



City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

NOVEMBER 24, 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

Interim City Manager, Louis J. Boglioli III

City Attorney, Lee J. Baggett

City Clerk, Mary R. Kindel

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

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

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

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

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

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

APPROVAL OF CONSENT CALENDAR

1. APPROVAL OF 11/10/2025 CCM MINUTES (RC)

END OF CONSENT CALENDAR

COMMISSION ACTION

2. RENEWAL AND AMENDMENT TO THE "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 THE RENEWAL AND EXECUTION OF AN AMENDMENT TO THE 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. .

3. F.I.N.D. WATERWAY ASSISTANCE PROGRAM GRANT FOR COURTESY DOCK (RC):

RESOLUTION No. 105-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART TO ACCEPT A FLORIDA INLAND NAVIGATION DISTRICT WATERWAY ASSISTANCE PROGRAM GRANT FOR A COURTESY DOCK AND WAVE ATTENUATOR; AUTHORIZING THE SUBMISSION OF ANY GRANT APPLICATION, IF NECESSARY, AND THE EXECUTION OF ANY GRANT AGREEMENT, IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

DISCUSSION AND DELIBERATION

ADJOURNMENT

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

grace, and strength of character. Civility is practiced in our City Hall.

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

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

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

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

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

Meeting Date: 11/24/2025

Prepared by: Nina Mullin

Title of Item:

APPROVAL OF 11/10/2025 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Minutes.

ATTACHMENTS:

1. 11/10/2025 CCM Minutes

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
NOVEMBER 10, 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

Interim City Manager, Louis J. Boglioli III
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel

ROLL CALL

4:02 PM

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

INVOCATION

Edward Skiba, Stuart Police Department Chaplain, gave the Invocation.

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - ZOE MCKNIGHT, DANCE PERFORMANCE

Zoe McKnight performed a dance.

PROCLAMATION

2. HOSPICE & PALLIATIVE CARE MONTH - NOVEMBER

Dr. John Crouch, Vice President of Medical Services at Treasure Coast Hospice, received the Proclamation.

PRESENTATIONS

3. SERVICE AWARDS - NOVEMBER 2025

H. Bobby Kindel	Utilities & Engineering	35 years	Not Present
Donald Lesko	Fire Rescue	30 years	Not Present
Pinal Gandhi Savdas	CRA	10 years	Present
James Allen	U&E	10 years	James Allen passed away unexpectedly on 10/25/2025.
Emily Coyne	Police	5 years	Not Present

Peter Kunen, U&E Director, honored James Allen, the Water Reclamation Facility Chief Plant Operator, with a speech about his dedication, professionalism, mentorship and friendship to many. He took great pride in protecting one of our most valuable resources. His hard work, high standards, and lasting impact will be deeply missed.

COMMENTS BY CITY COMMISSIONERS

Commissioner Reed

- Apologized to City Clerk for a statement made at the last Commission Meeting regarding public records requests.
- Commented on Mr. Leonard's property and inquired about the best way to move forward in such events.

Commissioner Giobbi

- Thanked all for being present and expressed how important it is to be involved in your community.
- Thanked Mr. Boglioli for taking on the role of Interim Manager, the Department Heads, and the staff for the job they do.
- Announced that Veterans' Day is tomorrow and hopes everyone shows support.

Commissioner Clarke

- Commented on the Hurricane in Jamaica.
- Announced that on Thanksgiving, Gertrude Walden will be providing dinner for families and the community on November 20th, and encouraged people to participate.
- Referenced Commissioner Reed's comment about handling communications with citizens and thanked the Interim City Manager, City Attorney and the legal department, as well all City employees that work hard for the City of Stuart. Also thanked veterans in the community.

Mayor Rich

- Announced his participation and Proclamation presentation at the celebration of the First Baptist Church.
- Commented on his honor to present a Proclamation and give a speech at the David D.

Peters Water Treatment Facility Dedication Ceremony.

COMMENTS BY CITY MANAGER

Interim City Manager Boglioli

- Commented on the duties of the City Manager, the staff's support and expressed his appreciation to the Commission's for their confidence and trust in him.
- Reminded the Commission about the Veterans Day Parade and to please check their emails for the logistics of tomorrow's event.

APPROVAL OF AGENDA

4:38 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Laura Giobbi

Motion approved unanimously.

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

1. Tamara Phillips - Stuart; Commented on an experience at the Barn Theater and being dismissed after reporting sexual harassment; announced incidents for immediate action.
2. William Rudge - Stuart; Commented on allegations and demanded an investigation be done on named past staff members. (Mortell, Killbride, Dyess, Building Officials, White)
3. Barbara Grass - Stuart; Commented on the use of tax dollars for a new City Manager position and potential lawsuits.
4. Mark Brechbill - Stuart; Commented on the communications between the City and sister-city, Hopetown, Bahamas.
5. Candace Callahan - Stuart; representative of Stuart Main Street, announced upcoming events.
6. Olga Hamilton - Stuart; Commented on false information concerning three windows, permits, and home-based business.

APPROVAL OF CONSENT CALENDAR

4. APPROVAL OF 10/27/2025 CCM MINUTES

END OF CONSENT CALENDAR

5:01 PM MOTION: Approve.

MOVED BY: Christopher Collins

SECONDED BY: Laura Giobbi

Motion approved unanimously.

COMMISSION ACTION

5. CDBG HOUSING REHABILITATION PROGRAM TIMELINE EXTENSION (RC):

RESOLUTION No. 102-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING AN EXTENSION OF TIME FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING REHABILITATION PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE ALL RELATED DOCUMENTS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Pinal Gandhi-Savdas, CRA Director, briefly reviewed the program timeline extension.

Brief Commission discussion included the current Hamilton Project, general new construction, contract adjustments, available funding, and the application process.

PUBLIC COMMENT:

1. Mark Brechbill - Stuart; Commented on the discussion at the Community Redevelopment Board's meeting, encouraged reconsideration of participation in the program.

5:08 PM MOTION: Approve.

MOVED BY: Sean Reed

SECONDED BY: Eula Clarke

Motion approved unanimously.

ORDINANCE SECOND READING

6. THE SPICE AND TEA EXCHANGE REQUESTING A MAJOR URBAN CODE CONDITIONAL USE LOCATED AT 39 SW OSCEOLA STREET (QUASI-JUDICIAL)(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.

Lee Baggett, City Attorney, noted that this Resolution is a one-time vote, reported on code language. Gave clarification on Section 2.0, 6.12, Subsection C, of our Land Development Code.

Commissioners reported ex parte communications.

Six (6) people were sworn in: Jodi Kugler, Michelle Arbuzow, Ike Crumpler, Glenn Gordon, Kimberly Gordon, and Max Ducharme.

Michelle Arbuzow, Planner I, presented and introduced the applicant for their presentation.

Mayor Rich called a recess due to technical difficulties.

***** 5:31 PM Recess *****

***** 5:44 PM Reconvene *****

Ike Crumpler, presented on behalf of Marcela Camblor and introduced the Spice & Tea owners. Owner/operators, Glenn and Kimberly Gordon, presented their experience and their additional store locations, explained their products, and the creating and sharing experience it gives their guests. Expressed that though they are a franchise, they are and operate as a small business that compliments and is compatible with the current stores in downtown. Audra Creech of McCarthy, Summers, Wood, Norman, Melby & Schultz assisted Ike Crumpler and Mr. Max Ducharme, building owner and landlord, spoke in favor of the Spice & Tea Exchange coming into downtown Stuart.

A discussion between the Commission and applicant included other locations, the code, and franchises.

6:49 PM Hearing Closed.

PUBLIC COMMENT:

1. Mark Brechbill - Stuart; Better to have a business in place than an empty window, but concerned about future franchises and rents.
2. Bill Moore - Stuart; As a fellow franchise owner of Kilwin's Chocolate and Ice Cream Shop, commented on the uniqueness of Stuart and was in favor of the business.
3. Liliann Peterson - Stuart; Two store owner in downtown Stuart, Argento Jewelry and Ana Capri, commented in favor of the store and felt it would be a good fit.
4. Gail Goldy - Stuart; Commented that the store is a beautiful idea but concerned about losing the uniqueness of the downtown.
5. Clay Scherer - Stuart; Commented that the job of the Commissioner is to interpret the intent of the code, the 300 feet, and noted that the current franchises have not destroyed downtown.
6. Bailey Cape - Stuart; Commented on behalf of coworkers at the Beauty Bar, in favor of the business.

