



AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

OCTOBER 13, 2025

AT 4:00 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

Mayor Campbell Rich

Vice Mayor Christopher Collins

Commissioner Eula R. Clarke

Commissioner Laura Giobbi

Commissioner Sean Reed

ADMINISTRATIVE

City Manager, Michael J. Mortell

City Attorney, Lee J. Baggett

City Clerk, Mary R. Kindel

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

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

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

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

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - FLORIDA ARTS & DANCE COMPANY - DANCING TO THE NUTCRACKER

PROCLAMATIONS

2. FLORIDA CITY GOVERNMENT WEEK - OCTOBER 20–26, 2025
3. DOMESTIC VIOLENCE AWARENESS MONTH - OCTOBER 2025

PRESENTATIONS

4. SERVICE AWARDS OCTOBER 2025
5. DEVELOPMENT APPLICATION APPROVAL PROCESS & PROCEDURES

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

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

APPROVAL OF CONSENT CALENDAR

6. APPROVAL OF 09/22/2025 SCM FINAL MILLAGE AND FINAL BUDGET MINUTES AND 09/22/2025 CCM MINUTES (RC)
7. TREE CITY USA RECERTIFICATION APPLICATION 2025-2026 (RC):

RESOLUTION No. 99-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE EXECUTION AND SUBMISSION OF THE 2025-2026 ANNUAL RECERTIFICATION APPLICATION FOR THE TREE CITY USA DESIGNATION; AND REAFFIRMING THE CITY'S COMMITMENT TO URBAN FORESTRY; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

8. FINAL RENEWAL OF FLAGLER CENTER LEASE WITH STUART MAIN STREET ASSOCIATION, INC. (RC):

RESOLUTION No. 101-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE A THREE-YEAR EXTENSION TO ABSOLUTE TRIPLE NET – UNSUBORDINATED LEASE AGREEMENT BETWEEN THE CITY OF STUART AND STUART MAIN STREET ASSOCIATION, INC. FOR THE "FLAGLER CENTER" LOCATED AT 201 SW FLAGLER AVENUE, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9. AUTHORIZATION TO APPLY FOR FDLE DRONE REPLACEMENT GRANT (RC):

RESOLUTION No. 100-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR FUNDING UNDER THE FY 2025–26 DRONE REPLACEMENT PROGRAM; PROVIDING FOR THE EXECUTION OF AN AGREEMENT IF FUNDS ARE AVAILABLE AND AWARDED; AND PROVIDING AN EFFECTIVE DATE.

10. THE SPICE AND TEA EXCHANGE REQUESTING A MAJOR URBAN CODE CONDITIONAL USE LOCATED AT 39 SW OSCEOLA STREET (RC):

RESOLUTION No. 98-2025, A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO APPROVE A MAJOR URBAN CODE CONDITIONAL USE EXCEPTION TO GLENN AND KIMBERLY GORDON WITH GORDON ENTERPRISES STUART, LLC ALSO KNOWN AS THE SPICE AND TEA EXCHANGE, TENANT AT 39 SW OSCEOLA STREET; TO ALLOW A FORMULA BUSINESS TO BE LOCATED WITHIN THE FORMULA BUSINESS AREA AND TO WAIVE THE REQUIRED 300 FOOT SEPARATION BETWEEN FORMULA BUSINESS ESTABLISHMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

11. LEASE AMENDMENT WELLS FARGO - FLORIDA CANCER SPECIALISTS (RC):

RESOLUTION No. 104-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF AN AMENDMENT TO LEASE WITH TENANTS AT 301 SE OCEAN BLVD. TO ALLOW FOR THE TERMINATION OF LEASE IN THE YEAR 2028 AND TO ALLOW STAFF TO RELOCATE IN ACCORDANCE WITH PRIOR COMMISSION ACTION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

12. DISCUSSION AND DELIBERATION OF CITY MANAGER'S EMPLOYMENT CONTRACT

ADJOURNMENT

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

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

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

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

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

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

Meeting Date: 10/13/2025

Prepared by:

Title of Item:

ARTS MOMENT - FLORIDA ARTS & DANCE COMPANY - DANCING TO THE NUTCRACKER

Summary Explanation/Background Information on Agenda Request:

Funding Source:

Recommended Action:

ATTACHMENTS:

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

Meeting Date: 10/13/2025

Prepared by: Susej Meleqi

Title of Item:

FLORIDA CITY GOVERNMENT WEEK - OCTOBER 20–26, 2025

Summary Explanation/Background Information on Agenda Request:

Florida City Government Week is an annual statewide observance led by the Florida League of Cities each October to highlight the important role municipal governments play in the daily lives of residents. The purpose of the week is to raise awareness about how city governments function, showcase the wide range of services they provide, and encourage greater civic engagement. Cities across Florida participate by issuing proclamations, hosting open houses, offering tours of facilities such as water treatment plants or public works departments, and organizing educational activities in schools, including mock city council meetings or classroom visits from elected officials. Many communities also spotlight their staff and departments on social media, hold citizen academies, or create fun contests to help residents better understand city operations. These events not only educate the public but also strengthen the connection between local governments and their communities. In 2025, Florida City Government Week will be celebrated October 20–26.

Funding Source:

N/A

Recommended Action:

Issue Proclamation.

ATTACHMENTS:

1. Florida City Government Week - October

PROCLAMATION

FLORIDA CITY GOVERNMENT WEEK OCTOBER 20-26, 2025

WHEREAS, city government is the government closest to most citizens and the one with the most direct daily impact upon its residents. Municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities. City government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities, of which Stuart is a member, have joined together to teach citizens about municipal government through a variety of activities.

NOW THEREFORE, I, CAMPBELL RICH, Mayor of the City of Stuart, do hereby proclaim October 20th – October 26th, 2025 as:

FLORIDA CITY GOVERNMENT WEEK

In the City of Stuart, we encourage citizens to participate in the scheduled event that recognizes and celebrates Florida City Government week.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 13th day of October, 2025.

CAMPBELL RICH
MAYOR

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

Meeting Date: 10/13/2025

Prepared by: Susej Meleqi

Title of Item:

DOMESTIC VIOLENCE AWARENESS MONTH - OCTOBER 2025

Summary Explanation/Background Information on Agenda Request:

Domestic Violence Awareness Month, observed every October, is a time dedicated to raising awareness about the impact of domestic violence, supporting survivors, and promoting prevention efforts. It serves as a reminder that domestic violence affects individuals and families across all communities, regardless of age, gender, or background. Throughout the month, organizations, advocates, and communities come together to educate the public, provide resources, and encourage open dialogue to break the cycle of abuse. The observance also honors the strength and resilience of survivors while emphasizing the importance of collective action to foster safe, supportive, and violence-free environments.

Funding Source:

N/A

Recommended Action:

Issue Proclamation.

ATTACHMENTS:

1. Domestic Violence Awareness Month - October

PROCLAMATION

DOMESTIC VIOLENCE AWARENESS MONTH OCTOBER 2025

WHEREAS, domestic violence is a serious, widespread issue that affects individuals in every community regardless of age, race, income, or education level, and leaves a lasting impact on survivors, families, and communities; and

WHEREAS, more than one in three women and one in four men in the United States have experienced physical violence, threats, or abuse from an intimate partner during their lifetimes. the effects of domestic violence extend beyond the immediate harm caused to survivors, impacting children, workplaces, health systems, and entire communities; and

WHEREAS, *Safety. Support. Solidarity.* is the theme for Domestic Violence Awareness Month 2025, uniting communities nationwide and here on the Treasure Coast in standing #WithSurvivors. SafeSpace is the only certified domestic violence center serving Martin, St. Lucie, and Indian River counties, providing lifesaving services such as 24/7 shelter, a confidential hotline, legal advocacy, children's programs, and financial empowerment to help survivors achieve safety and stability; and

WHEREAS, it is vital to recognize the importance of SafeSpace's work and to encourage community members, employers, faith leaders, and civic organizations to act by raising awareness, learning the signs of abuse, and offering compassionate support to survivors.

NOW THEREFORE, I, CAMPBELL RICH, Mayor of the City of Stuart, do hereby proclaim October 2025 as:

DOMESTIC VIOLENCE AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 13th day of October, 2025.

CAMPBELL RICH
MAYOR

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

Meeting Date: 10/13/2025

Prepared by: Kathy Martin

Title of Item:

SERVICE AWARDS OCTOBER 2025

Summary Explanation/Background Information on Agenda Request:

Bradley Howard	U&E	15 years
Roz Johnson Strong	HR	15 years
Anne Hawkins	U&E	10 years
Edith Guyette	Development	10 years
Timothy Spugnardi	Police	5 years
Kevin McDonald	U&E	5 years

Funding Source:

General Fund

Recommended Action:

Present Awards

ATTACHMENTS:

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

Meeting Date: 10/13/2025

Prepared by: Jodi Nentwick

Title of Item:

DEVELOPMENT APPLICATION APPROVAL PROCESS & PROCEDURES

Summary Explanation/Background Information on Agenda Request:

The Land Development application process serves to ensure that new projects comply with legal, environmental, and community standards. It is a structured legal framework that regulates how land can be used and developed. The objectives of this process include:

- Ensuring compliance with local zoning laws and planning policies.
- Protecting public interests and maintaining environmental integrity.
- Promoting sustainable growth and development.
- Providing transparency and accountability at each stage of the development process.
- Facilitating the approval of development projects that align with community needs and regulatory standards.
- The process begins with pre-application consultation, where developers engage with planning authorities to understand specific requirements and identify potential obstacles. This initial step ensures clarity on jurisdictional standards and community expectations.

Funding Source:

N/A

Recommended Action:

Presentation

ATTACHMENTS:

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

Meeting Date: 10/13/2025

Prepared by: Nina Mullin

Title of Item:

APPROVAL OF 09/22/2025 SCM FINAL MILLAGE AND FINAL BUDGET MINUTES AND 09/22/2025 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Item.

ATTACHMENTS:

1. 09/22/2025 SCM Final Millage and Final Budget
2. 09/22/2025 CCM Minutes

**MINUTES
SPECIAL MEETING OF THE STUART CITY COMMISSION
FINAL MILLAGE AND FINAL BUDGET
SEPTEMBER 22, 2025
AT 5:15 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

CITY COMMISSION

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

ADMINISTRATIVE

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

ROLL CALL

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

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

Commissioner Giobbi

- Thanked Louis "Joly" Boglioli, Director of Finance, and staff for working very hard on the budget.

COMMENTS BY CITY MANAGER

None.

APPROVAL OF AGENDA

**9:55 PM MOTION: Approve.
MOVED BY: Christopher Collins
SECONDED BY: Eula Clarke
Motion approved unanimously.**

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

None.

COMMISSION ACTION

1. ADOPTION OF THE FY2026 FINAL MILLAGE (RC):

RESOLUTION No. 96-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, OF MARTIN COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF STUART IN MARTIN COUNTY FOR FISCAL YEAR 2026; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Michael Mortell, City Manager, reported on the purpose of this meeting as required by Florida Law and announced the final millage rates of the City rollback rate for fiscal year 2026, 4.7014 mills. The City is proposing a millage rate for the fiscal year 2026, which exceeds the rollback rate by 4.22 percent, of 4.9000 mills. He further stated that the increase is to fund current operations and accommodate normal increases in the cost of those operations.

9:57 PM MOTION: Approve.

MOVED BY: Christopher Collins

SECONDED BY: Eula Clarke

VOTE: Motion passed 4/1.

YES: Eula Clarke, Christopher Collins, Laura Giobbi, Sean Reed

NO: Campbell Rich

2. ADOPTION OF THE FY2026 FINAL BUDGET (RC):

RESOLUTION No. 97-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING THE FINAL BUDGETS OF THE CITY OF STUART, FLORIDA, FOR FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

10:01 PM MOTION: Approve.

MOVED BY: Christopher Collins

SECONDED BY: Laura Giobbi

Motion approved unanimously.

ADJOURNMENT

10:01 PM

Mary R. Kindel, City Clerk

Campbell Rich, Mayor

Minutes to be approved at the Regular Commission Meeting this 13th day of October, 2025.

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
SEPTEMBER 22, 2025
AT 5:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

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

ADMINISTRATIVE

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

ROLL CALL

6:13 PM

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

INVOCATION

Pastor James Harp, Stuart Alliance Church, gave the Invocation.

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

Commissioner Reed

- Announced he will not be in attendance for the Joint City/County/School Board Meeting on October 3, 2025.
- Requested a consensus from board members, to have Michael Mortell's City Manager contract be brought back to the City Commission Meeting on October 13th.

Commissioner Clarke

- Thanked the Board and the Staff for all their hard work.

Vice Mayor Collins

- Commented on the past two (2) weeks leaning heavily on him and the vigil attended for Charlie Kirk, proud of the community, encouraged everyone to use this in a positive way. Our country needs Jesus, and morality can make our country great. Caution those in leadership, to use this as an opportunity to punish others for political opinions.

Mayor Rich

- Commented on the outstanding attendance in the room.
- Commented on the Constitution Reading, and thanked Commissioner Giobbi, Reed and Clarke for their attendance.
- Announced he attended an event on September 16th, to a Remembrance Ceremony in Port Mayaca Cemetery, the Hurricane of 1928 to read a Proclamation from the City.
- Commented that the Seacoast Bank was founded in Stuart in 1926 by Dennis Hudson and the City is lucky to tie this project into history.

COMMENTS BY CITY MANAGER

City Manager Mortell

- This week, the City received a letter from John Trayhan, Director of Treasure Coast Running, stating how impressed he is with Russell Halloway track and now that it is completed, a track meet will take place on January 24th, 2026.

APPROVAL OF AGENDA

6:24 PM MOTION: Approve agenda pulling Item #3.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

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

1. Kevin Sharkey - Stuart; Molly's House open twenty-nine (29) years and has served over 30,000 families; commented in support of Seacoast Bank.

APPROVAL OF CONSENT CALENDAR

1. APPROVAL OF 09/08/2025 SCM TENTATIVE MILLAGE & TENTATIVE BUDGET MINUTES AND 09/08/2025 CCM MINUTES (RC)
2. AWARD OF RFP 2025-301 INDEPENDENT AUDITING SERVICES (RC):

RESOLUTION No. 80-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF RFP 2025-301, INDEPENDENT AUDITING SERVICES TO THE TOP RANKED FIRM,

FORVIS MAZARS, LLP, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

***** ITEM #3 PULLED *****

3. APPENDIX A UPDATE (RC):

RESOLUTION No. 86-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING TYPES, FEES, RATES AND CHARGES AS APPENDIX "A" TO THE CITY CODE OF ORDINANCES, AS PROVIDED AND PERMITTED IN VARIOUS CHAPTERS OF THE CITY'S CODE OF ORDINANCES; PROVIDING FOR CONFLICTS, PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

4. AWARD OF ITB 2025-105 - CITY OF STUART GATEWAY MONUMENT AND DISTRICT SIGNAGE (RC):

RESOLUTION No. 95-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF ITB 2025-105, CITY OF STUART GATEWAY MONUMENT AND DISTRICT SIGNAGE TO KENCO SIGN AND AWNING LLC THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$105,004.25; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

6:29 PM MOTION: Approve Consent Calendar pulling Item #3.

MOVED BY: Christopher Collins

SECONDED BY: Eula Clarke

Motion approved unanimously.

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

3. APPENDIX A UPDATE (RC):

RESOLUTION No. 86-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING TYPES, FEES, RATES AND CHARGES AS APPENDIX "A" TO THE CITY CODE OF ORDINANCES, AS PROVIDED AND PERMITTED IN VARIOUS CHAPTERS OF THE CITY'S CODE OF ORDINANCES; PROVIDING FOR CONFLICTS, PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

PUBLIC COMMENT:

1. Nathan Miskjin - Stuart; All Hooked Up Towing Company, commented on the rate in Appendix A and it being in line with Martin County.
2. Dustin Driscoll - Stuart; Commented that the Appendix A rates are not all updated and

pointed out the differences with Martin County's rate sheet.

Michael Mortell, City Manager, reviewed the fee schedule and rates, and it is his understanding that the City adopted the Martin County schedule verbatim.

Flamur Zenelovic, Chief of Police, explained that the fee schedule was set based on the Martin County schedule and the portion about the dolly and the first 30 minutes and extra 15 minutes, was not included in error and is included now.

6:31 PM MOTION: Approve.
MOVED BY: Christopher Collins
SECONDED BY: Eula Clarke
Motion approved unanimously.

COMMISSION ACTION

5. SEACOAST BANK HEADQUARTERS MAJOR CONDITIONAL USE & MAJOR SITE PLAN, 815 S. COLORADO AVENUE (QJ)(RC):

RESOLUTION No. 85-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, GRANTING A MAJOR CREEK DISTRICT CODE CONDITIONAL USE APPROVAL AND MAJOR DEVELOPMENT PLAN FOR THE SEACOAST BANK HEADQUARTERS PROJECT LOCATED ON THE SOUTHEAST CORNER OF COLORADO AVENUE AND KINDRED STREET; GRANTING APPROVAL TO CONSTRUCT AN APPROXIMATELY 58,647 SQUARE FOOT THREE-STORY HEADQUARTERS OFFICE BUILDING WITH DRIVE-THRU BANK TELLER LANES AND DRIVE-THRU ATM, A DETACHED 90,762 SQUARE FOOT THREE-STORY PRIVATE PARKING GARAGE, AND MAINTAIN THE EXISTING OUTBUILDING STRUCTURES OUTSIDE THE REDEVELOPMENT AFFECTED AREA; REQUIRING SPECIFIC POLICIES TO BE CONSIDERED INCLUDING PARKING REQUIREMENTS AND ARCHITECTURAL STANDARDS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

Lee Baggett, City Attorney, swore in 6 people; Jodi Kugler, Development Director, Flamur Zenelovic, Chief of Police, Joe Capra, Civil Engineer for Captec Engineering, George Missimer, Agent and Land Planner from Cotleur & Hearing, Shaun McKenzie, McKenzie and Associates, and Tracey Dexter, Seacoast.

City Attorney Baggett presented an updated Resolution both via email and a hard copy on the dais. Noted the updates for the record.

Mrs. Kugler presented and reviewed the project to be known as Seacoast Bank Headquarters.

George Missimer, Agent and Land Planner from Cotleur & Hearing, presented the project's team, site location, 3D video of the project, video from Denny Hudson (Former CEO), Chuck Shaffer, Chairman & CEO of Seacoast Bank, and introduced Tracey Decker, Chief Financial Officer of Seacoast.

Ms. Decker presented the history and present of Seacoast, goal of the project, industry recognition, community impact, and spoke about the different parcels onsite and their plans.

Mr. Missimer continued with a detailed presentation on the Seacoast project.

Commissioners continued questions and discussion.

PUBLIC COMMENT:

1. William Corbin - Stuart; Representative of Martin County Business Development Board, commented on what Seacoast Bank brings to our economy, in favor.
2. Ted Astolfi - Stuart; CEO of the Martin County Economic Council, asked Commissioners to do the right thing, in favor.
3. Nick Blount - Stuart; Commented on his experiences within the community and the social benefits; in favor.
4. Nancy Turrell - Stuart; Commented as a customer and have had the privilege of working with many of their employees; in favor.
5. Gordon Proctor - Stuart; CPA of Proctor, Crook and Crowder, now Carr, Riggs, and Ingram; in favor.
6. Ashish Samgh - Shared personal experience with Seacoast Bank; in favor.
7. John Gonzalez - Stuart; Commented that he is proud that Seacoast is staying in Stuart; in favor
8. Shaun Plymale - Stuart; Commented that he has been in Stuart for 51 years; in favor.
9. Scott Turnbull - Stuart; Commented on a personal story; in favor.
10. Christopher Smith - Stuart; Commented on personal service and knowing the bank staff and the building architecture; in favor.
11. Eric Kiehn - Stuart; Supports community businesses contribute to who we are; in favor.
12. Jeff Bowers - Stuart; Founder of Masterpiece Design Build, long-time resident of Stuart and representative of the Treasure Coast Building Association; in favor.
13. Jennifer Atkinson-Lovett - Stuart; Owner of Remax of Stuart, family has lived here for 47 years and a descendant of Cynthia Haney; in favor.
14. Murray Fournie - Jupiter; Treasure Coast Hospice, gave examples of countless families/businesses Seacoast was there for; in favor.
15. Christy Bearse - Palm City; Commented that it's not just a bank, but a partner in our community; in favor.
16. Bob Zaccheo - Palm City; Thanked Seacoast for all they have done; in favor.
17. Suzy Hutcheson - Palm City; Commented on 50 years of business with Seacoast, personally and professionally; in favor.
18. Jimmy Smith - Stuart; Commented on the Kirk family, it should unite America with love. Shared experience with the bank; in favor.
19. Kevin Powers - Stuart; President of Martin County Tax Payers Association, Seacoast has always been a part of his family's life; in favor.
20. Karen Ripper - Palm City; Commented on Seacoast support in the Hugs Program, understanding, guidance and empathy for people with dementia; in favor.
21. Carol Houwaart-Diez - Stuart; United Way of Martin County, the nonprofit world is a better place with Seacoast in it; in favor.
22. Mark Brechbill - Stuart; CRB Board Member, happy to have enthusiastically voted

in favor.

23. Mary Hutchinsen - Stuart; Commented on partnerships; in favor.

9:02 PM MOTION: Approval of Resolution 85-2025 to include the conditions with regard to choosing larger shade trees on the Colorado facing wall of the garage and to also leave the option open to have the easement if DOT or anyone needs it along Colorado Avenue.

MOVED BY: Eula Clarke

SECONDED BY: Laura Giobbi

Motion approved unanimously.

***** 9:07 PM Recess *****

***** 9:18 PM Reconvene *****

6. LEGAL SERVICES CONTRACT, HARVEY SHELDON, P.A. (RC):

RESOLUTION No. 91-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING ENTERING INTO A STANDARD AGREEMENT FOR PROFESSIONAL LEGAL SERVICES WITH THE LAW FIRM OF HARVEY M. SHELDON, P.A.; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Attorney Baggett read the titles of Resolution Numbers 91-2025, 92-2025, and 93-2025.

Ruth Holmes, Environmental Attorney, reviewed the three (3) Resolutions and provided information on the requested contracts that would assist and benefit the St. Lucie River and Estuary. Recommended the approval of each Resolution.

Commissioners discussed, Martin County contributions, available funding, and contracts.

9:36 PM MOTION: Approve.

MOVED BY: Laura Giobbi

SECONDED BY: Eula Clarke

Motion approved unanimously.

7. GOVERNMENT RELATIONS CONTRACT WITH THORN RUN PARTNERS (RC):

RESOLUTION No. 92-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING ENTERING INTO A STANDARD PROFESSIONAL SERVICES AGREEMENT FOR FEDERAL GOVERNMENT RELATIONS WITH THORN RUN PARTNERS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9:37 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

8. HOLTZ CONSULTING ENGINEERS SUBCONTRACT WITH HAZEN AND SAWYER (RC):

RESOLUTION No. 93-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING A WORK AUTHORIZATION FOR EXISTING CITY CONTRACTOR, HOLTZ CONSULTING ENGINEERS, INC., TO SUB-CONTRACT WITH HAZEN AND SAWYER, P.C., PROVIDING FUNDING FOR THE SUB-CONTRACTED WORK; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9:39 PM MOTION: Approve.
MOVED BY: Eula Clarke
SECONDED BY: Laura Giobbi
Motion approved unanimously.

9. ADOPTING LEGISLATIVE PRIORITIES FOR THE 2026 FLORIDA LEGISLATIVE SESSION (RC):

RESOLUTION No. 94-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE ADOPTION OF LEGISLATIVE PRIORITIES FOR THE 2026 LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Jim Chrulski, Community Services Director, provided background on Resolution No. 94-2025 and gave dates for the 2026 Legislative Sessions; October 21st, 2025 for the Martin County Delegation, Blake Library and the 2026 Legislative Session beginning January 13th, ending March 13th, 2026. Mr. Chrulski continued to review the appropriations regarding the Community Center at 10th Street, to have a design-build for a hardened structure to serve as a City shelter for employees required to stay at the Emergency Operating Center during emergencies.

9:52 PM MOTION: Approve.
MOVED BY: Laura Giobbi
SECONDED BY: Eula Clarke
Motion approved unanimously.

DISCUSSION AND DELIBERATION

None.

ADJOURNMENT

9:52 PM

Mary R. Kindel, City Clerk

Campbell Rich, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 13th day of October, 2025.**

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 10/13/2025

Prepared by: Milton Leggett

Title of Item:

TREE CITY USA RECERTIFICATION APPLICATION 2025-2026 (RC):

RESOLUTION No. 99-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE EXECUTION AND SUBMISSION OF THE 2025-2026 ANNUAL RECERTIFICATION APPLICATION FOR THE TREE CITY USA DESIGNATION; AND REAFFIRMING THE CITY'S COMMITMENT TO URBAN FORESTRY; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Each year, local governments around the country have an opportunity to participate in the National Arbor Day Foundation's Tree City USA Program. The Tree City USA program, sponsored by the Arbor Day Foundation in partnership with the U.S. Forest Service, provides a framework for communities to manage and expand their urban forest.

The City of Stuart has proudly maintained its Tree City USA designation since 1990 by meeting the program's four (4) core standards: (1) maintaining a tree board or department; (2) adopting a tree care ordinance; (3) maintaining an annual community forestry budget of at least \$2 per capita; and (4) and celebrating Arbor Day.

