



City of Stuart

A G E N D A
STUART COMMUNITY REDEVELOPMENT/HISTORIC PRESERVATION
BOARD

TO BE HELD OCTOBER 5, 2021 AT 4:00 PM
121 SW FLAGLER AVENUE, STUART FL 34994
121 S.W. FLAGLER AVE.
STUART, FLORIDA 34994

COMMUNITY REDEVELOPMENT BOARD

Chairman - Chris Lewis
Vice Chairman - Tom Campenni
Board Member - Nina Dooley
Board Member - Katherine Makemson
Board Member - Nikolaus Schroth
Board Member - Frank Wacha
Board Member - Pete Walson

ADMINISTRATIVE

Development Director, Kev Freeman
CRA Administrator, Pinal Gandhi-Savdas
Board Secretary, Jordan Pinkston

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 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.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Approval of September 14, 2021 Minutes

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (3 min. max)

COMMENTS FROM THE BOARD MEMBERS

COMMUNITY REDEVELOPMENT BOARD

1. Presentation - Solicit RFP for East Ocean Redevelopment
2. Applications Coming Before the Board

OTHER MATTERS BEFORE THE BOARD

HISTORIC PRESERVATION BOARD MATTERS

STAFF UPDATE

ADJOURNMENT

UPCOMING MEETINGS and EVENTS

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CRB/HPB Board**

Meeting Date: 10/5/2021

Prepared by: Jordan Pinkston

Title of Item:

Approval of September 14, 2021 Minutes.

Summary Explanation/Background Information on Agenda Request:

N/A.

Funding Source:

N/A.

Recommended Action:

Approve.

ATTACHMENTS:

Description	Upload Date	Type
▣ CRB Minutes_9.14.2021	9/30/2021	Cover Memo



MINUTES

COMMUNITY REDEVELOPMENT/HISTORIC PRESERVATION BOARD

SEPTEMBER 14, 2021 AT 4:00PM

CITY COMMISSION CHAMBERS

121 S.W. FLAGLER AVE.

STUART, FLORIDA 34994

COMMUNITY REDEVELOPMENT BOARD MEMBERS

Chairman – Chris Lewis

Vice Chairman – Tom Campenni

Board Member – Nina Dooley

Board Member – Katherine Makemson

Board Member – Nikolaus Schroth

Board Member – Frank Wacha

Board Member – Pete Walson

ADMINISTRATIVE

Development Director, Kev Freeman

CRA Administrator, Pinal Gandhi-Savdas

Board Secretary, Jordan Pinkston

CALL TO ORDER



4:01PM

Tom Campenni took position of Chair in Chris Lewis's absence.

ROLL CALL

Present: Tom Campenni, Nina Dooley, Pete Walson, Nikolaus Schroth, Nina Dooley, Katherine Makemson, Frank Wacha

Absent: Chris Lewis

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

Action: Approve August 3, 2021 minutes with the following condition:

1. Add Frank Wacha to those present.

Moved by: Pete Walson
Seconded by: Nik Schroth
Motion passed unanimously.

APPROVAL OF AGENDA

Action: Approve.

Moved by: Pete Walson

Seconded by: Katie Makemson

Motion passed unanimously.

Nina Dooley arrived.  4:03PM

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS (3 min. max): None.

COMMENTS FROM THE BOARD MEMBERS ON NON-AGENDA ITEMS:

Frank Wacha spoke about an incident that happened on the City's dock and recommended a ladder on the dock.

COMMUNITY REDEVELOPMENT BOARD

1. Ordinance No. 2464-2021; Sportfish Marina UPUD

PRESENTATION: Kev Freeman, Development Director  4:07PM

COMMENTS FROM THE BOARD MEMBERS:

Pete Walson asked about restrictions of underground parking.

Kev Freeman clarified that this was approved in the urban code years ago.

Discussion occurred about parking.

PRESENTATION: Mike McCarty, McCarty & Associates  4:18PM
Brent Wood, Architect  4:26PM
Susan O'Rourke, Traffic Consultant  4:40PM

Katie Makemson asked how many staff members were accounted for in the parking calculation.

Mike McCarty said fourteen staff members.

Pete Walson asked for clarification of the parking and marina calculations from the applicant and city standards for joint venture parking.

Susan O'Rourke clarified the calculations and addressed his concerns.

Discussion about parking and docking calculations occurred with comparisons to other municipalities.

Mike Mortell confirmed that they need to secure parking spaces before they can receive permits.

Mike McCarty confirmed they have ten spaces rented from Captec.

Katie Makemson asked about spaces in the front of the building and expressed concerns about overflow cars parking in neighboring spaces.

Mike McCarty confirmed who owns that lot.

Susan O'Rourke clarified peak times will vary to accommodate spaces.

Frank Wacha asked for further clarification of boat slips taking away from the parking space deduction.

Discussion occurred about slips within the marina being leased and effecting parking spaces.

Nik Schroth likes the concept of the proposal but is concerned about parking. He asked staff about the watermain under the proposed parking lot.

Mike Mortell confirmed the status of the easement.

Nik Schroth asked if the applicant has spoken with neighbors.

Mike McCarthy confirmed that they have offered to speak with members of the Harbor Ridge association and had a zoom meeting.

Nik Schroth spoke about the seawall, boardwalk, and height of neighboring buildings.

Brent Wood addressed questions.

Discussion occurred regarding parking options.

Joe Capra confirmed that Captec is leasing spaces to the applicant during peak restaurant hours, after 6PM during the week and all day on weekends to use for valet.

Kev Freeman asked for clarification of peak hours from Susan O'Rourke.

COMMENTS FROM THE PUBLIC (3 min. max):

1. Lauren Carroll (S. Federal Highway) – Represents Harbor Yacht Master Association. Requested that board rejects the application as submitted and believes that the parcel is too dense for the area and is concerned about parking. Shared further concerns about the development.
2. Paul Newman (NW Flagler Ave.) – Resident of Harbor Ridge. Expressed that he believes parking concerns were addressed and is in favor of the project.

COMMENTS FROM THE BOARD MEMBERS:

Frank Wacha disclosed that he has spoken to Debra Ross.

Pete Walson asked about language for parking requirements.

Kev Freeman confirmed that there is a condition that the applicant be required to complete 40 additional spaces.

Mike Mortell clarified what straight zoning allows and what this applicant is seeking as exceptions.

The board asked for clarification on vista dimensions.

Tom Campenni expressed his concerns that there is no plan on where additional parking will be located. He requested that the agenda item come back on a date certain of the applicant.

Pete Walson requested staff review the parking calculations more closely to advise the board of what is reasonable.

Kev Freeman supported the peak analysis that was originally shared with staff at 71 spaces.

Pete Walson said he would support staff's 71 space recommendation.

Katie Makemson said she would support 71 spaces with vertical construction.

Tom Campenni suggested they do not approve a project that is not fully complete.

Nik Schroth explained his thought process of approving the project. He requested minutes from the condo association that is opposing the project. He explained parking space requirements for the additional spaces and where they will be located.

MOTION

Action: Approve.

Moved by: Frank Wacha

Seconded by: Pete Walson

Motion second pulled by Pete Walson.
Motioned died for lack of second.

The board and staff further discussed the comfort level of approving the project without a parking plan.

Mike McCarty said that they would be willing to accept board's recommendations.

Frank Wacha said that he liked the idea of adding additional parking for the current neighboring residents. He proposed that there is no shared parking for the marina.

The board and staff discussed the application not being fully complete.

MOTION

Action: Approve with the following conditions:

1. Parking within 800 feet of the site.
2. Parking lot constructed prior to C/O being issued.
3. Staff come up with term limit for the parking lease to secure a permanent solution.
4. To reduce the required parking to 71 spaces.

Moved by: Pete Walson

Seconded by: Nik Schroth

Tom Campenni - No
Nina Dooley – No
Katie Makemson - Yes
Nik Schroth - Yes
Frank Wacha - No
Pete Walson - Yes

Motion fails.

MOTION

Action: Request that the applicant come back with a complete application at the next CRB meeting.

Moved by: Frank Wacha

Seconded by: Nik Schroth

Tom Campenni - Yes
Nina Dooley - Yes
Katie Makemson - Yes
Nik Schroth - Yes
Frank Wacha - Yes
Pete Walson - No

Motion passed with Pete Walson opposing.

2. **Resolution No. 2469-2021 - LDC Amendment to Sign Code**  **5:55PM**

PRESENTATION: Pinal Gandhi-Savdas, CRA Administrator

COMMENTS FROM THE BOARD MEMBERS: None.

COMMENTS FROM THE PUBLIC (3 min. max): None.

MOTION

Action: Approve.

Moved by: Frank Wacha

Seconded by: Nik Schroth

Motion passed unanimously.

3. Resolution No. 07-2021 CRA - Masterplan and Naming of the Triangle District



5:59PM

PRESENTATION: Pinal Gandhi-Savdas, CRA Administrator

Jessica Seymour, Treasure Coast Regional Planning Council

COMMENTS FROM THE BOARD MEMBERS: None.

COMMENTS FROM THE PUBLIC (3 min. max): None.

MOTION

Action: Approve.

Moved by: Frank Wacha

Seconded by: Nik Schroth

Motion passed unanimously.

4. Resolution No. 08-2021 CRA - Amendments to BIRP Guidelines



6:03PM

PRESENTATION: Pinal Gandhi-Savdas, CRA Administrator

COMMENTS FROM THE BOARD MEMBERS:

Frank Wacha asked that applicants bring a landscape plan of the improved area for the staff to review in the point system.

Nik Schroth suggested a list of items that the landscape code requires to see what the applicant is providing as a benchmark. He said they do not necessarily have to meet the code, but it would allow the applicant to check off certain boxes towards meeting the code.

Nina Dooley asked for clarification on the current landscape code.

Katie Makemson said she likes the idea of separating the grants into different programs.

Nik Schroth is open to upping the amount given if they meet an additional landscaping requirement.

Tom Campenni said landscaping should be an incentive in the point ranking for the current BIRP program.

The board further discussed alternative landscaping grant options.

Nik Schroth recommended expanding the qualifications of the BIRP program to allow landscaping.

COMMENTS FROM THE PUBLIC (3 min. max): None.

COMMENTS FROM THE BOARD MEMBERS:

Pete Walson spoke about a tree ordinance, benches, and beautification improvements.

MOTION

Action: Adopt recommended action #1 – Adopt Resolution No. 08-2021 with proposed amendments to the BIRP program with the following conditions:

1. Revise the BIRP agreement to remove the landscaping cap
2. Allow applicants to have landscaping plans apply for funds

Moved by: Nik Schroth

Seconded by: Frank Wacha

Motion passed unanimously.

OTHER MATTERS BEFORE THE BOARD:

Tom Campenni asked that staff come back with an agenda discussion item regarding the application completeness that comes forward.

The board and staff further discussed the issue.

Mike Mortell said that they can pass a resolution that will not allow staff to bring an incomplete application forward.

HISTORIC PRESERVATION BOARD MATTERS: None.

STAFF UPDATE: None.

ADJOURNMENT

UPCOMING MEETINGS and EVENTS: None.

Chris Lewis, Chair

Jordan Pinkston, Board Secretary

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CRB/HPB Board

Meeting Date: 10/5/2021

Prepared by: Pinal Gandhi-Savdas

Title of Item:

SOLICIT REQUEST FOR PROPOSAL (RFP) FOR REDEVELOPMENT OF THREE ADJOINING PARCELS "EAST OCEAN REDEVELOPMENT" ON SE OCEAN BLVD.

Summary Explanation/Background Information on Agenda Request:

In June 2020, the CRB and CRA approved acquisition of two of the three parcels on SE Ocean Blvd for redevelopment opportunity along SE Ocean Blvd corridor. The City purchased the adjacent larger parcel to move the City Hall functions to the building known as the Wells Fargo Bank.

The RFP to solicit redevelopment of all three adjoining parcels on East Ocean Blvd was presented to the City Commission on September 27, 2021. The City will be soliciting offers for the purchase or long-term lease of the property and development of industrial, office, retail, multi-family, mixed-use, recreational/entertainment and other uses that are associated with a vibrant downtown urban district.

