numbers in this table should be interpreted as follows (using a one acre lot and the low density residential future land use category as an example):-~~

- ~~1. The maximum amount of a one acre lot (43,560 square feet) that can be used for non-residential activities is five percent or 2,178 square feet.~~

~~2. The maximum floor area ratio (FAR) allowed in this land use category is .75.~~

~~3. .75 of 2,178 square feet is 1,633 square feet which represents the maximum size of the non-residential structure that could be constructed within this land use category.~~

4. Multi-Family FAR: For every residential unit, the density for the commercial shall be reduced by 800 square feet.

2.04.00. AREA, IMPERVIOUS SURFACE, SETBACK AND HEIGHT REQUIREMENTS

Sec. 2.04.01. Generally:

The following Tables 5, 6, and 7 reflect ~~lot~~ parcel area, impervious surface coverage, setback and height requirements.

Sec. 2.04.01. Generally.

The following Tables 5, 6, and 7 reflect ~~lot~~ parcel area, impervious surface coverage, setback and height requirements.

TABLE 5 - RESIDENTIAL AREA, IMPERVIOUS SURFACE COVERAGE, SETBACK AND HEIGHT REQUIREMENTS

Standard	R-1A	R-1	R-2 (Single-family)	R-2 (Two-Family)	R-3 (Single-family)	R-3 (Two-family)	R-3 (Multi-family)	R-3 (Professional Bldg.)	R-3 (Residential units with business)
Minimum zoning lot <u>parcel</u> size:									
Minimum lot <u>parcel</u> area (sq. feet)	10,000	7,500	5,000 <u>6,000</u> ***	7,500	4,356- <u>6,000</u> ***	7,500	10,000	10,000	10,000
Minimum lot <u>parcel</u> width (feet)	100'	75'	50'	75'*	50'	75'*	100'	100'	100'
Maximum Impervious Surface Coverage	50%	50%	50%	50%	50%	50%	40%	40%	40%
Building Setback (Minimum Yards):									
Minimum front	25'	25'	25'	30'	20'	30'	25'	25'	25'
Minimum side	10'	7.5'	5' for one and two	10'***	5' for one and two-	10'***	15'***	15'	25'

			story 7.5' for three story		story 8' for each side setback three- story				
Minimum rear	15'	15'	15'	20'	15'	20'	20'	20'	20'
Maximum Building Height	35'	35'	35'	35'	35'	35'	35'	45'	45'
Maximum Number of Stories	3	3	3	3	3	3	3	4	4

Note: The above table does not apply to the CRA except for footnotes 1 and 2 noted below. Refer to chapter III, Special Zoning Codes for the development standards for the CRA.

*Total width for both duplex units.

**A zero-foot setback allowed for the common wall of duplex dwelling units and fee-simple townhome devising walls.

***All parcels assigned a parcel ID number and recognized by the City of Stuart as buildable as of September 4, 2024, shall be conforming and exempt from the minimum parcel size requirement. Any newly created parcel or subdivision after September 4, 2024 must comply with the minimum parcel size requirement set forth herein.

TABLE 6 - COMMERCIAL AREA, IMPERVIOUS SURFACE COVERAGE, SETBACK, AND HEIGHT REQUIREMENTS

Standard	B-1 (Business Limited)	B-1 (Residential Units with Business)	B-2 (Business General)	B-2 (Residential Units with Business)	B-3 (Business Restricted)	B-4 (Limited Business and Manufacturing District)
Minimum zoning lot <u>parcel</u> size:						
Min. lot <u>parcel</u> area (square feet)	7,500	10,000	10,000	15,000	Not Provided	20,000
Min. lot <u>parcel</u> width	75'	100'	100'	100'		100'
Maximum Impervious Surface Coverage	65%	65%	65%	65%	65%	65%
Building Setback (Minimum Yards):						
Min. front	20'	20'	30'	30'	Not Provided	20'
Min. side	5'	5'	5'	5'		10'
Min. rear	20'	20'	20'	20'	Not Provided	30'
Maximum Building Height	45'	45'	45'	45'	Not Provided	45'
Maximum Number of Stories	4	4	4	4	Not Provided	4

TABLE 7 - PUBLIC SERVICE, INDUSTRIAL AND HOSPITAL AREA, IMPERVIOUS SURFACE COVERAGE, SETBACK AND HEIGHT REQUIREMENTS

Standard	Public Service	Industrial	Hospital
Minimum zoning lot parcel size:			
Min. lot parcel area (square feet)	None	15,000	None
Min. lot parcel width		100'	
Maximum Impervious Surface Coverage	65%	65%	Not Provided
Building Setback (Minimum Yards):			
Min. front	25'	Not Provided	25'
Min. side	15'		15'
Min. rear	25'		25' ¹
Maximum Building Height	45'	45'	45' ¹
Maximum Number of Stories	4	4	4

Footnotes:

This provision is subject to amendment at such time as a master facilities plan is adopted for the hospital district for hospital use and development, thereupon all portions of the land development regulations in conflict therewith shall be repealed and superseded by the said master facilities plan.

Sec. 2.04.02. Supplemental area requirements**A. Minimum width and area of ~~lots~~ parcels ~~variance approval~~.**

1. No ~~lot~~ parcel shall be reduced so that its width, depth, front, side, rear yard, minimum ~~lot~~ parcel area, or other requirements of this Code are not maintained. This section shall not apply when a portion of a ~~lot~~ parcel is subsequently acquired for public purposes.
2. No residential ~~lot~~ parcel shall be less than 50 feet in width. In the case of irregularly shaped ~~lots~~ parcels, the average ~~lot~~ parcel width shall be measured and determined in accordance with the definition of average ~~lot~~ parcel width set forth in chapter XII.

~~3. —~~

B. Adjoining ~~lots~~ parcels of record.

1. If two or more adjoining ~~lots~~ parcels of record with continuous frontage are in a single ownership at any time and such ~~lots~~ parcels individually are less than the ~~lot~~ parcel width requirements for the zone in which they are located, such groups of ~~lots~~ parcels shall be considered as a single ~~lot~~ parcel or several ~~lots~~ parcels of record of minimum permitted size and the resulting ~~lot~~ parcel(s) of record shall be subject to the dimensional requirements of this chapter.

Sec. 2.04.03. Supplemental impervious surface coverage requirements

- A. *Generally.* Impervious surface coverage on a development site shall not exceed the maximum coverage amounts provided in the Tables 5, 6, and 7 of this chapter. Land within the Urban District, East Stuart District, and S.E. Ocean Boulevard Overlay may be subject to different maximum coverage amount.
- B. *Impervious surface coverage calculation.* Impervious surface coverage is determined by calculating the total impervious surface area as a percentage of the gross site area. Water bodies are impervious and shall be included as such in the calculation of impervious surface coverage.

- C. *Increased impervious surface coverage allowances for residential zoning districts.* Up to 65 percent of the building site for single-family and two-family dwellings in R-1A, R-1, R-2, and R-3 may consist of impervious surface coverage in which may be located building additions, accessory structures, patios, and pools. To utilize this additional coverage, the applicant must show either that the soils of the site can be proven to accommodate the additional runoff via soil boring tests by a registered professional engineer, or:
- (a) The runoff created by the additional coverage will be retained on-site via retention facilities for a ten-year, three-day storm event for ~~lots~~ parcels which are not more than one acre and for a 25-year, three-day event for ~~lots~~ parcels which are one acre or greater in area; and
 - (b) Retention areas will not be located above drainfields; and
 - (c) Retention areas shall be not more than two feet deep unless a professional engineer certifies the appropriate plans and installation; and
 - (d) All improvements will show compliance with section 6.03.00, Stormwater Management, of this Code.
 - (e) The applicant shall be required to install one tree as defined in section 6.04.00 on the site for every 500 square feet, or fraction thereof, of additional impervious surface coverage as permitted in Table 7 above. The applicant shall also replace not less than 50 percent of all trees and shrubs removed for the installation of additional impervious surface coverage.
- D. *Treatment of cluster development.* Because impervious surface coverage is calculated for the gross site, cluster development or other site design alternatives may result in individual ~~lots~~ parcels within a development project exceeding the amount of impervious surface coverage, while other ~~lots~~ parcels may be devoted entirely to open space. The city development director or city commission may require, as a condition of approval, deed restrictions or covenants that guarantee the maintenance of such open space in perpetuity.
- E. *Alternative paving materials.* If pervious concrete is proposed for a project, then 50 percent of the area covered with pervious concrete shall be considered as a pervious surface provided it is installed and maintained in accordance with section 6.01.14 of this Code. Other porous paving materials may be utilized with a credit for pervious coverage as determined by the city development director and as per section 6.01.14 of this Code.

Sec. 2.04.04. Supplemental building setback requirements.

- A. *Construction prohibited within setback lines.*
- 1. No person shall construct or erect a building or other permanent structure with the exception of fences, sidewalks, pools, walls, terraces, decks, driveways, or accessory structures (see section 6.09.00 for setback requirements) on any ~~lot~~ parcel or tract for which a setback line has been established by this chapter, between such setback line and the property line from which the setback has been established.
 - 2. Notwithstanding the foregoing, in order to accommodate reasonable residential growth while maintaining the character of older neighborhoods, setback requirements for additions to existing houses on 50 feet × 125 feet and smaller ~~lots~~ parcels shall be lessened as follows:
 - Front yard: 15 feet;
 - Side yard: five feet; and
 - Rear yard: ten feet.

- The front yard setback shall be lessened to ten feet with the construction of a porch along, at a minimum, 50 percent of the first floor street facade.
3. Notwithstanding the foregoing, the front yard setback for construction on a ~~lot~~ parcel in the R-1 district and the R-1A district shall be the lesser of 25 feet, as set forth above, or the average of the front yard setback distances existing on the adjacent ~~lots~~ parcels which are located on each side of said ~~lot~~ parcel.
 4. Excluding streetwalls, fences, and entryway arbors and bowers a setback must be free of structures that are higher than four feet.
 5. Architectural features such as cornices, eaves, gutters, fireplaces, flower boxes, bay windows, decorative molding and balconies, and front staircases designed complementary to the principle structure, which are part of the structure or attached thereto, may project no more than three feet into a required setback area. Equipment tanks, filters, stairwells, stairways attached post construction, and enclosed floor space are not considered architectural features and, therefore, must meet principal structure setbacks, unless otherwise varied pursuant to other sections of the land development regulations.
 6. Where a lawful porch or screened porch existed on or before July, 1999, except those detached and constructed as an accessory structure within the required rear setback area, such structure may be enclosed without application to or approval by the board of adjustment for a variance to a required setback area, provided no part of the structure, excluding eaves, is closer than 15 feet to the rear property line or eight feet to the side property line.
 7. The address of a house or location of the front door shall have no effect on the setback regulations outlined above.
- B. *Required building setbacks for corner ~~lots~~ parcels and/or ~~lots-parcels~~ abutting alleyways or streets.*
1. The following specific setbacks shall apply to the streets so designated, unless other provisions of the unified code provide a greater setback:
 - a. A minimum setback line of ten feet from a street or alley on every corner ~~lot-parcel~~, or ~~lot~~ parcel which abuts a street or alley; or which shall hereafter abut a street or alley by virtue of the platting or construction of an alley or street.
- C. *Required building setbacks for attached garages in residential zoning districts.*
1. A street facing, front entry garage or carport exceeding one automobile capacity shall have a front yard setback of minimum of 35 feet.
- D. *Front setback reduction in single-family residential zoning districts.*
1. Applicable to R-1A Single-family, R-1 Single-family; R-2 Single-family; and R-3 Single-family: In an effort to retain a sense of community as well as preserve a more neighborhood-oriented architectural styling, the front setback shall be lessened to 15 feet with the construction of a porch along, at a minimum, 50 percent of the first floor street facade.
- E. *Non-residential use common boundary setback.*
1. For a proposed non-residential use adjacent to a residential use or residential zoning district a common boundary setback of the greater of 30 feet or the height of the highest non-residential building shall be provided. This common boundary setback does not apply to a proposed multi-family development.
 2. For a proposed non-residential use in the "R-3" residential district adjacent to an undeveloped property in the "R-3" residential district a common boundary setback of the greater of 15 feet or the highest proposed non-residential building.

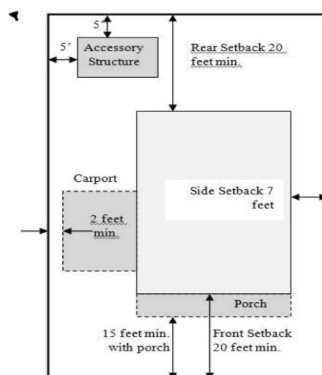
- Each/any setback requirement for R-3 Professional Building, R-3 Residential Units with Business listed in Table 7 and those districts listed in Tables 8 and 9 are subject to amendment in accordance with section 2.04.04.E.1 and 2 above.
- All requirements relative to front, side, and rear yards shall be the same as required in the residential district to which the front, side, or rear property in a B-1, B-2, B-3, B-4 or I district adjoins or lies directly across a street or alley from a residential district.
- For all commercial and non-residential structures, more than one story in height, the entire building must meet additional setbacks of ten feet on side yards and five feet on the rear yard, per each additional story above the ground floor.
- Greater setbacks may be required to meet transitional landscape buffer requirements per section 6.04.06.

Sec. 2.04.05. Supplemental building setbacks for waterfront properties.

All waterfront properties shall conform to the Comprehensive Plan and Code section 5.06.00 mandated waterside setbacks of 25 feet citywide and ten feet CRA, measured from the waterside ~~lot~~ **parcel** line or perpendicular to the mean high waterline as established by a licensed surveyor, whichever is nearer to the principal structure on the same ~~lot~~ **parcel**; or perpendicular to the centerline of a seawall.

Sec. 2.05.00. Reserved for future purposes

BUILDING FORM STANDARD COTTAGE LOTS



Siting

- No minimum lot size requirement.
- No minimum lot width requirement.
- Front building setback a minimum of 20 feet or the average setback along the street (excludes front setbacks in excess of 50 feet).
- Side building setback a minimum of 7 feet.
- Rear building setback a minimum of 20 feet.
- Front setback encroachment of up to 5 feet allowed for a porch provided.
- Maximum impervious surface of 65% allowed provided requirements of Sec. 2.04.03 are met.

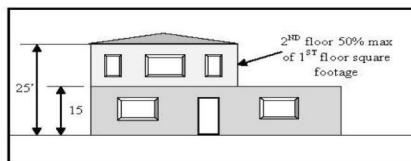
Accessory Structures

- No accessory dwelling units allowed.
- Limited to single story and 12 feet in height.
- Subject to General Standards and Requirements found in Sec. 6.09.02.A-D
- Limited to a maximum 2 car garage with a maximum of 440 square feet.

Allowable Setback Encroachment

- Front porch with no enclosed floor area may encroach up to 5 feet into front setback.
- Driveways and carports or other open-sided structure may encroach up to 5 feet provided there is no habitable structure above.

Remove Building
form standard cottage
lots



Principal Building Requirements

- Maximum first floor building height 15 feet.
- Maximum second story height 25 feet.
- Building height measurement must comply with Sec. 2.04.07.A of the City of Stuart Land Development Code.
- 2 story maximum.
- First floor gross living floor area (under air) not to exceed 30% of lot square footage.
- Second story allowed, but shall not exceed 50% of first floor square footage.

Use Specifications

- Single-family residential structures.
- Accessory structures incidental to principal use.
- Home Occupations (as defined in the LDC)

Sec. 2.06.07. Industrial uses.

The following standards shall apply when a proposed industrial development requires major development plan approval (over 50,000 square feet in gross floor area), or if an industrial planned unit development is proposed.

- A. Industry shall be of a nature as not to be injurious or offensive or detrimental to the present or intended character of the "B-4," "I" or "IPUD" zoning districts or vicinity by reason of emission of noise, dust, glare, smoke, gas, fire, odors, vibration, fumes, toxic waste materials.
- B. Planned industrial parks and new industrial developments must provide that abutting residential properties will be protected from drainage of surface water, noise, odor, glare, dust, and fumes or other objectionable conditions; that provision is made for adequate vehicular and pedestrian access and circulation so as not to present problems of safety on the site or unduly impeded normal traffic movement on adjacent streets; that requirements for parking as provided in chapter VI are met. Further, no building structure, or land within 100 feet of any ~~lot~~-parcel line or a ~~lot~~ parcel located in a residential district shall be used in connection with the operations of any establishment. Off-street parking and off-street loading space may be located within this setback area in accordance with regulations on parking in chapter VI. Within 300 feet of a residential district boundary line, all activities and operations shall be completely screened by a solid wall at least eight feet in height, and open storage shall not be of greater height than that of the enclosed fence, except that off-street loading and unloading spaces may be located in accordance with parking provisions of chapter VI.
- C. Sign painting and/or manufacturing shops must contain such activities within an enclosed building.

Sec. 2.06.09. Home occupations.

- A. *Standards.* The following specific standards shall apply to all home occupations:
 - (1) The home occupation shall involve no more than one employee on site at any one time, not including members of the family residing in the dwelling unit who may be engaged in the home occupation, provided that there is sufficient off-street parking on an "approved paved surface" as defined in section 10-69(a) of the Code of Ordinances.
 - (2) The use of the dwelling unit for the home occupation shall be clearly incidental and secondary to the residential use and shall under no circumstances change the residential character of the dwelling.
 - (3) The floor area dedicated to the home occupation shall not exceed 25 percent of the floor area of the dwelling unit.
 - (4) No building or yard space other than the principal building shall be used for home occupation purposes. There shall be no on-site, indoor or outside display or storage of materials or supplies.
 - (5) There shall be no change in the outside appearance of the building or premises as a result of such occupation.
 - (6) No signage of any kind may be displayed, with the exception of licensed real estate brokers who shall be permitted one sign, one square foot in size, to be placed at the home entrance.
 - (7) No home occupation shall be conducted in any accessory building unless approved by a Major Conditional Use.
 - (8) Advertisements for the business shall not state the residential address, only the phone number.

- (9) There shall be no use of utilities or community facilities beyond that normal to the use of the property for residential purposes.
- (10) No equipment shall be used in the home occupation which creates fire hazards, electrical interference, noise, vibration, glare, fumes, odors detectable to the normal senses outside the dwelling unit. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises, or causes fluctuations in line voltage off the premises.
- (11) No commodity shall be sold on the premises nor displayed or warehoused on the premises for sale elsewhere.
- (12) No commercial vehicle may be parked or stored on-site for use in conjunction with the home occupation.
- (13) The home occupation shall not generate pedestrian or vehicular traffic in greater volume than would normally be expected to the home.
- (14) The use can qualify for all local, state and federal licenses, certificates and permits.
- (15) Any violation of these regulations may result in the revocation of any home occupation business tax receipt, in addition to any other remedy for such violation provided in the city's Code.
- (16) The issuance of a business tax receipt to engage in a home occupation in accordance with this ordinance shall not be deemed to be a change in zoning nor an official expression of opinion as to the proper zoning for the particular property.

Sec. 2.06.11. Telecommunications facilities.

- N. *Accessory or principal use.* A tower may constitute an accessory use on a ~~lot~~ **parcel** containing a separate principal use. If a tower constitutes a principal use, then it must be located on a property which meets the minimum ~~lot~~ **parcel** size requirements of the district in which the tower is located and is large enough to accommodate the tower, accessory structures, landscaping, parking and other required improvements.
- P. *Telecommunication tower distance requirements.* The following distances shall be measured by straight line measurement without regard to intervening buildings from the nearest point of the building or unit within a building in which the proposed telecommunications tower is to be located to the nearest point of the ~~lot~~ **parcel**, use, right-of-way line or district from which the proposed telecommunications tower is to be separated.
 - (1) No telecommunications tower shall be constructed within 500 feet of the "R-1A," "R-1," "R-2," "R-3" and "RM" residential zoning districts within the city or within 500 feet of a residential area outside the city.
 - (2) No telecommunications tower shall be constructed within 500 feet of a school.
 - (3) No telecommunications tower shall be constructed within 100 feet from the nearest right-of-way line of State Road 5, commonly known as "U.S. 1." as laid out and in use on July 26, 1995. This requirement shall also include that portion of State Road 5 consisting of the Roosevelt Bridge and the approaches thereto.

Sec. 2.06.14. Pain management clinics.

- D. *Distance requirements.* The following distances shall be measured by straight line measurement without regard to intervening buildings from the nearest point of the building or unit within a building in which the proposed clinic is to be located to the nearest point of the ~~lot~~ **parcel**, use, right-of-way line or district from which the proposed clinic is to be separated.

1. No pain management clinic shall commence operation within 300 feet of any other pain management clinic.
2. No pain management clinic shall be co-located in the same office or building with a pharmacy, unless such pharmacy shall have pre-dated the pain management clinic by at least one year.
3. No pain management clinic shall commence operation within 200 feet of a pharmacy, unless such pharmacy shall have pre-dated the pain management clinic by at least one year.
4. Regardless of the other provisions of subsection C, above, no pain management clinic shall commence operation within 250 feet from the nearest right-of-way line of State Road 5, commonly known as "U.S. Highway 1" as laid out and in use on July 26, 1995. This requirement shall also include that portion of State Road 5 consisting of the Roosevelt Bridge and the approaches thereto.

Sec. 2.06.15. Minimum single-family and duplex residential design standards for new construction.

These design standards shall apply to all new single-family and duplex residential development. Mobile homes, properties within the Urban Code District, additions and restoration development are excluded from these provisions.

- A. *Purpose.* The purpose and intent of this article is to provide minimum design standards for single-family and duplex residential development, which shall apply to all new single-family detached structures and duplexes.
- B. New single-family and duplex residential development shall meet the following minimum design standards:
 - (1) Driveways and walkways shall consist of concrete, brick or concrete pavers, asphalt, stamped pattern concrete systems, rock salt textured concrete with integral color, grass block, or other similar material approved by the city development director.
 - (2) Yards shall be sodded or otherwise landscaped in accordance with section 6.04.08.A.
 - ~~(3) Roofs shall have a minimum pitch of 3:12, provided a flat roof may be permitted if designed by a Florida licensed architect and upon clear demonstration that the flat roof's design is an integral part of the building's overall architectural character.~~
 - ~~(4) Roof overhangs shall be a minimum of eight inches on the rake and 16 inches on the eaves.~~
 - ~~(5) (3)~~ Foundations shall consist of slab on grade, stem wall, poured concrete piers or pilings and shall be the sole means by which load and uplift standards are met. Dry stack foundations and cable tie down systems are not permitted.
 - ~~(6) (4)~~ For the purpose of minimizing storm water impacts, the finished floor elevations of surrounding properties shall be taken into consideration in establishing the finished floor elevation of the new structure. Fill may be placed on site to the level of natural grade, maintaining the overall drainage of the neighborhood. If new construction has a floor level higher than natural grade, the foundation is to provide for the rise in floor level, rather than mounding fill to building perimeter. Minor grading directing water away from house to natural established drainage is allowed.
 - ~~(7) (5)~~ Exterior equipment, including, but not limited to, air conditioning equipment, heat pumps, generators and pool equipment, shall be shielded from view.
 - ~~(8) (6)~~ Main entries shall be prominent and orientated to the street unless another pattern is well established in the surrounding neighborhood. ~~Variation from this standard may be permitted if the home is designed by a Florida licensed architect and upon clear demonstration that the variation in design is an integral part of the building's overall architectural character.~~
 - ~~(9) Additionally, at a minimum, three of the following eight building characteristics must be provided:-~~

- ~~a. Ornamental and structural details which are integrated into the building's structure and overall design.~~
- ~~b. A front porch, minimum six feet deep and eight feet wide.~~
- ~~c. Window shutters, decorative or real, at the same height as the window.~~
- ~~d. A minimum of two different roof bearing heights on primary buildings or porches.~~
- ~~e. A minimum of two different wall planes on the front elevation separated by a minimum of 18 inches.~~
- ~~f. Trim color accenting the main wall color.~~
- ~~g. Contrasting materials on front elevation for architectural effect.~~
- ~~h. Arbors, pergolas or lattice screens attached to building for architectural effect~~

Sec. 2.06.20. Conditional use approval required for the location of any gasoline or other motor fuel stations on certain properties fronting U.S. Highway 1 and Palm City Road.

Effective June 8, 2015, approval of any gasoline or other motor fuel stations, as defined by this Code, on certain commercially zoned properties fronting the west side of U.S. Highway 1 and a portion of Palm City Road, located approximately between State Road-76 and Frasier Creek and identified by the Exhibit 1A below, shall require "major conditional use approval application" as set forth in chapter 11, section 11.01.~~01-11~~ of this Code.

Sec. 2.06.22. EV charging infrastructure.

A. Definitions:

Electric Vehicle (EV) means a vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle's batteries, and which produces zero tailpipe emissions or pollution when stationary or operating.

Electric Vehicle Charging Station (EVCS) means a parking space that is equipped to allow an EV to ~~re-charge~~ recharge.

Electric Vehicle Charging Infrastructure (EVCI) means equipment provided to support future electric vehicle charging. This shall include, but not be limited to; the design of electrical panels and service equipment to support the additional electrical demand, the panel capacity to support additional feeder/branch circuits, and the installation of raceways, both underground and surface-mounted, to support the electrical vehicle supply equipment.

Electric Vehicle Charging Rate (EVCR) means the rate at which an electric vehicle is charged:

1. Level-1 is considered slow charging. Voltage up to 120v.
2. Level-2 is considered medium charging. Voltage is greater than 120v and includes 240v.
3. Level-3 is considered fast or rapid charging. Voltage is greater than 240v.

~~B. EV Charging Station (EVCS) requirement: All new commercial development of gross floorspace greater than 5,000 square feet and all new residential development greater than 50 dwelling units are required to provide EVCI to accommodate the future installation of EVCS(s).~~

- ~~1. A minimum of two or ten percent, whichever is the greater, of the required non-EV parking spaces (excluding required ADA spaces) shall be EVCI equipped spaces.~~
- ~~2. A minimum of two or ten percent, whichever is the greater, of required EVCI equipped spaces shall be provided at a level 2 EVCR.~~
- ~~3. At minimum one required EVCI equipped space shall be ADA accessible and shall be installed and marked in compliance with the current version of the City of Stuart Guide for Accessible Electric Vehicle Charging Station (EVCS).~~

~~C. B. Standards:~~ The EVCI shall be installed per the requirements of the current edition of the National Electrical Code.

- ~~1. The EVCI shall include a raceway, which is continuous from the branch circuit/feeder panel location to the future EV parking space.~~
- ~~2. The raceway shall be sized and installed per the National Electrical Code; however, in no case shall the EVCI raceway be less than one inch in size. The EVCI raceway shall include a pull rope or line installed for future conductor installation, with the raceway sealed and labeled for future use.~~
- ~~3. The electrical equipment room must have a dedicated space for the future installation of EVCI. This space shall be identified on all construction documents submitted for review, and the dedicated space shall not allow for violation of the National Electrical Code prescriptive requirements regulating working space clearances around equipment, or violation of the National Electrical Code prescriptive requirements governing the entrance to and egress from electrical equipment working space.~~
- ~~4. During the construction of the electrical equipment room, all raceways installed for the EVCI shall terminate at the EV parking space.~~
- ~~5. Prior to the final electrical inspection approval, the space dedicated within the electrical equipment room for the future EVCI installation shall have the wall stenciled or marked legibly with the following text: "FUTURE ELECTRIC VEHICLE CHARGING EQUIPMENT AND PANELS."~~
- ~~6. The proposed placement and installation of EVCI or equipment shall not allow for any violation of the Americans with Disabilities Act of 1990.~~
- ~~7. The placement of EVCI shall not create a trip hazard or violation of the accessible path of travel when the cord is connected to an EV.~~

2.07.00. DESIGNATION OF PLANNED UNIT DEVELOPMENT (PUD)

H. *Mixed-use planned unit development (MXPUD) districts.*

1. *Location.* An MXPUD may be located anywhere in the city in any area defined and described "office/residential," "multi-family residential," "commercial," "industrial," "institutional," "recreation," "downtown redevelopment," "East Stuart," "marine/industrial," or "neighborhood/special district," and "public," by the future land use element of the City of Stuart's Comprehensive Plan. and which is of suitable character and compatible with surrounding uses as determined by the city commission.
2. *Uses permitted in an MXPUD district.* The buildings, structures, land or water within a MXPUD district are subject to the following requirements:
 - a. An MXPUD shall be any combination of two or more integrated residential, commercial, hospital, governmental, and light industrial uses, providing such uses are compatible with existing conforming uses on adjacent property as determined by the city commission.
 - b. Residential uses integrated into the MXPUD shall be designed to be compatible, and developed in combination, with any associated commercial, retail, medical, governmental, and light industrial uses.
 - c. Commercial uses not specifically set forth in any of the standard zoning categories, but which are compatible and of like nature and quality to those commercial uses permitted in B-1, B-2, B-3 and B-4 or R-3 zoning classifications are allowed, as determined by the city commission.
 - d. Industrial (high-impact) uses as identified in section 2.02.02., Table 2, of the Code may be permitted subject to a major conditional use approval as approved by the city commission.