The City recognizes the environmental, economic, and social benefits provided by a healthy urban tree canopy, including cleaner air, reduced energy costs, increased property values, and improved quality of life.

The City of Stuart Public Works Department has prepared and compiled the required documentation to renew the City's designation for the 2025-2026 calendar year, confirming that the City has met or exceeded the Tree City USA standards.

Funding Source:

GENERAL FUNDS

Recommended Action:

APPROVE RESOLUTION 99-2025

ATTACHMENTS:

1. R99-2025 Tree City USA Recertification Application 2025-2026 Authorization
2. ARBOR DAY RE-CERTIFICATION APP



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

RESOLUTION NUMBER 99-2025

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA, AUTHORIZING
THE EXECUTION AND SUBMISSION OF THE 2025-
2026 ANNUAL RECERTIFICATION APPLICATION
FOR THE TREE CITY USA DESIGNATION; AND
REAFFIRMING THE CITY'S COMMITMENT TO
URBAN FORESTRY; PROVIDING AN EFFECTIVE
DATE, AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the Tree City USA program, sponsored by the Arbor Day Foundation in partnership with the U.S. Forest Service, provides a framework for communities to manage and expand their urban forest; and

WHEREAS, the City of Stuart has proudly maintained its Tree City USA designation since 1990 by meeting the program's four (4) core standards: (1) maintaining a tree board or department; (2) adopting a tree care ordinance; (3) maintaining an annual community forestry budget of at least \$2 per capita; and (4) and celebrating Arbor Day; and

WHEREAS, the City recognizes the environmental, economic, and social benefits provided by a healthy urban tree canopy, including cleaner air, reduced energy costs, increased property values, and improved quality of life; and

WHEREAS, the City of Stuart Public Works Department has prepared and compiled the required documentation to renew the City's designation for the 2025-2026 calendar year, confirming that the City has met or exceeded the Tree City USA standards.

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

SECTION 1: The City Commission hereby authorizes and approves the submission of the annual Tree City USA renewal application to the Arbor Day Foundation for the 2025-2026 calendar year.

SECTION 2: The City Commission directs and authorizes the Public Works Director to complete and submit all necessary paperwork, including the official application and supporting documentation, to secure the City's continued designation as a Tree City USA City.

SECTION 3: This resolution shall take effect upon adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 13th day of October, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY



PROCLAMATION

ARBOR DAY IN THE CITY OF STUART JANUARY 17, 2025

WHEREAS, 153 years ago Arbor Day was first observed in 1872 in Nebraska and is now observed throughout the nation and the world. The City of Stuart is one of 164 Florida cities that have been recognized as a Tree City USA by the Arbor Day Foundation in honor of its commitment to effective urban forest management; and

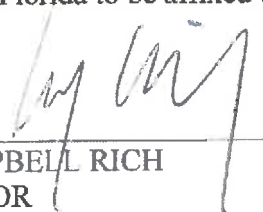
WHEREAS, trees support our environment by reducing the erosion of our precious topsoil by wind and water, filtering of storm water, producing oxygen and providing a habitat for wildlife. Trees improve our physical health by cleaning the air, reducing exposure to the sun's ultraviolet rays, and decreasing temperatures during the summertime. Trees also support our economy by creating jobs, increasing property values, conserving energy, and enhancing the retail experience in our downtown; and

WHEREAS, The Garden Club of Stuart has tirelessly encouraged the planting of trees and encouraged the care and protection of trees so that we can pass on an enduring heritage of a vital natural resource to succeeding generations. The annual "Tree Giveaway & Native Plant Sale" will be held on Saturday, January 18.

NOW, THEREFORE, I, CAMPBELL RICH, as Mayor of the City of Stuart, Florida do hereby proclaim January 17, 2025, as:

STUART ARBOR DAY

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the City of Stuart Florida to be affixed this day of 13th January, 2025.


CAMPBELL RICH
MAYOR





2025 Tree City USA Application for Certification

The Tree City USA award is in recognition of work completed by the community during the 2025 calendar year.

PRIMARY CONTACT INFORMATION

Contact Name:

Milton Leggett

Email:

mleggett@ci.stuart.fl.us

Phone:

+1 (772) 288-5341

Address:

121 SW Flagler Ave

Stuart, Florida 34994

Stuart COMMUNITY INFORMATION

Select which best describes your community:

Community has a Department Chair or City Manager

Ordinance Date:

11/24/2008

Ordinance Uploaded

Per-capita Expenditure

Arbor Day Date

01/17/2025

Arbor Day Proclamation Uploaded

As Mayor or Equivalent of the Community of Stuart

Mayor or Equivalent Signature

Title

Date

Application Certification (to be Completed by the State Forester)

The above-named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained herein, said community is eligible to be certified as a Tree City USA community, for the 2025 calendar year, having in my opinion met the standards required for recognition.

State Forester Signature

Title Date



APPLICATION FOR YEAR 22 OF RECOGNITION

STUART

					
Details	Standard 1	Standard 2	Standard 3	Standard 4	Signature

STANDARD 4 - AN ARBOR DAY OBSERVANCE AND PROCLAMATION

Does your community tree program partner with local k-12 schools on any programming? *

Yes

When did your community celebrate Arbor Day? *

January 17



Attach Proof of the Arbor Day Observance *

Arbor Day can be observed at any time during the year of recognition. The observance can be part of an Earth Day or other community celebration if trees are a central part of the celebration. This must be documented in photos from the event, social media post, published newspaper article, or another form of proof showcasing the observance in your community. Photos, posts, articles, and other documents should clearly depict a tree related activities (e.g., tree plantings, holding Arbor Day or Tree City USA signs, children interacting with trees, etc.)

2025 Arbor Day flier.pdf



ADD FILE



APPLICATION FOR YEAR 22 OF RECOGNITION

STUART



Details



Standard 1



Standard 2



Standard 3



Standard 4



Signature



1

of 1



121 SW Highway Ave

Stuart, Florida 34994

Stuart COMMUNITY INFORMATION

Select which best describes your community:

Community has a Department Chair or City Manager

Ordinance Date:

11/24/2008



APPLICATION FOR YEAR 22 OF RECOGNITION

STUART



Details



Standard 1



Standard 2



Standard 3



Standard 4



Signature

DETAILS

Mayor or Equivalent Contact Information *

Select or Create New Contact

Michael Mortell

Michael Mortell

121 SW Flagler Ave
Stuart, FL 34994
Martin County
United States

Email: mmortell@ci.stuart.fl.us

Phone Number: (772) 288-5386

CHANGE CONTACT

City Forestry Contact Information *

This is the person from your community we will be reaching out to if we have any questions about the application.

Select or Create New Contact

Milton Leggett

Milton Leggett



APPLICATION FOR YEAR 22 OF RECOGNITION
STUART



Details



Standard 1



Standard 2



Standard 3



Standard 4



Signature

Who is legally responsible for the care of all trees on community owned property? *

Community has a Department Chair or City Manager

Department Chair or City Manager Contact Information *

Select or Create New Contact

Michael Mortell

Michael Mortell

Title: City Manager

121 SW Flagler Ave

Stuart, FL 34994

Martin County

United States

Email: mmortell@ci.stuart.fl.us

Phone Number: (772) 288-5386

CHANGE CONTACT

PREVIOUS STANDARD

NEXT STANDARD



APPLICATION FOR YEAR 22 OF RECOGNITION

STUART



Details



Standard 1



Standard 2



Standard 3



Standard 4



Signature

STANDARD 2 - A COMMUNITY TREE ORDINANCE

Ordinance Changes *

My community ordinance has not changed this past calendar year ▼

Date current tree ordinance was established *

11/24/2008



Attach your community's current public tree care ordinance *

[Ordinance 2165-08.pdf](#)



[Stuart, FL Land Development Code Sec. 5.05.00 \(Trees\).pdf](#)



[Ordinance 2432-2020.pdf](#)



[Ordinance 2491-2022.pdf](#)



ADD FILE

Copy and paste relevant language from your community's uploaded ordinance in the box below.

Sec. 5.05.07. City tree replacement fund



APPLICATION FOR YEAR 22 OF RECOGNITION

STUART

					
Details	Standard 1	Standard 2	Standard 3	Standard 4	Signature

STANDARD 3 - A COMMUNITY FORESTRY PROGRAM WITH AN ANNUAL BUDGET OF AT LEAST \$2 PER CAPITA

For a list of qualifying expenses, [click here](#)

Community Population *

19,382

The population here matches the details page entry. Any changes to the population will automatically sync between both sections.

Tree Planting and Initial Care *

\$ 21,500

Include cost of tree purchases, labor and equipment for planting, planting materials, stakes, wrapping, watering, mulching, competition control, etc.

Tree Maintenance *

\$ 364,000

Include pruning, insect and disease management, fertilization, watering, etc.

Tree Removal *

\$ 28,000

Include cost of equipment, supplies, labor, etc.

Management *

\$ 0

Include public education, professional training, memberships, salaries, street and park tree inventory.

Utility Line Clearance

\$ 0

Florida Arbor Day Celebration

Tree Giveaway & Native Plant Sale

Saturday, January 18th

9am—noon

UF/IFAS Extension (Martin County Fairgrounds)

2614 SE Dixie Hwy, Stuart



The Foundation for The Gator Nation
An equal opportunity institution.

- Native plants available for purchase
- Must attend the tree educational seminar to receive a free tree
- Classes start at 9:30am and are held every 30 minutes. Last class at 11:30am.
- Silver Buttonwood, Green Buttonwood & Wax Myrtle trees available (3 gallon size)
- One tree per adult
- Trees are limited. First come, first served.
- Tree variety not guaranteed



Order	Departments Name	Account	Account Description	Adopted	Description	Itemizations
1631 215 -	Building/Facility Maintenance	53550	Fleet Vehicle Leases	13,743		13,743
1633 215 -	Building/Facility Maintenance				Enterprise (2) Ford F250 Utility Body 2021	
1636 215 -	Building/Facility Maintenance	53552	Operating Supplies	95,363	Flag Replacement City Wide	2,500
1637 215 -	Building/Facility Maintenance				Fuel	9,463
1638 215 -	Building/Facility Maintenance				Janitorial Supplies City Wide	70,000
1639 215 -	Building/Facility Maintenance				Memorial Park Replacement Flags	3,500
1640 215 -	Building/Facility Maintenance				Miscellaneous Tools (Hammer, Drills, Wrenches, etc.)	5,000
1641 215 -	Building/Facility Maintenance				Office Supplies	900
1642 215 -	Building/Facility Maintenance				Safety Shoes (6)	900
1643 215 -	Building/Facility Maintenance				Safety Supplies	1,000
1644 215 -	Building/Facility Maintenance				T-Shirts & Hats	1,300
1645 215 -	Building/Facility Maintenance				Welding Supplies	800
1646 215 -	Building/Facility Maintenance					
1648 215 -	Building/Facility Maintenance	53554	Books and Memberships	1,700	One Day Seminars (A/C, Electrical, Plumbing)	700
1649 215 -	Building/Facility Maintenance				Training Course (A/C, Electrical, Plumbing)	1,000
1650 215 -	Building/Facility Maintenance	56562	Buildings Expense	18,000		
1652 215 -	Building/Facility Maintenance				T&G - A/C Replacement 2.5 Ton Unit #1 Garage Site	9,000
1653 215 -	Building/Facility Maintenance				T&G - A/C Replacement 2.5 Ton Unit #2 (Garage Site)	9,000
1654 215 -	Building/Facility Maintenance	56563	Infrastructure Expense	0		
1655 215 -	Building/Facility Maintenance	56564	Machinery & Equipment Expense	0		
1656 220 -	Parks/Grounds Maintenance	51512	Regular Salaries/Wages	407,258		
1657 220 -	Parks/Grounds Maintenance	51513	Other Salaries and Wages	0		
1658 220 -	Parks/Grounds Maintenance	51514	Overtime	22,000		
1659 220 -	Parks/Grounds Maintenance	51515	Special Pay	1,020		
1660 220 -	Parks/Grounds Maintenance	51521	FICA Taxes	32,839		
1661 220 -	Parks/Grounds Maintenance	51522	Retirement Contributions	60,616		
1662 220 -	Parks/Grounds Maintenance	51523	Life and Health Insurances	127,271		
1663 220 -	Parks/Grounds Maintenance	51524	Workers' Compensation	18,153		
1664 220 -	Parks/Grounds Maintenance	51525	Unemployment Compensation	0		
1665 220 -	Parks/Grounds Maintenance	53531	Professional Services	10,200	Engineering Services	2,000
1667 220 -	Parks/Grounds Maintenance				R-O-W Abandonment (4)	8,000
1668 220 -	Parks/Grounds Maintenance				Safety Training (TRICO)	200
1669 220 -	Parks/Grounds Maintenance					
1670 220 -	Parks/Grounds Maintenance	53534	Other Services	57,650		
1672 220 -	Parks/Grounds Maintenance				Annual Fountain Cleaning & Chemical Treatment	13,200
1673 220 -	Parks/Grounds Maintenance				Annual Inspections Bucket Truck & Genie Lift	1,100
1674 220 -	Parks/Grounds Maintenance				Annual Maintenance Memorial Park Exotic/Plant Restoration	2,500
1675 220 -	Parks/Grounds Maintenance				Annual Tree Trimming and Stump Grinding	18,000
1676 220 -	Parks/Grounds Maintenance				Asset Essential Park & Grounds Forestry Module	2,500
1677 220 -	Parks/Grounds Maintenance				Asset Essential Pro	850
1678 220 -	Parks/Grounds Maintenance				Bee Removal	1,000
1679 220 -	Parks/Grounds Maintenance				Outside Labor Force	13,000
1680 220 -	Parks/Grounds Maintenance				Port-O-Let (R &M)	2,000
1681 220 -	Parks/Grounds Maintenance				Uniforms Rentals	3,500
1682 220 -	Parks/Grounds Maintenance	53540	Travel and Per Diem	2,900		
1684 220 -	Parks/Grounds Maintenance				Park Management Safety, Inspector Certification Training	1,200
1685 220 -	Parks/Grounds Maintenance				Pesticide & Herbicide Certification	400
1686 220 -	Parks/Grounds Maintenance				Turf Management Training	300
1687 220 -	Parks/Grounds Maintenance				APWA Conference/Accreditation Training	1,000
1688 220 -	Parks/Grounds Maintenance	53541	Communication Services	2,104		
1690 220 -	Parks/Grounds Maintenance				Cell Phone	100
1691 220 -	Parks/Grounds Maintenance				Phone Service	180
1692 220 -	Parks/Grounds Maintenance				Verizon iPad Monthly Service (4)	1,824
1693 220 -	Parks/Grounds Maintenance	53542	Freight & Postage Services	25		
1694 220 -	Parks/Grounds Maintenance	53543	Utility Services	329,600		
1696 220 -	Parks/Grounds Maintenance				Internal-UB	273,000

Order	Departments Name	Account	Account Description	Adopted	Description	Itemizations
1759	220 - Parks/Grounds Maintenance				Replacement Decorative Garbage Cans at City Facilities	7,000
1760	220 - Parks/Grounds Maintenance				Replacement Hand Dryers for City Facilities	1,500
1761	220 - Parks/Grounds Maintenance				Replacement Pet Drinking Fountain	3,800
1762	220 - Parks/Grounds Maintenance				Replacement Rope Lighting for Riverwalk	6,500
1763	220 - Parks/Grounds Maintenance				Replacement Sod, Dirt, Potting Soil City Wide	3,000
1764	220 - Parks/Grounds Maintenance				Replacement Weed Eaters, Blowers, Edgers, Chain Saws	4,000
1765	220 - Parks/Grounds Maintenance				Safety Shoes	1,800
1766	220 - Parks/Grounds Maintenance				Safety Supplies	2,500
1767	220 - Parks/Grounds Maintenance				Safety Training Videos (TRICO)	1,500
1768	220 - Parks/Grounds Maintenance				Tags & Registration Fees	500
1769	220 - Parks/Grounds Maintenance				T-Shirts & Hats	2,700
1770	220 - Parks/Grounds Maintenance	53554	Books and Memberships	150	Trees, Plants, Shrubbery Books	150
1772	220 - Parks/Grounds Maintenance					
1773	220 - Parks/Grounds Maintenance	53555	Training	2,850	Turf Management, Playground Safety Inspection	1,150
1775	220 - Parks/Grounds Maintenance				Pesticide & Turf Management Training	1,000
1776	220 - Parks/Grounds Maintenance				APWA Conference/Accreditation Training	700
1777	220 - Parks/Grounds Maintenance					
1778	220 - Parks/Grounds Maintenance	56563	Infrastructure Expense	1,334,500	Memorial Park Amphitheatre Phase 4 (ARPA/Sinking Fund) project # 047110	1,271,000
1780	220 - Parks/Grounds Maintenance				Poppleton Creek/Haney Creek - Replacement Doggie Water Fountain	
1781	220 - Parks/Grounds Maintenance					
1782	220 - Parks/Grounds Maintenance					
1783	220 - Parks/Grounds Maintenance	56564	Machinery & Equipment Expense	13,500	Replacement of Playground Equipment Flagler Park	4,500
1785	220 - Parks/Grounds Maintenance					
1786	225 - Cemetery Maintenance	53534	Other Services	18,000	Replacement John Deere Front Mower	59,000
1788	225 - Cemetery Maintenance					
1789	225 - Cemetery Maintenance					
1790	225 - Cemetery Maintenance	53546	Repair & Maintenance	10,000	Moore Cemetery Annual Grounds Maintenance	13,000
1792	225 - Cemetery Maintenance				Moore Cemetery Annual Tree Trimming of Pine Trees	5,000
1793	225 - Cemetery Maintenance					
1794	225 - Cemetery Maintenance				Repair & Maintenance of Benches at Moore Cemetery	500
1795	225 - Cemetery Maintenance				Repair & Maintenance of Grounds at Moore Cemetery	1,000
1796	225 - Cemetery Maintenance				Miscellaneous Sod, Dirt, Plants, Straw/Mulch at Moore Cemetery	2,000
1797	225 - Cemetery Maintenance				Miscellaneous Fence Repair at Moore Cemetery	3,000
1798	225 - Cemetery Maintenance				Repair Concrete Tombstone/Grave Covers at Moore Cemetery	1,000
1798	225 - Cemetery Maintenance				Repairs to Walkways (Pee Rock) at Moore Cemetery	2,500
1799	225 - Cemetery Maintenance	53549	Other Current Charges	0		
1801	225 - Cemetery Maintenance	53552	Operating Supplies	2,000		
1802	225 - Cemetery Maintenance				Replacement Benches at Moore Cemetery	1,000
1803	230 - Transportation Maintenance	51512	Regular Salaries/Wages	515,610	Replacement Sod, Dirt, Straw Mulch at Moore Cemetery	1,000
1804	230 - Transportation Maintenance	51513	Other Salaries and Wages	0		
1805	230 - Transportation Maintenance	51514	Overtime	12,000		
1806	230 - Transportation Maintenance	51515	Special Pay	3,780		
1807	230 - Transportation Maintenance	51521	FICA Taxes	39,304		
1808	230 - Transportation Maintenance	51522	Retirement Contributions	94,601		
1809	230 - Transportation Maintenance	51523	Life and Health Insurances	115,707		
1810	230 - Transportation Maintenance	51524	Workers' Compensation	20,066		
1811	230 - Transportation Maintenance	51525	Unemployment Compensation	0		
1812	230 - Transportation Maintenance	53531	Professional Services	15,000	Professional Engineering Services	
1814	230 - Transportation Maintenance					
1815	230 - Transportation Maintenance	53534	Other Services	427,750		15,000
1817	230 - Transportation Maintenance				Annual Landscape Maintenance	
1818	230 - Transportation Maintenance				Asset Essential Streets/Sidewalk/Signs Module	350,000
1819	230 - Transportation Maintenance				Asset Essential Pro	2,400
1820	230 - Transportation Maintenance				CRA- US1 Wright Blvd to Baker Rd. Landscape Maintenance	850
1821	230 - Transportation Maintenance				Electrical Services	18,000
						5,000

Order	Departments Name	Account	Account Description	Adopted	Description	Itemizations
1822	230 - Transportation Maintenance				Outside Labor Force	10,000
1823	230 - Transportation Maintenance				Uniform Rentals	1,500
1824	230 - Transportation Maintenance				Design Pavement Program Zone 3	40,000
1825	230 - Transportation Maintenance	53540	Travel and Per Diem	500		
1827	230 - Transportation Maintenance				Traffic Control Training Local Travel	
1828	230 - Transportation Maintenance			3,730		500
1830	230 - Transportation Maintenance	53541	Communication Services		iPad Monthly Service (5)	2,280
					Phone Service	
1831	230 - Transportation Maintenance				Verizon Cell Phone (1)	550
1832	230 - Transportation Maintenance				Verizon Smartphone	200
1833	230 - Transportation Maintenance					700
1834	230 - Transportation Maintenance	53542	Freight & Postage Services	25		
1835	230 - Transportation Maintenance	53543	Utility Services	235,500		
1837	230 - Transportation Maintenance				Internal-UB	4,500
1838	230 - Transportation Maintenance				Electricity	231,000
1839	230 - Transportation Maintenance	53544	Rentals and Leases	4,000		
1841	230 - Transportation Maintenance				Equipment Rental	4,000
1842	230 - Transportation Maintenance	53545	Insurance - General Liability	1,419		
1843	230 - Transportation Maintenance	53546	Repair & Maintenance	713,117		
1845	230 - Transportation Maintenance				CRA Landscaping Along US1/Plant Replacement	9,000
1846	230 - Transportation Maintenance				CRA Mangrove Trimming	1,500
1847	230 - Transportation Maintenance				CRA Paver Brick Maintenance	5,000
1848	230 - Transportation Maintenance				CRA R & M Lady Abundance & Sailfish Fountain	5,000
1849	230 - Transportation Maintenance				CRA Replace Brick Paver and Crosswalk	1,000
1850	230 - Transportation Maintenance				CRA Replacement Street Light Globes	4,500
1851	230 - Transportation Maintenance				CRA Replacement Street Lights/Poles/Light Houses	16,000
1852	230 - Transportation Maintenance				CRA Sidewalk Downtown Staining	5,000
1853	230 - Transportation Maintenance				Electrical Supplies	3,000
1854	230 - Transportation Maintenance				FEC RR Crossing Repair Reserve- Revised	50,000
1855	230 - Transportation Maintenance				Pavement Maintenance Per Management Program Zone 2	400,000
1856	230 - Transportation Maintenance				Landscaping Pelican/Riverside Dr. Plant Replacement	6,000
1857	230 - Transportation Maintenance				Landscaping US1 Median Plant Replacement	6,500
1858	230 - Transportation Maintenance				Miscellaneous Fence Repairs & Maintenance	5,000
1859	230 - Transportation Maintenance				Miscellaneous Repairs (Over \$1,000)	6,000
1860	230 - Transportation Maintenance				Miscellaneous Repairs (Under \$1,000)	2,500
1861	230 - Transportation Maintenance				Plant Replacement City Wide	10,000
1862	230 - Transportation Maintenance				Repair & Maintenance of Shepard Park Boardwalk/ Catwalk	1,000
1863	230 - Transportation Maintenance				Speed Humps Installation	13,000
1864	230 - Transportation Maintenance				T19- Repair & Maintenance of Sidewalk City Wide	22,000
1865	230 - Transportation Maintenance				Thermoplastic of Roadways, School, Zones, Resurfaced	10,000
1866	230 - Transportation Maintenance				Traffic Signal Maintenance With Martin County	25,117
1867	230 - Transportation Maintenance				VM - Repair & Maintenance of Vehicle & Equipment	10,000
1868	230 - Transportation Maintenance				Replacement of Way Finding Signs	5,000
1869	230 - Transportation Maintenance				FEC Fern Street Grade Crossing Maint Program MP 260.61	86,000
1870	230 - Transportation Maintenance				Plans/Trees for Frazier Addition Neighborhood Landscape	5,000
1871	230 - Transportation Maintenance	53547	Printing and Binding	500		
1872	230 - Transportation Maintenance	53548	Promotional Activities	0		
1873	230 - Transportation Maintenance	53549	Other Current Charges	2,240		
1875	230 - Transportation Maintenance				Employee Appreciation Fund	240
1876	230 - Transportation Maintenance				Permits and License Fees	500
1877	230 - Transportation Maintenance				Safety Incentive Program (TRICO)	1,500
1878	230 - Transportation Maintenance	53550	Fleet Vehicle Leases	45,528		
1880	230 - Transportation Maintenance				Enterprise - F450 Flatbed 2019	9,500
1881	230 - Transportation Maintenance				Enterprise - F450 Flatbed 2021	10,300
1882	230 - Transportation Maintenance				Enterprise - Ford Edge 2020	9,500
1883	230 - Transportation Maintenance				Enterprise - 2024 Ford Edge	7,700
1884	230 - Transportation Maintenance				Enterprise - F-150 Pickup 2024	8,528

Central PKY



BECKER HOLDING CORPORATION

TREE FARM & NURSERY DIVISION
PO BOX 643147
VERO BEACH, FL 32964
PHONE (772) 545-2187 FAX (772) 546-6706

INVOICE

Invoice	126014
Date	3/11/2024
Page	1

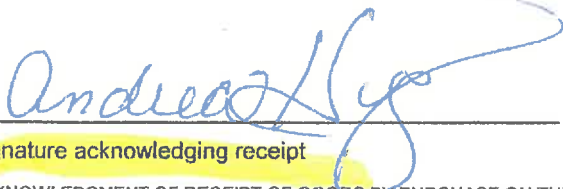
Bill To:

CITY OF STUART
121 SW FLAGLER AVE
STUART FL 34994

Ship To:

CITY OF STUART
121 SW FLAGLER AVE
STUART FL 34994

Purchase Order No.		Customer ID		Salesperson ID		Shipping Method		Payment Terms		Req Ship Date		Master No.	
		CIT012				FARM PICKUP		Net 30		3/11/2024		93,577	
Ordered	Shipped	B/O	Item Number	Description				Discount	Unit Price	Ext. Price			
3.0	3.0	0.0	NIES-030	EAGLESTON HOLLY STD - 30 GAL				\$0.00	\$250.00	\$750.00			
	B13-08	C-005	NIES-030-2212	3.0									
2.0	2.0	0.0	BCD-030	PIGEON PLUM - 30 GAL				\$0.00	\$225.00	\$450.00			
	B13-05	S-003	BCD-030-2024	2.0									
PNK/WHIT DOTS													


Signature acknowledging receipt

85-8012740159C-6 (2027)

Subtotal	\$1,200.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$1,200.00

PLEASE REMIT TO:

BECKER HOLDING CORPORATION
PO BOX 643147
VERO BEACH, FL 32964

ACKNOWLEDGMENT OF RECEIPT OF GOODS BY PURCHASE ON THE FOLLOWING TERMS:
All accounts are due and payable before the 10th of each month following the date of this invoice. Past Due Accounts are subject to 1.5% service charge per month. Acceptance of these goods, buyer agrees to pay a reasonable attorney fee and cost on the outstanding balance.