The City's selection committee will evaluate proposals and will select the proposer which meets the best interest of the City. The evaluation committee (composed of five City staff) will rank all proposals based on the criteria established in the RFP. The top 3 firms will be required to provide a presentation to the City Commission or Community Redevelopment Agency.

The schedule for the RFP is as following: Issue RFP on 10/06/2021; RFP due on 11/5/2021.

Funding Source:

N/A.

Recommended Action:

No Action.

ATTACHMENTS:

Description	Upload Date	Type
☐ CC Agenda Item 09-27-2021 - RFP	9/23/2021	Backup Material
☐ CRA Agenda Item 06-22-2020 - Budget Amendment	9/23/2021	Backup Material

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 9/27/2021

Prepared by: Alaina Knofla

Title of Item:

REQUEST TO SOLICIT RFP FOR EAST OCEAN REDEVELOPMENT (RC):

RESOLUTION No. 97-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUESTS AUTHORIZATION TO SOLICIT RFP #2022-200, REDEVELOPMENT OF THREE ADJOINING PARCELS "OCEAN BLVD", FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Community Redevelopment Agency purchased a portion of this property with the intent to redevelop and spur economic development opportunities on Ocean Blvd.

Funding Source:

N/A

Recommended Action:

Adopt Resolution 97-2021

ATTACHMENTS:

Description	Upload Date	Type
▣ R37-2021	9/16/2021	Cover Memo
▣ Solicitation	9/16/2021	Cover Memo



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 97-2021

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
STUART, FLORIDA REQUESTS AUTHORIZATION TO SOLICIT
RFP #2022-200, REDEVELOPMENT OF THREE ADJOINING
PARCELS ON EAST OCEAN BLVD. FLORIDA PROVIDING AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

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

SECTION 1: The City Commission of the City of Stuart hereby approves the
authorization to solicit RFP #2022-200, Redevelopment of three adjoining parcels on East
Ocean Blvd.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 97-2021

Authorization to Solicit for RFP #2022-200, Redevelopment of three adjoining parcels on East Ocean Blvd.

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:

EULA R. CLARKE, MAYOR
 MERRITT MATHESON, VICE MAYOR
 BECKY BRUNER, COMMISSIONER
 TROY MCDONALD, COMMISSIONER
 MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 27th day of September 2021.

ATTEST:

 MARY R. KINDEL
 CITY CLERK

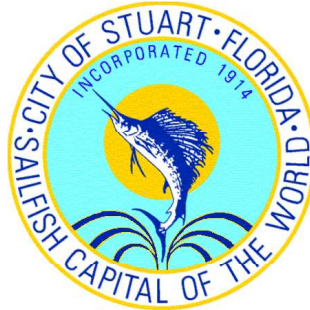
 EULA R. CLARKE
 MAYOR

APPROVED AS TO FORM
 AND CORRECTNESS:

 MICHAEL J. MORTELL, ESQ.
 CITY ATTORNEY

City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement Division
purchasing@ci.stuart.fl.us
PH: 772-288-5320 • FAX: 772-600-1202



Request for Proposal (RFP) No. 2022-200 **Redevelopment of three adjoining parcels on East Ocean Blvd**

Event	Date
Date RFP Issued	10/6/21
Due date for proposer questions	10/22/21
RFP Due Date	11/5/21

City of Stuart

RFP 2022-200

Redevelopment of three adjoining parcels on East Ocean Blvd

Advertisement

Proposals for City of Stuart **Redevelopment of three adjoining parcels on East Ocean Blvd** will be received by the City of Stuart at the Procurement Office, 121 S.W. Flagler Avenue, Stuart, Florida, 34994, until Friday November 5, 2021 at 2:30 P.M.

The City of Stuart is soliciting qualified and experienced development firms interested in the long-term lease and development of three adjoining City-owned parcels in downtown "Ocean Blvd" 3.58-acre property.

The City encourages E-bidding via DemandStar at <https://www.demandstar.com>. If not submitting electronically than an original, five (5) copies and **one (1) electronic copy (PDF format preferred) on a CD or flash drive** must be submitted in sealed envelopes/packages addressed to Procurement Division, City of Stuart, and marked **RFP 2021-204 Ocean Blvd Redevelopment**. 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 DemandStar at <http://network.demandstar.com> or by calling (866) 273-1863. 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 Submittal Responses to:

Stuart City Hall
Procurement Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

Mark outside of envelope: RFP 2022-200: Redevelopment of three adjoining parcels on East Ocean Blvd

Dated: 9/27/2021
Published: 10/6/2021

PART 1 - GENERAL INFORMATION

1.1. OVERVIEW

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for experienced Developers to submit their interest in the redevelopment of three parcels as described herein.

Note: This site has existing structures, see map contained in this document. The strip plaza on the eastern property is to be demolished and has month to month leases. The larger structures to the west (outlined in blue on the map) has existing long-term leases that the city would be interested in ending early to move its city hall functions to the structure. There is also a bank drive through in the western parking lot associated with the bank that occupies the first floor of the 3-story structure that must remain until the bank has vacated. If the lease holders are not willing to terminate their lease early a multi-phase approach to the redevelopment would need to occur (i.e. build the eastern site side first followed by the western site). Parking for the structures that are to remain must be considered in the proposal.

1.2. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by Proposers in connection with preparation of a response to this RFP.

1.3. INQUIRIES

The City will not respond to oral inquiries. Interested proposers may contact the Procurement Office regarding questions about the proposal at the Procurement Division, City Hall, 121 SW Flagler Avenue, Stuart, FL 34994, email: purchasing@ci.stuart.fl.us. The Procurement Office will also receive written requests for clarification concerning the meaning or interpretation of this RFP, until October 22, 2021. Questions shall be faxed or emailed with reference to the RFP number. 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 member of the selection committee, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the Procurement Office.

1.4. DELAYS

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

1.5. QUALIFICATION SUBMISSION AND WITHDRAWAL

The City will receive all proposals at the following address:

**Stuart City Hall
Procurement Division
121 S.W. Flagler Avenue
Stuart, Florida 34994**

To facilitate processing, please mark the outside of the envelope as follows: **RFP 2022-200: Redevelopment of three adjoining parcels on East Ocean Blvd.** The City encourages E-bidding if submitting via mail the envelope shall also include the proposer's return address. Respondents shall submit one (1) original, five (5) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive of their proposal submittal in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping service.

**THE CITY MUST RECEIVE ALL PROPOSALS BY
2:30 P.M. ON Friday November 5, 2021**

Due to the irregularity of mail service, the City cautions proposers 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. A proposal received by the City Procurement Office after the established deadline will be returned unopened to the proposer.

Proposers may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Proposers may withdraw their submissions in person or by an authorized representative. Proposers 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.

1.6. ADDENDA

If revisions become necessary, the City will provide written addenda. It is the responsibility of the proposer to obtain any addenda issued. The City will make every effort to notify registered Proposers by email that an addendum has been made to the RFP. The City shall not be responsible for providing notice of addenda to potential proposers who receive an RFP package from sources other than the City or DemandStar. All addenda issued by the City must be acknowledged within the proposal at the time it is submitted to the City. Failure to acknowledge all addenda may result in disqualification.

1.7. 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.

1.8. CONTRACT AWARD

The City of Stuart anticipates entering into a contract with the proposer who submits the proposal judged by the City to be most advantageous. The proposer understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist, and is not binding, until proposals are reviewed and accepted by the City and executed by all parties. Proposers are advised that any contract which may result from the RFP is subject to negotiation, if in the City's opinion, such deviation is reasonable, justifiable, and serves the best interest of this procurement and the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to enter negotiations with the second, most responsive and responsible proposer determined by the city commission, or it may re-solicit proposals.

The City reserves the right to reject all proposals, to waive non-material, technical variances in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

1.9. DEVELOPMENT COSTS

Neither the City nor their representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFP.

1.10. INSURANCE

The successful professional shall not commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful professional allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida. The successful professional shall maintain required insurance coverage for the full term of this agreement or for such longer periods as may be specifically required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and rated no less than "B" as to management and no less than Class "VIII" as to strength in accordance with the A.M. Best Company Insurance Guide, or its equivalent as determined by the City in its sole discretion.

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.

Worker's Compensation Insurance: The professional/service provider shall maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project that complies fully with the State of Florida Worker's Compensation Law, F.S. 440.

General Liability: The Proposer shall, during the life of this agreement take out and maintain broad form Commercial General Liability including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)

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 Procurement g 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 is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance and Business Automobile Liability Insurance.
- d) The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:

**City of Stuart
121 S.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.

1.11. 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.

1.12. SUSPENDED VENDOR

An entity or affiliate who has been placed on the State of Florida Suspended Vendor 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

1.13. ASSIGNMENT & SUBCONTRACTING

The successful proposer will not be permitted to assign its contract with the City or to subcontract any of the work requirements to be performed.

1.14. PUBLIC RECORDS

Proposals 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 RFP will not be considered confidential and/or proprietary.

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. Vendors shall not submit pages marked "proprietary" or otherwise "restricted".

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

Note: If the Proposer has questions regarding the application of Chapter 119, Florida Statutes, to the Proposer'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 772-288-5306 or mkindel@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 Proposer 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 Proposer 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 Proposer or keep and maintain public records required by the public agency to perform the service. If the Proposer transfers all public records to the public agency upon completion of the contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the contract, the Proposer 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 Proposer of the request, and the Proposer must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

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

- 1. The court determines that the Proposer 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 Proposer has not complied with the request, to the public agency and to the Proposer.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the Proposer at the Proposer's address listed on its contract with the public agency or to the Proposer'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 Proposer 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.

1.16. TAXES & LICENSES

Proposer shall, at his own expense, pay all licenses, fees and taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description, and comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.

- a) Licenses: Firms utilizing employee leasing companies, Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.
- b) Sunbiz: Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.
- c) Business Tax Receipt: Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.

1.17. BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Proposer 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 Proposer, including past performance (experience) with the City by the Proposer or any of their Owners.

1.18. REFERENCES/RECORD CHECK

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

1.19. DRUG-FREE WORKPLACE

Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1.20. 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 RFP 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.

1.21. PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

1.22. REJECTION OF PROPOSALS

The CITY reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.

1.23. CONFLICT OF INTEREST

The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

1.24. CONE OF SILENCE

A Cone of Silence shall be in effect during the Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications.

The Cone of Silence shall terminate at the time the City Commission or City Manager makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action in the Competitive Solicitation.

Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City Manager.

PART 2 - STATEMENT OF WORK

2.1. BACKGROUND

The City is soliciting offers for the purchase or long-term lease (preferred) of the property and subsequent development of industrial, office, retail, multi-family, mixed-use, recreational/entertainment and other uses that are associated with a vibrant downtown urban district. The design, layout and architectural features of the project should complement the urban downtown and reflect architectural. Mixed use is not mandatory but should be considered as it is a prominent intent of the City's CRA plan.

The City considers this a Public Private Partnership (PPP) for the development of properties that benefits the citizens. The intent is to maintain high-quality growth in the region. The plan calls for a comprehensive strategy for redevelopment efforts, focused on spurring development downtown. Using the public and, private sectors in creating, funding, and implementing the redevelopment strategy, the plan should establish specific steps for implementation. PPP should also provide financing mechanisms, and public/private institutions. Land use regulations, such as the redesignation of land to spur reinvestment and the inclusion of community members in the planning process, to catalyze new development.

The Public/Private Partnership Agreement will address the following:

1. Specific development program including:
 - Uses and intensity of uses;
 - Land area to be redeveloped;
 - Off-street parking;
 - Streets, pedestrian ways, plazas and parks;
 - Integration with existing building/future city hall;
2. A preliminary site plan.
3. A design palette for public and private places and structures.
4. A development schedule.
5. The terms and conditions of purchase/lease.
6. Capital improvement agreements.
7. Joint operating agreements for any public/private uses

As in all development processes, the developer must evaluate the market and determine interest. The public partner should provide substantial background information. The developer must also identify and assess the opportunity for the project and assess whether it is feasible. The developer needs to make an internal assessment of the resources that are required to accomplish the project, including such items as potential staff, assessment of risk, potential deal structures (whether they will work for a fee or be partners in the venture), potential investors, and political and community leadership and working relationships with leaders.

