City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION
MARCH 23, 2026
AT 5:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

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

ADMINISTRATIVE

Interim City Manager, Roz Johnson Strong
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 3/9/2026 CCM MINUTES (RC)

2. AWARD OF RFP 2026-201 CITY OF STUART LANDSCAPE MAINTENANCE (RC):

RESOLUTION No. 18-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF RFP 2026-201, CITY OF STUART LANDSCAPE MAINTENANCE TO THE THREE MOST QUALIFIED FIRMS, BLUE MARLIN INVESTMENTS, INC. DBA CAYCO, BRIGHTVIEW LANDSCAPE SERVICES INC., AND YARD-NIQUE INC., DBA PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

3. DOWNTOWN UNDERGROUNDING PROJECT — EASEMENT WITH AT&T FOR THE PLACEMENT OF NEW FIBER CABINET ON CITY-OWNED PARCEL (RC):

RESOLUTION NUMBER 24-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT BETWEEN THE CITY OF STUART AND AT&T FOR THE PLACEMENT OF A NEW FIBER CABINET ON A CITY-OWNED PARCEL LOCATED BEHIND THE ANNEX BUILDING LOCATED AT 101 SW FLAGLER AVENUE; RESCINDING ALL RESOLUTIONS IN CONFLICT, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

4. LEWIS LEONARD, 433 SE LAKE CIRCLE DRIVE - EAST STUART MAJOR URBAN CODE CONDITIONAL USE PERMIT (QUASI-JUDICIAL) (RC):

RESOLUTION No. 16-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, GRANTING AN EAST STUART MAJOR URBAN CODE CONDITIONAL USE TO THE PROPERTY LOCATED AT 433 SE LAKE CIRCLE DRIVE, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; GRANTING APPROVAL TO ALLOW AN OUTBUILDING TO EXCEED THE MAXIMUM SIZE OF 700 SQUARE FEET, TO ALLOW THE REDUCTION OF A REAR SETBACK REQUIREMENT, TO ALLOW THE MAXIMUM OF FIVE (5) DENSITY UNITS, AND TO CONFIRM THE IMPERVIOUS AND PERVIOUS REQUIREMENTS; GRANTING APPROVAL AND ALLOWING THE APPLICANT TO OBTAIN A REVOCABLE RIGHT-OF-WAY PERMIT FOR THE USE OF THE CITY'S RIGHT-OF-WAY FOR THE

EXISTING PAVED ACCESS FOR SE LAKE CIRCLE DRIVE; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

5. FIRST AMENDMENT TO FUNDING AGMT. WITH MARTIN COUNTY RE: HANEY CREEK (RC):

RESOLUTION No. 20-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE FIRST AMENDMENT TO THE 2011 FUNDING AGREEMENT WITH MARTIN COUNTY THAT AUTHORIZED THE PURCHASE OF 51.4 ACRES OF REAL PROPERTY KNOWN AS THE HANEY CREEK WATERSHED PRESERVE, WHICH WILL RESCIND THE CARVE-OUT OF THE 1.97 ACRE COMMERCIAL PORTION OF THE PROPERTY ALLOWING THE 1.97 ACRES TO BE USED FOR CONSERVATION PURPOSES ALONG WITH THE ADJOINING HANEY CREEK WATERSHED PRESERVE; PROVIDING FOR AN EFFECTIVE DATE; FOR OTHER PURPOSES.

6. APPOINTING A CITY MANAGER AND ADOPTING AN EMPLOYMENT CONTRACT (RC):

RESOLUTION No. 21-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA CONFIRMING THE APPOINTMENT OF MICHAEL A. GIARDINO AS CITY MANAGER AND AUTHORIZING AN EMPLOYMENT CONTRACT WITH THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

7. SEPARATE VOTE OF COLA AND MERIT RAISES FOR CITY EMPLOYEES (RC):

RESOLUTION No. 22-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUIRING COST OF LIVING INCREASES AND MERIT RAISES FOR THE CITY'S NON-BARGAINING UNIT EMPLOYEES BE SUBJECT TO A SEPARATE VOTE BY THE CITY COMMISSION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

8. INTENTION TO ABANDON A PORTION OF MARINA COVE DEVELOPMENT RIGHT-OF-WAY (ROW) (RC):

RESOLUTION No. 23-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA DECLARING PURSUANT TO CHAPTER 36 OF THE CODE OF ORDINANCES OF THE CITY OF STUART, FLORIDA THE INTENTION OF THE CITY COMMISSION TO ABANDON AND TO SET PUBLIC HEARINGS IN THE CITY COMMISSION CHAMBERS TO CONSIDER THE ABANDONMENT OF A 25' WIDE PUBLIC RIGHT-OF-WAY WITHIN THE CITY, LOCATED ON THE WEST SIDE OF NW DIXIE HIGHWAY, SITUATED BETWEEN NW POINSETTIA STREET TO THE NORTH AND NW OLEANDER STREET TO THE SOUTH, MORE CLEARLY DESCRIBED IN EXHIBIT "A" ATTACHED; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9. PERMISSION TO SUBMIT A COMMENT LETTER TO THE UNITED STATES ARMY CORP OF ENGINEERS ON THE NOTICE OF INTENT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT (EIS) TO SUPPORT THE CENTRAL EVERGLADES PLANNING PROJECT (CEPP) OPERATIONAL PLAN (PHASE 1) BY THE DEADLINE OF MARCH 31, 2026, AT 5 P.M.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

10. BRIGHTLINE PARKING IMPLICATIONS AND POTENTIAL COURTHOUSE PARKING IMPACTS

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: 3/23/2026 **Prepared by:** Nina Mullin

Title of Item:
APPROVAL OF 3/9/2026 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:
N/A

Funding Source:
N/A

Recommended Action:
Approval of Minutes.

ATTACHMENTS:
1. 03/09/2026 CCM Minutes

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
MARCH 9, 2026
AT 4:00 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

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

ADMINISTRATIVE

Interim City Manager, Roz Johnson Strong
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel

ROLL CALL

4:00 PM

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

INVOCATION

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

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - STUDENT DANCE PERFORMANCE

Layla Ford sang "My Worship".

PROCLAMATIONS

2. LYRIC THEATRE CENTENNIAL CELEBRATION - MARCH 15, 2026

Kia Fontaine, President and CEO of the Lyric Theatre, accepted the Proclamation and briefly shared the purpose and accomplishments over the decades of the historic theatre.

3. IRISH AMERICAN HERITAGE MONTH - MARCH

Not present; Proclamation will be sent to the requestor.

PRESENTATIONS

4. SERVICE AWARDS - MARCH 2026

Ryanne Powers-Cavo	City Attorney's Office	10 years
Michelle Arbuzow	Development Department	10 years

5. FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) MONTEREY ROAD AT FEC RAILROAD CROSSING GRADE SEPARATION PROJECT

Robert Lopez and Tonya Kristoff-Powder of Florida Department of Transportation presented; announced upcoming virtual and in-person public meetings scheduled for this week.

The Commissioners participated in a discussion with FDOT representatives.

COMMENTS BY CITY COMMISSIONERS

Commissioner Giobbi

- Commented on the interviews for the City Manager position and thanked staff for their organization.
- Thanked Jim Chrulski, Community Services Director, for his legislative update.

Commissioner Clarke

- Thanked staff for the coordination of the City Manager interviews.
- Noted that the Commission are not to approve the City Manager Screening Committee Minutes, Item #6.
- Commented on the land use change approval process and the ex-parte requirements.
- Expressed appreciation to Jim Chrulski and the Community Services Department for their monthly event calendar.

Vice-Mayor Reed

- Commented on traffic concerns and felt funds should be spent on improvements.
- Requested an update pertaining to Business Flare and Innovation Hub pertaining to property at Commerce Avenue and Indian Street.

Mayor Collins

- Commented on an email received from resident and board member, Bonnie Moser, asked for her patience while it is considered for a future agenda and until new City Manager is in place.
- Commented on resident Derrick Peterson's email pertaining to speeding on 5th Street; provided Police Chief with a traffic study for his review.
- Would like the Sailfish ballfields to go to referendum for any future proposed development; commented on long-range plans and its proximity to the Brightline Station. Gained majority consensus for the City Attorney to add it to a future agenda.

- Announced his upcoming Town Hall.

COMMENTS BY CITY MANAGER

Interim City Manager Johnson Strong

- Reported on "What's Good?" in the City and announced the promotions of Mechelle Arbuzow, Development Department to Planner II, and Paul Sandstrom in Tech Services to Information Technology Infrastructure Manager. Also reported that Police Officer Andreas Sudhoff is working with a German television show for police business as he served as a police officer in Munich, Germany.
- Reported on the hiring of a Finance Director and Senior Accountant.
- Provided City highlights: various successful events within the City such as the Sailfish Sprint, Treasure Coast Marathon, and Kiwanis Pancake Breakfast.
- Announced the upcoming Grand Opening of the Memorial Park Amphitheater on March 14th at 10:30 a.m.

APPROVAL OF AGENDA

5:16 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. William Rudge - Stuart; Requested a third party investigation into criminal allegations, submitted his written comments for the record.
2. Derrick Peterson - Stuart; Commented on concerns and request for assistance pertaining to speeding in his neighborhood, particularly on SW California Ave., 5th Street, SW 6th Street and Akron Avenue.
3. Louis Boglioli - Stuart; Provided a timeline of occurrences as the Interim City Manager and commented on the tensions with the Commission after his decline of requests that conflicted with policy or ethics.
4. Barbara Grass - Stuart; Commented on Central Parkway and roadside parking (Vice Mayor Reed asked for D&D on the flashing lights at next CCM.)
5. Merritt Matheson - Stuart; Commented on the lack of Robert's Rules of Order; provided clarification on Central Parkway for the record, addressed the ballfields and referendums, and feels it is a noble cause but cautioned not to be rushed.

APPROVAL OF CONSENT CALENDAR

6. ACCEPTANCE OF 2/13/2026 SCREENING COMMITTEE MINUTES.
APPROVAL OF 2/13/2026 SCM MINUTES AND 2/23/2026 CCM MINUTES (RC)

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END OF CONSENT CALENDAR

5:43 PM MOTION: Approval of 2/13/2026 SCM Minutes and 2/23/2026 CCM Minutes.
MOVED BY: Eula Clarke
SECONDED BY: Laura Giobbi
Motion approved unanimously.

COMMISSION ACTION

7. SELECT CITY MANAGER FINALIST AND AUTHORIZE CITY ATTORNEY TO NEGOTIATE EMPLOYMENT AGREEMENT (RC):

RESOLUTION No. 17-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SELECTING A CANDIDATE AND AN ALTERNATE FOR THE POSITION OF CITY MANAGER, AUTHORIZING THE INTERIM CITY MANAGER TO EXTEND THE OFFER OF EMPLOYMENT, AND AUTHORIZING THE CITY ATTORNEY TO ENGAGE IN EMPLOYMENT AGREEMENT NEGOTIATIONS WITH THE FINALIST; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Mayor Collins requested they refrain from an immediate motion and engage in a discussion first, requesting each Commissioner review their top choices. Commissioners identified some of the qualities they were looking for and found in the candidates.

6:18 PM MOTION: Approve Michael Giardino to be number one, and then Glen Adams to be number two.
MOVED BY: Sean Reed
SECONDED BY: Laura Giobbi
VOTE: Motion Passed 3/2. 6:22 PM
YES: Eula Clarke, Christopher Collins, Sean Reed
NO: Campbell Rich, Laura Giobbi

ORDINANCE SECOND READING

8. 400 S.E. OSCEOLA STREET REZONE TO COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2549-2026; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING A +/-0.45 ACRE PARCEL LOCATED AT 400 S.E. OSCEOLA STREET WITHIN THE COMMUNITY REDEVELOPMENT AREA SPECIAL DISTRICT, FOR PROPERTY LEGALLY DESCRIBED AS LOTS 23, 24 AND 25, BLOCK 1, STYPMANN'S SUBDIVISION, FROM R-3 – RESIDENTIAL MULTI-FAMILY/OFFICE ZONING DESIGNATION TO COMMERCIAL PLANNED UNIT DEVELOPMENT DESIGNATION AND ADDING BARBERSHOP, BEAUTY SALONS, AND SPECIALTY SALONS AS ALLOWABLE USES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Lee Baggett, City Attorney, swore in two (2) people: Jodi Kugler, Development Director, and Michael Benedetti, Owner and Applicant.

Commissioners stated their ex-parte communications and Development Director Kugler

presented the current zoning, the proposal to allow beauty salons.

Michael Benedetti read comments by Barber Salon owner, Xavier Underwood.

6:34 PM MOTION: Approve.
MOVED BY: Eula Clarke
SECONDED BY: Campbell Rich
VOTE: Motion Passed 4/1.
YES: Eula Clarke, Campbell Rich, Laura Giobbi, Sean Reed
ABSTAIN: Christopher Collins (Form 8B filed on February 26, 2026)

9. AVONLEA COMMERCIAL CORNERS EAST MAJOR AMENDMENT TO THE NEW AVONLEA PUD FOR PARCEL D (LOT 11) (CPUD) (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2550-2026; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, PROVIDING FOR THE THIRD AMENDMENT OF THE "NEW AVONLEA PLANNED UNIT DEVELOPMENT" CONSISTING OF 12.40 ACRES ZONED RESIDENTIAL PLANNED UNIT DEVELOPMENT, 16.24 ACRES ZONED COMMERCIAL PLANNED UNIT DEVELOPMENT, AND 20.4 ACRES OF WETLAND/UPLAND PRESERVE ZONED RESIDENTIAL PLANNED UNIT DEVELOPMENT, BEING GENERALLY LOCATED BETWEEN NE DIXIE HIGHWAY TO THE SOUTH, LAND ON BOTH SIDES OF GREEN RIVER PARKWAY ON THE WEST, LAND ON BOTH SIDES OF CARDINAL AVENUE ON THE EAST AND THE CITY BOUNDARY TO THE NORTH, FOR PROPERTY LEGALLY DESCRIBED BY EXHIBIT "A" ATTACHED; PROVIDING FOR A MAJOR AMENDMENT TO THE COMMERCIAL PLANNED UNIT DEVELOPMENT TO PROVIDE FOR THE APPROVAL OF THE MASTER PARCEL SITE PLAN FOR THE AVONLEA COMMERCIAL EAST PARCEL D (LOT 11) TO BE IDENTIFIED AS AVONLEA COMMERCIAL CORNERS EAST; PROVIDING FOR REVISED AND NEW DEVELOPMENT CONDITIONS OF APPROVAL FOR PARCEL D (LOT 11); PROVIDING FOR AMENDED AND NEW TIMETABLES FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

City Attorney Baggett swore in four (4) people; Jodi Kugler, City Development Department, Nik Schroth, Applicant, George Missimer of Cotleur & Hearing, Arnaud Roux, Environmental Consultant and Heath Stocton, Elkhorn Engineering.

Commissioners stated their ex-parte communications.

Jodi Kugler presented the project and George Missimer, Cotleur & Hearing, provided a few points to add to the presentation from First Reading. All sworn members participated in the discussion with the Commission.

PUBLIC COMMENT:

1. Raj Patel - Palm City; Commented in favor of the project and recommended

leaving drainage issues up to the experts.

7:24 PM MOTION: Approve.
MOVED BY: Eula Clarke
SECONDED BY: Laura Giobbi
Motion approved unanimously.

***** 7:25 PM RECESS *****
***** 7:39 PM RECONVENE *****

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

10. BACKGROUND INFORMATION AND SUGGESTIONS REGARDING HALF CENT SALES TAX

Ruth Holmes, Environmental Attorney, presented on evaluation criteria supporting priorities, a standard process for approval, an evaluation committee, and the process after Commission review and approval.

Commissioner discussion included: an evaluation committee, a trailhead on Baker Road leading into the Haney Creek conservation area, based on an earlier plan created by engineer Tim Volker during the ARPA funding period, (concept: a simple/natural trailhead similar to the one near Veterans Memorial Park and reuse existing estimates and plans), a two-acre parcel on US-1: previously approved by referendum for commercial use to fund park maintenance and the City convert it to conservation land.

Nancy Turrell, Arts Council, commented on the current plan and actions of the various art boards.

Consensus for staff to bring back information on the following funding options for their prioritization:

- Trailhead off Baker Road (Haney Creek)
- Parcel 10
- List of properties with wetlands already
- Stormwater Project and Needs
- North of Poppleton Creek
- Old High School Property (firm legal opinion of eligibility and restrictions)
- List of existing property, including pocket parks, opportunities to expand and improve

ADDENDUM

Environmental Attorney Holmes sought approval to send a formal comment letter to express concerns about water quality and operational impacts of the C-44 reservoir plan.

9:01 PM MOTION: Approve.
MOVED BY: Eula Clarke
SECONDED BY: Laura Giobbi
Motion approved unanimously.

ADJOURNMENT

9:04 PM

Mary R. Kindel, City Clerk **Christopher Collins, Mayor**

Minutes to be approved at the Regular Commission Meeting this 23rd day of March, 2026.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 3/23/2026 **Prepared by:** Holly Vath

Title of Item:
AWARD OF RFP 2026-201 CITY OF STUART LANDSCAPE MAINTENANCE (RC):

RESOLUTION No. 18-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF RFP 2026-201, CITY OF STUART LANDSCAPE MAINTENANCE TO THE THREE MOST QUALIFIED FIRMS, BLUE MARLIN INVESTMENTS, INC. DBA CAYCO, BRIGHTVIEW LANDSCAPE SERVICES INC., AND YARD-NIQUE INC., DBA PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
This solicitation was advertised in the Palm Beach Post on November 22, 2025, and released simultaneously on OpenGov Procurement who notified one thousand one hundred thirty five (1,135) potential bidders. Forty-five (45) potential proposers downloaded the specifications. Six (6) proposals were received by the opening of 2:00 pm on January 12, 2026. There were 22 groups of maintenance areas. The three most qualified firms are recommended for award with specific groups.

Funding Source:
001-53534-230 - Repair and Maintenance

Recommended Action:
Approve Resolution 18-2026.

ATTACHMENTS:
1. R18-2026 RFP 2026-201 Landscape Maintenance
2. ITB 2026-201 Blue Marlin Contract
3. Blue Marlin - Exhibit A
4. Blue Marlin - Exhibit B
5. Blue Marlin - Exhibit D
6. ITB 2026-201 Brightview Contract
7. Brightview - Exhibit A
8. Brightview - Exhibit B
9. Brightview - Exhibit D
10. Yard-Nique - Exhibit A
11. Yard-Nique - Exhibit B
12. Yard-Nique - Exhibit D
13. Exhibit C - All Contracts RFP 2026-201 Landscape Maintenance

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION 18-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF RFP 2026-201, CITY OF STUART LANDSCAPE MAINTENANCE TO THE THREE MOST QUALIFIED FIRMS, BLUE MARLIN INVESTMENTS, INC. DBA CAYCO, BRIGHTVIEW LANDSCAPE SERVICES INC., AND YARD-NIQUE INC., DBA PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City entered into the competitive Request for Proposal process in order to solicit qualified contractors to submit proposals for Landscape Maintenance Services for twenty-two (22) distinct maintenance areas for Landscape Maintenance ("Project"); and

WHEREAS, the work will consist of providing all labor, materials, tools, equipment, transportation, hauling, dumping, fertilizers, insecticides, chemicals and incidentals necessary to perform landscape maintenance services in public areas throughout the City of Stuart.; and

WHEREAS, Blue Marlin Investments Inc, dba Cayco, Brightview Landscape Services Inc. and Yard-Nique, Inc. dba Precision Landscape Company of Palm Beach County responded to the Request for Proposal and are the three most qualified firms; and

WHEREAS, the City of Stuart desires to enter into agreements with Blue Marlin Investments Inc, dba Cayco, Brightview Landscape Services Inc. and Yard-Nique, Inc. dba Precision Landscape Company of Palm Beach County for the work under the Project; and

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

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

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

SECTION 2: The City Commission hereby approves the award of Request for Proposal 2026-201, the City of Stuart Landscape Maintenance to Blue Marlin Investments Inc, dba Cayco, Brightview Landscape Services Inc. and Yard-Nique, Inc. dba Precision Landscape Company of Palm Beach County.