Quote	QTE001821
Date	9/16/2025
Page	1

CITY OF STUART
121 SW FLAGLER AVE
STUART FL 34994

CITY OF STUART
121 SW FLAGLER AVE
STUART FL 34994

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	CIT012		FARM PICKUP	Net 30	0/0/0000	104,654
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
5.0	BAMD-030	ADONIDIA PALM DOUBLE - 30 GAL	EACH	\$0.00	\$195.00	\$975.00
2.0	BCSE-030	ORANGE GEIGER - 30 GAL	EACH	\$0.00	\$245.00	\$490.00
2.0	NBBU-030	BLACK OLIVE - 30 GAL	EACH	\$0.00	\$245.00	\$490.00
2.0	BBA-030	VERAWOOD TREE - 30 GAL	EACH	\$0.00	\$245.00	\$490.00

*** PRICING VALID FOR 30 DAYS ***

Subtotal	\$2,445.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$2,445.00

Central Pky



BECKER HOLDING CORPORATION

TREE FARM & NURSERY DIVISION
PO BOX 643147
VERO BEACH, FL 32964
PHONE (772) 545-2187 FAX (772) 546-6706

INVOICE

Invoice	134586
Date	6/13/2025
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Bill To:

CITY OF STUART
121 SW FLAGLER AVE
STUART FL 34994

Ship To:

CITY OF STUART
121 SW FLAGLER AVE
STUART FL 34994

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		CIT012		FARM PICKUP	Net 30	6/13/2025	102,908
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
6.0	6.0 B13-08	0.0 C-001	NBBU-030 NBBU-030-2407	BLACK OLIVE - 30 GAL 6.0	\$0.00	\$245.00	\$1,470.00
WHT/BLU DOT							

Signature acknowledging receipt.

ACKNOWLEDGMENT OF RECEIPT OF GOODS BY PURCHASE ON THE FOLLOWING TERMS:
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85-8012740159C-6 (2027)

Subtotal	\$1,470.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$1,470.00

PLEASE REMIT TO:

BECKER HOLDING CORPORATION
PO BOX 643147
VERO BEACH, FL 32964



BECKER HOLDING CORPORATION

TREE FARM & NURSERY DIVISION

PO BOX 643147

VERO BEACH, FL 32964

PHONE (772) 545-2187 FAX (772) 546-6706

050010
by florist
INVOICE

Invoice	133804
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Page	1

Bill To:

CITY OF STUART
121 SW FLAGLER AVE
STUART FL 34994

Ship To:

CITY OF STUART
121 SW FLAGLER AVE
STUART FL 34994

Purchase Order No.		Customer ID		Salesperson ID		Shipping Method		Payment Terms		Req Ship Date		Master No.	
		CIT012				FARM PICKUP		Net 30		4/30/2025		102,027	
Ordered	Shipped	B/O	Item Number		Description				Discount	Unit Price	Ext. Price		
4.0	4.0	0.0	NBBU-030		BLACK OLIVE - 30 GAL				\$0.00	\$245.00	\$980.00		
	B13-08	C-001	NBBU-030-2407		4.0								
2.0	2.0	0.0	BCB-030		BRAZILIAN BEAUTYLEAF - 30 GAL				\$0.00	\$250.00	\$500.00		
	B13-05	S-003	BCB-030-2025		2.0								
WHT/RED DOTS													


Signature acknowledging receipt

85-8012740159C-6 (2027)

Subtotal	\$1,480.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$1,480.00

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PLEASE REMIT TO:

BECKER HOLDING CORPORATION
PO BOX 643147
VERO BEACH, FL 32964

Manga Place,



BECKER HOLDING CORPORATION

TREE FARM & NURSERY DIVISION

PO BOX 643147

VERO BEACH, FL 32964

PHONE (772) 545-2187 FAX (772) 546-6706

INVOICE

Invoice	125789
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Bill To:

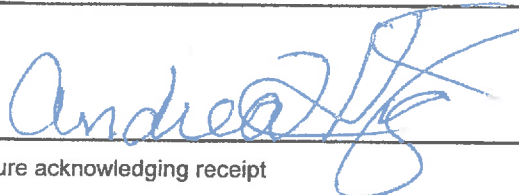
CITY OF STUART
121 SW FLAGLER AVE
STUART FL 34994

Ship To:

CITY OF STUART
121 SW FLAGLER AVE
STUART FL 34994

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		CIT012		FARM PICKUP	Net 30	2/29/2024	93,335
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
3.0	3.0	0.0	BDL-030	ARECA PALM - 30 GAL	\$0.00	\$155.00	\$465.00
	B13-05	S-003	BDL-030-2023	3.0			
3.0	3.0	0.0	NSM-030	MAHOGANY - 30 GAL	\$0.00	\$145.00	\$435.00
	B13-08	C-003	NSM-030-2305	3.0			
2.0	2.0	0.0	NQVC-030	LIVE OAK CATHEDRAL - 30 GAL	\$0.00	\$225.00	\$450.00
	B13-08	C-007	NQVC-030-2203	2.0			
2.0	2.0	0.0	NIES-030	EAGLESTON HOLLY STD - 30 GAL	\$0.00	\$250.00	\$500.00
	B13-08	C-006	NIES-030-2302	2.0			

Yell/Blu DOT



Signature acknowledging receipt

85-8012740159C-6 (2027)

Subtotal	\$1,850.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$1,850.00

ACKNOWLEDGMENT OF RECEIPT OF GOODS BY PURCHASE ON THE FOLLOWING TERMS:

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Manga Place



BECKER HOLDING CORPORATION

TREE FARM & NURSERY DIVISION

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VERO BEACH, FL 32964

PHONE (772) 545-2187 FAX (772) 546-6706

INVOICE

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Bill To:

CITY OF STUART
121 SW FLAGLER AVE
STUART FL 34994

Ship To:

CITY OF STUART
121 SW FLAGLER AVE
STUART FL 34994

Purchase Order No.		Customer ID		Salesperson ID		Shipping Method		Payment Terms		Req Ship Date		Master No.	
		CIT012				FARM PICKUP		Net 30		2/29/2024		93,335	
Ordered	Shipped	B/O	Item Number	Description		Discount		Unit Price		Ext. Price			
3.0	3.0	0.0	BDL-030	ARECA PALM - 30 GAL		\$0.00		\$155.00		\$465.00			
	B13-05	S-003	BDL-030-2023	3.0									
3.0	3.0	0.0	NSM-030	MAHOGANY - 30 GAL		\$0.00		\$145.00		\$435.00			
	B13-08	C-003	NSM-030-2305	3.0									
2.0	2.0	0.0	NQVC-030	LIVE OAK CATHEDRAL - 30 GAL		\$0.00		\$225.00		\$450.00			
	B13-08	C-007	NQVC-030-2203	2.0									
2.0	2.0	0.0	NIES-030	EAGLESTON HOLLY STD - 30 GAL		\$0.00		\$250.00		\$500.00			
	B13-08	C-006	NIES-030-2302	2.0									

Yell Blue DOT

Andrea [Signature]

Signature acknowledging receipt

85-8012740159C-6 (2027)

Subtotal	\$1,850.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$1,850.00

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VERO BEACH, FL 32964



Quote	QTE001821
Date	9/16/2025
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CITY OF STUART
121 SW FLAGLER AVE
STUART FL 34994

Central Pky



BECKER HOLDING CORPORATION

TREE FARM & NURSERY DIVISION
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VERO BEACH, FL 32964
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INVOICE

Invoice	134586
Date	6/13/2025
Page	1

Bill To:

CITY OF STUART
121 SW FLAGLER AVE
STUART FL 34994

Ship To:

CITY OF STUART
121 SW FLAGLER AVE
STUART FL 34994

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Reg Ship Date	Master No.
		CIT012		FARM PICKUP	Net 30	6/13/2025	102,908
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
6.0	6.0	0.0	NBBU-030	BLACK OLIVE - 30 GAL	\$0.00	\$245.00	\$1,470.00
	B13-08	C-001	NBBU-030-2407	6.0			
WHT BLU DOT							

Andrew H. [Signature]

Signature acknowledging receipt

85-8012740159C-6 (2027)

Subtotal	\$1,470.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$1,470.00

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BECKER HOLDING CORPORATION
PO BOX 643147
VERO BEACH, FL 32964

**BECKER HOLDING CORPORATION**

TREE FARM & NURSERY DIVISION
PO BOX 643147
VERO BEACH, FL 32964
PHONE (772) 545-2187 FAX (772) 546-6706

Oscola
by Florida
INVOICE

Invoice	133804
Date	4/30/2025
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Bill To:

CITY OF STUART
121 SW FLAGLER AVE
STUART FL 34994

Ship To:

CITY OF STUART
121 SW FLAGLER AVE
STUART FL 34994

Purchase Order No.		Customer ID		Salesperson ID		Shipping Method		Payment Terms		Req Ship Date		Master No.	
		CIT012				FARM PICKUP		Net 30		4/30/2025		102,027	
Ordered	Shipped	B/O	Item Number		Description		Discount	Unit Price		Ext. Price			
4.0	4.0	0.0	NBBU-030		BLACK OLIVE - 30 GAL		\$0.00	\$245.00		\$980.00			
	B13-08	C-001	NBBU-030-2407		4.0								
2.0	2.0	0.0	BCB-030		BRAZILIAN BEAUTYLEAF - 30 GAL		\$0.00	\$250.00		\$500.00			
	B13-05	S-003	BCB-030-2025		2.0								

Signature acknowledging receipt

85-8012740159C-6 (2027)

Subtotal	\$1,480.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$1,480.00

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PLEASE REMIT TO:

BECKER HOLDING CORPORATION
PO BOX 643147
VERO BEACH, FL 32964

Central PKY



BECKER HOLDING CORPORATION

TREE FARM & NURSERY DIVISION
PO BOX 643147
VERO BEACH, FL 32964
PHONE (772) 545-2187 FAX (772) 546-6706

INVOICE

Invoice	126014
Date	3/11/2024
Page	1

Bill To:

CITY OF STUART
121 SW FLAGLER AVE
STUART FL 34994

Ship To:

CITY OF STUART
121 SW FLAGLER AVE
STUART FL 34994

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		CIT012		FARM PICKUP	Net 30	3/11/2024	93,577
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
3.0	3.0	0.0	NIES-030	EAGLESTON HOLLY STD - 30 GAL	\$0.00	\$250.00	\$750.00
	B13-08	C-985	NIES-030-2212	3.0			
2.0	2.0	0.0	BCD-030	PIGEON PLUM - 30 GAL	\$0.00	\$225.00	\$450.00
	B13-05	S-003	BCD-030-2024	2.0			
PNK/WHIT DOTS							

Andrew H. [Signature]

Signature acknowledging receipt

85-8012740159C-6 (2027)

Subtotal	\$1,200.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$1,200.00

ACKNOWLEDGMENT OF RECEIPT OF GOODS BY PURCHASE ON THE FOLLOWING TERMS:
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PLEASE REMIT TO:

BECKER HOLDING CORPORATION
PO BOX 643147
VERO BEACH, FL 32964

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 10/13/2025

Prepared by: Lee Baggett

Title of Item:

FINAL RENEWAL OF FLAGLER CENTER LEASE WITH STUART MAIN STREET ASSOCIATION, INC. (RC):

RESOLUTION No. 101-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE A THREE-YEAR EXTENSION TO ABSOLUTE TRIPLE NET – UNSUBORDINATED LEASE AGREEMENT BETWEEN THE CITY OF STUART AND STUART MAIN STREET ASSOCIATION, INC. FOR THE “FLAGLER CENTER” LOCATED AT 201 SW FLAGLER AVENUE, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart owns the real property and building located at 201 SW Flagler Avenue in the City of Stuart, more commonly known as the “Flagler Center,” which was originally leased for office and venue space by Stuart Main Street Association, Inc. from the City of Stuart commencing January 2020 (Resolution 61-2019).

Stuart Main Street Association, Inc. exercised its right to renew its first of two, three (3) year renewals of the Absolute Triple Net - Unsubordinated Lease with the City of Stuart commencing on January 1, 2023, and expiring on December 31, 2025 (Resolution 106-2022).

On September 16, 2025, Stuart Main Street Association, Inc. notified the City of Stuart of its desire to renew its final three (3) year renewal of the Absolute Triple Net - Unsubordinated Lease with the City of Stuart commencing on January 1, 2026, and expiring on December 31, 2029, subject to the same terms and provisions of the 2019 Agreement.

After reviewing the previous Resolutions and Lease Agreements, it appeared that a scrivener’s error in the lease term “Commencement Date” existed. The correct “Commencement Date” in the original Lease Agreement should have been January 1, 2020 as authorized in Resolution 61-2019.

Flagler Center has served as host for both public and private gatherings and special events for many years. In 2019, the City Commission identified Stuart Main Street as a 501(c) not-for-profit organization that would be best situated to manage the center and improve public access and the opportunity to use the facility and space.

Funding Source:

N/A

Recommended Action:

Motion Approval of Resolution 101-2025.

ATTACHMENTS:

1. R101-2025 Final Renewal of Flagler Center Lease with Stuart Main Street Association Inc
2. Lease Amendment
3. Flagler Lease Final Renewal Request from SMS

4. R61-2019 Stuart Main Street Flagler Center Lease
5. R106-2022 1st Lease Renewal



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

RESOLUTION NUMBER 101-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE A THREE-YEAR EXTENSION TO ABSOLUTE TRIPLE NET – UNSUBORDINATED LEASE AGREEMENT BETWEEN THE CITY OF STUART AND STUART MAIN STREET ASSOCIATION, INC. FOR THE “FLAGLER CENTER” LOCATED AT 201 SW FLAGLER AVENUE, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart owns the real property and building located at 201 SW Flagler Avenue in the City of Stuart, more commonly known as the “Flagler Center,” which was originally leased for office and venue space by Stuart Main Street Association, Inc. from the City of Stuart commencing January 2020 (Resolution 61-2019); and

WHEREAS, Stuart Main Street Association, Inc. exercised its right to renew its first of two, three (3) year renewals of the Absolute Triple Net - Unsubordinated Lease with the City of Stuart commencing on January 1, 2023, and expiring on December 31, 2025 (Resolution 106-2022); and

WHEREAS, on September 16, 2025, Stuart Main Street Association, Inc. notified the City of Stuart of its desire to renew its final three (3) year renewal of the Absolute Triple Net -

Unsubordinated Lease with the City of Stuart commencing on January 1, 2026, and expiring on December 31, 2029, subject to the same terms and provisions of the 2019 Agreement; and

WHEREAS, after review of the previous Resolutions and Lease Agreements, there appears to be a scrivener’s error in the lease term “Commencement Date;”

WHEREAS, the correct “Commencement Date” in the Original Lease Agreement should have been January 1, 2020 as authorized by Resolution No. 61-2019;

WHEREAS, the City Commission finds that it can provide public access to the Flagler Center facility more efficiently by permitting Stuart Main Street Association Inc., a quasi-governmental, non-for-profit agency to manage and operate the event programing for the facility.

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

SECTION 1: The above recitals are hereby incorporated as if fully set forth herein.

SECTION 2: A second three-year extension of the Lease Agreement between the City of Stuart and Stuart Main Street Association, Inc. is hereby authorized to commence January 1, 2026 and expire December 31, 2029, subject to the terms and conditions of the Lease on file with the City Clerk first approved via Resolution 61-2019. The Mayor is authorized to execute an amendment to the Lease Agreement for the extension subject to the review and approval of the City Attorney.

SECTION 3: This Resolution shall become effective immediately upon its adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 8th day of October, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

EXTENSION TO ABSOLUTE TRIPLE NET- UNSUBORDINATED LEASE

This Amendment to Absolute Triple Net- Unsubordinated Lease Agreement is made and entered into this ___ day of _____, 2025 by and between the City of Stuart, Florida, whose principal address is 121 SW Flagler Avenue, Stuart, Florida 34994 (hereinafter “LESSOR”) and Stuart Main Street Association, Inc., a not-for-profit corporation whose principal address is 201 SW Flagler Avenue, Stuart, Florida 34994 (hereinafter “LESSEE”).

Recitals

WHEREAS, LESSOR and LESSEE are parties to that certain Absolute Triple Net Unsubordinated Lease dated August 12, 2019 (hereinafter “Original Lease”), pursuant to which LESSOR leased to LESSEE, and LESSEE leased from LESSOR, certain premises located at 201 SW Flagler Avenue, Stuart, Florida 34994 (hereinafter the “Premises”); and

WHEREAS, the Original Lease, which was authorized by City Commission Resolution No. 61-2019, was for a term of three (3) years starting on January 1, 2020 and ending on December 31, 2023, and the Original Lease had the option to extend the lease for two additional terms of three (3) years; and

WHEREAS, LESSEE sought to exercise the first renewal extension of three years under the Original Lease and was authorized by City Commission Resolution No. 106-2022; and

WHEREAS, LESSEE desires to exercise a second option under the Original Lease to extend the lease for an additional terms of three years, with all other terms and conditions of Original Lease remaining unchanged.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiently of which are hereby acknowledged, LESSOR and LESSEE hereby agree as follows:

Commencement and Term

The Commencement Date in the Original Lease is amended and clarified to have been January 1, 2020. The Term and other provisions concerning the leased Premises shall be extended until December 31, 2029.

ALL OTHER TERMS AND CONDITION OF THE ORIGINAL LEASE DATED
AUGUST 12, 2019 SHALL REMAIN UNCHANGED.

IN WITNESS WHEREOF, the parties have fully executed and signed this Amendment to
Absolute Triple Net- Unsubordinated Lease Agreement on the aforementioned date.

ATTEST:

LESSOR
CITY OF STUART

MARY R. KINDEL
CITY CLERK

CAMPBELL RICH
CITY MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

Executed and delivered
in the presence of:

LESSEE
STUART MAIN STREET
ASSOCIATION, INC.

(signature/witness)

(signature)

Printed name

Printed name and title

(signature/witness)

Printed name



Board of Directors

Paul Nunley
President

Gary Owen
Vice President

Michele P. Miller
Treasurer

Inez van Ravenzwaaij

Susan Gibbs-Thoms

Chris Vaccaro

Audra Creech

Raj Patel

Jamie Newhart

Christopher Vitale

Executive Director
Candace Callahan

Office
201 SW Flagler Ave.
Stuart, FL 34994
772-286-2848

September 16, 2025

Mr. Lee Baggett
Attorney, City of Stuart
City of Stuart
121 SW Flagler Ave.
Stuart, FL. 34994

Dear Mr. Baggett,

As our current lease approaches its expiration date, on behalf of the Board of Directors and the entire Stuart Main Street organization, I am writing to formally express our intent to renew our lease agreement for the Flagler Center, located at 201 SW Flagler Avenue.

The Flagler Center is far more than an office space for us; it is the vital hub of our operations and a cornerstone of our fundraising efforts. This historic building provides the perfect backdrop for our signature events, such as the weekly "Market on Main" which attracts thousands of residents and visitors to Downtown Stuart. The revenue generated from this event and other events held at the Flagler Center is directly reinvested into our community revitalization initiatives, funding projects that beautify our public spaces, support our small businesses, and preserve the unique character of our historic downtown. Without this space, our capacity to execute these critical programs and sustain our financial health would be severely diminished.

We are proud to have been responsible stewards of this public asset. In the past several months, we have completed several maintenance and improvement projects, including upgrades to the kitchen, bathrooms and lobby, fresh coats of interior paint, and new exterior plants and flowers. These efforts have ensured the facility remains a beautiful and well-maintained venue for the public to enhance its value as an event space. Our recent successes, like our farmers market being recognized by Stuart Magazine's "Best of the Treasure Coast" and the success from our historic preservation month event, "Saving Stuart", are a testament to our dedicated work, which is made possible by our base of operations at the Flagler Center.

We are confident that a renewal will allow us to build upon our progress and further contribute to the vibrancy of our downtown for years to come.

Sincerely,

Candace Callahan
Executive Director, Stuart Main Street



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

RESOLUTION NUMBER 61-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE EXECUTION OF LEASE AGREEMENT BETWEEN THE CITY OF STUART AND STUART MAIN STREET ASSOCIATION, INC. FOR THE “FLAGLER CENTER” LOCATED AT 121 SW FLAGLER AVENUE, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City owns the building at 121 SW Flagler Avenue in the City of Stuart, more commonly known as the “Flagler Center;” and

WHEREAS, Stuart Main Street Association, Inc. seeks to lease the Flagler Center as its offices, as well as venue space available to the public for events and weddings, and to execute a lease agreement with the City of Stuart for the building; and

WHEREAS, the City Commission finds that it can provide public access to the space more efficiently by allowing a quasi-governmental non-for-profit agency to manage and operate the event programming for the facility.

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

SECTION 1: The Mayor is hereby authorized and directed to execute a thirty-six (36) month lease agreement between the City of Stuart and Stuart Main Street Association, Inc. commencing January 1, 2020. A copy of the Lease is on file in the Office of the City Clerk for the City of Stuart, Florida.

SECTION 2: This resolution shall take effect upon adoption.

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

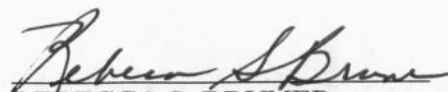
REBECCA S. BRUNER, MAYOR
EULA R. CLARKE, VICE MAYOR
KELLI GLASS LEIGHTON, COMMISSIONER
MERRITT MATHESON, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 22nd day of July, 2019.

ATTEST:


MARY R. KINDEL
CITY CLERK


REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORTELL
CITY ATTORNEY





ABSOLUTE TRIPLE NET - UNSUBORDINATED LEASE

THIS LEASE is made and executed as of the 12th day of August 2019, between the **City of Stuart**, a municipal corporation, 121 SW Flagler Avenue, Stuart, FL 34994, hereinafter referred to as **LESSOR**, and **Stuart Main Street Association, Inc.**, a Florida not for profit corporation, Stuart, Florida, 34994, hereinafter referred to as **"LESSEE."**

Section 1. Demise, Description and Use of Premises.

In consideration of the sum of Ten and No/100 Dollars (\$10.00) to it in hand paid this day, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor leases to Lessee upon the terms and conditions contained herein, for the purpose of conducting thereon any lawful business and for no other purpose, the following described building located in Martin County, Florida, to wit:

See the Site plan depicted in Exhibit "A" attached hereto and made a part hereof.

As used herein, the term "Premises" refers to structure described in Exhibit A and to any improvements located thereon from time to time during the term hereof.

Section 2. Commencement and Term.

The term of this Lease shall commence on the date of full execution of this Lease (the "Commencement Date"). Rental payments due hereunder shall be payable in advance and shall commence on January 1, 2020. In exchange for acceptance of the Premises in an "As Is" condition and as a set off for repairs and improvements, the City shall provide a rent credit equivalent to the first 6 months. Therefore, the first actual payment to the City shall occur on July 1, 2020 which shall be the seventh month of the first year of the agreement ("Rent Commencement Date"). The rent abatement shall not apply to any expenses other than the "basic" rent. The Lessee shall remain responsible for all taxes, insurance, utilities and maintenance during the rent abatement period.

The term of this Lease shall continue for a period of three (3) years from the Commencement Date subject to extension or prior termination as set forth herein.

Section 3. Lease Option Right to Extend.