7:09 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Laura Giobbi

VOTE: MOTION PASSED 4/1.

YES: Laura Giobbi, Sean Reed, Eula Clarke, Campbell Rich

NO: Christopher Collins

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

ADJOURNMENT

7:10 PM

Mary R. Kindel, City Clerk

Campbell Rich, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 24th day of November, 2025.**

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

City Commission

Meeting Date: 11/24/2025

Prepared by: Lee Baggett

Title of Item:

RENEWAL AND AMENDMENT TO THE "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 THE RENEWAL AND EXECUTION OF AN AMENDMENT TO THE 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. ("Stuart Main Street") from the City of Stuart commencing January 1, 2020, through December 31, 2022 (Resolution 61-2019).

The 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 Flagler Center and improve public access and the opportunity to use the facility and space.

Stuart Main Street exercised its right to renew its first of two, additional three (3) year terms, of the Absolute Triple Net - Unsubordinated Lease ("Lease Agreement") 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 notified the City of Stuart of its desire to renew its final three (3) year term of the Lease Agreement with the City of Stuart commencing on January 1, 2026, and expiring on December 31, 2028, subject to the same terms and provisions of the 2019 Lease Agreement.

The renewal of the Lease Agreement was previously placed on the Regular City Commission Agenda on October 13, 2025. The City Commission instructed staff to bring this agenda item back in the future along with the other agreements between the City and Stuart Main Street. In addition, the City Commission expressed a desire to have all agreements renew at or about the same time. Stuart Main Street is agreeable to aligning the renewal dates of the agreements.

The other various agreements include the following: (1) Market on Main Street License Agreement; (2) Rockin River Walk License Agreement; and (3) Stuart Main Street Contribution and Service Agreement.

These additional agreements already align with the City's fiscal year of October 1 through September 30. These have been included in this agenda item. The only agreement not aligned with the City's fiscal year is the Lease Agreement. By adding nine (9) months to the final three-year term, i.e. ending on September 30, 2029, the Lease Agreement will be aligned with the City's fiscal year and renew along with other various agreements between the City and Stuart Main Street. It should be noted that the Lease Agreement and Market on Main Street License Agreement will renew every three years. The Rockin River Walk License Agreement and Stuart Main Street Contribution and Service Agreement will renew annually.

Funding Source:

N/A

Recommended Action:

Motion Approval of Resolution 101-2025.

ATTACHMENTS:

1. R101-2025 Flagler Center Lease Amendment (Resolution)
2. R101-2025 Renewal & Amendment Flagler Center Lease with Main Street_SMS signed
3. Flagler Lease Final Renewal Request from SMS
4. R106-2022 1st Lease Renewal
5. R037-2023 SMS Market on Main Renewal
6. R04-2019_RockinRiverWalk
7. 019-2024 Service Agreement and Grant



**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 EXECUTION OF AN AMENDMENT TO THE 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 owns the building at 201 SW Flagler Avenue in the City of Stuart, more commonly known as the “Flagler Center;” and

WHEREAS, in 2019, Stuart Main Street Association, Inc. sought 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 found 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; and

WHEREAS, via Resolution No. 61-2019, the City Commission authorized the execution of a thirty-six month lease agreement between the City of Stuart and Stuart Main Street Association, Inc. for the Flagler Center; and

WHEREAS, the City of Stuart and Stuart Main Street Association, Inc. entered into an Absolute Triple Net- Unsubordinated Lease for the Flagler Center which had an initial three-year term from January 1, 2020 through December 31, 2022 along with two additional terms of three years; and

WHEREAS, Stuart Main Street Association, Inc. has exercised its right to both renewal options with the most recent option renewing on January 1, 2026 and ending on December 31, 2028; and

WHEREAS, the City of Stuart and Stuart Main Street Association, Inc. desire to amend the last term by adding nine (9) months, ending on September 30, 2029, so as for it to be aligned with the City's fiscal year and to renew along with other various agreements between the City and Stuart Main Street Association, Inc.

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 Mayor is hereby authorized and directed to execute an Amendment to Absolute Triple Net-Unsubordinated Lease which agrees to the second, three-year additional term under the lease along with an additional nine months subject to final review and approval of the City Attorney.

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

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 24th day of November, 2025.

ATTEST:

MARY R. KINDEL
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT
CITY ATTORNEY



RENEWAL AND AMENDMENT TO ABSOLUTE TRIPLE NET - UNSUBORDINATED LEASE

THIS RENEWAL AND AMENDMENT TO LEASE is made and executed as of the _____ day of _____ 2025, 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.”

WITNESSETH

WHEREAS, LESSOR and LESSEE entered into an Absolute Triple Net Unsubordinated Lease for the Flagler Center (hereinafter “LEASE”) for a term of three years commencing on January 1, 2020 and ending on December 31, 2023; and

WHEREAS, LESSEE exercised its right to renew the first of two, three-year additional terms, pursuant to Section 3 of the LEASE, commencing on January 1, 2023 and ending on December 31, 2025; and

WHEREAS, LESSEE exercised its right to renew the second of two, three-year additional terms, pursuant to Section 3 of the LEASE, commencing on January 1, 2026 and ending on December 31, 2028; and

WHEREAS, LESSOR and LESSEE desire to match up the renewal date of this LEASE with the renewal dates of other agreements between the parties, thereby extending the second renewal of this LEASE by nine months; and

NOW THEREFORE, in consideration of these Premises and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, LESSOR and LESSEE agree to amend the following Sections of the LEASE:

Section 2. Commencement and Term.

The term of this LEASE shall commence on January 1, 2020 (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.

LESSEE has exercised its right to renew the second of two, three-year additional terms, pursuant to Section 3 of the LEASE, commencing on January 1, 2026 and ending on December 31, 2028. LESSEE and LESSOR agree to extend the second, three-year additional term, through September 30, 2029.

All other terms and conditions as stated in the LEASE shall remain in full force and effect.

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

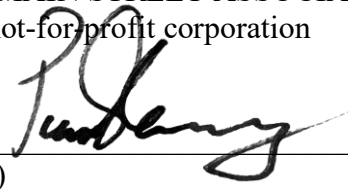
WITNESSES:



(Signature)

Candace Callahan, Executive Director Stuart Main Street
(Signature)

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


(Signature)

Paul Nunley, Stuart Main Street Board President
(Printed Name & Title)

CITY OF STUART, a Florida municipal corporation

ATTEST:

MARY R. KINDEL
City Clerk

CAMPBELL RICH
Mayor

APPROVED AS TO FORM
and CORRECTNESS

LEE J. BAGGETT, ESQ.
City Attorney



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 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 programming 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.

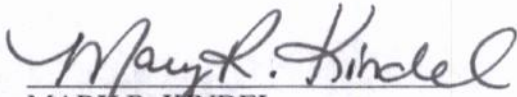
Commissioner GLASS LEIGHTON offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner MEIER and upon being put to a roll call vote, the vote was as follows:

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

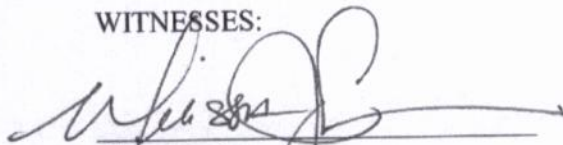
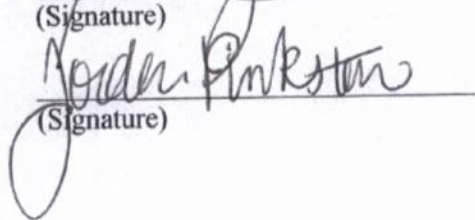
The following Exhibits are attached to and made a part of this Contract:

Exhibit "A" – "Sketch Defining Leased Premises"

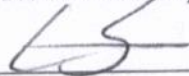
Exhibit "B" - "Insurance and Indemnification"

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

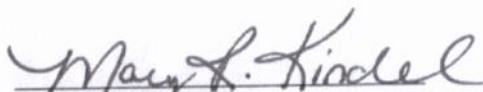
WITNESSES:


(Signature)

(Signature)

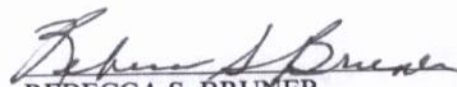
STUART MAIN STREET ASSOCIATION, INC.
a Florida not-for-profit corporation