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

SECTION 4: This resolution shall become effective immediately upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
CHRISTOPHER COLLINS, MAYOR				
SEAN REED, VICE MAYOR				
EULA R. CLARKE, COMMISSIONER				
LAURA GIOBBI, COMMISSIONER				
CAMPBELL RICH, COMMISSIONER				

ADOPTED this 23th day of March 2026.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
CHRISTOPHER COLLINS
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ.
CITY ATTORNEY

"STANDARD CONTRACT"

CONTRACTOR: **Blue Marlin Investments, Inc. dba Cayco**
8127 96th Ct S
Boynton Beach, FL 33472

PROJECT: **RFP 2026-201: CONTRACT FOR LANDSCAPE MAINTENANCE**

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the day **23rd day of March 2026** by and between **Blue Marlin Investments, Inc. dba Cayco, h**ereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for Landscape Maintenance Services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Landscape Maintenance Services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to provide Landscape Maintenance Services for maintenance areas specified in **Exhibit A.**

Section 1. Scope of Service

Contractor shall work with City staff in advising the City regarding Landscape Maintenance Services as rendered. The detailed scope of services to be performed and schedule of fees for those services is described in **Exhibit B** (Contractor's response to RFP #2026-201)

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor. Term of this contract shall be for an initial period of two (2) years with the option of three (3) additional one-year renewal periods, upon the mutual written agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

City will compensate Contractor for these Landscape Maintenance Services in accordance with Contractor's pricing schedule formalized in the Contractor's Price Proposal from original submittal to this solicitation which is attached hereto as **Exhibit B.** Contractor's pricing schedule may be updated annually prior to each optional renewal period, if requested within ninety (90) days prior to expiration and with City approval.

2.2 Invoices

Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City. Contractor shall invoice the City for the ten ($10.00) dollars for consideration of the indemnification clause contained in Section 9 herein and said invoice shall accompany the return of this signed Contract.

2.3 Payment

Payment for services rendered is due within thirty (30) days of receipt and approval of invoice by City. Payment is delinquent if not paid within forty-five (45) days of receipt and approval of invoice by City.

Section 3. Guarantee

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any damage caused during the work. Contractor further guarantees the successful performance of the work for the service intended. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

Section 4. Audit

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

Section 5. Contractor Responsibility

5.1 Independent Contractor

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

5.2 Responsibility for Work

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

5.3 Contractor's Records

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

Section 6. Termination

6.1 Termination for Convenience

Either party upon a thirty (30) days written notice to the other party may terminate this Contract. In the event of termination for convenience, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses. Upon delivery of said notice, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party contracts.

6.2 Termination for Cause

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirement(s) of the Contract. If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, or if Contractor should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the Contractor seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and its sureties shall be liable to the City for any additional cost incurred by the City in its completion of the work.

6.3 Excusable Delays

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of the materials due to: (1) any acts of the federal government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency; (2) any adverse acts of the City; (3) causes not reasonably foreseeable by the parties at the time of execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, fires, floods, tornadoes, hurricanes, and other extreme weather conditions; and (4) any delay of any Subcontractor due to any of the above-mentioned causes. However, the Contractor must promptly notify the City in writing within two days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and terms of this Contract, the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

Section 7. Notice Obligations

7.1 Whenever either party desires to give notice to the other, such notice must be in writing in at least one for the following methods: (a) Overnight courier, such as FedEx or UPS, with a request for receipt acknowledgment; or (b) Email addresses listed here within this section, and any subsequent email address provided by either party for purposes of notice under this Contract.

Notice for City:
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
ATTN: City Manager
Email: manager@stuartfl.gov

Notice for Contractor:
Daniel Gonzalez
8127 96th Ct S
Boynton Beach, FL 33472
Email: dgonzalez@cayco.us

7.2 Project Manager

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is Jeff Coleman Sanitation and Asset Manager.

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

Daniel Gonzalez
8127 96th Ct S
Boynton Beach, FL 33472
Email: dgonzalez@cayco.us
866-203-2292

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

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

8.2 Assignment of Interest in Contract

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

8.3 Other Entity Use

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

8.4 Inspection

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

8.5 Rights and Benefits

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

Section 9. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify defend and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, for personal, economic, bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract or from and against any claims and losses. This indemnification shall survive the termination of this Contract. Specific consideration for this indemnity is $10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 10. Insurance.

10.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in the City's Invitation to Bid which is attached hereto as **Exhibit C.** Such certificate must contain a provision for notification to the City thirty (30) days in advance of any material change or cancellation. The City by and through its Risk Management, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best 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 the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All third party contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements. The Contractor shall be responsible for ensuring that all independent contractors and/or subcontractors comply with the same insurance requirements referenced above. The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates, bond, and other documentation may be cause for the annulment of the award.

10.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this Contract and shall be subject to the City's approval for adequacy.

Section 11. Professional Standards

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 12. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available. The Contractor acknowledges that the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Commission. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

Section 13. General Conditions

13.1 Venue in Martin County

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

13.2 Laws of Florida

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

13.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the City in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

13.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation. The mediation shall take place within a reasonable period of time of the request by either party.

13.5 Contract Amendment

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

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

13.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the Contractor that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. 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.

13.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under Section 768.28, Florida Statutes.

13.8 Severability

The parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any government or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation or decision, the provision, section, sentence, word, clause or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause or combination thereof as may be valid and consistent with the intent of the parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

13.9 Entire Contract

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

13.10 Public Entity Crimes and Scrutinized Companies

As provided in Sections 287.132 & 287.133, Florida Statutes, as amended from time to time, by entering into this Contract, Contractor certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list within the thirty-six (36) months immediately preceding the date hereof.

As provided in Section 287.132, Florida Statutes, as amended from time to time, by entering into this Contract, the Contractor certifies that it is not participating in a boycott of Israel. The City and the Contractor agree that the City will have the right to terminate this Contract if the Contractor is found to have been placed on the Scrutinized Companies and Boycott Israel List or is engaged in a boycott of Israel.

Section 14. Public Records

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

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

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

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

D. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

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

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

1. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

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

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

Section 15. Exhibits

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

Exhibit A – Maintenance Areas

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

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

Exhibit D – Certificate of Insurance

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page

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

CITY OF STUART, FLORIDA

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
ROSAMOND JOHNSON STRONG
INTERIM CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ.
CITY ATTORNEY

CONTRACTOR

_____
(Signature)

_____
Printed Name

_____
Title

Blue Marlin Investments Contract Exhibit A

	Blue Marlin Investments, Inc dba CAYCO
Line Item	Total
Group 2 - Stuart Flagler Avenue Center, Park & Feed Store	$21,582.00
Group 3 – Evans Crary Bridge medians, ROW's and retention ponds	$7,919.52
Group 4 – Riverside Drive Median Landscape (Including Pelican, Lark, Mango, Martin, Riverside & Menninger Park	$35,228.76
Group 8 – Palm Beach Road Medians And Swales Landscape	$19,226.64
Group 12 – Public Safety Complex	$14,321.88
Group 13 – Moore's Cemetery	$9,654.60
Group 19 – Fire Station III 3473 NW Green River Pkwy	$7,769.88
Group 22 -Sailfish Park/Ball Fields	$32,724.00
	$148,427.28

[BLUE MARLIN INVESTMENTS, INC DBA CAYCO] RESPONSE DOCUMENT REPORT

RFP No. 2026-201

Landscape Maintenance Services

RESPONSE DEADLINE: January 12, 2026 at 3:00 pm

Report Generated: Monday, January 12, 2026

Blue Marlin Investments, Inc dba CAYCO Response

CONTACT INFORMATION

Company:
Blue Marlin Investments, Inc dba CAYCO

Email:
dgonzalez@cayco.us

Contact:
Daniel Gonzalez

Address:
8127 96th Ct S
Boynton Beach, FL 33472

Phone:
N/A

Website:
www.caycolandscaping.com

Submission Date:
Jan 5, 2026 6:51 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Dec 23, 2025 4:55 PM by Danie Gonzalez

Addendum #2
Confirmed Jan 5, 2026 6:50 PM by Danie Gonzalez

Addendum #3
Confirmed Jan 5, 2026 6:51 PM by Danie Gonzalez

QUESTIONNAIRE

1. Contact Form
Please download the below documents, complete, and upload.

- Contact_Information.pdf

CAYCO_Contact_Information.pdf

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

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

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

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

Confirmed

3. Safety Standards Certification*

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

- Safety_Standards_Certificat...

CAYCO_Safety_Standards_Certification.pdf

4. References Form*

Please download the below documents, complete, and upload.

- Refernces_Form.pdf

CAYCO_References_Form.pdf

5. Schedule of Subcontractors Participation *

Please download the below documents, complete, and upload.

- Schedule_of_Subcontractors_...

CAYCO_Schedule_of_Subcontractors_Participation.pdf

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

Please download the below documents, complete, and upload.

- Sworn_Statement_Pursuant_to...

CAYCO_Sworn_Statement_Pursuant_to_Section_287.133(3)(a).pdf

7. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

- Drug_Free_Work_Cert.pdf

CAYCO_Drug-Free_Workplace_Certification.pdf

8. Public Entity Crimes*

Please download the below documents, complete, and upload.

- Public_Entitiy_Crimes_.pdf

CAYCO_Public_Entity_Crimes.pdf

9. Suspended Vendor List*

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

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

Please identify your legal company name here:

Blue Marlin Investments, Inc.
Click to Verify *Value will be copied to clipboard*

10. Scrutinized List of Prohibited Companies List*

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

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

Please identify your legal company name here:

Blue Marlin Investments, Inc.
Click to Verify *Value will be copied to clipboard*

11. Supplier/Consultant acknowledges and agrees to E-Verify*

Please download the below documents, complete, and upload.

- E-Verify_Form.pdf

CAYCO_E-Verify_Form.pdf

12. Upload Proposal*

Upload your proposal

CAYCO_City_of_Stuart_RFB_2026-201.pdf

PRICE TABLES

TABLE 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 1 - Sailfish Circle					
1	Turf Grasses	12	Monthly	$300.00	$3,600.00
2	Control Weeds	12	Monthly	$104.50	$1,254.00
3	Pruning Trees & Shrubs (under 8')	12	Monthly	$165.00	$1,980.00
4	Pruning Trees & Shrubs (over 8')	12	Monthly	$26.50	$318.00
5	Mulching	12	Monthly	$45.00	$540.00
6	Fertilizing	12	Monthly	$21.55	$258.60
7	Herbicides, Insecticides & Sterilants	12	Monthly	$36.00	$432.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 2 - Stuart Flagler Avenue Center, Park & Feed Store					
8	Turf Grasses	12	Monthly	$682.50	$8,190.00
9	Control Weeds	12	Monthly	$34.00	$408.00
10	Pruning Trees & Shrubs (under 8')	12	Monthly	$330.00	$3,960.00
11	Pruning Trees & Shrubs (over 8')	12	Monthly	$358.00	$4,296.00
12	Mulching	12	Monthly	$350.00	$4,200.00
13	Fertilizing	12	Monthly	$30.00	$360.00
14	Herbicides, Insecticides & Sterilants	12	Monthly	$14.00	$168.00
Group 3 – Evans Crary Bridge medians, ROW's and retention ponds					
15	Turf Grasses	12	Monthly	$231.75	$2,781.00
16	Control Weeds	12	Monthly	$35.55	$426.60
17	Pruning Trees & Shrubs (under 8')	12	Monthly	$308.45	$3,701.40
18	Pruning Trees & Shrubs (over 8')	12	Monthly	$22.60	$271.20
19	Mulching	12	Monthly	$25.60	$307.20
20	Fertilizing	12	Monthly	$20.15	$241.80
21	Herbicides, Insecticides & Sterilants	12	Monthly	$15.86	$190.32

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 4 – Riverside Drive Median Landscape (Including Pelican, Lark, Mango, Martin, Riverside & Menninger Park					
22	Turf Grasses	12	Monthly	$828.75	$9,945.00
23	Control Weeds	12	Monthly	$136.50	$1,638.00
24	Pruning Trees & Shrubs (under 8')	12	Monthly	$1,205.58	$14,466.96
25	Pruning Trees & Shrubs (over 8')	12	Monthly	$95.00	$1,140.00
26	Mulching	12	Monthly	$550.00	$6,600.00
27	Fertilizing	12	Monthly	$87.90	$1,054.80
28	Herbicides, Insecticides & Sterilants	12	Monthly	$32.00	$384.00
Group 5 – East 10Th Street Community Center Landscape					
29	Turf Grasses	12	Monthly	$240.50	$2,886.00
30	Control Weeds	12	Monthly	$36.00	$432.00
31	Pruning Trees & Shrubs (under 8')	12	Monthly	$143.69	$1,724.28
32	Pruning Trees & Shrubs (over 8')	12	Monthly	$15.00	$180.00
33	Mulching	12	Monthly	$91.55	$1,098.60
34	Fertilizing	12	Monthly	$27.89	$334.68
35	Herbicides, Insecticides & Sterilants	12	Monthly	$18.00	$216.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 6 – Seven Retention Ponds On Both Sides Of The Roosevelt Bridge					
36	Turf Grasses	12	Monthly	$1,240.00	$14,880.00
37	Control Weeds	12	Monthly	$55.00	$660.00
38	Pruning Trees & Shrubs (under 8')	12	Monthly	$157.50	$1,890.00
39	Pruning Trees & Shrubs (over 8')	12	Monthly	$155.00	$1,860.00
40	Mulching	12	Monthly	$80.00	$960.00
41	Fertilizing	12	Monthly	$35.00	$420.00
42	Herbicides, Insecticides & Sterilants	12	Monthly	$15.00	$180.00
Group 7 – Us #1 From Indian St. To Baker Road Including Median At Sr 5A Cutoff Road, Median At Palm City Rd. And Roosevelt Bridge Concrete Medians (North And South Side)					
43	Turf Grasses	12	Monthly	$960.00	$11,520.00
44	Control Weeds	12	Monthly	$235.00	$2,820.00
45	Pruning Trees & Shrubs (under 8')	12	Monthly	$1,258.00	$15,096.00
46	Pruning Trees & Shrubs (over 8')	12	Monthly	$310.00	$3,720.00
47	Mulching	12	Monthly	$456.00	$5,472.00
48	Fertilizing	12	Monthly	$86.60	$1,039.20
49	Herbicides, Insecticides & Sterilants	12	Monthly	$85.56	$1,026.72

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 8 – Palm Beach Road Medians And Swales Landscape					
50	Turf Grasses	12	Monthly	$696.63	$8,359.56
51	Control Weeds	12	Monthly	$159.00	$1,908.00
52	Pruning Trees & Shrubs (under 8')	12	Monthly	$578.00	$6,936.00
53	Pruning Trees & Shrubs (over 8')	12	Monthly	$30.00	$360.00
54	Mulching	12	Monthly	$65.00	$780.00
55	Fertilizing	12	Monthly	$34.59	$415.08
56	Herbicides, Insecticides & Sterilants	12	Monthly	$39.00	$468.00
Group 9 – Water Plant					
57	Turf Grasses	12	Monthly	$380.00	$4,560.00
58	Control Weeds	12	Monthly	$216.89	$2,602.68
59	Pruning Trees & Shrubs (under 8')	12	Monthly	$315.00	$3,780.00
60	Pruning Trees & Shrubs (over 8')	12	Monthly	$40.00	$480.00
61	Mulching	12	Monthly	$45.00	$540.00
62	Fertilizing	12	Monthly	$95.00	$1,140.00
63	Herbicides, Insecticides & Sterilants	12	Monthly	$19.65	$235.80

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 10 – Colorado Mini-Park & Kiwanis Park and Ride (Located on Colorado Avenue from US 1 to SE Dixie Highway					
64	Turf Grasses	12	Monthly	$256.69	$3,080.28
65	Control Weeds	12	Monthly	$80.75	$969.00
66	Pruning Trees & Shrubs (under 8')	12	Monthly	$182.50	$2,190.00
67	Pruning Trees & Shrubs (over 8')	12	Monthly	$220.00	$2,640.00
68	Mulching	12	Monthly	$85.48	$1,025.76
69	Fertilizing	12	Monthly	$18.00	$216.00
70	Herbicides, Insecticides & Sterilants	12	Monthly	$15.00	$180.00
Group 11 – Kanner Highway From Us-1 To Monterey Road					
71	Turf Grasses	12	Monthly	$38.96	$467.52
72	Control Weeds	12	Monthly	$255.00	$3,060.00
73	Pruning Trees & Shrubs (under 8')	12	Monthly	$336.98	$4,043.76
74	Pruning Trees & Shrubs (over 8')	12	Monthly	$24.59	$295.08
75	Mulching	12	Monthly	$150.00	$1,800.00
76	Fertilizing	12	Monthly	$35.58	$426.96
77	Herbicides, Insecticides & Sterilants	12	Monthly	$30.00	$360.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 12 – Public Safety Complex					
78	Turf Grasses	12	Monthly	$400.00	$4,800.00
79	Control Weeds	12	Monthly	$216.00	$2,592.00
80	Pruning Trees & Shrubs (under 8')	12	Monthly	$218.50	$2,622.00
81	Pruning Trees & Shrubs (over 8')	12	Monthly	$25.00	$300.00
82	Mulching	12	Monthly	$155.00	$1,860.00
83	Fertilizing	12	Monthly	$18.99	$227.88
84	Herbicides, Insecticides & Sterilants	12	Monthly	$160.00	$1,920.00
Group 13 – Moore's Cemetery					
85	Turf Grasses	12	Monthly	$480.00	$5,760.00
86	Control Weeds	12	Monthly	$119.00	$1,428.00
87	Pruning Trees & Shrubs (under 8')	12	Monthly	$68.99	$827.88
88	Pruning Trees & Shrubs (over 8')	12	Monthly	$45.00	$540.00
89	Mulching	12	Monthly	$38.56	$462.72
90	Fertilizing	12	Monthly	$28.50	$342.00
91	Herbicides, Insecticides & Sterilants	12	Monthly	$24.50	$294.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 14 – Poppleton Creek Park & Dog Park (On Central Parkway)					
92	Turf Grasses	12	Monthly	$678.54	$8,142.48
93	Control Weeds	12	Monthly	$95.00	$1,140.00
94	Pruning Trees & Shrubs (under 8')	12	Monthly	$18.50	$222.00
95	Pruning Trees & Shrubs (over 8')	12	Monthly	$180.66	$2,167.92
96	Mulching	12	Monthly	$10.50	$126.00
97	Fertilizing	12	Monthly	$20.30	$243.60
98	Herbicides, Insecticides & Sterilants	12	Monthly	$18.00	$216.00
Group 15 – Dixie Highway Landscaping Phase I & II From Monterey Road To Lincoln Ave					
99	Turf Grasses	12	Monthly	$540.00	$6,480.00
100	Control Weeds	12	Monthly	$143.56	$1,722.72
101	Pruning Trees & Shrubs (under 8')	12	Monthly	$826.00	$9,912.00
102	Pruning Trees & Shrubs (over 8')	12	Monthly	$360.58	$4,326.96
103	Mulching	12	Monthly	$390.58	$4,686.96
104	Fertilizing	12	Monthly	$135.58	$1,626.96
105	Herbicides, Insecticides & Sterilants	12	Monthly	$30.00	$360.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 16 – Amerigo Avenue Retention Ponds & Median From Weir Street To Riverside Drive					
106	Turf Grasses	12	Monthly	$235.00	$2,820.00
107	Control Weeds	12	Monthly	$33.25	$399.00
108	Pruning Trees & Shrubs (under 8')	12	Monthly	$136.00	$1,632.00
109	Pruning Trees & Shrubs (over 8')	12	Monthly	$40.00	$480.00
110	Mulching	12	Monthly	$75.58	$906.96
111	Fertilizing	12	Monthly	$25.60	$307.20
112	Herbicides, Insecticides & Sterilants	12	Monthly	$25.60	$307.20
Group 17 – Fraizer Creek Ditch					
113	Turf Grasses	12	Monthly	$200.00	$2,400.00
Group 18 – East Ocean Median & Row From Georgia Ave To Colorado Avenue					
114	Turf Grasses	12	Monthly	$225.00	$2,700.00
115	Control Weeds	12	Monthly	$235.00	$2,820.00
116	Pruning Trees & Shrubs (under 8')	12	Monthly	$225.00	$2,700.00
117	Pruning Trees & Shrubs (over 8')	12	Monthly	$50.00	$600.00
118	Mulching	12	Monthly	$60.00	$720.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
119	Fertilizing	12	Monthly	$10.55	$126.60
120	Herbicides, Insecticides & Sterilants	12	Monthly	$10.55	$126.60
Group 19 – Fire Station III 3473 NW Green River Pkwy					
121	Turf Grasses	12	Monthly	$256.00	$3,072.00
122	Control Weeds	12	Monthly	$35.50	$426.00
123	Pruning Trees & Shrubs (under 8')	12	Monthly	$134.00	$1,608.00
124	Pruning Trees & Shrubs (over 8')	12	Monthly	$48.00	$576.00
125	Mulching	12	Monthly	$116.74	$1,400.88
126	Fertilizing	12	Monthly	$31.65	$379.80
127	Herbicides, Insecticides & Sterilants	12	Monthly	$25.60	$307.20
Group 20 - Turf Grass And Management Of Vegetation One Cut Per Month					
128	Substation Ditch At 5 A Cutoff Road/Dixie Hwy	12	Monthly	$150.00	$1,800.00
129	Baker Road From Green River Pkwy. To Savannah Road-	12	Monthly	$192.00	$2,304.00
130	Dixie Hwy. (SR707) From Green River Pkwy. To Cardinal Avenue	12	Monthly	$128.00	$1,536.00
131	Dixie Hwy. (SR707) From Palm Street To Greenriver Pkwy	12	Monthly	$128.00	$1,536.00
132	Kingswood Terrace From Monterey Road To Dead End	12	Monthly	$128.00	$1,536.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 21- Water Reclamation Plant - 301 Stypmann Blvd					
133	Turf Grasses	12	Monthly	$240.00	$2,880.00
134	Control Weeds	12	Monthly	$180.00	$2,160.00
135	Pruning Trees & Shrubs (under 8')	12	Monthly	$155.00	$1,860.00
136	Pruning Trees & Shrubs (over 8')	12	Monthly	$40.00	$480.00
137	Mulching	12	Monthly	$105.00	$1,260.00
138	Fertilizing	12	Monthly	$54.69	$656.28
Group 22 -Sailfish Park/Ball Fields					
139	Mowing Bermuda Turf	12	Monthly	$1,948.00	$23,376.00
140	Mowing Common Grounds	12	Monthly	$544.00	$6,528.00
141	Field Edging	12	Monthly	$200.00	$2,400.00
142	Fire Ant Control	12	Monthly	$35.00	$420.00
TOTAL					**$337,745.64**

CONTACT INFORMATION

Company Name:	Blue Marlin Investments, Inc. dba CAYCO
Contact Name:	Daniel Gonzalez
Contact Title:	President
Contact Phone Number:	866-203-CAYCO (2292)
Contact email:	info@cayco.us

City of Stuart

SAFETY STANDARDS CERTIFICATION

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

Signed, Sealed and Witnessed in the Presence of:

DATE: 12/13/25

FOR: Blue Marlin Investments, Inc. dba CHICO
(Firm Name)

(Witness)

BY:
(Signature)

(Witness)

President
(Title)

(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this 13th day of December 2025,
known to me, or identified as
in the City of Davie, County of Broward, State of Florida.