2.2 ABOUT DOWNTOWN STUART

Stuart is thriving, aided by the Stuart Community Redevelopment Agency. To enable flexibility in design the City has an innovative “Urban Code” and Urban Planned Unit Development (UPUD) mechanism. The UPUD supports imaginative development and smaller residential unit sizes, which bring with them potential density and parking benefits. Also significant is the community’s willingness to invest in public infrastructure. A few examples include the Stuart Feed Store Property, Shepard Park Fish Walk & River Walk System, Cultural Courthouse Center & Bandstand Park, Flagler Center & Park Restoration, City Anchorage and Marina, Memorial Park Restoration, and most recently the Colorado Avenue streetscape project. Through grants and local sources, tens of millions of dollars have been invested. This strong commitment to redevelopment continues with the City’s current efforts to secure an experienced developer for this property. Respondents are expected to reflect a firm understanding of the City’s commitment in their submittals.

2.3 GENERAL SITE INFORMATION

The properties are located in the heart of Stuart’s vibrant Community Redevelopment Area (CRA) and to the east of the ‘Old Downtown’ area (Fig A). The subject properties, 301 SE Ocean Blvd, 325 SE Ocean Blvd and 330 SE Ocean Blvd are bounded to the east by SE Georgia Ave and to the west by SE Florida Ave and have a combined area of 3.58 Acres (Fig B). The buildings that are to stay and designated as the future city hall are depicted in blue (Fig C), modifications or changes to this can be suggested.



Fig A: Location

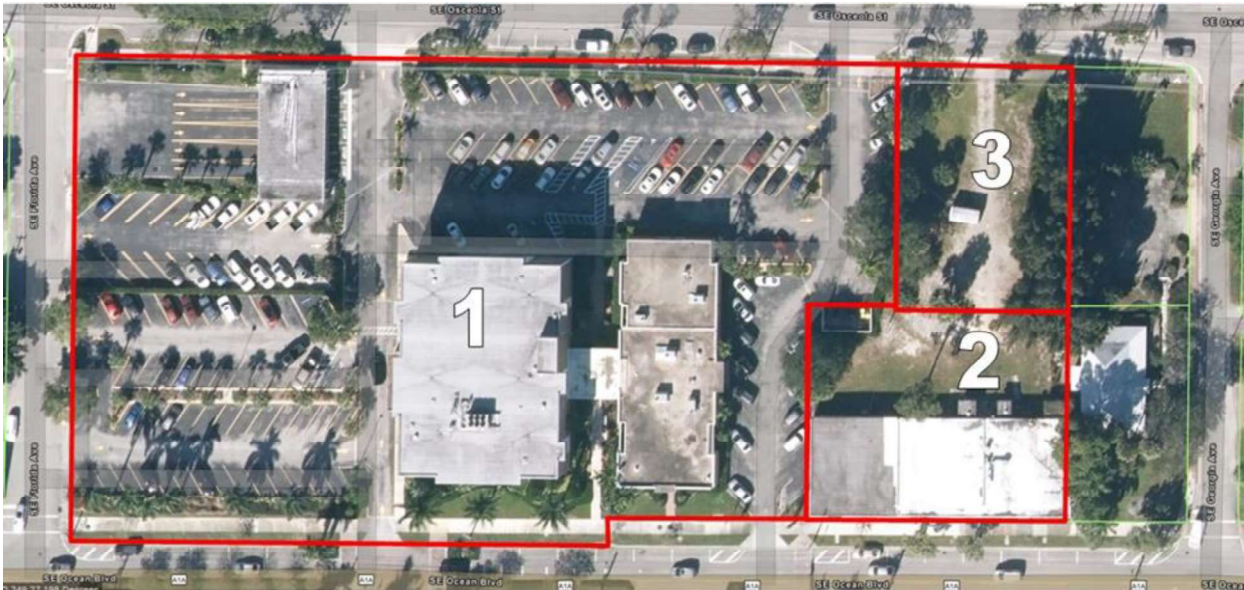


Fig B: Parcel REF



Fig. C City Hall

REF.	PARCEL ID	ADDRESS	AREA (Acres)
1	043841014002000104	301 SE OCEAN BLVD	2.84
2	043841000000000907	325 SE OCEAN BLVD	0.42
3	043841000000000701	330 SE OSCEOLA ST	0.32

All parcels have the same Future Land Use designation of Downtown Redevelopment and Zoning category of Urban General. Extracts from those Codes are attached at Attachment A. This combination of designations allow the utilization of an Urban Planned Unit Development zoning category, details at Attachment B.

REF.	PARCEL ID	ZONING	FUTURE LAND USE
1	043841014002000104	URBAN GENERAL	DOWNTOWN REDEVELOPMENT
2	043841000000000907	URBAN GENERAL	DOWNTOWN REDEVELOPMENT
3	043841000000000701	URBAN GENERAL	DOWNTOWN REDEVELOPMENT

It should be noted that the City purchased the properties having a wider redevelopment initiative in mind. The existing 'Wells Fargo' building on 301 SE Ocean Blvd is earmarked to be refitted for a future relocation of the City Hall and is to remain in the overall project. The relocation of City Hall will require an allocation of parking and lease holder parking. The breakdown of parking allocation will be required as part of the bid response. The existing medical building located on parcel 1 is subject to an existing lease agreement, which may be negotiated as part of the proposed redevelopment. The properties are currently valued by the Martin County Property

Appraiser at \$3.5 million, \$769,000 and \$225,000 respectively. Located within the City's Transportation Concurrency Exemption Area (TCEA).

City water and sewer service are immediately available to the site. FPL and natural gas services are also available. Opportunities for the joint use of surrounding public rights-of-way markedly enhance the properties' development potential.

2.4. SITE VISIT

Proposers are advised to make a thorough inspection of the site. All questions are to be sent to purchasing@ci.stuart.fl.us, no later than 5:00pm October 22, 2021.

2.5 MINIMUM QUALIFICATIONS AND EXPERIENCE

This RFP shall be awarded only to a responsive and responsible proposer, qualified to develop the property specified. The proposer should submit the following information, tabbed per proposal format, with their proposal response package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the proposal response being considered non-responsive.

A deposit of ten thousand dollars (\$10,000) will be required for the submission. Once the rankings are finalized, respondents may choose to have their deposit refunded in which case their submittal will be deemed withdrawn or their deposit will continue to be held by the City for further consideration of their submittal in the event a Public/Private Partnership Agreement is not successfully negotiated with the first ranked developer. The deposit funds will be for the exclusive use of engaging consultants to assist the City in reviewing the developer's proposal and to make specific recommendations for the terms and conditions of any the Public/Private Partnership Agreement and any resulting development agreement. Any of these funds not used on behalf of the City will be returned to the developer either upon execution of a successfully negotiated contract or if the determination is made that an agreement cannot be successfully negotiated. In the event that a Public/Private Partnership Agreement cannot be successfully negotiated with the first ranked respondent, the second respondent that has not withdrawn its deposit of ten thousand dollars (\$10,000) which shall be used or disbursed in same manner as noted above, and so on until an Agreement has been successfully negotiated.

The City shall require a surety that will guarantee the City's interest and will ensure that the City will remain whole for the total amount of the investment, including evidence of bondability, and/or a Letter of Credit from Surety within their submittal response.

Respondent must include at least five (5) similar projects in complexity, nature, and size of proposed concept within the past ten (10) years.

- Description of qualification and experience developing mixed use projects and infill projects.
- A preliminary estimate of the total capital investment required to execute the project, coupled with a description of the source of capital for the execution of the project.
- Demonstration of commitment to the community which includes other projects completed within the area

Respondents shall submit to the extent that a respondent is comprised of one or more business entities or persons, information relative to each member of such team shall be included.

Respondent must accurately and fully disclose financial resources available to firm, Dun & Bradstreet number. Include any information that will give the City enough information to establish

the Proposer's financial capability such as successful prior projects, business references and bank references.

2.6. Hold Harmless:

Proposer shall, in addition to any other obligation to indemnify the City of Stuart, Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Stuart, its officials, and employees from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by and of them.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Stuart to enforce this indemnification clause shall be borne by the Contractor. The obligations contained in this indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

2.8. Negotiations:

The City maintains whatever authority is needed to go into contract dealings with the suggested Proposer(s). On the off chance that the City and the suggested Proposer(s) can't arrange an effective agreement, the City may end said exchanges and start dealings with another suggested Proposer(s). This cycle will proceed until a contract(s), adequate to the City, has been executed or all recommendations are dismissed. No proposer will have any rights against the City emerging from such dealings or end thereof

PART 3 - EVALUATION OF SUBMISSIONS

EVALUATION METHOD AND CRITERIA

The City reserves the right to evaluate each response on a separate and individual basis. The City further reserves the right to reject any and all responses submitted, or accept a response deemed most advantageous to the City. While the City desires to achieve a cost-effective analysis, the emphasis is on quality, not necessarily the lowest cost. The City's selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement.

An Evaluation Committee composed of five (5) City staff shall meet to evaluate each response in accordance with the requirements of this solicitation. Each Committee member will rank all proposals based on the criteria below. The 3 top ranked firms will be required to provide a presentation to the City Commission or Community Redevelopment Agency.

The City's decisions will be final. This criterion shall be utilized in the evaluation of the proposals. The City's evaluation criteria will include, but not be limited the following:

Character and Quality of Proposed Use, Including

- Total Cost Benefit to the City (return on investment)
- Qualifications and experience of the respondent and key members of the development team. Preference will be granted to respondents with urban, mixed use projects, projects blending an existing use(s) with new use(s), and incorporation of public spaces.
- The extent to which the preliminary development program is consistent with the goals, policies and objectives of the City's Comprehensive Plan and the Redevelopment Goals stated in the RFDQ.
- Delivering Similar Projects in Florida
- Financial capacity of the respondent to fund the required equity and obtain construction financing to accomplish the Future City Hall Redevelopment Project. Preference will be granted to respondents that (a) will utilize a more fiscally responsible level of debt financing, and (b) have direct control over the equity capital.
- Understanding of the City's redevelopment objectives/Commitment to superior design
- Management capability and Marketing strategies

Selection: The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted and the presentation. Individuals/firms will be notified in writing if they are selected to present to the commission. Notices for presentations will contain explicit instructions concerning location, date, time and length of presentation/interviews. The commission will select the top firm by a scoring ballot, which will be collected. Tabulated will be done by the city manager the following day. All finalist firms will then be notified of the award.

Terms and Conditions: Any actual or prospective Proposer who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals; selection or award recommendation shall file such dispute in writing with the City Manager, not later than close of business on the proposal opening date, as to the terms and conditions, and within ten (10) days of award recommendation. The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal which in its sole judgment best serves the interest of the City.

PART 4 - INSTRUCTIONS FOR PREPARING SUBMISSIONS

4-1. RULES FOR SUBMISSIONS

The City encourages E-bidding through DemandStar <https://www.demandstar.com> the submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP. The interested firm or individual must submit one (1) original, (5) copies and **one (1) electronic copy (PDF format preferred) on a CD or flash drive** of their proposal. Please tab all support documents or attachments according to the order established in the following paragraph.

IMPORTANT NOTE:

To expedite the evaluation of responses, it is mandatory that all respondents follow the format and instructions contained herein. The City retains the option to reject any response that does not conform to the stated requirements.

4-2. PROPOSAL FORMAT

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the City has no previous knowledge of their product or capabilities. Each response shall be prepared simply and economically, providing a straightforward and concise description of the respondent's capabilities regarding the specific work to be performed pursuant to this solicitation. Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to the solicitation requirements, and on completeness and clarity of content.

All abbreviations and acronyms used in the response shall be kept to a minimum and defined upon their first usage. Page size shall be 8.5 x 11 inches, foldouts are not acceptable. The text size should be 11 point or larger using Arial or Times New Roman font only.