Provided the Lessee is not in default under any of the terms and conditions of this Lease, and provided the Lessee has faithfully performed all of its covenants and undertakings contained in this Lease, Lessee shall have the right to request an extension beyond the initial term of this Lease for two additional terms of three (3) years each upon the same terms and conditions however the rental amount shall be based upon the rental payment as adjusted throughout the original lease terms.. The term of the Lease shall be extended upon the mutual agreement of the parties. Lessee shall request permission to exercise its option to extend not less than one hundred twenty (120) days prior to commencement of the next ensuing extension term. The Lessor shall place the request on the City Commission calendar as soon as is

reasonably possible after said request. The parties agree that there are no specific criteria that shall guarantee that the request is granted but rather shall be at the sole discretion of the Lessor and Lessee. Such notice shall be sent to the Lessor either by registered or certified mail, return receipt requested, postage prepaid, at the address of Lessor set forth above or such other address as Lessor may direct in writing. Options can only be exercised one at a time and only consecutively. Lessee may only request permission to exercise an option during the final year of that lease term.

Section 4. Basic Rent.

It is the purpose and intent of the Lessor and the Lessee that the rent shall be absolute net to the Lessor. Lessee hereby agrees to pay to Lessor rent for the leased Premises land, the sum of Thirty Thousand and 00/100 Dollars (\$30,000.00), payable solely for the convenience of Lessee in equal monthly installments of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) payable on the first (1st) day of each month, in advance, from the Rent Commencement Date, January 1, 2020, throughout the term of this Lease, including any renewal terms subject to adjustment as hereinafter set forth. In the event that this Rent Commencement Date falls on some day other than the first day of a calendar month, the first month's rent shall be prorated to reflect the actual period for which rent is payable. Payment shall be made in the form of a locally drawn (Martin County, Florida) bank's check and shall be made to whoever the Lessor designates, in writing, from time to time. All sums due as rent or additional rent shall be paid without set-off for any reason.

Section 4(a). Late Fee. The rent is due no later than the 1st day of each month. Any rent not tendered to the Lessor by 5:00 p.m. on the First day of the month is deemed late. Should exceptional circumstances prevent prompt payment of the rent, Lessee agrees to pay a late fee equal to 10% of the current monthly rental obligation. During the first year, this late fee shall be the sum of Two Hundred and Fifty (\$250.00).

Section 4(b). The Lessee shall be responsible for all utilities, cable, water, electric, gas or any other expenses related to the normal operation of the Premises. Further, it shall remain a material obligation of the Lessee to maintain electricity to the Premises and maintain the air conditioning at such a level as to avoid excessive moisture, humidity or the generation of mold for failure to maintain properly.

Section 5. Rent Escalation.

Commencing on the anniversary date of the Commencement Date and each year thereafter, the monthly Base Rental shall be increased by 3%. The indexed rental payment shall be due and payable without notice of increase on January 1 and each month thereafter until the next index occurs.

Section 6. Taxes and Assessments.

Beginning on the Commencement Date and throughout the term of this Lease thereafter, including any extension terms, Lessee shall pay, as additional rent hereunder, before they become delinquent, all taxes. "Taxes" as used herein, means all real Premises taxes, rates, duties and assessments, local improvement taxes, whether a general or special, that are levied, rated, charged or assessed against the Premises or any part thereof and any assessments or special assessments, whether Federal, State, Municipal, School, or otherwise, and any and all taxes which are imposed in lieu of, or in addition to any such real Premises taxes whether of the foregoing character or not and whether in existence at the Commencement Date. The Lessee shall pay the Premises taxes no later than November 30 of the year during which the tax notice is received.

Lessor shall promptly forward to Lessee all notices, bills or invoices Lessor receives requiring payment for any of the items set forth above.

All taxes for the beginning and ending years of the term hereof, from date hereof, including any extension terms, shall be prorated between Lessor and Lessee based upon the respective periods in which they hold possession of the Premises.

Lessee may contest any tax or assessment it is required to pay and may file protests or otherwise proceed in the name of Lessor. No contest may be filed for the first year's taxes. Thereafter, any contest must be made by posting with the Lessor sufficient collateral, in a form acceptable to Lessor, to protect the Lessor against loss of the Premises by tax sale or other tax collection procedure. Lessor may use the collateral at any time Lessor determines in good faith, that such a loss is imminent.

All Federal or State sales taxes or taxes similar in nature imposed upon payments made by a Lessee to a Lessor or upon this lease whether on the rents, additional rent or the lease or leasing privilege shall be paid in full by Lessee promptly when due or upon demand therefore.

Section 7. Permitted Uses.

Lessee shall be entitled to develop the Premises for use as a recreational, educational and cultural event center. Lessor hereby agrees not to affirmatively interfere with Lessee's efforts to so develop the Premises, except that all improvements collectively costing \$2,000 or more to the Premises shall be subject to the approval of the City. Lessee shall be responsible for the payment of any and all costs incurred in connection with the development of the Premises including the preparation of any applications, plans, surveys or other documents and all impact fees and development or permit fees incurred in connection with development of the Premises.

Beginning not later than January 1, 2020, the Lessee shall keep the Premises open and available for use by its customers on all days of the year, subject to closure only upon the written approval of the City Manager. The Lessee shall maintain and keep an office open and available to public business invitees, not less than on Monday through Friday, 9:00 AM to 5:00 PM. The parties further agree that the Lessee shall be permitted to close the Premises upon ten (10) days written notice to the City Manager, for up to three (3) weeks during the period from July 15th to September 15th each year, for the purpose of cleaning, painting, making improvements and taking vacation, subject only to honoring any bookings during that time.

Lessee acknowledges that at the time this Lease is entered by the parties, the Lessor has agreed and "booked" certain events which shall be honored by the Lessee.

The Lessor shall retain the use of the Premises for "City Days and the Fourth of July." July 4 shall be deemed a City day. The Lessee shall reserve the entire premise on July 4 each year at no cost. Number of days set aside for City of Stuart sponsored events or specific use by the City of Stuart shall not exceed 25 days annually, without prior approval of Lessee. Except for Lessor's events, a Booked Event is described as an event where the Lessee has taken a deposit and has entered into a contract with a customer for the use of the Premises on a specific date and time. In the event that the Premises shall not be entirely under such contract, the Lessor may, at its sole option, retain use of the remainder of the Premises for any event. Lessor shall not be required to pay any fee or rent for its use of the Premises for City Days. Lessor shall be responsible to the Lessee for paying the actual cost of producing events, including labor and materials,

food, and beverages, subject to the later written agreement for such use by the Lessee and the City Manager; however Lessor is not required to use Lessee's services or vendors.

Further, the Lessee shall agree to provide a minimum of twelve (12) discounted days where the facility is available at a rate of 50% of the market rate. These days shall only be available to City Residents or qualified non-for profit entities with a 501(c)(3) or 501(c)(4) status that maintain a business tax receipt in the City of Stuart. Stuart Main Street Association, Inc. shall be allowed to choose the days and the process for which they are distributed to the qualified applicants but must provide the City with the list of all dates that were available at the reduced rate for each year. The parties agree that Stuart Main Street Association, Inc. shall make the reduced rate dates available at least 60 days in advance and shall provide a procedure for the application and selection of licensees which shall be offered the discounted rate.

Nothing contained herein shall be construed so as to require Lessor to execute any document or instrument, which would create any financial liability neither on the part of Lessor nor upon the subject Premises, nor alter or impair Lessor's rights under this Lease. There is no obligation under this Lease for Lessor to convey or burden any part of or all of the fee interest of the subject Premises or grant or agree to any condition, which will burden the Premises beyond the Lease term. Any such condition shall terminate when the Lease terminates.

Section 8. Encumbrances of Lessee's Leasehold Interest.

Lessee shall not encumber its Leasehold interest in the Premises together with all improvements placed thereon by Lessee, as security for any indebtedness of Lessee.

Section 9. Assignment and Sublease

Lessee may not assign all or any portion of this Lease or sublease the whole or any part of the Premises, including portions of any improvements erected thereon by Lessor or other portions of the Premises for any purpose without the express, written consent of Lessor (City Manager), which consent shall not be unreasonably withheld or delayed. Any assignment or sublease may be conditioned by the Lessor on the commercial suitability, the good reputation in the community, and the financial strength and solvency of the proposed assignee or sub-Lessee. Lessee shall remain liable for the full performance of its covenants and obligations under this Lease for the entire term hereof. No sub-lease can extend beyond the existing term of this Lease. No sub-lease can alter the terms hereof.

Section 10. Uses Prohibited.

Lessee shall not use or permit the use of the Premises, or any part thereof, for any illegal purpose or purposes, nor shall Lessee maintain a nuisance on the Premises or use or permit the use thereof for immoral purposes. The Premises may not be used as a toxic waste dump or storage facility, a solid waste disposal site or any use which could have a harmful effect on the land itself. The Lessee shall not commit waste. No use may be made of the Premises which would legally impair the right to collect rental adjustments called for herein.

Section 10(a). Zero Waste.

The City of Stuart is in the process of adopting a policy regarding the use of non-recyclable materials in its parks and on City owned Premises. Lessee shall remain in full compliance with any future City Policy regarding the prohibition of non-recyclable materials on City Premises. The regulation of non-recyclable

materials shall constitute a material provision of this agreement. The Lessee shall be subject to any penalties set forth by the City Commission in any future policies regarding same. In addition, violation of the policy shall constitute a material breach and act as a basis for termination of this Agreement at the discretion of the Lessor.

Section 11. Improvements, Repairs, Additions, Replacements to the Real Premises.

Lessee shall, at all times during the term of this Lease, and at its own cost and expense, keep and maintain or cause to be kept and maintained in good repair and good condition (ordinary wear and tear excepted), all buildings and improvements at any time erected on the Premises, and shall use all reasonable precaution to prevent waste, damage or injury. Any structural modifications including repairs or additions must be approved by the City of Stuart in writing prior to initiation of same.

Lessor shall not be required to furnish any services or facilities or to make any improvements, repairs, or alterations in or to the Premises during the term of this Lease, it being understood that the Lessee takes the Premises in an "AS IS" condition, having made all of the inspections it chose to make, prior to entering into this Lease, and that the Lessee is satisfied with the condition of the Premises.

Lessee's rights, as set forth in this Section 11, shall be subject to the following conditions:

- A. The cost of any such construction, or of any change, alteration or improvements, shall be borne and paid for by Lessee.
- B. The Premises shall, at all times, be kept free of mechanics and material men's liens.
- C. During the term of the Lease (or any extended term acquired by exercise of an option hereunder), Lessee shall not demolish or remove any building or improvements located on the Premises. At the end of term hereof, all improvements located on the Premises will become the Premises of Lessor and at Lessor's option, Lessor can require Lessee to remove all or any part of the improvements and to place the Premises in their original condition.

Section 12. Insurance.

Lessee covenants to provide, during the entire term hereof at Lessee's own cost and expense, as additional rent, by advance payment of premiums, a comprehensive liability policy of insurance protecting Lessor and Lessee as their interest may appear against any liability whatsoever, occasioned by accident on or about the demised Premises or any appurtenances thereto. Such policy shall be approved by Lessor, written by a company rated not less than "AAA", by Best's Register, in an amount not less than One Million Dollars (\$1,000,000) to cover the claim of damage from any single person, and not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) to cover more than a single claim which may arise from a single action, and in the sum of Five Hundred Thousand Dollars (\$500,000) in respect to claims for Premises damage. Such policy shall insure Lessee and Lessor against any liability that may accrue against them or either of them, on account of any occurrence on or to the demised Premises during the term thereof, resulting in personal injury, death, Premises damage, liquor liability or any other liability whatsoever; and said policies shall include indemnity against loss, expense and damage of any and every kind, including costs of investigation and attorney's fees, and other costs of defense. Lessee shall see to it that the Lessor shall at all times be in possession of a valid Certificate of Insurance, naming the City of Stuart as an additional insured. Lessee agrees to pay all premiums for all policies promptly as additional

rent and deliver to Lessor an original or duplicate original of all such policies, together with evidence of payment of premium thereon, upon the beginning date of this Lease, and from time to time thereafter as premiums shall fall due. Lessor may increase the amounts of required insurance coverage provided the same is commercially reasonable.

All insurance coverage called for under the Lease shall contain provisions granting Lessor the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal, and shall be written by an insurance company authorized to do business in Florida. Copies of the policies shall be promptly furnished to Lessor.

All hazard insurance policies carried by the Lessee covering Premises located on the demised Premises will provide that the Lessor is an additional named insured, as its interest may appear.

Section 13. Indemnify Lessor.

In consideration of said Premises being leased to Lessee for the above rental, Lessee agrees: that Lessee, at all times, will indemnify and hold harmless Lessor from all losses, damages, liabilities and expenses, which may arise or be claimed against Lessor and be in favor of any persons, firms or corporations, for any injuries or damages to the person or Premises of any persons, firms or corporations, consequent upon or arising from the use or occupancy of said Premises by Lessee, or consequent upon or arising from any acts, omission, neglect or fault of Lessee, his agents, servants, employees, licensees, visitors, customers, patrons, or invitees, or consequent upon or arising from Lessee's failure to comply with any laws, statutes, ordinances, codes or regulations as herein provided; that Lessor shall not be liable to Lessee for any damages, losses or injuries to the persons or to Premises of Lessee which may be caused by the acts, neglect, omissions or faults of any persons, firms or corporations, and that Lessee will indemnify and keep harmless Lessor from all damages, liabilities, losses, injuries or expenses which may arise or be claimed against Lessor and be in favor of any persons, firms or corporations, for any injuries or damages to the person or Premises of any persons, firms or corporations, where said injuries or damages arose about or upon said Premises as a result of the negligence of Lessee, his agents, employees, servants, licensees, visitors, customers, patrons and invitees. All personal Premises placed or moved into the Leased Premises or Building shall be at the risk of Lessee or the owners thereof, and Lessor shall not be liable to Lessee for any damages to said personal Premises. Lessee shall maintain at all times during the term of this Lease an insurance policy or policies in an amount or amounts sufficient to indemnify Lessor and to pay Lessor's damages, if any, resulting from any matters set forth hereinbefore in this Paragraph 13. LESSEE WAIVES ALL RIGHTS TO RECOVER FROM LESSOR FOR ANY DAMAGES CAUSED BY NEGLIGENCE OF LESSOR, ITS AGENTS OR EMPLOYEES. Lessee's insurance policies shall contain a waiver of the right of subrogation as against the Lessor.

Section 14. Time.

It is understood and agreed between the parties hereto that time is of the essence of all the terms, provisions, covenants and conditions of this Lease.

Section 15. Condemnation.

- A. If, at any time during the term of this Lease, title to all of the Premises shall be taken by the exercise of the right of condemnation or eminent domain, this Lease shall terminate and expire on the date of such taking, and the rent and other charges provided to be paid by Lessee shall be apportioned and paid to the date of such taking.

- B. If at any time during the term of this Lease, title to less than all of the Premises shall be taken as aforesaid, this Lease shall continue (unless Lessee shall elect to terminate this Lease by giving notice thereof to Lessor within thirty (30) days after the date of such taking, in which case this Lease shall terminate on the date therefore set forth in such notice), except that thereafter the rent shall be reduced to a fraction of the former amount which fraction shall be determined by dividing the area of the untaken portion of the Premises by the area of the Premises immediately before the taking.
- C. Lessee may, at its option, but shall not be required to, repair, restore, replace or rebuild any damage or destruction to the Premises and improvements located thereon resulting or arising from any taking of all or any part thereof.

Section 16. Requirements of Public Authority.

- A. During the term of this Lease, Lessee shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations (collectively "regulations") of the Federal, State, County, and City Governments and of all other governmental authorities affecting the Premises or appurtenances thereto or any part thereof whether the same are in force on the Commencement Date or may in the future be passed, enacted, or directed, and Lessee shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Lessee to comply with the covenants of this Section 16. If such regulations shall so restrict the use or development of the Premises so as to render the development of the Premises unfeasible in the discretion of Lessee, Lessee shall have the option to terminate this Lease upon thirty (30) days written notice to Lessor.
- B. Lessee shall have the right to contest by appropriate legal proceeding diligently conducted in good faith in the name of the Lessee, without costs, liability or expense to Lessor, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in paragraph (A) of this Section and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Lessee may delay such compliance therewith until the final determination of such proceedings. Nothing herein shall delay the payment of all sums due to Lessor herein required to be paid.
- C. As a condition precedent to Lessee filing any claim against City, Lessee shall make available to City all of Lessee's books and records (directly or indirectly related to the claim of Lessee's business) requested by City. Refusal to do so shall constitute a material breach of this contract.
- D. Maintenance and Public Access to Records: In compliance with F.S. 119.0701, the Lessee shall maintain and respond to any public records requests. This clause is not intended to indicate that the Lessee is subject to F.S. 119.0701 or that any services are being rendered on behalf of the City. However, in the event that there are public records generated during the course of the agreement, Lessee shall:

1. Keep and maintain public records that would ordinarily and necessarily be required by the City of Stuart in order to perform the services provided by the Lessee. This includes, without limitation, any and all financial, accounting, operational, time or service records or reports kept, generated or issued as a normal part of the services provided.
2. Provide the public with access to these public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are considered exempt or confidential by law, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Lessee upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
5. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
6. If the Lessee does not comply with a public records request, the City shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.
7. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772-288-5312 or 121 SW Flagler Avenue, Stuart, Florida 34994.

Section 17. Lessor's Title/Possession.

Lessor covenants that as of the Commencement Date: Lessor shall have the fee simple title to the Premises with full right and authority to make this Lease; the Premises shall be leased to the Lessee subject to all liens, easements and restrictions. Lessee has surveyed the Premises and has accepted the state of the survey. Lessee shall be delivered possession of the Premises; and Lessee shall have quiet and peaceful possession and enjoyment of the Premises and of all appurtenances thereunto belonging during the term of this Lease including all extension terms.

Section 18. Care of Premises.

Lessee shall in nowise violate any of the zoning or other governmental restrictions now or hereafter placed upon the said Premises. Lessee shall, at its sole expense, pay for any alterations, repairs, replacements, improvements, machinery or equipment which may be required by any applicable governing body now or at any time during the term of this Lease.

Section 19. Conditional Limitations – Lessee Default Provisions.

This lease and the term hereof are subject to the limitation that if, at any time during the term of this Lease, any one or more of the following events (herein called an "event of default") shall occur, that is to say:

- A. If Lessee shall make an assignment of this Lease for the benefit of its creditors; or

- B. If any petition shall be filed against Lessee in any court, whether or not pursuant to any Statute of the United States or of any State, in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, and Lessee shall thereafter be adjudicated bankrupt, and if any such proceedings shall not be dismissed within ninety (90) days after the institution of the same; or if any such petition shall be so filed by Lessee; or
- C. If Lessee shall fail to pay any installment of the rent, or any part hereof, when the same shall become due and payable, and such failure shall continue for ten (10) days; or
- D. If Lessee shall fail to pay when due any other charge required to be paid by Lessee hereunder, and such failure shall continue for ten (10) days after written notice thereof from Lessor to Lessee; or
- E. If Lessee shall fail to perform or observe any other requirement of this Lease (on the part of Lessee to be performed or observed, and such failure shall continue for a term longer than the time allotted to cure as set forth in the notice letter;

Then upon the happening of any one or more of the aforementioned events of default, and the expiration of the period of time for remedying the same, Lessor may:

- a. Give to Lessee a notice hereinafter called ("notice of termination") ending the term of this Lease and the term hereof, as well as all of the right, title and interest of the Lessee hereunder, which shall wholly cease and expire in the same manner and with the same force and effect as if the date originally specified herein for the expiration of this Lease had arrived and the Lessee shall then quit and surrender the Premises to Lessor, and
- b. Lessor may at any time after an event of default re-enter the Premises and remove Lessee therefrom, and all or any of its Premises therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law, and
- c. It is expressly and specifically covenanted and agreed that the entire unpaid balance of the basic rental with an estimated adjustment as provided in Paragraph 5 and the entire amount of estimated additional rental to the end of the term, based upon existing additional rentals already accrued, shall, at the sole option of the Lessor, immediately become due and payable, and
- d. All of the right, title, estate and interest of Lessee (i) in and to the improvements, all changes, additions, alterations therein, and all renewals and replacements thereof, and (ii) all rents, sub-leases, issues and profits of the Premises, or any part thereof, whether then accrued or to accrue, shall automatically pass to, vest in, and belong to Lessor, without further action on the part of either party, free of any claim thereto by Lessee.
- e. Lessor shall have any other remedy provided by Florida law.
- f. FORCE MAJEURE: Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event

that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane or sabotage terrorism that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

Section 20. Lessor's Defaults.

If Lessor fails to perform or observe any requirements or covenant of this Lease to be performed and observed by Lessor and such default continues after written notice thereof from Lessee to Lessor, Lessee shall have the option of terminating this Lease without waiving any other legal rights hereunder or in the alternative, Lessee shall have the right of specific performance.

Section 21. Waivers.

Failure of Lessor or Lessee to complain of any act or omission on the part of the other party no matter how long the same may continue shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Lessor or Lessee at any time, express or implied, of any breach of any provisions of this Lease shall be deemed a waiver of a breach of any other provisions of this Lease or a consent to any subsequent breach of the same of any other provisions. No acceptance by Lessor of any partial payment shall constitute an accord or satisfaction, but shall only be deemed a partial payment on account.

Section 22. Notices, Etc.

All notices, consents, demands and requests which are required or desired to be given by either party to the other shall be in writing. All such notices, consents, demands and requests shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at its address set forth in this Lease, or at such other place as it may from time to time designate in a written notice to the other party given pursuant to the provisions of this Section. Notices, consents, demands and requests which are served upon Lessor or Lessee in the manner aforesaid, shall be deemed to have been given or served for all purposes hereunder on the third (3rd) business day next following the date on which such notice, consent, demand or request shall have been mailed as aforesaid.

Section 23. Governing Law.

This Lease and the performance of the covenants and terms thereof shall be governed, interpreted, construed and regulated in accordance with the laws of the State of Florida. Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

Section 24. Partial Invalidity.

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is

held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 25. Sales Taxes.

Lessor will endeavor to collect and Lessee shall promptly pay all sales or similar type taxes imposed upon the various amounts of money payable as rent hereunder. In the event it is subsequently determined that any amount required to be paid or paid for hereunder is subject to such tax, Lessee shall promptly pay the same and any penalties and interest payable thereon.

Section 26. Covenants Binding the Respective Parties.

Except as herein expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and their respective heirs, successors and assigns. This Lease and all or any of its provisions are not intended and shall not be construed as for the benefit of any third party or parties, whatsoever.

Section 27. Disposition of Improvements on Termination of Lease.

On termination of this Lease for any cause, Lessor shall become the owner of any building or improvements on the Premises. If Lessee is not in default, Lessee shall however have the right to remove any furniture, fixtures, equipment or other things which may be removed from the Premises without changes to any of the buildings or improvements hereinafter located on the Premises.

Section 28. Broker's Commission.

There is no real estate commission due to any party related to this transaction.

Section 29. Attorney's Fees and Costs.

In connection with any litigation arising out of this Lease, the prevailing parties shall be entitled to recover all costs incurred, including reasonable attorneys' fees and costs through and including any and all appellate actions.

Section 30. Lessee's Attornment.

In the event of a transfer of Lessor's interests in the Premises or the purchase of the Lessor's interest therein in a foreclosure sale or by deed in lieu of foreclosure under any mortgage or the purchase, pursuant to a power of sale contained in any mortgage, then in any such events, Lessee shall, at Lessor's request, attorn to and recognize the transferee or purchaser of the Lessor's interest, as the case may be, as Lessor under this Lease, for the balance then remaining of the term and thereafter this Lease shall continue as it is directly between such person as "Lessor" and "Lessee", it being agreed that no such transferee shall have the right to disturb Lessee's tenancy hereunder so long as Lessee shall not be in default under the terms hereof.

Section 31. Waiver of Trial by Jury.

It is mutually agreed by and between Lessor and Lessee that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties

hereto against the other on any matter arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee and Lessee's use of or occupancy of the Premises. Lessee further agrees that it shall not interpose any counterclaim or counterclaims in a summary proceeding or in any action based upon nonpayment of rent or any other payment required of Lessee hereunder.

Section 32. Additional Terms and Conditions.

- A. If the Lessee fails to pay any sum when due for taxes, insurance or other sums required to be paid under the Lease, the Lessor may, at Lessor's option and without waiving its right to dispossess Lessee, pay such sum and such sum shall immediately become due and payable as additional rent.
- B. All rents due under the Lease shall bear interest at the rate provided under Florida law for Judgments. Said interest shall begin to accrue upon default as set forth in section 19.
- C. In the event of judicial or mutual termination of this Lease, Lessee shall provide Lessor with a Release and Surrender Agreement with two witnesses, in recordable form, to remove the Memorandum of Lease as a cloud on the title within seven (7) days of written demand, therefore if a Memorandum has been recorded. If Lessee raises defenses and desires to maintain the Memorandum of Lease as a recorded Notice on the Premises, then Lessee shall pay a \$25,000 security deposit into the court registry and continue to pay all expenses including rent as it becomes due.
- D. In the event that the Lessee fails to maintain the Premises in a condition free of federal, state, county or city code violations, the Lessor shall have the right, but not the obligation, to enter onto the Premises and repair or replace any items not in code compliance.

Thereafter, the actual cost, plus five (5%) percent administrative charge shall be additional rent, to be paid by the Lessee upon the next time that rent is due hereunder.