Signed: Notary Public

My Commission Expires: August 30th, 2029.

(Affix Seal)

ALEJANDRO PEREIRA
Notary Public-State of Florida
Commission # HH 680990
My Commission Expires
August 30, 2029

City of Stuart

REFERENCE FORM

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

#1 REFERENCE

Company/Entity Name:	The City of Boynton Beach
Address	222 NE 9th St.
City	Boynton Beach, State FL Zip Code 33435
Contact Name:	Mr. Maurice Permenter Title: Parks Supervisor
Phone No:	561-742-6206 Fax: Email: Permenter M@bbfl.us
Date of Service or Contract Period:	2018 - Present Location Palm Beach County
Summary of Services Performed (*)	Governmental or Private

(*) Landscape maintenance, design & installation, fertilization, pest control, tree trimming, irrigation, trash mgmt.

#2 REFERENCES

Company/Entity Name:	The City of Coconut Creek
Address	4900 W. Copans Rd
City	Coconut Creek, State FL Zip Code 33063
Contact Name:	Mr. John Tetteris Title: Public Works Superintendent
Phone No:	954-545-6612 Fax: Email: JTetteris@coconutcreek.net
Date of Service or Contract Period:	2025 - Present Location Broward County
Summary of Services Performed (*)	Governmental or Private

(*) Landscape maintenance, fertilization, pest control and tree trimming.

#3 REFERENCES

Company/Entity Name:	City of Parkland
Address	6600 University Dr
City	Parkland, State FL Zip Code 33067
Contact Name:	Mr. Anthony Scerbo Title: Public Works Superintendent
Phone No:	954-757-4187 Fax: Email: ascerbo@cityofparkland.org
Date of Service or Contract Period:	2022 - Present Location Broward County
Summary of Services Performed (*)	Governmental or Private

(*) Landscape maintenance, design & installation, irrigation

Company Name Blue Marlin Investments, Inc. dba CAVO

City of Stuart

SCHEDULE OF SUBCONTRACTORS PARTICIPATION

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

Name of Subcontractor: N/A

Contact Name: N/A

Address, City, State, Zip, Phone: N/A

Type of Work to be Performed: N/A

License No. N/A Percentage of Work N/A %

Name of Subcontractor: N/A

Contact Name: N/A

Address, City, State, Zip, Phone: N/A

Type of Work to be Performed: N/A

License No. N/A Percentage of Work N/A %

Name of Subcontractor: N/A

Contact Name: N/A

Address, City, State, Zip, Phone: N/A

Type of Work to be Performed: N/A

License No. N/A Percentage of Work N/A %

Company Name Blue Marlin Investments, Inc. dba CAYO

City of Stuart

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

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

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

   by: Daniel Gonzalez / President

   (print individual's name and title)

   for: Blue Marlin Investments, Inc. dba CRYCO

   (print name of entity submitting sworn statement)

   whose business address is: 8127 96th Cts, Boynton Beach, FL 33472

   and (if applicable) its Federal Employer Identification Number (FEIN) is: 30-0962212

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

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

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

☑ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

Signature

Sworn to and subscribed before me this 13th day of December, 2025.

Personally known _____ OR Produced Identification X

Type of Identification PC DL

Notary Public – State of Florida

My Commission Expires: August 30th, 2029

SEAL OR STAMP

ALEJANDRO PEREIRA
Notary Public-State of Florida
Commission # HH 680990
My Commission Expires
August 30, 2029

DRUG-FREE WORKPLACE CERTIFICATION

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

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

This Certification is submitted by Daniel Gonzalez
(Individual's Name)

Of Blue Marlin Investments, Inc. dba CAYCO
(Name of Company)

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

12/15/25
Date

Signature

Public Entity Crimes Form
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

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

Acknowledged by:

Blue Marlin Investments, Inc. dba CAYCO
Company Name

Signature

Daniel Gonzalez / President
Name and title (Print or Type)

12/15/25
Date

E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and

2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

E-Verify Company Identification Number 2501632

Date of Authorization May 2023

Name of Contractor Blue Marlin Investments, Inc. dba CAYCO

Name of Project Landscape Maintenance Services

Solicitation Number #2026-201
(If Applicable)

Signature of Authorized Officer or Agent

David Gonzalez / President
Printed Name and Title of Authorized Officer or Agent

Cayco

Landscape Services

City of Stuart

Landscape Maintenance Services

RFB 2026-201

January 8, 2026

Letter of Transmittal



January 7, 2026

Ms. Holly Vath
Purchasing
City of Stuart
212 SW Flagler Avenue
Stuart, FL 34994

RE: Letter of Transmittal – Request for Proposal #2026-201

Dear Ms. Vath,

On behalf of Blue Marlin Investments, Inc., doing business as CAYCO, I am pleased to submit this proposal in response to the City of Stuart's Request for Proposals for Landscape Maintenance throughout the City of Stuart.

CAYCO fully understands the scope of work required under this RFP, including the responsibility to maintain highly visible and public-facing landscapes such as rights-of-way, roadway medians, gateways, parks, municipal facilities, and other public spaces that contribute to the City of Stuart's character, safety, and community pride. We recognize the City of Stuart's unique identity as a historic, coastal city and the importance of maintaining landscapes that are safe, attractive, resilient, and environmentally responsible for residents, businesses, and visitors alike.

The project includes providing all labor, materials, tools, equipment, transportation, hauling, dumping, fertilizers, insecticides, chemicals, mulch, and incidentals necessary to perform comprehensive landscape maintenance services. CAYCO acknowledges that all landscape maintenance activities within the public right-of-way (ROW) must be performed in strict accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook), as well as all applicable City of Stuart, Martin County, State of Florida, and federal regulations.

Established in 2004, CAYCO is a full-service commercial and government landscape contractor with 157 employees operating in the Treasure Coast, Palm Beach, Broward and Miami-Dade counties. Our staff is available 24 hours a day, seven days a week, ensuring rapid response to weather events, emergencies, and special City needs.

CAYCO brings extensive experience maintaining municipal landscapes, roadway corridors, medians, swales, shoulders, parks, marinas, and government facilities. Our proactive maintenance approach emphasizes public safety, plant health, irrigation efficiency, and consistent visual quality across all maintained areas.

1860 SW Fountainview Blvd, Ste 100, Port Saint Lucie, FL 34986 ● Tel 866-203-CAYCO (2292) ● info@cayco.us
www.caycolandscaping.com



I, Daniel Gonzalez, President of Blue Marlin Investments, Inc., d/b/a CAYCO, am authorized to contractually bind the company and hereby affirm our commitment to perform the services as proposed.

Respectfully submitted,

Daniel Gonzalez
President
Blue Marlin Investments, Inc.
d/b/a CAYCO

1860 SW Fountainview Blvd, Ste 100, Port Saint Lucie, FL 34986 ● Tel 866-203-CAYCO (2292) ● info@cayco.us
www.caycolandscaping.com

Table of Contents

- Tab 1: Experience/Knowledge/Qualifications
- Tab 2: Operational Plan
- Tab 3: Insurance
- Tab 4: Past Performance in similar activities in Florida
- Appendix

Statement of Interest, Knowledge and Resources

- Blue Marlin Investments, Inc., d/b/a CAYCO, has a strong interest in providing landscape maintenance services for the City of Stuart and is fully committed to maintaining the City's highly visible public assets, including rights-of-way, medians, parks, gateways, and municipal facilities, in a safe, attractive, and environmentally responsible manner.

- Established in 2004, CAYCO brings extensive experience in municipal and government landscape maintenance and a thorough understanding of Florida's coastal growing conditions, storm preparedness, irrigation efficiency, and public safety requirements, including full compliance with the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook).

- With 157 trained employees, licensed and certified professionals, dedicated management oversight, and the necessary equipment and resources, CAYCO is fully prepared to provide all labor, materials, tools, and services required under this RFP, including 24/7 responsiveness to emergencies and special City needs. We are confident in our ability to deliver timely, dependable, and high-quality landscape maintenance services that meet and exceed the City of Stuart's expectations.



Company Overview

- CAYCO is a full service, commercial lawn maintenance company offering landscape services to government, commercial properties, apartment complexes and HOA's
- Locations:
  - South Florida Branch: 8127 96th Ct S, Boynton Beach, FL 33472
  - Treasure Coast Branch: 1860 SW Fountainview Blvd, Ste 100, Port Saint Lucie, FL 34986
  - Project Team for the City of Stuart will be based out of Port Saint Lucie
- Service Areas: Treasure Coast, Palm Beach, Broward and Miami-Dade Counties
- Year Established: 2004
- Employees: 157



Our Services



Maintenance



Design,
Installation and Nursery



Irrigation &
Rust Control

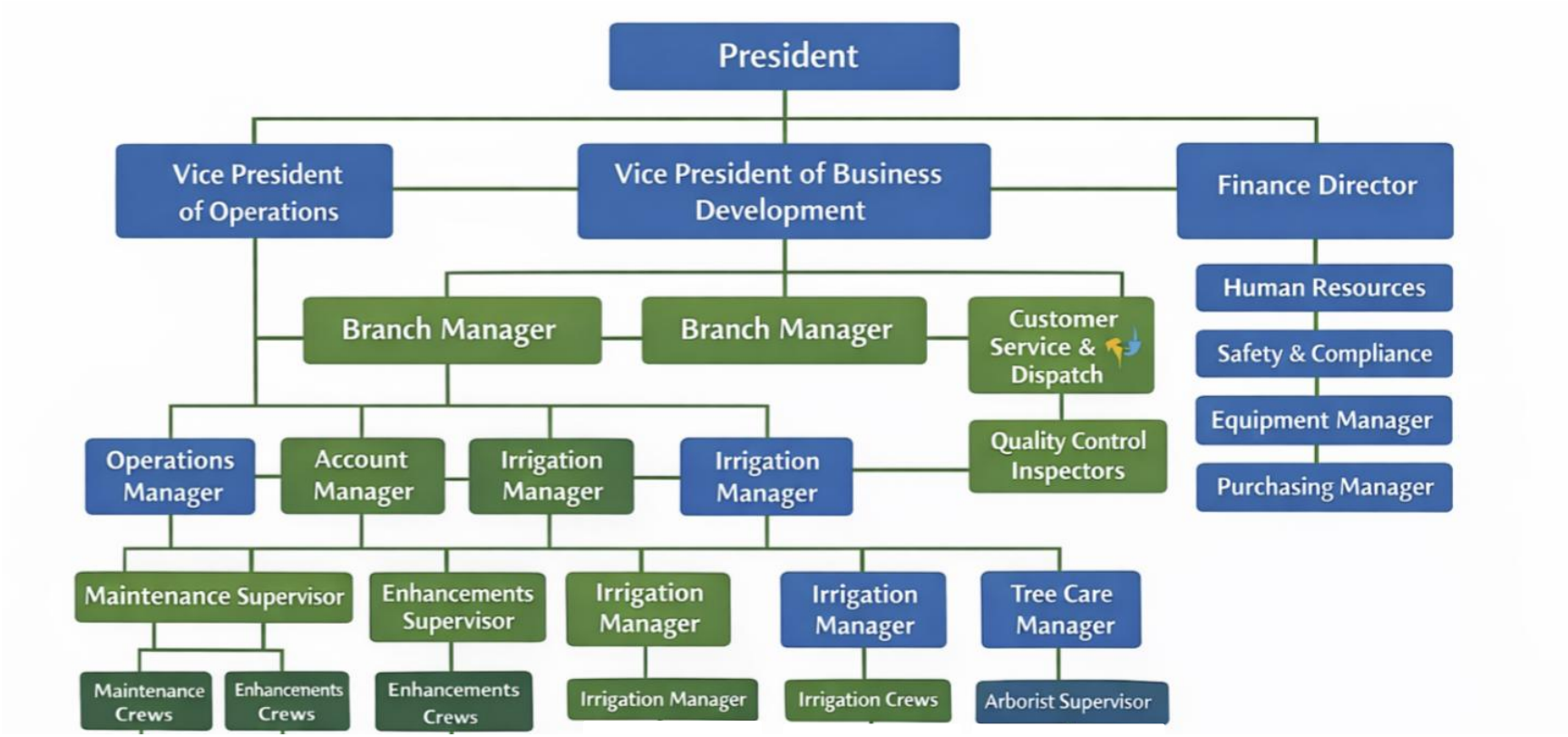


Tree Care &
Trimming



Pest Control &
Fertilization

CAYCO's Organizational Structure



Our Vision, Mission and Values

VISION STATEMENT

The world is changing all around us. To continue to survive as a business over the next five years and beyond, we must look ahead, at the trends and forces that will shape our business in the future and move quickly to prepare for what's to come. We must get ready for tomorrow today and realize our full potential for the future.

OUR MISSION

Is enduring. It declares our purpose as a company and serves as the standard against which we weigh our actions and decisions.

- ❑ Provide quality services
- ❑ Remain responsive to change
- ❑ Have the courage to change course when needed
- ❑ Work efficiently
- ❑ Focus on needs of our clients



Our Vision, Mission and Values

OUR VISION

Our vision guides every aspect of our business by describing what we need to accomplish in order to continue achieving sustainable, quality growth.

- ❑ A great place to work where people are inspired to be the best they can be.
- ❑ Reward our people for taking risks and finding better ways.
- ❑ Bring to the market place a portfolio of services that it desires and needs.
- ❑ Responsible company that makes a difference by helping build and support communities.
- ❑ Maximize long-term profits while being mindful of our overall responsibilities to our clients.
- ❑ Be a highly effective, lean and fast–moving organization.



OUR VALUES

Our values describe how we behave in the world.

- ❑ Honesty
- ❑ Knowledge
- ❑ Working Hard
- ❑ Diversity
- ❑ Helpfulness
- ❑ Preserving the Environment
- ❑ Quality

Practical Experience - Government Clients

2018-Present: Tree Services, Installations, Maintenance, Irrigation, Pest Control, Trash Management

2025-Present: Tree Services, Maintenance, Fertilization and Pest Control

2022-Present: Installations, Maintenance, Irrigation

2021-Present: Tree and Installation Services

2022-Present: Maintenance, Trash Management

References – Government Clients

The City of Boynton Beach
Address: 222 NE 9th St, Boynton Beach, FL 33435
Name: Mr. Maurice Permenter
Title: Parks Supervisor
Phone Number: 561.742.6206
Email address: PermenterM@bbfl.us
Project Term: 2018-Present
Types of Work: Landscape maintenance, design & installation, fertilization, pest control, tree trimming, irrigation, trash management

The City of Coconut Creek
Address: 4900 W. Copans Road, Coconut Creek F.L. 33063
Name: Mr. John Tetteris
Title: Public Works Superintendent
Phone Number: 954.545.6612
Email address: JTetteris@CoconutCreek.net
Project Term: 2025-Present
Types of Work: Landscape maintenance, fertilization, pest control and tree trimming

City of Parkland
Address: 6600 University Drive, Parkland, FL 33067
Name: Anthony Scerbo
Title: Public Works Superintendent
Phone Number: 954.757.4187
Email address: ascerbo@cityofparkland.org
Project Term: 2022-Present
Types of Work: Landscape maintenance, design & installation, irrigation

Practical Experience – Commercial, HOA's and Apartment Complexes



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BENCHMARK
PROPERTY MANAGEMENT, INC.
Serving South Florida Communities Since 1987

Scully COMPANY

morgan

Cayco

Our Clients













Our Credentials

- ISA Certified Arborist
  - ISA Prescription Pruning Qualification
- GI-BMP Certification
- FNGLA Certified Horticulture Professional
- Certified Pest Control Operator Lawn & Ornamental
- Limited Commercial Fertilizer Applicator Certificate
- Certified Irrigation Contractor
- Certificate of Competency for Tree Trimming
- Certificate of Advanced Tree Trimming
- Commercial Landscape Maintenance Holder
- LIAF Certified Landscape Inspector
- Member Landscape Maintenance Association
- Member International Society of Arboriculture
- Member FNGLA
- FNGLA Certified Maintenance Operator.
- Member SEFAA

Our Work – Maintenance



Our Work – Tree Services



Our Work – Irrigation

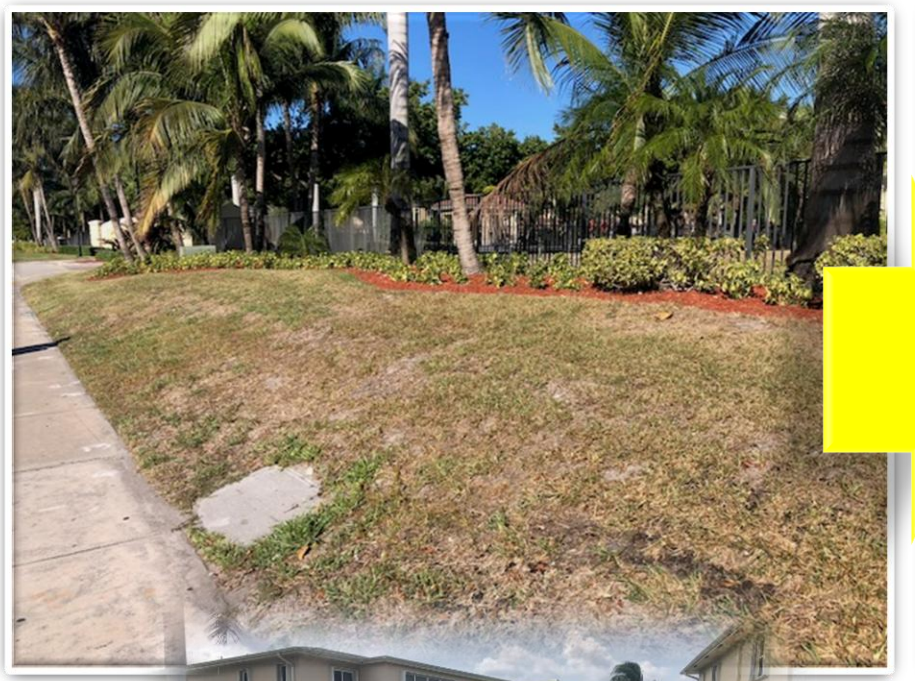








Our Work – Fertilization & Pest Control



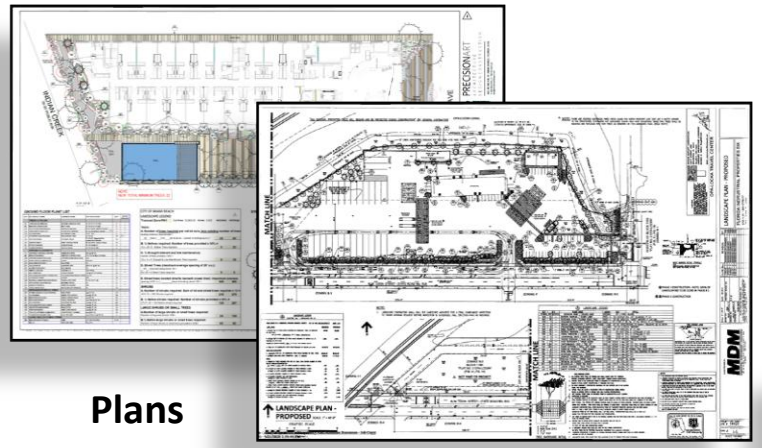






Cayco

Our Work – Design & Installation



Plans



Designs





Our Work – Nursery Services

FNGLA
FLORIDA NURSERY, GROWERS AND LANDSCAPE ASSOCIATION
Leading Florida's Green Industry

Cayco
Nursery Services



Why Cayco?