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

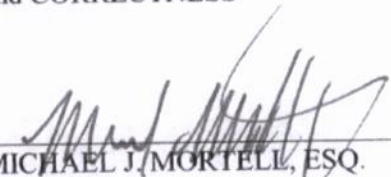
ATTEST:


MARY R. KINDEL
City Clerk

CITY OF STUART, a Florida municipal corporation

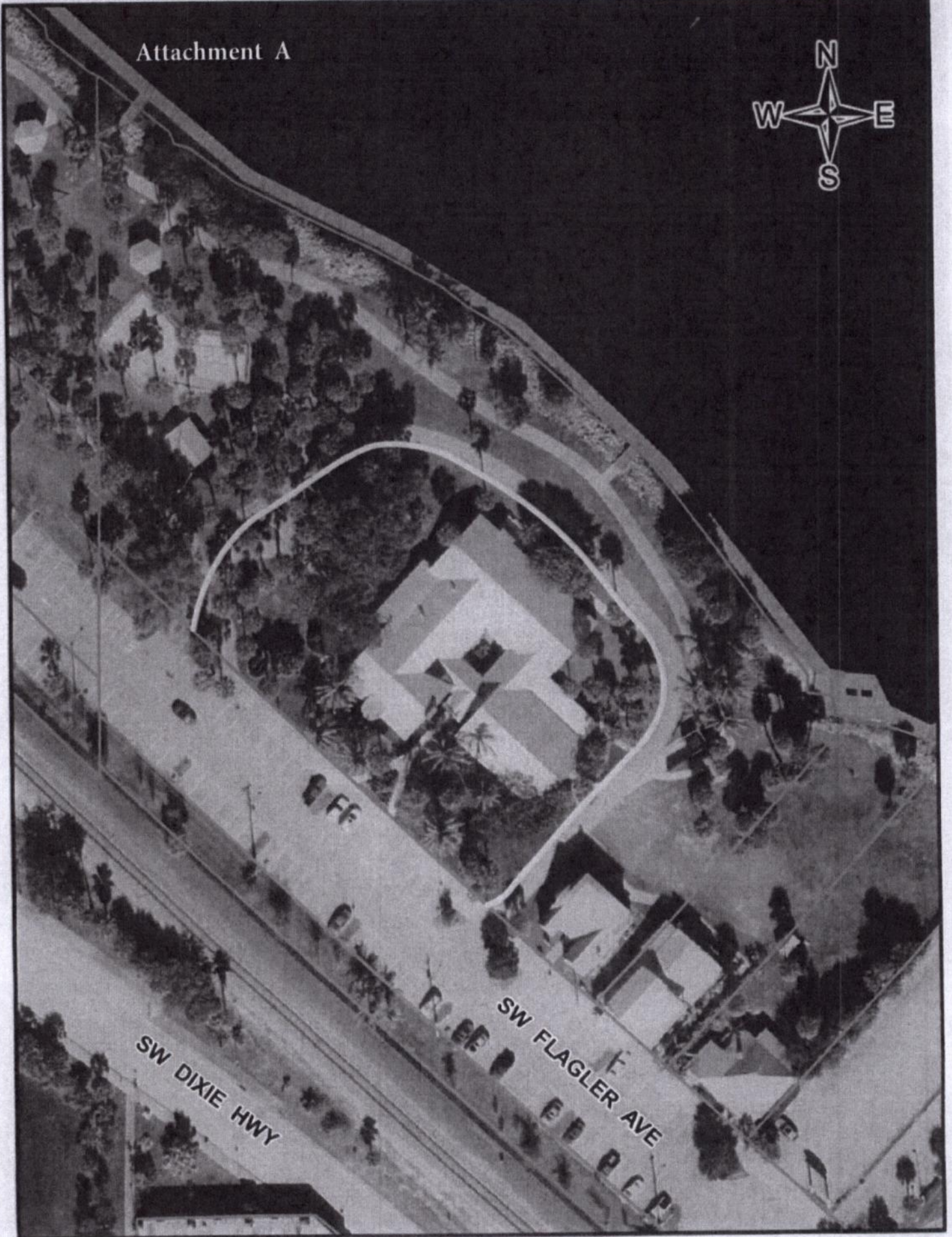

REBECCA S. BRUNER
Mayor

APPROVED AS TO FORM
and CORRECTNESS


MICHAEL J. MORTELL, ESQ.
City Attorney



Attachment A





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

RESOLUTION NUMBER 37-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE RENEWAL OF A NON-EXCLUSIVE LICENSE FOR PREVIOUSLY AWARDED RFP #2021-203 AND LICENSE AGREEMENT FOR THE TERM OF THREE (3) YEARS TO STUART MAIN STREET ASSOCIATION, INC. A DESIGNATED 501(c) ORGANIZATION, FOR THE OPERATION OF A WEEKLY OUTDOOR MARKET PLACE FOR SALES TO THE GENERAL PUBLIC INCLUDING FRESH PRODUCE, GREEN PRODUCTS, BAKED GOODS, PLANTS, ASSORTED FOODS, AND OTHER PRODUCTS AND SERVICES BY INDEPENDENT VENDORS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart previously awarded Request For Proposal (RFP) #2021-203 to Stuart Main Street (SMS) Association Inc. for a non-exclusive license to operate a weekly outdoor market place for sale to the general public of such goods as fresh produce, green products, baked goods, plants, assorted foods, and other products and services by independent vendors; and

WHEREAS, the 2021 License Agreement was subsequently renewed for an additional year through June of 2023 and will expire if not further renewed; and

WHEREAS, the City Commission of the City of Stuart supports the Florida Main Street Program and renewal for an additional term of three (3) years, through September 30, 2026, of a Non-Exclusive License Agreement with Stuart Main Street for its "Market on Main" weekly event.

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

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

Authorizing a Renewal of License for Stuart Main Street's "Market on Main" program.

SECTION 2: The City Commission of the City of Stuart, Florida authorizes, for a term of three-(3) years, the renewal of a non-exclusive license to Stuart Main Street Association, Inc. for the operation of an outdoor marketplace for sales to the general public as outlined herein.

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

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

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			

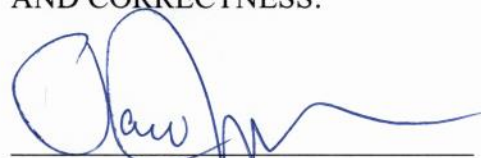
ADOPTED this 22nd day of May, 2023.

ATTEST:


MARY R. KINDEL
CITY CLERK


TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


PAUL J. NICOLETTI
INTERIM CITY ATTORNEY





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

RESOLUTION NUMBER 04-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDED AGREEMENT BETWEEN THE CITY OF STUART AND STUART MAIN STREET ASSOCIATION, INC. AND DOWNTOWN BUSINESS ASSOCIATION OF STUART, INC.; GRANTING A NON-EXCLUSIVE LICENSE TO OPERATE A WEEKLY OUTDOOR CONCERT SERIES ON THE RIVERWALK STAGE AND ADJACENT PARK AREA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Stuart Main Street Association, Inc. (SMS) and the Downtown Business Association of Stuart, Inc. (DBA) desire to promote Historic Downtown Stuart; and

WHEREAS, SMS and DBA promote a positive downtown experience for residents, businesses, and visitors of the City and create a center for community life in Stuart and the larger surrounding community; and

WHEREAS, SMS and DBA have a legacy of presenting high-quality, well-produced, and well-attended special events which have become a part of the community's cultural life and traditions; and

WHEREAS, SMS and DBA desire to operate a weekly outdoor concert series; and

WHEREAS, SMS and DBA seek to execute a license agreement with the City of Stuart for the use of the Riverwalk Stage and adjacent park area for a weekly outdoor concert series.

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

SECTION 1: The Mayor and City Clerk are hereby authorized to execute a non-exclusive license to Stuart Main Street Association, Inc. and the Downtown Business Association of Stuart, Inc. for the operation of a weekly outdoor concert series upon the Riverwalk Stage and adjacent park area.

SECTION 2: This Resolution shall take effect upon its 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			

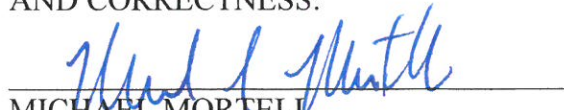
ADOPTED this 14th day of January, 2019.