Letter of Transmittal: The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to timely perform the work. Provide a statement indicating the respondent's interest in, knowledge of, and resources necessary to provide the services described in this RFP. An agent authorized to contractually bind Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The transmittal letter shall not exceed two pages in length.

Tab 1 ~ Qualifications/Knowledge/Experience

Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices, location of their project team, corporate structure, ownership interest, and the length of company's existence.

Tab 2 ~ Operational Plan

Describe, in detail, the proposed plan and intended use of the property (may include more than one). Include any proposed capital improvements to the property and a summary of the business plan with projected revenue. Describe Respondent's ability to operate and manage proposed redevelopment projects. If PPP is proposed, provide type of source selection methods assigned

to project delivery methods. For example, Design-bid-build, Operations and Maintenance, Design-build, Design-build-operate-maintain, or Design-build-finance-operate-maintain. Craft a public awareness program to inform stakeholders of the goals of the development strategy and the specific projects that are identified. Include a schematic of proposed design. Also include the following:

- Description of proposed use (i.e.: restaurant, professional office, commercial building, etc.)
- Description of proposed improvements if any (i.e.: office complex, commercial building,
- Define any risks you assess in this process and provide contingencies for those risks
- Any pros and cons necessary for successful operation of your proposed plan, including Selling vs leasing,
- Innovative measures of methods proposed, to include any tax benefits, and marketing strategies.
- Describe any demographic, cultural, educational, and other challenges.
- Describe in detail all sustainable development and green initiatives proposed.

Tab 3 Proposed Sales Price or Lease Rate:

Provide pricing for sale and/or lease including term (lease being preferred).

- **Sales Price:** Provide itemized pricing for the sale and development of properties.
- **Lease Option:** Propose within the submittal the preferred length of lease, proposed compensation to the City, and any proposed capital improvements to the property. Note any special terms and conditions sought in a final lease agreement. Although the amount of the lease is an evaluative criterion, it is not necessarily the determining factor in award of this solicitation. Include calculations that demonstrate the overall financial impact to the community with a reasonable estimate of expected tax revenue and business revenue attributable to the project. Include Proposal Schedule behind this tab.

Tab 4: Similar Projects

Successful similar in complexity, nature, and size of proposed concept within the past ten (10) years projects within Florida. Submit a list of previous completed projects within the past five years and a list of current projects; include colored photos of representative projects carried out by the respondent with complete descriptions. Indicate title and brief description of each project, including Lessor (contact person, address, and telephone number), length of lease and total lease value of each project.

Tab 5: Financial Capacity

A demonstration of the respondent's ability to fund or secure financing for the proposed project along with a statement of lender's requirements, if applicable. Provide list of outstanding contingent liabilities, pending legal actions or claims against the firm. Preference will be given to Respondents who can obtain their own financing. Respondent must accurately and fully disclose financial resources available to firm, Dun & Bradstreet number. Include any information that will give the City enough information to establish the Proposer's financial capability such as successful prior projects, business references and bank references.

Tab 6: Bonding/Surety/Insurance

The City shall require a surety that will guarantee the City's interest and will ensure that the City will remain whole for the total amount of the investment, including evidence of bendability, and/or a Letter of Credit from Surety within their submittal response.

Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in Attachment A. Insurance may be required depending on the partnership agreement. Provide proof of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the City along with their proposed data. A properly completed Accord Form is preferable. The City of Stuart must be named as an additional insured for all General Liability prior to entering into a contract.

Tab 7: Addenda (if applicable)

All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

Tab 8: City required forms

PART 5 – FORMS

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:		
Address		
City _____,	State _____	Zip Code _____
Contact Name: _____	Title: _____	
Phone No: _____	Fax: _____	Email: _____
Date of Service or Contract Period: _____		Location _____
Summary of Services Performed _____		Governmental or Private _____

#2 REFERENCES

Company/Entity Name:		
Address		
City _____,	State _____	Zip Code _____
Contact Name: _____	Title: _____	
Phone No: _____	Fax: _____	Email: _____
Date of Service or Contract Period: _____		Location _____
Summary of Services Performed _____		Governmental or Private _____

#3 REFERENCES

Company/Entity Name:		
Address		
City _____,	State _____	Zip Code _____
Contact Name: _____	Title: _____	
Phone No: _____	Fax: _____	Email: _____
Date of Service or Contract Period: _____		Location _____
Summary of Services Performed _____		Governmental or Private _____

Company Name

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 _____
(Individual's Name)

Of _____
(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.

Date

Signature

**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:

(print individual's name and title)

for:

(print name of entity submitting sworn statement)

whose business address is:

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

(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. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____ OR Produced Identification _____

Notary Public – State of Florida

Type of Identification _____

My Commission Expires: _____

SEAL OR STAMP

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:

Company Name
Signature
Name and title (Print or Type)
Date

Conflict of Interest Disclosure Form

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their proposal: the name of any officer, director, or agent who is also an employee of the City of Stuart.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this proposal.

Company Name

Signature

Name and title (Print or Type)

Date

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

The City of Stuart, Florida is committed to providing opportunities for all small business, with special attention directed to minority and women owned firms. The City of Stuart encourages contractors to use minority and women owned businesses as subcontractors. While the City does not have a preference or set aside program, it is the desire of the City that small businesses be assisted in participating in this work. If you have any difficulty in determining the requirements of this bid invitation/request for proposal, filling out the documents, or to become a registered vendor for goods and services with the Procurement Division, please call (772) 288-5320 or write to purchasing@ci.stuart.fl.us.

This is the policy of the City Commission of the City of Stuart, Florida as evidenced by various sections of the Florida Statutes and local City Ordinances.

If we can be of any help, please let us know

Attachment A Extract of Future Land Use and Zoning Designations

DOWNTOWN REDEVELOPMENT Future Land Use category:

Downtown Redevelopment: Includes the land area within the Stuart Community Redevelopment Agency. General uses permitted include low density residential, multi-family residential, office, commercial, recreation, lodging, public facilities, conservation, and mixed-use projects. Individual projects and sites may consist of single uses. However, a mix of residential uses and non-residential uses shall be required within this designation as a whole. Also, electric distribution substations are allowed.

Sec. 3.01.03 of the City's Land Development Code:

Urban standards and regulations for designated urban subdistricts. (Extract).

The geographic locations and current characteristics of the five urban subdistricts are broadly described below:

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) and in portions of the Woodlawn Park subdivision (that triangular portion generally bound by SR 707/Dixie Highway, Frazier Creek, and the properties fronting Colorado Avenue).

(Ord. No. 1978-04, § 1, 6-28-04)

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.

(Ord. No. 1978-04, § 1, 6-28-04)

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 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 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.

(Ord. No. 1978-04, § 1, 6-28-04)

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	1.5 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	1.5 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
Childcare 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
Funeral homes without crematoriums	1 per 4 seats of chapel capacity, plus 1 per 3 employees
Governmental buildings	1 per 300 square feet
Libraries	1 per 300 square feet
Museums	2 per 1,000 square feet of exhibit floor space, plus 2 spaces for bus parking
Religious institutions	1 per 4 seats in main sanctuary, plus other parking requirements for any other accessory uses, if applicable
<i>Commercial Uses</i>	
Automobile repair service—Within an enclosed building in along U.S. 1 (Federal Hwy. and Savannah Road) only	1 per 200 square feet of sales area, plus 2 spaces per service bay, plus 1 space per employee
Art galleries	1 per 200 square feet
Bakery, retail	One (1) space for each employee on the largest working shift plus one (1) space per three hundred (300) square feet of gross floor area
Banks/financial institutions	1 per 300 square feet, plus queuing spaces per section 6.01.07
Barbershop, Beauty Salons, Specialty Salons	2 per station

Bars	1 per 4 seats
Catering shop	1 per employee, plus 0.5 spaces per delivery truck, plus 2 spaces per 1,000 square feet
Clubs, lodges and fraternal organizations	1 per 3 persons based on the maximum seating capacity of the building, or 1 space per 100 square feet (whichever is greater). One-half (½) of total parking area must be paved; the other half may be an approved stabilized surface
Dry cleaning, provided that all cleaning is conducted off-premises	1 per employee, plus 0.5 spaces per delivery truck, plus 1 space per 300 square feet
Health spas	1 per 200 square feet if located with retail, or 1 space per 150 square feet if located independently
Marinas, Commercial	1 per 4 slips for operations that do not require a utilities agreement, and 1 per each slip that requires a utility agreement, plus 1 per each employee
Massage therapy establishments	1 per 300 square feet
Microbreweries and craft distilleries	1 per employee plus 1 per 300 square feet for tasting, tap room, and gift shops
Office, business, or professional, medical, low intensity medical, and veterinary	1 per 350 square feet (professional)1 per 300 square feet (low intensity medical)1 per 200 square feet (medical and veterinary)
Pharmacies (if 2,000 square feet or less)	1 per 200 square feet
Restaurants, convenience and general	1 per 4 seats
Retail sales and service (intensive and non-intensive)—Within an enclosed building only	1 per 300 square feet of floor space
Retail manufacturing—Providing such manufacturing is incidental to sales and occupies less than 75 percent of the total gross floor area	1 per 300 square feet

Studios (art, dance, music, exercise)	1 per 300 square feet
Theaters	1 per 4 seats
<i>Recreational Uses</i>	
Public parks	Dependent upon type of recreational activities provided
<i>Utility and Service Uses</i>	
Public facilities and services	Dependent upon type of facility and service
Public utility stations	Dependent upon type of utility and any required buildings and employees
<i>Industrial Uses</i>	
Existing marine industrial uses (may be reconstructed within their existing building footprints and the current uses therein continued. Revision or expansion of building footprints and/or uses permitted as a conditional use by Major Urban Code Conditional Use. Nothing in this provision shall counteract existing building and life safety code requirements)	Dependent on specific use
<i>Telecommunication Uses</i>	
Stealth telecommunications facilities which do not exceed 45 feet in height or which are constructed as part of an existing architectural feature or tower structure provided its total height does not exceed 120 percent of the height of the architectural feature or structure	1 space per tower
<i>Storage, Transportation and Logistics Uses</i>	
Government provided public parking lots or garages	N/A
<i>Agricultural Uses</i>	
Community garden pursuant to section 2.06.08 of this Code	0
Urban farm pursuant to section 2.06.08 of this Code	1 per 4 employees
<i>Miscellaneous</i>	

Outbuildings	Determined by use type
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b. The following uses are permitted as conditional uses by major conditional use approval 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>Commercial Uses</i>	
Boat storage, dry	1 per 4 boat storage spaces. Required auto parking spaces cannot be used for wash and dry racks or for boats or trailers
Formula businesses in the area as regulated in section 2.06.12 of this Code	Required spaces dependent on proposed use
Gasoline sales shall be limited to properties on SE Federal Hwy., Green River Parkway, and Savannah Road	1 per 250 square feet, plus 2 spaces per service bay, plus 1 space per vacuum. Pump locations are not to be included as a parking space. Gas stations with car washes shall also provide 1 parking space per wash unit or bayMarinas, as defined herein.
All marinas shall at all times be in compliance with the City of Stuart Public Works Department Standards and Specifications in relation to water supply, sewage disposal and solid waste. Compliance with these standards shall include a written utility service agreement with the City of Stuart expressly authorizing overnight as defined herein	1 per 4 slips for operations that do not require a utilities agreement, and 1 per each slip that requires a utility agreement, plus 1 per each employee
Pharmacies over 2,000 square feet	1 per 200 square feet
Rooftop dining areas (refer to supplemental standards in section 2.06.19)	1 space for four seats
Street vendors	N/A
<i>Industrial Uses</i>	
Boat building, indoors	1 for each 1,000 square feet of the gross floor area in a building up to 10,000 square feet in area, and then 1 for each 2,000 square feet of gross floor area thereafter; or 1 for each 2 anticipated employees, whichever is

	greater. In no event shall there be fewer than 5 parking spaces provided per building
<i>Telecommunication Uses</i>	
Stealth telecommunications facilities in excess of 45 feet in height. Refer to chapter II Zoning Districts Uses Allowed, Density and Intensity, section 2.06.12 Telecommunication Facilities Supplemental Use Standards	1 space per tower
<i>Storage, Transportation and Logistics Uses</i>	
Private parking lots	N/A
Private parking garages	N/A

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 dwelling units per acre with a major Urban Code conditional use.
4. *Storage sheds.* One storage shed may be located on any lot 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 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 coverage.* For the purposes of this Urban Code, there shall be no impervious lot 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 area requirements.* For purposes of this Urban Code there shall be no minimum lot area or lot 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 platted lot 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 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; or perpendicular to the centerline of a seawall.