- Proactive approach to landscaping and customer service
  - Property reports
  - 24/7 customer service
  - Fast response times and attention to detail

- Knowledge and experience
  - Specialized in commercial and government landscape services
  - Licensed professionals

- Large and established company
  - One-stop shop for landscaping
  - Trustworthy, professional and reliable

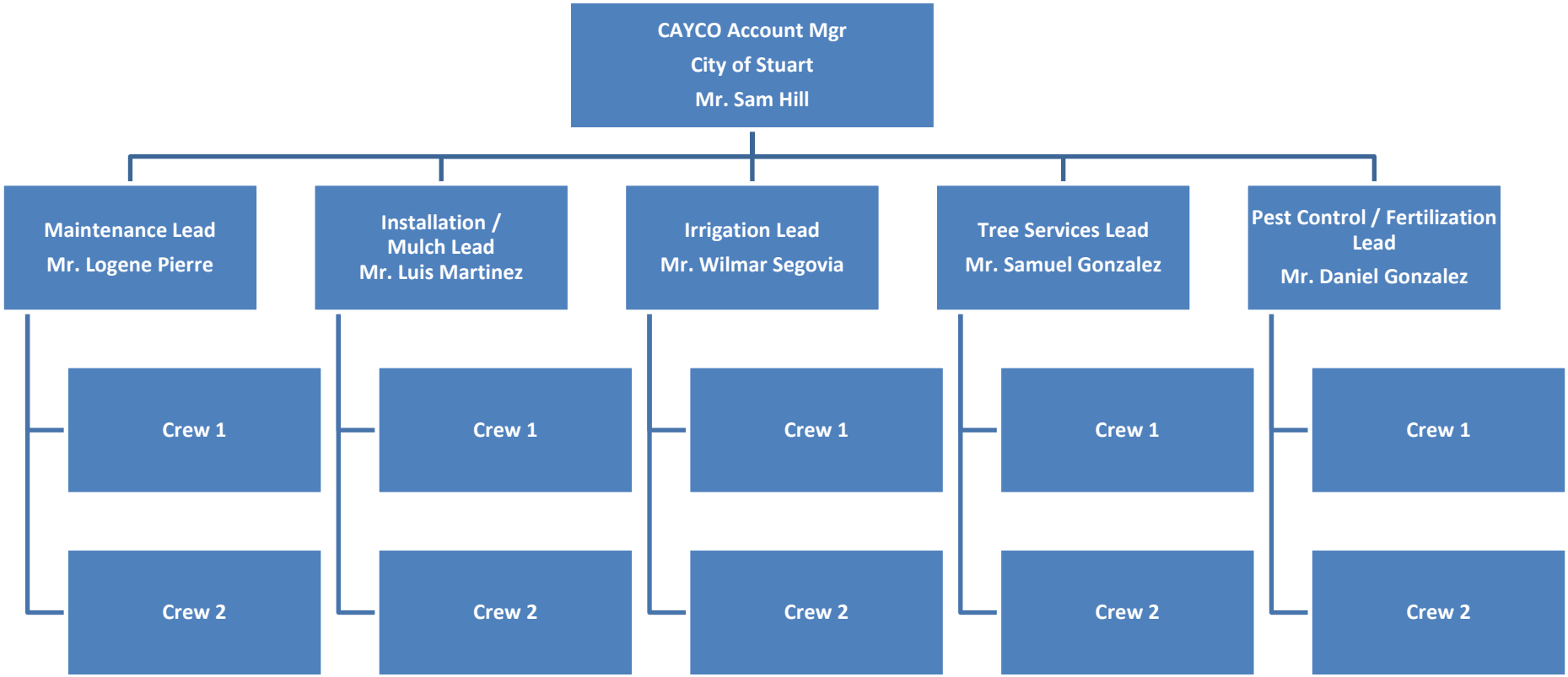


Our Resume

- Cayco Landscaping is a full services company providing a wide range of professional quality services for Grounds Maintenance, Fertilization, Pest Control, Tree Trimming & Removal, Planting, Landscape Design & Installation, and Irrigation.
- Our staff is available to assist the City of Stuart 24 hours a day, seven days a week.
- Cayco Landscaping is a leading landscape services company providing knowledgeable, professional and dependable services.
- Our management and crews know how to work commercial projects, medians, swale, shoulders, parks, marinas, government facilities, rail road.
- This is what we do all day, every day.
- Cayco Landscaping's owner, management and supervisors have a combined one hundred (100) years industry experience.
- Cayco Landscaping has experienced staff that can handle any phase of work in the industry.
- Cayco Landscaping has the proper equipment to perform any phase of work in the industry.
- Cayco Landscaping has the proper licenses and trained staff.
- Our company has a diverse workforce and our employees have pride in working for Cayco Landscaping. We give people opportunities they are not able to receive from other companies.



Organizational Structure – City of Stuart*



*Note: Organizational structure subject to change per City of Stuart's service needs.

Our City of Stuart Team*

Mr. Sam Hill – Account Manager (shill@cayco.us)
Sam has 15+ years of comprehensive landscape experience, spanning maintenance, installation, irrigation, fertilization, and pest control. He is a well-rounded leader and accomplished general manager with a strong background in running successful operations and managing multi-million-dollar landscape branches across Florida.



Mr. Daniel Gonzalez – Pest Control / Fertilization Lead (dgonzalez@cayco.us)
Daniel is certified Pest Control Operator for lawn & ornamental (L&O) and also holds licenses for GI-BMP Certification and Limited Commercial Fertilizer Applicator Certificate. He is a certified Arborist from the International Society of Arboriculture – ISA and a certified Horticulture Professional from the Florida Nursery, Growers and Landscape Association (FNGLA).



Mr. Luis Martinez – Installation / Mulch Lead (lmartinez@cayco.us)
Luis has 20+ years of landscape and installation experience with several national landscape firms. He is also a LIAF Certified Landscape Inspector and an FNGLA Certified Maintenance Operator.



Mr. Logene Pierre – Maintenance Lead (lpierre@cayco.us)
Logene has 25+ years of experience in landscape maintenance services with several national tree firms. His experience includes government, commercial, large HOA's and apartment complexes.



Wilmar Segovia – Irrigation Lead (wsegovia@cayco.us)
Wilmar has 20+ years of experience in irrigation and is a certified irrigation contractor. His experience includes both commercial and residential customers in the areas of irrigation maintenance and installations.



Samuel Gonzalez – Tree Services Lead (sgonzalez@cayco.us)
Samuel has 15+ years of experience in tree services with several national tree firms. His experience includes tree pruning, removals, cabling and bracing, storm damage and fertilization and soil care. He is also a certified advanced tree trimmer by Broward County.

*Note: Project team will be located out of the Treasure Coast Branch – 1860 SW Fountainview Blvd, Port Saint Lucie, FL 34986.

CAYCO ONLY uses the best equipment!

























CAYCO ONLY uses the best equipment!

Description/Type	Make / Model	Quantity
Augers / Back Pack Blowers		
	Shindawai EB802RT	90
	Stihl Auger	6
Edgers		
	Shindawai LE242	77
Hedge Trimmers		
	Shindaiwa HT-235	75
Chain Saws		
	Stihl 201 T C-M	32
	Stihl MS 362 C-M	25
	Stihl MS 462 C-M	20
	Stihl MS 661 C-M Magnum	14
	Stihl MS 881 Magnum	10
Pole Pruner		
	Stihl HT 250	22
Weed Wackers		
	Shindaiwa T282	85
Long Trimmers		
	Shindaiwa FH235	57
Fertilizer Spreader		
	Agri-Fab 45-0463	23
Push Blowers		
	Billy Goat	25
Lawn Mowers		
	Hustler X1 54"	15
	Hustler Super Z	37
	Hustler Super S 52"	8
	eXMark Lazer Z X Series 60"	12
	eXMark 3S Series	13

Description/Type	Make / Model	Quantity
Boom		
	JLG 340AJ	5
Chipper		
	Vermeer 1000XL	5
	Vermeer 1800XL	3
Trailers		
	20' Open Trailers	8
	Hvy Equip Trailer	12
	Suncoast 18'	8
	Pace 18’	21
Truck		
	Freightliner Grapple Truck PALFINGER M13A98	1
	Chevy Silverado	12
	Toyota Tundra	2
	Chevy Colorado	2
	Freightliner M2 106 (Bucket and Chipper Truck)	10
	Isuzu NPR	37
	Nissan NV Cargo	5
	Chevrolet Cargo Van	2
	Freighliner 2000gal Water Truck	1
Others		
	John Deere Wheel Loader	1
	Kubota Skid Steer	3
	Vermeer Stump Grinders	8
	Ladders	55
	John Deere Gator	15
	Air Compressors	7
	Tree Pole Saws	38
	Gas Shovel	9
	Tree Trimming Equipment	Various
	Spray Fertilizing Rig	5
	1/2 Ton Jacks	35
	Pressure Washer	5

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- Appendix

Inspections On Every Site Were Conducted To Guide The Creation Of A Robust Operational Plan (Examples)

Public Safety Facilities

Requires attention

Notes

Public Safety Facilities
While walking property we noticed some issues. Please see pictures. No mulch in beds, weeds in turf throughout, decaying plant material, palms and tree limbs hanging over vehicles in parking lot and need trimming/ lifting to maintain clearance.

Photos & Videos



1 of 9

No mulch in beds throughout facility.



2 of 9

Weeds in st aug. turf noticed in various areas of facility.



3 of 9

No mulch in beds. Decaying plant material.



4 of 9



5 of 9

Weeds in turf



6 of 9

Low hanging limbs in parking lot

Public Safety Facilities (continued)



7 of 9

Palm needs pruning



8 of 9

Weeds in turf, irrigation issue, dry turf



9 of 9

Weeds in turf, irrigation issue, dry turf

Inspections On Every Site Were Conducted To Guide The Creation Of A Robust Operational Plan (Examples)

Ball field

Requires attention

Notes

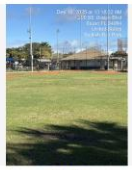
Sailfish ball park needs some attention specially in Bermuda athletic fields. Sable palms need cleaning up throughout the park as well as oaks need lifting in areas.

Photos & Videos



1 of 12

Weeds in Bermuda turf. Showing signs of yellowing,nutrient deficiency



2 of 12

Weeds in Bermuda turf



3 of 12

Sables need pruning. Floratam has weeds



4 of 12

Oaks need lifting



5 of 12

Sables need pruning



6 of 12

Sables need pruning. Floratam turf drying out. Showing signs of stress in areas

Ball field (continued)



7 of 12

Sables need pruning



8 of 12

Oak trees need lifting to maintain 7.5' of clearance. Sables need pruning



9 of 12

Sable palms throughout park need pruning



10 of 12

Weeds in Bermuda turf



11 of 12

Weeds in turf and declining turf areas



12 of 12

Weeds and declining Bermuda turf

Operational Plan – City of Stuart

1) Operational Philosophy and Understanding of Scope

- CAYCO will provide **full-service, citywide landscape maintenance** for trees, shrubs, groundcovers, and turf across all identified City of Stuart public areas, including **ROW corridors, medians, parks, municipal facilities, recreation complexes, ballfields, retention areas, and utility sites**.

- Our operational plan is built around four priorities: **(1) public safety**, **(2) consistent aesthetics**, **(3) asset preservation**, and **(4) regulatory compliance**.

- The work includes all **labor, materials, tools, equipment, transportation, hauling, dumping, fertilizers, insecticides, chemicals, and incidentals** necessary to perform the services as required by the RFP.

- All maintenance in the **right-of-way (ROW)** will be performed in accordance with the **FDOT Florida Greenbook** standards and best practices for working adjacent to traffic and pedestrian areas.



Operational Plan – City of Stuart

2) Staffing Plan, Roles, and Accountability

******A) Dedicated City of Stuart Team Structure***

Account Manager: Oversees the entire maintenance operation, liaises with city officials, manages budgets, and ensures compliance with city standards.

Field Supervisors: Responsible for daily site inspections, crew coordination, and quality control.

Crew Leaders: Lead landscape maintenance crews, ensuring safe and efficient work.

Arborist: Pruning, diagnoses tree diseases, implements treatment plans, planting, and leads tree removals and relocations.

Tree Trimmer: Responsible for pruning, cutting, and removing tree limbs and branches to improve tree health, aesthetics, and safety.

Grounds men: Supports tree-trimming operations by assisting tree trimmers and climbers with ground-level tasks.

Pest Control Technicians: Execute routine fertilization and pest control inspections and tasks.

Horticultural Specialist: Provides expertise on plant care, pest management, and seasonal changes.

Irrigation Technician: Inspects, maintains, and repairs irrigation systems, performs wet checks and seasonal adjustments, and ensures efficient water use in compliance with local and state regulations.

Operational Plan – City of Stuart

2) Staffing Plan, Roles, and Accountability

******B) Staffing Levels and Flex Capacity***

CAYCO will staff the contract with **two primary production crews** (Crew 1 and Crew 2) supported by **specialty resources** (Irrigation, Tree, Pest/Fertilization, Enhancements) as needed. We maintain workforce depth and equipment redundancy to add labor quickly for **special events, peak growth season, storm cleanup, and City-directed priorities**.



Operational Plan – City of Stuart

3) Service Delivery Methodology (How Work Gets Done)

******A) Route-Based, Repeatable Production System***

- CAYCO will execute services through **repeatable route plans** aligned with site types (ROW corridors, parks, facilities, retentions, sports complexes). Each crew follows a **standard operating sequence** to ensure consistency and eliminate missed items:
- **Standard Sequence (Every Visit):**
  - **Safety setup** (traffic awareness, cones/signage as needed, PPE check, equipment safety)
  - **Litter and debris removal** (turf + beds + hardscape)
  - **Turf maintenance** (mow, edge, weedeat, blow)
  - **Beds and ornamentals** (hand weeding, pruning, detail work)
  - **Hardscape detail** (blow sidewalks/curbs, weed hard surfaces where applicable)
  - **Final walk-through** by crew lead + photo verification when required
  - **Closeout** (remove debris, load-out, disposal/hauling, service log completion)



Operational Plan – City of Stuart

3) Service Delivery Methodology (How Work Gets Done)

******B) Citywide Weekly Schedule Framework (Based on CAYCO Site Inspections)***







Crew 1 – Day 1 (Facilities + Neighborhood Sections)

- Evans Crary (42 cuts)
- Palm Beach sections 1–4
- Water Plant
- 10th Street Rec Center
- Public Safety Complex
- **Services performed:** litter pick-up; mow/edge/weedeat/blow; shrub/groundcover trimming; palms/trees debris pick-up; bed hand weeding; monthly irrigation wet check; seasonal fertilization

Crew 1 – Day 2 (ROW + Retentions + Monthly Sites)

- Dixie Hwy ROW SE 5th – Monterey (Sections 1–5)
- Sub Station Ditch (monthly)
- Kingwood Terrace ROW (monthly)
- Roosevelt Bridge Retentions (1–3)
- Dixie Hwy (SR 707) Palm St – Green River (monthly)
- Baker Rd (Green River – Savannah) / Dixie Hwy (Green River – Cardinal) (monthly)

Operational Plan – City of Stuart

3) Service Delivery Methodology (How Work Gets Done)

******B) Citywide Weekly Schedule Framework (Based on CAYCO Site Inspections)***

Crew 1 – Day 3 (Corridors + Neighborhood Sections + Cemetery)

- East Ocean to Georgia Ave
- Colorado Sections 1 & 2
- Frazier Creek
- Kindred / Johnson / Post Office Cir
- Kanner Hwy Sections 1–4
- Moore Cemetery

Crew 1 – Day 4 (Parks + Civic Areas + Retentions)

- Fire Station 3
- Sailfish Fountain & Parking
- Flagler Park
- Amerigo Retention
- Riverside / Mango / Lark / Martin
- Poppleton Creek Park

Crew 1 – Day 5 (Major Corridor Focus)

- US 1 Medians & ROW Baker Rd – Indian St (Sections 1–7)



Operational Plan – City of Stuart

3) Service Delivery Methodology (How Work Gets Done)

******B) Citywide Weekly Schedule Framework (Based on CAYCO Site Inspections)***

Crew 2 – Day 1 (Sports + Utility Operations)

- Sailfish Ball Park
  - mowing Bermuda turf
  - field edging
  - mowing common grounds (M/E/W/B)
- Water Reclamation Plant
  - litter pick-up; mow/edge/weedeat/blow; pruning; hand weeding; hardscape weeds; monthly irrigation wet check; seasonal fertilization

Note: Crew 2 is designed as a "mission support crew" for athletic fields, specialty locations, and overflow work to protect schedule integrity during peak season, storm events, and City priorities.



Operational Plan – City of Stuart



Operational Plan – City of Stuart

4) Technical Approach by Service Category

***A) Turf Maintenance (Mow/Edge/Trim/Blow)

- Mowing frequency adjusted seasonally to maintain safe, uniform turf height and appearance.
- Edging performed to maintain clean lines at curbs, sidewalks, and beds.
- Trimming/weedeating for fence lines, obstacles, and tight areas.
- Blowing/cleanup performed to keep sidewalks, curbs, parking areas, and hardscapes clean.

***B) Ornamentals, Shrubs, Groundcovers (Pruning + Bed Care)

- Shrub/groundcover trimming performed to maintain proper form, visibility, and safety clearances.
- Hand weeding as the baseline method in landscape beds, with additional measures as permitted and appropriate.
- Debris removal is performed every service visit, with hauling/disposal handled by CAYCO.



Operational Plan – City of Stuart

4) Technical Approach by Service Category

****C) Trees and Palms (Arboriculture + Risk Reduction)*

- Tree and palm trimming performed by trained staff under qualified supervision.
- Focus on roadway/pedestrian clearances, visibility at intersections, and reduction of hazards.
- Palm debris removal included with each trimming cycle.
- Priority response for **damaged limbs or public safety hazards**.

****D) Irrigation Management (Monthly Wet Checks + Water Efficiency)*

- **Monthly irrigation wet check** performed at each designated site.
- Documented checks include: broken heads, misalignment, leaks, valve issues, pressure concerns, overspray, controller functionality.
- Repairs are documented and communicated promptly to the City Project Manager/designee per agreed process.
- Goal: reduce water waste, prevent turf decline, and improve system performance.



Operational Plan – City of Stuart

4) Technical Approach by Service Category

******E) Fertilization Program (As Recommended from Site Inspections)***

- **Turf fertilization:** 3 times per year (Dec, Feb, Apr) using **24-0-11** (as recommended)
- **Trees/Palms/Shrubs/Groundcovers fertilization:** 3 times per year (Dec, Feb, Apr) using **8-0-12** (as recommended)
- All applications performed by properly certified staff and in compliance with applicable regulations and best practices.



Operational Plan – City of Stuart

5) Quality Control (QC) and Continuous Improvement

******A) QC System Overview (Proven Municipal Approach)***

- CAYCO's QC program uses **three levels of verification**:
- **Crew Self-QC (Daily):** Crew Leader completes a checklist at each site (turf, beds, trimming, hardscape, debris).
- **Supervisor QC (Weekly):** Field Supervisor performs inspections, documents deficiencies, and corrects within defined timeframes.
- **Independent QC Inspection (Monthly):** QC Inspector audits sites, provides photo documentation, scores performance, and trends issues.

******B) QC Tools and Deliverables***

- **Site-specific checklists** (ROW vs parks vs facilities)
- **Before/after photos** for problem areas and City-requested items
- **Corrective action logs** with completion timestamps
- **Monthly summary reports** (completed services, open items, irrigation findings, recommendations)

******C) Service Level Commitments (Typical Targets)***

- Same-day acknowledgment of City requests during business hours
- Priority safety hazards addressed immediately or secured until corrected
- Corrective work completed within agreed timeframes (e.g., 24–72 hours depending on severity)



Operational Plan – City of Stuart

6) Contract Compliance and Industry Standards

CAYCO will maintain strict compliance with:

- **FDOT Florida Greenbook** requirements for ROW maintenance
- Proper PPE, equipment safety checks, and safe work practices near traffic
- Environmental responsibility for fertilizers and chemicals (applied by certified personnel)
- City policies, reporting requirements, and inspection procedures
- Documentation and recordkeeping sufficient to support City audits and performance reviews



Operational Plan – City of Stuart

7) Scheduling, Budget Discipline, and On-Time Performance

***A) Schedule Control

- Weekly route schedule published internally and managed by the Municipal Account Manager.
- Weather events trigger a **make-up plan** to recover missed work without degrading quality.
- Peak growth season adjustments: increased focus on mow/edge cadence and proactive trimming.

***B) Budget Adherence

- Labor hours tracked by route and by site type to ensure cost control and accountability.
- Materials and specialty services planned in advance (fert cycles, irrigation checks) to reduce reactive costs.
- Daily productivity monitoring by supervisors to prevent schedule drift and missed scope.