ATTEST:


MARY R. KINDEL
CITY CLERK


REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL MORFELI
CITY ATTORNEY



LICENSE AGREEMENT

CITY OF STUART AND STUART MAIN STREET ASSOCIATION, INC. AND DOWNTOWN BUSINESS ASSOCIATION OF STUART, INC. (STUART MAIN STREET PROMOTION COMMITTEE)

THIS LICENSE AGREEMENT, hereinafter "License" is made and entered into this 14th day of January, 2019 by and between the CITY OF STUART, FLORIDA a municipal corporation of the State of Florida, whose principal address is 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter the "City," and THE DOWNTOWN BUSINESS ASSOCIATION OF STUART, INC., a State of Florida not for profit corporation, and IRS recognized 501(c) organization, whose principal address is PO Box 1708, Stuart, Florida, 34995 and STUART MAIN STREET ASSOCIATION, INC., a Florida not for profit corporation, , and IRS recognized 501(c) organization, whose principal address is PO Box 3035, Stuart, Florida, 34995, collectively hereinafter the "Licensee."

WITNESSETH

The City and the Licensee do hereby agree as follows:

1. **DESCRIPTION OF LICENSED AREA PREMISES.** City licenses to Licensee, and Licensee accepts such License from City, for the purpose of operating a weekly outdoor concert series upon the Riverwalk Stage and adjacent park area, and further depicted in the drawing attached hereto as **Exhibit "A,"** hereinafter the "Premises."
2. **TERM.** The initial term of this License shall commence on the date first written above and continue henceforth until terminated by either party upon ninety (90) days written notice to the other; hereinafter the "Term." The City licenses the Premises only on each Sunday during the Term from 9:00 a.m. through 6:00 p.m., unless otherwise expressly permitted by the City Manager, in advance and in writing, for additional Special Events of a temporary nature.
3. **FEE.** The License Fee for the use of the Premises during the Term as provided in paragraph 2 above is \$1,500.00 annually, to be paid within 30 days of the execution of this agreement, and subsequent renewal payments on or before the first day of October each year the agreement remains in effect beginning October 1st, 2019.
4. **CITY'S COMMITMENT.** City will be committed to do the following:

- A. The Premises shall be kept in good condition and repair by the City; and the City will use its best efforts to make repairs to the Premises and boardwalk and bathroom facilities, including emergency repairs, as needed.
- B. Assure that the public bathrooms adjacent to City Hall are cleaned at the beginning of each Sunday morning, no later than 8:30 AM, and assure the bathrooms are open and available for use by the public during the use of the Premises.
- C. Provide a sufficient amount of 90 gallon Green Carts for solid waste, and 90 gallon Blue Carts for Recyclable materials to be located in the paved area at the top of the Riverwalk Stage.
- D. Cause all City vehicles to be parked outside the Premises. The City will make all reasonable efforts to clear the area of privately owned vehicles but cannot guarantee all private vehicles will be removed.
- E. Designate five (5) parking spaces depicted in the attached hereto as Exhibit "A," along the east side of SW Saint Lucie Avenue, between SW Seminole Street and SW Osceola Street, for the loading and unloading use by event vendors, organizers, and for other commercial deliveries.
- F. Designate a reserved loading zone depicted in the attached hereto as Exhibit "A," along the south side of the westernmost section of SW Seminole Street, for the temporary exclusive use of event sound technicians. An additional loading zone sign shall be placed at location identifying such use for each Sunday, between the hours of 2:00 AM and 5:00 PM.
- G. Provide and permit the Licensee the use of any necessary barricades, cones, traffic control and directional signage, and related materials during the use of the Premises.
- H. Provide electrical and water service to the Premises as reasonably needed, and as currently installed.
- I. Provide shade to the Premises as currently installed.

- J. Provide and permit the Licensee the use of promotional banner locations including special event banner locations, street pole banners, and the Riverwalk Stage banner poles for up to 10 days before the occupancy by the Licensee of the Premises.
 - K. Use this agreement in lieu of a "Hold the Date" application to reserve all covered dates in the City special event permitting system and calendars.
 - L. Conduct an annual review of the terms and conditions of this agreement.
5. LICENSEE'S OBLIGATIONS. Licensee shall have the obligation to do the following:
- A. Generally the Licensee shall have access to the Premises at 9:00 AM Sunday morning, and shall vacate the Premises not later than 6:00 PM the same day, subject only to the further restrictions contained herein.
 - B. The Licensee shall keep the Premises clean throughout its Sunday operation, including but not limited to the adjacent walkways, driveways, and streets, and the entire Premises shall be cleaned and restored to its prior condition by 6:00 PM each Sunday of operation. At that time, date and time-stamped photographs shall be taken of restrooms and area and sent to the City Manager or their designee.
 - C. The Licensee shall use the provided 90 gallon Green Carts for solid waste, and 90 gallon Blue Carts for Recyclable materials provided by the City and return them to the paved area at the top of the Riverwalk Stage by 6:00 PM each Sunday of operation.
 - D. Any sale, distribution, or consumption of alcoholic beverages during each event will be limited to a predefined area as determined and approved by the City Manager, or their designee. Such activity by the Licensee or any of their designated vendors will be considered ancillary to the scope and nature of the license, and may be revoked by the City Manager, or their designee for any reason, at any time.
 - E. The Licensee shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the Premises or any improvements on it, except if the Licensee shall have damaged the same.

- F. Licensee shall comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises, or any activity or condition on or in the Premises.
 - G. Licensee shall provide to the City recognition of 501(c) status by the IRS and remain in compliance with all fiduciary requirements and obligations as required by Internal Revenue Code and the State of Florida. Licensee will make available upon request by the City, or any member of the public, a copy of its IRS determination letter, or any document issued by the IRS concerning its 501(c) application, and any tax returns within the most recent three-year period as required by federal law.
 - H. Licensee may be permitted the use of temporary event signage within the designated event area. All signage erected or placed by Licensee shall be first approved by the City Manager.
 - I. Licensee will use its best efforts to assure that event vendors, sponsors, and organizers do not park their vehicles or place any equipment on the streets immediately adjacent to the Premises, or in the City Hall parking lot, with the exception of the designated loading zones depicted herein this agreement.
 - J. Licensee shall pay to the City, an additional fee of \$80.00 for each event occurring in February, March, and April of every calendar year for the purpose of assigning one police officer for traffic control over a two hour period; and/or as may otherwise be determined by the City with reasonable notice given to the Licensee.
 - K. If Licensee elects to make alcoholic beverages available for sale, distribution, or consumption during its licensed event, Licensee may be required to hire at its own expense, additional public or private security officers as determined by the City.
6. NON-EXCLUSIVE USE. City grants this License to the Licensee as a non-exclusive right to use the Premises, except that the City agrees it shall not grant a similar license or right to use the Premises during the dates and times of this License without first consulting and making a suitable mutual agreement with Licensee. Licensee's use of the Premises is nonetheless a "public use" provided by a private entity for the benefit of the general public. The City, in

granting this License to the Licensee, reserves the right to alter or otherwise require the Licensee to modify its use of the Premises with reasonable notice given to the Licensee.

7. CITY'S RIGHT OF ENTRY. Licensee shall permit City and its agents and employees to enter the Premises at all reasonable times for inspection, and for other public purposes, including but not limited to the provision of safety and security of the general public.
8. NOTICES. All notices, demands, or other writings in this License provided to be given or made or sent, or which may be given or made or sent, by either party to this License to the other, shall be deemed to have been fully given or when either hand delivered to the offices of or made in writing and deposited in the United States Certified Mail, and postage prepaid, or emailed and receipted, and properly addressed to:

to the City: City Manager
 121 SW Flagler Avenue
 Stuart, FL 34994
 cmanager@ci.stuart.fl.us & mmortell@ci.stuart.fl.us

to the Licensee: Stuart Main Street Promotion Committee
 PO Box 3035
 Stuart, FL 34995
 info@stuartmainstreet.org & info@historicdowntownstuart.com

9. TAXES AND ASSESSMENTS. In the event any governmental taxes or assessments are levied upon the Premises as a result of the occupancy and activities of the Licensee hereunder, Licensee, as an additional license fee, shall pay and discharge said taxes or assessments as they become due, promptly and before delinquency.
10. UTILITIES. City shall provide electrical service and water service to the Premises to the extent such service is reasonably needed to operate the outdoor concert series. Any other public utilities shall be provided by the Licensee.
11. LIENS. Licensee shall keep all of the Premises free and clear of any and all liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Licensee, any

alteration, improvement, or repairs or additions which Licensee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Licensee on or about the Premises, or any obligations of any kind incurred by Licensee. Licensee shall at all times promptly and fully pay and discharge any and all claims on which any lien may or could be based, and shall indemnify City and all of the Premises and all buildings and improvements on the Premises against all liens and claims of liens and suits or other proceedings pertaining to those liens.