(Ord. No. 1978-04, § 1, 6-28-04); Ord. No. 2010-05, § 3, 2-14-05)

G. *Landscaping.*

1. All development in the Urban Code District shall comply with the landscaping requirements as described in section 6.04.00, the landscape code, with the following exceptions:

a. The width of landscape buffers shall be determined by the required side and rear setbacks as described in this Urban Code, and buffer screens shall be 25 percent of those setbacks.

b. The width of the landscaped strip of land located between parking areas and an abutting public right-of-way shall be the required setback for parking areas for the respective urban subdistrict.

c. The width of the landscaped strip of land located between parking areas and abutting private property shall be the required setback for parking areas for the respective urban subdistrict.

- d. The width of the landscaped area located along the sides of a building, which abuts any parking area, shall be 2½ feet.
- e. The width of the landscaped strip of land located between the building walls of a multi-family development and parking areas shall be five feet.
- f. The width of the landscaped strip of land located between a parking area of a multi-family development and an abutting right-of-way shall be the required setback for parking areas for the respective urban subdistrict.
- g. The street facade of a building shall contain a hedge, potted plants, or trees planted in public right-of-way. The dimensions for such landscape materials shall comply with section 6.04.05.A. of this Code. In the urban center and urban general subdistricts, no hedge shall be planted between the principal building front and the curb of the street, and trees shall be placed in a continuous sidewalk. If necessary, due to right of way conditions, the requirement for trees may be mitigated subject to the approval of the city development director.
- h. Terminal and interior islands within parking areas may be used for stormwater retention.
- i. A maximum of 20 percent of the pedestrian arcade walkway may be planted. No plantings are required within the arcade.

2. In the case of renovation development and vacant development as described in the landscape code where the location of required landscaping is precluded by existing buildings or permanent site improvements, the placement of landscaping may occur off-site, in planters, in openings within paved areas, or in other locations as determined by the city development director.

(Ord. No. 1872-02, § 1, 10-10-02; Ord. No. 1922-03, § 1, 3-10-03) 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.

A. *Building walls.* The exterior walls of the principal building shall be constructed of any of the following materials and in the following specified manner. All materials shall be used over the entire building or as continuous horizontal bands only. No panelizing shall be permitted or other simulations except as noted below.

- 1. *Materials.*
 - a. Stucco with a "float finish," smooth or coarse, machine spray, dash and troweled.
 - b. Wood clapboard five inches to the weather.
 - c. Wood shingles seven inches to the weather.
 - d. Cement siding, or similar composite plank in individual clapboard-style boards, which has a proven successful application in a climate comparable to Stuart's of not less than ten years.
 - e. On residential buildings only, wood board or batten board of a board width from

eight inches to 12 inches.

- f. Wood shiplap siding, smooth face, seven inches to the weather.
- g. Coral, keystone, or tabby.
- h. Modular unit masonry, either brick or concrete, coursed in regular ashlar pattern, flush sawn, wire cut, or sand finish.
- i. Cast stone.

2. *Other design standards.* Except for single-family residential, all developments which are less than 20,000 square feet shall incorporate a minimum of four of the following building design standards, and all developments which exceed 20,001 square feet shall incorporate a minimum of five of the following building treatments:

- a. Overhangs;
- b. Arcades as defined by this Code;
- c. Sculptured artwork and/or fountains;
- d. Raised cornice parapets over doors;
- e. Peaked roof forms;
- f. Display windows;
- g. Ornamental and structural architectural details, other than cornices, which are integrated into the building structure and overall design;
- h. Clock or bell towers;
- i. Decorative landscape planters or planting areas, a minimum of five feet in width, and areas for shaded seating consisting of a minimum of 100 square feet;
- j. Integration of specialty pavers, or stamped, colored concrete along the building's walkway to constitute a minimum of 60 percent of walkway area;
- k. Water elements, a minimum of 50 square feet in area; and
- l. Courtyards along the front building facade.

(Ord. No. 1957-03, § 1, 10-13-03; Ord. No. 1978-04, § 1, 6-28-04)

B. *Roofs and gutters.* The roofs and gutters of the principal building shall be constructed of any of the following materials and in the following specified manner.

1. *Materials.*

- a. Cedar shingles with factory treated class B finish.
- b. Steel, copper and factory painted aluminum standing seam, batten seam, or Bermuda roofing.
- c. Galvanized steel "5-V crimp" roofing panels.
- d. Galvanized metal or copper shingles of Victorian or diamond shape or pattern or of another dimension, which is approved by the city development department.
- e. Asphalt dimensional shingles for residential buildings only.
- f. Built-up roof behind parapets.
- g. Exposed half-round gutters of copper or galvanized steel.
- h. Clay or cement barrel, s-shaped, flat cement, or mission tiles which are a shade of "red," "ochre," "cream" and "white" color shades provided that such coloring is integral to the clay or cement. No glazed or painted clay or cement tiles shall be allowed. No other shape of clay or cement tiles shall be permitted.

(Ord. 1445-95, 1-22-96; Ord. No. 1978-04, § 1, 6-28-04)

2. *Manner.*

- a. Gable and simple hip roofs.
- b. Flat with railings or parapets.
- c. Shed roof attached to a wall higher than the ridge.
- d. Rafters at overhangs shall be exposed.
- e. Pitch:
 - i. On principal building from 5-12 up to 12-12.
 - ii. On sheds, porches and balconies not less than 3-12.
 - iii. Tower roofs may be any pitch.
- f. Aluminum fascia and soffits shall not be allowed.
(Ord. No. 1453-96, 6-1-96)
- g. For buildings which are located not more than five feet from the front property line, gutters must be shielded and may not drain onto the surface of public sidewalks. Gutters may be enclosed within a column or other architectural feature.
(Ord. No. 1841-02, § 3, 6-10-02)

C. *Arcades and porches.* The arcades and porches of the principal building shall be constructed of any of the following materials and in the following specified manner. No simulations shall be permitted.

- 1. Arcades shall conform to the following requirements:
 - a. An arcade shall have a minimum clear height of 12 feet from the lowest point of the ceiling and a minimum clear width of ten feet in the UC, eight feet wide otherwise.
 - b. Both ends of an arcade must remain open at all times, and the side of an arcade which runs parallel to the building to which it is attached must be open from four feet above grade to its roof.
 - c. With the approval of the city development director, an arcade may be extended over public right-of-way and may include landscape materials or planters, and the display of merchandise or outdoor seating; however, the arcade must maintain at least four feet of open sidewalk width under cover to allow for unobstructed pedestrian circulation.
 - d. Arches or lintels shall be not less than 16 inches in depth. Masonry piers shall be no less than 16 inches by 16 inches and wood posts shall be no less than eight inches by eight inches. Balusters shall be separated not more than five inches on center.
- 2. Porches shall conform to the following requirements:
 - a. A porch shall include columns no less than four inches by four inches that support its roof and floor.
 - b. A porch shall have a minimum depth of six feet.
 - c. Porches which are 30 inches above grade must meet the building code's standards for railings and railing heights. Porches which are lower than 30 inches above grade may have railings between 36 inches and 42 inches in height or may be open, the latter subject to approval via a minor Urban Code conditional use.
- 3. Materials shall either be of wood or conform to the construction materials of the principal building. Alternatively, round steel columns may be used on Flagler Avenue west of Colorado Avenue, and on Osceola Street and Seminole Street.
(Ord. No. 1978-04, § 1, 6-28-04)

D. *Windows and doors.* The windows and doors of the principal building shall be

constructed with any of the following materials, configurations, operations and options.

1. *Materials.*

- a. Glass.
 - i. Clear, low-e, stained, or leaded and beveled.
 - ii. On side and rear elevations, translucent glass may be used.
 - iii. Tinted glass may be used; however, in no case shall a streetside display window be of tinted glass other than to meet current energy efficiency codes.
 - iv. Glass block may be used for architectural accents only.

b. Frames.

- i. Painted and stained wood.
- ii. Aluminum and vinyl-clad wood.
- iii. Steel and aluminum.
- c. Flat skylights in sloped roofs.

2. *Configurations.*

- a. Square and vertical rectangular.
- b. Circular and semi-circular.
- c. Semi-ellipse.
- d. Octagonal.
- e. Diamond.

3. *Operations.*

- a. Single and double hung.
- b. Casement.
- c. Fixed with frame.
- d. Awning windows.
- e. On side and rear elevations, sliders may be used.
- f. Jalousie windows are prohibited, except as replacement windows.

4. *Options.*

- a. Operable wood shutters which are sized to match openings.
- b. Fabric awnings excluding quarterballs.
- c. Bahama shutters.
- d. Screened windows and doors.
- e. Security grills of a pattern approved by the city development director.

(Ord. No. 1978-04, § 1, 6-28-04)

E. *Garden walls.* The garden walls of the principal building shall be constructed of either wood, wrought iron, simulated aluminum wrought iron, or PVC lattice, or shall conform to the construction materials of the principal building, including stone, brick, and stucco. Chain link fence concealed by landscaping may be used along the side and rear of the property provided that no chain link fencing is visible from public right-of-way. No simulations shall be permitted. All chain link fences must be black or dark green vinyl-clad.

(Ord. No. 1978-04, § 1, 6-28-04)

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 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.

(Ord. No. 1978-04, § 1, 6-28-04)

G. *Building colors and finishes.* All exterior building wall colors used within the Urban Code District shall be restricted to muted pastel or earth-toned shades. The use of black or florescent colors is prohibited as a predominant exterior building color. Exterior colors shall be approved by the city development director. Building trim may be any color. Wall murals shall be permitted on any structures, and shall require the approval of a minor Urban Code conditional use. Building roofs shall be a solid color; however, a variegated roof color scheme consisting of approved roof colors may be permitted by the city development director.

(Ord. No. 1946-03, § 1, 7-21-03; Ord. No. 1978-04, § 1, 6-28-04)

H. *Prohibited uses in front yard.* The following uses shall be prohibited within all Urban Code Districts:

1. Clothes lines and other clothes drying apparatus.
2. Electrical meters.
3. Air conditioning equipment, including window units on the building facade.
4. Antennas and satellite dishes.
5. Chain link fences.
6. Fences greater than four feet in height.
7. Stockade fences.

(Ord. No. 1978-04, § 1, 6-28-04)

I. *Sidewalks*. When a permit for new construction or renovation is issued, the owner shall be responsible for the installation of a minimum six-foot wide, continuous sidewalk along the entire length of the parcel frontage that abuts a public street. Where identified by the city development director, sidewalks shall be constructed of paver block, brick or pink concrete.

J. *Lighting*.

1. The use of neon exposed lighting on any property is prohibited.
2. All building and site lighting fixtures shall be decorative.

(Ord. No. 1978-04, § 1, 6-28-04)

K. *Elevated buildings*. Permitted in all urban subdistricts. Parking is prohibited beneath an elevated building.

(Ord. No. 1978-04, § 1, 6-28-04)

L. *Parking located within a building envelope*.

1. Except as provided below and for the Old Downtown District, parking located within a building envelope, below, above, or at grade, may be permitted in all Urban Code subdistricts by a major Urban Code conditional use:

a. A single family home shall not require a major Urban Code conditional use to provide parking located within a building envelope.