Section 33. Contractual Authority

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

Section 34. Sovereign Immunity

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

Section 35. Exhibits

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

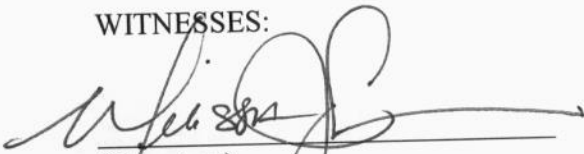
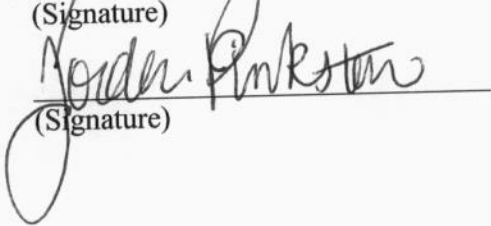
Exhibit "A" – "Sketch Defining Leased Premises"

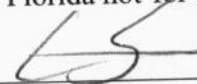
Exhibit "B" - "Insurance and Indemnification"

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals of the date shown below.

WITNESSES:

STUART MAIN STREET ASSOCIATION, INC.
a Florida not-for-profit corporation

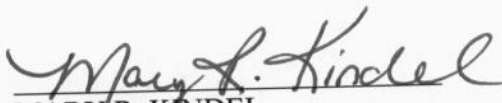

(Signature)

(Signature)


(Signature)


(Printed Name & Title)

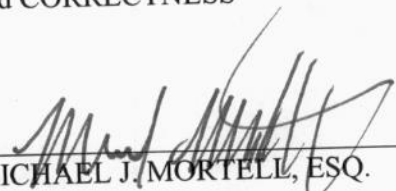
ATTEST:

CITY OF STUART, a Florida municipal corporation


MARY R. KINDEL
City Clerk

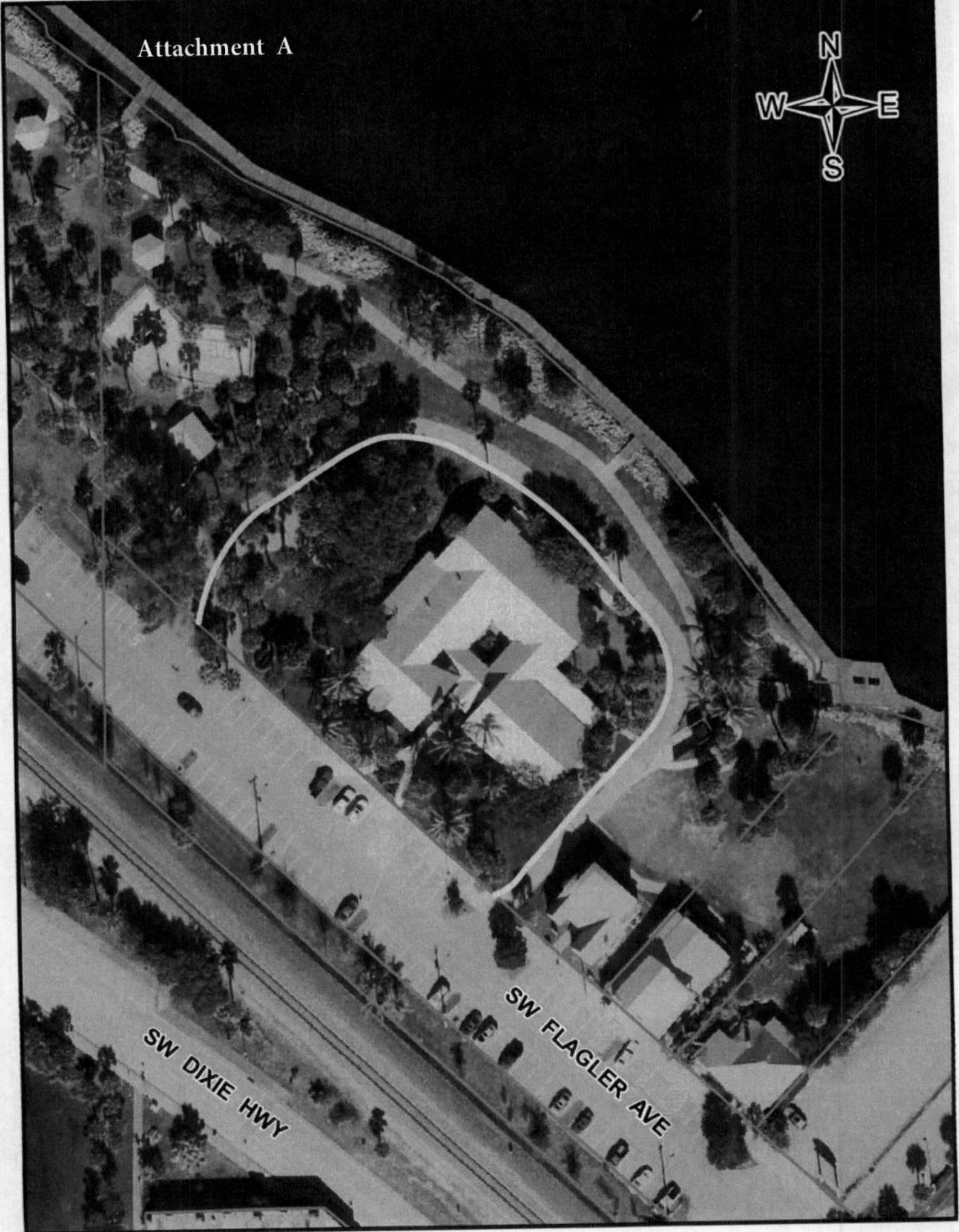

REBECCA S. BRUNER
Mayor

APPROVED AS TO FORM
and CORRECTNESS


MICHAEL J. MORTELL, ESQ.
City Attorney



Attachment A





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

RESOLUTION NUMBER 47-2020

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
STUART, FLORIDA, UTILIZING THE FLAGLER CENTER FOR
PUBLIC MEETING PARTICIPATION AND ABATING RENT DUE;
PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

WHEREAS, on March 16, 2020, the Mayor of the City of Stuart issued a local emergency declaration pursuant to Florida Statute, §252.38(2); and

WHEREAS, on March 17, 2020, the City Commission adopted Resolution 38-2020 extending the Local State of Emergency through April 13, 2020. On April 3, 2020, Resolution 39-2020 extended the Local State of Emergency through May 11, 2020. Both extension resolutions also cancelled several meetings and extended other advertised meetings to specific dates as set forth in the Resolution; and

WHEREAS, due to the recommendations of the Center for Disease Control, the World Health Organization as well as the State of Emergency entered by the Governor of Florida, it has become necessary to provide alternative public access to meetings held by the City of Stuart; and

WHEREAS, public participation is essential in the process of city meetings and some may not have the technology means to participate electronically; and

WHEREAS, the City Commission adopted Resolution 61-2019 leasing the Flagler Center to Stuart Main Street Association, Inc. and finds that it is necessary and reasonable to extend the rental credit period for the Flagler Center for the City to utilize the facility to accommodate public participation at board and commission meetings; and

WHEREAS, Stuart Main Street Association, Inc. has cancelled all public rentals at the Flagler Center, and;

WHEREAS, Stuart Main Street has requested an extension to the rent abatement described in Section 2 of the Lease Agreement for the Flagler Center.

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

SECTION 1. City of Stuart will be entitled to utilize the Flagler Center for public participation at board and commission meetings when necessary throughout the City of Stuart's declared State of Emergency or implemented social distancing requirements. The use by the City of the Flagler Center is without any reduction in allotted city days.

SECTION 2. Because of the impacts related to COVID –19 and as consideration for the use of the premises for public participation for City of Stuart Meetings, the rent credit described in Section 2 of the lease shall be extended through September 30, 2020. Therefore, the first payment of rent due the City of Stuart from Stuart Main Street Association, Inc. will be extended to October 1, 2020. All other terms and obligations set forth in the lease agreement shall remain in full force and effect.

SECTION 10. Effective Date. This Resolution shall take effect immediately upon adoption.

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

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

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 27th day of April, 2020.

ATTEST:

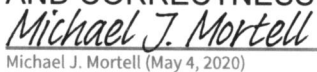


MARY R. KINDEL
CITY CLERK

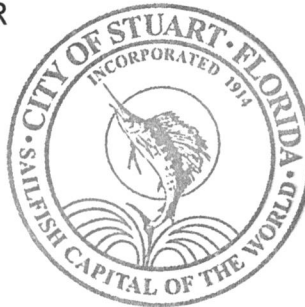

Michael J Meier (May 4, 2020)

MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


Michael J. Mortell (May 4, 2020)

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY





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

RESOLUTION NUMBER 106-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE A THIRTY-SIX (36) MONTH ABSOLUTE TRIPLE NET – UNSUBORDINATED LEASE AGREEMENT RENEWAL BETWEEN THE CITY OF STUART AND STUART MAIN STREET ASSOCIATION, INC. FOR THE “FLAGLER CENTER” LOCATED AT 121 SW FLAGLER AVENUE, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City owns the building at 121 SW Flagler Avenue in the City of Stuart, more commonly known as the “Flagler Center,” first leased for office and venue space by Stuart Main Street Association, Inc. from the City beginning January 2020 (Resolution 61-2019); and

WHEREAS, the absolute triple net - unsubordinated lease with Stuart Main Street will expire on December 31, 2022 unless the first of two, three (3) year renewals is executed between the parties, which would commence January 1, 2023, subject to the same terms and provisions of the 2019 agreement; and

WHEREAS, the City Commission finds that it can provide public access to the Flagler Center facility more efficiently by permitting Stuart Main Street Association Inc., a quasi-governmental, non-for-profit agency to manage and operate the event programing for the facility.

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

SECTION 1: The first renewal of a thirty-six (36) month lease agreement between the City of Stuart and Stuart Main Street Association, Inc. is hereby authorized to commence January 1, 2023 and expire December 31, 2025, subject to the terms and conditions of the Lease on file with the City Clerk first approved via Resolution 61-2019.

SECTION 2: This Resolution shall become effective upon its adoption.

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

TROY MCDONALD, MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
		ABSENT	
	N		
Y			

ADOPTED this 14th day of November, 2022.

ATTEST:


MARY R. KINDEL
CITY CLERK


TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY





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

RESOLUTION NUMBER 61-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE EXECUTION OF LEASE AGREEMENT BETWEEN THE CITY OF STUART AND STUART MAIN STREET ASSOCIATION, INC. FOR THE "FLAGLER CENTER" LOCATED AT 121 SW FLAGLER AVENUE, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City owns the building at 121 SW Flagler Avenue in the City of Stuart, more commonly known as the "Flagler Center;" and

WHEREAS, Stuart Main Street Association, Inc. seeks to lease the Flagler Center as its offices, as well as venue space available to the public for events and weddings, and to execute a lease agreement with the City of Stuart for the building; and

WHEREAS, the City Commission finds that it can provide public access to the space more efficiently by allowing a quasi-governmental non-for-profit agency to manage and operate the event programming for the facility.

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

SECTION 1: The Mayor is hereby authorized and directed to execute a thirty-six (36) month lease agreement between the City of Stuart and Stuart Main Street Association, Inc. commencing January 1, 2020. A copy of the Lease is on file in the Office of the City Clerk for the City of Stuart, Florida.

SECTION 2: This resolution shall take effect upon adoption.

Res.61-2019

Flagler Center lease with Stuart Main Street Association, Inc.

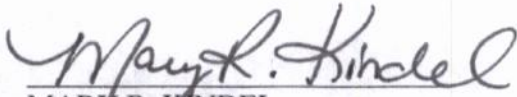
Commissioner GLASS LEIGHTON offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner MEIER and upon being put to a roll call vote, the vote was as follows:

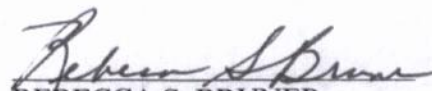
REBECCA S. BRUNER, MAYOR
EULA R. CLARKE, VICE MAYOR
KELLI GLASS LEIGHTON, COMMISSIONER
MERRITT MATHESON, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 22nd day of July, 2019.

ATTEST:


MARY R. KINDEL
CITY CLERK


REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORTELL
CITY ATTORNEY





ABSOLUTE TRIPLE NET - UNSUBORDINATED LEASE

THIS LEASE is made and executed as of the 12th day of August 2019, between the **City of Stuart**, a municipal corporation, 121 SW Flagler Avenue, Stuart, FL 34994, hereinafter referred to as **LESSOR**", and **Stuart Main Street Association, Inc.**, a Florida not for profit corporation, Stuart, Florida, 34994, hereinafter referred to as **"LESSEE."**

Section 1. Demise, Description and Use of Premises.

In consideration of the sum of Ten and No/100 Dollars (\$10.00) to it in hand paid this day, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor leases to Lessee upon the terms and conditions contained herein, for the purpose of conducting thereon any lawful business and for no other purpose, the following described building located in Martin County, Florida, to wit:

See the Site plan depicted in Exhibit "A" attached hereto and made a part hereof.

As used herein, the term "Premises" refers to structure described in Exhibit A and to any improvements located thereon from time to time during the term hereof.

Section 2. Commencement and Term.

The term of this Lease shall commence on the date of full execution of this Lease (the "Commencement Date"). Rental payments due hereunder shall be payable in advance and shall commence on January 1, 2020. In exchange for acceptance of the Premises in an "As Is" condition and as a set off for repairs and improvements, the City shall provide a rent credit equivalent to the first 6 months. Therefore, the first actual payment to the City shall occur on July 1, 2020 which shall be the seventh month of the first year of the agreement ("Rent Commencement Date"). The rent abatement shall not apply to any expenses other than the "basic" rent. The Lessee shall remain responsible for all taxes, insurance, utilities and maintenance during the rent abatement period.

The term of this Lease shall continue for a period of three (3) years from the Commencement Date subject to extension or prior termination as set forth herein.

Section 3. Lease Option Right to Extend.

Provided the Lessee is not in default under any of the terms and conditions of this Lease, and provided the Lessee has faithfully performed all of its covenants and undertakings contained in this Lease, Lessee shall have the right to request an extension beyond the initial term of this Lease for two additional terms of three (3) years each upon the same terms and conditions however the rental amount shall be based upon the rental payment as adjusted throughout the original lease terms.. The term of the Lease shall be extended upon the mutual agreement of the parties. Lessee shall request permission to exercise its option to extend not less than one hundred twenty (120) days prior to commencement of the next ensuing extension term. The Lessor shall place the request on the City Commission calendar as soon as is

reasonably possible after said request. The parties agree that there are no specific criteria that shall guarantee that the request is granted but rather shall be at the sole discretion of the Lessor and Lessee. Such notice shall be sent to the Lessor either by registered or certified mail, return receipt requested, postage prepaid, at the address of Lessor set forth above or such other address as Lessor may direct in writing. Options can only be exercised one at a time and only consecutively. Lessee may only request permission to exercise an option during the final year of that lease term.

Section 4. Basic Rent.

It is the purpose and intent of the Lessor and the Lessee that the rent shall be absolute net to the Lessor. Lessee hereby agrees to pay to Lessor rent for the leased Premises land, the sum of Thirty Thousand and 00/100 Dollars (\$30,000.00), payable solely for the convenience of Lessee in equal monthly installments of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) payable on the first (1st) day of each month, in advance, from the Rent Commencement Date, January 1, 2020, throughout the term of this Lease, including any renewal terms subject to adjustment as hereinafter set forth. In the event that this Rent Commencement Date falls on some day other than the first day of a calendar month, the first month's rent shall be prorated to reflect the actual period for which rent is payable. Payment shall be made in the form of a locally drawn (Martin County, Florida) bank's check and shall be made to whoever the Lessor designates, in writing, from time to time. All sums due as rent or additional rent shall be paid without set-off for any reason.

Section 4(a). Late Fee. The rent is due no later than the 1st day of each month. Any rent not tendered to the Lessor by 5:00 p.m. on the First day of the month is deemed late. Should exceptional circumstances prevent prompt payment of the rent, Lessee agrees to pay a late fee equal to 10% of the current monthly rental obligation. During the first year, this late fee shall be the sum of Two Hundred and Fifty (\$250.00).

Section 4(b). The Lessee shall be responsible for all utilities, cable, water, electric, gas or any other expenses related to the normal operation of the Premises. Further, it shall remain a material obligation of the Lessee to maintain electricity to the Premises and maintain the air conditioning at such a level as to avoid excessive moisture, humidity or the generation of mold for failure to maintain properly.

Section 5. Rent Escalation.

Commencing on the anniversary date of the Commencement Date and each year thereafter, the monthly Base Rental shall be increased by 3%. The indexed rental payment shall be due and payable without notice of increase on January 1 and each month thereafter until the next index occurs.

Section 6. Taxes and Assessments.

Beginning on the Commencement Date and throughout the term of this Lease thereafter, including any extension terms, Lessee shall pay, as additional rent hereunder, before they become delinquent, all taxes. "Taxes" as used herein, means all real Premises taxes, rates, duties and assessments, local improvement taxes, whether a general or special, that are levied, rated, charged or assessed against the Premises or any part thereof and any assessments or special assessments, whether Federal, State, Municipal, School, or otherwise, and any and all taxes which are imposed in lieu of, or in addition to any such real Premises taxes whether of the foregoing character or not and whether in existence at the Commencement Date. The Lessee shall pay the Premises taxes no later than November 30 of the year during which the tax notice is received.

Lessor shall promptly forward to Lessee all notices, bills or invoices Lessor receives requiring payment for any of the items set forth above.

All taxes for the beginning and ending years of the term hereof, from date hereof, including any extension terms, shall be prorated between Lessor and Lessee based upon the respective periods in which they hold possession of the Premises.

Lessee may contest any tax or assessment it is required to pay and may file protests or otherwise proceed in the name of Lessor. No contest may be filed for the first year's taxes. Thereafter, any contest must be made by posting with the Lessor sufficient collateral, in a form acceptable to Lessor, to protect the Lessor against loss of the Premises by tax sale or other tax collection procedure. Lessor may use the collateral at any time Lessor determines in good faith, that such a loss is imminent.

All Federal or State sales taxes or taxes similar in nature imposed upon payments made by a Lessee to a Lessor or upon this lease whether on the rents, additional rent or the lease or leasing privilege shall be paid in full by Lessee promptly when due or upon demand therefore.

Section 7. Permitted Uses.

Lessee shall be entitled to develop the Premises for use as a recreational, educational and cultural event center. Lessor hereby agrees not to affirmatively interfere with Lessee's efforts to so develop the Premises, except that all improvements collectively costing \$2,000 or more to the Premises shall be subject to the approval of the City. Lessee shall be responsible for the payment of any and all costs incurred in connection with the development of the Premises including the preparation of any applications, plans, surveys or other documents and all impact fees and development or permit fees incurred in connection with development of the Premises.

Beginning not later than January 1, 2020, the Lessee shall keep the Premises open and available for use by its customers on all days of the year, subject to closure only upon the written approval of the City Manager. The Lessee shall maintain and keep an office open and available to public business invitees, not less than on Monday through Friday, 9:00 AM to 5:00 PM. The parties further agree that the Lessee shall be permitted to close the Premises upon ten (10) days written notice to the City Manager, for up to three (3) weeks during the period from July 15th to September 15th each year, for the purpose of cleaning, painting, making improvements and taking vacation, subject only to honoring any bookings during that time.

Lessee acknowledges that at the time this Lease is entered by the parties, the Lessor has agreed and "booked" certain events which shall be honored by the Lessee.

The Lessor shall retain the use of the Premises for "City Days and the Fourth of July." July 4 shall be deemed a City day. The Lessee shall reserve the entire premise on July 4 each year at no cost. Number of days set aside for City of Stuart sponsored events or specific use by the City of Stuart shall not exceed 25 days annually, without prior approval of Lessee. Except for Lessor's events, a Booked Event is described as an event where the Lessee has taken a deposit and has entered into a contract with a customer for the use of the Premises on a specific date and time. In the event that the Premises shall not be entirely under such contract, the Lessor may, at its sole option, retain use of the remainder of the Premises for any event. Lessor shall not be required to pay any fee or rent for its use of the Premises for City Days. Lessor shall be responsible to the Lessee for paying the actual cost of producing events, including labor and materials,

food, and beverages, subject to the later written agreement for such use by the Lessee and the City Manager; however Lessor is not required to use Lessee's services or vendors.

Further, the Lessee shall agree to provide a minimum of twelve (12) discounted days where the facility is available at a rate of 50% of the market rate. These days shall only be available to City Residents or qualified non-for profit entities with a 501(c)(3) or 501(c)(4) status that maintain a business tax receipt in the City of Stuart. Stuart Main Street Association, Inc. shall be allowed to choose the days and the process for which they are distributed to the qualified applicants but must provide the City with the list of all dates that were available at the reduced rate for each year. The parties agree that Stuart Main Street Association, Inc. shall make the reduced rate dates available at least 60 days in advance and shall provide a procedure for the application and selection of licensees which shall be offered the discounted rate.

Nothing contained herein shall be construed so as to require Lessor to execute any document or instrument, which would create any financial liability neither on the part of Lessor nor upon the subject Premises, nor alter or impair Lessor's rights under this Lease. There is no obligation under this Lease for Lessor to convey or burden any part of or all of the fee interest of the subject Premises or grant or agree to any condition, which will burden the Premises beyond the Lease term. Any such condition shall terminate when the Lease terminates.

Section 8. Encumbrances of Lessee's Leasehold Interest.

Lessee shall not encumber its Leasehold interest in the Premises together with all improvements placed thereon by Lessee, as security for any indebtedness of Lessee.

Section 9. Assignment and Sublease

Lessee may not assign all or any portion of this Lease or sublease the whole or any part of the Premises, including portions of any improvements erected thereon by Lessor or other portions of the Premises for any purpose without the express, written consent of Lessor (City Manager), which consent shall not be unreasonably withheld or delayed. Any assignment or sublease may be conditioned by the Lessor on the commercial suitability, the good reputation in the community, and the financial strength and solvency of the proposed assignee or sub-Lessee. Lessee shall remain liable for the full performance of its covenants and obligations under this Lease for the entire term hereof. No sub-lease can extend beyond the existing term of this Lease. No sub-lease can alter the terms hereof.

Section 10. Uses Prohibited.

Lessee shall not use or permit the use of the Premises, or any part thereof, for any illegal purpose or purposes, nor shall Lessee maintain a nuisance on the Premises or use or permit the use thereof for immoral purposes. The Premises may not be used as a toxic waste dump or storage facility, a solid waste disposal site or any use which could have a harmful effect on the land itself. The Lessee shall not commit waste. No use may be made of the Premises which would legally impair the right to collect rental adjustments called for herein.

Section 10(a). Zero Waste.

The City of Stuart is in the process of adopting a policy regarding the use of non-recyclable materials in its parks and on City owned Premises. Lessee shall remain in full compliance with any future City Policy regarding the prohibition of non-recyclable materials on City Premises. The regulation of non-recyclable

materials shall constitute a material provision of this agreement. The Lessee shall be subject to any penalties set forth by the City Commission in any future policies regarding same. In addition, violation of the policy shall constitute a material breach and act as a basis for termination of this Agreement at the discretion of the Lessor.

Section 11. Improvements, Repairs, Additions, Replacements to the Real Premises.

Lessee shall, at all times during the term of this Lease, and at its own cost and expense, keep and maintain or cause to be kept and maintained in good repair and good condition (ordinary wear and tear excepted), all buildings and improvements at any time erected on the Premises, and shall use all reasonable precaution to prevent waste, damage or injury. Any structural modifications including repairs or additions must be approved by the City of Stuart in writing prior to initiation of same.

Lessor shall not be required to furnish any services or facilities or to make any improvements, repairs, or alterations in or to the Premises during the term of this Lease, it being understood that the Lessee takes the Premises in an "AS IS" condition, having made all of the inspections it chose to make, prior to entering into this Lease, and that the Lessee is satisfied with the condition of the Premises.

Lessee's rights, as set forth in this Section 11, shall be subject to the following conditions:

- A. The cost of any such construction, or of any change, alteration or improvements, shall be borne and paid for by Lessee.
- B. The Premises shall, at all times, be kept free of mechanics and material men's liens.
- C. During the term of the Lease (or any extended term acquired by exercise of an option hereunder), Lessee shall not demolish or remove any building or improvements located on the Premises. At the end of term hereof, all improvements located on the Premises will become the Premises of Lessor and at Lessor's option, Lessor can require Lessee to remove all or any part of the improvements and to place the Premises in their original condition.

Section 12. Insurance.

Lessee covenants to provide, during the entire term hereof at Lessee's own cost and expense, as additional rent, by advance payment of premiums, a comprehensive liability policy of insurance protecting Lessor and Lessee as their interest may appear against any liability whatsoever, occasioned by accident on or about the demised Premises or any appurtenances thereto. Such policy shall be approved by Lessor, written by a company rated not less than "AAA", by Best's Register, in an amount not less than One Million Dollars (\$1,000,000) to cover the claim of damage from any single person, and not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) to cover more than a single claim which may arise from a single action, and in the sum of Five Hundred Thousand Dollars (\$500,000) in respect to claims for Premises damage. Such policy shall insure Lessee and Lessor against any liability that may accrue against them or either of them, on account of any occurrence on or to the demised Premises during the term thereof, resulting in personal injury, death, Premises damage, liquor liability or any other liability whatsoever; and said policies shall include indemnity against loss, expense and damage of any and every kind, including costs of investigation and attorney's fees, and other costs of defense. Lessee shall see to it that the Lessor shall at all times be in possession of a valid Certificate of Insurance, naming the City of Stuart as an additional insured. Lessee agrees to pay all premiums for all policies promptly as additional

rent and deliver to Lessor an original or duplicate original of all such policies, together with evidence of payment of premium thereon, upon the beginning date of this Lease, and from time to time thereafter as premiums shall fall due. Lessor may increase the amounts of required insurance coverage provided the same is commercially reasonable.