12. INDEMNIFICATION OF CITY. Under separate consideration, the amount and sufficiency which is acceptable to each party, it is further agreed that the City shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Licensee, or any other person who may at any time be using or occupying or visiting the Premises or be in, on, or about the Premises, whether the loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Licensee or of any occupant, vendor, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matter or thing. Licensee shall hold the City, its agents and employees harmless, and shall indemnify the City, its agents and employees against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. The foregoing indemnification shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of the City, its agents, or employees. This indemnification shall be insured, at all times during this License, by the Licensee, in amounts provided in Section 13, below, failing which this License shall be automatically terminated without further action by the City.

13. INSURANCE. Licensee shall maintain in effect throughout the term of this License personal injury liability insurance covering the Licensee, and the City and the operations of the business in the amount of \$1,000,000 for injury to or death of any one person, and \$1,000,000 for injury to or death of any number of persons in one occurrence, and property damage liability insurance on the Premises in the amount of \$50,000. The insurance shall specifically insure Licensee against all contractual liability assumed by it under this License, as well as liability imposed by law, and shall insure both City and Licensee.

14. REDELIVERY OF PREMISES. Licensee shall pay the fees and all other sums required to be paid by Licensee under this License in the amounts, at the times, and in the manner provided in this License, and shall keep and perform all the terms and conditions of this License on its part to be kept and performed, and at the expiration or sooner termination of this License, Licensee shall peaceably and quietly quit and surrender the Premises to City in good order and condition. In the event of the non-performance by Licensee of any of the covenants that Licensee has undertaken, this License may be terminated as provided herein.
15. NOTICE OF DEFAULT. For any material breach of this License, including the failure to maintain the required insurance coverages, the Licensee shall not be deemed to be in default under this License unless City shall first give Licensee 10 days written notice of the default and Licensee fails to cure the default within 10 days, thereafter. Fees shall be due and shall become delinquent without notice thereof given by Licensor or Licensee.
16. DEFAULT. In the event of any material breach of this License by Licensee, and following notice as required herein, if any is required, City, in addition to the other rights or remedies it may have, shall have the immediate right to cancel this License and may remove the Licensee and all invited or uninvited persons and property from the Premises. Such personal property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Licensee.
17. WAIVER. The failure of either party to take action with respect to any breach of any term, covenant, or condition contained in this License shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach, or of any other term, covenant, or condition contained in the License. The subsequent acceptance of rent under this License by City shall not be deemed to be a waiver of any preceding breach by Licensee of any term, covenant, or condition of this License, other than the failure of Licensee to pay the particular rental so accepted, regardless of City's knowledge of the preceding breach at the time of acceptance of rent.
18. MISCELLANEOUS. The License embodies the entire understanding and agreement of the parties concerning the use of the Premises by the Licensee. The Licensee shall not rely upon

any prior written agreement or any oral agreement concerning the use of the Licensehold. No modification or amendment to this License shall be valid, unless the same shall be in writing and signed by the authorized representative of each party. In the event that it becomes necessary to use legal process to enforce any terms of the License, the prevailing party shall be entitled to reasonable attorneys' fees and costs at all levels of litigation.

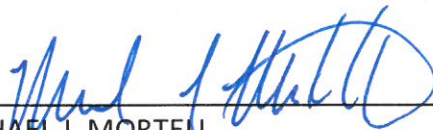
IN WITNESS WHEREOF, the parties have respectively signed and sealed this License in the days and year written below.

ATTEST:



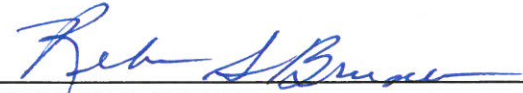
MARY KINDEL
CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL J. MORTELL
CITY ATTORNEY

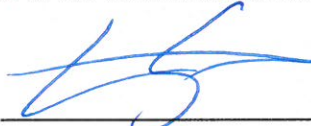
CITY:
CITY OF STUART, FLORIDA



REBECCA S. BRUNER
MAYOR

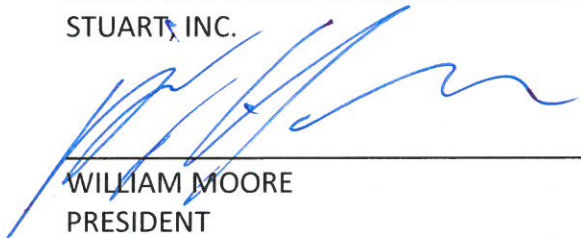


LICENSEES:
STUART MAIN STREET ASSOCIATION, INC.



NIK SCHROTH
PRESIDENT

DOWNTOWN BUSINESS ASSOCIATION OF
STUART, INC.



WILLIAM MOORE
PRESIDENT

Exhibit A

Site Area Rock'n Riverwalk

Rock'n Riverwalk Site Plan 2019





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

RESOLUTION NUMBER 19-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT BETWEEN THE CITY/CRA AND STUART MAIN STREET, INC., FOR ITS CONTRIBUTIONS TO THE CITY AND THE PROMOTION OF ECONOMIC VITALITY, REDEVELOPMENT, AND HISTORIC PRESERVATION OF THE STUART MAIN STREET DISTRICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Historic Downtown district is the cultural and commercial center of Stuart and Martin County, serving as a hub of civic pride and entrepreneurship, public and private sector cooperation, and the community's historical and cultural heritage; and

WHEREAS, Stuart Main Street Association, Inc. (SMS) supports a healthy, sustainable Historic Downtown Stuart through its Four Point Approach with the goal of promoting a vibrant downtown experience for residents, businesses, and visitors alike; and

WHEREAS, SMS collaborates with public and private sector partners to enhance the design of the downtown, bolster economic vitality, promote events and activities, and organize other programs and functions in furtherance of the goals of the District; and

WHEREAS, SMS promotes a positive image of the downtown Stuart district through advertising, public relations and digital media including retail and special events; and

WHEREAS, the City Commission of the City of Stuart and the City's Community Redevelopment Agency (CRA) approved an appropriation of \$70,000 for SMS in the City's Fiscal Year 2024 budget; and

WHEREAS, the City Commission desires to enter a Service Agreement with SMS for its continued operations and for its promotion of the historic downtown in perpetuity, subject to a year-to-year appropriation by the City Commission at its sole discretion; and

WHEREAS, the City Commission finds that the allocation of public funds to SMS for the purposes that are stated in the agreement attached hereto as **Exhibit "A"** serves a clearly identifiable and concrete public purpose as the primary objective and has a reasonable expectation that such purpose will be substantially and effectively accomplished.

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

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

SECTION 2: The Mayor is hereby authorized to execute a service agreement with SMS, granting an initial \$70,000.00 from the City/CRA for public services rendered through SMS general operations for the 2024 Fiscal Year, and in accordance with the terms set forth in the agreement.

SECTION 3: SMS understands that the City's award and contribution of additional funds in future years is subject to an annual appropriation by the City Commission and CRA each year the agreement remains in effect.

SECTION 4: This Resolution shall take effect upon its adoption.