Operational Plan – City of Stuart

8) Communication Plan and Clear Lines of Authority

****A) Primary Communication Channels*

- **Municipal Account Manager** is the primary point of contact for the City Project Manager/designee.
- Direct line for urgent issues and escalation path to executive leadership if needed.

****B) Standard Communication Rhythm*

- **Weekly check-in** (brief) with City Project Manager/designee to review priorities, upcoming schedules, and concerns.
- **Monthly performance report** including completed work, QC findings, irrigation wet check summary, and recommendations.
- **Issue escalation protocol** for safety hazards, irrigation failures, storm impacts, and public complaints.

****C) Work Order / City Request Handling*

- City request received (email/phone)
- Logged and assigned to responsible supervisor
- On-site verification and action plan
- Completion confirmation with photos (as requested)
- Close-out summary reported back to City



Operational Plan – City of Stuart

9) Risk Management and Emergency Response (Weather / Storm Events)

CAYCO will maintain readiness for tropical weather, heavy rain events, and storm cleanup by:

- Pre-storm inspections of high-risk trees/palms and visibility zones
- Rapid response crews for debris clearance and hazard removal
- Post-storm prioritization: critical corridors, public safety facilities, parks, and major gateways
- Documentation of storm-related work for City records



Operational Plan – City of Stuart

10) Contractor Obligations and Assumptions (Plan Contingencies)

This operational plan assumes:

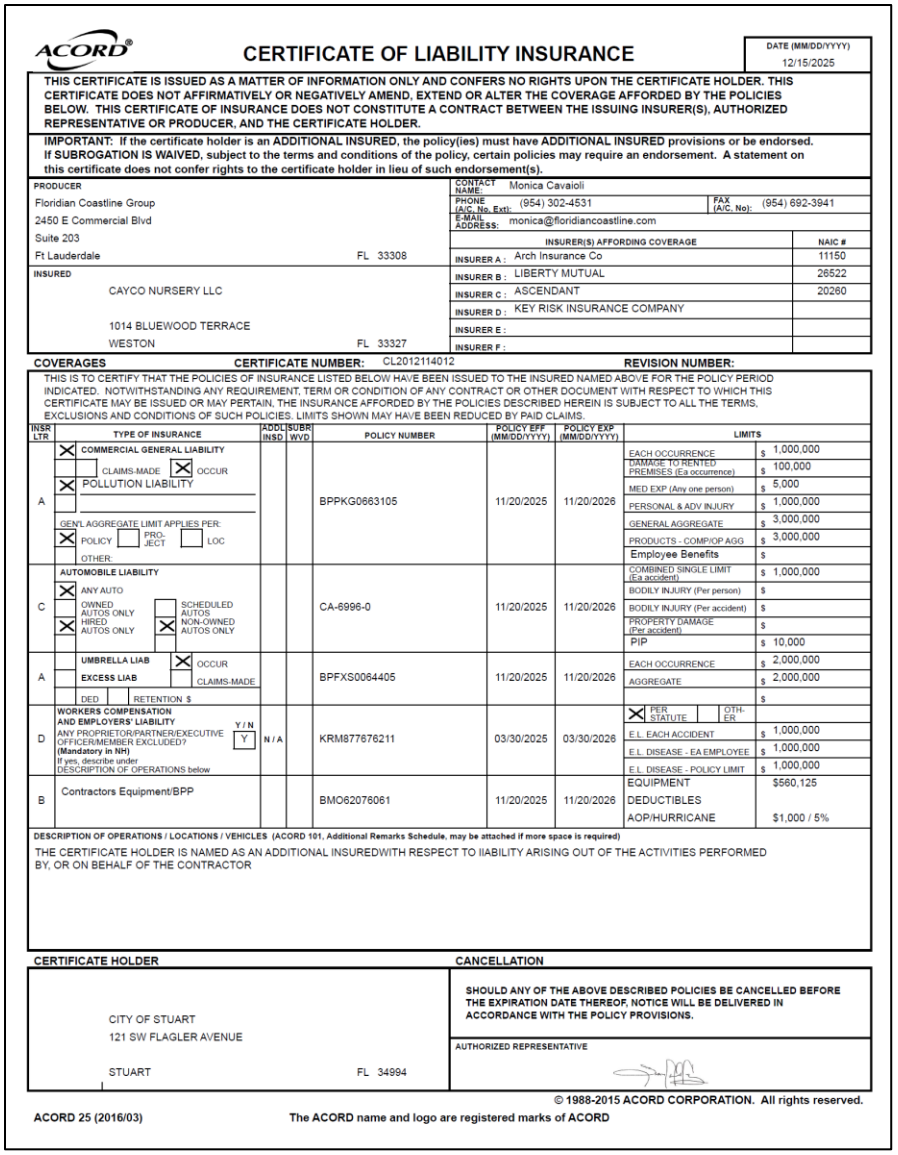
- City identifies the Project Manager/designee and preferred communication protocol
- City provides access/coordination details for secured facilities (where applicable)
- Work hours, lane/ROW constraints, and site rules are clarified during kickoff
- Irrigation repairs beyond routine adjustments are handled per contract terms (proposal pricing / authorization process)
- City approves fertilization timing, products, and any ordinance-specific requirements



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Insurance



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2025

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

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

PRODUCER
Floridian Coastline Group
2450 E Commercial Blvd
Suite 203
Ft Lauderdale FL 33308

CONTACT NAME: Monica Cavaioli
PHONE (A/C, No, Ext): (954) 302-4531 FAX (A/C, No): (954) 692-3941
E-MAIL ADDRESS: monica@floridiancoastline.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Arch Insurance Co	11150
INSURER B :	LIBERTY MUTUAL	26522
INSURER C :	ASCENDANT	20260
INSURER D :	KEY RISK INSURANCE COMPANY	
INSURER E :		
INSURER F :		

INSURED
CAYCO NURSERY LLC
1014 BLUEWOOD TERRACE
WESTON FL 33327

COVERAGES CERTIFICATE NUMBER: CL2012114012 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X POLLUTION LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			BPPKG0663105	11/20/2025	11/20/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
							Employee Benefits	$
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CA-6996-0	11/20/2025	11/20/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			BPFXS0064405	11/20/2025	11/20/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		KRM877676211	03/30/2025	03/30/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Contractors Equipment/BPP			BMO62076061	11/20/2025	11/20/2026	EQUIPMENT DEDUCTIBLES AOP/HURRICANE	$560,125 $1,000 / 5%

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

THE CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSUREDWITH RESPECT TO IIABILITY ARISING OUT OF THE ACTIVITIES PERFORMED BY, OR ON BEHALF OF THE CONTRACTOR

CERTIFICATE HOLDER
CITY OF STUART
121 SW FLAGLER AVENUE
STUART FL 34994

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Government Clients

Tree Services, Installations, Maintenance, Irrigation, Pest Control, Trash Management

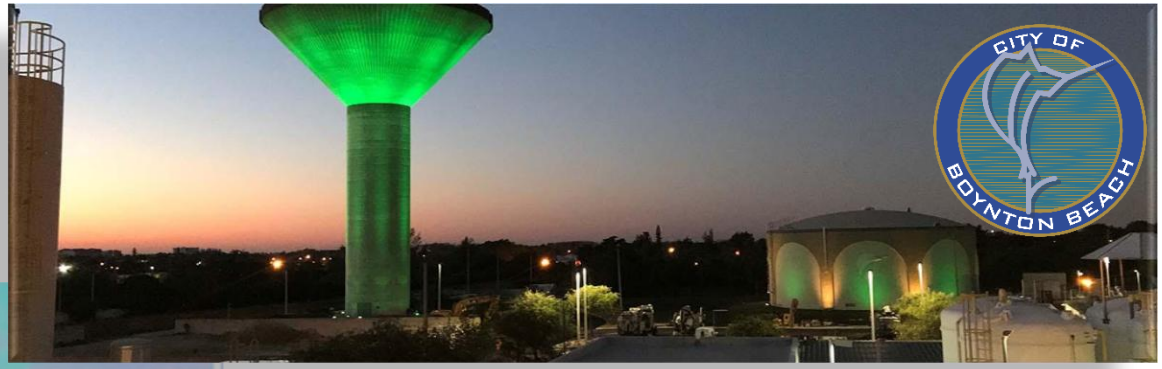
Tree Services, Maintenance, Fertilization and Pest Control

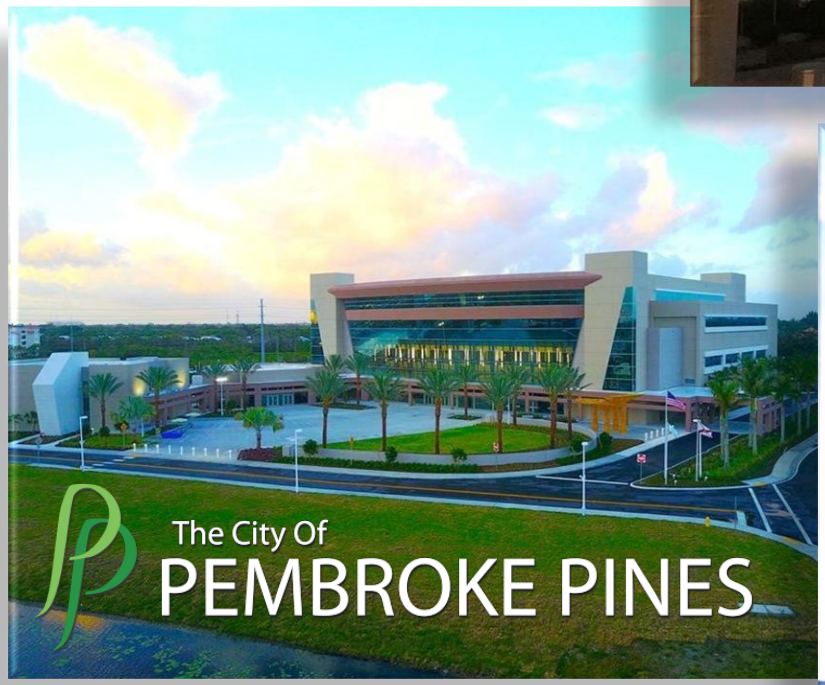
Installations, Maintenance, Irrigation

Tree and Installation Services

Maintenance, Trash Management

Our Clients







Cayco

Our Clients







References

The City of Boynton Beach
Address: 222 NE 9th St, Boynton Beach, FL 33435
Name: Mr. Maurice Permenter
Title: Parks Supervisor
Phone Number: 561.742.6206
Email address: PermenterM@bbfl.us
Project Term: 2018-Present
Types of Work: Landscape maintenance, design & installation, fertilization, pest control, tree trimming, irrigation, trash management
Total Value: $1,250,000.00

The City of Coconut Creek
Address: 4900 W. Copans Road, Coconut Creek F.L. 33063
Name: Mr. John Tetteris
Title: Public Works Superintendent
Phone Number: 954.545.6612
Email address: JTetteris@CoconutCreek.net
Project Term: 2025-Present
Types of Work: Landscape maintenance, fertilization, pest control and tree trimming
Total Value: $850,000.00

City of Parkland
Address: 6600 University Drive, Parkland, FL 33067
Name: Anthony Scerbo
Title: Public Works Superintendent
Phone Number: 954.757.4187
Email address: ascerbo@cityofparkland.org
Project Term: 2022-Present
Types of Work: Landscape maintenance, design & installation, irrigation
Total Value: $150,000.00



Table of Contents

- Tab 1: Experience/Knowledge/Qualifications
- Tab 2: Operational Plan
- Tab 3: Insurance
- Tab 4: Past Performance in similar activities in Florida
- Appendix

Sunbiz Record



1/24/24, 3:38 PM sunbiz.org - Florida Department of Sunbiz

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

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No Filing History

Fictitious Name Detail

Fictitious Name

CAYCO

Filing Information

Registration Number	G24000011388
Status	ACTIVE
Filed Date	01/19/2024
Expiration Date	12/31/2029
Current Owners	1
County	MULTIPLE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	30-0962212

Mailing Address

PO BOX 5652
FORT LAUDERDALE, FL 33310

Owner Information

BLUE MARLIN INVESTMENTS, INC.
PO BOX 5652
FT. LAUDERDALE, FL 33310
FEI/EIN Number: 30-0962212
Document Number: P16000099080

Document Images

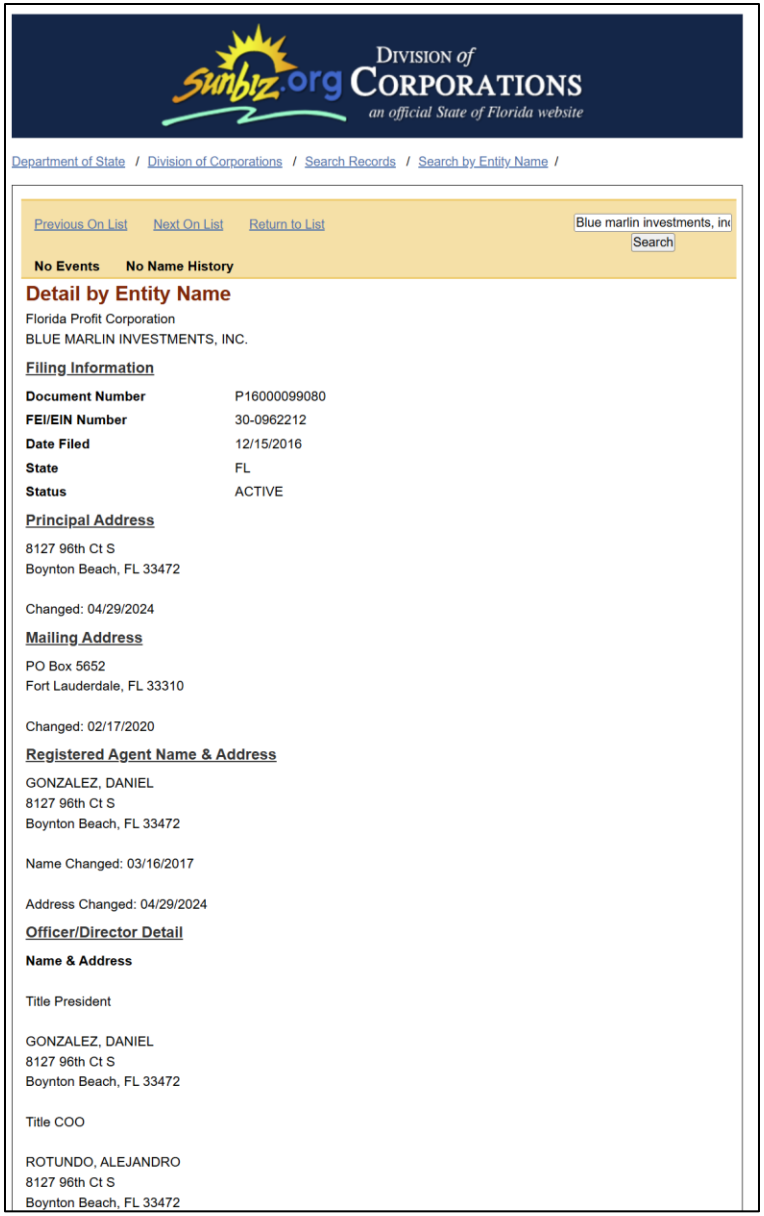
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No Filing History

Florida Department of State, Division of Corporations

https://dos.sunbiz.org/scripts/ficidet.exe?action=DETREG&docnum=G24000011388&rdocnum=G12000064496 1/1



Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List | Next On List | Return to List | Blue marlin investments, inc | Search

No Events **No Name History**

Detail by Entity Name

Florida Profit Corporation
BLUE MARLIN INVESTMENTS, INC.

Filing Information

Document Number	P16000099080
FEI/EIN Number	30-0962212
Date Filed	12/15/2016
State	FL
Status	ACTIVE

Principal Address

8127 96th Ct S
Boynton Beach, FL 33472

Changed: 04/29/2024

Mailing Address

PO Box 5652
Fort Lauderdale, FL 33310

Changed: 02/17/2020

Registered Agent Name & Address

GONZALEZ, DANIEL
8127 96th Ct S
Boynton Beach, FL 33472

Name Changed: 03/16/2017

Address Changed: 04/29/2024

Officer/Director Detail

Name & Address

Title President

GONZALEZ, DANIEL
8127 96th Ct S
Boynton Beach, FL 33472

Title COO

ROTUNDO, ALEJANDRO
8127 96th Ct S
Boynton Beach, FL 33472

Licenses



FDOT

BROWARD COUNTY FLORIDA

LEE COUNTY PORT AUTHORITY

GREATER ORLANDO AVIATION AUTHORITY

JACKSONVILLE TRANSPORTATION AUTHORITY

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE)
Certificate of Eligibility

BLUE MARLIN INVESTMENTS INC DBA CAYCO LANDSCAPING

MEETS THE REQUIREMENTS OF 49 CFR, PART 26
APPROVED NAICS CODES:
561730

Dwayne Moore
DBE & Small Business Development Manager
Florida Department of Transportation

MIAMI-DADE COUNTY
Delivering Excellence Every Day

Tampa International Airport

CITY OF TALLAHASSEE

Votran

Cayco

Licenses



BROWARD COUNTY FLORIDA
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

CERTIFIED

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

THIS CERTIFICATE IS AWARDED TO

BLUE MARLIN INVESTMENTS, INC dba CAYCO LANDSCAPING

AS SET FORTH IN THE BROWARD COUNTY BUSINESS OPPORTUNITY ACT, THE CERTIFICATION REQUIREMENTS HAVE BEEN MET FOR:

County Business Enterprise (CBE)

SANDY-MICHAEL MCDONALD

Digitally signed by SANDY-MICHAEL MCDONALD
Date: 2022.11.02 18:19:32 -04'00'

AUTHORIZED REPRESENTATIVE

Anniversary Date: October 31st

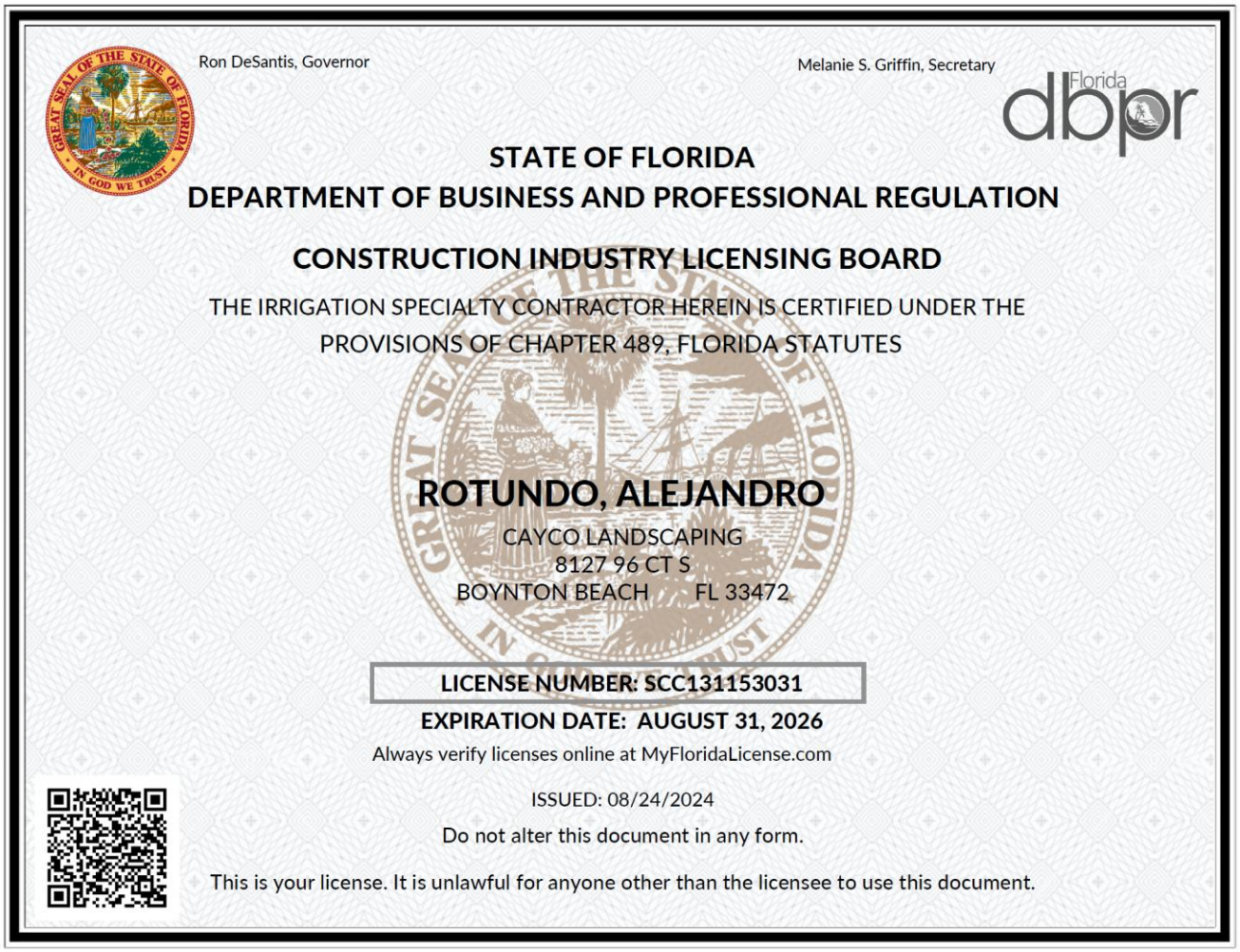
THE OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT MUST BE NOTIFIED WITHIN 30 DAYS OF ANY MATERIAL CHANGES IN THE BUSINESS WHICH MAY AFFECT OWNERSHIP AND CONTROL. FAILURE TO DO SO MAY RESULT IN THE REVOCATION OF THIS CERTIFICATE AND/OR IMPOSITION OF OTHER SANCTIONS.