2. Parking located within a building envelope shall conform to the following requirements:

a. Buildings which have parking located within the envelope shall be consistent with the design of the facades and the street side shall be entirely screened. When feasible, landscaping shall be installed along the ground floor facade, within the public sidewalk and within on-street landscape islands.

b. Access drives into the parking area on the ground floor shall be limited to one drive aisle at a maximum of 24 feet in width for buildings less than 100 linear feet in width and two drive aisles at a maximum of 24 feet in width each for buildings 100 linear feet in width and greater. If the property is adjacent to an alley two drive aisles at a maximum of 24 feet in width each shall be permitted for buildings less than 100 linear feet in width. The development director may permit two 12-foot drive aisles for buildings less than 100 square feet in width.

c. A parking level construction entirely below the lowest permissible finished first floor elevation shall not be deemed a story. The visual impact of garage doors shall be minimized through architectural design.

(Ord. No. 1978-04, § 1, 6-28-04)

M. *Balconies*. Balconies shall conform to the following requirements:

1. On corner lots, 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. (Ord. No. 1978-04, § 1, 6-28-04)

N. *Screens*. All rooftop utilities and facilities such as air conditioning units, as well as all exterior mechanical equipment, shall be screened so as to not be visible from public view, including from balconies and windows of adjacent buildings. (Ord. No. 1978-04, § 1, 6-28-04)

O. *Signage*. The use of exposed neon tubing, or similar, on any property is prohibited. All signage in the Urban Code District shall comply with the sign requirements as described in section 6.11.00, the sign code, with the following exceptions:

1. Backlit sign panels and internally illuminated cabinet signs shall be prohibited.
2. Signs affixed to the exterior of a building should be architecturally compatible with the style, composition, materials, colors and details of the building and with other signs used on the building site.

(Ord. No. 1978-04, § 1, 6-28-04); Ord. No. 2014-05, § 1, 2-14-05; Ord. No. 2145-07, § 1, 11-26-07)

P. *Fences*. Fences shall adhere to the requirements in section 6.09.05, except for the following; 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 six feet in height. Chain link fence concealed by landscaping may be used along the side and rear of the property provided that no chain link fencing is visible from public right-of-way. No simulations shall be permitted. All chain link fences must be black or dark green vinyl-clad.

(Ord. No. 1978-04, § 1, 6-28-04)

Q. *Architectural feature*. Tower features shall not be more than 300 square feet in area and shall not be more than 15 feet above the maximum building height.

Architectural features may encroach into a setback the lesser of five feet or 60 percent of the width of a setback. For facades built with a zero setback, cornices, parapets, and bay windows at upper stories may project a maximum of three feet.

(Ord. No. 1978-04, § 1, 6-28-04)

R. *Parapet walls*. A parapet wall shall not exceed 24 inches in height, provided however, a greater height of up to ten feet may be permitted by the city development director if necessary to conceal rooftop utilities such as stairway and elevator bulkheads and other roof equipment, or to achieve architectural enhancement. No height of greater than 24 inches shall be permitted for more than 40 percent of any facade of a building. A parapet wall shall be designed to be consistent and compatible with the design and treatment of the facade of the structure.

(Ord. No. 1978-04, § 1, 6-28-04)

S. *Residential rooftop use occupancy*. Residential uses occupancy of a flat rooftop which are ancillary to residential occupancies shall be limited to uses which are ancillary to residential occupancies only and shall be enclosed by a code-compliant safety railing or other approved barrier. Except as otherwise permitted by this code, no permanently

affixed structures, including, gazebos, trellises, or other similar structures shall be allowed on the roof of a four-story building. Maintenance and repairs shall not be deemed occupancy as that term is used in this paragraph.

(Ord. No. 1978-04, § 1, 6-28-04)

T. *Rooftop dining.* Rooftop dining, as defined by this Code, are permitted as a major conditional use, and in accordance with the supplemental regulations set forth in Section 2.06.19.

(Ord. No. 1978-04, § 1, 6-28-04)

Attachment B Designation of UPUD

2.07.00. - DESIGNATION OF PLANNED UNIT DEVELOPMENT (PUD)

A. *Purpose.* The purpose of this section 2.07.00 is to provide an alternative means of residential, commercial, public service and industrial land development and an alternative zoning procedure that may be used to establish residential, commercial, public service and industrial planned unit development zoning districts at appropriate locations and in accordance with the planning and development objectives of the city. A planned unit development (PUD) established according to the provisions of this section may depart from the strict application of use, setback, parking requirements, and other requirements of standard zoning districts. A PUD shall be consistent with the overall planning and development goals and objectives of the city as reflected by the City of Stuart Comprehensive Plan. A primary purpose of this section is to provide a set of zoning requirements as a starting point from which such flexibility may be accomplished while maintaining and protecting the public health, safety and welfare of the citizens.

A second purpose of this section is to establish a resilient living and working environment through the application of enlightened and imaginative approaches to community planning, stormwater infrastructure and property design. A PUD should provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economical development and the protection of adjacent existing and future development. Therefore, the PUD alternative may allow uses and design concepts which are not specifically allowed in standard zoning districts. To the extent that any provisions of this section conflict with any other provisions of this Code, the provisions of this section shall prevail.

B. *PUD defined.* A PUD may be an residential planned unit development (RPUD), an commercial planned unit development (CPUD), an mixed-use planned unit development (MXPUD), an industrial planned unit development (IPUD), an urban planned unit development (UPUD), or an public service planned unit development (PSPUD). A PUD shall consist of land under unified control which may be planned and developed as a whole as a single development operation or as an approved programmed series of development operations by multiple developers. A typical PUD will include principal and accessory uses and structures substantially related to the character of the development itself and to the surrounding area of which it is a part.

As used above, "unified control" means that all land to be included within a PUD shall be owned or otherwise under the legal control of the person or legal entity which has applied for PUD district zoning. Such person or entity shall be legally capable of providing a commitment to the city that the PUD development will comply with all PUD documents, plans, standards and conditions ultimately approved by the city.

A PUD district shall consist of the approved PUD classification and the regulations thereof set forth in this section 2.07.00, and as well as any other documents specifically included within the PUD ordinance adopted by the city commission. The ordinance approving a PUD shall be deemed a zoning ordinance. The provisions of the PUD zoning ordinance shall replace all conflicting development regulations set forth in this Code which would otherwise apply to the development site. The PUD ordinance shall be recorded in the public records of Martin County. The PUD applicant shall also execute a PUD agreement that incorporates the terms and conditions that are set forth in the PUD ordinance.

The applicant may proceed with development only after a plat, if required by the city commission, is recorded in the Martin County public records and after certification by the city development director that the construction plans and other required documents substantially conform to all documents approved as part of the PUD ordinance. The applicant must produce evidence that would bind his successors in title to any commitments made upon approval of PUD.

C. *PUD district to be shown on official zoning map of the city.* The boundaries of land zoned PUD by ordinance of the city commission shall be indicated as such on the official zoning map of the city.

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," "institutional," "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

<i>Maximum Unit Size</i>	<i>Maximum Bedrooms</i>	<i>Unit Density</i>	<i>Parking Space per Unit</i>
900 sq. ft.	1	0.5	1.25
1,100 sq. ft.	2	0.75	1.4
No maximum	No maximum	1	1.5

c. *Uses.* Uses permitted in a UPUD district. The uses of buildings, structures, land or water within a UPUD district are subject to the permitted uses outlined in subsection 3.01.03.F.2 urban code district uses.

d. *Development standards.* UPUD development standards shall be benchmarked against one of the urban districts as defined in section 3.01.00 urban code having regard to building placement, building height, non-residential parking, curb cuts,

stormwater, open space, landscaping, architectural standards and the urban district design objectives. UPUD standards regarding circulation, parking, utilities, drainage, open space, density and other standards shall apply as described in this Code except as modified by the city commission as reflected by the adopted UPUD ordinance.

J. *Planned unit development (PUD) amenity.* All PUD applications are encouraged to incorporate one or a combination of PUD amenities that demonstrate that the subject application meets the purpose of the Land Development Code in providing enlightened and imaginative approaches to community planning, stormwater infrastructure and property design. Guidance as to what may be considered to be a PUD Amenity is contained within the city's Planned Unit Development Amenity Guidelines, hereby adopted by reference, which may be revised from time to time.

1. *Definition.*

PUD amenity means a feature or facility that is added to a PUD development project that enhances the project beyond those required under the city's standard zoning regulations and which demonstrates the application of enlightened and imaginative approaches to one or more of the following:

- a. Community planning,
- b. Stormwater management,
- c. Environmental stewardship,
- d. Sustainable living,
- e. Architectural and/or property design,
- f. Historic preservation.

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST Community Redevelopment Agency

Meeting Date: 6/22/2020

Prepared by: Pinal Gandhi-Savdas and David Dyess

Title of Item:

PURCHASE OF WELLS FARGO PROPERTY (RC):

RESOLUTION No. 06-2020 CRA; A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT #2 TO THE FY 2020 CRA BUDGET TO TRANSFER FUNDS FROM THE CRA FUND BALANCE FOR THE PURCHASE AND ACQUISITION OF 325 SE OCEAN BOULEVARD AND 330 SE OSCEOLA STREET IN THE AMOUNT OF \$1,000,000 FOR THE REDEVELOPMENT OF THE PROPERTIES; PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart Community Redevelopment Agency has historically acquired property within its boundaries to accelerate redevelopment activity within the Community Redevelopment Area. The City Commission adopted Resolution No. 18-2019 which authorized the City Manager to enter into due diligence investigations for properties located at 301 SE Ocean Blvd., 325 SE Ocean Blvd., and 330 SE Osceola Street. After vetting the opportunity, the City Commission adopted Resolution No. 64-2019 authorizing the City Manager to enter a binding Real Estate Purchase Agreement for all of the properties.

The City currently has a contract which encompasses all three lots as a single transaction. However, a community redevelopment opportunity exists on the eastern sites located at 325 SE Ocean Blvd. and 330 SE Osceola Street. Rather than consolidating all three properties into one parcel/transaction, it is a better opportunity for the CRA if the eastern portions of the property are acquired separately so they can be redeveloped.

To successfully redevelop the property within the parameters of the CRA Plan, the staff is requesting the Board to authorize the expenditure of One Million dollars from the CRA fund balance for the purchase and acquisition of 325 SE Ocean Blvd. and 330 SE Osceola Street which have been identified as redevelopment opportunities. The specifics related to the actual redevelopment of each parcel will be brought back to the CRB/CRA at a future date for approval.

On June 2, 2020, the Community Redevelopment Board recommended approval to purchase the two properties with CRA funds.

Funding Source:

FROM: CRA Fund Balance – \$1,000,000

TO: Acquisition of two parcels – \$1,000,000

Recommended Action:

Approve Resolution No. 06-2020 CRA, a budget allocation in the amount of \$1,000,000 for the purchase and acquisition of two properties located at 325 SE Ocean Blvd and 330 SE Osceola Street for redevelopment opportunities within the CRA.

ATTACHMENTS:

Description

Upload Date

Type

▣	Resolution No. 06-2020 CRA Budget Amendment #2-2020	6/10/2020	Resolution add to Y drive
▣	Location Map	6/10/2020	Backup Material
▣	CC Agenda Item 6-8-2020	6/10/2020	Backup Material



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

RESOLUTION No.: 06-2020 CRA

A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT #2 TO THE FY 2020 CRA BUDGET TO TRANSFER FUNDS FROM THE CRA FUND BALANCE FOR THE PURCHASE AND ACQUISITION OF 325 SE OCEAN BOULEVARD AND 330 SE OSCEOLA STREET IN THE AMOUNT OF \$1,000,000 FOR THE REDEVELOPMENT OF THE PROPERTIES; PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The Community Redevelopment Agency of the City of Stuart hereby authorizes a FY 2020 budget transfer as follows:

FROM: CRA Fund Balance – \$1,000,000
TO: Acquisition of two parcels – \$1,000,000

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 06-2020 CRA
Budget Amendment #2 to FY 2020 CRA Budget

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

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

YES	NO	ABSENT

ADOPTED this _____ day of _____, 2020.