- e. Governmental or other public uses as permitted by the city commission.
 - f. Adult business uses or agricultural uses as specified in section 2.02.02, Table 2 are not permitted.
3. *Mixed-use PUD standards.* The following standards shall apply to a MXPUD district:
- a. *[Standards.]* MXPUD standards regarding circulation, parking, open space, utilities, drainage, and other standards shall apply as described in this section, except as modified by the city commission as part of an individual MXPUD ordinance.
 - b. ~~*Parking standards.* The standards and peak parking analysis contained in the most current edition of the ITE Manual shall be referenced in any calculation of shared parking provision within an MXPUD. Reference to the ITE standards may be made by the city and applicant in order to calculate the parking requirement for an MXPUD.~~
 - c. ~~*Parking requirement.* Subject to approval by the city commission as provided in subsection 4.d. below, minimum parking requirements for a mixed-use development may be reduced by a calculation of shared parking requirements for the development, utilizing an accumulation factor table based upon standards in the most current edition of the ITE Manual. The required parking shall conform to the ITE Manual standards unless specifically waived by the city upon acceptance and approval of an independent parking study by a recognized traffic engineer with a specialty in parking generation acceptable to the city development director. The total aggregate reduction in the minimum parking requirement for uses shall not exceed 20 percent of the minimum conventional parking requirement, otherwise applicable. Car parking stalls located in front of residential garages or within individual residential unit garages or allocated or designated parking space shall not be included in any shared parking calculation.~~

~~Table 2.07.00A: Mixed Use Parking Accumulation Factor~~

~~(time of day/use) shown as % of conventional demand)~~

Use	Weekday- 9:00 a.m.— 4:00 p.m.	Weekday- 4:00 p.m.— 8:00 p.m.	Weekday- 8:00 p.m.— 12:00 a.m.	Weekend- 9:00 a.m.— 4:00 p.m.	Weekend- 4:00 p.m.— 12:00 a.m.	Night-time- 12:00 a.m.— 9:00 a.m.
Residential	45%	75%	95%	75%	100%	100%
Office	100%	40%	10%	10%	5%	5%
Retail	90%	100%	90%	100%	75%	5%
Hotel	95%	75%	100%	75%	100%	100%
Restaurant	100%	100%	90%	100%	100%	15%
Medical-office	100%	90%	5%	80%	60%	10%

~~Table 2.07.00B: Example calculation.~~

~~In this example the shared parking demand, using the ITE parking standards as a reference, is calculated using the appropriate % of the conventional parking requirement at specified periods of the day. The highest resultant mixed-use accumulation is used to determine the maximum shared parking demand. In this case 530 shared spaces compared to the standard code requirement of 600 spaces.~~

Use	Standard- Parking- Requirement	Weekday- 9:00 a.m.— 4:00 p.m.	Weekday- 4:00 p.m.— 8:00 p.m.	Weekday- 8:00 p.m.— 12:00 a.m.	Weekend- 9:00 a.m.— 4:00 p.m.	Weekend- 4:00 p.m.— 12:00 a.m.	Night-time- 12:00 a.m.— 9:00 a.m.
Residential	100	45	75	95	75	100	100
Office	100	100	40	10	10	5	5

Retail	100	90	100	90	100	75	5
Hotel	100	95	75	100	75	100	100
Restaurant	100	100	100	90	100	100	15
Medical office	100	100	90	5	80	60	10
Total parking	600						
Mixed-use accumulation		530	480	390	440	440	235

- d. ~~Reserved. The parking reductions allowed by shared parking accumulation described in Table 2.07.00A above may be allowed as part of an MXPUD approval only if it is demonstrated to the satisfaction of the city commission that a combination of the following vehicular, pedestrian, bicycle and parking issues are addressed and that, where appropriate, measures are incorporated by the proposed development to mitigate potential material adverse impacts on parking conditions in the immediate vicinity by providing some or all of the following:~~
- ~~i. The creation of new or upgraded sidewalks and bikeways, where appropriate, to help foster non-vehicular movement within, around and to the site.~~
 - ~~ii. The creation of public or private amenity spaces to help foster and provide pedestrian and bikeway attractions (i.e., bicycle racks, benches, open and landscaped areas, pedestrian landings, lighting, etc.).~~
 - ~~iii. The provision of additional landscape measures that are at a minimum 150 percent above City Code requirements.~~
- e. Amenity space. Not less than 35 percent of the MXPUD shall be amenity space. Credit not exceeding five percent shall be permitted for street improvements that are contiguous with the site at the sole discretion of the city commission.
- f. Native vegetation. A minimum of 25 percent of the total development site area shall remain as undeveloped native vegetation area, excluding wetlands defined by the South Florida Water Management District where the same exists. In the event that less than 25 percent of the MXPUD is comprised of native vegetation area, then the existing native vegetation area shall be maintained as part of the required amenity space. The required native vegetation area may include the landscape buffer between the site and adjacent property. The location of the existing native vegetation area(s) shall be determined using a study of the site that enables consideration as to its value and retention as a native vegetation area. Any deficit in naturally occurring required native vegetation shall be made up in offsite mitigation of preservation areas, within the city.
- g. ~~Reserved. Residential unit variety bonus. Where not less than 50 percent of the total residential units on site are smaller than 1,500 square feet in size, then at the sole discretion of the city commission, a residential unit variety density bonus may be awarded based on the following table:~~

~~Table 2.07.00C: Residential Unit Variety Bonus~~

Minimum 50% of dwelling units at an average floorspace of less than (sq. ft.)	1,000 sq. ft.	1,250 sq. ft.	1,500 sq. ft.
Residential unit variety bonus (du/Ac)	5	3	1

- h. Multi-family/FAR: Multi-family density shall be reduced by commercial. For every 800 square feet of commercial, the residential density of the property shall be reduced by one (1) residential unit. Mixed-use density calculation. The net residential density for an MXPUD shall be based

on 15 units per acre, with any density bonus added in accordance with the small residential unit bonus Table 2.07.00C above. If the project is located within the urban district overlay an increase in density (to a maximum of 30 units per acre, including any unit bonus) may be granted in accordance with the Urban Code conditional use procedure (section 3.01.06). The net residential density shall be calculated using the following formula:-

Total residential floor space-	=	TRF-
Total development floor space-	=	TDF-
Residential unit variety density bonus-	=	RUVDB-
(TRF/TDF) × (15du/ac+SUDB)-	=	Net mixed use residential density-
Example:-		
Total residential floor space-	=	75,000 sq. ft. (TRF)-
Total development floor space-	=	120,000 sq. ft. (TDF)-
Residential unit variety density bonus-	=	3du/ac (RUVDB)-
(TRF/TDF) × (15 du/ac RUVDB)-	=	Net mixed use residential density-
(75,000/120,000) × (15) 3-	=	12.375 du/acre-

- i. ~~Reserved. Net acreage of a mixed-use PUD parcel. The net acreage of a mixed-use PUD parcel shall be the total site area less all bodies of water (excluding water features with fountains) and protected environmentally sensitive areas.~~
 - j. Architectural standards. Buildings within an MXPUD shall, at a minimum, incorporate architectural detailing and use materials that meet the standards outlined in section 3.01.04 of this Code in respect of building walls, roofs and gutters, arcades and porches, windows and doors, architectural features, balconies and parapet walls.
- I. *Urban planned unit development (UPUD) districts.*
- a. *Location.* A UPUD may be located only within the defined community redevelopment area of the city.
 - b. *Density.*
 - i. A UPUD shall not exceed the density outlined in policy A7.2 of the City of Stuart Comprehensive Plan relating to gross densities of the underlying future land use designation as defined and described "low-density residential," "office/residential," "multi-family residential," "commercial," "industrial," "marine-industrial," "recreation," "downtown redevelopment," or "public," by the future land use element of the City of Stuart Comprehensive Plan, and which is of suitable character and compatible with surrounding uses as determined by the city commission.
 - ii. ~~The table 2.07.A shall be used for the purpose of residential density and parking space calculation within a UPUD.~~

~~Table 2.07.A. UPUD Unit Density and Parking Space Calculation-~~

Maximum Unit Size	Maximum Bedrooms	Unit Density	Parking Space per Unit
500 sq. ft.-	1-	0.5 up to 50%-	1.25-
700 sq. ft.-	2-	0.75 up to 50%-	1.5-
No maximum-	No maximum-	1-	2.0-

Chapter III SPECIAL ZONING CODES

Sec. 3.01.01. Generally.

- A. *Intent.* The purpose of the Urban Code is to encourage redevelopment, historic restoration, and infill development, and generally to promote a sense of place within the Urban Code district, described below, by providing standards and development incentives that are not otherwise available. This includes the promotion of traditional building types with arcades, balconies, railings, and porches and the enabling of social interaction on downtown streets. This Urban Code provides for mandated building alignments to define coherent streets spaces, the location of outbuildings at the rear of ~~lots~~ **parcels** for affordable housing, the visual protection of the streetscape from parking lots, and traditional, historically relevant, durable construction which is harmonious with the architectural heritage of downtown Stuart.

Sec. 3.01.03. Urban standards and regulations for designated urban subdistricts.

The geographic locations and current characteristics of the five urban subdistricts are broadly described below:

Urban center ("UC"), inclusive of the "historic downtown," characterized by relatively dense, walkable, mixed-use, development pattern generally located at or near the established downtown area. The UC is the most urban in terms of density, mix of uses, pedestrian activity, historic restoration, ~~shared parking~~ and civic/cultural venues. In the South Point, UC is generally located in portions of the Potsdam subdivision (that triangular portion bound by Albany Avenue, West Ocean Boulevard, and SR 707/Dixie Highway), along both sides of the historic downtown core block (Osceola Street and Flagler Avenue), along portions of SE Ocean Boulevard.

Urban general ("UG"), characterized by less intensive mixed-use development, with substantial residential uses, generally located adjacent to the urban center. In the North Point, UG is generally located along the triangular area bound by Wright Boulevard, SE Federal Highway and SR 707/Dixie Highway. In the South Point, UG is generally located along portions of SE Ocean Boulevard (both north and south).

Urban neighborhood ("UN"), characterized by a predominantly residential nature located along low-volume, pedestrian-friendly streets. In the North Point, UN is generally located in the non-waterfront portions of the Riverside Park subdivision (that portion generally bound by North River Drive, Palm Street, SR 707/Dixie Highway, and Fern Street). In the south point, UN is generally located in the Frazier Addition (the triangular area generally bound by Frazier Creek, West Ocean Boulevard, and the properties fronting Colorado Avenue) and the non-waterfront portions of the Frazier Crescent subdivision (along Channel Avenue and 6th and 7th Streets).

Urban highway ("UH"), occurs along both sides of SE Federal Highway as it traverses the Urban Code District. This area allows large front setbacks and highway-oriented commercial or high density residential uses with generous parking lots. In the North Point, UH is generally located along the western side of SE Federal Highway and along the western side of the proposed Green River Parkway. In the South Point, UH is generally located along both sides of SE Federal Highway.

Urban waterfront ("UW"), refers to special waterfront-oriented uses, including marinas, restaurants, entertainment, hotels, and higher-density residential. Existing "marine industrial" uses are conditionally permitted. In both the North and South Points, UW is generally located along all waterfront properties throughout the CRA with the exception of those waterfront properties on the north side of Frazier Creek and on the east side of the "North Point" peninsula south of Fern Street.

The following urban standards and regulations of "building placement," "building height," "parking," "architectural requirements," "outbuildings," "signage," and "curb cuts" apply to each respective urban subdistrict.

A. *Urban center (UC).*

1. *Principal building placement.*
 - a. The front building facade shall be constructed parallel to the street along the front property line with a required build-to line of zero feet.
 - b. The side setbacks may be zero feet.
 - c. The rear setback may be zero feet.
 - d. The front street facade width of the principal building shall not be less than 80 percent of the ~~lot~~ **parcel** width. A ten-foot driveway may be allowed if no alley access is available in the rear or side of the ~~lot~~ **parcel**.
 - e. If a property abuts public rights-of-way at its front and rear property lines, any building facade which is 100 feet or more in facade width measured parallel to the public right-of-way shall include a via to allow for pedestrian access to the public rights-of-way. A via shall be not less than six feet in width and not less than ten feet in height. A via may be enclosed; however, a via shall be open to the public during the business hours of operation of the building(s) in which it is located.
 - f. The front street facade of the building may be set back to form a public courtyard for a maximum of 33 percent of the facade width.
2. *Principal building height.*
 - a. The maximum building height is three stories and 35 feet. The minimum building height shall be two stories or 26 feet. If 25 percent or more of the building is residential or hotel, a fourth story shall be permitted. The maximum building height for a four story building is 45 feet.
 - b. Four story buildings in the Old Downtown District are prohibited. There is no major Urban Code conditional use available for an additional story or building height in the Old Downtown District.
3. *Parking.*
 - a. All parking areas shall be located behind the rear facade of the principal building or screened from public rights-of-way by a streetwall, other screening approved by the city development director, or landscape buffer as described in section 6.04.00, Landscaping, of this Code.
4. *Architectural requirements.*
 - a. Balconies are required along all street facades for all buildings. The aggregate length of balconies shall not be less than 50 percent of building facade from which it projects on each floor level.
 - b. Arcades are required on the west side of Colorado Street between Confusion Corner and Frazier Creek and on the north side of 2nd Street between U.S. 1 and Dixie Highway. Arcades shall conform to the standards in section 3.01.04 C.
 - c. The ground floor along the front facade of the building shall have doorways, arcades, or glazed openings with aggregate width equal to at least 50 percent of the total facade width.
5. *Outbuildings.*
 - a. Outbuildings shall be located behind the rear facade of the principal building or in the rear one half of the property subject to a minimum five-foot side and rear yard setbacks from the property line. On corner ~~lots~~ **parcels** the side setback shall be ten feet. There shall not be less than five feet separation between an outbuilding and a principal building.
6. *Curb cuts.*
 - a. Where buildings do not have alleys in the rear of the property, not more than one curb cut shall be permitted for every 75 feet of frontage.

- b. For properties with access from a rear alley, no curb cuts shall be permitted.
- B. *Urban general (UG).*
 - 1. *Principal building placement.*
 - a. The front building facade shall be constructed parallel along the front property line with a required setback of not less than ten feet.
 - b. The minimum side setbacks are not less than five feet on each side.
 - c. The rear setback shall be not less than 15 feet.
 - d. The front street façade width of the principal building shall not be less than 60 percent of the ~~lot~~ **parcel** width.
 - 2. *Principal building height.*
 - a. The maximum building height is three stories and 35 feet. If 50 percent or more of the building is residential or hotel, a fourth story shall be permitted. The maximum building height for a four story building is 45 feet.
 - 3. *Parking.*
 - a. Parking areas shall be located as follows:
 - i. For new development, all parking areas shall be located behind the rear facade of a principal building or screened from public rights-of-way by a wall, trellis, other screening approved by the city development director or landscape buffer as described in section 6.04.00, Landscaping, of this Code.
 - ii. For substantial renovation, where possible, parking areas shall be located behind the rear building facade or at the side property line and screened from the public view and from public rights-of way by a streetwall, other screening approved by the city development director, or landscape buffer as described in section 6.04.00, Landscaping, of this Code.
 - 4. *Architectural requirements.*
 - a. Porches are required on the front building facade. Porches shall have a minimum depth of six feet and a minimum length of 50 percent of the building facade width. Porches may project four feet into the front setback.
 - 5. *Outbuildings.*
 - a. Outbuildings shall be located behind the rear facade of the principal building or in rear one-half of the property subject to a minimum five-foot side and rear yard setbacks from the property line. On corner ~~lots~~ **parcels** the side setback shall be ten feet. There shall not be less than five feet separation between an outbuilding and a principal building.
 - 6. *Curb cuts.*
 - a. Where buildings do not have alleys in the rear of the property, not more than one curb cut shall be permitted for every 75 feet of frontage.
 - b. For properties with access from a rear alley, no curb cuts shall be permitted.
- C. *Urban neighborhood (UN).*
 - 1. *Principal building placement.*
 - a. The front building facade shall be constructed parallel to the street along the front property line with a required setback of not less than ten feet.
 - b. The side setbacks are not less than five feet on each side.
 - c. The rear setback shall be not less than 15 feet.
 - d. The front street facade width of the principal building shall not be less than 60 percent of the ~~lot~~ **parcel** width.
 - 2. *Principal building height.*
 - a. The maximum building height is three stories and 35 feet.
 - b. There is no major Urban Code conditional use available for an additional story or building height in this subdistrict.

3. *Parking.*
 - a. Parking areas shall be located as follows:
 - i. For new development, all parking areas shall be located behind the rear facade of a principal building or screened from public rights-of-way by a streetwall, other screening approved by the city development director, or landscape buffer as described in section 6.04.00, Landscaping, of this Code.
 - ii. For substantial renovation, parking areas shall be located, where possible, behind the rear building facade or at the side property line and screened from public rights-of-way by a streetwall, other screening approved by the city development director, or landscape buffer as described in section 6.04.00, Landscaping, of this Code.
 4. *Architectural requirements.*
 - a. Porches are required on the front building facade. Porches shall have a minimum depth of six feet and a minimum length of 70 percent of the building width. On corner properties, porches must be constructed along both street facades. Porches may project two feet into the front setback.
 - b. Walls, wood picket fences, wrought iron fences, or hedges are required along the front property line and on corner ~~lots-parcels~~, along the side property lines and shall have a minimum height of three feet and a maximum height of four feet along the front and side property lines to the front facade of the principal building. Along the side property lines behind the front facade and along the rear property line a wall or fence may be six feet in height. Arbors and trellises are permitted in the front yard and may be located along property lines. The maximum height for arbors and trellises shall be ten feet. Above walls and fences, architectural features of up to 12 inches in height shall be allowed, spaced a minimum of four feet apart.
 - c. Chain link fences shall not be visible from public rights-of-way. Chain link fences shall be vinyl coated using only black or dark green colors.
 5. *Outbuildings.*
 - a. Outbuildings shall be located behind the rear facade of the principal building or in rear one half of the property subject to a minimum five-foot side and rear yard setbacks from the property line. On corner ~~lots-parcels~~ the side setback shall be ten feet. There shall not be less than five feet separation between an outbuilding and the principal building.
 6. *Curb cuts.*
 - a. Where buildings do not have alleys in the rear of the property, not more than one curb cut shall be permitted for every 50 feet of frontage. However one curb cut shall be permitted for a single family residence utilized as a residence regardless of the existence of a rear alley.
 - b. For properties with access from a rear alley, no curb cuts shall be permitted.
 7. *Trees.*
 - a. When a permit for new construction or renovation is issued, the owner shall be responsible for planting two shade trees no closer than three feet and no further than five feet from the right-of-way that abuts the front property line. All required shade trees, as defined by chapter XII of this Code, shall be 14 feet in height at installation, and have a DBH of not less than two and one-half inches, and be selected from the CRA landscape palette, if adopted by the city. The development director may grant a reduction for existing trees that meet these requirements.
 8. *Buffer for single family residential.*
 - a. A buffer for the single family neighborhood on the west side of NW North River Drive shall be provided. The buffer shall conform to section 6.04.00, Landscaping, of this Code.
- D. *Urban highway ("UH").*
1. *Principal building placement.*

- a. The front building facade shall be constructed parallel to the street along the front property line with a minimum setback of 15 feet and a maximum setback of 40 feet for properties fronting on US-1/SW Federal Hwy. If a property does not front on US-1/SW Federal Hwy, then the minimum setback shall be zero feet and the maximum setback shall be not more than 10 feet.
 - b. The side setbacks may be zero feet on each side.
 - c. The rear setback is not less than 15 feet.
 - d. For ~~lots~~ **parcels** fronting US-1/SW Federal Hwy, the front street facade width of the principal building shall not be less than 40 percent of the ~~lot~~ **parcel** width. For other ~~lots~~ **parcels**, the width of the principal building shall be not less than 70 percent of the ~~lot~~ **parcel** width.
 2. *Principal building height.*
 - a. The maximum building height is three stories and 35 feet. For ~~lots~~ **parcels** fronting on SE Federal Highway a fourth story is permitted if all off-street parking is located at the rear of building. The maximum building height for a four story building is 45 feet. The minimum building height is two stories or 26 feet.
 3. *Parking.*
 - a. All parking areas shall be located behind the rear facade of a principal building or screened from public rights-of-way by a streetwall, trellis, other screening approved by the city development director, or landscape buffer as described in section 6.04.00, Landscaping, of this Code. The parking shall be setback from the front public right-of-way a minimum distance equal to 40 percent of the ~~lot~~ **parcel** depth.
 4. *Outbuildings.*
 - a. Outbuildings shall be located behind the rear facade of the principal building or in the rear one half of the property subject to a minimum five-foot side and rear yard setbacks from the property line. On corner ~~lots~~ **parcels** the side setback shall be ten feet. There shall not be less than five feet **of** separation between an outbuilding and the principal building.
 5. *Curb cuts.*
 - a. Where buildings do not have alleys in the rear of the property, not more than one curb cut shall be permitted for every 100 feet of frontage.
- E. *Urban waterfront ("UW").*
1. *Principal building placement.*
 - a. The front building facade shall be constructed parallel to the street along the front property line with a minimum setback of not less than ten feet except for waterfront properties on SW Channel Avenue, Seminole Street, and SW Atlanta Avenue which shall be not less than five feet.
 - b. The side setbacks shall not be less than ten feet on each side except for waterfront properties on SW Channel Avenue, Seminole Street, and SW Atlanta Avenue which shall not be less than five feet.
 - c. The rear setback for all structures shall not be less than ten feet from the mean high water line or the water-side of a seawall or bulkhead.
 - d. A vista shall be a designated area along the side of a property that provides an unobstructed view from any public right-of-way to the St. Lucie River or its tributaries, and shall be the same width as the required side setback. Only ten-foot clear trunk plant material and decorative fencing shall be located within the vista. Any equipment such as air conditioning units within a vista shall be not more than three feet in height, unless required by any applicable flood zone regulations.
 - e. The maximum cumulative front building facade width is 160 feet measured parallel to the nearest body of water.

- f. If a building facade is 100 feet or more in width, measured parallel to the nearest body of water, an additional vista shall be provided within the building's facade which is not less than 12 feet in width, not less than 12 feet in height, and which allows a visual corridor from the public right-of-way to the St. Lucie River or its tributaries.
 - g. Any fencing included within a vista shall have a minimum width of three inches and a maximum width of five inches for all vertical members and shall have a minimum spacing of three inches between the vertical members. Said fences shall be a minimum height of three feet and a maximum height of four feet.
 - h. In order to create additional vistas, a minimum separation of 15 feet shall be provided between multiple buildings on the same ~~lot~~ **parcel**.
 - 2. *Principal building height.*
 - a. The maximum building height is three stories and 35 feet. If 50 percent or more of the building is residential or hotel, a fourth story shall be permitted. The maximum building height for a four story building is 45 feet.
 - b. Four story buildings in the Old Downtown District (as described in Section 3.01.03 F.1.a.i.a.) are prohibited. There is no major Urban Code conditional use available for an additional story or building height in the Old Downtown District.
 - 3. *Parking.*
 - a. Parking shall not be located within ten feet of the front and side property lines and shall not be located between the rear building facade and the water.
 - b. Parking shall be screened in the front and the sides from public rights-of-way by a wall, trellis, other screening approved by the city development director, or landscape buffer as described in section 6.04.00, Landscaping, of this Code.
 - 4. *Architectural requirements.*
 - a. Reserved.
 - b. Balconies and balcony rails are required on the waterfront side of a building for a minimum of 50 percent of the fenestration.
 - c. Reserved.
 - d. Porches may project five feet into the front setback.
 - 5. *Outbuildings.*
 - a. One outbuilding is permitted behind the rear facade of a principal building or in the rear one-half of the ~~lot~~ **parcel** and one outbuilding is permitted in the front of the ~~lot~~ **parcel**. Outbuildings shall be set back not less than five feet from the side and front property lines, not less than ten feet from the rear property lines, not be less than five feet separation between an outbuilding and the principal building and shall not be located within a vista.
 - b. Outbuildings may have marina or waterfront accessory uses.
 - 6. *Curb cuts.*
 - a. Where buildings do not have alleys in the rear of the property, not more than one curb cut shall be permitted for every 65 feet of frontage.
- F. *Additional regulations and requirements.*
- 1. *Parking.*
 - 2. *Urban Code District uses.*
 - a. The following uses are permitted and are all-inclusive individually or in combination in the Urban Code District subject to the regulations pertaining to formula businesses in section 2.06.12.

Land Use Type	Number of Parking Spaces Required
<i>Residential Land Uses</i>	
Duplex residences	4-5 2 per unit; garages count towards required off-street parking

Family day care home in a residence	2 per dwelling unit plus adequate space for pick-up and drop-off
Home occupations as regulated in Section 2.06.09 of this Code	N/A
Multi-family dwelling units	4.5 2 per unit; garages count towards required off-street parking
Single-family residences	1.5 per unit; garages count towards required off-street parking
<i>Transient Residential Land Uses and Overnight Accommodations</i>	
Bed and breakfast inn	1 per guest room
Hotels/motels	1 per rental room, plus 2 spaces per 3 employees
Rooming and boarding houses	1 per unit
<i>Institutional Uses</i>	
Adult day care centers	1 per 200 square feet. This may be reduced by 1 space for each 2 users for which the center agrees to provide alternative transportation
Child care centers	1 per 6 children, plus 1 space per employee with a safe pedestrian walkway system through the parking area to the building
Community centers	1 per 300 square feet

3. *Density.* A density of 15 dwelling units per acre is permitted in all Urban Code subdistricts. The number of dwelling units may be increased to a maximum of ~~30~~ 20 dwelling units per acre with a major Urban Code conditional use.
4. *Storage sheds.* One storage shed may be located on any ~~lot~~ parcel within the Urban Code District, provided that it is not visible from the principal public right-of-way.
5. *Multiple frontages.* In the event a single ~~lot~~ parcel abuts more than two streets, the setback and architectural requirements for the corresponding Urban Code District shall only apply to two street facades.
6. *Conflicts with utilities.* In instances where the required location of a building, including architectural requirements, conflicts with existing utilities or other public infrastructure, the developer shall be required to relocate such utilities if the cost of relocation is less than five percent of the cost of the proposed building or improvements (excluding land value) and the utilities can be relocated within 150 feet of the subject property. Otherwise, the city development director may adjust the requirements of this Urban Code to rectify any conflicts with utilities or other public infrastructure. No utilities shall be located beneath a principal building.
7. *Historic buildings.* The requirements of this Urban Code may be adjusted by a major Urban Code conditional use for the purposes of preserving a historic building.
8. *Finished floor elevations.* The requirements of section 6.03.02 B.4. relating to finished floor elevations may be modified if the engineer for a proposed development can demonstrate a lower elevation is appropriate and will not be detrimental regarding flooding to adjacent properties.
9. ~~Lot~~ Parcel coverage. For the purposes of this Urban Code, there shall be no impervious ~~lot~~ ~~parcel~~ coverage requirement; however, all development must meet the requirements of section 6.03.00 entitled "Stormwater Management" of this Code, as amended from time to time.
10. ~~Lot~~ Parcel area requirements. For purposes of this Urban Code there shall be no minimum ~~lot~~ ~~parcel~~ area or ~~lot~~ ~~parcel~~ width requirement as defined in section 2.04.00.
11. *Stormwater management.* With the proper legal documentation and consent of the property owner, stormwater runoff from properties within the Urban Code District may be conveyed

onto adjacent private properties. Otherwise, stormwater runoff must be conveyed to the public right-of-way, and the quality of the runoff must be considered. Proposed development may not obstruct existing drainage patterns. If a site is designed such that stormwater is captured by an internal stormwater management system, the applicant must illustrate how the stormwater reaches the public stormwater management system. If a site is designed such that there is no internal stormwater management system, the applicant must illustrate how the stormwater runoff will be conveyed to the public stormwater management system and demonstrate that said system could accommodate the additional runoff. Pervious surfaces such as perforated pavers, mulched areas, and other similar examples may be considered in the calculation for stormwater detention. For all development, stormwater quality treatment prior to discharge shall be provided in compliance with section 6.03.00 of this Code.

12. *Public art.* Public art shall be required of all development and redevelopment and shall equal not less than one percent of the total costs of vertical construction. Public art may include fountains, murals, sculptures, paintings, or other generally acceptable art form as directed by the community redevelopment board which is displayed in a public venue. All public art required under this section shall be readily visible to the public. All public art intended to meet the requirements of this section that is visible from a public right-of-way or is exterior to a building must be approved by the community redevelopment board as a minor Urban Code conditional use. A single family home on a single ~~lot~~ parcel of record is exempt from this requirement.
13. *Curb cuts.* Distance regulations between curb cuts shall be measured from the centerlines of each curb cut.
14. *Shoreline protection zone.* In accordance with section 5.06.00, the shoreline protection zone for any water body shall be ten feet measured from the waterside ~~lot~~ parcel line or perpendicular to the mean high waterline as established by a licensed surveyor, whichever is nearer to the principal structure on the same ~~lot~~ parcel; or perpendicular to the centerline of a seawall.

Sec. 3.01.04. Architectural standards and regulations.

The following described architectural standards and regulations are governed by the categories of building and activities related thereto and shall apply to new development, to substantial renovation, to renovation development, to renovation and to building exterior refinishing. It is the responsibility of the applicant to demonstrate to the satisfaction of the city development director that any alternative building or other materials have at least a ten-year history of successful application in climates that are comparable to the City of Stuart.

- F. *Outbuildings.* Outbuildings permitted within the Urban Code District shall be constructed of the same materials used in the principal building. Outbuildings may include detached garages and carports, greenhouses, slat houses, cabanas and detached garage apartments and "granny flats." Canvas outbuildings are not permitted. There shall be not less than five feet of separation between the outbuilding and the principal building.