A SERVICE OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
BROWARD.ORG/ECONDEV

GOVERNMENTAL CENTER ANNEX 115 S. ANDREWS AVENUE, ROOM A680 FORT LAUDERDALE, FL 33301
TEL: 954-357-6400 • EMAIL: SBCERT@BROWARD.ORG • TTY: 954-357-5664

Cayco

Licenses



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

ROTUNDO, ALEJANDRO

CAYCO LANDSCAPING
8127 96 CT S
BOYNTON BEACH FL 33472

LICENSE NUMBER: SCC131153031

EXPIRATION DATE: AUGUST 31, 2026

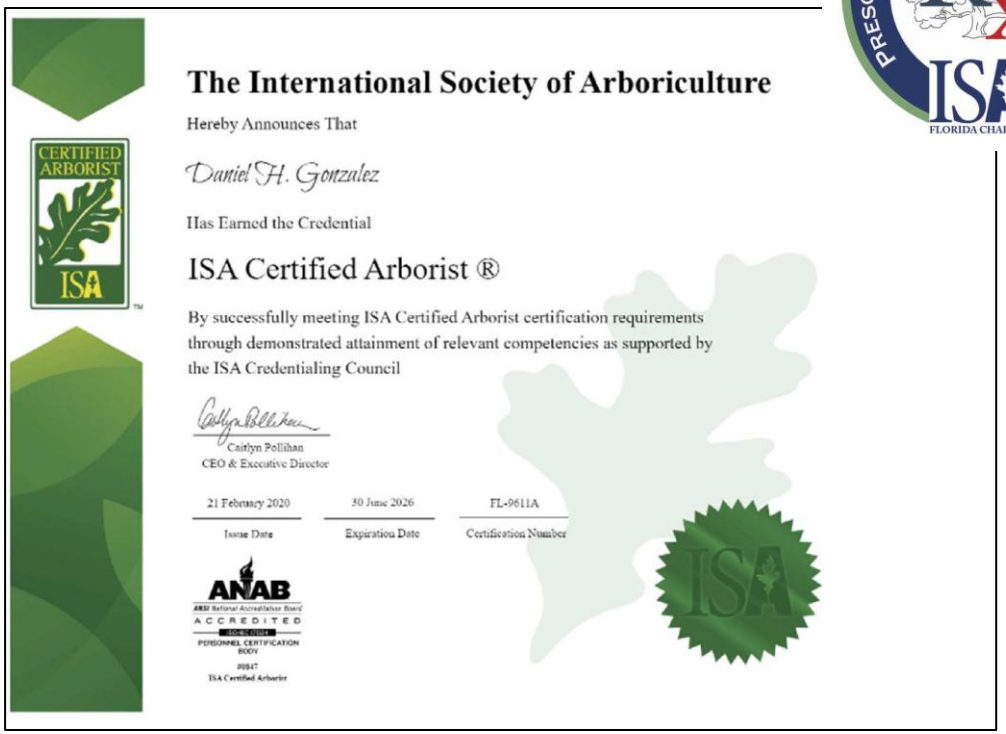
Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/24/2024

Do not alter this document in any form.

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Licenses



The International Society of Arboriculture

Hereby Announces That

Daniel H. Gonzalez

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

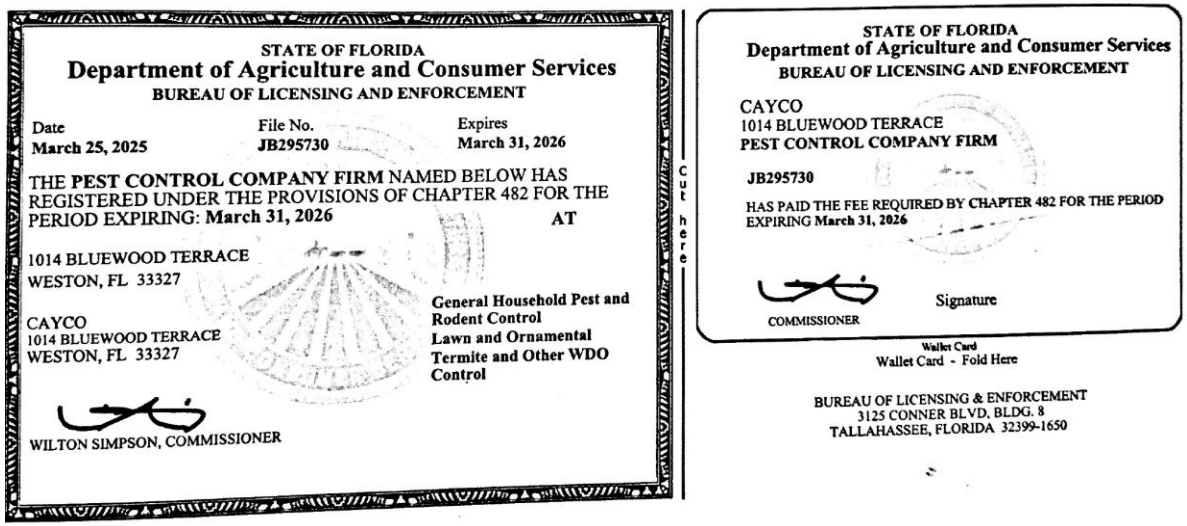
Caitlyn Pollihan
CEO & Executive Director

21 February 2020	30 June 2026	FL-9611A
Issue Date	Expiration Date	Certification Number

ANAB
ACCREDITED
PERSONNEL CERTIFICATION
ISA Certified Arborist

PRESCRIPTION PRUNING QUALIFICATION
Rx
ISA
FLORIDA CHAPTER

Licenses



STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date: March 25, 2025 | File No.: JB295730 | Expires: March 31, 2026

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: March 31, 2026 AT

1014 BLUEWOOD TERRACE
WESTON, FL 33327

CAYCO
1014 BLUEWOOD TERRACE
WESTON, FL 33327

General Household Pest and Rodent Control
Lawn and Ornamental
Termite and Other WDO Control

WILTON SIMPSON, COMMISSIONER

Cut here

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

CAYCO
1014 BLUEWOOD TERRACE
PEST CONTROL COMPANY FIRM

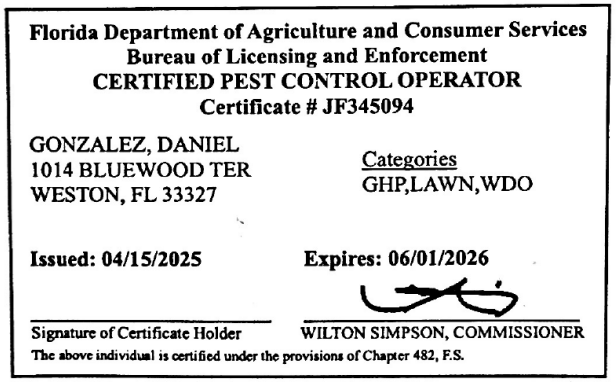
JB295730

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING March 31, 2026

COMMISSIONER Signature

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650



Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
CERTIFIED PEST CONTROL OPERATOR
Certificate # JF345094

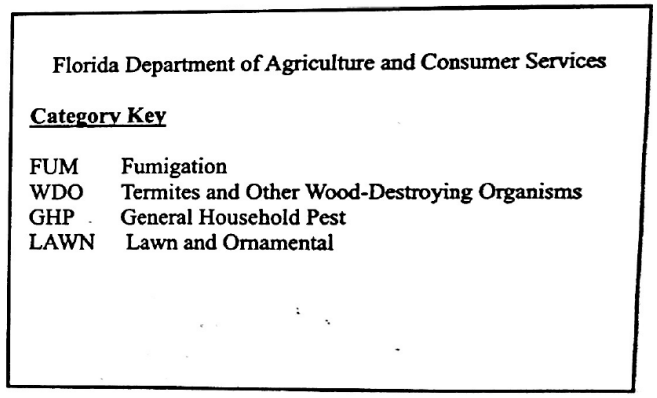
GONZALEZ, DANIEL
1014 BLUEWOOD TER
WESTON, FL 33327

Categories
GHP,LAWN,WDO

Issued: 04/15/2025 Expires: 06/01/2026

Signature of Certificate Holder WILTON SIMPSON, COMMISSIONER

The above individual is certified under the provisions of Chapter 482, F.S.



Florida Department of Agriculture and Consumer Services

Category Key

FUM	Fumigation
WDO	Termites and Other Wood-Destroying Organisms
GHP	General Household Pest
LAWN	Lawn and Ornamental

Licenses

UF IFAS UNIVERSITY of FLORIDA

Department of Environmental Protection

Florida-Friendly Landscaping™ GI-BMP PROGRAM

2600 Blair Stone Road, M.S. 3510
Tallahassee, Florida 32399-2400

GI-BMP Trainee ID: GV919150
Certification date: 1/18/2022
Test Score: 88%

Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. Your certificate of completion and wallet card are attached. If there are errors in the certificate, or if we can be of further assistance, please contact the GI-BMP office of the UF/IFAS Florida-Friendly Landscaping™ Program at gi.bmp@ifas.ufl.edu or (352) 273-4517.

Please note that this training certificate alone does not authorize you to apply fertilizer commercially. You must take additional steps to become licensed for commercial fertilizer application in the state of Florida. The Limited Urban Commercial Fertilizer Applicator Certification (state "fertilizer license") is issued by the Florida Department of Agriculture and Consumer Services (FDACS).

Apply online: https://aesecomm.freshfromflorida.com. The certificate number from this document is required to apply for Fertilizer Applicator Certification. For assistance contact: The Bureau of Licensing and Enforcement, (850) 617-7997.

If your test score is 90% or greater, you may be eligible to become a GI-BMP Instructor: https://ffl.ifas.ufl.edu/professionals/instructor_program.html

Sam Edward Hill
Azure Skies Landscaping Services

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Sam Edward Hill

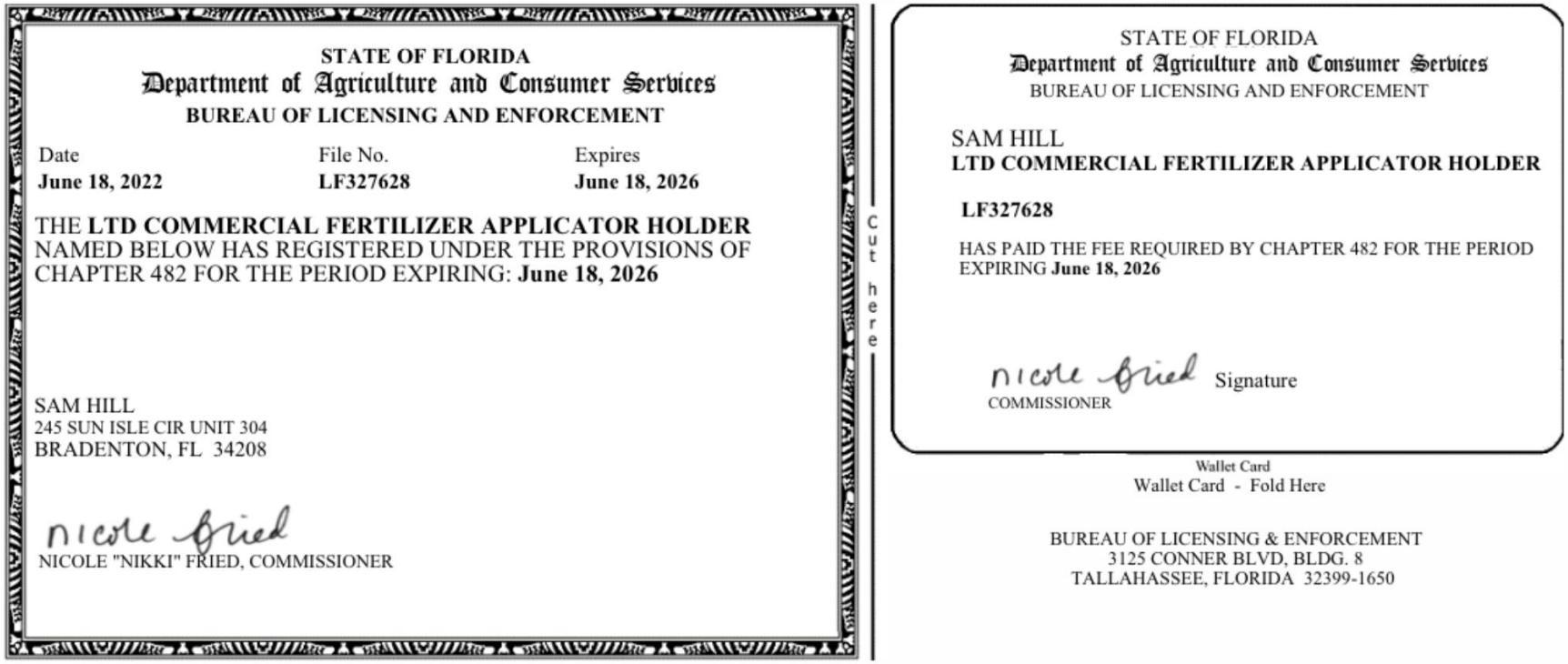
GV919150-1 — Certificate #
GV919150 — Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES TRAINING PROGRAM



Cayco

Licenses



STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
June 18, 2022	**LF327628**	**June 18, 2026**

THE **LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **June 18, 2026**

SAM HILL
245 SUN ISLE CIR UNIT 304
BRADENTON, FL 34208

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER

Cut here

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

SAM HILL
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF327628

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **June 18, 2026**

nicole fried Signature
COMMISSIONER

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

Licenses

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829
VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Receipt #: 189C-342755
Business Name: BLUE MARLIN INVESTMENTS INC
Business Type: TREE TRIMMING/TREE MAINTENANCE (TREE TRIMMING SERVICES)

Owner Name: DANIEL GONZALEZ/ QUALIFIER
Business Location: 1014 BLUEWOOD TER WESTON
Business Opened: 04/04/2018
State/County/Cert/Reg: N/A
Exemption Code:
Business Phone: 8662032292

Rooms	Seats	Employees	Machines	Professionals
		5		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt Fee 27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:
BLUE MARLIN INVESTMENTS INC
PO BOX 5652
FORT LAUDERDALE, FL
33310-5652

Receipt #WWW-24-00287526
Paid 07/31/2025 27.00

2025 - 2026

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829
VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

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Business Phone: 8662032292

Rooms	Seats	Employees	Machines	Professionals
		5		

Signature

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt #WWW-24-00287526
Paid 07/31/2025 27.00




thank you
danke
謝謝
ngiyabonga
شكراً جزيلاً
рахмат
спасибо
teşekkür ederim
gracias
dank je
merci
obrigado
dziękuję
bedankt
go raibh maith agat
sukriya
kop khun krap
terima kasih
arigatô
dakujem
grazie
mauruuru
hvala
tapadh leat
mochchakkeram
sagolun
takk
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mersi
welalin
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kiitos
dankie
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nandri
bayarlalaa
gracie
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misaotra
matondo
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grazzi
mahalo
хвала
asante
manana
obrigada
tenki
murakoze
djiere dieuf
tau
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dankon
aciu
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mamnun
chokrane
sobodi
dèkuji
mèsi
didi madloba
najis tuke
kam sah hamnida
তোমাকে ধন্যবাদ
ありがとう
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rahmet
rahmat
감사합니다
xièxie
ευχαριστώ
diolch
dhanyavadagalu
shukriya
merce
мерси
trugarez

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/19/2026

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

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

PRODUCER	CONTACT NAME: Monica Cavaioli	
Floridian Coastline Group 2450 E Commercial Blvd Suite 203 Ft Lauderdale FL 33308	PHONE (A/C, No, Ext): (954) 302-4531	FAX (A/C, No): (954) 692-3941
	E-MAIL ADDRESS: monica@floridiancoastline.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CAYCO TREE SERVICE LLC CAYCO IRRIGATION LLC CAYCO IRRIGATION LLC BLUE MARLIN INVESTMENTS INC DBA CAYCO 8127 96 CT S BOYNTON BEACH FL 33472	INSURER A : Arch Insurance Co	11150
	INSURER B : LIBERTY MUTUAL	26522
	INSURER C : ASCENDANT	20260
	INSURER D : KEY RISK INSURANCE COMPANY	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2012114012 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] POLLUTION LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			BPPKG0663105	11/20/2025	11/20/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
C	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA-6996-0	11/20/2025	11/20/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	[ ] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			BPFXS0064405	11/20/2025	11/20/2026	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		KRM877676211	03/30/2025	03/30/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Contractors Equipment/BPP			BMO62076061	11/20/2025	11/20/2026	EQUIPMENT DEDUCTIBLES AOP/HURRICANE	$560,125 $1,000 / 5%

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

CERTIFICATE HOLDER

City of Stuart
121 S.W. Flagler Avenue
Stuart FL 34994

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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"STANDARD CONTRACT"

CONTRACTOR: **Brightview Landscape Services, Inc.**
3340 SE Dixie Hwy
Stuart, FL 34997

PROJECT: **RFP 2026-201: CONTRACT FOR LANDSCAPE MAINTENANCE**

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the day **23rd day of March 2026** by and between **Brightview Landscape Services, Inc.** hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for Landscape Maintenance Services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Landscape Maintenance Services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to provide Landscape Maintenance Services for maintenance areas specified in **Exhibit A.**

Section 1. Scope of Service

Contractor shall work with City staff in advising the City regarding Landscape Maintenance Services as rendered. The detailed scope of services to be performed and schedule of fees for those services is described in **Exhibit B** (Contractor's response to RFP #2026-201)

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor. Term of this contract shall be for an initial period of two (2) years with the option of three (3) additional one-year renewal periods, upon the mutual written agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

City will compensate Contractor for these Landscape Maintenance Services in accordance with Contractor's pricing schedule formalized in the Contractor's Price Proposal from original submittal to this solicitation which is attached hereto as **Exhibit B.** Contractor's pricing schedule may be updated annually prior to each optional renewal period, if requested within ninety (90) days prior to expiration and with City approval.

2.2 Invoices

Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City. Contractor shall invoice the City for the ten ($10.00) dollars for consideration of the indemnification clause contained in Section 9 herein and said invoice shall accompany the return of this signed Contract.

2.3 Payment

Payment for services rendered is due within thirty (30) days of receipt and approval of invoice by City. Payment is delinquent if not paid within forty-five (45) days of receipt and approval of invoice by City.

Section 3. Guarantee

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any damage caused during the work. Contractor further guarantees the successful performance of the work for the service intended. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

Section 4. Audit

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

Section 5. Contractor Responsibility

5.1 Independent Contractor

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

5.2 Responsibility for Work

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

5.3 Contractor's Records

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

Section 6. Termination

6.1 Termination for Convenience

Either party upon a thirty (30) days written notice to the other party may terminate this Contract. In the event of termination for convenience, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses. Upon delivery of said notice, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party contracts.

6.2 Termination for Cause

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirement(s) of the Contract. If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, or if Contractor should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the Contractor seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and its sureties shall be liable to the City for any additional cost incurred by the City in its completion of the work.

6.3 Excusable Delays

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of the materials due to: (1) any acts of the federal government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency; (2) any adverse acts of the City; (3) causes not reasonably foreseeable by the parties at the time of execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, fires, floods, tornadoes, hurricanes, and other extreme weather conditions; and (4) any delay of any Subcontractor due to any of the above-mentioned causes. However, the Contractor must promptly notify the City in writing within two days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and terms of this Contract, the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

Section 7. Notice Obligations

7.1 Whenever either party desires to give notice to the other, such notice must be in writing in at least one for the following methods: (a) Overnight courier, such as FedEx or UPS, with a request for receipt acknowledgment; or (b) Email addresses listed here within this section, and any subsequent email address provided by either party for purposes of notice under this Contract.

Notice for City:
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
ATTN: City Manager
Email: manager@stuartfl.gov

Notice for Contractor:
Michael Hoffman
3340 SE Dixie Hwy
Stuart, FL 34997
Email: michael.hoffman@brightview.com

7.2 Project Manager

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is Jeff Coleman Sanitation and Asset Manager.