ATTEST:

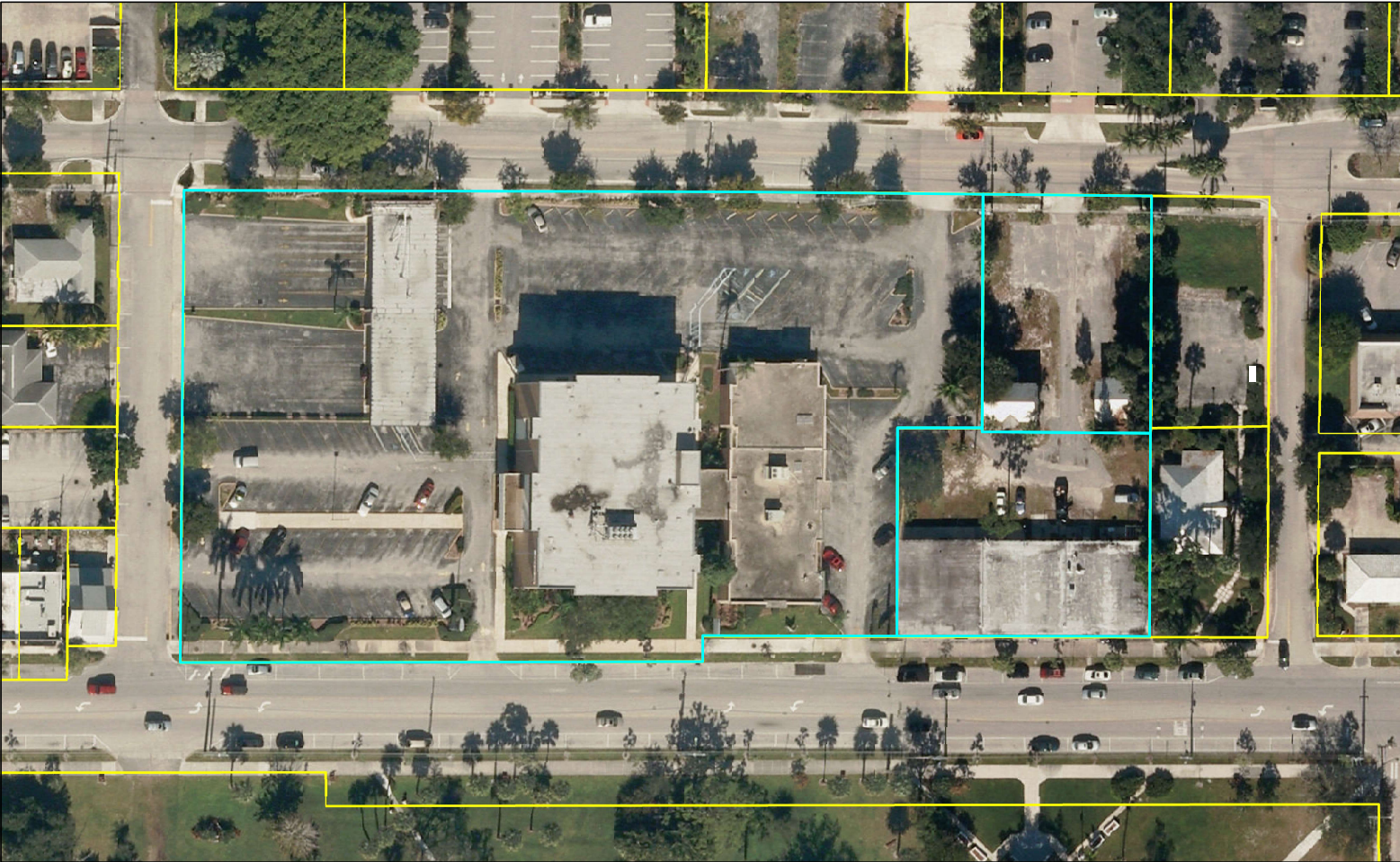
MARY R. KINDEL
CITY CLERK

MICHAEL J. MEIER
MAYOR / CHAIRMAN

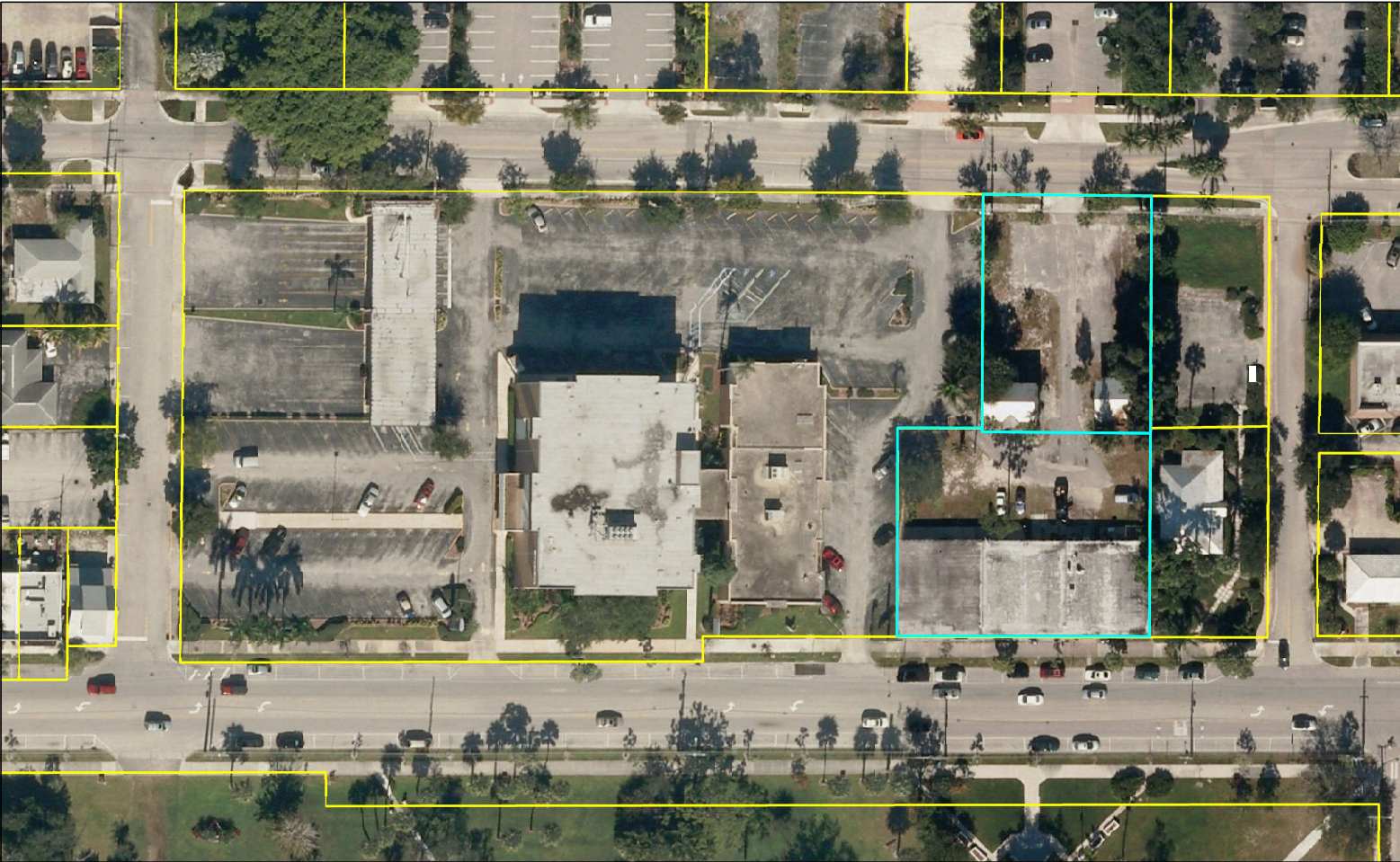
APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

Page 11 of 13
Proposed City Purchase



Proposed CRA Funded Redevelopment



CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 6/8/2020

Prepared by: David Dyess, City Manager

Title of Item:

PURCHASE OF PROPERTY COMMONLY REFERRED TO AS THE WELL'S BUILDING

Summary Explanation/Background Information on Agenda Request:

By resolution 64-2019 the City Commission agreed to enter into a purchase agreement for the properties located at 301 SE Ocean Blvd., 325 SE Ocean Blvd and 330 Osceola St., Stuart, Florida 34994. The contract indicated that the seller had to provide 18,000 Sq Ft (Lease Contingency) of vacant space on the first and second floor by June 30, 2021. If this contingency is satisfied the city would be obligated to close on the contract.

On May 28, 2020 I was notified that the Well's Fargo Bank had renewed their lease option to stay in the building, which would cause the 18,000 SqFt to not be available by June 30, 2021. The City does have the option with written notice to waive the Lease Contingency by June 30, 2020 and and complete the purchase.

Funding Source:

Capital Plan
CRA
Property Management

Recommended Action:

Option 1 - Do not complete the contract and evaluate other options for city hall to include current location remodel.

Option 2 - Waive the "Lease Contingency" and close on the purchase of the property. Evaluate for redevelopment and manage property to become a future home at some point for city hall.

ATTACHMENTS:

Description	Upload Date	Type
☐ Original contract with Stuart Medical Complex LLC	6/2/2020	Backup Material

April 26, 2019

Mr. David Dyess, City Manager
City of Stuart
121 SW Flagler Ave
Stuart, FL 34994

RECEIVED
APR 26 2019
CITY OF STUART-CITY MGR.

RE: Contract Stuart Medical Complex, LLC (Courthouse Commons)

Dear Mr. Dyess:

The Contract between the City of Stuart and Stuart Medical Complex, LLC is inclosed.

Effective Date: April 25, 2019

Price: \$7,000,000.00

Title: To be provided by the Seller within 30 days (May 26, 2019)

Due Diligence: 60 days (June 25, 2019)

Ratification: No latter than 30 days after Due Diligence

Lease Contingency: Seller has the obligation to provide the City a minimum of 18,000 sq. ft. located on the first and second floors by June 20,2021. To be satisfied by July 1, 2020.

Closing: 90 days after Seller has satisfied the Lease Contingency

Let us know what we can do to assist with the City's Due Diligence. Also let us know if you want us to work with Bob Kramer for the purchase of the "vacant land" for the purpose of building townhomes.

Sincerely,



Boyd G. Bradfield, Jr., CCIM, SIOR
President
NAI Southcoast



Commercial Contract

1. PARTIES AND PROPERTY: City of Stuart ("Buyer")

agrees to buy and Stuart Medical Complex, LLC ("Seller")

agrees to sell the property at:

Street Address: 301 SE Ocean Blvd., 325 SE Ocean Blvd., and 330 Osceola St., Stuart, Florida 34994

Legal Description: All of the real property described in that certain Warranty Deed recorded in O.R. Book 2548, Page 2252, of the Public Records of Martin County, Florida.

and the following Personal Property: _____

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: \$ 7,000,000.00

(a) Deposit held in escrow by: NAI Southcoast Escrow Account ("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: 2055 S. Kanner Highway, Stuart, FL 34995 Phone: 772-286-6292

(b) Additional deposit to be made to Escrow Agent

☐ within _____ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within _____ days after Effective Date \$ _____

(c) Additional deposit to be made to Escrow Agent

☐ within _____ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within _____ days after Effective Date \$ _____

(d) Total financing (see Paragraph 5) \$ _____

(e) Other See Addendum \$ 200,000.00

(f) All deposits will be credited to the purchase price at closing.

Balance to close, subject to adjustments and prorations, to be paid via wire transfer.

\$ 6,800,000.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before April 26, 2019, this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or _____ . Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on See Addendum (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) Location: Closing will take place in Martin County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

~~5. THIRD PARTY FINANCING:~~

BUYER'S OBLIGATION: On or before _____ days (5 days if left blank) after Effective Date, Buyer will apply for third party financing in an amount not to exceed _____ % of the purchase price or \$ _____, with a fixed interest rate not to exceed _____ % per year with an initial variable interest rate not to exceed _____ % with points or commitment or loan fees not to exceed _____ % of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If Buyer, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within _____ days (3 days if left blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract. If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If Buyer has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____

provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as administrative/general office

(a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) ☒ Seller's ☐ Buyer's expense and within _____ days after Effective Date or at least 30 days before Closing Date deliver to Buyer (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or

Buyer (ES) (____) and Seller (OL) (____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.