Outbuildings shall conform to the following requirements:

1. Only one outbuilding per principle building is permitted.
2. Outbuildings are subject to a minimum five-foot side and rear yard setbacks from the property line, with the exception of the Urban Waterfront (UW) Subdistrict. On corner ~~lots~~ parcels the side setback shall be ten feet.
3. Outbuildings shall not exceed a maximum building footprint of 1,000 square feet and a maximum gross floor area of 2,000 square feet.
4. Outbuildings shall not exceed 30 feet in height. Outbuildings may not exceed the height of the principal building on the same property.

5. An outbuilding may have an unenclosed porch of up to 50 percent of the gross floor area of the outbuilding.
6. Outbuildings may be constructed as elevated buildings that include the location of open parking below an enclosed structure; however, open parking shall be shielded from public right-of-way by landscaping, lattice or other screening material that is not less than 42 inches in height.
7. Outbuildings may be connected to the principal building by a covered walkway element, trellis, or other structural link, which shall not be enclosed so as to create occupiable space.
8. Outbuildings may be connected to an outbuilding on an adjacent property and shall be structurally separated by a fire wall on the common boundary line and shall have a five-foot minimum rear yard setback.

M. *Balconies.* Balconies shall conform to the following requirements:

1. On corner ~~lots~~ parcels, a balcony shall extend along two street facades, but it does not have to be continuous.
2. A balcony may extend over a public sidewalk or right-of-way but may not be designed or used as a means of building ingress or egress above a public right-of-way.
3. Where balconies are required, the aggregate length of balconies shall be not less than (50 percent) of the building facade at the floor level from which it projects on each floor level.
4. A balcony shall have a minimum clear height of ten feet at ground level above sidewalks and a minimum depth of three feet.
5. "Paris" balconies, having a minimum projection from the building face of 12 inches and a wrought iron railing, are permitted, if the balcony is accessed by French doors.

Sec. 3.01.06. Urban code conditional use requirements.

A. *Major and minor Urban Code conditional uses.* As provided below, the city commission may grant a major Urban Code conditional use and the city community redevelopment board may grant a minor Urban Code conditional use. The review of major and minor Urban Code conditional use applications shall follow the procedures set forth in section ~~11.01.40-11~~ relating to major conditional use approval review, including, but not limited to, required findings of fact, conditions, notice, public hearing, standards, the burden of proof, revocation and expiration. Approval of an Urban Code conditional use shall only be granted if the applicant can demonstrate that the request is consistent with and will further the implementation of this Code, the CRA redevelopment plan, and the city comprehensive plan and will measurably improve the form, function and traditional neighborhood characteristics of the Urban Code District. The procedure for a major Urban Code conditional use shall follow the procedures set forth at section ~~11.01.4011~~ with respect to submittal information and required notice for a major conditional use approval. The procedure for a minor Urban Code conditional use shall follow the procedures set forth in section ~~11.01.4011~~ with respect to submittal information and required notice for a major conditional use approval; however, mailed notice shall only be required to be provided to property owners which are directly abutting the subject property, and a minor Urban Code conditional use shall be granted by the city community redevelopment board.

1. *Minor Urban Code conditional use.* A minor Urban Code conditional use shall be required for relief from the following regulations of the Urban Code; ~~;~~ public art, and architectural materials.
2. *Major Urban Code conditional use.* A major Urban Code conditional use 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.

- a. *Review.* Upon submittal of an application for a major Urban Code conditional use the city development department shall review all applicable portions of this code and the comprehensive plan and shall make a recommendation to the community redevelopment board followed by a recommendation to the city commission. Prior to its consideration by the city commission, the city community redevelopment board shall review the application and make an advisory recommendation thereon to the city commission. A major Urban Code conditional use may be granted by the city commission upon a determination that the design objectives set forth in this section and site qualitative design development standards set forth in section 6.00.04 have been substantially satisfied. Unless a longer timetable is granted by the community redevelopment board and city commission, a building permit shall be obtained no later than 12 months from the approval date of a major Urban Code conditional use. A certificate of occupancy shall be obtained no later than 30 months from the issuance of a building permit.
 - b. *Design objectives.* The design objectives established in this section are intended to promote superior site and building design and shall be applied by the city in the review of a development plan. In order to achieve substantial conformance with the design objectives the city commission may impose development conditions and operational requirements in order to satisfy the design objectives. A major Urban Code conditional use may be granted only when an applicant presents clear and convincing evidence that the proposed development will result in a superior product that is compatible with the surrounding neighborhood and achieves substantial conformance with the design objectives outlined in this section.
 1. *Building height.* The proposed building is proportional and complimentary to surrounding buildings in the area.
 2. *Additional building setbacks.* Three- and four-story buildings have an additional five-foot setback on each side.
 3. *Mixed residential unit types.* The proposed development includes a mix of one- and two-bedroom ~~rental apartments units~~ 1,000 square feet or less of gross floor area.
- J. *Conditional use.* The review of a conditional use shall follow the procedures set forth in section 11.01. ~~10~~ 11 for a major conditional use review. A conditional use shall be granted if the applicant can demonstrate that the request:
- Is consistent with this Code and the city's comprehensive plan;
 - Will further the implementation of the CRA redevelopment plan;
 - Will measurably improve the form and function of traditional neighborhood characteristics; and
 - Has satisfied site qualitative design development standards set forth in section 6.00.04.
- The city commission may impose development conditions and operational requirements including, but not limited to:
1. *Pedestrian amenities.* Pedestrian amenities in the form of benches, courtyards, shared use-paths, pedestrian lighting, or other acceptable forms of amenities located adjacent to a public sidewalk and/or right-of-way.
 2. *Green development.* On-site renewable energy generation, indoor and outdoor water use reduction or green development as outlined in section 6.06.00.

3. *Improvements to the surrounding neighborhood.* The applicant proposes to make improvements such as: replacing existing sidewalks with integral color concrete or pavers in the surrounding neighborhood.
4. Require existing overhead utilities to be placed underground.
5. *Neighborhood open space.* Neighborhood open space as provided by as described in section 3.04.04 F.2.
6. *Historic preservation.* Preservation, relocation or a monetary contribution is made to the relocation of historic buildings fund for historic structures as defined within section 5.09.00.

3.02.00. EAST STUART NEIGHBORHOOD CODE

Sec. 3.02.01. Procedure and process.

- H. *Application permits.* No building or other land development permit shall be issued by the development director unless all provisions of this Code have been met, including approved exceptions, based on the development review and approval process.
1. *Pre-application conference.* Before beginning any new development, substantial renovation development, renovation, or demolition on private or public land, applicants are required to schedule a pre-application conference with the development department. A pre-application conference is not required for interior renovations, and may be administratively waved by the development director.
 - a. *Preliminary development review.* After the pre-application conference, a preliminary design review ~~may~~ **shall** be requested by the development director to include a conceptual site plan, floor plans, and elevations.
 - b. At a pre-application conference, the applicant and development department will discuss relevant procedures from chapter XI and required board presentation(s) as outlined in Figure ESN-03, Required board presentations.
 - c. The development director may request an applicant host a community workshop including any active neighborhood association or business associations before submitting an application. A community workshop will be required of all major development projects. Applicant shall notify city staff in advance of the meeting and shall submit minutes and sign-in sheets from the community workshop as part of the application.

FIGURE ESN-03 REQUIRED BOARD PRESENTATIONS

		PRE-APPLICATION CONFERENCE	Community Redevelopment Agency			BOARD OF ADJUSTMENT	LOCAL PLANNING AGENCY	CITY COMMISSION
			CRB	SHPB	CRA BOARD			
Variance	Sec. 8.05.01	✓	✓			✓		

Plat Application	Sec. 11.01.05	✓						✓
Major Development Project	Sec. 11.01.02	✓	✓					✓
Major Conditional Use	Sec. 11.01.11	✓	✓					✓
Zoning Change	Sec. 11.01.09	✓	✓				✗	✓
FLU Change	Sec. 11.01.06 or 11.01.07	✓	✓				✗	✓

2. *Application.* After the pre-application conference and preliminary design review, an application for development shall be submitted to the city development department in accordance with this Code. Except as modified herein, applications for development permits, excluding interior tenant finishes, within the East Stuart Neighborhood shall meet the submittal requirements of plan document as defined in chapter XI. Completed applications shall include Figure ESN-05, Major development projects matrix, and a completed pre-application form from the development department.

Sec. 3.02.03. Permitted uses.

A. Figure ESN-08 identifies permitted uses in East Stuart Neighborhood.

1. *Consideration of uses not specifically listed.* If a use is not listed within a zoning district, then the use is not allowed. A proposed use that is not listed within a zoning district, but which is determined by the development director to have a similar character, nature, and impact to a permitted use in that district may be approved through, a determination of comparability by the development director. Conditions may be placed on the decision. A determination by the development director that a proposed use is not similar to a permitted use may be appealed according to procedures in section 8.07.01.
2. *Conditional use.* Uses which require a conditional use (CU) approval are marked with "CU."
3. *Non-conforming uses.* Non-conforming uses created by virtue of the adoption of this Code shall be deemed legal non-conforming uses subject to the provisions of section 8.03.00.

FIGURE ESN-08 PERMITTED USES IN THE EAST STUART NEIGHBORHOOD

	Standards for Specific Use	BMU	GRO	SFD	Public	Rec.
Residential Uses						
Single-family dwelling unit		✓	✓	✓	-	-
Duplex dwelling units	Sec. 3.02.03 B.1	✓	✓	✓	-	-
Multi-family dwelling units		✗ CU	✗ CU	-	-	-
Accessory dwelling unit	Sec. 3.02.04 G.04	✓	✓	✓	-	-

Mixed-use		✓ CU	✓ CU			
Family day care home in a residence		✓	✓	✓	-	-
Group home of six or fewer residents		-	-	✓	-	-
Home occupation	Sec. 3.02.03 B.3	✓	✓	✓	-	-
Transient Residential and Overnight Accommodations						
Hotels/motels		✓ CU	-	-	-	-
Rooming and boarding houses		✓	✓	-	-	-
Bed and breakfast inn		✓ CU	✓ CU	-	-	-
Institutional Uses						
Adult day care centers (<three acres)		✓ CU	✓	-	-	-
Child care centers (<three acres)	Sec. 2.04.03 B.2	✓ CU	✓	-	-	-
Community centers		✓	✓	-	✓	✓
Funeral homes without crematoriums		✓ CU	-	-	-	-
Governmental buildings		✓ CU	✓ CU	-	✓	-
Libraries		✓	✓	-	✓	-
Museums		✓	-	-	✓	-
Assisted living facilities (<three acres)	<u>Sec. 2.06.03</u>	✓ CU	✓ CU	-	✓	-
Religious institutions (<three acres)		✓	✓	✓	✓	-
School—public, private, parochial or technical		✓ CU	✓ CU	-	✓	-
Commercial Uses						
Art shops/galleries		✓	-	-	-	-
Banks/financial institutions, excluding drive-in/drive-through		✓ CU	-	-	-	-
Barbershops, beauty salons, specialty salons		✓	-	-	-	-
Bars		✓ CU	-	-	-	-
Catering shop		✓	-	-	-	-
Clubs, lodges, and fraternal organizations		✓ CU	-	-	-	-
Massage therapy establishment		✓	-	-	-	-
Microbreweries and craft distilleries		✓ CU	-	-	-	-
Office, business, professional, medical or veterinary		✓ CU	✓ CU	-	-	-

Restaurants, convenience and general, excluding drive-in/through	Sec. 2.06.13	✓	✓	-	-	-
Retail sales and service		✓	-	-	-	-
Rooftop dining	Sec. 2.06.19	✗ CU	-	-	-	-
Studios, art, dance, music, or exercise		✓	-	-	-	-
Theater, excluding drive-in theaters		✗ CU	-	-	-	-
Recreational Uses						
Public parks		✓	✓	✓	✓	✓
Utility and Service Uses						
Public facilities and services		✗ CU	✗ CU	✓	✓	✓
Public utility		✗ CU	✗ CU	✓	✓	✓
Telecommunication Uses						
Camouflage telecommunications facilities which do not exceed 45 feet in height or which are constructed as part of an existing architectural feature or structure provided its total height does not exceed 120 percent of the height of the architectural feature or structure	Sec. 2.06.11	✗ CU	✗ CU	-	-	-
Agricultural Uses						
Community gardens	Sec. 2.06.08	✓	✓	✓	✓	✓
Urban farms	Sec. 2.06.08	✗ CU	✗ CU	-	-	-
Storage, Transportation and Logistics Uses						
Government provided public parking garages and lots		✗ CU	-	-	✓	✓
Private parking garages and lots		✗ CU	-	-	-	-

Key:

✓ : Use permitted by right; subject to all other applicable requirements of the Code.

CU : Use permitted as a conditional use by approval of a major conditional use approval through public hearing process.

- : Prohibited

Sec. 3.02.04. Development standards.

- A. All new development, substantial improvement, and substantial renovation shall comply with the development standards in Figure ESN-09 Development Standards in the East Stuart Neighborhood. Development standards which require a conditional use (CU) approval are marked with "CU."

FIGURE ESN-09 DEVELOPMENT STANDARDS IN THE EAST STUART NEIGHBORHOOD

	BMU	GRO	SFD	Public	Recreation
Lot Parcel Size					
Lot Parcel area in sf min./max. ¹	None-6,000	None-6,000	None-6,000	None-6,000	None-6,000
Lot Parcel width in feet min./max. ¹	None	None	None	None	None
Building Placement					
Front Build-to-Zone	5'-15'	10'-20'	10'-20'	10'-20'	10'-20'
Side setback at property line, min. in feet	5'	5'	5'	10'	10'
Side setback at street, min. in feet	10'	10'	10'	10'	10'
Rear setback, min. in feet	10'	10'	10'	10'	10'
Building Height					
Building height, max. in stories	3 ²	3 ²	2	3	3
Building height, max. in feet	40 ²	35 ²	35'	40'	40'
Ground story height, min. in feet	12'	Not Applicable	Not Applicable	12'	12'
Gross Density					
Residential density, max. in units/acre	17 / CU 30 20	17 / CU 30 20	17	Not Applicable	Not Applicable
Coverage					
Impervious surface, max. in %	75%	65%	65%	65%	65%
Frontage Types					
Porch	✓	✓	✓	✓	✓
Stoop	✓	✓	✓	✓	✓
Bracketed Balcony	✓	✓	X	✓	✓
Forecourt	✓	✓	X	✓	✓
Arcade	✓	X	X	✓	✓
Storefront	✓	X	X	✓	✓
Parking Placement, see Sec. 3.02.07, Access and Parking Standards					
Footnote:					
¹ For existing parcels with assigned ID numbers at the effective date of this Code. The newly platted lots have a minimum lot size of 4,365 sf. <u>All parcels in existence on September 4, 2024, that do not exceed the density of 20 units per acre shall be deemed conforming with the maximum parcel size requirement and shall be allowed to obtain a permit for construction if they meet all of the other requirements in the code.</u>					
² Four stories and up to 45' requires a PUD and Community Workshop and Outreach as described in Sec. 3.02.01 H.1.c					

- F. *Accessory structures.* Accessory structures shall comply with the development standards applicable in the zoning district except where modified herein.
- Accessory structures shall not be established on a ~~lot~~ **parcel** prior to the issuance of all permits required for the development of the principal structure to which it is accessory.

2. *Shielding from street.* Sheds, exposed pumps, electrical meters, heat pumps, generators, pool equipment, air conditioning compressors, clothes lines, antennas, satellite dishes, outdoor storage, and similar structures and uses shall not be located between the front of a building and a street. Listed items and similar structures shall be shielded from view from public rights-of-way. All rooftop utilities and facilities, such as air conditioning units, shall be screened so as to not be visible from public view, including from balconies and windows of adjacent buildings.
3. *Outbuildings.* Outbuildings may include detached garages and carports, greenhouses, slat houses, cabanas, detached garage, and accessory dwelling units (ADU). Outbuildings shall conform to the standards in Figure ESN-30.
4. *Accessory dwelling units (ADU).*
 - a. One ADU may be permitted on a ~~lot~~ parcel on which a detached single-family dwelling is located.
 - b. Either the primary dwelling unit or ADU shall be owner occupied. The ADU shall not be sold or titled thereto transferred separate and apart from the rest of the property.
 - c. An ADU shall not count as a separate unit for purposes of calculating density.
 - d. An ADU shall not exceed a footprint of 700 square feet or the footprint of the principal structure, whichever is less. If a unit exceeds the 700 square feet, it shall be used in density calculations.
 - e. An ADU must be on the same water and electrical meter as the primary residence.

FIGURE ESN-17 BRACKETED BALCONY

Description
A bracketed balcony is a second-story balcony, that creates a semi-public space overlooking the street above a main entry or unit. Bracketed balconies are typically associated with buildings with commercial uses in the ground story; however, bracketed balconies may be used with residential uses. On corner lots <u>parcels</u> , a balcony shall extend along two street facades, but it does not have to be continuous. Where balconies are required, the aggregate length of balconies shall be not less than 50% of the building facade at the floor level from which it projects on each floor level.

Description
A cottage is a detached building with a small front yard often located on a narrow lot <u>parcel</u> .
Notes
1. Cottages shall not exceed a footprint of 2,000 square feet.
2. For additional development standards, see Figure ESN-09, Development standards, in the East Stuart Neighborhood.

FIGURE ESN-24 DUPLEX

Description
A duplex is an attached building with one common wall that separates two dwelling units within a single lot-parcel <u>parcel</u> . Duplexes can be designed to blend in with detached single-family dwellings.
Notes
1. For additional development standards, see Figure ESN-09, Development standards, in the East Stuart Neighborhood.
2. A portion of the zoning district is restricted to detached dwelling units and does not permit duplexes or townhouses. The area is identified on the Figure ESN-06, Regulating plan, with a crosshatch.

FIGURE ESN-27 APARTMENT HOUSE

Description
An apartment house contains multiple residences above and/or beside each other in a building that occupies most of its lot parcel width and is placed close to the sidewalk.
Notes
1. For additional development standards, see Figure ESN-09, Development standards, in the East Stuart Neighborhood.

FIGURE ESN-30 OUTBUILDING

Description
An outbuilding is an accessory building, located toward the rear of the same lot parcel as a principal building. An outbuilding may be a detached garage, carport, greenhouse, cabana, detached garage, or a ADU.
1. There shall not be less than five feet separation between an outbuilding and a principal building.
2. Outbuildings shall be constructed of the same materials used in the principal building. Canvas outbuildings are not permitted.
3. Only two outbuildings per principle building are permitted.
4. Outbuildings shall not exceed a maximum building footprint of 700 square feet, each.
5. Outbuildings may be constructed as elevated buildings that include the location of open parking below an enclosed structure; however, open parking shall be shielded from public right-of-way by a privacy buffer as defined in Figure ESN-22, Building types matrix.
6. Outbuildings may be detached or connected to the principal building by a covered walkway element, trellis, or other structural link.
7. Residential recreational facilities such as swimming pools, tennis, basketball or volleyball courts, and other similar private outdoor recreational uses shall have setbacks consistent with outbuildings.
8. For additional development standards, see Figure ESN-09, Development standards, in the East Stuart Neighborhood.

Permitted Zoning District			Permitted Frontage Types	
SFD	GRO	BMU	Porch	✓
			Stoop	✓
			Bracketed Balcony	✓
Outbuilding Placement				
Front setback			rear half of lot - <u>parcel</u> or behind the rear facade of the principal building	
Side setback at property line, min. in feet			5'	
Side setback at street, min. in feet			10'	
Rear setback, min. in feet			5'	
Outbuilding Height				
Building height, max. in stories			2	
Building height, max. in feet			25'	
Ground story height, min. in feet			Not applicable	

FIGURE ESN-31 THOROUGHFARE, ACCESS AND PARKING STANDARDS

Sec. 6.01.00	Transportation Systems	Applies as written	Replaced by
Sec. 6.01.01	General provisions.	✓	-
Sec. 6.01.02	Streets.	✓	-
Sec. 6.01.03	Rights-of-way.	→	Sec. 3.02.06
Sec. 6.01.04	Sidewalks and bikeways.	→	Sec. 3.02.07 D
Sec. 6.01.05	Pedestrian access for large-scale commercial development (LCD).	→	Sec. 3.02.07 D
Sec. 6.01.06	Access.	→	Sec. 3.02.07
Sec. 6.01.07	Standards for drive-through facilities.	✗	Does not apply.
Sec. 6.01.08	Non-residential vehicular access.	→	Sec. 3.02.06
Sec. 6.01.09	Stuart Parking Code.	→	Sec. 3.02.07
Sec. 6.01.10	Rules for computing parking requirements.	✓	-
Sec. 6.01.11	Location of required parking spaces.	→	Sec. 3.02.07
Sec. 6.01.12	Shared parking and joint use of facilities.	✓	-
Sec. 6.01.13	Off-street parking schedule.	→	Figure ESN-42
Sec. 6.01.14	Design standards for off-street parking.	→	Sec. 3.02.07 D
Sec. 6.01.15	Parking structure standards.	→	Sec. 3.02.07 D
Sec. 6.01.16	Transit stops.	✓	-
Sec. 6.01.17	Parking study.	✓	-
Sec. 6.01.18	Off-street loading requirements.	✓	-
Sec. 6.01.19	Payment in lieu of parking program.	✓	-
Sec. 6.01.20	Bicycle parking.	✓	-

FIGURE ESN-42 MINIMUM PROVIDED PARKING SCHEDULE

Uses	Required Minimum Parking
Residential Uses	
All residential uses, including ADUs	1 per unit
Transient Residential and Overnight Accommodations	
All Transient Residential and Overnight Accommodations	1 per room
Institutional Uses	
Adult day care centers	1 per 300 sf
Child care centers	1 per 6 kids adequate stacking for pick-up/drop-off activities consistent with the student population

Community centers	1 per 300 sf
Funeral homes without crematoriums	1 per 4 seats
Governmental buildings	1 per 300 sf
Libraries	1 per 300 sf
Museums	1 per 500 sf
Assisted Living Facility	1 per 4 beds + 1 per 1000 sf
Religious institutions	1 per 4 seats
Elementary or junior high Schools—Private, parochial	1 per classroom, plus 1 per 500 sf for employees & visitors with adequate stacking for pick-up/drop-off activities consistent with the student population
High schools—Private, parochial, or technical	1 space per 3 students, plus 1 per 500 sf for employees & visitors
Technical Schools—Private, parochial	1 per 10 student stations, plus 1 per 500-sf for employees & visitors
Commercial Uses	
All Commercial uses	1 per 300 sf
Recreational Uses	
All Recreational uses	Not Applicable
Utility and Service Uses	
All Utility and Service uses	Not Applicable
Telecommunication Uses	
Stealth telecommunications facilities	1 per tower
Agricultural Uses	
Community gardens	Not Applicable
Urban farms	1 per 4 employees
Storage, Transportation and Logistics Uses	
All Storage, Transportation and Logistics Uses	Not Applicable

1. *On-street parking.* On-street parking, constructed to city code, within a public right-of-way along the ~~lot~~ **parcel** frontage can be counted towards on-site parking requirements. An approved revocable permit from the city commission is required for on-street parking constructed by the new development.
2. 3. *Payment in lieu of parking (PILOP).* Up to three required parking spaces may be accommodated via payments to the PILOP program as described in section 6.01.19.
3. 4. *Parking alternatives.* The following may be substituted for required on-site parking spaces. Alternative parking spaces shall count toward no more than 25 percent of the overall on-site parking requirement.
 4. a. Two motorcycle or scooter spaces shall count as one parking space
 5. b. Two golf cart spaces shall count as one parking space
6. 5. *Historic preservation credit.* Historic buildings as designated by the Stuart Historic Preservation Board and recorded and preserved in compliance with section 5.09.00 A, Historic preservation program, are exempt from new parking requirements due to a change of use when existing on-site parking remains. If existing on-site parking is removed, up to 50 percent of the required parking for any use may be accommodated via payments to the PILOP as described in section 6.01.19.

~~7. 6. EV charging station (EVCS). All new commercial development of greater than 5,000 square feet of gross floor area and all new residential development greater than 50 dwelling units are required to provide EVCI to accommodate the future installation of EVCS(s). See section 2.06.22.~~

8. FIGURE ESN-43 PARKING PLACEMENT

	Distance from Lot Parcel Line	Landscaping Requirement in Parking Lots
Front	10' or 5' behind building facade	Landscape buffer
Side street	10' or 5' behind building facade	Landscape buffer
Side interior	5'	Privacy buffer
Side with alley	0'	Not applicable
Rear without alley	5'	Privacy buffer
Rear with alley	0'	Not applicable
Curb Cut Notes		
1. For properties with access to an improved alley, no street curb cuts are permitted.		
2. Where buildings do not have alleys in the rear of the property, curb cuts shall be no closer than 75 feet along the lot parcel frontage. Distance between curb cuts shall be measured from the centerlines of each curb cut.		
3. Curb cut(s) shall be permitted for a single-family residence utilized as a single family dwelling or duplex dwelling regardless of the existence of an alley.		
4. Excluding parcels in public zoning district, the total driveway width at the property line shall not exceed 20 feet.		

FIGURE ESN-49 REQUIRED LANDSCAPE AREA AND TREE PLANTING

Zoning	Minimum Percentage	Number of Trees per Site
BMU	Not applicable	1 within build-to-zone
GRO	20% of site	1 within build-to-zone
SFD	20% of site	1 within build-to-zone
Public	Not applicable	1 per 30 linear feet at lot parcel frontage
Recreation	Not applicable	1 per 30 linear feet at lot parcel frontage

FIGURE ESN-52 FENCE AND WALL MATERIALS

Fence Materials			
Aluminum or Steel	Stone or pre-cast concrete	Wrought iron	Painted stucco
Brick	Wood	Vinyl	Split-face masonry block

D. Height.

1. Fences located in the front yard shall have a maximum height of four feet along the front and side property lines to the front facade of the principal building. Along the side property lines behind the front facade and along the rear property line a fence may be no more than 6 feet in height. See Figure ESN-53, Wall and fence locations, for an illustration of front, rear, and side yards.

2. The height of fences and walls shall be measured from existing natural elevation of a ~~lot~~ parcel, prior to any construction or alteration.

3.03.00. S.E. OCEAN BOULEVARD OVERLAY ZONE

Sec. 3.03.02. Development standards.

A. Professional office section.

1. Building placement.

- a. The front building facade shall be constructed adjacent to the street along the S.E. Ocean Boulevard property line with a setback of not less than ten feet and not more than 15 feet. This requirement shall not apply to a property that abuts a residential use or a residential zoning district. In cases of conflict with the Americans with Disabilities Act, a greater conflict may be permitted.
- b. The side setbacks may be a minimum of five feet on both sides.
- c. If the property is abutting a right-of-way or a non-residential use or district, the rear setback may be zero feet. Otherwise, the rear setback shall be 20 feet.
- d. The width of the principal building shall be not less than 50 percent of the ~~lot~~ parcel width.

2. Parking.

- a. All parking areas shall be located either behind the rear building facade or at the side property lines. This requirement shall not apply to a property that abuts a residential use or a residential zoning district. The parking areas shall be screened by a landscape buffer as described in section 6.04.00, Landscaping, of this Code.
- b. A continuous concrete sidewalk shall be installed at locations where driveways intersect sidewalks.
- c. A pedestrian connection consisting of decorative paving materials shall be installed to connect the S.E. Ocean Boulevard entrance of the principal building with the sidewalk along S.E. Ocean Boulevard.
- d. For corner ~~lots~~ parcels with access from side streets other than S.E. Ocean Boulevard, no new curb cuts shall be permitted along S.E. Ocean Boulevard. All parking egress shall be required from the side street.

3. Architectural requirements.

- a. Architectural features consisting of arcades, balconies or porches are required along the S.E. Ocean Boulevard street facade.
- b. Roofs and gutters shall comply with section 3.01.04 B., Architectural standards and regulations of the Urban Code.
- c. Building walls shall comply with section 3.01.04 A., Architectural standards and regulations of the Urban Code. Simulated materials may be permitted provided the manufacturer's specifications indicate a ten-year successful application in a similar climate.
- d. All exterior building wall colors shall comply with section 3.01.04 G., Architectural standards and regulations of the Urban Code.
- e. All utility devices and trash receptacles must be visually screened from public right-of-way.

4. Landscaping.

- a. The strip of land between the front building facade and the front property line shall be landscaped with a combination of trees, hedges, shrubs, vines, grass and ground cover as described in section 6.04.07, Landscaping, of this Code.
- b. Tree materials planted along all street facades shall consist of the following tree types as identified in section 6.04.02, Landscaping: 50 percent flowering trees and 50 percent palms.