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

Michael Hoffman
3340 SE Dixie Hwy
Stuart, FL 34997
Email: michael.hoffman@brightview.com
786-962-9718

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

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

8.2 Assignment of Interest in Contract

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

8.3 Other Entity Use

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

8.4 Inspection

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

8.5 Rights and Benefits

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

Section 9. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor’s employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify defend and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, for personal, economic, bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract or from and against any claims and losses. This indemnification shall survive the termination of this Contract. Specific consideration for this indemnity is $10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 10. Insurance.

10.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in the City's Invitation to Bid which is attached hereto as **Exhibit C.** Such certificate must contain a provision for notification to the City thirty (30) days in advance of any material change or cancellation. The City by and through its Risk Management, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best 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 the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All third party contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements. The Contractor shall be responsible for ensuring that all independent contractors and/or subcontractors comply with the same insurance requirements referenced above. The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates, bond, and other documentation may be cause for the annulment of the award.

10.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this Contract and shall be subject to the City's approval for adequacy.

Section 11. Professional Standards

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 12. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available. The Contractor acknowledges that the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Commission. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

Section 13. General Conditions

13.1 Venue in Martin County

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

13.2 Laws of Florida

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

13.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the City in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

13.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation. The mediation shall take place within a reasonable period of time of the request by either party.

13.5 Contract Amendment

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

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

13.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the Contractor that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. 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.

13.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under Section 768.28, Florida Statutes.

13.8 Severability

The parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any government or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation or decision, the provision, section, sentence, word, clause or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause or combination thereof as may be valid and consistent with the intent of the parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

13.9 Entire Contract

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

13.10 Public Entity Crimes and Scrutinized Companies

As provided in Sections 287.132 & 287.133, Florida Statutes, as amended from time to time, by entering into this Contract, Contractor certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list within the thirty-six (36) months immediately preceding the date hereof.

As provided in Section 287.132, Florida Statutes, as amended from time to time, by entering into this Contract, the Contractor certifies that it is not participating in a boycott of Israel. The City and the Contractor agree that the City will have the right to terminate this Contract if the Contractor is found to have been placed on the Scrutinized Companies and Boycott Israel List or is engaged in a boycott of Israel.

Section 14. Public Records

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

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

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

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

D. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

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

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

1. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

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

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

Section 15. Exhibits

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

Exhibit A – Maintenance Areas

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

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

Exhibit D – Certificate of Insurance

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page

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

CITY OF STUART, FLORIDA

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
ROSAMOND JOHNSON STRONG
INTERIM CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ.
CITY ATTORNEY

CONTRACTOR

_____
(Signature)

_____
Printed Name

_____
Title

Brightview Contract Exhibit A

	Brightview Landscape Services, Inc.
Line Item	Total
Group 5 – East 10Th Street Community Center Landscape	$5,792.52
Group 6 – Seven Retention Ponds On Both Sides Of The Roosevelt Bridge	$20,751.00
Group 16 – Amerigo Avenue Retention Ponds & Median From Weir Street To Riverside Drive	$2,828.04
Group 17 – Fraizer Creek Ditch	$2,262.36
Group 18 – East Ocean Median & Row From Georgia Ave To Colorado Avenue	$8,825.76
Group 20 - Turf Grass And Management Of Vegetation One Cut Per Month	$8,040.00
Group 21- Water Reclamation Plant - 301 Stypmann Blvd	$6,993.00
	$55,492.68

[BRIGHTVIEW LANDSCAPE SERVICES, INC.] RESPONSE DOCUMENT REPORT

RFP No. 2026-201

Landscape Maintenance Services

RESPONSE DEADLINE: January 12, 2026 at 3:00 pm

Report Generated: Monday, January 12, 2026

Brightview Landscape Services, Inc. Response

CONTACT INFORMATION

Company:
Brightview Landscape Services, Inc.

Email:
michael.hoffman@brightview.com

Contact:
Michael Hoffman

Address:
3340 SE Dixie Hwy
Stuart, FL 34997

Phone:
(786) 962-9718

Website:
https://www.brightview.com/

Submission Date:
Jan 12, 2026 1:33 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 5, 2026 10:13 AM by William Hatfield

Addendum #2
Confirmed Jan 6, 2026 8:42 AM by William Hatfield

Addendum #3
Confirmed Jan 6, 2026 8:42 AM by William Hatfield

QUESTIONNAIRE

1. Contact Form
Please download the below documents, complete, and upload.

- Contact_Information.pdf

Contact_Information.pdf

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

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

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

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

Confirmed

3. Safety Standards Certification*

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

- Safety_Standards_Certificat...

Safety_Standards_Certification.pdf

4. References Form*

Please download the below documents, complete, and upload.

- Refernces_Form.pdf

Refernces_Form.pdf

5. Schedule of Subcontractors Participation *

Please download the below documents, complete, and upload.

- Schedule_of_Subcontractors_...

Schedule_of_Subcontractors_Participation.pdf

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

Please download the below documents, complete, and upload.

- Sworn_Statement_Pursuant_to...

Sworn_Statement_Pursuant_to_Section_287.133(3)(a).pdf

7. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

- Drug_Free_Work_Cert.pdf

Drug_Free_Work_Cert.pdf

8. Public Entity Crimes*

Please download the below documents, complete, and upload.

- Public_Entitiy_Crimes_.pdf

Public_Entitiy_Crimes_.pdf

9. Suspended Vendor List*

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

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

Please identify your legal company name here:

Brightview Landscape Services, Inc.
Click to Verify *Value will be copied to clipboard*

10. Scrutinized List of Prohibited Companies List*

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

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

Please identify your legal company name here:

Brightview Landscape Services, Inc.
Click to Verify *Value will be copied to clipboard*

11. Supplier/Consultant acknowledges and agrees to E-Verify*

Please download the below documents, complete, and upload.

- E-Verify_Form.pdf

E-Verify_Form.pdf

12. Upload Proposal*

Upload your proposal

City_of_Stuart_2026-201_Proposal_BV.pdf

PRICE TABLES

TABLE 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 1 - Sailfish Circle					
1	Turf Grasses	12	Monthly	$331.58	$3,978.96
2	Control Weeds	12	Monthly	$100.00	$1,200.00
3	Pruning Trees & Shrubs (under 8')	12	Monthly	$161.00	$1,932.00
4	Pruning Trees & Shrubs (over 8')	12	Monthly	$20.00	$240.00
5	Mulching	12	Monthly	$33.00	$396.00
6	Fertilizing	12	Monthly	$18.75	$225.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	$33.00	$396.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 2 - Stuart Flagler Avenue Center, Park & Feed Store					
8	Turf Grasses	12	Monthly	$1,837.50	$22,050.00
9	Control Weeds	12	Monthly	$70.00	$840.00
10	Pruning Trees & Shrubs (under 8')	12	Monthly	$210.00	$2,520.00
11	Pruning Trees & Shrubs (over 8')	12	Monthly	$426.25	$5,115.00
12	Mulching	12	Monthly	$725.00	$8,700.00
13	Fertilizing	12	Monthly	$131.25	$1,575.00
14	Herbicides, Insecticides & Sterilants	12	Monthly	$258.00	$3,096.00
Group 3 – Evans Crary Bridge medians, ROW's and retention ponds					
15	Turf Grasses	12	Monthly	$367.00	$4,404.00
16	Control Weeds	12	Monthly	$100.00	$1,200.00
17	Pruning Trees & Shrubs (under 8')	12	Monthly	$100.00	$1,200.00
18	Pruning Trees & Shrubs (over 8')	12	Monthly	$60.00	$720.00
19	Mulching	12	Monthly	$21.00	$252.00
20	Fertilizing	12	Monthly	$21.00	$252.00
21	Herbicides, Insecticides & Sterilants	12	Monthly	$33.00	$396.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 4 – Riverside Drive Median Landscape (Including Pelican, Lark, Mango, Martin, Riverside & Menninger Park					
22	Turf Grasses	12	Monthly	$523.70	$6,284.40
23	Control Weeds	12	Monthly	$500.00	$6,000.00
24	Pruning Trees & Shrubs (under 8')	12	Monthly	$1,485.00	$17,820.00
25	Pruning Trees & Shrubs (over 8')	12	Monthly	$100.00	$1,200.00
26	Mulching	12	Monthly	$205.00	$2,460.00
27	Fertilizing	12	Monthly	$100.00	$1,200.00
28	Herbicides, Insecticides & Sterilants	12	Monthly	$100.00	$1,200.00
Group 5 – East 10Th Street Community Center Landscape					
29	Turf Grasses	12	Monthly	$122.50	$1,470.00
30	Control Weeds	12	Monthly	$17.50	$210.00
31	Pruning Trees & Shrubs (under 8')	12	Monthly	$105.00	$1,260.00
32	Pruning Trees & Shrubs (over 8')	12	Monthly	$50.00	$600.00
33	Mulching	12	Monthly	$160.00	$1,920.00
34	Fertilizing	12	Monthly	$12.00	$144.00
35	Herbicides, Insecticides & Sterilants	12	Monthly	$15.71	$188.52

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 6 – Seven Retention Ponds On Both Sides Of The Roosevelt Bridge					
36	Turf Grasses	12	Monthly	$1,309.25	$15,711.00
37	Control Weeds	12	Monthly	$50.00	$600.00
38	Pruning Trees & Shrubs (under 8')	12	Monthly	$150.00	$1,800.00
39	Pruning Trees & Shrubs (over 8')	12	Monthly	$150.00	$1,800.00
40	Mulching	12	Monthly	$50.00	$600.00
41	Fertilizing	12	Monthly	$20.00	$240.00
42	Herbicides, Insecticides & Sterilants	12	Monthly	$0.00	$0.00
Group 7 – Us #1 From Indian St. To Baker Road Including Median At Sr 5A Cutoff Road, Median At Palm City Rd. And Roosevelt Bridge Concrete Medians (North And South Side)					
43	Turf Grasses	12	Monthly	$122.50	$1,470.00
44	Control Weeds	12	Monthly	$420.00	$5,040.00
45	Pruning Trees & Shrubs (under 8')	12	Monthly	$3,150.00	$37,800.00
46	Pruning Trees & Shrubs (over 8')	12	Monthly	$500.00	$6,000.00
47	Mulching	12	Monthly	$1,600.00	$19,200.00
48	Fertilizing	12	Monthly	$206.25	$2,475.00
49	Herbicides, Insecticides & Sterilants	12	Monthly	$470.00	$5,640.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 8 – Palm Beach Road Medians And Swales Landscape					
50	Turf Grasses	12	Monthly	$735.00	$8,820.00
51	Control Weeds	12	Monthly	$592.00	$7,104.00
52	Pruning Trees & Shrubs (under 8')	12	Monthly	$735.00	$8,820.00
53	Pruning Trees & Shrubs (over 8')	12	Monthly	$0.00	$0.00
54	Mulching	12	Monthly	$0.00	$0.00
55	Fertilizing	12	Monthly	$0.00	$0.00
56	Herbicides, Insecticides & Sterilants	12	Monthly	$12.56	$150.72
Group 9 – Water Plant					
57	Turf Grasses	12	Monthly	$314.22	$3,770.64
58	Control Weeds	12	Monthly	$200.00	$2,400.00
59	Pruning Trees & Shrubs (under 8')	12	Monthly	$300.00	$3,600.00
60	Pruning Trees & Shrubs (over 8')	12	Monthly	$0.00	$0.00
61	Mulching	12	Monthly	$12.00	$144.00
62	Fertilizing	12	Monthly	$85.00	$1,020.00
63	Herbicides, Insecticides & Sterilants	12	Monthly	$13.00	$156.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 10 – Colorado Mini-Park & Kiwanis Park and Ride (Located on Colorado Avenue from US 1 to SE Dixie Highway					
64	Turf Grasses	12	Monthly	$314.22	$3,770.64
65	Control Weeds	12	Monthly	$50.00	$600.00
66	Pruning Trees & Shrubs (under 8')	12	Monthly	$100.00	$1,200.00
67	Pruning Trees & Shrubs (over 8')	12	Monthly	$50.00	$600.00
68	Mulching	12	Monthly	$44.00	$528.00
69	Fertilizing	12	Monthly	$50.00	$600.00
70	Herbicides, Insecticides & Sterilants	12	Monthly	$45.00	$540.00
Group 11 – Kanner Highway From Us-1 To Monterey Road					
71	Turf Grasses	12	Monthly	$0.00	$0.00
72	Control Weeds	12	Monthly	$70.00	$840.00
73	Pruning Trees & Shrubs (under 8')	12	Monthly	$1,050.00	$12,600.00
74	Pruning Trees & Shrubs (over 8')	12	Monthly	$50.00	$600.00
75	Mulching	12	Monthly	$560.00	$6,720.00
76	Fertilizing	12	Monthly	$56.25	$675.00
77	Herbicides, Insecticides & Sterilants	12	Monthly	$183.00	$2,196.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 12 – Public Safety Complex					
78	Turf Grasses	12	Monthly	$418.96	$5,027.52
79	Control Weeds	12	Monthly	$200.00	$2,400.00
80	Pruning Trees & Shrubs (under 8')	12	Monthly	$200.00	$2,400.00
81	Pruning Trees & Shrubs (over 8')	12	Monthly	$0.00	$0.00
82	Mulching	12	Monthly	$125.00	$1,500.00
83	Fertilizing	12	Monthly	$85.00	$1,020.00
84	Herbicides, Insecticides & Sterilants	12	Monthly	$165.00	$1,980.00
Group 13 – Moore's Cemetery					
85	Turf Grasses	12	Monthly	$735.00	$8,820.00
86	Control Weeds	12	Monthly	$17.50	$210.00
87	Pruning Trees & Shrubs (under 8')	12	Monthly	$420.00	$5,040.00
88	Pruning Trees & Shrubs (over 8')	12	Monthly	$50.00	$600.00
89	Mulching	12	Monthly	$0.00	$0.00
90	Fertilizing	12	Monthly	$37.50	$450.00
91	Herbicides, Insecticides & Sterilants	12	Monthly	$45.00	$540.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 14 – Poppleton Creek Park & Dog Park (On Central Parkway)					
92	Turf Grasses	12	Monthly	$1,102.50	$13,230.00
93	Control Weeds	12	Monthly	$17.50	$210.00
94	Pruning Trees & Shrubs (under 8')	12	Monthly	$8.75	$105.00
95	Pruning Trees & Shrubs (over 8')	12	Monthly	$100.00	$1,200.00
96	Mulching	12	Monthly	$0.00	$0.00
97	Fertilizing	12	Monthly	$112.50	$1,350.00
98	Herbicides, Insecticides & Sterilants	12	Monthly	$30.00	$360.00
Group 15 – Dixie Highway Landscaping Phase I & II From Monterey Road To Lincoln Ave					
99	Turf Grasses	12	Monthly	$1,102.50	$13,230.00
100	Control Weeds	12	Monthly	$70.00	$840.00
101	Pruning Trees & Shrubs (under 8')	12	Monthly	$1,575.00	$18,900.00
102	Pruning Trees & Shrubs (over 8')	12	Monthly	$268.00	$3,216.00
103	Mulching	12	Monthly	$1,200.00	$14,400.00
104	Fertilizing	12	Monthly	$314.22	$3,770.64
105	Herbicides, Insecticides & Sterilants	12	Monthly	$141.40	$1,696.80

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 16 – Amerigo Avenue Retention Ponds & Median From Weir Street To Riverside Drive					
106	Turf Grasses	12	Monthly	$235.67	$2,828.04
107	Control Weeds	12	Monthly	$0.00	$0.00
108	Pruning Trees & Shrubs (under 8')	12	Monthly	$0.00	$0.00
109	Pruning Trees & Shrubs (over 8')	12	Monthly	$0.00	$0.00
110	Mulching	12	Monthly	$0.00	$0.00
111	Fertilizing	12	Monthly	$0.00	$0.00
112	Herbicides, Insecticides & Sterilants	12	Monthly	$0.00	$0.00
Group 17 – Fraizer Creek Ditch					
113	Turf Grasses	12	Monthly	$188.53	$2,262.36
Group 18 – East Ocean Median & Row From Georgia Ave To Colorado Avenue					
114	Turf Grasses	12	Monthly	$209.48	$2,513.76
115	Control Weeds	12	Monthly	$200.00	$2,400.00
116	Pruning Trees & Shrubs (under 8')	12	Monthly	$200.00	$2,400.00
117	Pruning Trees & Shrubs (over 8')	12	Monthly	$50.00	$600.00
118	Mulching	12	Monthly	$60.00	$720.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
119	Fertilizing	12	Monthly	$8.00	$96.00
120	Herbicides, Insecticides & Sterilants	12	Monthly	$8.00	$96.00
Group 19 – Fire Station III 3473 NW Green River Pkwy					
121	Turf Grasses	12	Monthly	$367.50	$4,410.00
122	Control Weeds	12	Monthly	$17.50	$210.00
123	Pruning Trees & Shrubs (under 8')	12	Monthly	$210.00	$2,520.00
124	Pruning Trees & Shrubs (over 8')	12	Monthly	$0.00	$0.00
125	Mulching	12	Monthly	$0.00	$0.00
126	Fertilizing	12	Monthly	$93.75	$1,125.00
127	Herbicides, Insecticides & Sterilants	12	Monthly	$8.00	$96.00
Group 20 - Turf Grass And Management Of Vegetation One Cut Per Month					
128	Substation Ditch At 5 A Cutoff Road/Dixie Hwy	12	Monthly	$110.00	$1,320.00
129	Baker Road From Green River Pkwy. To Savannah Road-	12	Monthly	$227.50	$2,730.00
130	Dixie Hwy. (SR707) From Green River Pkwy. To Cardinal Avenue	12	Monthly	$113.75	$1,365.00
131	Dixie Hwy. (SR707) From Palm Street To Greenriver Pkwy	12	Monthly	$113.75	$1,365.00
132	Kingswood Terrace From Monterey Road To Dead End	12	Monthly	$105.00	$1,260.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 21- Water Reclamation Plant - 301 Stypmann Blvd					
133	Turf Grasses	12	Monthly	$19.00	$228.00
134	Control Weeds	12	Monthly	$35.00	$420.00
135	Pruning Trees & Shrubs (under 8')	12	Monthly	$210.00	$2,520.00
136	Pruning Trees & Shrubs (over 8')	12	Monthly	$300.00	$3,600.00
137	Mulching	12	Monthly	$0.00	$0.00
138	Fertilizing	12	Monthly	$18.75	$225.00
Group 22 -Sailfish Park/Ball Fields					
139	Mowing Bermuda Turf	12	Monthly	$8,840.00	$106,080.00
140	Mowing Common Grounds	12	Monthly	$875.00	$10,500.00
141	Field Edging	12	Monthly	$1,400.00	$16,800.00
142	Fire Ant Control	12	Monthly	$678.50	$8,142.00
TOTAL					**$549,804.00**

CONTACT INFORMATION

Company Name:	Brightview Landscape Services
Contact Name:	Michael Hoffman
Contact Title:	Business Developer
Contact Phone Number:	7869629718
Contact email:	michael.hoffman@brightview.com

City of Stuart

SAFETY STANDARDS CERTIFICATION

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

Signed, Sealed and Witnessed in the Presence of:

DATE: 1/5/2025

FOR: Brightview Landscape Services
(Firm Name)

BY: Charles Gonzalez
(Signature)

(Witness)

(Witness)

VPGM
(Title)

(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this 5th day of January 2026,

known to me, or identified as _____

in the City of Stuart, County of Martin, State of Florida.

Signed: Amanda Clouthier Notary Public

My Commission Expires: 5/1/2027. (Affix Seal)

AMANDA CLOUTHIER
MY COMMISSION # HH393278
EXPIRES: May 01, 2027

REFERENCE FORM

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

#1 REFERENCE

Company/Entity Name:	City of Port Saint Lucie Right of Way Mowing and Landscaping
Address	121 SW Port St. Lucie Blvd
City	Port St. Lucie , State FL Zip Code 34984
Contact Name:	Gerald Rogers Title: Project Coordinator - Public Works Dept.
Phone No:	772-521-5706 Fax: Email: grogers@cityofpsl.com
Date of Service or Contract Period:	2/1/22-Current Location Port St. Lucie
Summary of Services Performed	Full Landscape Maintenance Governmental or Private Governmental

#2 REFERENCES

Company/Entity Name:	School District of Indian River County Landscape Maintenance
Address	6500 57th Street
City	Vero Beach , State FL Zip Code 32967
Contact Name:	Bob Michael Title: Director of Maintenance
Phone No:	772-564-5060 Fax: Email: Robert.michael@indianriverschools.com
Date of Service or Contract Period:	7/1/2022 - Current Location Indian River County
Summary of Services Performed	Full Landscape Maintenance Governmental or Private Governmental

#3 REFERENCES

Company/Entity Name:	Martin County School District
Address	2845 SE Dixie Hwy
City	Stuart , State FL Zip Code 34997
Contact Name:	Brian Desreuisseau Title: Director of Maintenance
Phone No:	772-485-8841 Fax: Email: desreub@martinschools.org
Date of Service or Contract Period:	7/1/2025 - Current Location Stuart
Summary of Services Performed	Full Landscape Maintenance Governmental or Private Governmental

Company Name Brightview Landscape Services, Inc.