All insurance coverage called for under the Lease shall contain provisions granting Lessor the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal, and shall be written by an insurance company authorized to do business in Florida. Copies of the policies shall be promptly furnished to Lessor.

All hazard insurance policies carried by the Lessee covering Premises located on the demised Premises will provide that the Lessor is an additional named insured, as its interest may appear.

Section 13. Indemnify Lessor.

In consideration of said Premises being leased to Lessee for the above rental, Lessee agrees: that Lessee, at all times, will indemnify and hold harmless Lessor from all losses, damages, liabilities and expenses, which may arise or be claimed against Lessor and be in favor of any persons, firms or corporations, for any injuries or damages to the person or Premises of any persons, firms or corporations, consequent upon or arising from the use or occupancy of said Premises by Lessee, or consequent upon or arising from any acts, omission, neglect or fault of Lessee, his agents, servants, employees, licensees, visitors, customers, patrons, or invitees, or consequent upon or arising from Lessee's failure to comply with any laws, statutes, ordinances, codes or regulations as herein provided; that Lessor shall not be liable to Lessee for any damages, losses or injuries to the persons or to Premises of Lessee which may be caused by the acts, neglect, omissions or faults of any persons, firms or corporations, and that Lessee will indemnify and keep harmless Lessor from all damages, liabilities, losses, injuries or expenses which may arise or be claimed against Lessor and be in favor of any persons, firms or corporations, for any injuries or damages to the person or Premises of any persons, firms or corporations, where said injuries or damages arose about or upon said Premises as a result of the negligence of Lessee, his agents, employees, servants, licensees, visitors, customers, patrons and invitees. All personal Premises placed or moved into the Leased Premises or Building shall be at the risk of Lessee or the owners thereof, and Lessor shall not be liable to Lessee for any damages to said personal Premises. Lessee shall maintain at all times during the term of this Lease an insurance policy or policies in an amount or amounts sufficient to indemnify Lessor and to pay Lessor's damages, if any, resulting from any matters set forth hereinbefore in this Paragraph 13. LESSEE WAIVES ALL RIGHTS TO RECOVER FROM LESSOR FOR ANY DAMAGES CAUSED BY NEGLIGENCE OF LESSOR, ITS AGENTS OR EMPLOYEES. Lessee's insurance policies shall contain a waiver of the right of subrogation as against the Lessor.

Section 14. Time.

It is understood and agreed between the parties hereto that time is of the essence of all the terms, provisions, covenants and conditions of this Lease.

Section 15. Condemnation.

- A. If, at any time during the term of this Lease, title to all of the Premises shall be taken by the exercise of the right of condemnation or eminent domain, this Lease shall terminate and expire on the date of such taking, and the rent and other charges provided to be paid by Lessee shall be apportioned and paid to the date of such taking.

- B. If at any time during the term of this Lease, title to less than all of the Premises shall be taken as aforesaid, this Lease shall continue (unless Lessee shall elect to terminate this Lease by giving notice thereof to Lessor within thirty (30) days after the date of such taking, in which case this Lease shall terminate on the date therefore set forth in such notice), except that thereafter the rent shall be reduced to a fraction of the former amount which fraction shall be determined by dividing the area of the untaken portion of the Premises by the area of the Premises immediately before the taking.
- C. Lessee may, at its option, but shall not be required to, repair, restore, replace or rebuild any damage or destruction to the Premises and improvements located thereon resulting or arising from any taking of all or any part thereof.

Section 16. Requirements of Public Authority.

- A. During the term of this Lease, Lessee shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations (collectively "regulations") of the Federal, State, County, and City Governments and of all other governmental authorities affecting the Premises or appurtenances thereto or any part thereof whether the same are in force on the Commencement Date or may in the future be passed, enacted, or directed, and Lessee shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Lessee to comply with the covenants of this Section 16. If such regulations shall so restrict the use or development of the Premises so as to render the development of the Premises unfeasible in the discretion of Lessee, Lessee shall have the option to terminate this Lease upon thirty (30) days written notice to Lessor.
- B. Lessee shall have the right to contest by appropriate legal proceeding diligently conducted in good faith in the name of the Lessee, without costs, liability or expense to Lessor, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in paragraph (A) of this Section and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Lessee may delay such compliance therewith until the final determination of such proceedings. Nothing herein shall delay the payment of all sums due to Lessor herein required to be paid.
- C. As a condition precedent to Lessee filing any claim against City, Lessee shall make available to City all of Lessee's books and records (directly or indirectly related to the claim of Lessee's business) requested by City. Refusal to do so shall constitute a material breach of this contract.
- D. Maintenance and Public Access to Records: In compliance with F.S. 119.0701, the Lessee shall maintain and respond to any public records requests. This clause is not intended to indicate that the Lessee is subject to F.S. 119.0701 or that any services are being rendered on behalf of the City. However, in the event that there are public records generated during the course of the agreement, Lessee shall:

1. Keep and maintain public records that would ordinarily and necessarily be required by the City of Stuart in order to perform the services provided by the Lessee. This includes, without limitation, any and all financial, accounting, operational, time or service records or reports kept, generated or issued as a normal part of the services provided.
2. Provide the public with access to these public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are considered exempt or confidential by law, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Lessee upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
5. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
6. If the Lessee does not comply with a public records request, the City shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.
7. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772-288-5312 or 121 SW Flagler Avenue, Stuart, Florida 34994.

Section 17. Lessor's Title/Possession.

Lessor covenants that as of the Commencement Date: Lessor shall have the fee simple title to the Premises with full right and authority to make this Lease; the Premises shall be leased to the Lessee subject to all liens, easements and restrictions. Lessee has surveyed the Premises and has accepted the state of the survey. Lessee shall be delivered possession of the Premises; and Lessee shall have quiet and peaceful possession and enjoyment of the Premises and of all appurtenances thereunto belonging during the term of this Lease including all extension terms.

Section 18. Care of Premises.

Lessee shall in nowise violate any of the zoning or other governmental restrictions now or hereafter placed upon the said Premises. Lessee shall, at its sole expense, pay for any alterations, repairs, replacements, improvements, machinery or equipment which may be required by any applicable governing body now or at any time during the term of this Lease.

Section 19. Conditional Limitations – Lessee Default Provisions.

This lease and the term hereof are subject to the limitation that if, at any time during the term of this Lease, any one or more of the following events (herein called an "event of default") shall occur, that is to say:

- A. If Lessee shall make an assignment of this Lease for the benefit of its creditors; or

- B. If any petition shall be filed against Lessee in any court, whether or not pursuant to any Statute of the United States or of any State, in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, and Lessee shall thereafter be adjudicated bankrupt, and if any such proceedings shall not be dismissed within ninety (90) days after the institution of the same; or if any such petition shall be so filed by Lessee; or
- C. If Lessee shall fail to pay any installment of the rent, or any part hereof, when the same shall become due and payable, and such failure shall continue for ten (10) days; or
- D. If Lessee shall fail to pay when due any other charge required to be paid by Lessee hereunder, and such failure shall continue for ten (10) days after written notice thereof from Lessor to Lessee; or
- E. If Lessee shall fail to perform or observe any other requirement of this Lease (on the part of Lessee to be performed or observed, and such failure shall continue for a term longer than the time allotted to cure as set forth in the notice letter;

Then upon the happening of any one or more of the aforementioned events of default, and the expiration of the period of time for remedying the same, Lessor may:

- a. Give to Lessee a notice hereinafter called ("notice of termination") ending the term of this Lease and the term hereof, as well as all of the right, title and interest of the Lessee hereunder, which shall wholly cease and expire in the same manner and with the same force and effect as if the date originally specified herein for the expiration of this Lease had arrived and the Lessee shall then quit and surrender the Premises to Lessor, and
- b. Lessor may at any time after an event of default re-enter the Premises and remove Lessee therefrom, and all or any of its Premises therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law, and
- c. It is expressly and specifically covenanted and agreed that the entire unpaid balance of the basic rental with an estimated adjustment as provided in Paragraph 5 and the entire amount of estimated additional rental to the end of the term, based upon existing additional rentals already accrued, shall, at the sole option of the Lessor, immediately become due and payable, and
- d. All of the right, title, estate and interest of Lessee (i) in and to the improvements, all changes, additions, alterations therein, and all renewals and replacements thereof, and (ii) all rents, sub-leases, issues and profits of the Premises, or any part thereof, whether then accrued or to accrue, shall automatically pass to, vest in, and belong to Lessor, without further action on the part of either party, free of any claim thereto by Lessee.
- e. Lessor shall have any other remedy provided by Florida law.
- f. **FORCE MAJEURE:** Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event

that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane or sabotage terrorism that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

Section 20. Lessor's Defaults.

If Lessor fails to perform or observe any requirements or covenant of this Lease to be performed and observed by Lessor and such default continues after written notice thereof from Lessee to Lessor, Lessee shall have the option of terminating this Lease without waiving any other legal rights hereunder or in the alternative, Lessee shall have the right of specific performance.

Section 21. Waivers.

Failure of Lessor or Lessee to complain of any act or omission on the part of the other party no matter how long the same may continue shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Lessor or Lessee at any time, express or implied, of any breach of any provisions of this Lease shall be deemed a waiver of a breach of any other provisions of this Lease or a consent to any subsequent breach of the same of any other provisions. No acceptance by Lessor of any partial payment shall constitute an accord or satisfaction, but shall only be deemed a partial payment on account.

Section 22. Notices, Etc.

All notices, consents, demands and requests which are required or desired to be given by either party to the other shall be in writing. All such notices, consents, demands and requests shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at its address set forth in this Lease, or at such other place as it may from time to time designate in a written notice to the other party given pursuant to the provisions of this Section. Notices, consents, demands and requests which are served upon Lessor or Lessee in the manner aforesaid, shall be deemed to have been given or served for all purposes hereunder on the third (3rd) business day next following the date on which such notice, consent, demand or request shall have been mailed as aforesaid.

Section 23. Governing Law.

This Lease and the performance of the covenants and terms thereof shall be governed, interpreted, construed and regulated in accordance with the laws of the State of Florida. Venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

Section 24. Partial Invalidity.

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is

held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 25. Sales Taxes.

Lessor will endeavor to collect and Lessee shall promptly pay all sales or similar type taxes imposed upon the various amounts of money payable as rent hereunder. In the event it is subsequently determined that any amount required to be paid or paid for hereunder is subject to such tax, Lessee shall promptly pay the same and any penalties and interest payable thereon.

Section 26. Covenants Binding the Respective Parties.

Except as herein expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and their respective heirs, successors and assigns. This Lease and all or any of its provisions are not intended and shall not be construed as for the benefit of any third party or parties, whatsoever.

Section 27. Disposition of Improvements on Termination of Lease.

On termination of this Lease for any cause, Lessor shall become the owner of any building or improvements on the Premises. If Lessee is not in default, Lessee shall however have the right to remove any furniture, fixtures, equipment or other things which may be removed from the Premises without changes to any of the buildings or improvements hereinafter located on the Premises.

Section 28. Broker's Commission.

There is no real estate commission due to any party related to this transaction.

Section 29. Attorney's Fees and Costs.

In connection with any litigation arising out of this Lease, the prevailing parties shall be entitled to recover all costs incurred, including reasonable attorneys' fees and costs through and including any and all appellate actions.

Section 30. Lessee's Attornment.

In the event of a transfer of Lessor's interests in the Premises or the purchase of the Lessor's interest therein in a foreclosure sale or by deed in lieu of foreclosure under any mortgage or the purchase, pursuant to a power of sale contained in any mortgage, then in any such events, Lessee shall, at Lessor's request, attorn to and recognize the transferee or purchaser of the Lessor's interest, as the case may be, as Lessor under this Lease, for the balance then remaining of the term and thereafter this Lease shall continue as it is directly between such person as "Lessor" and "Lessee", it being agreed that no such transferee shall have the right to disturb Lessee's tenancy hereunder so long as Lessee shall not be in default under the terms hereof.

Section 31. Waiver of Trial by Jury.

It is mutually agreed by and between Lessor and Lessee that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties

hereto against the other on any matter arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee and Lessee's use of or occupancy of the Premises. Lessee further agrees that it shall not interpose any counterclaim or counterclaims in a summary proceeding or in any action based upon nonpayment of rent or any other payment required of Lessee hereunder.

Section 32. Additional Terms and Conditions.

- A. If the Lessee fails to pay any sum when due for taxes, insurance or other sums required to be paid under the Lease, the Lessor may, at Lessor's option and without waiving its right to dispossess Lessee, pay such sum and such sum shall immediately become due and payable as additional rent.
- B. All rents due under the Lease shall bear interest at the rate provided under Florida law for Judgments. Said interest shall begin to accrue upon default as set forth in section 19.
- C. In the event of judicial or mutual termination of this Lease, Lessee shall provide Lessor with a Release and Surrender Agreement with two witnesses, in recordable form, to remove the Memorandum of Lease as a cloud on the title within seven (7) days of written demand, therefore if a Memorandum has been recorded. If Lessee raises defenses and desires to maintain the Memorandum of Lease as a recorded Notice on the Premises, then Lessee shall pay a \$25,000 security deposit into the court registry and continue to pay all expenses including rent as it becomes due.
- D. In the event that the Lessee fails to maintain the Premises in a condition free of federal, state, county or city code violations, the Lessor shall have the right, but not the obligation, to enter onto the Premises and repair or replace any items not in code compliance.

Thereafter, the actual cost, plus five (5%) percent administrative charge shall be additional rent, to be paid by the Lessee upon the next time that rent is due hereunder.

Section 33. Contractual Authority

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

Section 34. Sovereign Immunity

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

Section 35. Exhibits

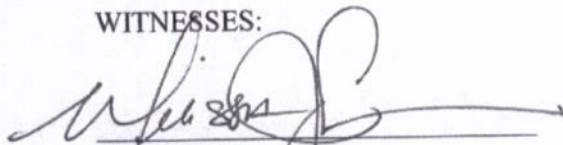
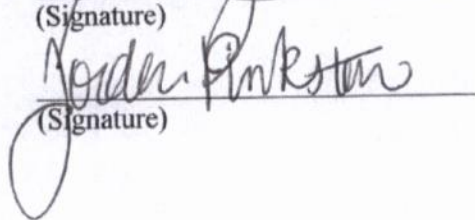
The following Exhibits are attached to and made a part of this Contract:

Exhibit "A" – "Sketch Defining Leased Premises"

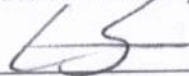
Exhibit "B" - "Insurance and Indemnification"

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals of the date shown below.

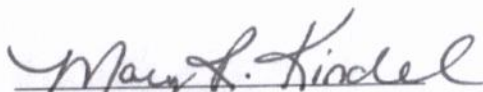
WITNESSES:


(Signature)

(Signature)

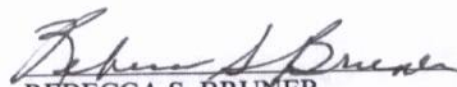
STUART MAIN STREET ASSOCIATION, INC.
a Florida not-for-profit corporation


(Signature)
Wilhelms Schlotz-Resident
(Printed Name & Title)

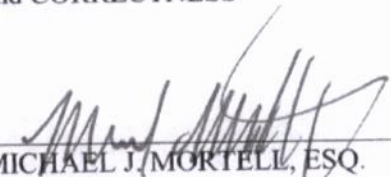
ATTEST:


MARY R. KINDEL
City Clerk

CITY OF STUART, a Florida municipal corporation

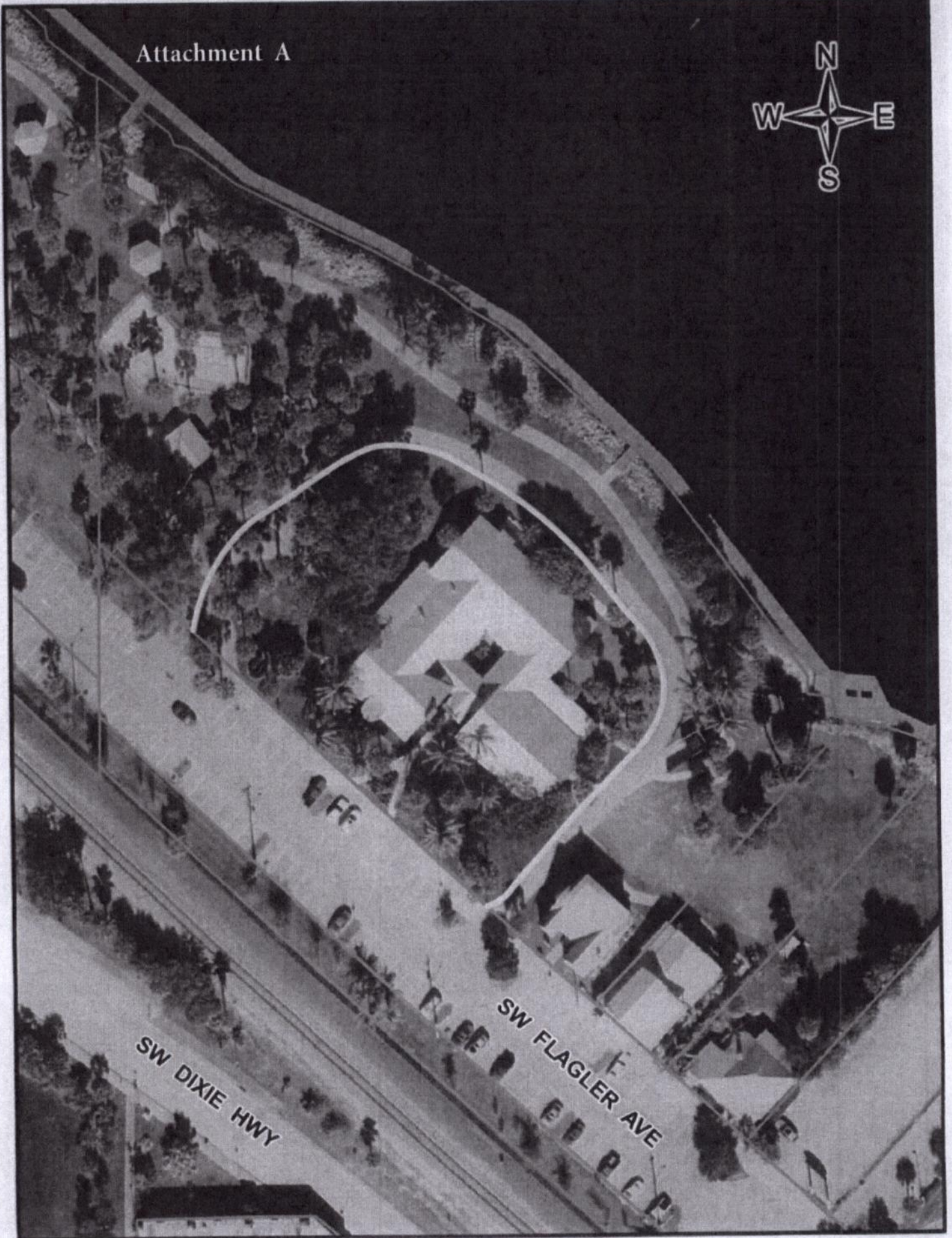

REBECCA S. BRUNER
Mayor

APPROVED AS TO FORM
and CORRECTNESS


MICHAEL J. MORTELL, ESQ.
City Attorney



Attachment A



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

Meeting Date: 10/13/2025

Prepared by: Flamur Zenelovic

Title of Item:

AUTHORIZATION TO APPLY FOR FDLE DRONE REPLACEMENT GRANT (RC):

RESOLUTION No. 100-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR FUNDING UNDER THE FY 2025–26 DRONE REPLACEMENT PROGRAM; PROVIDING FOR THE EXECUTION OF AN AGREEMENT IF FUNDS ARE AVAILABLE AND AWARDED; AND PROVIDING AN EFFECTIVE DATE.

Summary Explanation/Background Information on Agenda Request:

DRONES ARE AN ESSENTIAL TOOL FOR LAW ENFORCEMENT, HELPING TO SEARCH FOR MISSING PERSONS, SECURE ROOFTOPS, ALLEYWAYS, AND PROVIDE ADVANCED SURVEILLANCE FOR POLICE INVESTIGATIONS AND WARRANT SERVICE. THE STUART POLICE DEPARTMENT DEPLOYS A DRONE DURING PUBLIC GATHERINGS TO ENHANCE SAFETY AND SECURITY FOR ATTENDEES.

Funding Source:

GRANT FUNDS UP TO \$25,000.00 NON-RECURRING FUNDS PER DRONE.

Recommended Action:

RECOMMEND APPROVAL OF RESOLUTION NO. 100-2025 TO APPLY FOR GRANT FUNDS FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT.

ATTACHMENTS:

1. R100-2025 FDLE Drone Replacement Grant Application Authorization
2. R100-2025 FY2025-26-Drone-Program-Agreement



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

RESOLUTION NUMBER 100-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR FUNDING UNDER THE FY2025-26 DRONE REPLACEMENT PROGRAM; PROVIDING FOR THE EXECUTION OF AN AGREEMENT IF AWARDED; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Florida Department of Law Enforcement (“FDLE”) has received nonrecurring funds through the General Appropriations Acts of 2023, 2024, and 2025, as amended by Chapter 2025-199, Laws of Florida, for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida; and

WHEREAS, Section 934.50, Florida Statutes, and Rule 60GG-2.0075, Florida Administrative Code, set minimum security standards for drones used by governmental entities; and

WHEREAS, FDLE has authorized eligible agencies to use program funds to expand existing compliant drone fleets, with awards of up to \$25,000 per drone; and

WHEREAS, the City of Stuart seeks to expand the Stuart Police Department’s drone program to improve operational readiness, enhance coverage during major events, and strengthen investigative capabilities; and

WHEREAS, the City of Stuart continues to advance the safety of its residents and visitors through technology integration, crime prevention, and best practices in investigations.

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

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

SECTION 2: The City Manager is authorized to submit a grant application for the Stuart Police Department to the Florida Department of Law Enforcement Office Drone Replacement Program, and if said grant is awarded to the City, the City Manager is authorized to execute an agreement, subject to review and approval by the City Attorney.

SECTION 3: This resolution shall take effect immediately upon adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 13th day of October, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

**Drone Replacement Program Financial Assistance Agreement
between
Florida Department of Law Enforcement
and
City of Stuart**

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately \$25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, The General Appropriations Act, 2025 Legislature, Section 132, reverted and appropriated the unexpended balance of funds for use in the 2025-2026 fiscal year, and

WHEREAS, Chapter No. 2025-199, Section 55, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient seeks to receive funding to purchase a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances

contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2025-26 Drone Replacement Program

Project Start Date: 07/01/2025

Project End Date: 06/30/2026

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to purchase drones that meet the compliance requirements outlined in Rule 60GG-2.0075, Florida Administrative Code.

The Recipient must prepare a Drone Funding Request Form (**Appendix A**) to receive funding under the revised program guidelines in Chapter 2025-199, Section 55, Laws of Florida. This form includes information about the recipient agency and how many drones they anticipate purchasing. The Department will review the request and allocate funding based on the information provided. The Recipient will be awarded funds, not to exceed \$25,000 per compliant drone, approved by the Department on the Drone Funding Request Form (**Appendix A**).

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds, not to exceed \$25,000 for each compliant drone approved to purchase under this award.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Funding Request Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us; and
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.).

Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must

provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager

Name: Patricia Stark

Title: Government Analyst II

Phone: 850-617-1252

Email: PatriciaStark@fdle.state.fl.us

FDLE Alternate Contact

Name: Tennille Robinette

Title: Research & Planning Administrator

Phone: 850-617-1268

Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Bureau of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager:

(please print)

Name: Flamur Zenelovic

Title: Chief Of Police

Phone: 772-220-3909

Email: fzenelovic@stuartfl.gov

Chief Official

(please print)

Name: Campbell Rich

Title: Mayor

Phone: 772-288-5312

Email: crich@stuartfl.gov

Financial Contact:

(please print)

Name: Louis Boglioli

Title: Financial Services Director

Phone: 772-288-5324

Email: lboglioli@stuartfl.gov

Alternate Point-of- Contact

(please print)

Name: Dan Duran

Title: Sergeant

Phone: 772-220-3907

Email: dmduran@ci.stuart.fl.us

Recipient's Vendor ID (FEID/EIN): 59-6000433

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name: _____

Address 1: _____

Address 2: _____

City, State, Zip: _____

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeouts, whiteout, etc. are not permitted.

Florida Department of Law Enforcement Bureau of Criminal Justice Grants

Signature: _____ Date: _____

Printed Name and Title: _____ Cody Menacof, Bureau Chief

Recipient City of Stuart

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: _____

Printed Name and Title: _____ Campbell Rich, Mayor

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A – Drone Funding Request Form

Recipient: City of Stuart County: Martin 

1. Recipient Type (select all that apply):

- ☐ New Recipient (no funds received under this program)
☐ Located in a [fiscally constrained county](#)
☒ None of the above

2. How many drone pilots do you currently have on staff? 4

3. How many additional pilots are you seeking to train/certify? 4

4. How many compliant drones do you currently have in your fleet? 1

5. How many additional drones are you seeking with these funds? 2

Based on your request, you are seeking an award amount of \$ 50,000.00
(max reimbursement of \$25,000 per drone)

Provide any additional information we should consider when reviewing this request.