5. Signage.

- a. Only signs as provided in chapter VI of this Code shall be permitted.
- 6. ~~Lot~~ Parcel coverage.
 - a. Not more than 50 percent of a building site may be covered by impervious surface coverage.
- B. *Commercial and multi-family section.*
 - 1. *Building placement.*
 - a. The front building facade shall be constructed adjacent to the street along the S.E. Ocean Boulevard property line with a setback of not less than ten feet. In cases of conflict with the Americans with Disabilities Act, a greater conflict may be permitted.
 - b. The side setbacks may be a minimum of five feet on both sides.
 - c. If the property is abutting a right-of-way or a non-residential use or district, the rear setback may be zero feet. Otherwise, the rear setback shall be 20 feet.
 - d. The width of the principal building shall be not less than 50 percent of the ~~lot~~parcel width.
 - 2. *Parking.*
 - a. The lesser of 25 percent of parking area or one row of parking area may be located between the front building facade and the front property line. All other parking shall be located behind the rear building facade or at the side property lines. This requirement shall not apply to a property that abuts a residential use or a residential zoning district. The parking areas shall be screened by a landscape buffer as described in section 6.04.06, Landscaping, of this Code.
 - b. A continuous concrete sidewalk shall be installed at locations where driveways intersect sidewalks.
 - c. A pedestrian connection consisting of decorative paving materials shall be installed to connect the S.E. Ocean Boulevard entrance of the principal building with the sidewalk along S.E. Ocean Boulevard.
 - d. For corner ~~lots~~ parcels with access from side streets other than S.E. Ocean Boulevard, no new curb cuts shall be permitted along S.E. Ocean Boulevard. All parking egress shall be required from the side street.
 - 3. *Architectural requirements.*
 - a. Roofs and gutters shall comply with section 3.01.04 B., Architectural standards and regulations of the Urban Code.
 - b. Building walls shall comply with section 3.01.04 A., Architectural standards and regulations of the Urban Code. Simulated materials may be permitted provided the manufacturer's specifications indicate a ten-year successful application in a similar climate.
 - c. All exterior building wall colors shall comply with section 3.01.04 G., Architectural standards and regulations of the Urban Code.
 - d. All utility devices and trash receptacles must be visually screened from public right-of-way.
 - 4. *Landscaping.*
 - a. As described in section 6.04.07, Landscaping, of this Code, tree materials planted along all street facades shall consist of the following:
 - i. For buildings with front setbacks of ten to 15 feet: 50 percent flowering trees and 50 percent palms.
 - ii. For buildings with front setbacks of 15 feet or greater: 25 percent flowering trees, 25 percent palms and 50 percent shade trees.
 - 5. *Signage.*
 - a. Only signs as provided in chapter VIII of this Code shall be permitted.
 - 6. ~~Lot~~ Parcel coverage.
 - a. Not more than 65 percent of a building site may be covered by impervious surface coverage.

Sec. 3.03.04. S.E. Ocean Boulevard Overlay Zone conditional use.

The city commission may grant a S.E. Ocean Boulevard Overlay Zone code conditional use. The review of a S.E. Ocean Boulevard Overlay Zone code conditional use application shall follow the procedures set forth in section 11.01.~~1011~~ relating to Major Conditional Use Approval review, including, but not limited to, required findings of fact, conditions, notice, public hearing, standards, burden of proof, revocation and expiration. Approval of a S.E. Ocean Boulevard Overlay Zone code conditional use shall only be granted if the applicant can demonstrate that the request is consistent with and will further the implementation of this Code and the city comprehensive plan, and will measurably improve the form, function and traditional neighborhood characteristics of the east ocean overlay district.

J. *Conditional use.* The review of conditional use shall follow the procedures set forth in section 11.01.~~1011~~ for a major conditional use and minor conditional use review. A conditional use shall be granted if the applicant can demonstrate that the request:

- Is consistent with this Code and the city's comprehensive plan;
- Will further the implementation of the CRA redevelopment plan;
- Will measurably improve the form and function of traditional neighborhood characteristics; and
- Has satisfied site qualitative design development standards set forth in section 6.00.04.

A minor conditional use or major conditional use shall be distinguished by the following:

1. *Minor conditional use.* A minor conditional use process shall be required for: public art and public murals. A minor conditional use shall be granted by the community redevelopment board (CRB).
2. *Major conditional use.* A major conditional use process shall be required where a conditional use is requested for: permitted uses, density, structured parking, and location of a formula business.
 - a. *Review.* Unless a longer timetable is granted by city commission, a building permit shall be obtained no later than 12 months from the approval date of a major conditional use. A certificate of occupancy shall be obtained no later than 30 months from the issuance of a building permit.
 - b. *Design objectives.* The city commission may impose development conditions and operational requirements in order to satisfy the design objectives. Design objectives may include:
 - i. *Additional building setbacks.*
 - ii. *Pedestrian amenities.* Pedestrian amenities in the form of benches, courtyards, shared use-paths, pedestrian lighting, or other acceptable forms of amenities located adjacent to a public sidewalk and/or right-of-way.
 - iii. *Green development.* On-site renewable energy generation, indoor and outdoor water use reduction or green development as outlined in section 6.06.00.
 - iv. *Enhanced landscaping.* Planting over and above code requirements with respect to size, quantity, and quality.
 - v. *Improvements to the surrounding neighborhood.* The applicant proposes to make improvements such as: replacing existing sidewalks with integral color concrete or pavers in the surrounding neighborhood.
 - vi. *Require existing overhead utilities to be placed underground.*
 - vii. *Neighborhood open space.* Neighborhood open space as provided by as described in section 3.04.04 F.2.
 - viii. *Historic preservation.* Preservation, relocation or a monetary contribution is made to the relocation of historic buildings fund for historic structures as defined within section 5.09.00.

Sec. 3.04.03. Permitted uses.

- B. *Standards for specific uses.* Certain uses have unique characteristics that require the imposition of development standards in addition to those minimum standards which may pertain to the general group of uses encompassing the use. These standards shall be met in addition to all other standards of this Code, unless specifically exempted.

1. *Home occupations.* Home occupations shall comply with the following standards:

- a. The use of the dwelling unit for the home occupation shall be clearly incidental and secondary to the residential use and shall under no circumstances change the residential character of the dwelling, outbuilding or accessory structures except with a conditional use permit.

Sec. 3.04.04. Development standards.

- A. All new development, substantial improvement, and substantial renovation shall comply with the development standards in Figure CD-09, Development standards in the Creek District. Development Standards which require a conditional use (CU) approval are marked with "CU."

FIGURE CD-09 DEVELOPMENT STANDARDS IN THE CREEK DISTRICT

	Creek North	Creek South	Creek Indust.	Recreation
Lot Parcel Size				
Lot Parcel area in sf min./max. ¹	None 6,000	None 6,000	None 6,000	None 6,000
Lot Parcel width in feet min./max. ¹	None	None	None	None
Building Placement				
Front Build-to-Zone	0'-10'	0'-20'	10'-30'	10'-20'
Build-to-Zone Setback at US-1/Federal Highway	Not Applicable	20'-40'	Not Applicable	Not Applicable
Side setback at property line, min.	0' or 5'+	0' or 5'+	5'	10'
Side setback at street, min.	5'	10'	10'	10'
Rear setback with alley, min.	0'	0'	5'	5'
Rear setback without alley, min.	10'	10'	10'	10'
Percentage of Frontage Buildout, min.	60%	60%	Not Applicable	Not Applicable
Placement for Accessory Structures and Outbuildings	5' rear/side	5' rear/side	5' rear/side	5' rear/side
Additional Building Placement Standards				
Shoreline Protection at Frazier Creek	10'	10'	10'	Not Applicable
Min. sidewalk on S Colorado Ave	10'	10'	Not Applicable	10'
Min. sidewalk at all other rights-of-way	8'	10'	6'	8'
Building Height				
Building height, max. in stories	3 ²	4	4	3
Building height, max.	40' ²	45'	45'	40'
Building height for Outbuildings	2-stories / 30'	2-stories / 30'	2-stories / 30'	2-stories / 30'
Ground story height, min.	12'	12'	12'	12'
Gross Density				

Residential density, max. in units/acre	15 / 30 20 CU	15 / 30 20 CU	15	Not Applicable
Coverage				
Impervious surface, max. %	Not Applicable	Not Applicable	65%	65%
Frontage Types				
Porch	✓	✓	✓	✓
Stoop	✓	✓	✓	✓
Bracketed Balcony	✓	✓	✓	✓
Forecourt	✓	✓	✓	✓
Arcade	✓	✓	X	✓
Storefront	✓	✓	✓	✓
Garage Storefront	X	X	✓	✓
Parking Placement, see Sec. 3.02.07, Access and Parking Standards				
Footnote:				
¹ All parcels assigned a parcel ID number with development or an improvement development order by the City of Stuart with density in excess of 20 units per acre. The newly created must comply with the density requirements set forth herein.				
² Four stories and up to 45' requires a PUD and Community Workshop and Outreach as described in Sec. 3.02.01 H.1.c				

B. Building placement.

1. *Build-to-zone (BTZ).* Setbacks are measured from the property line and are defined in chapter XII.
2. *Setbacks.* Setbacks are measured from the property line and are defined in chapter XII. [See also] section 2.04.04, Supplemental building setback requirements.
3. *Primary facade.* Main entries shall be prominent, well lit, and orientated to the street.
 - a. The primary facade shall be parallel to the right-of-way, located in accordance with the build-to-zone of the zoning district.
 - b. Main entries shall be articulated with pediments, pilasters, columns, porticoes, porches, overhangs, railings, or other architecturally compatible elements.
 - c. The primary facade shall face "A" street or existing roadway.
 - d. The location of the primary facade is not changed by the projection of architectural elements such as cornices, bay windows, awnings, balconies, or stoops.
 - e. On corner ~~lots~~ **parcels**, the primary facade shall extend to the corner, respective of all required setbacks and visibility triangles, or a neighborhood open space shall be provided.

F. Accessory structures. Accessory structures shall comply with the development standards applicable in the zoning district except where modified herein.

1. Accessory structures shall not be established on a ~~lot~~ **parcel of record** prior to the issuance of all permits required for the development of the principal structure to which it is **an** accessory.
2. *Shielding from street.* Sheds, exposed pumps, electrical meters, heat pumps, generators, pool equipment, air conditioning compressors, clothes lines, antennas, satellite dishes, outdoor storage, and similar structures and uses shall not be located between the front of a building and a street. Listed items and similar structures shall be shielded from view from public rights-of-

way. All rooftop utilities and facilities, such as air conditioning units, shall be screened so as to not be visible from public view, including from balconies and windows of adjacent buildings.

3. *Outbuildings.* Outbuildings shall conform to the following requirements:
 - a. Outbuildings may include detached garages and carports, greenhouses, slat houses, cabanas, detached garage, and accessory dwelling units (ADU).
 - b. Outbuildings shall be located behind the rear facade of the principal building or in the rear one-half of the property subject to minimum five-foot side and rear yard setbacks from the property line. On corner ~~lots~~ parcels, the side corner setback shall be ten feet. There shall not be less than five feet separation between an outbuilding and a principal building.
 - c. Outbuildings shall be constructed of the same materials used in the principal building. Canvas outbuildings are not permitted.
 - d. Outbuildings shall not exceed a maximum building footprint of 1,000 square feet, each.
 - e. Outbuildings may not exceed the height of the principal building.
 - f. Outbuildings may be constructed as elevated buildings that include the location of open parking below an enclosed structure; however, open parking shall be shielded from public right-of-way by privacy buffer as defined in Figure CD-41.
 - g. Outbuildings may be detached or connected to the principal building by a covered walkway element, trellis, or other structural link.
4. *Accessory dwelling units (ADU).*
 - a. One ADU may be permitted on a ~~lot~~ parcel on which a detached single-family dwelling is located.
 - b. Either the primary dwelling unit or ADU shall be owner occupied. The ADU shall not be sold or titled thereto transferred separately and apart from the rest of the property.
 - c. An ADU shall not count as a separate unit for purposes of calculating density.
 - d. An ADU shall not exceed a footprint of 700 square feet or the footprint of the principal structure, whichever is less. If a unit exceeds the 700 square feet, it shall be used in density calculations.
 - e. An ADU must be on the same water and electric meter as the primary residence.
- G. *Frontage types.* Each new building, or substantial improvement, constructed must meet the standards for one of the frontage types permitted in the zoning district where it is located. See section 3.04.05.
- H. *Historic preservation.* Structures identified as historically and architecturally contributing shall be candidates for historic preservation as set forth in section 5.09.00. The requirements of this Code may be adjusted by variance for the purposes of preserving a historic building.
- I. *Public art.* All zoning districts shall comply with standards in section 3.01.07, Public art. Wall murals shall be permitted on any structures. When visible from a right-of-way, public via, or public land, murals shall require approval by minor conditional use.
- J. *Conflicts with utilities.* The applicant may be required to install existing overhead utilities to underground when located on property subject to new construction or substantial renovation.

FIGURE CD-17 BRACKETED BALCONY

Description
A bracketed balcony is a second-story balcony, that creates a semi-public space overlooking the street above a main entry or unit. Bracketed balconies are typically associated with buildings with commercial uses in the ground story; however, bracketed balconies may be used with residential uses. On corner lots <u>parcels</u> , a balcony shall extend along two street facades, but it does not have to be continuous. Where balconies are required, the aggregate length of balconies shall be not less than 50% of the building facade at the floor level from which it projects on each floor level.

Sec. 3.04.06. Thoroughfare standards.

- A. *Applicability.* Section 6.01.00 shall apply except where modified in Figure CD-23, Thoroughfare, access and parking standards.

FIGURE CD-23 THOROUGHFARE, ACCESS AND PARKING STANDARDS

Sec. 6.01.00	Transportation Systems	Applies as written	Replaced by
Sec. 6.01.01	General provisions.	✓	-
Sec. 6.01.02	Streets.	✓	-
Sec. 6.01.03	Rights-of-way.	→	Sec. 3.02.06
Sec. 6.01.04	Sidewalks and bikeways.	→	Sec. 3.02.07 D
Sec. 6.01.05	Pedestrian access for large-scale commercial development (LCD).	→	Sec. 3.02.07 D
Sec. 6.01.06	Access.	→	Sec. 3.02.07
Sec. 6.01.07	Standards for drive-through facilities.	→	Applicable for banks only
Sec. 6.01.08	Non-residential vehicular access.	→	Sec. 3.02.06
Sec. 6.01.09	Stuart Parking Code.	→	Sec. 3.02.07
Sec. 6.01.10	Rules for computing parking requirements.	✓	-
Sec. 6.01.11	Location of required parking spaces.	→	Sec. 3.02.07
Sec. 6.01.12	Shared parking and joint use of facilities.	✓	-
Sec. 6.01.13	Off-street parking schedule.	→	Figure ESN-42
Sec. 6.01.14	Design standards for off-street parking.	→	Sec. 3.02.07 D
Sec. 6.01.15	Parking structure standards.	→	Sec. 3.02.07 D
Sec. 6.01.16	Transit stops.	✓	-
Sec. 6.01.17	Parking study.	✓	-
Sec. 6.01.18	Off-street loading requirements.	✓	-
Sec. 6.01.19	Payment in lieu of parking program.	✓	-
Sec. 6.01.20	Bicycle parking.	✓	-

D. *Vehicle access and parking.*

1. The required minimum on-site parking is listed in Figure CD-34, minimum on-site parking schedule.

FIGURE CD-34 MINIMUM ON-SITE PARKING SCHEDULE

Uses	Required Minimum Parking
Residential Uses	
All residential uses, including ADUs	1 per unit
Transient Residential and Overnight Accommodations	
All Transient Residential and Overnight Accommodations	0.75 per room
Institutional Uses	
Adult day care centers	1 per 300 sf
Child care centers	1 per 6 kids and adequate stacking for pick-up/drop-off activities consistent with the student population
Community centers	1 per 300 sf
Funeral homes without crematoriums	1 per 4 seats
Governmental buildings	1 per 300 sf
Libraries	1 per 300 sf
Museums	1 per 500 sf
Nursing homes	1 per 4 beds + 1 per 1000 sf
Religious institutions	1 per 4 seats
Commercial Uses	
All Commercial uses	1 per 300 sf
Recreational Uses	
All Recreational uses	Not Applicable
Utility and Service Uses	
All Utility and Service uses	Not Applicable
Telecommunication Uses	
Stealth telecommunications facilities	1 per tower
Agricultural Uses	
Community gardens	Not Applicable
Urban farms	1 per 4 employees
Storage, Transportation and Logistics Uses	
All Storage, Transportation and Logistics Uses	Not Applicable

2. *On-street parking.* On-street parking, constructed to city Code, within a public right-of-way along the ~~lot~~ **parcel** frontage can be counted towards on-site parking requirements. An approved revocable permit from the city commission is required for on-street parking constructed by new development.
3. *Payment in lieu of parking (PILOP).* Up to three required on-site parking spaces may be accommodated via payments to the PILOP program as described in section 6.01.19.
4. *Parking alternatives.* The following may be substituted for required on-site parking spaces. Alternative parking spaces shall count toward no more than 25 percent of the overall on-site parking requirement.
 - a. Two motorcycle and/or scooter spaces shall count as one parking space
 - b. Two golf cart spaces shall count as one parking space

- c. One transit vehicle pull-off shall count as four parking spaces, eligible only by approval development director and coordination with City of Stuart Tram or Martin County Public Transit, MARTY.
- 5. *Historic preservation credit.* Historic buildings as designated by the Stuart Historic Preservation Board and recorded and preserved in compliance with section 5.09.00 A, Historic preservation program, are exempt from new parking requirements due to a change of use when existing on-site parking remains. If existing on-site parking is removed, up to 50 percent of the required parking for any new may be accommodated via payments to the PILOP as described in section 6.01.19.
- ~~6. *EV charging station (EVCS).* All new commercial development of greater than 5,000 square feet of gross floor area and all new residential development greater than 50 dwelling units are required to provide EVCI to accommodate the future installation of EVCS(s). See section 2.06.22.~~
- ~~7. 6. *Parking placement.* See Figure CD-35, Parking placement dimensions.~~
 - a. All parking areas shall be located as shown in Figure CD-36, Parking placement diagram, behind the rear facade of the principal building and screened from rights-of-way by a privacy buffer or landscape buffer described in Figure CD-41, Minimum buffer types, or other screening approved by the development director.
 - b. Up to two required parking spaces may be provided as "stacked" spaces, where one parking space is located behind the other.
 - c. Boats, campers, and recreational trailers may only be parked in the rear yard.

FIGURE CD-35 PARKING PLACEMENT

	Distance from Lot Parcel Line	Buffer Requirements, see in Sec. 3.04.09, Figure CD-41
Front	10' or 5' behind building facade	Landscape buffer
Side street	10' or 5' behind building facade	Landscape buffer
Side interior	5'	Privacy buffer
Side with alley	0'	Not applicable
Rear without alley	5'	Privacy buffer
Rear with alley	0'	Not applicable
Curb Cut Notes		
1. For properties with access to an improved alley, no street curb cuts are permitted.		
2. Where buildings do not have alleys in the rear of the property, curb cuts shall be no closer than 75 feet along the lot parcel frontage. Distance between curb cuts shall be measured from the centerlines of each curb cut.		
3. The total driveway width at the property line shall not exceed 20 feet.		

Chapter V RESOURCE PROTECTION RELATED DEVELOPMENT STANDARDS

5.00.00. IN GENERAL

Sec. 5.01.01. Initial determination required.

C. *Site engineering changes.*

- 1. Can grading be minimized by incorporating natural topography?

2. Can more trees and vegetation be preserved?
3. Can ~~lot~~-parcel layout be reconfigured?
4. Can state waters, including wetlands, be concentrated into subdivision "common areas"?
5. Can the project's stormwater facilities be designed using Low Impact Development (LID) Techniques as described in the University of Florida IFAS Extension publication "LID Practices: Integrating Wetlands & Enhancing Stormwater Basins," copies of which shall be made available by the city development department?

Sec. 5.03.02. Wetland protection standards.

- A. *Introduction.* To preserve and protect wetlands, the city advocates a development pattern that avoids or minimizes damage to wetlands and directs development to lands that are not environmentally sensitive. The city encourages activities not dependent upon a wetland location be located at upland sites. To promote compact urban development and discourage urban sprawl, the city allows wetland impacts under certain conditions and only where all practical measures to avoid wetlands have been applied.
- B. *Impacts to wetlands prohibited.* Except as otherwise provided herein, any impact upon a wetland, whether directly or indirectly caused, is prohibited. An impact upon a wetland is damage to a wetland caused by any means.

An impact to a wetland is prohibited unless the mitigation requirements of this chapter and each of the following criteria are satisfied. Further, the proposed impact must be made in the context of a planned unit development (PUD) agreement.

5. Unless otherwise approved by the city commission, new onsite sewage disposal systems must be located not less than 75 feet from wetlands for ~~lots~~ parcels created after January 1, 1972, and not less than 50 feet from wetlands for ~~lots~~ parcels created prior to 1972.

Sec. 5.04.03. Monitoring and maintenance of preserve areas for sites of greater than one acre.

In order to ensure that the wetland and upland preserve areas remain a native vegetative area and a functional habitat for wildlife, these areas must be monitored and maintained in their native form. This requirement shall be met both during construction of approved projects as well as throughout the existence of the project and its associated preserve areas.

- A. *Preserve area protection plan during construction.* The application for site plan approval for a site of greater than one acre shall include a preserve area protection plan the provisions of which shall be implemented prior to construction to prevent encroachment and negative effects upon required preserve areas. The plan shall include the following:
 1. A barricade plan shall indicate the locations and types of barricades that will be employed to prevent encroachment of construction activities into the preserve areas.
 2. An erosion and turbidity control plan shall indicate the locations and types of erosion control that will be employed to prevent runoff of turbid water into the preserve areas.
 3. A schedule for the inspection and maintenance of barricades and erosion controls prior to and during the construction period shall be provided.
 4. A signage and information plan depicting locations and text for signs designating preserve areas shall indicate that the signs will be placed at an interval of one per ~~lot~~ parcel with perimeter bordering preserve or buffer areas or every 100 feet for perimeter areas that do not include ~~lots~~ parcels.

Sec. 5.07.05.A. Information for development in flood hazard areas.

The site plan or construction documents for any development subject to the requirements of this ordinance shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
- (2) Where base flood elevations, or floodway data are not included on the FIRM or in the flood insurance study, they shall be established in accordance with section 5.07.05.B.(2) or (3) of this ordinance.
- (3) Where the parcel on which the proposed development will take place will have more than 50 ~~lots~~ parcels or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with section 5.07.05.B.(1) of this ordinance.

Sec. 5.07.07.G. Conditions for issuance of variances.

Variances shall be issued only upon:

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this ordinance or the required elevation standards;
- (2) Determination by the Stuart Magistrate that:
 - (a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the ~~lot~~ parcel undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

Sec. 5.07.10.B.2. Subdivision plats.

Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
- (2) Where the subdivision has more than 50 ~~lots~~ parcels of record or is larger than five acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with section 5.07.05.B(1) of this ordinance; and

Chapter VI - ON-SITE AND OFF-SITE DEVELOPMENT STANDARDS

Sec. 6.00.03. Principles of development design.

The provisions of this chapter are intended to ensure functional and attractive development. Development design shall first take into account the protection of natural resources as prescribed in chapter V of this Code. All development shall be designed to avoid unnecessary impervious surface cover; to provide adequate access to ~~lots~~ parcels and sites; and to avoid adverse effects of shadow, glare, noise, odor, traffic, drainage, and utilities on surrounding properties.

Sec. 6.01.06. Access.

- A. *Accessibility to the handicapped and the elderly.* All proposed development shall be accessible to the handicapped and the elderly, and shall have handicapped parking spaces and barrier-free entrances in accordance with F.S. ch. 553, part II, as amended, and ch. 11, Florida Building Code.
- B. *Number of access points.* (Reserved.)
- C. *Separation of access points.* (Reserved.)
- D. *Frontage on service roads and common driveways.* (Reserved.)
- E. *Alternative designs.* (Reserved.)
- F. *Access to residential ~~lots~~-parcels.* (Reserved.)

Sec. 6.01.09. Stuart Parking Code.

- A. This parking code shall apply to all development for which a complete application for site plan review pursuant to section 11.02.07 of the Stuart land development regulations has not been filed with the city development department on or before ~~July 1, 1995~~ September 4, 2024, as follows:
 - 1. The construction of a new building or structure on unimproved real property;
 - 2. The construction of a new addition to an existing building or structure on improved real property; or
 - 3. Changes in use including changes in the intensity of an existing use.
- B. No certificate of occupancy shall be issued for any portion or phase of a development to which this parking code applies until all required parking and loading spaces and all required landscaping have been installed pursuant to the requirements of this Stuart Land Development Code. In the event of the construction of an addition to an existing building or in the event of a change in use, the entire building to which an addition has been constructed or in which a use has changed shall comply with this parking code in all respects.
- C. This Stuart Parking Code applies to a vacant building or structure which, as of ~~July 1, 1995~~ September 4, 2024, and at any time thereafter, has remained unoccupied continuously for the previous 365 days. This parking code does not apply to a development for which a building permit was issued prior to ~~July 1, 1995~~ September 4, 2024, unless such development becomes vacant for 365 days.
- D. This Stuart Parking Code applies to all parking spaces installed on public or private property after ~~July 1, 1995~~ September 4, 2024. Required parking and loading facilities shall be maintained as long as the use served thereby continues to exist.
- E. This parking code shall apply in all respects in the Urban District, East Stuart District, and S.E. Ocean Boulevard Overlay Zone as reflected in chapter III of this Code, provided however, the number of required parking spaces has been reduced as provided in the Urban Code and East Stuart District.

Sec. 6.01.10. Rules for computing parking requirements.

- A. In the event the computation of the number of required parking spaces results in a fractional space, the number of required spaces is the nearest whole number.
- B. The number of required parking and loading spaces for a use not specifically listed in section 6.01.13 below shall be determined by the city development director with reference to the listed use most similar in parking and loading needs to the unlisted use.
- C. For properties containing more than one use, the number of required parking spaces is the cumulative number of spaces for all uses, absent an approved shared parking as provided at section 6.01.12 below.

- D. Each 20 linear inches of benches or pews shall be considered one seat where the computation of required parking spaces relates to seating provided by benches or pews.
- E. Gross floor area shall be used for the computation of required parking spaces relating to floor area.
- F. The greatest number of employees, including owners and managers, present on a premise at any one time shall be used for the computation of required parking spaces relating to the number of employees.
- G. For a single-family dwelling, a driveway may be used to provide two tandem parking spaces provided sufficient driveway space is available exclusive of right-of-way or road easements.
- H. ~~Reserved. Excess surface parking is discouraged, and in no case shall the number of extra surface parking spaces exceed ten spaces or ten percent, whichever is greater.~~
- I. If electric charging stations are installed adjacent to parking spaces, those spaces may still be counted towards the required number of off-street parking spaces.

Sec. 6.01.12. Shared parking and joint use of facilities. Reserved.

- ~~A. The standards and peak parking analysis contained in the most current edition of "Parking Generation" by the most current edition of the Institute of Transportation Engineers (ITE), ("ITE Manual") is hereby adopted and shall be referenced in any calculation of shared parking.~~

~~(Ord. No. 2077-06, § 2, 7-10-06)~~

- ~~A. The city development director may permit the required parking spaces for one use to be shared as required parking spaces for another use upon a finding that:~~

- ~~1. The shared parking spaces are in close proximity and readily accessible to the uses served thereby; and~~
- ~~2. The uses served thereby have different peak parking demands and operating hours; and~~
- ~~3. There will be a reduction in vehicle movements by the users of the shared parking spaces; and~~
- ~~4. The design of the parking area in terms of traffic circulation, vehicular and pedestrian access, stormwater management, landscaping, open space preservation and public safety will be improved.~~

~~(Ord. No. 2077-06, § 2, 7-10-06)~~

- ~~B. It shall be the responsibility of an applicant for shared parking approval to provide a description of the uses, plan document or civil plan as appropriate, trip generation report, parking study and other information necessary to permit a finding by the city development director regarding a request for shared parking.~~

~~(Ord. No. 2077-06, § 2, 7-10-06)~~

- ~~C. Upon a finding by the city development director that shared parking is appropriate, the director may require that an agreement for shared parking be made between or among the appropriate parties in the form of a shared parking agreement with easement(s) in recordable form acceptable to the city attorney. Such document shall be filed with the city development department and shall be recorded in the public records of Martin County, Florida.~~

Sec. 6.01.13. Off-street parking schedule.

Off-street parking spaces shall be provided in accordance with the minimum standards contained in the following schedule.

Land Use Type	Number of Spaces RequiredResidential Uses:
Single-family dwelling unit	2 per unit; garages count towards required off-street parking
Duplex dwelling unit	2 per unit; garages count towards required off-street parking
Multi-family dwelling units (studios or 1 bedroom)	4.5 2 per unit; garages count towards required off-street parking
Multi-family dwelling units (2 or more bedrooms)	2 2.5 per unit; garages count towards required off-street parking

Sec. 6.03.01. Generally.

G. Infill development.

1. All single family and duplex residential infill ~~lot~~ parcel development shall submit the following at time of building permit submittal:
 - (a) A topographic survey which identifies existing improvements within and adjacent to the site.
 - (b) A ~~lot~~ parcel grading plan that is designed to maintain consistent regional elevations at grade and prevent excessive stormwater runoff. The stormwater ~~lot-parcel~~ grading plan may be reviewed by the city's consultant engineer at no cost to the applicant.
2. Residential infill development shall comply with the approved ~~lot-parcel~~ grading plan and with the following:
 - (a) ~~Lot Parcel~~ fill shall be limited to the minimum as determined by the stormwater management requirements.
 - (b) Foundation construction shall comprise of a stem-wall or extended footers or other method of foundation construction as approved during the building permit process.
 - (c) The owner/developer is responsible for showing that the development will not cause or increase off-site flooding to properties adjacent to or along the discharge path from the infill ~~lot-parcel~~.
 - (d) If the residential infill ~~lot~~ parcel has a waterfront then a buffered shoreline or other approved method for preventing excessive stormwater run-off into the waterbody shall be required.