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

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

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

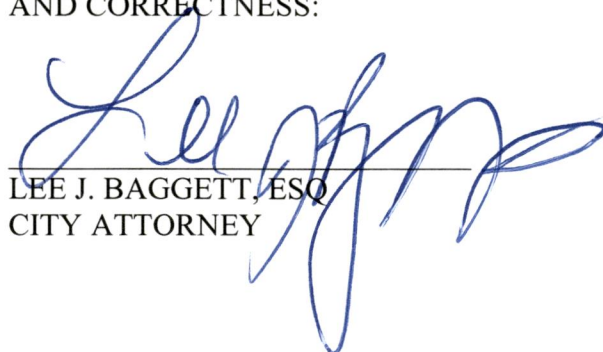
ADOPTED this ^{12th}~~14th~~ day of February, 2024.
MK

ATTEST:


MARY R. KINDEL
CITY CLERK 2/15/2024


REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


LEE J. BAGGETT, ESQ.
CITY ATTORNEY



STUART MAIN STREET CONTRIBUTION AND SERVICE AGREEMENT

THIS CONTRIBUTION AND SERVICE AGREEMENT, hereinafter “Agreement,” is made by and between the **CITY OF STUART**, hereinafter “**CITY**,” and **STUART MAIN STREET ASSOCIATION, INC.**, a Florida non-profit corporation, hereinafter “**SMS**,” for the purpose of promoting the economic, physical, and aesthetic redevelopment and preservation of the historic Stuart Main Street district in collaboration with the City’s **COMMUNITY REDEVELOPMENT AGENCY**, hereinafter “**CRA**,” in consideration of the terms and conditions described as follows:

1. **Public Purpose.** The allocation and expenditure of public funds herein provided are intended to serve clearly identifiable and concrete public purposes as the primary objective of this Agreement and are not to be used for the purpose of engaging in commercial enterprises for profit. The CITY grants this aid to SMS for its in-kind contributions to the **CITY/CRA** with the reasonable expectation that such public purposes will be substantially and effectively accomplished.
2. **Term.** This Agreement shall be effective on the date it is last signed by the undersigned parties through September 15, 2024, and shall be automatically renewed for subsequent one-year (1-year) terms each year thereafter unless otherwise cancelled by either party with thirty (30) days written notice provided to the other. It is the intent of the parties to continue the Agreement in perpetuity subject to annual funding appropriation approved by the **CITY/CRA** each year the agreement remains in effect.
3. **Responsibilities.** SMS shall operate in good faith to:
 - a. Maintain “Main Street” State and National accreditation.
 - b. Advertise the Stuart Main Street District, its brand, businesses, events and opportunities via all traditional media as well as social media and internet including relevant city-sponsored events and activities.
 - i. Manage and coordinate the CITY’s annual tree lighting ceremony in partnership with the Visiting Nurses Association.
 - ii. Manage and coordinate the CITY’s safe Halloween Trick-or-Treat alternative family event.
 - iii. Manage and coordinate the “Rock’n Riverwalk” concert series pursuant to the existing agreement with the CITY.
 - c. Pursue grants which support the historic downtown “Main Street” district.
 - d. Collect and disseminate relevant data for all staff, boards, advisory committees and other workshop groups that benefit the “Main Street” district.
 - e. Economic Activity: SMS shall be responsible for the following economic development activities.
 - i. Maintain a downtown directory of businesses within the SMS district boundary.
 - ii. Develop and manage a Downtown Gift Card program to promote Downtown Stuart and support economic development.
 - iii. Conduct frequent surveys amongst businesses, residents, and visitors.
 - f. Downtown Design and Improvement. SMS shall identify a minimum of one key downtown improvement project per year the agreement remains in effect. It shall provide a summary of the project and identify the following:

- i. How will the project enhance the quality of the urban fabric?
 - ii. How will the project improve the streetscape of the downtown?
 - iii. How does the project support the aims of the Community Redevelopment Plan?
 - iv. Identify key elements of the project which reflect the character of the CITY.
 - g. Comply with all applicable federal, state, and local laws, rules, and regulations.
 - h. Submit to the **CITY/CRA**, upon request, a semi-annual or annual report each year that this Agreement is in effect, which shall contain:
 - i. A financial report detailing revenues and expenditures for both the quarter and year to date, and a balance sheet detailing assets and liabilities as of the last day of the reporting period.
 - ii. A status report on the progress of each item described in this subsection.
4. **Main Street “Four-Point Approach.”** SMS shall follow best management practices including the application of the National Main Street “Four-Point Approach” to community collaboration and partnership generally described herein:
- a. **Design.** Capitalize on the assets of the downtown’s physical environment by helping to achieve an inviting atmosphere whether through renovation or new construction while helping the community develop sustainable, sensitive design management guidelines and techniques. Projects may focus on enhancing the quality of the urban fabric, improving streetscaping, or otherwise supporting the vision of the Community Redevelopment Plan within the Main Street District.
 - b. **Economic Vitality.** Strengthen the economic environment of the historic Stuart Main Street District by providing assistance to existing businesses, converting unused commercial space to be repurposed for new businesses, and report on historic designations, vacancy and rental statistics, business health assessments, and a directory of businesses and property tax assessments within the district.
 - c. **Promotion.** Advertise the downtown’s unique characteristics to residents, visitors, investors, and business owners to instill community pride and encourage commercial activity and investment in the area. This may include marketing special events or other interests in shopping, dining, living, or investment.
 - d. **Organization.** Collaborate with Main Street stakeholders toward a common goal, driven by a volunteer-based Main Street Program under the direction of a governing board, standing committees, and a paid program director.
5. **Contribution.** To support its mission and vision, and for other in-kind services rendered by the historic downtown Main Street District, a contribution of Seventy Thousand (\$70,000.00) dollars is allocated to SMS each fiscal year this Agreement remains in effect. Such payments shall be considered a contribution of aid granted in good-faith and are not intended to create a specific Joint Venture or Partnership between the parties. As an independent agency, SMS is solely responsible for providing any and all administrative duties required to maintain a nationally accredited Main Street program including staffing an office, promotional activities, and other operating costs. The **CITY** in granting this contribution, reserves the right to terminate such contribution for any reason, including but not limited to lack of funding or the termination of agreement as prescribed herein.

6. **Waiver of Event Fees.** As further contribution towards the successful operations of SMS, the **CITY** grants a waiver of event fees and administrative costs for any city-sponsored special events permit applications submitted by SMS on behalf of the **CITY** subject to approval and direction of the City Manager or their designee. This administrative waiver is not intended to impart any exclusive rights to SMS and does not apply to its ongoing agreements with the **CITY** for its operation of the weekly green market ("Market on Main"), "Rock'n Riverwalk" concert series, or any event permit initiated by SMS not jointly sponsored by the **CITY**.
7. **Relationship of Parties.** Neither the **CITY** and its **CRA** (including any of its elected or appointed officers, employees, agents or other representatives) nor **SMS** (including any of its directors, officers, employees, agents or other representatives) are the employee, agent, or other representative of the other party; and all activity performed by either party pursuant to and in furtherance of this Agreement, whether directly or indirectly related to this Agreement, shall constitute the separate and independent act of the respective party performing said act. This Agreement shall not construe any rights or obligations between or onto the parties that are not expressly authorized herein. This Agreement shall not create an agency relationship. This Agreement does not authorize SMS to act on behalf of **CITY/CRA** without express written authority. SMS shall act solely as an independent agency, and as such, shall control in all matters its mission, hiring practices, marketing or any other ventures undertaken. Nothing herein contained shall be construed to create the relationship of employer and employee between the **CITY/CRA** and **SMS** or any of its agents, members, employees or designees.
8. **Termination of Agreement.** Either party may terminate this Agreement without cause upon giving the other party at least thirty (30) days prior written notice of the intention to terminate this Agreement. In event of termination of this Agreement, the **CITY** reserves the right to withhold any amount of its annual contribution to SMS for services deemed unrendered at its sole discretion.
9. **Liability and Indemnification.** SMS shall fully defend, indemnify, save, and hold the City of Stuart and its Community Redevelopment Agency (including its elected and appointed officers, employees, agents, and other representatives) harmless from and against all suits, action, claims, proceedings, demands, or liability of any nature whatsoever (including attorney's fees through and including all appeals), arising from injury, loss, or damage to any person or property, which is directly or indirectly caused by or results from any act or negligence of SMS (including its directors, officers, employees, agents and other representatives).
10. **Assignment.** Neither this Agreement nor any part thereof may be assigned to any other person or entity without the prior written consent of the parties.
11. **Sovereign Immunity.** The **CITY/CRA** expressly retains all rights, privileges, immunities, and benefits of sovereign immunity pursuant to Florida Statutes § 768.28. This provision shall be construed broadly in favor of the **CITY/CRA**.
12. **Complete Agreement.** This Agreement constitutes the entire and complete agreement by and between the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

13. **Amendments.** This Agreement may not be amended unless such changes are reduced to writing, which amendments must be approved by the **CITY** and signed by both parties.