The Stuart Police Department currently operates with one compliant drone, which restricts our ability to provide consistent coverage and redundancy. By adding two additional drones, we will be able to assign assets to both day and night shifts while maintaining an investigative drone available for specialized needs. This expansion will ensure uninterrupted support for parades, large events, crash reconstructions, and Special Response Team operations. For example, during a recent rally, our drone was essential in monitoring crowds safely, but having only one limited our flexibility. The additional drones will allow simultaneous operations, provide resiliency if one aircraft is unavailable, and add capabilities such as indoor flight for investigations and tactical deployments. This request aligns with Rule 60GG-2.0075 compliance requirements.

By signing below, I am submitting the request to receive funding in accordance with the revised Drone Replacement Program guidelines cited above.

Signature: _____ Date: _____

Name/Title: _____

****** FDLE BUREAU OF CRIMINAL JUSTICE GRANTS ONLY ******

The Recipient may purchase _____ drones and receive reimbursement of up to \$25,000 each, not to exceed the award amount of: _____

Authorized Official

Date

Appendix B – FY2025-26 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of \$1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Bureau of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non-disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Bureau of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S. as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

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

Meeting Date: 10/13/2025

Prepared by: Mechelle Arbuzow

Title of Item:

THE SPICE AND TEA EXCHANGE REQUESTING A MAJOR URBAN CODE CONDITIONAL USE LOCATED AT 39 SW OSCEOLA STREET (RC):

RESOLUTION No. 98-2025, A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO APPROVE A MAJOR URBAN CODE CONDITIONAL USE EXCEPTION TO GLENN AND KIMBERLY GORDON WITH GORDON ENTERPRISES STUART, LLC ALSO KNOWN AS THE SPICE AND TEA EXCHANGE, TENANT AT 39 SW OSCEOLA STREET; TO ALLOW A FORMULA BUSINESS TO BE LOCATED WITHIN THE FORMULA BUSINESS AREA AND TO WAIVE THE REQUIRED 300 FOOT SEPARATION BETWEEN FORMULA BUSINESS ESTABLISHMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Glenn and Kimberly Gordon, owners of The Spice & Tea Exchange of Stuart, are seeking approval for a Major Urban Code Conditional Use to operate a formula-based business within the Old Downtown Historic District, located at 37 SW Osceola Street. This request is submitted in accordance with Section 2.06.12 of the City of Stuart Land Development Code. The proposed location was previously occupied by Gumbo Limbo Coastal Kidz. In addition, the applicants are requesting a waiver from the required 300-foot separation between formula business establishments Kilwins and Duffy's Sports Grill.

Funding Source:

N/A

Recommended Action:

Staff respectfully requests that the Community Redevelopment Board forward a recommendation of approval to the City Commission via Resolution 98-2025.

ATTACHMENTS:

1. R98-2025 The Spice and Tea Exchange
2. Staff Report - The Spice and Tea Exchange
3. Application
4. Public Notice
5. The Spice and Tea Exchange Brochure



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

RESOLUTION NUMBER 98-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO APPROVE A MAJOR URBAN CODE CONDITIONAL USE EXCEPTION TO GLENN AND KIMBERLY GORDON WITH GORDON ENTERPRISES STUART, LLC, TENANT AT 39 SW OSCEOLA STREET; TO ALLOW A FORMULA BUSINESS BY THE NAME OF THE SPICE AND TEA EXCHANGE, TO BE LOCATED IN THE FORMULA BUSINESS AREA AND TO WAIVE THE REQUIRED 300 FOOT SEPARATION BETWEEN FORMULA BUSINESS ESTABLISHMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*** * * * ***

WHEREAS, the City Commission of Stuart, Florida, has adopted and administers Section 2.06.12 – Formula Businesses of the City of Stuart Land Development Code; and

WHEREAS, a review of an application to locate a formula business within the formula business area as described in Section 2.06.12 – Formula Businesses of the City of Stuart Land Development Code shall follow the procedures set forth in Section 3.01.06 of the Land Development Code for a major Urban Code conditional use; and

WHEREAS, the Applicant, Glenn and Kimberly Gordon with Gordon Enterprises Stuart, LLC also known as The Spice and Tea Exchange, is requesting a Major Urban Code

Conditional Use to locate a formula business within the formula business area of the City of Stuart; and

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

WHEREAS, the conditional use exception shall be for the original Applicant only and shall not run with the land or be conveyed or transferred to any other applicant or business; and

WHEREAS, the City's Community Redevelopment Board ("CRB") held a properly noticed hearing at a regularly scheduled CRB meeting to consider the request of the Applicant to approve the Major Urban Code Conditional Use exception; and

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

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

SECTION 1: The above recitals are hereby incorporated as if fully set forth herein.

SECTION 2: The City Commission hereby approves a Major Urban Code Conditional Use to Glenn and Kimberly Gordon with Gordon Enterprises Stuart, LLC, also known as The Spice and Tea Exchange, as lessee of certain real property located at 39 SW Osceola Street, Stuart, Florida, within the formula business area as described in Section 2.06.12 – Formula Businesses of the City of Stuart Land Development Code. In addition, the City Commission waives the required 300 foot separation between formula business establishments.

SECTION 3: A legal description of the Property is set forth in **"Exhibit A"** attached hereto and made a part hereof by reference. The location of the subject property on a map is set forth in

“**Exhibit B**” attached hereto and made a part hereof by reference. Conditions of Approval is set forth in “**Exhibit C**” attached hereto and made a part hereof by reference.

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

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2025.

ATTEST:

MARY R. KINDEL
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE BAGGETT, ESQ.
CITY ATTORNEY

Exhibit "A": Legal Description

FEROE LOTS 14 15 & 16 (LESS E 1.44 OF LOT 14) & THE SLY 20 FT OF LOT 17

PARCEL I.D. NUMBER: 05-38-41-004-000-00140-0

PROPERTY ADDRESS: 39 S.W. Osceola Street, Stuart FL. 34994

Exhibit "B": Location Map



Exhibit "C": Conditions of Approval

1. The proposed formula business will not alter the identity of the urban district in a way which detracts from its uniqueness or contributes to a nationwide trend of standardized downtown offerings.
2. The proposed formula business will contribute to a diverse and appropriate blend of businesses in the urban district.
3. The proposed formula business will complement those businesses already in the urban district and help promote and foster the local economic base as a whole.
4. The proposed formula business will be compatible with existing surrounding uses.
5. The proposed formula business has been designed and will be operated in a non-obtrusive manner to preserve the community's character and ambiance and the proposed intensity of uses on the site is appropriate given the uses permitted on the site and on adjoining sites. Sales representatives will not directly solicit pedestrians walking by the stores.
6. The size of the business shall not exceed 1500 square feet of gross floor area. The approved space is approximately 1,318 square feet; future expansion is not authorized.
7. The street frontage of the business shall not exceed 35 feet in width; the approved frontage is 24 feet in width.
8. Corporate advertising shall not be used, which is visible from the exterior of the premises. Any types of additional outdoor signage are not allowed.
9. Exterior façade colors shall comply with the requirements of the urban code.
10. Corporate structural elements and signage will be designed to be in harmony with architectural features and elements of the building as approved by the City Development Director.
11. Signage colors shall be muted to minimized visual intrusion as approved by the City of Stuart Development Director.
12. No drive-thru windows shall be used.



To: Community Redevelopment Board (CRB)
Through: Jodi Kugler, Development Director
From: Mechelle Arbuzow, Planner I
Date: September 15, 2025
Subject: The Spice & Tea Exchange – *Major Urban Code Conditional Use (Project ID: MJCU-25-1)*

GENERAL INFORMATION:

**Property Owner:
& Applicant** Downtown Stuart Retail LLC
Glenn and Kimberly Gordon
16130 San Donato Place
Bradenton, FL 34211

**Representing
Agent of Record:** Downton Stuart Retail, LLC
Glenn and Kimberly Gordon

Location: 39 S.W. Osceola Street, Stuart FL 34994

Parcel I.D.: 05-38-41-004-000-00140-0

Existing Zoning: Urban Center (UC)

Existing Land Use: Downtown

Parcel Size: 0.39-acre

Existing Use: Retail

Proposed Use: Retail
Overlay District: Urban Overlay Subdistrict
Old Downtown Historic District
Formula Business
Community Redevelopment Area (CRA)

A. Application Summary

Glenn and Kimberly Gordon, owners of The Spice & Tea Exchange of Stuart, are seeking approval for a Major Urban Code Conditional Use to operate a formula-based business within the Old Downtown Historic District, located at 37 SW Osceola Street. This request is submitted in accordance with Section 2.06.12 of the City of Stuart Land Development Code. The proposed location was previously occupied by

Gumbo Limbo Coastal Kidz. In addition, the applicants are requesting a waiver from the required 300-foot separation between formula business establishments Kilwins and Duffy's Sports Grill.

B. Formula Business

A formula business is defined in Chapter 12 of the City of Stuart's Land Development Code, as a retail business establishment, including restaurant, which is one of not less than six or more similar establishments located elsewhere which as a group satisfy two or more of the following criteria:

1. They have the same or a similar name, trade name, trademark or logo;

The Spice & Tea Exchange shares the same name and logo with stores in Mount Dora, Fisherman's Village, Delray, Palm Beach Gardens and Sarasota Florida.

2. They maintain a standardized menu, food ingredients or food preparation;

The Spice and Tea Exchange maintain a standardized menu, ingredients and preparation.

3. They maintain a standardized array of merchandise;

The merchandise are mostly the same.

4. They have the same or similar building appearance;

The stores themselves are different in that a business utilizes existing property.

5. They benefit from common advertising of the group of businesses as opposed to a single business;

Yes, The Spice & Tea Exchange benefits from group advertising rather than relying solely on individual store promotions.

6. They utilize common or similar signage; and

Yes, The Spice & Tea Exchange utilizes common and standardized signate across its franchise locations.

7. If the group is comprised of restaurants:

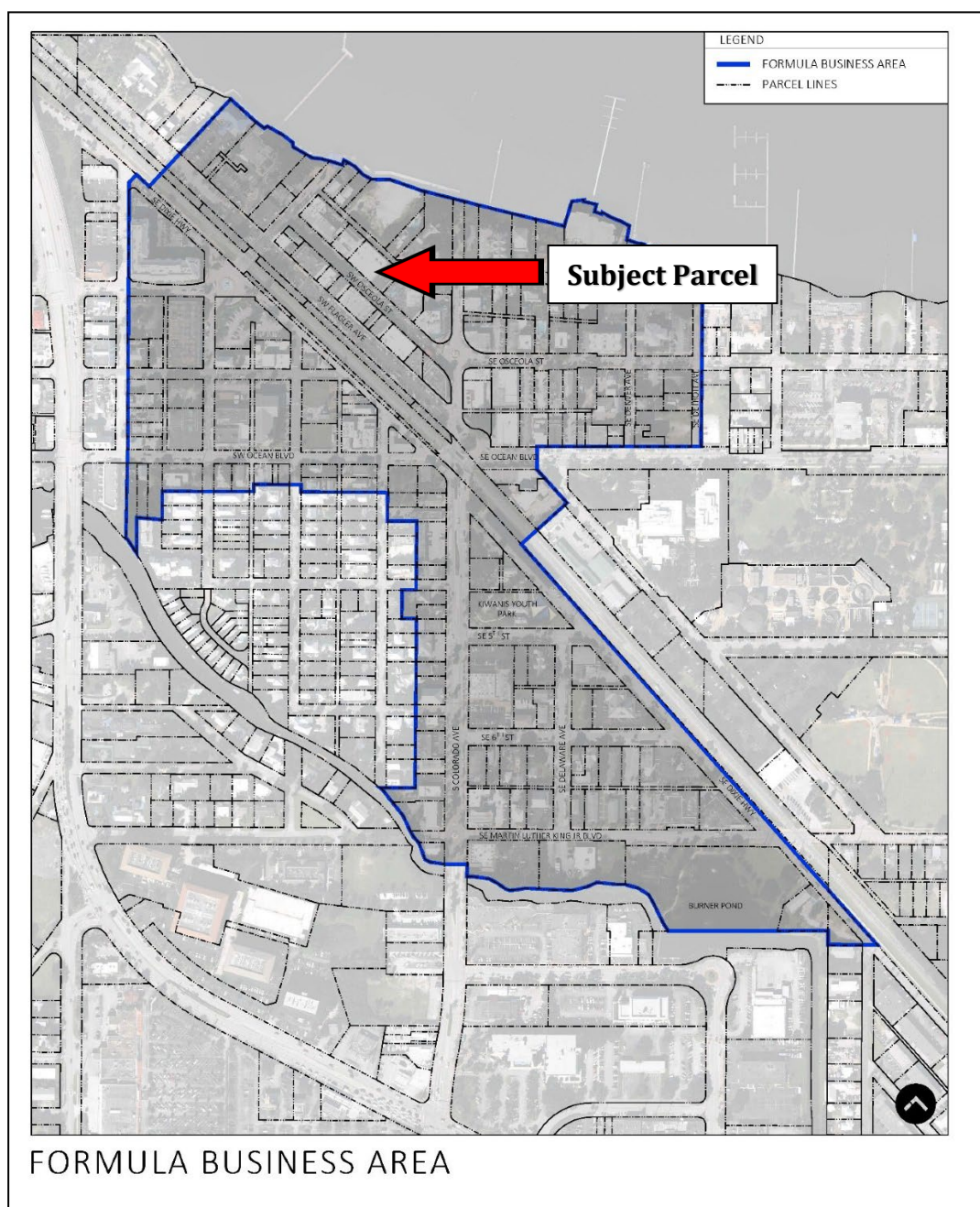
- a. They provide for the sale of food or beverages to the customer in a ready-to-consume state, or
- b. The design of the building or the principal method of operation is that of a fast-food or drive-in restaurant offering quick food service, or
- c. Food where orders are generally not taken at the customer's table, or

- d. Food is generally served in disposable wrapping or containers, or
- e. Where food and beverages may be served directly to the customer ***in a motor vehicle.***

Not applicable as this proposal does not include any restaurant facility.

(Ord. No. 2010-05, § 5, 2-14-05)

LOCATION MAP

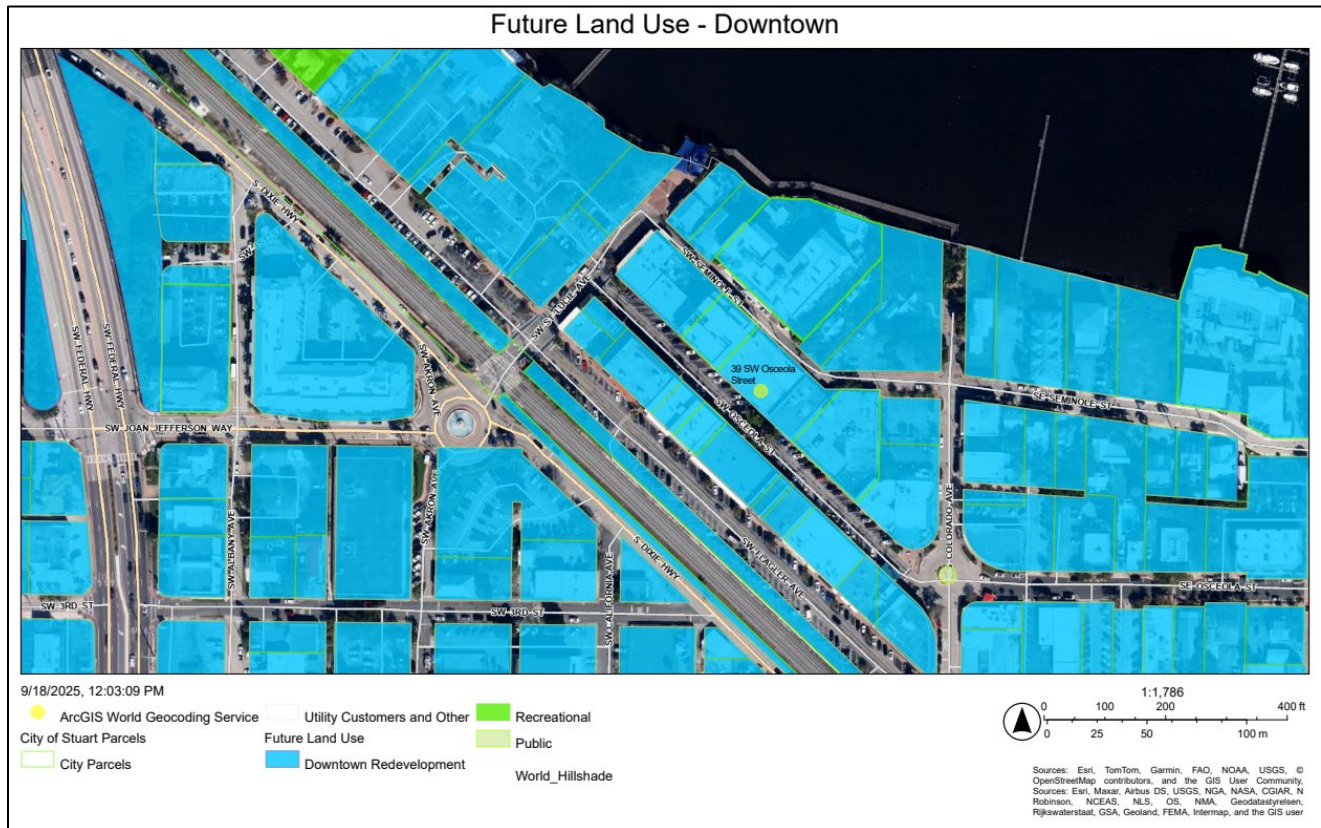


C. Adjacent Land Use & Zoning

Location		Zoning District	Future Land Use	Existing Land Use
Subject Property		Urban Center (UC)	Downtown	Retail
Adjacent Parcels	North	Urban Center (UC)	Downtown	Residential Condominiums
	South	Urban Center (UC)	Downtown	Retail & Restaurant, Convenience
	East	Urban PUD Urban Waterfront	Downtown	Residential Condominiums Retail Single Family House
	West	Urban Center (UC)	Downtown	Retail & Restaurant

D. Maps





E. City Departmental Reviews

Utilities and Engineering	Approved
Fire Department	Approved
Building Department	Approved
Community Redevelopment Agency	Approved

F. Standards for Formula Businesses Review

The merits of the exception are to be evaluated based upon the “Formula Business” criteria reflected in Section 2.06.12.(C.) of the City’s Land Development Code. In addition, the application is to be processed as per the provisions in Section 3.01.06. Urban Code Conditional Use Requirements.

C. The following specific standards shall apply to formula businesses in the Urban Center, Urban Neighborhood, Urban General and the Urban Waterfront sub-districts of the Urban District.

- (1) The proposed formula business will not alter the identity of the urban district in a way which detracts from its uniqueness or contributes to a nationwide trend of standardized downtown offerings.

Staff Analysis – *The goods to be sold include loose-leaf teas, custom spice blends, gourmet salts, naturally flavored sugars, and unique kitchen accessories. The store will focus on retail sales, education which includes tasting events of the products sold, and collaboration with neighboring businesses to increase foot traffic for the area.*

- (2) The proposed formula business will contribute to a diverse and appropriate blend of businesses in the urban district.

Staff Analysis – *The goods are considered complimentary to those sold in the downtown area at present.*

- (3) The proposed formula business will complement those businesses already in the urban district and help promote and foster the local economic base as a whole.

Staff Analysis – *The proposed business will add unique goods to the downtown area that are complementary to the existing businesses in the area.*

- (4) The proposed formula business will be compatible with existing surrounding uses.

Staff Analysis – *The downtown area has a good mix of retail and restaurant uses. The property on which the proposed use will be situated has been predominantly retail over the years. Retail use in the property will be added to the existing downtown activities by replacing a clothing retail store with unique goods and activity and providing continuity in the opportunities available for visitors to the City in their shopping and dining experiences.*

- (5) The proposed formula business has been designed and will be operated in a non-obtrusive manner to preserve the community's character and ambiance and the proposed intensity of uses on the site is appropriate given the uses permitted on the site and on adjoining sites.

Staff Analysis – *Retail use is listed as permitted for property zoned Urban Center. The proposed use as a small retail store occupying the same square footage and footprint as previous tenants, the types of goods to be sold, and extent of the business operation, will not detract from the character of Stuart's downtown area.*

- (6) The proposed formula business meets all of the following fixed criteria:

- a. The size of the business shall not exceed 1,500 square feet of gross floor area.

Staff Analysis – *The space is approximately 1,318 square feet.*

- b. The first floor street frontage of the business shall not exceed 35 feet in width.

Staff Analysis – *The street frontage is 24 feet in width.*

- c. Corporate advertising shall not be used which is visible from the exterior of the premises.

Staff Analysis – *Signage will consist of The Spice & Tea Exchange meeting the requirements of the City's Sign Code and permitting process.*

- d. Exterior facade colors shall comply with the requirements of the urban code.

Staff Analysis - The proposed exterior of the building will remain consistent with the existing building block.

- e. Corporate structural elements and signage will be designed to be in harmony with architectural features and elements of the building as approved by the city development director.

Staff Analysis - The signage for the existing location meets Section 6 of the Land Development Regulations. It is anticipated the signage for the new location will be the same.

- f. Signage colors shall be muted to minimize visual intrusion as approved by the city development director.

Staff Analysis - The signage for the existing location meets Section 6 of the Land Development Regulations. It is anticipated the signage for the new location will be the same.

- g. No drive thru windows shall be used.

Staff Analysis - Not applicable. No drive thru is to be proposed at the property.

D. Distance requirements. A formula business shall not be located within 300 feet of an existing formula business establishment.

Staff Analysis - There are two formula businesses within 300 feet of the proposed new location: Duffy's Sports Grill and Kilwins Chocolates. The applicant is requesting a waiver to the 300 foot distance requirement.

G. Staff Recommendation

Considering the application's substantial compliance with the criteria set forth in Section 2.06.12 of the City of Stuart's Land Development Code, staff recommends **APPROVAL** of the applicant's request to consider a **MAJOR URBAN CODE EXCEPTION** to allow for a formula business in the 'Formula Business Area' and a waiver from the 300 foot distance requirement between formula businesses.

Staff request that the Community Redevelopment Board recommend the application be forwarded to the City Commission for final action of **approval**.

C. Attachments

- Resolution 98-2025
- The Spice & Tea Exchange Brochure



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

Received by: _____
Reviewed by: _____

Urban Code Conditional Use Application

Project ID# _____
(Staff Entry)

Pre-App Conference Date:	June 19, 2025	Application Date:	July 3, 2025
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SITE INFORMATION

Project Name:	The Spice & Tea Exchange	Parcel ID#:	053841004000001400
Site Address:	37 SW Osceola St. Stuart, FL 34994		
Subdivision:	Urban Center	Lot(s):	14, 15 and 16
Site Acreage:	0.39	Flood Zone/Base Flood Elevation:	
Current Zoning District / CRA Subdistrict (if applicable):			
Current Comprehensive Plan Future Land Use Designation:			
Existing Land Use:	Downtown Retail	Proposed Land Use:	
Proposed Square Footage (if applicable):		Proposed Density (if applicable):	

PETITIONER INFORMATION

Property Owner:	Downtown Stuart Retail LLC - Paul Ducharme	Phone Number / Email Address:	max@omdcap.com
Property Owner's Mailing Address:	135 San Lorenzo Ave #850, Coral Gables, FL 33146		
Applicant (if not Owner):	Glenn & Kimberly Gordon - Gordon Enterprises, Stuart	Phone Number / Email Address:	727-460-3365 / 727-480-3575 - glennaordon7@am
Applicant's Mailing Address:	16130 San Donato Pl, Bradenton, FL 34211		
Agent/Contact Person:	Glenn Gordon / Kimberly Gordon	Phone Number / Email Address:	727-460-3365 / 727-480-3575 - glennaordon7@am
Agent's Mailing Address:			
Architect:		Engineer:	
Planner:		Landscape Architect:	

City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5335

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared _____

Who, being by me first duly sworn, on oath deposed and says:

1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting approval of a Urban Code Conditional or application in the City of Stuart, FL.
3. That he/she has appointed The Spice + Tea Exchange (Blinn + Kim Gordon) to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: Paul Max Ducharme - Downtown Street Retail, LLC

Signature of Owner: [Signature]

By: Manager Name/Title

Street Address #850 Coral Gables, FL

City, State, Zip Code 33146

P.O. Box 4843413261

City, State, Zip Code

Telephone Number

Fax Number

Email Address: max@cmdb.com

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this

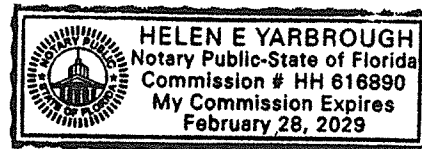
7TH day of JULY, 2025 By PAUL M. DUCHARME

Personally Known OR Produced Identification
Type of Identification Produced:

Helen E. Yarbrough
Notary Public

My Commission expires:

FEB 28, 2029



City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

Financial Responsibility Form

(Please Print or Type)

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

Name: Glenn Gordon
Title: Managing Member
Company: Gordon Enterprises Stuart, LLC
Company Address: 16130 San Donato Pl

City/State/Zip Code: Bradenton, FL 34211
Telephone Number: 727-460-3365
Facsimile Number:
Email Address (optional): glennngordon7@gmail.com

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

1. Signed this 3rd day of July, 2025.



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

City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5326 Fax: (772) 288-5388

Application Requirements

Fee:

- \$1,598.00 – Major Urban Code Conditional Use Permit (Community Redevelopment Board and City Commission Approval)
- \$532.00 – Minor Urban Code Conditional Use Permit (Community Redevelopment Board)

Amendment of Conditions attached to Major UCCU (City Commission)

(This does not include fees that may be charged as a result of application reviews by the City's consultants or any required recording fees)

- A Minor Urban Code Conditional Use Permit shall be required for relief from the following regulations of the urban code; paint colors; public art, and architectural materials.
- A Major Urban Code Conditional Use Permit shall be required for relief from the following regulations of the urban code; density, permitted uses, setbacks, location of parking, location of buildings and structures, conflicts with utilities, curb cuts, historic buildings, pitched roofs in the old downtown district, number of stories, building height not to exceed 45 feet, parking located within a building envelope, location of a formula business, and architectural requirements.