Sec. 6.03.02. Drainage specifications.

- A. *Drainage requirements.* All subdivisions and developments must have comprehensive storm drainage facilities which convey stormwater runoff through easements to drainage canals/ditches, natural water courses, or public storm sewers subject to municipal or agency approval. The design data of the drainage system shall be submitted along with the construction plans in a report form prepared by the developer's engineer indicating the method of control of storm and groundwater, including the method of drainage, existing water elevations, recurring high groundwater and surface water elevations, proposed design water elevations, drainage structures, canals, ditches and any other pertinent information pertaining to the system. The system shall provide for drainage of ~~lots~~ parcels, streets, roads and other public areas including surface waters which drain into or through the property. The design for drainage of the subdivision or development must be adequate to provide for surface water drainage of adjacent contributory areas. Where additional facilities are required to accommodate contributory surface waters, right-of-way shall be provided for future needs; however, the developer may be permitted to excavate or open sufficient capacity to provide for existing drainage needs whenever the developed or undeveloped status of adjacent areas so warrants as determined by the city engineer. The runoff coefficients used in the design of the subdivision or development shall consider final development and shall be calculated based on sample areas of each type of ultimate use.

Sec. 6.04.02. General provisions.

A. *Plant material standards.*

1. At least ~~50~~ 60 percent of all required landscaping in the form of trees, shrubs, ground cover and grass shall collectively consist of native vegetation. No one species of tree shall exceed 25 percent of the minimum number of trees required. Neither existing trees nor trees in excess of the minimum number required shall be subject to this limitation. The native vegetation shall be selected from the following City of Stuart plant list. This list may be amended as necessary from time to time by resolution:
2. Not less than ~~50~~ 60 percent of all trees used to meet landscaping requirements shall be shade or canopy trees. Trees shall have a minimum height of 12 feet and a minimum spread of six feet at planting. Palm trees may be substituted for any number of the remaining trees provided that two palm trees shall be counted as one tree. Requirements of shade or canopy trees shall be mitigated when proposed locations will conflict with overhead power lines. Forms of mitigation may include: the replacement of each shade or canopy tree with three small accent trees, the planting of shade or canopy trees at an alternate site as determined by the Stuart Beautification Committee, the requirement of additional existing native trees, or other mitigation methods as determined by the city development director.

Sec. 6.04.07. Parking areas for multi-family and all non-residential developments.

A. *Parking area landscaping adjacent to streets.* On the site of a multi-family or a non-residential development which includes a parking area not entirely screened visually by an intervening building from abutting streets, landscaping shall be installed as follows:

1. A landscaped strip of land not less than ten feet in width shall be located between the parking area and the abutting street.
2. The landscaping provided within the landscaped strip shall include:
 - a. One tree for every 30 linear feet of required landscape strip planted singly or in clusters, not be more than 50 feet apart, located between the common ~~lot~~ parcel line and the parking area; and
 - b. A hedge, wall, berm or other durable landscape barrier placed along the outside perimeter of the strip adjacent to right-of-way; and
 - c. Other landscaping, such as shrubs or vines, planted five feet on-center along the street side of a wall; and
 - d. Grass, ground cover, or other landscape treatment.

B. *Adjacent to private property.* On the site of a multi-family or a non-residential development which includes a parking area not entirely screened visually by an intervening building from abutting private property, landscaping shall be installed as follows:

1. A landscaped strip of land not less than five feet in width shall be located between the parking area and the abutting private property.
2. The landscaping provided within the landscaped strip shall include:
 - a. One tree for every 30 linear feet of required landscape strip planted singly or in clusters, not be more than 50 feet apart, located between the common ~~lot~~ parcel line and the abutting private property; and
 8. Not less than ~~50~~ 60 percent of trees used in the parking area interior landscaping shall be shade trees.

6.00.00. GENERAL PROVISIONS

6.09.00. ACCESSORY STRUCTURES AND DETACHED ACCESSORY DWELLING UNITS

Sec. 6.09.01. Purpose.

It is the purpose of this chapter to regulate the installation, configuration, and use of accessory structures, and the conduct of accessory uses, in order to ensure that they are not harmful either aesthetically or physically to residents and surrounding areas. In cases of conflict with provisions in the Urban District Code, East Stuart District Code or S.E. Ocean Boulevard Overlay Zone, the provisions in those sections shall prevail.

Sec. 6.09.02. General standards and requirements.

Not more than three accessory structures (excluding satellite television antenna systems, swimming pools, fences, walls, hedges, enclosures, and awnings), including a detached accessory dwelling unit, may be located on a parcel, provided that the following requirements are met:

- A. *Principal structure required.* No accessory structure shall be constructed unless there exists a permitted principal structure on the parcel, located in full compliance with all standards and requirements of this Code.
- B. *Compliance with requirements for principal structure required.* All accessory structures, including a detached accessory dwelling unit, shall comply with standards pertaining to the principal use, unless exempted or superseded elsewhere in this Code.
- C. *Location.*
 - 1. *Setbacks.* Accessory structures shall not be located between the front facade of the principal building and the front property line and shall only be permitted in side and rear yards, subject to minimum five-foot side and rear setbacks from the property line. On corner lots the side setback shall be ten feet.
 - 2. *Separation.* There shall not be less than five feet separation between an accessory structure and the principal building.
 - 3. *Size.* In a residential district the height of an accessory structure shall not exceed the height of the principal structure and the footprint of an accessory structure shall not exceed 50 percent of the footprint of the principal structure. The interior ceiling of the first floor of an accessory structure shall not exceed ten feet above the finished floor elevation.
 - 4. *Design.* The architectural design and materials shall be consistent with the principal structure, neighborhood and use conventional residential windows and doors.
- D. *Drainage calculations.* Accessory structures and detached accessory dwelling units shall be included in all calculations of impervious surface and stormwater runoff.
- E. *Detached accessory dwelling unit.* In addition to the general standards and requirements set forth above for accessory structures, a single detached accessory dwelling unit may be located on the same lot as a single-family detached home provided that the following requirements are met:
 - 1. A detached accessory dwelling unit shall not exceed one story in height. The unit may be located on a second story if the first story is utilized as a garage or storage facility.
 - 2. A detached accessory dwelling unit shall be set back from the side and rear property lines not less than five feet. On corner lots the side setback shall be ten feet. An accessory dwelling unit to be located on the second story of a detached garage or storage facility shall meet the side and rear yard setbacks required of the principal structure.

-
3. A detached accessory unit shall be separated from the principal building and other accessory structures a distance not less than five feet.
 4. The accessory dwelling unit shall contain one full bath and kitchen facilities.
 5. An accessory dwelling unit and the primary dwelling unit shall be occupied by members of a single family as that term is defined in this Code. The accessory dwelling unit shall use the same street address as the primary dwelling unit.
 6. An ADU must be on the same water and electric meter as the primary residence. No additional meters will be permitted

Chapter VIII ADMINISTRATION AND ENFORCEMENT

8.03.00. EXISTING NONCONFORMING DEVELOPMENT AND ~~LOTS~~ PARCELS

- A. Existing land uses, structures or ~~lots~~ parcels which are inconsistent with the character, natural resources, and Stuart Comprehensive Plan shall be eliminated upon redevelopment. Historic and archaeological resources as identified in the housing element of the Stuart Comprehensive Plan are deemed to be consistent with the character of the City, its natural resources, and the Stuart Comprehensive Plan and are therefore considered to be conforming development. Any previously approved development application with an unexpired timetable or any previously completed improvement made on a parcel prior to September 4, 2024, shall be deemed conforming so long as it remains in compliance with any conditions of approval.
- B. An exception to the elimination of non-conforming uses, structures and ~~lots~~ parcels, may be granted by the City Commission, for good cause shown, if all three of the following conditions are met:
1. An existing non-conforming structure, or conforming structure with non-conforming use, is destroyed by accident or act of God; and
 2. The majority of landowners within a 300-foot radius support the rebuilding of the structure to its prior state; and
 3. The rebuilding or reuse does not pose a detriment to the public health, safety or welfare.

Sec. 8.03.01. Non-conforming uses and ~~lots~~ parcels.

As used in this section, a use shall be deemed "discontinued" if all activities related to such use have ceased for a continuous period of 365 days or more regardless of the intent of the property owner, lessee or other person in charge of the property on which the use was located. The determination that a use has ceased shall be made by the City Development Director who shall consider, among other things, the consumption of utility services at the property, payment of the local business tax, and advertising to the public of any activities on the property. The Intent of the owner, or occupant of the property regarding the cessation of the use by the user, as required by law for "abandonment" of a nonconforming use, is not relevant to the determination of whether or not a use has been discontinued.

- A. Nonconforming uses shall be permitted to continue, subject to the following:
1. The lawful use of a structure existing on ~~July 23, 1990~~ September 4, 2024, may be continued although such use within the structure does not conform to the provisions of the chapter; and such use may be extended throughout the building; provided no structural alterations, except those required by law or ordinance, or ordered by an authorized officer to assure the safety of the structure, are made therein. No such use shall be extended to occupy any land outside the existing structure.
 2. If a lawful use of a nonconforming use is discontinued for a continuous period of 365 days or more, every future use of the real property upon which such structure of use existed shall be in conformity with the provisions of this chapter. If a lawful use of a nonconforming use is discontinued for a continuous period of 180 days, safety inspections to determine compliance with applicable building and fire codes are required for any future lawful use.
 3. In those instances when structural additions or modifications are proposed to one- and two-family residential non-conforming structures, no variance shall be required to construct additions or modifications, which, by virtue of the proposed structural addition or modification, would otherwise be rendered illegal. This exemption from the variance requirement shall be

available only to those proposed structural additions or modifications which meet all current code requirements.

4. The lawful use of land existing on ~~July 23, 1990~~ September 4, 2024, although such use does not conform to the provisions of this chapter, may be continued; provided, however, that no such nonconforming use shall be enlarged or increased, nor shall any nonconforming use be extended to occupy a greater area of land than that occupied by such use at the time of the passage of this chapter. If such nonconforming use is discontinued for a continuous period of not less than 365 days, any future use of said land shall be in conformity with the provisions of this chapter. Provided, however, that where land is located and such use is not an accessory to the use of the main building located on the same ~~lot~~ parcel or grounds, such nonconforming use of land shall be discontinued and all material completely removed by its owner not later than three years from ~~July 23, 1990~~ September 4, 2024.
5. If no structural alterations are made, a nonconforming use may be changed to a use of the same or higher classification according to the provisions of this chapter. When a district shall hereafter be changed, any then existing nonconforming use in such changed district may be continued or changed to a use of a similar or higher classification, provided all other regulations governing the new use are complied with. Whenever a nonconforming use of a building has been discontinued or changed to a higher classification or to a conforming use, such use shall not thereafter be changed to a nonconforming use of a lower classification.
6. A nonconforming building destroyed to more than 50 percent of its assessed value shall not be reconstructed except in accordance with the provisions of this Code. Notwithstanding the foregoing, a multi-family building so destroyed containing four or more dwelling units that is nonconforming because of density may be reconstructed to contain the same number of dwelling units as originally constructed. A nonconforming building destroyed by a declared natural disaster to less than 50 percent of its assessed value may be reconstructed as originally constructed.

8.04.00. NONCONFORMING ~~LOTS~~ PARCELS CAUSED BY EMINENT DOMAIN PROCEEDINGS

Sec. 8.04.01. Procedure for obtaining a certificate of conformity.

The condemnor or condemnee in an eminent domain proceeding may apply to the City Development Director for a certificate of conformity relative to a remainder parcel which has or will be created as a result of the eminent domain proceedings. The application shall include the following:

- A. An application fee as established by resolution of the City Commission from time to time.
- B. The name and address of the owner of the remainder parcel.
- C. The name and address of the condemnor including the name and address of the condemnor's representative.
- D. Evidence of the institution of eminent domain proceedings.
- E. A diagram of the property subject to the eminent domain proceeding at a scale of not less than one inch = 30 feet, showing the location of all structures and improvements on the property and the extent of the condemnor's acquisition.
- F. The legal description of the remainder parcel which has or will become a nonconforming ~~lot~~ parcel.
- G. A proposed site plan for the redevelopment of the remainder parcel.

8.05.00. VARIANCES

Sec. 8.05.01. Generally.

- A. ~~Board of Adjustment Local Planning Agency.~~ ~~The Board of Adjustment's~~ The Local Planning Agency's bylaws and administration for the board can be found in Chapter 2, Article III of the City's Code of Ordinances.
- B. *Granted by* ~~Board of Adjustment Local Planning Agency.~~ The ~~Board of Adjustment Local Planning Agency~~ may grant a variance from the strict application of the following dimensional requirements of the City's Land Development Code and the City's Code of Ordinances: Subsection 2.04.00 regarding ~~lot parcel~~ area requirements and minimum yard setbacks; Section 6.09.00 regarding setbacks, building separation and heights for accessory structures; Section 6.03.02 regarding finished floor elevation; Section 6.09.05, regarding fences, walls, hedges and enclosures; and Section 6.09.04 regarding setback requirements for location of swimming pools.
- C. *Variances to be considered as part of the plan document review.* Any person desiring to undertake a development activity not in conformance with this Code may apply for a variance in conjunction with the application for plan document review. A development activity pursuant to the provisions set forth in subsection A. above that might otherwise be approved by the director must be approved by the ~~Board of Adjustment Local Planning Agency~~ if a variance is sought. The variance shall be granted or denied in conjunction with the application for plan document review. In granting a variance, the ~~Board of Adjustment Local Planning Agency~~ may prescribe appropriate conditions and safeguards.
- D. *Administrative variances by City Development Director.* The City Development Director may grant minor variances from this Code pursuant to this Section.

Sec. 8.05.02. Limitations on granting variances.

- A. *Initial determination.* The ~~Board of Adjustment Local Planning Agency~~ shall have the power to authorize in specific cases such variances from the provisions set forth herein, which will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of certain parts of this code will, in an individual case, result in unnecessary hardship, so that the spirit of the code shall be observed, public safety and welfare secured, and substantial justice done. Such variance may be granted in such case of unnecessary hardship upon the following findings by the ~~Board of Adjustment Local Planning Agency~~.
- B. *Required findings.* The need for the proposed variance is attributable to unique characteristics of the property either as to the land or as to any improvements thereon, or both, and the proposed variance, if granted, will not:
 - 1. Authorize any use of the property that is not allowed as a permitted use or a use allowed by conditional use in the district in which the property is located; and
 - 2. Allow a density or intensity of use that exceeds the maximum density or intensity that is permitted in the district in which the property is located; and
 - 3. Result in a verifiable reduction of the property values of any adjacent or nearby properties; and
 - 4. Cause a detrimental effect in the supply of light and air to adjacent properties; and
 - 5. Cause a detrimental effect with respect to drainage of the subject property as well as adjacent properties; and
 - 6. Cause an increase of traffic on adjacent or nearby roads to levels that are not usual for the types of uses in the neighborhood; and
 - 7. Cause any threat to public safety in any manner whatsoever; and

8. Cause any threat to the health or general welfare of the Inhabitants of the city.
- C. A variance shall not be granted that exceeds the minimum variance to the strict application of the provisions of this Code necessary to alleviate the unnecessary hardship.

Sec. 8.05.03. Notice of variance hearings.

- A. *Manner of notice.* A variance hearing scheduled before the ~~Board of Adjustment~~ Local Planning Agency shall be preceded by notice mailed by regular U.S. mail to the owners of all real property any portion of which is located within 300 lineal feet of the boundary of the subject property. The identity of the owners of such properties and their addresses shall be determined by reference to the latest tax rolls of Martin County, Florida, maintained for purposes of ad valorem taxation. Notice shall also be posted on the subject property.
- B. *Time of notice.* Notice shall be placed in the regular U.S. mail and posted on the subject property by the applicant not less than 15 days prior to the date of the public hearing to be held by the ~~Board of Adjustment~~ Local Planning Agency at which the matter will be considered.
- C. *Content of mailed notice.* The content of a mailed notice shall include the following information:
 1. The substance of the variance application generally describing the nature of the proposed use;
 2. The time, date and place of the meeting of the ~~board of adjustment~~ local planning agency at which the matter will be considered;
 3. The right of the public to be heard by the ~~Board of Adjustment~~ Local Planning Agency regarding the proposed variance;
 4. The times and places for public inspection of the application for the variance; and
 5. A map depicting the real property for which the variance is sought.
- D. *Content of posted notice.* Posted notice shall be in substantially the following form:

NOTICE

VARIANCE HEARING

ON _____, 20__

AT __:__ P.M.

STUART CITY HALL

121 S.W. FLAGLER AVE.

QUESTIONS?

CALL CITY DEVELOPMENT DEPARTMENT

(772) 288-5326

- E. *Affidavit of mailing and posting.* An affidavit of the applicant shall be filed with the City Development Department or submitted to the board at the hearing that the required notice has been provided.
- F. The rules for any hearing before the ~~Board of Adjustment~~ Local Planning Agency are set forth in Chapter 2, Article III of the City's Code of Ordinances and Chapter 11 of the City's Land Development Code.

Secs. 8.05.04—8.05.07. Reserved.

Sec. 8.05.08. Administrative variance.

- A. *Authority.* The City Development Director is hereby granted the power and authority to vary the Land Development Code of the City, only as provided herein. Generally, this procedure is to provide for an efficient and effective review and approval process for certain minor aspects of development in the City. Pursuant to the following, the City Development Director may review and approve, approve with conditions, or deny:
1. *Yard setbacks.* Any yard setback variance request which does not exceed 110 percent of the code requirement. (For example: where a rear yard setback is 15 feet, and the variance request doesn't exceed 1.5 feet of relief, or conversely stated, a reduction to a 13.5-foot setback.)
 2. *Fences, walls and hedges.* Any variance request for a fence, wall or hedge height or location, or other buffer screening matter
 3. *Green development.*
 - a. In the context of this section a building or development that meets the criteria set out in section 6.06.00, "Green development" of this Code qualifies for any or all of the following additional administrative variances:
 - (1) *Yard setback area.* A variance to position the principal building within a yard setback area to an extent no greater than ten percent of the square footage of the principal building footprint to a maximum of 500 square feet.
 - (2) *Stormwater.* Subject to the design approval of the city engineer, up to 100 percent of stormwater runoff may be stored in underground storage structures for irrigation, cooling, or other appropriate reuse.
 - (3) *Driveway width.* Subject to the design approval of the City Fire Chief, the minimum width for a two-way residential driveway may be reduced to 18 feet provided any parking is restricted to one side of the driveway only.
 - (4) *Architectural design.* Subject to the design approval of the City Development Director, a variance may be granted to depart from the strict architectural and building materials, design and location standards as contained in Sections 3.01.04, 3.03.00 and 6.05.00 in order to utilize architectural and design features that are consistent with green building principles and are required in order to facilitate compliance with green development criteria.
 4. *Other minor land development code variances.*
 - a. Any other minor land development code variance which is minor in nature affecting the type, location, size, or area, including, but not limited to, drainage structures, easements, slab or foundation footers, marine construction, flood elevation, curbing and curb-cuts, road medians, solid waste or recycle containers, principal or accessory structures or ~~lots~~ parcels, signage, landscape, lighting, parking, driveways, or utilities.
 - b. A minor land development code variance is one in which the requested change:
 - (1) Does not increase or enlarge the density, Intensity of use; or
 - (2) Does not increase or enlarge the building footprint by more than five percent; or
 - (3) Does not violate the scope and intent of a previous approval for the property by the city commission.
 5. *Time extensions.* A one-time extension of 180 days or less to an originally approved timetable of development may be granted upon good cause shown.

- B. *Further approval authority.* When authority to do so is conferred by the City Commission as a condition of zoning approval, plat approval, or development plan approval, the City Development Director may approve, approve with conditions or deny any plan document modification.
- C. *City Commission intent.* By adopting this section, the City Commission intends that the City Development Director shall use the provisions of this section of the Code as a guide. Because the nature of the variances permitted herein is minor, strict adherence to the hardship requirements for a code variance granted by the Board of Adjustment Local Planning Agency shall not pertain, and the City Development Director shall be free to use reasonableness, as well as an awareness of community needs and aesthetics, in addition to the criteria expressed herein in, as a basis for all decisions.
- D. *Nonexclusivity.* It is intended that this section shall be non-exclusive in nature.
 - 1. The City Development Director may defer any application for administrative variance which would otherwise qualify for consideration by the Board of Adjustment Local Planning Agency, or City Commission, as applicable, if such deferral is based upon a reasonable determination that the variance sought does not meet the criteria for an administrative variance. Any application so deferred shall be processed as a new application, and shall meet all land development code requirements for such application, including applicable fees, public notice, and all other submittal requirements.
- E. *Appeal of an administrative variance.* An applicant may appeal a denial of an administrative variance, as provided in this chapter.

Sec. 8.07.05. Appeals from decisions of the Board of Adjustment Local Planning Agency.

Appeal by certiorari to the circuit court. Any person who appeared before the Board of Adjustment Local Planning Agency who is aggrieved by any decision of the board, may present to a circuit court a petition for issuance of a writ of certiorari, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. A petition for a writ of certiorari shall be filed in the manner and within the time provided by the Florida Appellate Rules. The filing of a petition for rehearing, as provided below, shall toll the time for the filing of a petition for writ of certiorari herein.

8.00.00. RESERVED²

Chapter XII DEFINITIONS

A Parcel of Record/Parcel is a piece or portion of land that is identified and delineated for ownership or administrative purposes through the assignment of a "Parcel Identification Number" (PIN) by the Martin County Property Appraiser.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 5: The provisions of this Ordinance shall be codified.

SECTION 6: This Ordinance shall take effect immediately upon adoption.

First read on the 10th day of February, 2025.

Second reading on the 24th day of February, 2025.

Commissioner COLLINS offered the foregoing Ordinance and moved its adoption with the exception of Section 3.02.03 and ESN08, which is continued to a public hearing on March 20, 2025.

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

CAMPBELL RICH, MAYOR
CHRISTOPHER COLLINS, VICE MAYOR
EULA CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
	N		
Y			
Y			
Y			
Y			

ADOPTED with the exception of Section 3.02.03 and ESN08 on second reading this 24th day of February, 2025.

Second reading continued on the 20th day of March, 2025 and 16th day of April, 2025.

Commissioner COLLINS offered Section 3.02.03 and ESN08 of the foregoing Ordinance and moved its adoption. The motion was seconded by Commissioner GIOBBI and upon being put to a roll call vote, the vote was as follows:

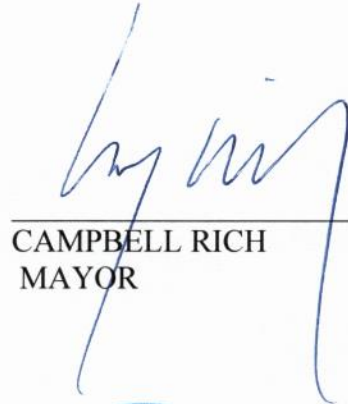
CAMPBELL RICH, MAYOR
 CHRISTOPHER COLLINS, VICE MAYOR
 EULA CLARKE, COMMISSIONER
 LAURA GIOBBI, COMMISSIONER
 SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
	N		
Y			
	N		
Y			
Y			

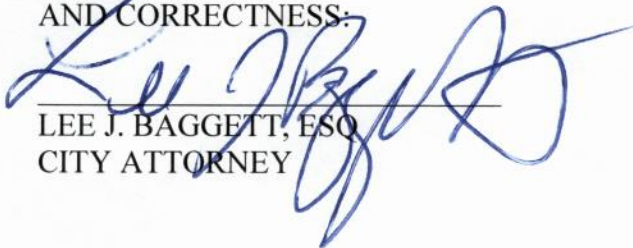
ADOPTED on continued second and final reading this 16th day of April, 2025.

ATTEST:


 MARY R. KINDEL, MMC
 CITY CLERK


 CAMPBELL RICH
 MAYOR

APPROVED AS TO FORM
 AND CORRECTNESS:


 LEE J. BAGGETT, ESQ.
 CITY ATTORNEY



CHAPTER 2025-190

Committee Substitute for Committee Substitute for Senate Bill No. 180

An act relating to emergencies; amending s. 83.63, F.S.; requiring certain tenants to be given specified opportunities or notice; creating s. 163.31795, F.S.; defining the terms “cumulative substantial improvement period” and “local government”; prohibiting certain local governments from adopting ordinances for substantial improvements or repairs to a structure which include cumulative substantial improvement periods; amending s. 163.31801, F.S.; prohibiting certain entities from assessing impact fees for specified replacement structures; providing an exception; providing construction; amending s. 193.155, F.S.; revising the square footage limitations for certain changes, additions, and improvements to damaged property; amending s. 215.559, F.S.; removing a reference to a certain report; revising public hurricane shelter funding prioritization requirements for the Division of Emergency Management; amending s. 250.375, F.S.; authorizing certain servicemembers to provide medical care in specified circumstances; amending s. 252.35, F.S.; revising requirements for the state comprehensive emergency management plan; requiring such plan to include an update on the status of certain emergency management capabilities; requiring the division to collaborate with the Department of Health; revising responsibilities of the division; requiring the division to develop a certain template; revising the purpose of certain training programs; requiring the division to set the minimum number of training hours that specified individuals must complete biennially; authorizing such training to be provided by certain entities; requiring the division to conduct an annual hurricane readiness session in each region designated by the division for a specified purpose; requiring all county emergency management directors, and authorizing other county and municipal personnel, to attend such session; requiring that the session include specified topics and needs; removing a specified reporting requirement; amending s. 252.355, F.S.; authorizing the Department of Veterans’ Affairs to provide certain information to specified clients or their caregivers; requiring the Florida Housing Finance Corporation to enter into memoranda of understanding with specified agencies for a certain purpose; providing that specified persons may use special needs shelters in certain circumstances; amending s. 252.3611, F.S.; directing specified entities to submit specified contracts and reports to the Legislature under specified conditions; requiring such contracts to be posted on a specified secure contract system; requiring the division to report annually to the Legislature specified information on expenditures relating to emergencies; providing requirements for such report; amending s. 252.363, F.S.; providing for the tolling and extension of certain determinations; providing for retroactive application; amending s. 252.365, F.S.; requiring agency heads to notify the Governor and the division of the person designated as the emergency coordination officer annually by a specified

date; amending s. 252.3655, F.S.; creating the natural hazards risks and mitigation interagency coordinating group; providing the purpose of the group; providing for the membership and administration of the group; requiring agency representatives to provide information relating to natural hazards to this state, agency resources, and efforts to address and mitigate risks and impacts of natural hazards; requiring the group to meet in person or by communications media technology at least quarterly for specified purposes; requiring specified agency heads to meet at least annually to strategize and prioritize state efforts; requiring the division, on behalf of the group, to prepare an annual progress report and submit such report to the Governor and Legislature; revising requirements for such report; amending s. 252.37, F.S.; requiring the division to notify the Legislature of its intent to accept or apply for federal funds under certain circumstances; requiring the division to take steps to maximize the availability and expedite the distribution of financial assistance from the Federal Government to state and local agencies; requiring that such steps include the standardization and streamlining of the application process for federal financial assistance and the provision of assistance to applicants for a specified purpose; requiring the division to use certain federal funds to implement such requirements; amending s. 252.373, F.S.; conforming a cross-reference; amending s. 252.38, F.S.; requiring political subdivisions to annually provide specified notification to the division before a specified date; creating s. 252.381, F.S.; requiring counties and municipalities to post certain information on their websites; requiring counties and municipalities to develop a poststorm permitting plan; providing requirements for such plan; requiring counties and municipalities to update such plan by a specified date annually; requiring counties and municipalities to publish on their websites a specified storm recovery guide by a specified date annually; providing requirements for such guide; requiring certain counties and municipalities to publish on their websites updates to such guide as soon as practicable following a storm; prohibiting certain counties and municipalities from increasing building permit or inspection fees within a specified timeframe; requiring counties and municipalities to allow individuals to receive certain letters electronically on or before a specified date; requiring certain counties and municipalities to use their best efforts to open a permitting office for a minimum number of hours per week; amending s. 252.385, F.S.; revising reporting requirements for the division; revising requirements for a specified list; requiring the Department of Health and the Agency for Persons with Disabilities to assist the division with certain determinations; creating s. 252.422, F.S.; defining the term “impacted local government”; prohibiting impacted local governments from proposing or adopting certain moratoriums, amendments, or procedures for a specified timeframe; authorizing the enforcement of certain amendments, plans, permits, and orders under certain circumstances; authorizing any person to file suit to enforce specified provisions; authorizing counties and municipalities to request a specified determination by a court; prohibiting counties and municipalities from taking certain actions until the court has issued a preliminary or final judgment; requiring plaintiffs to provide certain notification before filing

suit; requiring impacted local governments to take certain actions upon receipt of such notification or a suit may be filed; providing for reasonable attorney fees and costs; authorizing the use of a certain summary procedure; requiring the court to advance the cause on the calendar; requiring the Office of Program Policy Analysis and Government Accountability to conduct a study on certain local government actions after hurricanes; specifying requirements for the study and legislative recommendations; requiring the office to submit a report to the Legislature by a specified date; creating s. 252.505, F.S.; requiring that certain contracts include a specified provision; defining the term “emergency recovery period”; amending s. 373.423, F.S.; requiring the Department of Environmental Protection to submit a Flood Inventory and Restoration Report to the division by a specified date; requiring the department to work with specified entities to compile information for the report; providing specifications for the report; requiring the owner of certain infrastructure to submit certain information to the department; requiring the department to review and update the report biannually; requiring the department to submit an updated report to the division by a specified date; amending s. 380.0552, F.S.; revising the maximum evacuation clearance time for permanent residents of the Florida Keys Area, which time is an element for which amendments to local comprehensive plans in the Florida Keys Area must be reviewed for compliance; requiring the Department of Commerce to conduct baseline modeling scenarios and gather data to determine the number of building permit allocations for distribution in the Florida Keys Area; requiring that such allocations be distributed in a specified manner and over a specified timeframe; prohibiting such allocations from exceeding a specified number; requiring that permits be issued for certain parcels and the distribution of such permits prioritize specified allocations; amending s. 400.063, F.S.; conforming a cross-reference; amending s. 403.7071, F.S.; providing that local governments are authorized and encouraged to add certain addendums to certain contracts and agreements; requiring counties and municipalities to apply to the department for authorization to designate at least one debris management site; authorizing municipalities to apply jointly with a county or adjacent municipality for authorization of a debris management site if such entities approve a memorandum of understanding; providing requirements for such memorandum; creating s. 489.1132, F.S.; providing definitions; requiring a hurricane preparedness plan to be available for inspection at certain worksites; requiring certain equipment to be secured in a specified manner no later than 24 hours before the impacts of a hurricane are anticipated to begin; providing penalties; requiring the Florida Building Commission to establish specified best practices and report findings to the Legislature by a specified date; amending s. 553.902, F.S.; revising the definition of the term “renovated building”; requiring the division to consult with specified entities to develop certain recommendations and provide a report to the Legislature by a specified date; prohibiting certain counties from proposing or adopting certain moratoriums, amendments, or procedures for a specified timeframe; declaring that such moratoriums, amendments, or procedures are null and void;

providing for retroactive application; authorizing the enforcement of certain amendments, plans, permits, and orders under certain circumstances; authorizing certain residents and business owners to bring a civil action for declaratory and injunctive relief against a county or municipality that violates specified provisions; providing for reasonable attorney fees and costs under specified circumstances; providing for future expiration; providing a directive to the Division of Law Revision; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 83.63, Florida Statutes, is amended to read:

83.63 Casualty damage.—If the premises are damaged or destroyed other than by the wrongful or negligent acts of the tenant so that the enjoyment of the premises is substantially impaired;:

(1) The tenant may terminate the rental agreement and immediately vacate the premises. The tenant may vacate the part of the premises rendered unusable by the casualty, in which case the tenant's liability for rent shall be reduced by the fair rental value of that part of the premises damaged or destroyed. If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).