(b) **Title Examination:** Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within _____ days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** (check applicable provisions below)

(i.) ☒ Seller will, within 7 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the date this Contract is terminated.

☒ Buyer will, at ☐ Seller's ☐ Buyer's expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ Buyer will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$_____ (1.5% of the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b))

☐ (a) **As Is:** Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ (b) **Due Diligence Period:** Buyer will, at Buyer's expense and within 60 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems appropriate. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the

Buyer (CE) (____) and Seller (DL) (____) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a result of the Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit will be immediately returned to Buyer and the Contract terminated.

(c) **Walk-through Inspection:** Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. ~~Any changes, such as renting vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted only with Buyer's consent or without Buyer's consent.~~

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) **Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) **Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

(c) **Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); ~~tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender;~~ assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller, if requested by the Buyer in writing, will certify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

Buyer (DL) () and Seller (DL) () acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title marketable after diligent effort, Buyer may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. ~~If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.~~

(b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for Buyer's default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

Buyer (*CS*) and Seller (*DL*) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

251 **17. DISCLOSURES:**

252 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
 253 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of
 254 commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the
 255 owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not
 256 attach to any interest in real property. This lien right cannot be waived before the commission is earned.

257 (b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special
 258 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
 259 liens, if any, shall be paid as set forth in Paragraph 9(e).

260 (c) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
 261 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
 262 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
 263 and radon testing may be obtained from your county public health unit.

264 (d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by
 265 Section 553.996, Florida Statutes.

266 **18. RISK OF LOSS:**

267 (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will
 268 bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to
 269 Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and
 270 Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim
 271 to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any
 272 such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of
 273 the Buyer.

274 (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
 275 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this
 276 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of
 277 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at
 278 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate
 279 with and assist Buyer in collecting any such award.

280 **19. ASSIGNABILITY; PERSONS BOUND:** This Contract ~~may be assigned to a related entity, and otherwise~~ ☐ is not
 281 assignable ☐ ~~is assignable~~. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement
 282 to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This
 283 Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if
 284 assignment is permitted).

285 **20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller.
 286 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
 287 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
 288 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
 289 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
 290 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
 291 construed under Florida law and will not be recorded in any public records.

292 **21. BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a
 293 licensed real estate Broker other than:

294 (a) Seller's Broker: NAI Southcoast

Boyd Bradfield

(Company Name)

(Licensee)

295 2055 S. Kanner Highway, Stuart, FL 34994 772-286-6292

boyd@naisouthcoast.com

(Address, Telephone, Fax, E-mail)

296 who ☒ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by
 297 ☒ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☒ other (specify) _____

298 If closing occurs, as closing is a condition of payment of the commission, Seller will pay a commission of 3% of the Purchase Price

299 (b) Buyer's Broker: None

(Company Name)

(Licensee)

(Address, Telephone, Fax, E-mail)

300 Buyer (JS) (____) and Seller (DL) (____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by
☐ Seller's Broker ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

- | | | |
|---|--|---|
| ☐ Arbitration | ☐ Seller Warranty | ☐ Existing Mortgage |
| ☐ Section 1031 Exchange | ☐ Coastal Construction Control Line | ☐ Buyer's Attorney Approval |
| ☐ Property Inspection and Repair | ☐ Flood Area Hazard Zone | ☐ Seller's Attorney Approval |
| ☐ Seller Representations | ☐ Seller Financing | ☒ Other <u>Addendum</u> |

23. ADDITIONAL TERMS:

See Addendum

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER

Buyer (Signature) () and Seller (Signature) () acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

City of Stuart

(Signature of Buyer) [Signature] Date: 4-24-19

(Typed or Printed Name of Buyer) David Dyess Tax ID No.: _____

Title: _____ Telephone: _____

(Signature of Buyer) _____ Date: _____

(Typed or Printed Name of Buyer) _____ Tax ID No.: _____

Title: _____ Telephone: _____

Buyer's Address for purpose of notice _____

Facsimile: _____ Email: _____

Stuart Medical Complex, L&C

(Signature of Seller) [Signature] Date: 4/25/19

(Typed or Printed Name of Seller) David F. Cash Tax ID No.: 45-3800657

Title: Manager Telephone: 561-339-3907

(Signature of Seller) _____ Date: _____

(Typed or Printed Name of Seller) _____ Tax ID No.: _____

Title: _____ Telephone: _____

Seller's Address for purpose of notice: 2401 PGA Blvd. #280P, Palm Beach Gardens, FL 33410

Facsimile: N/A Email: david.cash@stanmoredevelopment.com

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ADDENDUM TO COMMERCIAL CONTRACT

THIS ADDENDUM TO COMMERCIAL CONTRACT (this "Addendum") amends and modifies that certain COMMERCIAL CONTRACT ("Contract") between STUART MEDICAL COMPLEX, LLC, a Florida limited liability company, as "Seller", and CITY OF STUART, a Florida municipal corporation, as "Buyer", as to the real property located at 301 S.E. Ocean Blvd., 325 S.E. Ocean Blvd. and 330 Osceola St., Stuart, Florida 34994 and more particularly described in the Contract ("Property").

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend and modify the Contract as follows:

1. Definitions. All initially capitalized terms not otherwise defined in this Addendum shall have the meanings ascribed to them in the Contract.

2. Ratification of Contract. In the event that Buyer does not terminate the Contract pursuant to Section 7(b) thereof, then Buyer shall bring the Contract (as amended hereby) to the City Commission of the Buyer for ratification and approval at the next meeting of the City Commission, but in no event more than thirty (30) days after the expiration of the Due Diligence Period. In the event that Buyer is unable to approve the Contract (as amended hereby) by resolution of the City Commission of the Buyer at the conclusion of a public hearing and certified by the Clerk of Buyer (the "Resolution") within thirty (30) days after the expiration of the Due Diligence Period, then the Contract (as amended hereby) shall automatically terminate on the date that is thirty (30) days after the expiration of the Due Diligence Period.

3. Deposit. In the event that Buyer obtains the Resolution within thirty (30) days after the expiration of the Due Diligence Period, then within three (3) business days after the date of such Resolution, Buyer shall notify Seller of the same in writing and Buyer shall pay a deposit to Escrow Agent in the amount of \$200,000.00, which deposit shall be applicable to the Purchase Price and shall be non-refundable to Buyer unless Seller defaults under the Contract or Seller is unable to timely deliver the Lease Evidence (as defined below).

4. Lease Contingency: Closing. Buyer's and Seller's obligations to close on the sale and purchase of the Property are contingent on Seller causing a total of at least 18,000 square feet (located in a combination of first and second floor space) within the multi-story office building on the Property to become vacant by no later than June 30, 2021 (the "Lease Contingency"). In the event that Seller is able to deliver to Buyer ~~documentation (which shall come in the form of lease amendments or expiration dates of leases)~~ that the Lease Contingency has been satisfied (such documentation shall be referred to herein as the "Lease Evidence"), then the Closing Date shall be the date that is ninety (90) days after Seller has delivered all of the Lease Evidence to Buyer. In the event that Seller is unable to deliver the Lease Evidence to Buyer on or prior to June 30, 2020, then Seller shall not be deemed to be in default of the Contract, and, unless Buyer delivers the waiver of the Lease Contingency described below, the Contract shall automatically terminate on July 1, 2020 and the deposit paid by Buyer shall be returned to Buyer. Notwithstanding anything in this paragraph to the contrary, Buyer may waive the Lease Contingency as a closing contingency

Tenant
Estoppel
Certificate
for each/all
Tenants.

65
4-24-19

AC
4/25/19

upon written notice delivered to Seller at any time before the Lease Contingency is satisfied, but in no event later than June 30, 2020, and in the event Buyer timely delivers said waiver, then (i) the Lease Contingency shall not be a condition of closing and neither party's obligations to close shall be contingent on the Lease Contingency being satisfied, and (ii) the Closing Date shall be the earlier of September 30, 2020 or the date that is ninety (90) days after Buyer delivers said waiver to Seller.

5. Operation of Property. Until Buyer notifies Seller that it has obtained the Resolution, Seller shall not need Buyer's consent to renting vacant space at the Property or amending or terminating any leases of the Property. From and after the date that Buyer notifies Seller that it has obtained the Resolution, Seller shall need Buyer's consent to renting vacant space at the Property or amending or terminating any leases of the Property; provided, however, that notwithstanding the foregoing, Seller shall not need Buyer's consent to the termination of any leases that are done in pursuit of satisfying the Lease Contingency.

6. Conflict. In the event of any conflict between the terms of this Addendum and the terms of the Contract, then the terms of this Addendum shall control.

7. Counterparts. The Contract and this Addendum may be executed in counterparts and electronically Transmitted signatures shall be considered as original signatures.

8. Ratification. All other terms, covenants and conditions of the Contract are hereby ratified and affirmed.

IN WITNESS WHEREOF the parties have executed this Addendum.

SELLER:

Stuart Medical Complex, LLC
a Florida limited liability company

By: 

David F. Cash, Manager

BUYER:

City of Stuart, a Florida
municipal corporation

By: 

Print Name: David Dyess

Title: City Manager

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CRB/HPB Board

Meeting Date: 10/5/2021

Prepared by: Kev Freeman

Title of Item:

Applications coming before the Community Redevelopment Board.

Summary Explanation/Background Information on Agenda Request:

The Board requested a discussion item in order that they may set expectation of the content of applications prior to Board presentation/determination.

The duties and responsibilities of the Board are attached.

Funding Source:

N/A

Recommended Action:

Discuss and provide staff direction.

ATTACHMENTS:

Description	Upload Date	Type
☐ D.1 Extract from LDC	9/22/2021	Backup Material

Sec. 8.00.04. - Stuart Community Redevelopment Board.

- A. *Membership.* The Stuart Community Redevelopment Board (CRB) shall consist of seven members. Members shall be residents of the city or the owners of a business within the city.
- B. *Powers and duties.* For properties within the community redevelopment area, the CRB shall:
 1. Hear, consider, and recommend applications for Urban Code conditional use as provided at section 3.01.06 and section 11.01.10 of this Code;
 2. Review development applications which pertain to historic buildings and recommend approval, approval with conditions, or denial of an application for such development;
 3. Review all proposed amendments to section 3.01.00, Urban Code, and the community redevelopment plan and recommend approval, approval with conditions, or denial;
 4. Review and recommend programs, projects, plans and grant applications to implement the community redevelopment plan;
 5. Conduct such hearings and workshops as may be necessary to perform the foregoing duties and responsibilities;
 6. Review, hear and approve, approve with conditions, or deny applications for texture architectural materials and public art, as provided in section 3.01.06.
- C. *Conduct of business.*
 1. A chairperson and vice chairperson of the Stuart Community Redevelopment Board shall be elected from time to time, but at least annually, by the board. The chairperson shall preside over all meetings of the CRB and shall have the same rights as other members. The vice chairperson shall act in the absence of the chairperson.
 2. Meetings of the CRB shall be held in the city commission meeting room at Stuart city hall and shall be open to the public.
 3. The city development director shall provide the personnel, equipment and materials necessary to enable the CRB to conduct its business.
 4. The city attorney shall be the legal advisor to the board.
 5. A quorum of the board shall be four members. A majority of a quorum shall be necessary to take action.
 6. The CRB may adopt rules for the conduct of its meetings, so long as such rules do not conflict with the ordinances and resolutions of the city commission and the resolutions of the community redevelopment board.
 7. Decisions of the CRB in matters that are quasi-judicial in nature shall be based upon the evidence presented to the board at a quasi-judicial hearing. The board shall make findings of fact and conclusions of law in making its advisory decision. The decisions or orders of the board shall be promptly reduced to writing and signed by the chairperson and secretary.
 8. The CRB shall consider all proposed amendments to the Urban Code and make a recommendation thereon to the city commission. The board may of its own volition propose to the city commission that certain amendments be made to the Urban Code.
 9. The CRB shall perform any duty described herein, and any other duty specifically assigned to it by the city commission or the community redevelopment agency.