Submittal Requirements: A completed application form, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, the payment of fees, and pertinent information per application type as determined by the Development Director.

Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application for the Community Redevelopment Board (CRB) public hearing (if required) followed by a recommendation to the City Commission.

Justification: Please provide justification supporting the request for an Urban Code Conditional Use Permit (include additional pages if needed).

(over)

City of Stuart Development Department, 121 SW Flagler Ave. Stuart, FL 34994 Phone: (772) 288-5328 Fax: (772) 288-5388

Notice to Surrounding Property Owners

<u>Public Hearing(s):</u>	Community Redevelopment Board (CRB) City Commission
<u>Petitioners:</u>	Downtown Stuart Retail LLC, and Glenn and Kimberly Gordon
<u>Parcel I.D. No.:</u>	05-38-41-004-000-00140-0
<u>Property Address:</u>	39 SE Osceola Street, Stuart, Florida 34994
<u>Petition:</u>	Major Urban Code Conditional Use (Project # MJCU-25-1)
<u>Proposed Request:</u>	The applicant is requesting a Major Urban Code Conditional Use approval to allow the operation of a franchise business within 300 feet of an existing franchise business located within the Old Downtown District, in accordance with Section 2.06.12 of the Land Development Code.

Dear Property Owner:

Please be advised that the City of Stuart will conduct public hearings before the **Community Redevelopment Board (CRB) on Tuesday, October 7, 2025, beginning at 4:00 P.M.**, and before the **City Commission on Monday, October 13, 2025, beginning at 5:30 P.M.**, to consider the above-referenced Major Urban Code Conditional Use petition.

The public hearing will take place in the City Hall Commission Chambers, located at 121 S. W. Flagler Avenue in Stuart.

All interested parties and citizens may appear in person and be heard as to any and all matters pertinent to the request. A copy of the application submittal is available for review at the City Development Department office located at 121 S.W. Flagler Avenue in Stuart, FL 34994.

If you have any questions regarding this notice, please contact the Development Planner, Mechelle Arbuzow, at (772) 600-1255 or by email at marbuzow@stuartfl.gov.

Location Map



NOTICE OF PUBLIC HEARING

**Major Urban Code Conditional Use for a Formula Business
(Project #MJCU-25-1)**

Location: 39 S.W. Osceola Street

The applicant is requesting a Major Urban Code Conditional Use approval to allow the operation of a franchise business within 300 feet of an existing franchise business located within the Old Downtown District, in accordance with section 2.06.12 of the Land Development Code.

COMMUNITY REDEVELOPMENT BOARD

OCTOBER 7th 2025 at 4:00P.M.

CITY COMMISSION

OCTOBER 13th 2025 at 5:30P.M.

**STUART CITY HALL - 121 SW FLAGLER AVE 772-288-5326 - 8:30AM-4:00 PM
VISIT WWW.CITYOFSTUART.US FOR MORE INFORMATION**

2025.09.19 09:50

City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994
Ph. 772-288-5300
Fax 772-288-5388

AFFIDAVIT ATTESTING TO NOTIFICATION

Glenn Gordon

Kimberly Gordon

, being first duly sworn, depose(s) and say(s):

That (I am / we are) the owner(s) or petitioner(s) of the following described property which constitutes the location for which notification is required:

Parcel I.D.: 05-38-41-004-000-00140-0
39 SE Osceola Street, Stuart, FL, 34994
Major Urban Code Conditional Use (Project # MJCU-25-1)

A copy of the notice was sent by regular U.S. Mail on 9-20-, 2025 to all owners of real property located within 300 feet of the subject property; and

A list of the property owners and their addresses is on file with the City of Stuart; and

A photograph showing the placement of the notification sign be made a part of this Affidavit; and

Notice was sent and the parcel was posted 15+ days prior to the scheduled public hearing(s) for this item.

[Signature]
SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

Kimberly Gordon
SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

STATE OF ^{Virginia}~~FLORIDA~~, COUNTY OF Chesterfield

Sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 20 day of Sept, 2025 By

Produced Identification

Personally Known OR Produced Identification

ID

Type of Identification Produced:

Notary Public, State of VA
(Notary Seal)

My Commission expires: 07/31/29

Cory Kent Daniel
Commonwealth of Virginia
Notary Public
Commission: 00375825
My Commission Expires: 07/31/2029

**THE SPICE & TEA
EXCHANGE®**

Spicing up Our Community

"Creating & Sharing the Experience of a More Flavorful Life™"

WHO WE ARE

Born from Passion, Grown Through Purpose

Founded in 2008 by Amy Freeman and Penny Rehling, The Spice & Tea Exchange grew from a shared passion for family, food, and community.

More than a retail brand, we are a sensory destination that invites curiosity and fosters genuine connection.

We are a welcoming haven for culinary explorers, tea lovers, and curious minds. Our mission is simple: creating and sharing the experience of a more flavorful life by connecting people with exceptional ingredients and adding a sprinkle of adventure to everyday moments.



MEET THE OWNERS



Glenn Gordon & Kimberly Gordon

We have proudly owned and operated multiple *The Spice & Tea Exchange* locations in many local communities here in our home state of Florida. Under our ownership, we operate stores in Mount Dora, Fisherman's Village and Sarasota, FL, as well as work alongside fellow owners in neighboring towns such as Delray and Palm Beach Gardens. Over the past 12 years, our passion for the brand has grown, leading us to open thriving stores in places like Stuart, Florida.

Stuart holds a special place in our hearts. Its vibrant, hometown atmosphere creates the perfect setting for community connection, attracting both loyal locals and curious visitors. We enjoy engaging with the community through events such as cooking classes, tea workshops, and other interactive experiences. We also run a collaborative wholesale program, partnering with local restaurants and businesses to deliver the freshest, highest-quality products available.

Several years ago, a *The Spice & Tea Exchange* store thrived in downtown Stuart before closing due to personal circumstances beyond the previous owner's control. Since then, we've kept a close eye on the area, waiting for the perfect location to continue that legacy. After 5–6 years of searching, we believe the time is right to bring our unique blend of flavors, aromas, and experiences back to Stuart.

We look forward to not only serving this wonderful community but also enriching it—offering a gathering place for locals, a must-visit destination for tourists, and a source of pride for the area.

OUR EXPERIENCE

Proven Model, Rooted in Community

For over 15 years, The Spice & Tea Exchange has grown by fostering strong relationships with guests and communities.

Each store is locally owned and operated, reflecting the unique personality and needs of its neighborhood.

Our success comes from delivering quality products, heartfelt hospitality, and creating spaces where neighbors gather, connect, and explore together.



RETAIL OVERVIEW

A Boutique Built to Belong

Our stores are intimate, thoughtfully designed spaces that invite exploration through sight, smell, and taste.

Guests interact with over 125 exclusive products, including artisan spices, signature teas, infused honeys, and candles—all curated for freshness and quality.



SIGNATURE STAPLES, CURATED WITH CARE



100+ SPICES



80+ TEAS



KITCHEN & TEA ACCESSORIES



OLIVE OILS & VINEGARS



30+ SALTS



30+ SWEETENERS



ARTISAN CANDLES



BUNDLES & GIFTS



130+ BLENDS



GRAINS & PASTA



ARTISAN HONEYS



HOT & ICED TEA TO GO

CREATE & SHARE

An Experience Guests Remember

From hands-on blending demonstrations and tea tastings to seasonal launches, gifting workshops, and curated recipe kits, we bring flavor and creativity to life.

Our “Creating & Sharing” philosophy encourages guests, team members, and owners alike to explore, experiment, and personalize their culinary journeys.



GUEST PROFILE

Curious, Connected, and Diverse

Our guests include locals, tourists, culinary hobbyists, and wellness seekers who value quality, creativity, and authentic experiences.

Returning often for unique flavors, thoughtful gifts, and meaningful community connections, they become part of our story.



COMMUNITY INVOLVEMENT/IMPACT

Community Involvement

We actively engage in our communities by hosting events, supporting local causes, and partnering with chefs, educators, and nonprofits.

From charity events to farmers market pop-ups, we show up and give back where it matters most.



STORE PHOTOS



STORE PHOTOS



**THE SPICE & TEA
EXCHANGE[®]**



Thank you!

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

Meeting Date: 10/13/2025

Prepared by: Michael Mortell

Title of Item:

LEASE AMENDMENT WELLS FARGO - FLORIDA CANCER SPECIALISTS (RC):

RESOLUTION No. 104-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF AN AMENDMENT TO LEASE WITH TENANTS AT 301 SE OCEAN BLVD. TO ALLOW FOR THE TERMINATION OF LEASE IN THE YEAR 2028 AND TO ALLOW STAFF TO RELOCATE IN ACCORDANCE WITH PRIOR COMMISSION ACTION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

During the August 11, 2025, Commission Meeting, the City Commission approved the Bowman Lease, which was one of two leases the Commission had authorized staff to amend so the leases would end in 2028 and allow the City to relocate staff to the building. The Florida Cancer Specialists have executed the Fourth Amendment to its lease which will result in the lease ending on February 29, 2028. This is in the best interest of the City because it will allow the city to continue to receive rent proceeds until such time as everyone can move to the new location. The Wells Fargo Bank lease remains in full force and effect and has two options remaining. Staff will continue to attempt to negotiate with the bank, but the city could relocate to the new property even if the bank remains on site if the Commission authorizes the amendments to both leases. The Commission has already authorized,

Funding Source:

Not Applicable

Recommended Action:

Move approval of Resolution 104-2025 authorizing the fourth amendment to the Florida Cancer Specialist Lease

ATTACHMENTS:

1. R104-2025 Lease Amendments Wells Fargo - Florida Cancer Specialists
2. Fourth Amendment to Lease FCS



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

RESOLUTION 104-2525

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF AN AMENDMENT TO LEASE WITH TENANT AT 301 SE OCEAN BLVD. TO ALLOW FOR THE TERMINATION OF LEASE IN THE YEAR 2028 AND TO ALLOW STAFF TO RELOCATE IN ACCORDANCE WITH PRIOR COMMISSION ACTION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on January 22, 2019, the City Commission held a special workshop to address several issues including City owned property; and

WHEREAS, the City Commission determined that it was in the best interests of the citizens of the City of Stuart to purchase the property located at 301 SE Ocean Blvd., Stuart, FL to provide office space for the relocation of city staff for the purposes of redeveloping the City Hall property.

WHEREAS, the property was purchased in 2019 and the city staff has been relocating as office space becomes available. The remaining leases have options that the tenants can exercise which would prevent the complete relocation for several years. Therefore, the City Commission has determined that it is in the best interests of the City of Stuart to negotiate and amend the leases to generate enough space to allow the complete relocation of all employees at the current city hall location in 2028.

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

SECTION 1: The amendment to the lease agreement with tenant, Florida Cancer Specialists & Research Institute, LLC, which is attached as Exhibit "A" is hereby authorized. The City Commission further authorizes the City Manager to execute the Amendment to change the final date of the leases to the last day of February, 2028, subject to the review and approval of the City Attorney.

SECTION 2: This Resolution shall take effect upon its adoption.

RESOLUTION 104-2525
301 East Ocean Blvd. Leases

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of October, 2025.

ATTEST:

MARY R. KINDEL
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

FOURTH AMENDMENT TO LEASE

This Fourth Amendment to Lease (the “First Amendment”) dated the _____ day of _____, 2025 is by and between City of Stuart (“Landlord”) and Florida Cancer Specialists & Research Institute, LLC, a Florida limited liability company f/k/a Florida Cancer Specialists, P.L. (“Tenant”).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated November 9th, 2016 (the “Lease”) for premises consisting of approximately 4,429 square feet in that certain office/retail building showing on Exhibit “A” of the original Lease Agreement (“Building”) and an address of 301 SE Ocean Boulevard, Suite 102, Stuart, Florida 34994 (the “Premises”), as amended below;

WHEREAS, Landlord and Tenant amended the Original Lease pursuant to that First Amendment to Lease dated January 6, 2017 (the “First Amendment”) and that certain Second Amendment to Lease dated as of January 9, 2018 (the “Second Amendment”) and that certain Third Amendment to Lease dated May 15, 2018 (the “Third Amendment”; the Original Lease as amended by the First Amendment and the Second Amendment and the Third Amendment, shall be referred to herein as the “Lease”).

WHEREAS, pursuant to the Second Amendment, Landlord and Tenant agreed to expand the size of the Existing Space to include certain area within the Building more particularly described in the Second Amendment (the “Second Amendment Expansion Space”) on the terms set forth in the Second Amendment.

WHEREAS, pursuant to the Third Amendment, Landlord and Tenant agreed to further expand the Original and Existing Space to include certain area within the building more particularly described in the Third Amendment (The “Third Amendment Expansion Space”) on the terms set forth in the Third Amendment.

WHEREAS, Landlord and Tenant now mutually intend and desire to amend the Lease on and subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of these Premises and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. The foregoing Recitals are true and correct and form a part of the Lease.
2. All initially capitalized terms not defined herein shall have the meanings assigned to such terms in the Lease.
3. Tenant and Landlord desire to extend the Lease Agreement through February 29th 2028 (the “Extension Period”). There shall be no further Options to Renew remaining on the Lease Agreement. The Base Rent during the Extension Period shall be as follows:

Period	Per Square Foot	Annual Base Rent	Monthly Base Rent
8/1/2025 - 2/28/2026 – 6 months	\$ 23.00	\$ N/A	\$ 14,610.75
3/1/2026 - 2/28/2027	\$ 25.13	\$ 180,588.87	\$ 15,049.07
3/1/2027 - 2/29/2028	\$ 25.89	\$ 186,006.54	\$ 15,500.54

4. Tenant shall have the right to terminate the Lease Agreement at any time after January 1st, 2027 with no less than sixty (60) days' written notice to the Landlord. All rents due during this time period shall be remitted as per the then current rental schedule.

ALL other terms and conditions as stated in the Lease Agreement shall remain in full force and effect.

IN WITNESS HEREOF, Landlord and Tenant have executed this Lease, or have caused the same to be executed as of the day and year first above written.

Signed, sealed and delivered

In the presence of:

TENANT:

FLORIDA CANCER SPECIALISTS & RESEARCH
INSTITUTE, LLC, a Florida
limited liability company



By: _____

Print Name: Dr. Lucio Gordan

Title: President & Managing Physician

LANDLORD:

CITY OF STUART

By: _____

Print Name: Michael Mortell

Its: City Manager

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

Meeting Date: 10/13/2025

Prepared by: Lee Baggett

Title of Item:

DISCUSSION AND DELIBERATION OF CITY MANAGER'S EMPLOYMENT CONTRACT

Summary Explanation/Background Information on Agenda Request:

At the September 22, 2025, City Commission Meeting, there was a consensus of the Board to bring forth the City Manager's Contract to be discussed at the next Commission Meeting. In the opening paragraph of the Contract, Sections 3.04 and 3.05 of the City Charter are referenced to identify the City Manager's job duties and responsibilities.

Funding Source:

N/A

Recommended Action:

City Commission to discuss and deliberate.

ATTACHMENTS:

1. Mortell, Michael City Manager Contract 2023
2. ARTICLE_III.____ADMINISTRATION (1)



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

RESOLUTION NUMBER 54-2023

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA, A RESOLUTION
OF THE CITY COMMISSION OF THE CITY OF
STUART, FLORIDA CONFIRMING THE
APPOINTMENT OF MICHAEL J. MORTELL AS
CITY MANAGER AND AUTHORIZING AN
EMPLOYMENT CONTRACT WITH THE CITY
MANAGER; AND PROVIDING FOR AN EFFECTIVE
DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, on or about March 28, 2023, the City Commission appointed Michael J. Mortell as Interim City Manager to fill a vacancy in the position; and

WHEREAS, the City Commission agreed that it would revisit the position in three months' time to see if the Interim City Manager was interested in becoming the City Manager, and thereafter at its meeting of July 24, 2023, the City Commission did agree that it would be pleased to appoint Mr. Mortell as City Manager; and

WHEREAS, the City Commission wishes to confirm the appointment of Michael J. Mortell as the City Manager, and to approve and adopt a contract with Mr. Mortell for his continued employment.

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

Resolution No. 54-2023

Confirming the Appointment of Michael J. Mortell as City Manager and Authorizing an Employment Contract with the City Manager

SECTION 1: The precatory language recited above is confirmed and adopted herein as if set forth below.

SECTION 2: The City Commission hereby appoints Michael J. Mortell as City Manager for an indefinite period, subject to that certain Employment Contract approved and authorized by the City Commission, and attached hereto and made a part hereof.

SECTION 3: This resolution shall take effect immediately upon adoption.

Commissioner CLARKE offered the foregoing resolution and moved its adoption.

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

TROY MCDONALD, MAYOR
BECKY BRUNER, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 24th day of July, 2023.

ATTEST:


MARY R. KINDEL
CITY CLERK


TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


PAUL J. NICOLETTI
INTERIM CITY ATTORNEY



CITY OF STUART, FLORIDA
CITY MANAGER EMPLOYMENT CONTRACT

IN CONSIDERATION of the mutual agreements and promises herein, the CITY OF STUART, Florida, a municipal corporation ("City"), employs MICHAEL J. MORTELL, 713 SE Riverside Drive, Stuart, FL 34994 ("Mortell") as City Manager on an "at will" basis for an indefinite period, beginning on June 24, 2023, and terminating as provided herein. As City Manager, Mortell shall use his best efforts to represent the City, and he shall be responsible directly to the City Commission as provided in Sections 3.04 and 3.05 of the City Charter, and he shall work with the City staff, as required by the City Commission, and in accordance with applicable laws and ordinances.

1. The agreement shall serve as the employment contract between the City of Stuart and Mortell who will serve at will as its City Manager. Mortell shall serve as City Manager, under the terms established herein, to perform the duties and functions specified in the City's Charter and the City Code of Ordinances and to perform such other legally permissible and proper duties and functions as the City Commission shall assign.
2. The city's employment of Mortell shall be effective upon the approval of this agreement and continue there after pursuant to the terms of this agreement. For the performance of services pursuant to the agreement, the City agrees to pay the City Manager an annual base salary of \$225,000.00, payable in installments at the same time as other City employees are paid for the performance of services pursuant to this agreement. The City Manager shall be entitled to an increase in salary based upon the cost of living and merit adjustments approved in the budget at the same level as provided to other City Employees each year. Absent affirmative action to the contrary, the City Manager shall be deemed to have met the performance criteria necessary to meet the merit requirements.
3. The City Manager shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge, and skills necessary to faithfully perform his duties under this Agreement. The City Manager may, however, engage in educational and professional activities and other employment activities provided that such activities shall not interfere with his primary obligation to the City as its City Manager and that he shall notify the City's Human Resources Department if any employment activities outside the scope of City Manager.
4. In addition to any other pension or retirement benefits provided by the City, on or just after each January 1st, during the period of employment, the City shall pay into a qualified deferred income retirement account selected by Mortell, an amount equal to ten percent (10%) of Mortell's total annual salary. Said funds shall be accessible to Mortell under the same federal rules and guidelines as for any other qualified retirement account.
5. The City Commission may terminate Mortell's employment with or without cause at any time. Should Mortell be terminated by the City for any reason other than "with cause",

**City of Stuart, Florida
(Mortell) City Manager Employment Contract**

his employment shall terminate when directed by the City Commission, and for longest period permitted by law thereafter, his current salary shall be paid to Mortell as severance pay. As used herein, "with cause" shall mean any cause for which a City Commissioner may be recalled by the electorate pursuant to Sec. 100.361, Florida Statutes. In addition, Mortell may voluntarily terminate (resign or retire) his employment with the City at any time, upon 45 days written notice, but he shall not be entitled to any severance pay.

6. The City shall be responsible for the direct payment of Mortell's dues to the International City Management Association, the Florida City-County Management Association, and any other professional organization approved in the City's annual budget. The City also recognizes that Mortell is a member of The Florida Bar, the City will continue to pay his state and local bar dues, and certification fees.
7. Except as otherwise provided herein, the City shall provide Mortell with the same employment benefits as are provided to City Department Directors including but not limited to cellular telephone and tablet stipends and such other benefits and privileges as may change from time to time. Such employment benefits shall include, but shall not be limited to health insurance, leaves, travel expenses, and the like, all as provided in the City's Personnel Policies. Each fiscal year the City shall provide Mortell with 240 hours of Paid Time Off (PTO) which is equivalent to the maximum PTO provided to long term employees hired after 2010, using the accrual method afforded to other fulltime City employees.
8. This Contract is for personal services, and it may not be subcontracted, or assigned or transferred by Mortell, except that Mortell shall be free to appoint an acting city manager in his absence.
9. During the period of employment, Mortell shall continue to receive five hundred (\$500.00) dollar per month automobile allowance, payable by the City on or around the first payroll of each month, which shall be provided to Mortell in accordance with current IRS Regulations. Mortell agrees to utilize his personally owned vehicle (POV) in the performance of City Manager duties within the local area. City agrees to reimburse Mortell at the standard IRS mileage rate for any official use of his POV outside the local area. The local area is defined as anywhere within a fifty-mile radius of the City Hall. In the event of a declared emergency, or in lieu of the IRS rate for mileage as described above, Mortell may utilize a City owned vehicle in the performance of his duties.
10. This Contract shall become effective on the date first written above, subject to its approval by the City Commission, execution by the parties, and Mortell taking an appropriate oath of office.

**City of Stuart, Florida
(Mortell) City Manager Employment Contract**

IN WITNESS WHEREOF, the City and Mortell have executed this contract by their duly authorized representatives on the day and year first written above.

CITY MANAGER


MICHAEL J. MORTELL

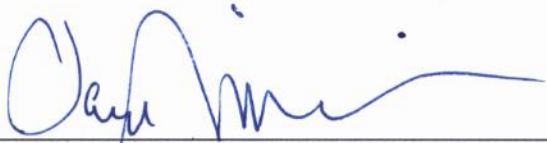
ATTEST:


MARY KINDEL, CITY CLERK

CITY OF STUART, FLORIDA


TROY McDONALD, MAYOR

Approved as to Form and Sufficiency:


PAUL J. NICOLETTI, INTERIM CITY ATTORNEY



ARTICLE III. ADMINISTRATION

Sec. 3.01. Designation of Charter officers.

The city manager and city attorney are designated charter officers.

Sec. 3.02. Appointment of Charter officers.

The charter officers shall be appointed by the commission and shall serve at the pleasure of the commission.

Sec. 3.03. Charter officers' authority.

The charter officers provided for in this article shall be vested with authority to administer the assigned duties of their offices.

Sec. 3.04. City manager.

The commission shall appoint a city manager who shall be the administrative head of the municipal government. The city manager shall be responsible for the efficient administration of all the departments except for those under the control of the other charter officer. The city manager shall be appointed on the basis of merit and fitness alone and without regard to political beliefs.

Sec. 3.05. City manager's general powers and duties.

The city manager shall:

- (a) See that the laws and ordinances are enforced;
- (b) Propose ordinances to designate the job titles of subordinates that are to be considered directors of departments;
- (c) Appoint and, except as otherwise provided in this charter, remove any director of any department at will;
- (d) Be authorized to remove all nonprobationary subordinate officers and employees, union and nonunion, in the departments, for cause, obsolescence of position, or to satisfy budgetary restrictions;
- (e) Be authorized to deal with subordinate officers and employees, both union and nonunion, and to negotiate collective bargaining agreements to be approved by the commission;
- (f) Administer all departments and divisions created by the commission except as otherwise provided in this charter;
- (g) Attend all meetings of the commission, except as excused, with the right to take part in the discussion, but having no vote;
- (h) Recommend to the commission all measures necessary and expedient for the proper governance and management of the city;
- (i) Keep the commission fully advised as to the management, governance and needs of the city;
- (j) Be the purchasing agent for the city subject to policies promulgated by the commission;

-
- (k) Recommend an annual budget to the commission; and
 - (l) Perform all other duties prescribed by law or direction of the commission.

Sec. 3.06. City attorney.

The city attorney shall be admitted to the practice of law in the State of Florida, and shall be the legal advisor to and attorney for the city. The city attorney shall prosecute and defend all suits, complaints, and controversies for and on behalf of the city, unless otherwise directed by the commission, and shall review all contracts, bonds and other instruments in writing in which the city is to be a party, and shall endorse on each approval as to form and legality. The city attorney shall be appointed on merit and fitness alone and without regard to political beliefs.