(2) The tenant must be given:

(a) The opportunity to collect his or her belongings from the premises when it is safe to do so; or

(b) Notice of the date by which the tenant will be able to collect his or her belongings from the premises, which must occur within a reasonable time.

Section 2. Section 163.31795, Florida Statutes, is created to read:

163.31795 Participation in the National Flood Insurance Program.—

(1) For purposes of this section, the term:

(a) “Cumulative substantial improvement period” means the period during which an aggregate of improvements or repairs are considered for purposes of determining substantial improvement as defined in s. 161.54(12).

(b) “Local government” has the same meaning as in s. 163.2514.

(2) A local government that is participating in the National Flood Insurance Program may not adopt or enforce an ordinance for substantial improvements or repairs to a structure which includes a cumulative substantial improvement period.

Section 3. Subsection (14) is added to section 163.31801, Florida Statutes, to read:

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(14) A local government, school district, or special district may not assess an impact fee for the reconstruction or replacement of a previously existing structure if the replacement structure is of the same land use as the original structure and does not increase the impact on public facilities beyond that of the original structure. However, if the replacement structure increases the demand on public facilities due to a significant increase in size, intensity, or capacity of use, a local government, school district, or special district may assess an impact fee in an amount proportional to the difference in the demand between the replacement structure and the original structure. Any such fee must be reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by the reconstruction or replacement of a previously existing structure.

Section 4. Paragraph (b) of subsection (4) of section 193.155, Florida Statutes, is amended to read:

193.155 Homestead assessments.—Homestead property shall be assessed at just value as of January 1, 1994. Property receiving the homestead exemption after January 1, 1994, shall be assessed at just value as of January 1 of the year in which the property receives the exemption unless the provisions of subsection (8) apply.

(4)

(b)1. Changes, additions, or improvements that replace all or a portion of homestead property, including ancillary improvements, damaged or destroyed by misfortune or calamity shall be assessed upon substantial completion as provided in this paragraph. Such assessment must be calculated using the homestead property's assessed value as of the January 1 immediately before the date on which the damage or destruction was sustained, subject to the assessment limitations in subsections (1) and (2), when:

a. The square footage of the homestead property as changed or improved does not exceed 130 ~~110~~ percent of the square footage of the homestead property before the damage or destruction; or

b. The total square footage of the homestead property as changed or improved does not exceed 2,000 ~~1,500~~ square feet.

2. The homestead property's assessed value must be increased by the just value of that portion of the changed or improved homestead property which is in excess of 130 ~~110~~ percent of the square footage of the homestead property before the damage or destruction or of that portion exceeding 2,000 ~~1,500~~ square feet.

3. Homestead property damaged or destroyed by misfortune or calamity which, after being changed or improved, has a square footage of less than 100 percent of the homestead property's total square footage before the damage or destruction shall be assessed pursuant to subsection (5).

4. Changes, additions, or improvements assessed pursuant to this paragraph must be reassessed pursuant to subsection (1) in subsequent years. This paragraph applies to changes, additions, or improvements commenced within 5 years after the January 1 following the damage or destruction of the homestead.

Section 5. Paragraph (b) of subsection (1) of section 215.559, Florida Statutes, is amended to read:

215.559 Hurricane Loss Mitigation Program.—A Hurricane Loss Mitigation Program is established in the Division of Emergency Management.

(1) The Legislature shall annually appropriate \$10 million of the moneys authorized for appropriation under s. 215.555(7)(c) from the Florida Hurricane Catastrophe Fund to the division for the purposes set forth in this section. Of the amount:

(b) Three million dollars in funds shall be used to construct or retrofit facilities used as public hurricane shelters. Each year the division shall prioritize the use of these funds for projects included in the annual report of the Shelter Development Report prepared in accordance with s. 252.385(3). The division shall ~~must~~ give funding priority to projects located in counties regional planning council regions that have shelter deficits, projects that are publicly owned, other than schools, and to projects that maximize the use of state funds.

Section 6. Section 250.375, Florida Statutes, is amended to read:

250.375 Medical officer authorization.—A servicemember trained to provide medical care who is serving under the direction of the Florida National Guard State Surgeon and is assigned to a military duty position and authorized by the Florida National Guard to provide medical care within the scope of the servicemember's professional licensure by virtue of such duty position may provide such medical care to military personnel and civilians within this state ~~physician who holds an active license to practice medicine in any state, a United States territory, or the District of Columbia, while serving as a medical officer with or in support of the Florida National Guard, pursuant to federal or state orders, may practice medicine on military personnel or civilians during an emergency or declared disaster or during federal military training.~~

Section 7. Paragraphs (y) through (dd) of subsection (2) of section 252.35, Florida Statutes, are redesignated as paragraphs (x) through (cc), respectively, paragraphs (a), (c), and (n) and present paragraph (x) of that

subsection are amended, and a new paragraph (dd) is added to that subsection, to read:

252.35 Emergency management powers; Division of Emergency Management.—

(2) The division is responsible for carrying out the provisions of ss. 252.31-252.90. In performing its duties, the division shall:

(a) Prepare a state comprehensive emergency management plan, which must ~~shall~~ be integrated into and coordinated with the emergency management plans and programs of the Federal Government. The division shall adopt the plan as a rule in accordance with chapter 120. The plan must be implemented by a continuous, integrated comprehensive emergency management program. The plan must contain provisions to ensure that the state is prepared for emergencies and minor, major, and catastrophic disasters, and the division shall work closely with local governments and agencies and organizations with emergency management responsibilities in preparing and maintaining the plan. The state comprehensive emergency management plan must be operations oriented and:

1. Include an evacuation component that includes specific regional and interregional planning provisions and promotes intergovernmental coordination of evacuation activities. This component must, at a minimum: contain guidelines for lifting tolls on state highways; ensure coordination pertaining to evacuees crossing county lines; set forth procedures for directing people caught on evacuation routes to safe shelter; establish strategies for ensuring sufficient, reasonably priced fueling locations along evacuation routes; and establish policies and strategies for emergency medical evacuations.

2. Include a shelter component that includes specific regional and interregional planning provisions and promotes coordination of shelter activities between the public, private, and nonprofit sectors. This component must, at a minimum: contain strategies to ensure the availability of adequate public shelter space in each county ~~region of the state~~; establish strategies for refuge-of-last-resort programs; provide strategies to assist local emergency management efforts to ensure that adequate staffing plans exist for all shelters, including medical and security personnel; provide for a postdisaster communications system for public shelters; establish model shelter guidelines for operations, registration, inventory, power generation capability, information management, and staffing; and set forth policy guidance for sheltering people with special needs.

3. Include a postdisaster response and recovery component that includes specific regional and interregional planning provisions and promotes intergovernmental coordination of postdisaster response and recovery activities. This component must provide for postdisaster response and recovery strategies according to whether a disaster is minor, major, or catastrophic. The postdisaster response and recovery component must, at a minimum: establish the structure of the state's postdisaster response and

recovery organization; establish procedures for activating the state's plan; set forth policies used to guide postdisaster response and recovery activities; describe the chain of command during the postdisaster response and recovery period; describe initial and continuous postdisaster response and recovery actions; identify the roles and responsibilities of each involved agency and organization; provide for a comprehensive communications plan; establish procedures for coordinating and monitoring statewide mutual aid agreements reimbursable under federal public disaster assistance programs; provide for rapid impact assessment teams; ensure the availability of an effective statewide urban search and rescue program coordinated with the fire services; ensure the existence of a comprehensive statewide medical care and relief plan administered by the Department of Health; and establish systems for coordinating volunteers and accepting and distributing donated funds and goods.

4. Include additional provisions addressing aspects of preparedness, response, recovery, and mitigation as determined necessary by the division.

5. Address the need for coordinated and expeditious deployment of state resources, including the Florida National Guard. In the case of an imminent major disaster, procedures should address predeployment of the Florida National Guard, and, in the case of an imminent catastrophic disaster, procedures should address predeployment of the Florida National Guard and the United States Armed Forces.

6. Establish a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations, including public health emergencies, and can communicate emergency response decisions.

7. Establish guidelines and schedules for annual exercises that evaluate the ability of the state and its political subdivisions to respond to minor, major, and catastrophic disasters and support local emergency management agencies. Such exercises shall be coordinated with local governments and, to the extent possible, the Federal Government.

8. Assign lead and support responsibilities to state agencies and personnel for emergency support functions and other support activities.

9. Include the public health emergency plan developed by the Department of Health pursuant to s. 381.00315.

10. Include an update on the status of the emergency management capabilities of the state and its political subdivisions. The update must include the emergency management capabilities related to public health emergencies, as determined in collaboration with the Department of Health.

The complete state comprehensive emergency management plan must be submitted to the President of the Senate, the Speaker of the House of

Representatives, and the Governor on February 1 of every even-numbered year.

(c) Assist political subdivisions in preparing and maintaining emergency management plans. Such assistance must include the development of a template for comprehensive emergency management plans, including plans for natural disasters, and guidance on the development of mutual aid agreements.

(n) Implement training programs to maintain this state's status as a national leader in emergency management and improve the ability of state and local emergency management personnel to prepare and implement emergency management plans and programs. This must shall include a continuous training program for agencies and individuals who that will be called on to perform key roles in state and local postdisaster response and recovery efforts and for local government personnel on federal and state postdisaster response and recovery strategies and procedures. The division shall specify requirements for the minimum number of training hours that county or municipal administrators, county or city managers, county or municipal emergency management directors, and county or municipal public works directors or other officials responsible for the construction and maintenance of public infrastructure must complete biennially in addition to the training required pursuant to s. 252.38(1)(b). Such training may be provided by the division or, for county personnel, by a foundation that is a not-for-profit corporation under s. 501(c)(3) of the Internal Revenue Code and has a governing board that includes in its membership county commissioners and professional county staff. If training is provided by a foundation, such training must be approved by the division.

~~(x) Report biennially to the President of the Senate, the Speaker of the House of Representatives, the Chief Justice of the Supreme Court, and the Governor, no later than February 1 of every odd-numbered year, the status of the emergency management capabilities of the state and its political subdivisions. This report must include the emergency management capabilities related to public health emergencies, as determined in collaboration with the Department of Health.~~

(dd) Conduct, by April 1 of each year, an annual hurricane readiness session in each region designated by the division to facilitate coordination between all emergency management stakeholders. Each county emergency management director or his or her designee shall, and other county and municipal personnel may, attend the session for his or her region. A session must include, but is not limited to, guidance on timelines for preparation and response, information on state and federal postdisaster resources and assistance, guidance to promote efficient and expedited rebuilding of the community after a hurricane, best practices for coordination and communication among entities engaged in postdisaster response and recovery, and discussion of any outstanding county or municipal preparedness or readiness needs.

Section 8. Subsection (4) of section 252.355, Florida Statutes, is renumbered as subsection (5), paragraph (b) of subsection (2) is amended, and a new subsection (4) is added to that section, to read:

252.355 Registry of persons with special needs; notice; registration program.—

(2) In order to ensure that all persons with special needs may register, the division shall develop and maintain a special needs shelter registration program. During a public health emergency in which physical distancing is necessary, as determined by the State Health Officer, the division must maintain information on special needs shelter options that mitigate the threat of the spread of infectious diseases.

(b) To assist in identifying persons with special needs, home health agencies, hospices, nurse registries, home medical equipment providers, the Department of Veterans' Affairs, the Department of Children and Families, the Department of Health, the Agency for Health Care Administration, the Department of Education, the Agency for Persons with Disabilities, the Department of Elderly Affairs, and memory disorder clinics shall, and any physician licensed under chapter 458 or chapter 459 and any pharmacy licensed under chapter 465 may, annually provide registration information to all of their special needs clients or their caregivers. The Florida Housing Finance Corporation shall enter into memoranda of understanding with the Department of Elderly Affairs and with the Agency for Persons with Disabilities to ensure special needs registration information is provided to residents of low-income senior independent living properties and independent living properties for persons with intellectual or developmental disabilities funded by the Florida Housing Finance Corporation, respectively. The division shall develop a brochure that provides information regarding special needs shelter registration procedures. The brochure must be easily accessible on the division's website. All appropriate agencies and community-based service providers, including aging and disability resource centers, memory disorder clinics, home health care providers, hospices, nurse registries, and home medical equipment providers, shall, and any physician licensed under chapter 458 or chapter 459 may, assist emergency management agencies by annually registering persons with special needs for special needs shelters, collecting registration information for persons with special needs as part of the program intake process, and establishing programs to educate clients about the registration process and disaster preparedness safety procedures. A client of a state-funded or federally funded service program who has a physical, mental, or cognitive impairment or sensory disability and who needs assistance in evacuating, or when in a shelter, must register as a person with special needs. The registration program shall give persons with special needs the option of preauthorizing emergency response personnel to enter their homes during search and rescue operations if necessary to ensure their safety and welfare following disasters.

(4) The caregiver of a person with special needs who is eligible for admission to a special needs shelter, and all persons for whom he or she is the caregiver, shall be allowed to shelter together in the special needs shelter. If a person with special needs is responsible for the care of persons without special needs, those persons shall be allowed to use the special needs shelter with the person with special needs.

Section 9. Effective January 1, 2026, subsection (2) of section 252.3611, Florida Statutes, is amended, and subsection (5) is added to that section, to read:

252.3611 Transparency; audits.—

(2) If ~~When~~ the duration of a declaration of a state of an emergency issued by the Governor exceeds 90 days:

(a)1. The Executive Office of the Governor or the appropriate agency, within 72 hours after of executing a contract executed with moneys authorized for expenditure to support the response to the declared state of emergency, must the Executive Office of the Governor or the appropriate agency shall submit a copy of such contract to the Legislature. For contracts executed during the first 90 days of the declared state of emergency, the Executive Office of the Governor or the appropriate agency shall submit a copy to the Legislature within the first 120 days of the declared state of emergency.

2. All contracts executed to support the response to a declared state of emergency, including contracts executed before a declared state of emergency to secure resources or services in advance or anticipation of an emergency, must be posted on the secure contract tracking system required under s. 215.985(14).

(b) The Executive Office of the Governor or the appropriate agency shall submit monthly reports to the Legislature of all state expenditures, revenues received, and funds transferred by an agency during the previous month to support the declared state of emergency.

(5) Annually, by January 15, the division shall report to the President of the Senate, the Speaker of the House of Representatives, and the chairs of the appropriations committee of each house of the Legislature on expenditures related to emergencies incurred over the year from November 1 of the previous year. The report must include:

(a) A separate summary of each emergency event, whether complete or ongoing, and key actions taken by the division.

(b) Details of expenditures, separated by emergency event and agency, for preparing for, responding to, or recovering from the event. The report must specify detailed expenditures for the entire report time period; specify total expenditures for the event; and indicate amounts that are being or are anticipated to be reimbursed by the Federal Emergency Management

Agency or other federal entity, amounts ineligible for reimbursement, and any amounts deobligated by the Federal Emergency Management Agency or other federal entity for reimbursement. The division shall review expenditures by state agencies to ensure that efforts, purchases, contracts, or expenditures are not duplicated.

(c) An accounting of all inventory and assets purchased, separated by emergency event and agency, for preparing for, responding to, or recovering from the event, including motor vehicles, boats, computers, and other equipment, and the current status of such assets, including divestment, sale, or donation by the state. The report must include a detailed accounting for the entire report time period and specify a total for the event.

Section 10. Paragraph (a) of subsection (1) of section 252.363, Florida Statutes, is amended to read:

252.363 Tolling and extension of permits and other authorizations.—

(1)(a) The declaration of a state of emergency issued by the Governor for a natural emergency tolls the period remaining to exercise the rights under a permit or other authorization for the duration of the emergency declaration. Further, the emergency declaration extends the period remaining to exercise the rights under a permit or other authorization for 24 months in addition to the tolled period. The extended period to exercise the rights under a permit or other authorization may not exceed 48 months in total in the event of multiple natural emergencies for which the Governor declares a state of emergency. The tolling and extension of permits and other authorizations under this paragraph shall apply retroactively to September 28, 2022, except in the case of the formal determination of the delineation of the extent of wetlands under s. 373.421, in which case tolling and extension of determinations under this paragraph shall apply retroactively to January 1, 2023. This paragraph applies to the following:

1. The expiration of a development order issued by a local government.
2. The expiration of a building permit.
3. The expiration of a permit issued by the Department of Environmental Protection or a water management district pursuant to part IV of chapter 373.
4. Permits issued by the Department of Environmental Protection or a water management district pursuant to part II of chapter 373 for land subject to a development agreement under ss. 163.3220-163.3243 in which the permittee and the developer are the same or a related entity.
5. The buildout date of a development of regional impact, including any extension of a buildout date that was previously granted as specified in s. 380.06(7)(c).

6. The expiration of a development permit or development agreement authorized by Florida Statutes, including those authorized under the Florida Local Government Development Agreement Act, or issued by a local government or other governmental agency.

7. The formal determination of the delineation of the extent of wetlands under s. 373.421.

Section 11. Subsection (4) of section 252.365, Florida Statutes, is amended to read:

252.365 Emergency coordination officers; disaster-preparedness plans.

(4) On or before May 1 of each year, the head of each agency shall notify the Governor and the division in writing of the person initially designated as the emergency coordination officer for such agency and her or his alternate and of any changes in persons so designated thereafter.

Section 12. Section 252.3655, Florida Statutes, is amended to read:

252.3655 Natural hazards risks and mitigation interagency coordinating group workgroup.—

(1)(a) An interagency coordinating group workgroup is created for the purpose of sharing information on the current and potential risks and impacts of natural hazards throughout this the state, coordinating the ongoing efforts of state agencies in addressing and mitigating the risks and impacts of natural hazards, and collaborating on statewide initiatives to address and mitigate the risks and impacts of natural hazards. As used in this section, the term “natural hazards” includes, but is not limited to, extreme heat, drought, wildfire, sea-level change, high tides, storm surge, saltwater intrusion, stormwater runoff, flash floods, inland flooding, and coastal flooding.

(b) The agency head, or his or her designated senior manager, from each of the following agencies shall serve on the coordinating group:

1. Chief Resilience Officer of the Statewide Office of Resilience.
2. Department of Agriculture and Consumer Services.
3. Department of Commerce.
4. Department of Environmental Protection.
5. Department of Financial Services.
6. Department of Law Enforcement.
7. Department of Highway Safety and Motor Vehicles.
8. Department of Military Affairs.

9. Division of Emergency Management.

10. Department of Transportation.

11. Fish and Wildlife Conservation Commission.

12. Office of Insurance Regulation.

13. Public Service Commission.

14. Each water management district ~~Each agency within the executive branch of state government, each water management district, and the Florida Public Service Commission shall select from within such agency a person to be designated as the agency liaison to the workgroup.~~

(c) The director of the Division of Emergency Management, or his or her designee, shall serve as the administrator ~~liaison to and coordinator of the coordinating group workgroup.~~

(d) Each agency representative liaison shall provide information from his or her respective agency, including all relevant reports, on the current and potential risks and impacts of natural hazards to this state to his or her agency, agency resources available, and efforts made by the agency to address and mitigate the risks and impacts of against natural hazards, ~~and efforts made by the agency to address the impacts of natural hazards.~~

(e)1. The coordinating group workgroup shall meet in person or by means of communications media technology as provided in s. 120.54(5)(b)2. at least teleconference on a quarterly basis to share information, leverage agency resources, coordinate ongoing efforts, and provide information for inclusion in the annual progress report submitted pursuant to subsection (2). Agency heads for the agencies listed in paragraph (b) shall meet in person at least annually to collectively strategize and prioritize state efforts.

2. Information regarding the coordinating group, including meeting agendas and reports, must be posted in a conspicuous location on the division's website.

(2)(a) On behalf of the coordinating group workgroup, the division of Emergency Management shall prepare an annual progress report on the implementation of the state's hazard mitigation plan, developed and submitted in accordance with 42 U.S.C. s. 5165 and any implementing regulations, as it relates to natural hazards. At a minimum, the annual progress report must:

1. Assess each agency's the relevance, level, and significance of current agency efforts to address and mitigate the risks and impacts of natural hazards; and

2. Strategize and prioritize ongoing efforts to address and mitigate the risks and impacts of natural hazards;

3. Provide recommendations regarding statutory changes and funding that may assist in addressing or mitigating the risks and impacts of natural hazards; and

4. Provide recommendations for state and local natural hazard mitigation strategies.

~~(b) Each liaison is responsible for ensuring that the workgroup's annual progress report is posted on his or her agency's website.~~

~~(e) By January 1 of each year, 2019, and each year thereafter, the division on behalf of the coordinating group workgroup shall submit the annual progress report to the Governor, the President of the Senate, and the Speaker of the House of Representatives.~~

Section 13. Paragraphs (c) and (d) of subsection (5) of section 252.37, Florida Statutes, are redesignated as paragraphs (d) and (e), respectively, a new paragraph (c) is added to that subsection, and subsection (7) is added to that section, to read:

252.37 Financing.—

(5) Unless otherwise specified in the General Appropriations Act:

(c) If the division intends to accept or apply for federal funds for a division-administered program that is new, that will be implemented in a manner that is innovative or significantly different from the manner in which the program is typically administered, or that will require a state match for which the division will be required to seek new budget authority, the division must notify the Legislature of its intent to accept or apply for the federal funds. The notice must detail the federal program under which the funds will be accepted or applied for, the intended purpose and use of the funds, and the amount of funds, including the estimated state match.

(7) The division shall take steps to maximize the availability and expedite the distribution of financial assistance from the Federal Government to state and local agencies. Such steps must include the standardization and streamlining of the application process for financial assistance through the federal Public Assistance Program and provision of assistance to applicants in order to mitigate the risk of noncompliance with federal program requirements. The division shall use federal funds allocated as management costs or other funds as appropriated to implement this subsection.

Section 14. Paragraph (a) of subsection (2) of section 252.373, Florida Statutes, is amended to read:

252.373 Allocation of funds; rules.—

(2) The division shall allocate funds from the Emergency Management, Preparedness, and Assistance Trust Fund to local emergency management

agencies and programs pursuant to criteria specified in rule. Such rules shall include, but are not limited to:

(a) Requiring that, at a minimum, a local emergency management agency either:

1. Have a program director who works at least 40 hours a week in that capacity; or

2. If the county has fewer than 75,000 population or is party to an interjurisdictional emergency management agreement entered into pursuant to s. 252.38(3)(c) ~~s. 252.38(3)(b)~~, that is recognized by the Governor by executive order or rule, have an emergency management coordinator who works at least 20 hours a week in that capacity.

Section 15. Paragraphs (a) and (b) of subsection (3) of section 252.38, Florida Statutes, are redesignated as paragraphs (b) and (c), respectively, a new paragraph (a) is added to that subsection, and paragraph (a) of subsection (1) is amended, to read:

252.38 Emergency management powers of political subdivisions.—Safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state.

(1) COUNTIES.—

(a) In order to provide effective and orderly governmental control and coordination of emergency operations in emergencies within the scope of ss. 252.31-252.90, each county within this state shall be within the jurisdiction of, and served by, the division. Except as otherwise provided in ss. 252.31-252.90, each local emergency management agency shall have jurisdiction over and serve an entire county. Unless part of an interjurisdictional emergency management agreement entered into pursuant to paragraph (3)(c) ~~(3)(b)~~ which is recognized by the Governor by executive order or rule, each county must establish and maintain such an emergency management agency and shall develop a county emergency management plan and program that is coordinated and consistent with the state comprehensive emergency management plan and program. Counties that are part of an interjurisdictional emergency management agreement entered into pursuant to paragraph (3)(c) ~~(3)(b)~~ which is recognized by the Governor by executive order or rule shall cooperatively develop an emergency management plan and program that is coordinated and consistent with the state comprehensive emergency management plan and program.

(3) EMERGENCY MANAGEMENT POWERS; POLITICAL SUBDIVISIONS.—

(a) Each political subdivision shall notify the division on or before May 1 each year of the person designated as the emergency contact for the political subdivision and his or her alternate and of any changes in persons so

designated thereafter. For a county, the emergency contact must be the county emergency management director.

Section 16. Section 252.381, Florida Statutes, is created to read:

252.381 Information related to natural emergencies; poststorm county and municipal permitting; operations.—

(1) Each county and municipality must post on its publicly accessible website:

(a) A frequently asked questions web page related to natural emergency response, emergency preparedness, and public relief for residents following an emergency. The web page must answer questions concerning resident evacuations; safety tips; generator, food and drinking water, and wastewater and stormwater safety; damage assessment; debris cleanup; accessing assistance through the Federal Emergency Management Agency and this state; building recovery; natural emergency guidance; applicable laws; and what to do before, during, and after an emergency.

(b) A disaster supply list and a list of emergency shelters.

(c) Links to information about flood zones.

(d) A checklist for residents explaining next steps to take during postdisaster recovery.

(e) Information specific to persons with disabilities, including, but not limited to, guidelines for special needs shelter registration; an explanation of how to register for special needs shelters and where to obtain assistance with that process; guidelines as to the level of care that is or is not provided at a special needs shelter as well as situations when either a general population shelter or hospital should be considered; and any other postdisaster assistance or resources available to affected persons with disabilities impacted by a disaster.

(2)(a) Each county and municipality shall develop a poststorm permitting plan to expedite recovery and rebuilding by providing for special building permit and inspection procedures after a hurricane or tropical storm. The plan must, at a minimum:

1. Ensure sufficient personnel are prepared and available to expeditiously manage postdisaster building inspection, permitting, and enforcement tasks. The plan must anticipate conditions that would necessitate supplemental personnel for such tasks and address methods for fulfilling such personnel needs, including through mutual aid agreements as authorized in s. 252.40, other arrangements, such as those with private sector contractors, or supplemental state or federal funding. The plan must include training requirements and protocols for supplemental personnel to ensure compliance with local floodplain management requirements that apply within the county or municipality.

2. Account for multiple or alternate locations where building permit services may be offered in person to the public following a hurricane or tropical storm during regular business hours.

3. Specify a protocol to expedite permitting procedures and, if practicable, for the waiver or reduction of applicable fees in accordance with and in addition to the procedures and waivers provided for under s. 553.7922. The plan must identify the types of permits that are frequently requested following a hurricane or tropical storm and methods to expedite the processing of such permits.

4. Specify procedures and resources necessary to promote expeditious debris removal following a hurricane or tropical storm.

(b) Each county and municipality shall update the plan no later than May 1 annually.

(3)(a) By May 1 annually, each county and municipality shall publish on its website a hurricane and tropical storm recovery permitting guide for residential and commercial property owners. The guide must describe:

1. The types of poststorm repairs that require a permit and applicable fees.

2. The types of poststorm repairs that do not require a permit.

3. The poststorm permit application process and specific modifications the county or municipality commonly makes to expedite the process, including the physical locations where permitting services will be offered.