14. **Public Records.** SMS acknowledges that CITY is subject to Florida's Public Records laws in Chapter 119 of the Florida Statutes. In compliance with Florida Statutes § 119.0701, SMS shall:

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

If SMS has questions regarding the application of Chapter 119, Florida Statutes, to SMS' duty to provide public records relating to this Agreement, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or mkindel@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL 34994 per F.S. 119.12.

15. Insurance.

Proof of the following insurance will be furnished by SMS by certificate of insurance, which name the City of Stuart, its officers, board members, employees, and agents as additional insured on general liability & automobile liability insurance policies. The policies must be specifically endorsed to grant the CITY the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. The CITY, by and through risk management department, reserves the rights to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at

least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the CITY reserves the right, but not obligation, to review and request an audited financial statement.

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

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

The insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

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

If SMS maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by SMS.

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

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

Each occurrence \$2,000,000
Personal/advertising injury \$1,000,000
Products/completed operations aggregate \$1,000,000
General aggregate \$3,000,000 Fire damage \$100,000 Any 1 fire
Medical expense \$10,000 Any 1 person

The policy shall be endorsed to include the following additional insured language: "The City of Stuart shall be named as an additional insured with respect to Liability arising out of the activities performed by, or on behalf of SMS." Is to be included. Any cross-liability exclusion should not extend to Additional Insured's. Any subcontractors or independent contractors utilized must list the City of Stuart as additional insured including completed operations.

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

Insurance Requirements: A certificate of insurance shall be provided to the CITY for review and approval. The certificate shall provide that: (a) CITY be named as an additional insured on the commercial general liability, and auto liability insurance policies; (b) SMS' insurance coverage shall be primary; and (c) CITY will be given thirty (30) days' notice prior to cancellation or modification of any required insurance and such notice shall be in writing by registered mail, return receipt requested and addressed to the CITY. SMS shall be responsible to ensure that all subcontractors comply with all insurance requirements.

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

Certificates of Insurance: SMS will furnish Certificate of Insurance Forms.

16. **Board Appointment.** The CITY Commission shall be entitled to appoint one (1) member to the Board of Directors of SMS.

IN WITNESS WHEREOF, on the date first written above, **SMS** and **CITY** have executed this Agreement by the duly authorized undersigned officers.

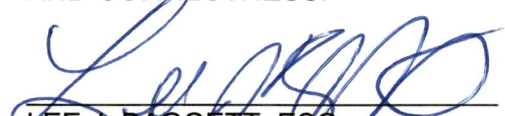
ADOPTED this 12th day of February, 2024.

ATTEST:


MARY R. KINDEL
CITY CLERK 2/15/2024

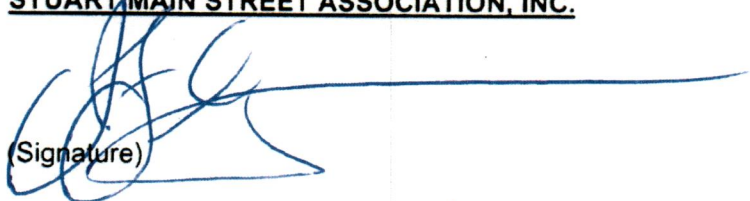

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


LEE J. BAGGETT, ESQ
CITY ATTORNEY



STUART MAIN STREET ASSOCIATION, INC.

A handwritten signature in blue ink, appearing to read 'Joe Flanagan', with a long horizontal line extending to the right.

(Signature)

JOE FLANAGAN

Printed Name

PRESIDENT

Title

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

Meeting Date: 11/24/2025

Prepared by: Milton Leggett

Title of Item:

F.I.N.D. WATERWAY ASSISTANCE PROGRAM GRANT FOR COURTESY DOCK (RC):

RESOLUTION No. 105-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART TO ACCEPT A FLORIDA INLAND NAVIGATION DISTRICT WATERWAY ASSISTANCE PROGRAM GRANT FOR A COURTESY DOCK AND WAVE ATTENUATOR; AUTHORIZING THE SUBMISSION OF ANY GRANT APPLICATION, IF NECESSARY, AND THE EXECUTION OF ANY GRANT AGREEMENT, IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Florida Inland Navigation District Waterways Assistance Program provides grant funds to recipients for the purposes provided for herein, which will benefit the City of Stuart by providing for the City's Courtesy Dock and Wave Attenuator.

The City of Stuart's Public Works Department's strategy relating to public access to the City via the St. Lucie River, Indian River Lagoon, and associated waterways will align with the missions of the Florida Inland Navigation District.

The City of Stuart Public Works Department will be required to provide 50% matching funds for this reimbursement grant and the attached internal "Grant Consideration Worksheet" demonstrates this is a viable grant.

The City continues to implement strategies to improve safe access to our community for all visitors and residents through projects as needed.

Funding Source:

50% F.I.N.D. GRANT and 50% CRA funds

Recommended Action:

Approve Resolution 105-2025.

ATTACHMENTS:

1. R105-2025 Acceptance of Florida Inland Navigation District Grant \$1,150,000
2. MA-ST-25-101E Courtesy Dock and Wave Attenuator Ph II AGR



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

RESOLUTION NUMBER 105-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART TO ACCEPT A FLORIDA INLAND NAVIGATION DISTRICT WATERWAY ASSISTANCE PROGRAM GRANT FOR A COURTESY DOCK AND WAVE ATTENUATOR; AUTHORIZING THE SUBMISSION OF ANY GRANT APPLICATION, IF NECESSARY, AND THE EXECUTION OF ANY GRANT AGREEMENT, IF AWARDED, AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Florida Inland Navigation District Waterways Assistance Program provides grant funds to recipients for the purposes provided for herein, which will benefit the City of Stuart by providing for the City’s Courtesy Dock and Wave Attenuator; and

WHEREAS, the City of Stuart’s Public Works Department’s strategy relating to public access to the City via the St. Lucie River, Indian River Lagoon, and associated waterways will align with the missions of the Florida Inland Navigation District; and

WHEREAS, the City of Stuart Public Works Department will be required to provide 50% matching funds for this reimbursement grant and the attached internal “Grant Consideration Worksheet” demonstrates this is a viable grant; and

WHEREAS, the City of Stuart continues to implement strategies to improve safe access to our community for all visitors and residents through projects as needed.

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 fully set forth herein.

SECTION 2: The City staff is authorized to submit any grant application by the City of Stuart to the Florida Inland Navigation District's Waterways Assistance Program, if necessary, and to execute any grant agreement, if awarded. The City Manager is authorized to make minor amendments to any such agreement subject to final 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 24th day of November, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

**FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT**

PROJECT NO. MA-ST-25-101E

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the City of Stuart, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Courtesy Dock and Wave Attenuator Ph II. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2027 ("PROJECT PERIOD")**, unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2028. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2027, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute (“ASSISTANCE AMOUNT”) no more than fifty percent (50%) (“MATCHING PERCENTAGE”) of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate (“PROJECT COSTS”) and meeting the requirements of Section 5 below and shall not, in any event, exceed \$1,150,000.00.

Any modifications to the PROJECT’s Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT’s Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT’s program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this AGREEMENT unless previously

delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #25-50) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 25-45 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final Project Report as described in Exhibit G, Assistance Project Schedule. As part of the documentation

accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects, and surveyors with whom PROJECT SPONSOR has directly contracted (each a “DIRECT PROVIDER”) to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR’s obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT was required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific performance and injunctive relief, and for purposes of determining whether to grant an equitable

remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #25-40 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public of DISTRICT member counties without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** - Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** – FOR LAND-BASED DEVELOPMENT PROJECTS ONLY. The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use

for which the PROJECT was intended for a minimum period of thirty-five (35) years from the completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated useful life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its

employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation, or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

City of Stuart
Attention: Project Manager
121 SW Flagler Ave
Stuart, FL 34994

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT

SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

CITY OF STUART

By: _____

Title: _____

Date: _____

Exhibit B 2025
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001	Purpose
66B-2.002	Forms
66B-2.003	Definitions
66B-2.004	Policy
66B-2.005	Funds Allocation
66B-2.006	Application Process
66B-2.0061	Emergency Applications
66B-2.007	Application Form (Repealed)
66B-2.008	Project Eligibility
66B-2.009	Project Administration
66B-2.010	Project Agreement (Repealed)
66B-2.011	Reimbursement
66B-2.012	Accountability
66B-2.013	Acknowledgement
66B-2.014	Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015	Small-Scale Derelict Vessel Removal Projects
66B-2.016	Waterways Cleanup Events

66B-2.001 Purpose.

Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.

All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.

The basic terms utilized in this rule are defined as follows:

- (1) "APPLICANT" means an eligible governmental agency submitting an application through this program.
- (2) "APPLICATION" means a project proposal with the required documentation.
- (3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.
- (4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.
- (5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.
- (6) "DISTRICT" means the Florida Inland Navigation District (FIND).
- (7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.
- (8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) “EXECUTIVE DIRECTOR” means the Executive Director of the Florida Inland Navigation District.

(10) “LIAISON AGENT” means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) “LOCAL GOVERNMENTS” means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) “MARITIME MANAGEMENT PLAN” means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) “MATCHING FUNDS” means those funds provided by the local sponsor to the project.

(14) “MEMBER COUNTY” means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) “NAVIGATION RELATED DISTRICTS” means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) “PRE-AGREEMENT COSTS” means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) “PROGRAM” means the Florida Inland Navigation District Waterways Assistance Program.

(18) “PROGRAM FUNDS” means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) “PROJECT” means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) “PROJECT AGREEMENT” means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) “PROJECT MAINTENANCE” means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) “PROJECT MANAGER” means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) “PROJECT PERIOD” means the approved time during which costs may be incurred and charged to the funded project.

(24) “PROJECT SPONSOR” means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) “PUBLIC BUILDING” means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) “PUBLIC MARINA” means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) “PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS” means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District’s waterways to serve the infrastructure needs of the District’s waterway users.

(28) “WATERWAYS” means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(29) “WATERWAY RELATED ENVIRONMENTAL EDUCATION” means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic

relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to “waterways” as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District’s waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is

the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History—New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing FIND Form No. 25-15 Waterways Assistance Program Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference and available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-17820>, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to ninety (90) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur

within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversely impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels. Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in

perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History—New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21, 5-14-25.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference in Rule 66B-2.005, F.A.C. and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet and shall include a detailed cost estimate submitted on FIND Form No. 25-20, Waterways Assistance Program Project Cost Estimate, (effective date 1-1-25), hereby incorporated by reference and available at: <https://flrules.org/Gateway/reference.asp?No=Ref-17821>, and available from the District office. In addition, all applicants shall submit a complete and detailed FIND form No. 25-25 Waterways Assistance Program Project Timeline (effective date 1-1-25), hereby incorporated by reference at <https://flrules.org/Gateway/reference.asp?No=Ref-17822>, and available from the District office.

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 25-30, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 1-1-25), hereby incorporated by reference at <https://flrules.org/Gateway/reference.asp?No=Ref-18021>, and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form 25-35 Attorney's Certification of Title (effective date 1-1-25), hereby incorporated by reference at <https://flrules.org/Gateway/reference.asp?No=Ref-17824>, and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Prior to submitting the application to the District office, applicants shall obtain the local FIND Commissioner's initials on FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist 25-10 Waterways Assistance Program Applicant Checklist (effective date 1-1-25), hereby incorporated by reference and available at <https://flrules.org/Gateway/reference.asp?No=Ref-17825>, and from the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on FIND Form No. 25-10. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail or email. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information

requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using FIND Form 25-15 Waterways Assistance Program Application and Evaluation Worksheets. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application.

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14, 5-14-25.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.007 Application Form.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Amended 6-24-93, 2-3-94, 4-12-95, Formerly 16T-2.007, Repealed 7-30-02.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,
9. Derelict Vessel Removal,
10. Waterways related environmental education programs and facilities,
11. Public fishing and viewing piers,
12. Public waterfront parks and boardwalks and associated improvements,
13. Maritime Management Planning,
14. Waterways boating safety programs and equipment,
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat,
2. Restrooms for non-waterway users,
3. Roadways providing access to non-waterway users,
4. Parking areas for non-waterway users,
5. Utilities for non-waterway related facilities,
6. Lighting for non-waterway related facilities,
7. Project maintenance and maintenance equipment,
8. Picnic shelters and furniture for non-waterway related facilities,
9. Vehicles to transport vessels; and,
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,
13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:
 - a. Project management, administration and inspection,
 - b. Design, permitting, planning, engineering or surveying costs for completed construction project,
 - c. Restoration of sites disturbed during the construction of an approved project,
 - d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of \$125,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.

9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History—New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21, 3-9-23, 3-11-24.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first

fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21.

66B-2.010 Project Agreement.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-5-96, Formerly 16T-2.010, Amended 3-21-01, Repealed 7-30-02.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this

rule, and with the following additions:

(a) The District shall fund a maximum of up to \$20,000 per project, not to exceed \$60,000 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will be valued at the Independent Sector estimated national value of each volunteer hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, trash removal and management, sign installation, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21, 3-11-24, 5-14-25.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to \$150,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21, 3-9-23, 3-11-24.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with

exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to \$5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program. In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional \$5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional \$1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 3-7-11.

EXHIBIT C
FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor: _____

Project Title: _____ Project #: _____

Source of Matching Funds: _____

Amount of Matching Funds: _____

I hereby certify that the above referenced project Sponsor, as of October 01, 20____, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*

Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT D

FLORIDA INLAND NAVIGATION DISTRICT

PAYMENT REIMBURSEMENT REQUEST FORM

Project Number and Project Name:			
Project Sponsor (Grantee):			
Reimbursement Request # (or final):			Notes for clarification of this Reimbursement Request:
Grant Amount			
Previous Total Payments			
Previous Total Retainage Held by FIND			
Available Balance	\$ 0.00		
Funds Requested for this Payment			
10% FIND Retainage (Unless Final)			
Check Amount	\$ 0.00		
Grant Amount	\$ 0.00		
All Payments + All FIND Paid Retainage	\$ 0.00		
Remaining Balance	\$ 0.00		

SCHEDULE OF EXPENDITURES (Should correspond to Project Agreement Exhibit A)

Expense Description	Vendor Name	Check No.	Invoice #	Total Cost	Applicant Cost	FIND Cost
			TOTALS	\$ 0.00	\$ 0.00	\$ 0.00

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison

	Date

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification



Sponsor: _____

Project Title: _____ Project #: _____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT F
FLORIDA INLAND NAVIGATION DISTRICT
 ASSISTANCE PROGRAM PROJECT QUARTERLY STATUS REPORT



Submitted by:	
Email:	

Project Number:	
Project Name:	
Project Sponsor (Grantee):	

1st Quarter (October to December)	Date Submitted:		Due December 30th
Project Issues:			
2nd Quarter (January to March)	Date Submitted:		Due March 30th
Project Issues:			
3rd Quarter (April to June)	Date Submitted:		Due June 30th
Project Issues:			
4th Quarter (July to September)	Date Submitted:		Due September 30th
Project Issues:			

Percentage of total project completion:	
---	--

Anticipated Project Completion Date:	
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Please name the file attachment as follows:

Project #, Project Name, (1st, 2nd, 3rd, 4th) Quarter Report, Year
 Example: DA-MI-25-499 Marine Terminal Docks 4th Quarter Report 2026

EXHIBIT G ASSISTANCE PROJECT SCHEDULE

OCTOBER 2025-	Project Agreement Executed, Project Initiates.
DECEMBER 30, 2025-	First Quarterly Report Due. Use Quarterly Status Report Form Exhibit F: https://aicw.org/ grant_and_assistance_programs/ waterway_assistance_programs_wap/index.php
MARCH 30, 2026-	Second Quarterly Report Due.
JUNE 30, 2026-	Third Quarterly Report Due.
SEPTEMBER 30, 2026-	Fourth Quarterly Report Due.
DECEMBER 30, 2026-	Fifth Quarterly Report Due.
MARCH 30, 2027-	Sixth Quarterly Report Due.
JUNE 30, 2027-	Seventh Quarterly Report Due.

NOTE: If the project will not be completed and all close out paperwork submitted by September 30th , a request for a 1-year extension of the completion date of the project should be submitted with the June 2027 quarterly report.

SEPTEMBER 1-30, 2027- Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 25-45 (Effective Date: 1-1-26), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2027 - End of Grant. All work must be completed and closeout paperwork submitted. October 2026- finish processing closeout paperwork, perform project inspection and submit final reimbursement check and coordinates check presentation with sponsor.

NOTE: ANY MODIFICATIONS to the PROJECT shall require advance notice and prior written approval of the District. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT H

<https://aicw.org/resources/logos.php>