4. Local requirements for rebuilding specific to the county or municipality, including elevation requirements following substantial damage and substantial improvement pursuant to the National Flood Insurance Program (NFIP) and any local amendments to the building code.

(b) As soon as practicable following a hurricane or tropical storm, a county or municipality within the area for which a state of emergency pursuant to s. 252.36 for such hurricane or tropical storm is declared shall publish updates on its website to the information required under paragraph (a) which are specific to such storm, including any permitting fee waivers or reductions.

(4) For 180 days after a state of emergency is declared pursuant to s. 252.36 for a hurricane or tropical storm, a county or municipality within the area for which the state of emergency is declared may not increase building permit or inspection fees.

(5) On or before May 1, 2026, each county and municipality must provide an online option for receiving, reviewing, and accessing substantial damage and substantial improvement letters. The county or municipality must allow

homeowners to provide an e-mail address where they can receive digital copies of such letters.

(6) As soon as reasonably practicable following the landfall and passage of a hurricane or tropical storm, each county and municipality that has experienced a direct impact from a natural emergency must use its best efforts to open a permitting office at which residents can access government services for at least 40 hours per week.

Section 17. Subsections (2) and (3) of section 252.385, Florida Statutes, are amended to read:

252.385 Public shelter space; public records exemption.—

(2)(a) The division shall administer a program to survey existing schools, universities, community colleges, and other state-owned, municipally owned, and county-owned public buildings and any private facility that the owner, in writing, agrees to provide for use as a public hurricane evacuation shelter to identify those that are appropriately designed and located to serve as such shelters. The owners of the facilities must be given the opportunity to participate in the surveys. The state university boards of trustees, district school boards, community college boards of trustees, and the Department of Education are responsible for coordinating and implementing the survey of public schools, universities, and community colleges with the division or the local emergency management agency.

~~(b) By January 31 of each even-numbered year, the division shall prepare and submit a statewide emergency shelter plan to the Governor and Cabinet for approval, subject to the requirements for approval in s. 1013.37(2). The emergency shelter plan must project, for each of the next 5 years, the hurricane shelter needs of the state, including periods of time during which a concurrent public health emergency may necessitate more space for each individual to accommodate physical distancing. In addition to information on the general shelter needs throughout this state, the plan must identify the general location and square footage of special needs shelters, by regional planning council region. The plan must also include information on the availability of shelters that accept pets. The Department of Health shall assist the division in determining the estimated need for special needs shelter space and the adequacy of facilities to meet the needs of persons with special needs based on information from the registries of persons with special needs and other information.~~

(3)(a) The division shall annually provide by October 15 to the Governor, the President of the Senate, and the Speaker of the House of Representatives a report that includes, ~~and the Governor~~ a list of facilities recommended to be retrofitted using state funds. State funds should be maximized and targeted to projects in counties regional planning council regions with hurricane evacuation shelter deficits. Additionally, the division shall prioritize on the list of recommended facilities other state-owned, municipal-owned, and county-owned public buildings, other than schools, for

retrofitting using state funds. The owner or lessee of a public hurricane evacuation shelter that is included on the list of facilities recommended for retrofitting is not required to perform any recommended improvements.

(b) The report required in paragraph (a) must include a statewide emergency shelter plan that must project, for each of the next 5 years, the hurricane shelter needs of the state. In addition to information on the general shelter needs throughout this state, the plan must identify, by county, the general location and square footage of special needs shelters. The plan must also include information on the availability of shelters that accept pets. The Department of Health and the Agency for Persons with Disabilities shall assist the division in determining the estimated need for special needs shelter space, the estimated need for general shelter space to accommodate persons with developmental disabilities, including, but not limited to, autism, and the adequacy of facilities to meet the needs of persons with special needs based on information from the registries of persons with special needs and other information.

Section 18. Section 252.422, Florida Statutes, is created to read:

252.422 Restrictions on county or municipal regulations after a hurricane.—

(1) As used in this section, the term “impacted local government” means a county listed in a federal disaster declaration located entirely or partially within 100 miles of the track of a storm declared to be a hurricane by the National Hurricane Center while the storm was categorized as a hurricane or a municipality located within such a county.

(2) For 1 year after a hurricane makes landfall, an impacted local government may not propose or adopt:

(a) A moratorium on construction, reconstruction, or redevelopment of any property.

(b) A more restrictive or burdensome amendment to its comprehensive plan or land development regulations.

(c) A more restrictive or burdensome procedure concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined in s. 163.3164.

(3) Notwithstanding subsection (2), a comprehensive plan amendment, land development regulation amendment, site plan, development permit, or development order approved or adopted by an impacted local government before or after the effective date of this act may be enforced if:

(a) The associated application is initiated by a private party other than the impacted local government and the property that is the subject of the application is owned by the initiating private party;

(b) The proposed comprehensive plan amendment was submitted to reviewing agencies pursuant to s. 163.3184 before landfall; or

(c) The proposed comprehensive plan amendment or land development regulation is approved by the state land planning agency pursuant to s. 380.05.

(4)(a) Any person may file suit against any impacted local government for declaratory and injunctive relief to enforce this section.

(b) A county or municipality may request a determination by a court of competent jurisdiction as to whether such action violates this section. Upon such a request, the county or municipality may not enforce the action until the court has issued a preliminary or final judgment determining whether the action violates this section.

(c) Before a plaintiff may file suit, the plaintiff shall notify the impacted local government by setting forth the facts upon which the complaint or petition is based and the reasons the impacted local government's action violates this section. Upon receipt of the notice, the impacted local government shall have 14 days to withdraw or revoke the action at issue or otherwise declare it void. If the impacted local government does not withdraw or revoke the action at issue within the time prescribed, the plaintiff may file suit. The plaintiff shall be entitled to entry of a preliminary injunction to prevent the impacted local government from implementing the challenged action during pendency of the litigation. In any action instituted pursuant to this paragraph, the prevailing plaintiff shall be entitled to reasonable attorney fees and costs.

(d) In any case brought under this section, all parties are entitled to the summary procedure provided in s. 51.011, and the court shall advance the cause on the calendar.

(5) The Office of Program Policy Analysis and Government Accountability (OPPAGA) shall conduct a study on actions taken by local governments after hurricanes which are related to comprehensive plans, land development regulations, and procedures for review, approval, or issuance of site plans, permits, or development orders. The study must focus on the impact that local governmental actions, including moratoriums, ordinances, and procedures, have had or may have on construction, reconstruction, or redevelopment of any property damaged by hurricanes. In its research, OPPAGA shall survey stakeholders that play integral parts in the rebuilding and recovery process. OPPAGA shall make recommendations for legislative options to remove impediments to the construction, reconstruction, or redevelopment of any property damaged by a hurricane and prevent the implementation by local governments of burdensome or restrictive procedures and processes. OPPAGA shall submit the report to the President of the Senate and the Speaker of the House of Representatives by December 1, 2025.

Section 19. Effective January 1, 2026, section 252.505, Florida Statutes, is created to read:

252.505 Breach of contract during emergency recovery periods for natural emergencies.—Each state or local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages. As used in this section, the term “emergency recovery period” means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.

Section 20. Subsection (4) is added to section 373.423, Florida Statutes, to read:

373.423 Inspection.—

(4)(a) By September 1, 2026, the department shall submit a Flood Inventory and Restoration Report to the Division of Emergency Management. The department must work with water management districts, local governments, and operators of public and private stormwater management systems to compile the necessary information for the report, which must:

1. Identify priority infrastructure needs within each water management district jurisdiction that may result in flooding or property damage or threaten human health if left unaddressed;

2. Identify locations that have both historic flooding occurrences, based on flood zones identified by the Federal Emergency Management Agency, and the potential to flood from future significant storm events, such as hurricanes and tropical storms;

3. For each location identified in subparagraph 1. or subparagraph 2., include an inspection and maintenance schedule and specific information on the age of the infrastructure, upstream impacts, and other factors that may lead to system failure if unaddressed; and

4. Include a list of facilities prioritized for funding to address flooding issues.

(b) The owner of any priority infrastructure identified in the report must submit an inspection and maintenance schedule to the department.

(c) The department must review and update the report on a biannual basis. The report must provide information regarding compliance with the inspection and maintenance schedules, include any additional revisions based on storm event experience, and revise the list of facilities as new flooding events take place and new projects are implemented to alleviate infrastructure deficiencies which led to flooding events. The department

must submit an updated report to the Division of Emergency Management by September 1 of each year in which the report is due.

Section 21. Paragraph (a) of subsection (9) of section 380.0552, Florida Statutes, is amended to read:

380.0552 Florida Keys Area; protection and designation as area of critical state concern.—

(9) MODIFICATION TO PLANS AND REGULATIONS.—

(a) Any land development regulation or element of a local comprehensive plan in the Florida Keys Area may be enacted, amended, or rescinded by a local government, but the enactment, amendment, or rescission becomes effective only upon approval by the state land planning agency. The state land planning agency shall review the proposed change to determine if it is in compliance with the principles for guiding development specified in chapter 27F-8, Florida Administrative Code, as amended effective August 23, 1984, and must approve or reject the requested changes within 60 days after receipt. Amendments to local comprehensive plans in the Florida Keys Area must also be reviewed for compliance with the following:

1. Construction schedules and detailed capital financing plans for wastewater management improvements in the annually adopted capital improvements element, and standards for the construction of wastewater treatment and disposal facilities or collection systems that meet or exceed the criteria in s. 403.086(11) for wastewater treatment and disposal facilities or s. 381.0065(4)(l) for onsite sewage treatment and disposal systems.

2. Goals, objectives, and policies to protect public safety and welfare in the event of a natural disaster by maintaining a hurricane evacuation clearance time for permanent residents of no more than 24.5 24 hours. The hurricane evacuation clearance time shall be determined by a hurricane evacuation study conducted in accordance with a professionally accepted methodology and approved by the state land planning agency. For purposes of hurricane evacuation clearance time:

a. Mobile home residents are not considered permanent residents.

b. The City of Key West Area of Critical State Concern established by chapter 28-36, Florida Administrative Code, shall be included in the hurricane evacuation study and is subject to the evacuation requirements of this subsection.

Section 22. The Department of Commerce shall conduct baseline modeling scenarios and gather data in order to determine a number of building permit allocations to be distributed in the Florida Keys Area based upon the hurricane evacuation clearance time provided in s. 380.0552(9)(a), Florida Statutes, as amended by this act. The permit allocations must be distributed to counties and municipalities based on the number of vacant buildable lots within each jurisdiction. The permit allocations must be

distributed over a period of at least 10 years but may not exceed 900 total permit allocations. All permits must be issued for vacant, buildable parcels, of which only one may be awarded for any individual parcel, and the distribution of which must prioritize allocations for owner-occupied residences, affordable housing, and workforce housing.

Section 23. Subsection (1) of section 400.063, Florida Statutes, is amended to read:

400.063 Resident protection.—

(1) The Health Care Trust Fund shall be used for the purpose of collecting and disbursing funds generated from the license fees and administrative fines as provided for in ss. 393.0673(5), 400.062(3), 400.121(2), and 400.23(8). Such funds shall be for the sole purpose of paying for the appropriate alternate placement, care, and treatment of residents who are removed from a facility licensed under this part or a facility specified in s. 393.0678(1) in which the agency determines that existing conditions or practices constitute an immediate danger to the health, safety, or security of the residents. If the agency determines that it is in the best interest of the health, safety, or security of the residents to provide for an orderly removal of the residents from the facility, the agency may utilize such funds to maintain and care for the residents in the facility pending removal and alternative placement. The maintenance and care of the residents shall be under the direction and control of a receiver appointed pursuant to s. 393.0678(1) or s. 400.126(1). However, funds may be expended in an emergency upon a filing of a petition for a receiver, upon the declaration of a state of local emergency pursuant to s. 252.38(3)(b)5. ~~s. 252.38(3)(a)5.~~, or upon a duly authorized local order of evacuation of a facility by emergency personnel to protect the health and safety of the residents.

Section 24. Subsection (7) of section 403.7071, Florida Statutes, is amended, and subsection (8) is added to that section, to read:

403.7071 Management of storm-generated debris.—Solid waste generated as a result of a storm event that is the subject of an emergency order issued by the department may be managed as follows:

(7) Unless otherwise specified in a contract or franchise agreement between a local government and a private solid waste or debris management service provider, a private solid waste or debris management service provider is not required to collect storm-generated yard trash, debris, or waste. Local governments are authorized and encouraged to add an addendum to existing contracts or franchise agreements for collection of storm-generated debris.

(8)(a) Each county and municipality shall apply to the department for authorization of at least one debris management site as described in subsection (2) and shall annually seek preauthorization for any previously approved debris management sites, as allowed by the department.

(b) A municipality may jointly apply for authorization of a debris management site with a county or at least one adjacent municipality, if the parties develop and approve a memorandum of understanding. Such memorandum must clearly outline the capacity of the debris management site and location of the site relative to each party. The memorandum of understanding must be approved annually as part of the preauthorization process described in paragraph (a).

Section 25. Section 489.1132, Florida Statutes, is created to read:

489.1132 Regulation of hoisting equipment used in construction, demolition, or excavation work during a hurricane.—

(1) As used in this section, the term:

(a) “Controlling entity” means the general contractor, prime contractor, or construction manager with overall responsibility for a construction project.

(b) “Hoisting equipment” means power-operated cranes, derricks, and hoists used in construction, demolition, or excavation work that are regulated by the Occupational Safety and Health Administration.

(c) “Mobile crane” means a type of hoisting equipment incorporating a cable-suspended latticed boom or hydraulic telescoping boom designed to be moved between operating locations by transport over a roadway. The term does not include a mobile crane with a boom length of less than 25 feet or a maximum rated load capacity of less than 15,000 pounds.

(d) “Tower crane” means a type of hoisting equipment using a vertical mast or tower to support a working boom in an elevated position if the working boom can rotate to move loads laterally either by rotating at the top of the mast or tower or by the rotation of the mast or tower itself, whether the mast or tower base is fixed in one location or ballasted and moveable between locations.

(2)(a) When a tower crane or mobile crane is located on a worksite, a hurricane preparedness plan for the crane must be available for inspection at the worksite.

(b) In preparation for a hurricane, the controlling entity must ensure that hoisting equipment is secured in the following manner no later than 24 hours before the impacts of the hurricane are anticipated to begin:

1. All hoisting equipment must be secured in compliance with manufacturer recommendations relating to hurricane and high-wind events, including any recommendations relating to the placement, use, and removal of advertising banners and rigging.

2. Tower crane turntables must be lubricated before the event.

3. Fixed booms on mobile cranes must be laid down whenever feasible.
4. Booms on hydraulic cranes must be retracted and stored.
5. The counterweights of any hoists must be locked below the top tie-in.
6. Tower cranes must be set in the weathervane position.
7. All rigging must be removed from hoist blocks.
8. All power at the base of tower cranes must be disconnected.

(3) A person licensed under this part who intentionally violates this section is subject to discipline under ss. 455.227 and 489.129.

(4) The Florida Building Commission shall establish best practices for the utilization of tower cranes and hoisting equipment on construction job sites during hurricane season and report its findings to the Legislature by December 31, 2026.

Section 26. Subsection (6) of section 553.902, Florida Statutes, is amended to read:

553.902 Definitions.—As used in this part, the term:

(6) “Renovated building” means a residential or nonresidential building undergoing alteration that varies or changes insulation, HVAC systems, water heating systems, or exterior envelope conditions, if the estimated cost of renovation exceeds 30 percent of the assessed value of the structure. However, if the alteration is a result of a natural disaster that is the subject of a declaration of a state of emergency by the Governor, the estimated cost of renovation must exceed 75 percent of the fair market value of the building before the natural disaster.

Section 27. The Division of Emergency Management shall consult with local governments, the Department of Business and Professional Regulation, the Department of Environmental Protection, and any other appropriate agencies to develop recommendations for statutory changes necessary to streamline the permitting process for repairing and rebuilding structures damaged during natural emergencies. By July 1, 2026, the division shall provide a report containing such recommendations to the President of the Senate and the Speaker of the House of Representatives.

Section 28. (1) Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR-4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome amendments to its comprehensive plan or land development regulations; or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site

plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before October 1, 2027, and any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio. This subsection applies retroactively to August 1, 2024.

(2) Notwithstanding subsection (1), any comprehensive plan amendment, land development regulation amendment, site plan, development permit, or development order approved or adopted by a county or municipality before or after the effective date of this act may be enforced if:

(a) The associated application is initiated by a private party other than the county or municipality.

(b) The property that is the subject of the application is owned by the initiating private party.

(3)(a) A resident of or the owner of a business in a county or municipality may bring a civil action for declaratory and injunctive relief against the county or municipality for a violation of this section. Pending adjudication of the action and upon filing of a complaint showing a violation of this section, the resident or business owner is entitled to a preliminary injunction against the county or municipality preventing implementation of the moratorium or the comprehensive plan amendment, land development regulation, or procedure. If such civil action is successful, the resident or business owner is entitled to reasonable attorney fees and costs.

(b) Attorney fees and costs and damages may not be awarded pursuant to this subsection if:

1. The resident or business owner provides the governing body of the county or municipality written notice that a proposed or enacted moratorium, comprehensive plan amendment, land development regulation, or procedure is in violation of this section; and

2. The governing body of the county or municipality withdraws the proposed moratorium, comprehensive plan amendment, land development regulation, or procedure within 14 days; or, in the case of an adopted moratorium, comprehensive plan amendment, land development regulation, or procedure, the governing body of a county or municipality notices an intent to repeal within 14 days after receipt of the notice and repeals the moratorium, comprehensive plan amendment, land development regulation, or procedure within 14 days thereafter.

(4) This section expires June 30, 2028.

Section 29. The Division of Law Revision is directed to replace the phrase “the effective date of this act” wherever it occurs in this act with the date this act becomes a law.

Section 30. Except as otherwise provided in this act, this act shall take effect upon becoming a law.

Approved by the Governor June 26, 2025.

Filed in Office Secretary of State June 26, 2025.

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

Meeting Date: 7/28/2025

Prepared by: Jodi Nentwick

Title of Item:

DISCUSSION REGARDING THE MARTIN COUNTY COURTHOUSE PARKING REQUIREMENTS AND PROPOSED BRIGHTLINE FUTURE PARKING

Summary Explanation/Background Information on Agenda Request:

At the City Commission meeting held on June 23, 2025, during which Commissioner Collins requested a Discussion and Deliberation regarding the parking requirements at the Martin County Courthouse. On July 14, 2025, the Commission again raised the issue and asked for an in-depth discussion about the parking for Brightline and the Martin County Courthouse.

Funding Source:

N/A

Recommended Action:

Discussion and Deliberation

ATTACHMENTS:

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

Meeting Date: 7/28/2025

Prepared by: Michael Mortell

Title of Item:

DISCUSSION WITH CITY COMMISSION REGARDING PUBLIC WORKSHOPS FOR 121 SW FLAGLER AVENUE

Summary Explanation/Background Information on Agenda Request:

During the July 11, 2025, City Commission meeting, the Board requested staff to schedule a D&D to allow them to discuss the procedures to be followed during public workshops regarding the City Hall location, including moderators or third-party facilitators.

Funding Source:

Not applicable

Recommended Action:

Give direction to staff regarding future workshops.

ATTACHMENTS:

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

City Commission

Meeting Date: 7/28/2025

Prepared by: Lee Baggett

Title of Item:

DISCUSSION AND DELIBERATION ON THE FUTURE OF THE 1.97 ACRE COMMERCIAL LOT FRONTING NORTH US-1 OPPOSITE NORTH RIVER SHORES BOULEVARD

Summary Explanation/Background Information on Agenda Request:

During the City Commission Meeting on July 14, 2025, the City Commission discussed the 1.97 acre commercial lot that is located adjacent to Haney Creek. The City Commission is considering the construction and development of a trailhead and passive park using proceeds from the surtax imposed on City residents.

As a brief history of the Haney Creek parcel, the City purchased the final 53 acres jointly with the County in 2011 utilizing the ½ cent sales tax proceeds at the time. As joint owners of the 1.97 acres with the County, the City entered into an Interlocal Agreement with the County wherein the City agreed to lease the 1.97 acre parcel for commercial purposes in order to generate revenue for the costs of maintenance and any improvements of Haney Creek.

According to the referendum language, the residents of Stuart voted that the City should lease, long-term, the 1.97 – acre commercial lot fronting North US-1 opposite North River Shores Boulevard: the proceeds from which shall provide long-term maintenance of the adjoining 165 – acre Haney Creek Preserve, and other expenditures agreed upon by the City and Martin County. The results of the referendum were 916 in favor and 281 against (76% in favor). The City Attorney will be discussing the effect of the referendum and any steps necessary to accomplish the Commission's direction.

The City Manager will discuss the steps and costs necessary to build a parking lot and trail head at the location pursuant to the request from Commissioner Collins. Attached to the agenda is a summary of the evaluation performed in 2022. Staff has not incurred any expenses to update the cost analysis until such time as the Commission authorizes same.

Funding Source:

N/A

Recommended Action:

Discuss and Deliberate on the future of the 1.97 acre commercial lot located adjacent to Haney Creek and provide direction to staff.

ATTACHMENTS:

1. 115-2011
2. Referendum 2 acre parcel
3. Interlocal Funding Agreement 2011
4. Haney Creek Nature Trails Exhibits
5. Haney Creek pathways parking Cost sheet 2022



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

RESOLUTION NUMBER 115-2011

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA CONFIRMING THE RESULTS OF THE 2011 REGULAR MUNICIPAL ELECTION FOR THE CITY COMMISSION GROUP IV AND GROUP II; CHARTER AMENDMENT I, CHARTER AMENDMENT II AND CITY OF STUART REFERENDUM; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the results of 2011 General Election are now known, and have been officially certified and published by the City of Stuart Canvassing Board, as required by Section 7.06, Stuart City Charter, a copy of which is attached hereto as Exhibit "A"; and

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

SECTION 1: Candidate Frank Mezzapelle received 36% of the votes cast, and Candidate Kelli Glass received 64% of the votes cast, in Group IV, respectively, the results of which are now known, and which have been certified by the Canvassing Board, and are hereby confirmed by the City Commission as the "Official Results of the November 8, 2011 General Election."

SECTION 2: Kelli Glass received the highest number of votes cast, and a majority of the votes cast at the November 8, 2011 General Election, and she is declared elected as City Commissioner, Group IV, to a term of office commencing upon taking the oath of office at the Regular City Commission Meeting on November 28, 2011 at 5:30 P.M.

SECTION 3: Jeffrey A. Krauskopf ran unopposed, and by operation of law he is declared elected as City Commissioner, Group II, to a term of office commencing upon taking the oath of office at the Regular City Commission Meeting on November 28, 2011 at 5:30 P.M.

SECTION 4: A referendum on Ordinance 2233-2011, adopting amendments to the City Charter Sec. 7.03. – Qualification for Office was held on November 8, 2011, in which the following ballot questions were posed, as follows:

CHARTER AMENDMENT REQUIRING
CITY COMMISSION CANDIDATES TO MAINTAIN TWELVE MONTHS
RESIDENCY IMMEDIATELY PRECEDING AN ELECTION

Shall Section 7.03 of the City of Stuart Charter be amended to require that candidates for City Commissioner maintain continuous residency within the City for at least twelve months immediately preceding the election?

_____ Yes for Approval

_____ No for Rejection

SECOND CHARTER AMENDMENT REQUIRING
CONTINUOUS RESIDENCY OF COMMISSIONERS WITHIN
THE CITY ONCE ELECTED

Shall Section 7.03 of the City of Stuart Charter be amended to require that elected Commissioners maintain continuous residency within the City once elected to office?

_____ Yes for Approval

_____ No for Rejection

SECTION 5: The results as shown on Exhibit "A" are hereby certified as the "Official Results of the November 8, 2011 General Election," and Ordinance No. 2233-2011 is hereby declared "Approved," and shall be effective as provided therein; and

SECTION 6: A referendum ballot question was posed seeking voter approval under City Charter Section 9.0, and the number of ballots cast, was as follows:

LONG-TERM LEASE OF CITY-OWNED COMMERCIAL LOT ADJOINING CITY PROPERTY
FRONTING TIDALLY- INFLUENCED WATERS

Shall the City lease, long-term, the 1.97-acre commercial lot fronting North US-1 opposite North River Shores Boulevard; the proceeds from which shall provide long-term maintenance of the adjoining 165-acre Haney Creek Preserve and other expenditures agreed upon by the City and Martin County?

_____ Yes for approval

_____ No for rejection

SECTION 7: The results as shown on Exhibit "A," are hereby confirmed as the "Official Results of the November 8, 2011 General Election," and the referendum question is declared "Approved."

SECTION 8: This Resolution shall take effect immediately upon adoption.

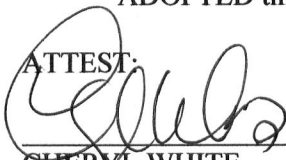
Commissioner Mortell offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner Clarke and upon being put to a roll call vote, the vote was as follows:

JEFFREY A. KRAUSKOPF MAYOR
JAMES A. CHRISTIE, Jr., VICE MAYOR
EULA R. CLARK, COMMISSIONER
TROY A. McDONALD, COMMISSIONER
MICHAEL J. MORTELL, COMMISSIONER

YES	NO	ABSENT
✓		
✓		
✓		
✓		
✓		

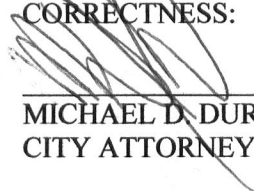
ADOPTED this 24th day of November, 2011.

ATTEST:


CHERYL WHITE
CITY CLERK


JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:


MICHAEL D. DURHAM
CITY ATTORNEY



UNOFFICIAL
NOVEMBER 8, 2011 ELECTION RESULTS

	PRCNT 2	PRCNT 6	PRCNT 7	PRCNT 8	EARLY VOTING	ABSENTEES	%	TOTAL
GROUP IV								
KELLI GLASS	35	22	241	72	83	326	64.2%	779
FRANK MEZZAPELLE	20	9	127	56	67	155	35.8%	434
CITY OF STUART CHARTER AMENDMENT								
YES FOR APPROVAL Charter Amendment requiring City Commission Candidates to maintain twelve months residency immediately preceding the election.	54	29	351	117	145	477	96.5%	1173
NO FOR REJECTION Charter Amendment requiring City Commission Candidates to maintain twelve months residency immediately preceding the election.	2	2	12	8	2	17	3.5%	43
CITY OF STUART SECOND CHARTER AMENDMENT								
YES FOR APPROVAL Second Charter Amendment requiring continuous residency of Commissioners within the City once elected.	55	28	350	118	146	486	96.7%	1183
NO FOR REJECTION Second Charter Amendment requiring continuous residency of Commissioners within the City once elected.	0	3	17	6	2	13	3.3%	41
CITY OF STUART REFERENDUM								
YES FOR APPROVAL Long-Term Lease of City-Owned Commercial Lot adjoining City Property fronting tidally-Influenced Waters.	40	23	252	91	109	400	76.5%	915
NO FOR REJECTION Long-Term Lease of City-Owned Commercial Lot adjoining City Property fronting tidally-Influenced Waters.	17	6	106	29	37	86	23.5%	281

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

Meeting Date: 11/14/2011

Prepared by: Cherie White

Ordinance/Resolution No. 115-2011

Title of Item:

Official Election Results November 8, 2011 General Election and Referendum

Summary Explanation/Background Information on Agenda Request:

Traditionally, the City Commission "approves" the results of the election by Resolution. This is a ministerial act because the Canvassing Board has the Charter responsibility of certifying the results. But, it is also a practical formality because it sets forth the transition of the government from one commissioner to another, and in this case confirms the adoption of the Charter Ordinance and the Haney Creek referendum.

At the time the Agenda was published, the "Official Results" have not been certified by the Canvassing Board. We are awaiting the clearance of one more "provisional" ballot, which may not occur until November 10th. As a result, we are attaching the "Unofficial Results" which will be replaced at the Meeting of November 14th.

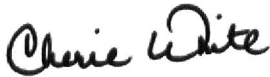
Funding Source:

Not Applicable

Recommended Action:

Motion to approve Resolution No. 115-2011

Official Election Results



White, Cherie
City Clerk



Nicoletti, Paul
City Manager

OFFICIAL CITY OF STUART REGULAR ELECTION BALLOT
NOVEMBER 8, 2011

INSTRUCTIONS TO VOTER		CITY OF STUART REFERENDUM
TO VOTE, COMPLETELY FILL IN THE OVAL ☐ NEXT TO YOUR CHOICE. YOU MUST USE A NUMBER 2 PENCIL. IF YOU MAKE A MISTAKE, DON'T HESITATE TO ASK FOR A NEW BALLOT. IF YOU ERASE OR MAKE OTHER MARKS, YOUR VOTE MAY NOT COUNT.		LONG-TERM LEASE OF CITY-OWNED COMMERCIAL LOT ADJOINING CITY PROPERTY FRONTING TIDALLY-INFLUENCED WATERS Shall the City lease, long-term, the 1.97-acre commercial lot fronting North US-1 opposite North River Shores Boulevard; the proceeds from which shall provide long-term maintenance of the adjoining 165-acre Haney Creek Preserve and other expenditures agreed upon by the City and Martin County?
CITY OF STUART		
CITY COMMISSION, GROUP IV (Vote for One)		
☐ Kelli Glass ☐ Frank Mezzapelle		☐ YES FOR APPROVAL ☐ NO FOR REJECTION
CITY OF STUART CHARTER AMENDMENTS		
CHARTER AMENDMENT REQUIRING CITY COMMISSION CANDIDATES TO MAINTAIN TWELVE MONTHS RESIDENCY IMMEDIATELY PRECEDING AN ELECTION		
Shall Section 7.03 of the City of Stuart Charter be amended to require that candidates for City Commissioner maintain continuous residency within the City for at least twelve months immediately preceding the election?		
☐ YES FOR APPROVAL ☐ NO FOR REJECTION		
SECOND CHARTER AMENDMENT REQUIRING CONTINUOUS RESIDENCY OF COMMISSIONERS WITHIN THE CITY ONCE ELECTED		
Shall Section 7.03 of the City of Stuart Charter be amended to require that elected Commissioners maintain continuous residency within the City once elected to office?		
☐ YES FOR APPROVAL ☐ NO FOR REJECTION		
END OF BALLOT		

RENDERED & FILED IN
 THE OFFICE OF
 THE STUART CITY CLERK
Sept 16 2011

North Stuart Baptist Church

PRECINCT 2

Typ.01 Seq.0001 Sp.01

7.7.001/012503-14 © Election Systems & Software, Inc. 1981, 2002



Vicki Davis
Martin County
Supervisor of Elections

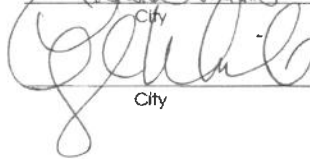


**2011 City of Stuart Regular Election
Final Ballot Approval Form**

We hereby verify and approve the final layout of the 2011
City of Stuart Regular Election ballot.



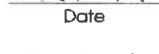
City



City



Date



Date

Phone 772.288.5637 • Fax: 772.288.5765 • www.MartinVotes.com
135 SE Martin Luther King, Jr. Blvd. • P.O. Box 1257 • Stuart, FL 34995

CITY OF STUART NOTICE OF EARLY VOTING ; GENERAL MUNICIPAL ELECTION & REFERENDUM; LOGIC AND ACCURACY TESTING OF VOTING EQUIPMENT AND CANVASSING BOARD MEETING

Notice is hereby given by the City Clerk of the City of Stuart, Florida that the City of Stuart will conduct a General Municipal Election for City Group IV and Referendum.

Sample Ballot

INSTRUCTIONS TO VOTER

PLEASE PRINT YOUR NAME IN THE SPACE PROVIDED TO YOUR NAME. DO NOT WRITE IN THESE SPACES.

IF YOU HAVE A BALLOT FOR A CITY GROUP, PLEASE PRINT YOUR NAME IN THE SPACE PROVIDED TO YOUR NAME. DO NOT WRITE IN THESE SPACES.

City Commission

City Commission, Mayor of Stuart, Fla.

YES FOR APPROVAL

NO FOR REJECTION

Referendum

CHARTER AMENDMENT

CITY COMMISSION CANVASSING BOARD TO VOTERS

YES FOR APPROVAL

NO FOR REJECTION

Referendum

Referendum 7.02 of the City of Stuart Charter to amend the Charter to provide for the City of Stuart to have a City Group IV and Referendum.

YES FOR APPROVAL

NO FOR REJECTION

SAMPLE

Logic and Accuracy testing of voting equipment (FS. 101.5612) will be held on Thursday October 27, 2011 at 9:00 a.m. at the Martin County Supervisor of Elections Center, 135 SE Martin Luther King, Jr. Blvd. Stuart, FL 34994.

Early Voting will begin on Saturday, October 29, 2011 through Saturday, November 5, 2011 from 8:30 a.m. to 4:30 p.m. Early Voting will only be held at the City of Stuart City Hall Commission Chambers 121 SW Flagler Avenue, Stuart FL 34994

The General Municipal Election and Referendum will be held on November 8, 2011, the polls will be open from 7:00 a.m. to 7:00 p.m. Those registered voters of the City of Stuart will vote at their regular assigned precinct on Election Day.

The City of Stuart Canvassing Board will hold a public meeting at the City of Stuart City Hall on November 14, 2011 at 12:00 p.m. 121 SW Flagler Avenue Stuart, FL to certify the "Official General Election and Referendum Results."

Please contact the Office of the City Clerk, 121 SW Flagler Avenue, Stuart, Florida, between the hours of 8:30 a.m. and 4:30 p.m., 772-288-5306.

STUART CITY COMMISSION
Cheryl White, City Clerk

PUBLISH: October 3, 2011 and October 17, 2011
Local Display Ad/Affidavit Required

**FUNDING AGREEMENT
BETWEEN
THE CITY OF STUART
AND
MARTIN COUNTY
(HANEY CREEK)**

THIS AGREEMENT (the "Agreement") is made and entered into as of this 14th day of June, 2011, by and between **the City of Stuart, a municipal corporation of the State of Florida (the "City")** and **Martin County, a political subdivision of the State of Florida (the "County")**.

BACKGROUND AND OBJECTIVES

WHEREAS, the City is a municipal corporation of the State of Florida and is authorized by the Florida Interlocal Cooperation Act of 1969, as amended, to enter into agreements with the County for the purposes set forth herein; and

WHEREAS, the County is a political subdivision of the State of Florida and is authorized by the Florida Interlocal Cooperation Act of 1969, as amended, to enter into agreements with the City for the purposes set forth herein; and

WHEREAS, effective as of May 6, 2011, the City, as Buyer, and **TCoast Holdings, LLC, a Florida limited liability company, as Sellers**, entered into that certain Agreement to Purchase and Sell Real Estate (the "Agreement") for the acquisition of Haney Creek Parcel located within the City of Stuart in Martin County consisting of approximately 51.4 acres more or less, for Three Million Eight Hundred Twenty- Five Dollars (\$3,825,000.00), and

WHEREAS, the City has determined, subject to referendum, that it will use two acres, more or less, (located adjacent to US1) (the "Carve-out Parcel") of the 51.4 acres for commercial purposes in order to generate revenue for the improvement, maintenance and management of the remainder of the Haney Creek Parcel and adjoining conservation lands; and

WHEREAS, the City applied to the County Land Acquisition Selection Committee ("LASC") to receive funds from the Martin County Half-Cent Sales Tax, pursuant to Martin County Ordinance No. 711 to acquire environmentally significant land for the purpose of preserving, conserving and restoring the St. Lucie River and to provide connections and wildlife corridors between publicly owned parks and conservation land; and

WHEREAS, on April 12, 2011, the Martin County Board of County Commissioners received and approved the recommendation of the LASC to provide fifty (50%) percent matching funds to partner with the City to fund the purchase of the Haney Creek Parcel; and

WHEREAS, the City further met the requirements of Ordinance 711 by providing fifty percent (50%) matching funds towards the purchase of the Haney Creek Parcel; and

WHEREAS, the City will also convey, at no cost, to the County a fifty percent (50%) interest in a 1.63 acre parcel that is connected to Wright Boulevard (the "Flag Parcel"), which Flag Parcel is contiguous to the Haney Creek Parcel and has previously been improved with a parking lot that will be used to provide public access; and

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

1. COUNTY'S CONTRIBUTION

1.1 The above recitals in the "Background and Objectives" section are true and correct, and incorporated herein.

1.2 The County will provide a contribution to the City for the City's acquisition of 49.4 acres, more or less, (hereinafter described as the Property), as described in Exhibit "A" attached hereto and made a part hereof, in the amount of One Million Eight Hundred Thirty Seven Thousand Five Hundred and 00/100 (\$1,837,500.00) and the County will receive a fifty (50%) percent undivided interest in the Parcel.

2. COUNTY CLOSING PROCEDURE

2.1 The City will cooperate with the County in order to receive the Half-Cent Sales Tax funding by providing the following documents to the County for review and approval prior to the Closing set forth in section 2.3 below.

- a. A fully executed copy of the Agreement for Purchase and Sale between the City and TCoast Holdings, LLC, a Florida limited liability company.
- b. A fully executed copy of this Funding Agreement between the City and Martin County.
- c. The proposed closing statement.
- d. The proposed Special Warranty Deed from TCoast Holdings, LLC, a Florida limited liability company conveying a fifty percent (50%) undivided interest in the Property to the City of Stuart, and a fifty percent (50%) undivided interest in the Property to Martin County.
- e. The proposed Special Warranty Deed, at no consideration, from the City conveying a fifty percent (50%) undivided interest in the Flag Parcel as described in Exhibit "B" attached hereto and made a part hereof to Martin County, at no cost.

f. A survey of the Property prepared to ALTA standards and certified to the City, the County and the Title Insurance Company.

g. A survey of the Flag Parcel prepared to ALTA standards and certified to the City, the County and the Title Insurance Company.

h. A title insurance commitment for the amount of the purchase price, naming the City and County as co-insured with copies of all documents referenced on Schedule B-I and B-II of the commitment for the Property

i. A title insurance commitment for the amount of \$344,000.00, naming the City and County as co-insured with copies of all documents referenced on Schedule B-I and B-II of the commitment for the Flag Parcel.

j. An environmental site assessment of the Property and the Flag Parcel, certified to the City and the County, which meets the standards and requirements of ASTM practice E1527, and with a date of certification within 45 days of the date of acquisition of the Property by the City, together with a statement required by Rule 9K-8.021(4), F.A.C.

2.2 At least ten (10) business days prior to the Closing Date, the City shall provide a closing statement and an invoice in the amount of the County's contribution of **One Million, Eight Hundred Thirty Seven Thousand Five Hundred and 00/100 Dollars (\$1,837,500.00) or fifty percent (50%) of the purchase price of the Property, whichever is less**, and copies of all documents with respect to the acquisition of the Property as set forth in Section 2.1 above; and specific wiring instructions to the County. The County shall provide the invoiced amount to the account specified by the closing agent at the Closing. If, for any reason, the County has delivered its funds and the Closing does not occur, the funds shall immediately be returned to the County within 1 business day.

2.3 At Closing, the City shall cause the Seller to convey to each of the County and the City an undivided fifty percent (50%) interest in the Property by special warranty deed. The City shall also convey an undivided fifty percent (50%) interest in the Flag Parcel to the County by Special Warranty Deed at no cost. The City shall be responsible, at its expense, with respect to any costs incurred, including but not limited to closings costs, documentary stamps, if any, recording fees, survey, and the title insurance premium. Closing with the County is conditioned upon both the City and the County closing with Seller on the Property.

3. NOTICES

All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be sent by registered or certified, return receipt requested, or facsimile, to the parties as follows:

City: Stuart City Commission
 ATTN.: Paul Nicoletti, City Manager & City Attorney

121 SW Flagler Avenue
Stuart, Florida 34994

County: Martin County Board of County Commissioners
ATTN.: Taryn Kryzda, County Administrator
2401 SE Monterey Road
Stuart, Florida 34996

or to such other address as may hereafter be provided by the parties in writing. Notices sent registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt.

4. TERM OF AGREEMENT; EXTENSION; TERMINATION

4.1 This Agreement shall be in effect for an initial term of five (5) years ("Term"), commencing on the date of execution by the last party to sign.

4.2 This Agreement may be extended upon the same terms and conditions by mutual written agreement of both parties.

4.3 This Agreement shall terminate automatically unless the same is extended by mutual written agreement prior to the expiration date of this Agreement. In addition any other provisions which by their terms survive the expiration or termination of this Agreement, sections 7, 8 and 9 survive the expiration or termination of this Agreement.

5. AUTHORITY OF PARTIES TO ENTER INTO AGREEMENT

5.1 The City represents that (1) this Agreement has been duly authorized, executed and delivered by the Mayor of the City of Stuart, and (2) it has the required power and authority to perform this Agreement.

5.2 The County represents that (1) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of Martin County, and (2) it has the required power and authority to perform this Agreement.

6. AVAILABILITY OF FUNDING

This Agreement is subject to the availability of funding by the parties and does not obligate future appropriations for the obligations created herein.

7. TRANSFER OF THE PROPERTY AND DEDICATION/CERTIFICATION.

The County or City shall not sell, transfer or convey any right, title, or interest in the Property or create any lien or encumbrance or otherwise alter or encumber title to the Property without the prior written consent of the City and the County.

8. MANAGEMENT OF ACQUIRED PROPERTY

8.1 The managing agency for the Property shall be the City.

8.2 A management plan with respect to the Property and the Flag Parcel (hereinafter described as the "Site") shall be prepared by the City. The management plan shall provide for all aspects of the improvement, use, management, and operation of the Site, including land uses that are compatible with the restoration goals and purposes, conservation and appropriate public recreational uses where such recreational uses are compatible with conservation requirements. The management plan shall include provisions for passive recreation, such as: (a) conducting limited land clearing for the purpose of constructing such pervious facilities as docks, boardwalks or mulched walking trails; and (b) construction and maintenance of passive public use facilities for the purpose of educating the public or allowing public access and recreation which have minimal or no impact on natural resources; and (c) placing signs and markers as necessary to identify trails, restoration areas, or other site features related to public use and land management activities; and (d) construction and maintenance to the extent allowed by current and future permits, at grade, management roads, fire breaks, trails, walkways, piers, observation platforms or boardwalks necessary to provide public access and management activities as provided for in the site's management plan; and (e) removal or killing by any lawful means, exotic or nuisance vegetation or animal species, conducting prescribed burns and conducting other management activities necessary to carry out management for conservation purposes; and (f) conducting restoration and enhancement projects which do not conflict with the purpose of this Agreement. A management plan with respect to the Site shall not become final until reviewed and approved in writing by the County. Any modification to the management plan with respect to the Site shall also require the approval of the County. The City shall be responsible, at its expense, for the construction, maintenance, and rehabilitation of any facilities or improvements on the Site for conservation, recreation or public access, including those required pursuant to the management plan for the Site. The City shall provide its proposed management plan to the County prior to June 14, 2012. The management plan shall require the City to change the Comprehensive Plan Future Land Use Map designation and zoning district of the Property to the conservation Future Land Use Map designation and the "P- Public Service" zoning district.

8.3 The City agrees that any and all revenue, other than taxes, received by the City from sale, lease or otherwise, from the Carve-out Parcel shall be perpetually and exclusively used for the improvement, use, management and operation of the Site and adjoining conservation parcels (see Exhibit "C"). All such improvement, maintenance, and operation shall comply with Martin County Ordinance 711 (see Exhibit "D"). In the event the revenue exceeds the expenses for the improvement, use, management and operation of the site, then the expenditure of any such surplus revenue shall be subject to the prior agreement of the City and County, which agreement shall not be unreasonably withheld or denied.

8.4 The City shall annually provide the County with an accounting of all revenues received from the Carve-out Parcel and the use of those revenues.

9. DISPUTE RESOLUTION

In the event a dispute arises concerning any provision of this Agreement, which the parties cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial and shall be selected by the parties. The cost of the mediation shall be borne equally by the parties. In the event the parties are unable to resolve their dispute through mediation, they shall have the right to pursue whatever remedies are available at law or in equity.

10. ADDITIONAL PROVISIONS

The provisions in this Agreement, and the obligations of the parties hereto under this Agreement may be modified or amended by mutual written agreement of the parties.

11. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

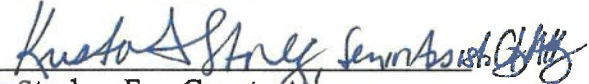
ATTEST:


Marsha Ewing, Clerk

MARTIN COUNTY BOARD OF
COUNTY COMMISSIONERS, a political
subdivision of the State of Florida

By 
Sarah Heard, Vice-Chairman

Approved as to form and correctness:

By: 
Stephen Fry, County Attorney

ATTEST:


Cheryl White, City Clerk

CITY OF STUART, a municipal corporation of the
State of Florida

By: 
Mayor

Approved as to Form and
Correctness:

By: 
Paul J. Nicoletti, City Attorney



GENERAL NOTES

LICENSED ENGINEER:		Tim Voelker
DRAWN BY:		Collin McMahon
REVIEWED BY:		Marc Rogolino
4.		
3.		
2.		
1.		
NO.	REVISION	DATE

CITY OF STUART
UTILITIES & ENGINEERING
121 SW FLAGLER AVE.
STUART, FL 34994

PROJECT INFO:

PARKING SITE PLAN
Haney Creek Nature Trails
Stuart, FL

PROJECT #:	SHEET #: 01
DATE: ####	
SCALE: 1:40	



GENERAL NOTES

LICENSED ENGINEER: Tim Voelker

DRAWN BY: Collin McMahon

REVIEWED BY: Marc Rogolino

4.		
3.		
2.		
1.		
NO.	REVISION	DATE

CITY OF STUART
UTILITIES & ENGINEERING
121 SW FLAGLER AVE.
STUART, FL 34994

PROJECT INFO:

PARKING SITE PLAN 2
Haney Creek Nature Trails
Stuart, FL

PROJECT #: ----	SHEET #: 02
DATE: ####	
SCALE: 1:40	





GENERAL NOTES

LICENSED ENGINEER:	Tim Voelker	
DRAWN BY:	Collin McMahon	
REVIEWED BY:	Marc Rogolino	
4.		
3.		
2.		
1.		
NO.	REVISION	DATE

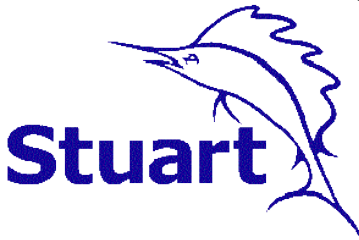
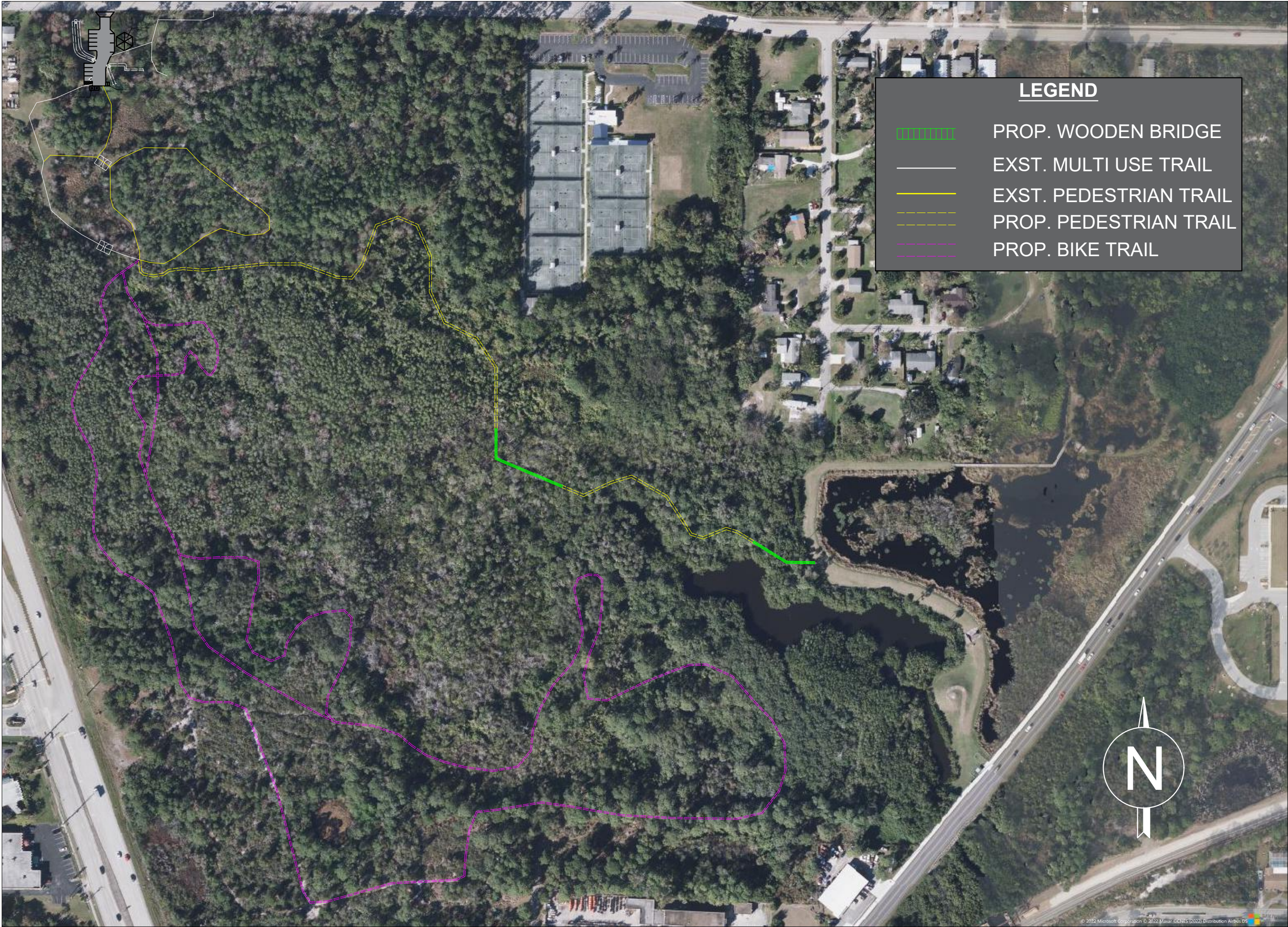
CITY OF STUART
UTILITIES & ENGINEERING
121 SW FLAGLER AVE.
STUART, FL 34994

PROJECT INFO:

PARKING SITE PLAN 3
Haney Creek Nature Trails
Stuart, FL

PROJECT #:	03	SHEET #:

DATE:		
####		
SCALE:		
1:40		



GENERAL NOTES

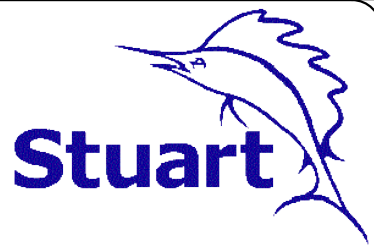
LICENSED ENGINEER:		Tim Voelker
DRAWN BY:		Collin McMahon
REVIEWED BY:		Marc Rogolino
4.		
3.		
2.		
1.		
NO.	REVISION	DATE

CITY OF STUART
UTILITIES & ENGINEERING
121 SW FLAGLER AVE.
STUART, FL 34994

PROJECT INFO:

NATURE TRAILS PLAN
Haney Creek Nature Trails
Stuart, FL

PROJECT #: ----	SHEET #: 04
DATE: ####	
SCALE: NTS	



GENERAL NOTES

LICENSED ENGINEER: Tim Voelker

DRAWN BY: Collin McMahon

REVIEWED BY: Marc Rogolino

4.		
3.		
2.		
1.		
NO.	REVISION	DATE

CITY OF STUART
UTILITIES & ENGINEERING
121 SW FLAGLER AVE.
STUART, FL 34994

PROJECT INFO:

NATURE TRAILS PLAN
Haney Creek Nature Trails
Stuart, FL

PROJECT #: ----	SHEET #: 05
DATE: ####	
SCALE: NTS	



CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

HANEY PARK - CONCEPTUAL DESIGN PEDESTRIAN PATH, BIKE PATH, PARKING & RESTROOM ENGINEERS' OPINION OF PROBABLE CONSTRUCTION COST

5/23/2022

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PROJECT COST
101-1A	MOBILIZATION/GENERAL CONDITIONS/BONDS	LS	1	\$ 34,841.94	\$ 34,841.94
101-1B	PRE-CONSTRUCTION VIDEO	LS	1	\$ 500.00	\$ 500.00
101-1C	CONSTRUCTION SURVEY LAYOUT & RECORD DRAWINGS	LS	1	\$ 5,000.00	\$ 5,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 5,000.00	\$ 5,000.00
104-10-3	SEDIMENT BARRIER	LF	750	\$ 1.00	\$ 750.00
104-11	FLOATING TURBIDITY BARRIER	LF	760	\$ 10.00	\$ 7,600.00
104-15	SOIL TRACKING PREVENTION DEVICE	EA	1	\$ 3,000.00	\$ 3,000.00
110-1-1	CLEARING & GRUBBING	AC	1.43	\$ 7,500.00	\$ 10,725.00
120-1	EXCAVATION	LS	1	\$ 15,000.00	\$ 15,000.00
120-6	EMBANKMENT	LS	1	\$ 15,000.00	\$ 15,000.00
160-4A	PEDESTRIAN PATH (CLEAR AND COMPACT) 6' WIDE	SY	1160	\$ 8.00	\$ 9,280.00
160-4B	PEDESTRIAN PATH (CLEAR AND COMPACT) 4' WIDE	SY	3600	\$ 8.00	\$ 28,800.00
160-4C	TYPE B STABILIZATION (12" THICK)	SY	1070	\$ 5.50	\$ 5,885.00
285-706	OPTIONAL BASE GROUP 06 (8" THICK)	SY	1050	\$ 11.00	\$ 11,550.00
334-1-13A	SUPERPAVE ASPHALTIC CONCRETE SP 9.5 (1.5" THICK)	TON	85	\$ 110.00	\$ 9,350.00
425-1-521	INLET DT BOTTOM TYPE C, < 10'	EA	2	\$ 3,400.00	\$ 6,800.00
425-1-559	OUTFALL CONTROL STRUCTURE	EA	1	\$ 5,000.00	\$ 5,000.00
430-175-118	PIPE CULVERT, RCP, 18" ROUND	LF	300	\$ 50.00	\$ 15,000.00
430-175-124	PIPE CULVERT, RCP, 24" ROUND	LF	50	\$ 61.00	\$ 3,050.00
430-982-129	MITERED END SECTION, RCP, 24" ROUND	EA	2	\$ 1,500.00	\$ 3,000.00
470-1	BOARDWALK (OVER WETLAND) (WOODEN STRUCTURE - COMPLETE)	SF	2,280	\$ 45.00	\$ 102,600.00
515-2312	ALUMINUM RAILING - BOARDWALK	LF	0	\$ 50.00	\$ -
522-2	CONCRETE SIDEWALK/PADS, 6" THICK	SY	55	\$ 60.00	\$ 3,300.00
700-1-11A	SINGLE POST SIGN F&I, GROUND MOUNT, UP TO 12SF (HC SIGN)	AS	1	\$ 350.00	\$ 350.00
700-1-11B	SINGLE POST SIGN F&I, GROUND MOUNT, UP TO 12SF (STOP)	AS	1	\$ 350.00	\$ 350.00
700-1-11C	SINGLE POST SIGN F&I, GROUND MOUNT, UP TO 12SF (WAYFINDING)	AS	50	\$ 300.00	\$ 15,000.00
711-11-100	THERMOPLASTIC, STD, WHITE, SOLID, 6"	LF	300	\$ 2.00	\$ 600.00
711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	16	\$ 5.90	\$ 94.40
711-11-160	THERMOPLASTIC, STD, BLUE, HANDICAPPED MESSAGE (COMPLETE)	EA	1	\$ 400.00	\$ 400.00
711-11-170	THERMOPLASTIC, STD, WHITE, ARROW	EA	2	\$ 120.00	\$ 240.00
711-11-200	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	LF	160	\$ 2.00	\$ 320.00
1050-41201	UTILITY PIPE, F&I, 1" POLYETHELENE WATER LINE	LF	250	\$ 15.00	\$ 3,750.00
1050-42202	UTILITY PIPE, F&I, 2" HDPE FORCE MAIN	LF	300	\$ 20.00	\$ 6,000.00
1055-31706	UTILITY PIPE & FITTING, F&I, 6" SANITARY CLEANOUT	AS	1	\$ 1,500.00	\$ 1,500.00
1080-21100	UTILITY FIXTURE, F&I, 1" METER ASSMBLY & RPZ	AS	1	\$ 5,000.00	\$ 5,000.00
1080-23100	UTILITY FIXTURE, F&I, 1" TAPPING SADDLE	AS	1	\$ 1,500.00	\$ 1,500.00
1080-23102B	UTILITY FIXTURE, F&I, 2" TAPPING SADDLE (SEWER)	AS	1	\$ 2,000.00	\$ 2,000.00
1080-2400	UTILITY FIXTURE, F&I, 1" GATE VALVE ASSEMBLY	EA	1	\$ 750.00	\$ 750.00
1080-2402	UTILITY FIXTURE, F&I, 2" GATE VALVE ASSEMBLY	EA	1	\$ 1,000.00	\$ 1,000.00
1080-25102A	UTILITY FIXTURE, F&I, 1-1/2" HOSE BIB	AS	2	\$ 850.00	\$ 1,700.00
1080-32112	FIXTURE - SAMPLE POINT, F&I	EA	2	\$ 750.00	\$ 1,500.00
1501-1	GRINDER STATION, COMPLETE	LS	1	\$ 10,000.00	\$ 10,000.00
2000-1	PAVILION	LS	1	\$ 15,000.00	\$ 15,000.00
2000-2	KIOSK	EA	1	\$ 10,000.00	\$ 10,000.00
2000-3	WHEEL STOPS	EA	9	\$ 75.00	\$ 675.00
2000-4	RESTROOM - INSTALL ONLY	LS	1	\$ 15,000.00	\$ 15,000.00
2000-5	FPL POWER (ALLOWANCE)	LS	1	\$ 5,000.00	\$ 5,000.00
SUB TOTAL					\$ 398,761.34
20% CONTINGENCY					\$ 79,752.27
GRAND TOTAL					\$ 478,513.61