SCHEDULE OF SUBCONTRACTORS PARTICIPATION

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

Name of Subcontractor: All Florida Tree

Contact Name: Allen McPherson

Address, City, State, Zip, Phone: 4436 SW Honey Terrace Palm City, FL 34990
561-262-9752

Type of Work to be Performed: Tree Trimming over 10'

License No. FL-1332A Percentage of Work 50 %

Name of Subcontractor: NONE

Contact Name: _____

Address, City, State, Zip, Phone: _____

_____

Type of Work to be Performed: _____

License No. _____ Percentage of Work 0 %

Name of Subcontractor: NONE

Contact Name: _____

Address, City, State, Zip, Phone: _____

_____

Type of Work to be Performed: _____

License No. _____ Percentage of Work 0 %

Company Name Brightview Landscape Services, Inc.

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

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

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

   by: Charles Gonzalez VPGM

   (print individual's name and title)
   for: Brightview Landscape Services, Inc.

   (print name of entity submitting sworn statement)
   whose business address is: 3340 SE Dixie Hwy, Stuart, FL 34997

   and (if applicable) its Federal Employer Identification Number (FEIN) is: 95-4194223

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

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

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

☑ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

Signature Charles Gonzalez

Sworn to and subscribed before me this 5th day of January, 2026.

Personally known X OR Produced Identification _____

_____ Notary Public – State of Florida

*Type of Identification*_____ My Commission Expires: 5/1/2027

SEAL OR STAMP

AMANDA CLOUTHIER
MY COMMISSION # HH393278
EXPIRES: May 01, 2027

DRUG-FREE WORKPLACE CERTIFICATION

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

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

This Certification is submitted by Charles Gonzalez
(Individual's Name)

Of
Brightview Landscape Services, Inc.
(Name of Company)

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

1/5/2025
Date

Charles Gonzalez
Signature

Public Entity Crimes Form
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

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

Acknowledged by:

Brightview Landscape Services, Inc.
Company Name

Charles Gonzalez
Signature

Charles Gonzalez VPGM
Name and title (Print or Type)

1/5/2025
Date

E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and

2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

E-Verify Company Identification Number 13026

Date of Authorization 1/29/2024

Name of Contractor Brightview Landscape Services, Inc.

Name of Project Landscape Maintenance Services

Solicitation Number RFP No. 2026-201
(If Applicable)

Charles Gonzalez

Signature of Authorized Officer or Agent

Charles Gonzalez VPGM

Printed Name and Title of Authorized Officer or Agent

BRIGHTVIEW LANDSCAPE SERVICES PRESENTATION



BrightView

3340 SE Dixie
Highway Stuart, FL
34997
tel: 772-220-3676
fax: 772-287-1164

www.brightview.com

January 5, 2026

Transmittal Letter

The City of Stuart
121 SW Flagler
Stuart, Florida 34994

Brightview Landscape Services is please to submit this proposal to the City of Stuart. We understand the scope of work to include comprhensive landscape maintenance, irrigation, horticultural services, and proactive communication to ensure City properties are maintained to the highest standards.

Brightview brings extensive resources, local expertise, and proven systems to support the City of Stuart. Some of the key advantages we possess in this market are;

- ***Local Service Provider with Full Service Capability*** **- Brightview Stuart currently conducts operations close to all City locations and has multiple clients near your sites.**
- ***Single Point of Contact*** **Brightview will appoint an account manager to oversee all aspects of operation concerning the City of Stuart. We are full service lending you the ease of Single Point of Contact for all service needs.**
- ***Cost Efficiency*** **Brightview promises to provide realistic, competitive and economical pricing for scheduled services and improving the quality of the city locations by providing economical pricing for additional services.**

Brightview is highly interested in this partnership and is confident that our personnel, equipment, quality control systems, and financial strength uniquely position us to successfully deliver the services outlined in this RFP. We appreciate the opportunity to be considered and look forward to building a long-term partnership with the City of Stuart.

Thank you for the opportunity,

Charles Gonzalez
VPGM

Experience/Knowledge/Qualifications

TAB 1

Company Overview

BrightView Landscape Services has over 140 years of combined experience and operates more than 200 branches nationwide. The Stuart, Florida branch serves Martin County exclusively and employs over 120 local field and management professionals. Our integrated service model includes maintenance, irrigation, enhancements, agronomic services, and sustainability initiatives.

Key personnel assigned to this project include a dedicated Supervisor and Irrigation Specialist, supported by experienced managers with extensive backgrounds in commercial landscaping and agronomics. BrightView commits to maintaining consistent staffing and will not replace assigned personnel without written approval from the City.

Key Statistics:

- **Sales approaching $2.4 billion**
- **Over 20,000 employees**
- **200+ offices nationwide**



Burt Sperber & Crew ~ Circa 1949


Brightview Corp. Headquarters ~ 2008

Fully Integrated Landscape Company

- **Design** incorporates pre-construction services to understand budget and time frame goals.
- **Installation** is performed with a long-term view of the landscape.
- **Maintenance** eliminates transition issues and sustains landscape effectively.
- **Enhancements** breed new life into landscape and bring customer full circle back to design.



Key Personnel Biographies

Key Personnel	Experience	Responsibilities
BRANCH MANAGER **Kyle Osborn** 	■ 16 Years with BVLS ■ 27 Years in commercial landscaping	■ Accountable for the efficiency of client work and increasing market share for the branch. ■ Conduct regular communication and meetings with team members and clients while building enduring relationships with them. ■ Manage multi-million dollar P&L of the branch, expedite contracts and billing, and hire, train, inspire and develop branch staff.
OPERATIONS MANAGER/ IRRIGATION MANAGER **Peter Roppolo** 	■ 21 Years with BVLS ■ 26 Years commercial landscaping ■ 8 Years landscape design and construction ■ BS Degree in Horticulture w/Minor in Business Administration	■ Inspect key client properties to monitor performance and overall job quality. ■ Coordinate and manage client service teams. ■ Ensure proper use and care of all branch assets. ■ Identify staffing needs ■ Monitor branch safety record and implement methods to improve safe workplace practices. ■ Assist the Branch Manager in oversight of total branch operations.

SENIOR ACCOUNT MANAGER **Jake Koch** 	▪ 3 Years with BVLS ▪ 15 Years in commercial landscaping	▪ Cultivate long-term relationships with customers. ▪ Proactively present site enhancement ideas to existing customers. ▪ Develop accurate estimates and takeoffs for both new and existing clients as needed. ▪ Supervise the Production Manager to ensure client needs and expectations are consistently met.

A	T T	P O U B	A ADD SS
Kyle Osborn	Branch Manager	772-643-5797	Kyle.osborn@brightview.com
Peter Roppolo	Operational/ Irrigation Manager	772-631-6903	Peter.Roppolo@brightview.com
Jake Koch	Senior Account Manager	772-285-7455	Jake.Koch@brightview.com

QUALIFICATION OF STAFF

Inspiring People | Nurturing Landscapes

LICENCES

Maintenance

- FNGLA Certified Maintenance Technicians
- BMP Train the Trainer

Irrigation

- Florida Certified Plumbers
- Irrigation Association Member
- Smart Water Irrigation

Pest & Disease

- Florida Certified Operators
- Florida Certified Applicators
- Florida Certified Ag Products

Tree Trimming

- ISA Certified Master Arborist
- ISA Certified Arborist
- TCIA Certified

QUALFICATIONS

Best Management

- Florida Friendly Landscaping
- Train the Trainer

Emergency Response

- Certified First Responder
- Competent in Training

Storm Water

- Emergency Recovery
- Certified Assessor

Safety

- State Rules and Regulations
- Fall Protection

CERTIFICATIONS

FDOT

- Setup Certified
- Competent Trainer

CPR

- First Aid
- Instructor

OSHA

- Hi Lift Certified
- Osha – 10 card

Horticulturalist

- FNGLA Certified Technicians

DEGREES

Agronomy

- BA | As
- Florida, Penn State

Horticulture

- BA | As
- Florida, Penn State

Business

- BA | As
- FAU | Florida State

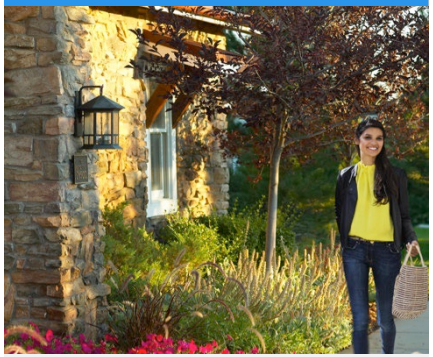
Plant Science

- BA | As
- Florida | Rutgers | Penn State

PROPOSERS EXPERIENCE

Inspiring People | Nurturing Landscapes

LIVE



Approximately

10,000

residential communities nationwide

WORK



Nearly

14,000

office buildings, corporate campuses and industrial facilities

RECOVER



60% of the top 25 health systems

40% of the top 25 skilled nursing facilities

1,300 recovery centers nationwide

LEARN



Approximately

10,000

residential communities nationwide

PROPOSERS EXPERIENCE

Inspiring People | Nurturing Landscapes

PLAY

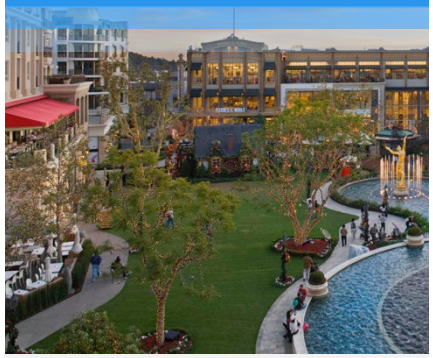


Approximately

2,400

play environments including recreational and theme parks, sports environments including MLB, NFL and Olympic venues, plus the National Mall

SHOP



Nearly

4,000

shopping environments nationwide

REFRESH



100%

of top ten, third-party hotel management firms, plus nearly 2,000 properties including casinos, golf and destination resorts, and conference centers

REFLECT



Serving

2,000

reflection environments nationwide including cemeteries, funeral homes and places of worship

BRIGHTVIEW YOUR E-VERIFIED EMPLOYER





- Ensure 100% compliance with all labor and immigration laws ,we are enrolled in E-Verify in all states in which we operate.

- The organization's participation in E- Verify improves our ability to ensure the individuals we hire and are working on our client's sites are authorized to work in the United States.

- Additionally, E-Verify is only part of our robust employment verification program. The program includes a consistent policy and process enterprise-wide, as well as regular training of our staff and semi-annual auditing to maintain compliance with labor and immigration regulations.

ISA CREDENTIALS



The International Society of Arboriculture

Hereby Announces That

Jenna Marie Crawford

Has Earned the Credential

ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

29 September 2023 — Issue Date
31 December 2026 — Expiration Date
FL-10030A — Certification Number



The International Society of Arboriculture

Hereby Announces That

Cal Leggett

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

24 September 2021 — Issue Date
31 December 2024 — Expiration Date
FL-9799A — Certification Number

ANAB ACCREDITED PERSONNEL CERTIFICATION BODY #0347 ISA Certified Arborist



The International Society of Arboriculture

Hereby Announces That

Jekiel Benavides

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

14 February 2009 — Issue Date
30 June 2024 — Expiration Date
FL-6020A — Certification Number

ANAB ACCREDITED



The International Society of Arboriculture

Hereby Announces That

Jason R. Anderson

Has Earned the Credential

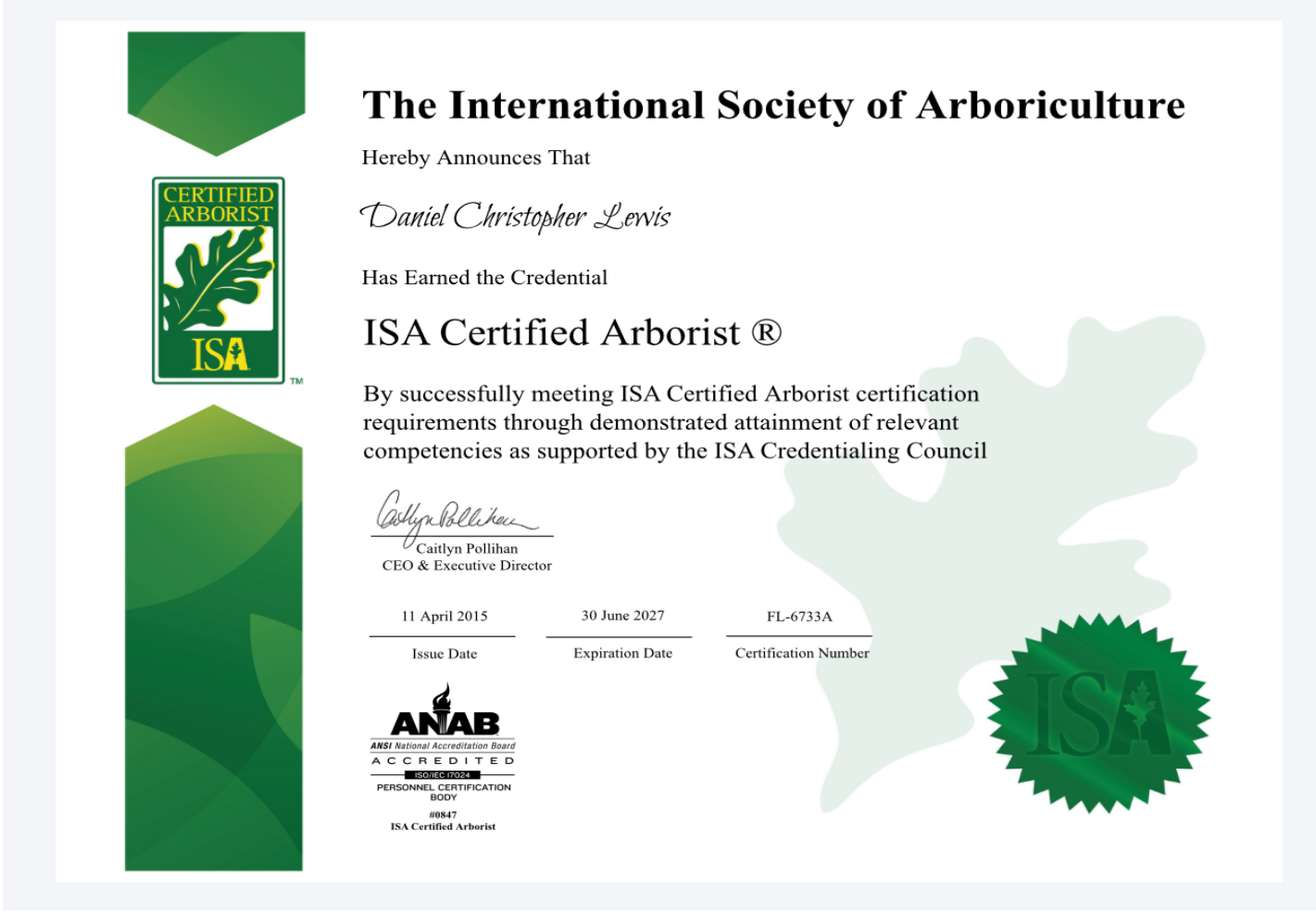
ISA Tree Risk Assessment Qualification

By successfully meeting ISA Tree Risk Assessment Qualification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

09 June 2017 — Issue Date
09 June 2022 — Expiration Date

CLASS A | B TREE TRIMMERS LICENSE



The International Society of Arboriculture

Hereby Announces That

Daniel Christopher Lewis

Has Earned the Credential

ISA Certified Arborist ®

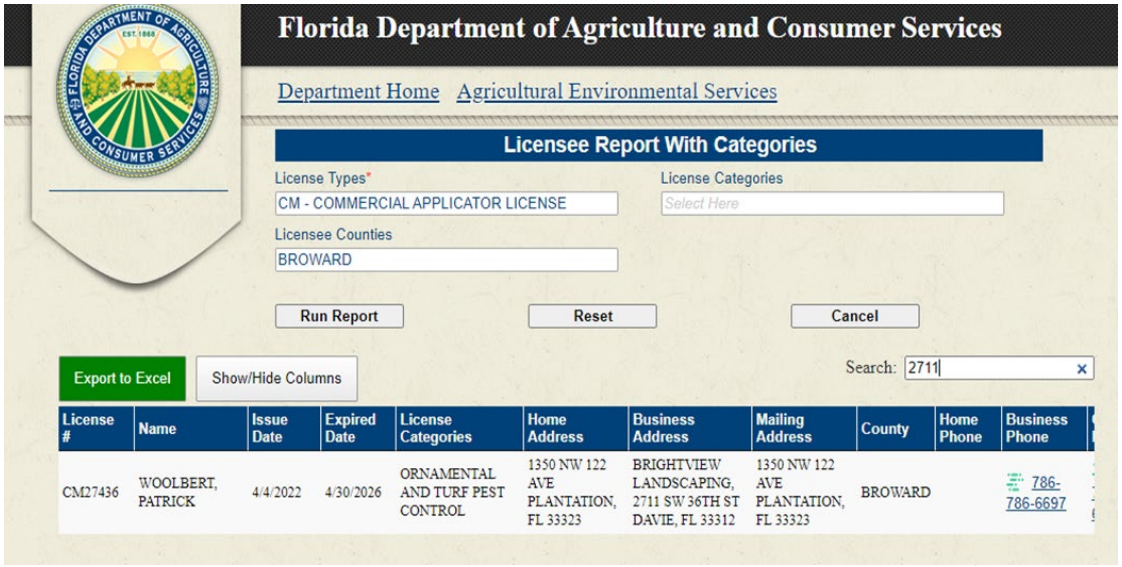
By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

11 April 2015	30 June 2027	FL-6733A
Issue Date	Expiration Date	Certification Number

ANAB
ANSI National Accreditation Board
ACCREDITED
ISO/IEC 17024
PERSONNEL CERTIFICATION BODY
#0847
ISA Certified Arborist

PEST CONTOL OPERATORS FL DEPT AGRICULTURE



Florida Department of Agriculture and Consumer Services

Department Home | Agricultural Environmental Services

Licensee Report With Categories

License Types*: CM - COMMERCIAL APPLICATOR LICENSE

License Categories: Select Here

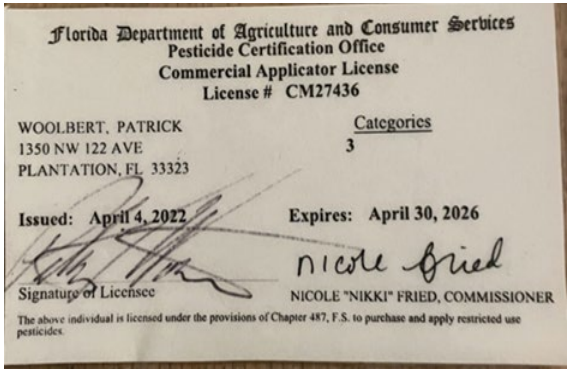
Licensee Counties: BROWARD

Run Report | Reset | Cancel

Export to Excel | Show/Hide Columns

Search: 2711

License #	Name	Issue Date	Expired Date	License Categories	Home Address	Business Address	Mailing Address	County	Home Phone	Business Phone
CM27436	WOOLBERT, PATRICK	4/4/2022	4/30/2026	ORNAMENTAL AND TURF PEST CONTROL	1350 NW 122 AVE PLANTATION, FL 33323	BRIGHTVIEW LANDSCAPING, 2711 SW 36TH ST DAVIE, FL 33312	1350 NW 122 AVE PLANTATION, FL 33323	BROWARD		786-786-6697



Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM27436

WOOLBERT, PATRICK
1350 NW 122 AVE
PLANTATION, FL 33323

Categories
3

Issued: April 4, 2022 Expires: April 30, 2026

Signature of Licensee

nicole fried

NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.



State of Florida

Department of Agriculture and Consumer Services
Bureau of Entomology and Pest Control

CERTIFIED PEST CONTROL OPERATOR

Number: JF200907

CHARLES ALEX LEGGETT IV

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness this signature at Tallahassee, Florida on January 15, 2013

Adam H. Putnam
Commissioner of Agriculture

Chief Bureau of Entomology and Pest Control

DACS form 1710, Feb. 99

MISCELLANEOUS CERTIFICATIONS | LICENSES



Licensee

Name:	**VICTORIA, CARLOS M**	License Number:	**CFC1429383**
Rank:	**Certified Plumbing Contractor**	License Expiration Date:	**08/31/2026**
Primary Status:	**Current**	Original License Date:	**09/17/2015**
Secondary Status:	**Active**		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current	BRIGHTVIEW LANDSCAPE SERVICES, INC.	Primary Qualifying Agent for Business	09/17/2015	Construction Business Information	

MOT CERTIFICATION

Metro Florida Safety Council
Jean Beauvais
BrightView Landscape Services
Flagger - Basic
[FDOT Provider #140]
8/9/2024 Completion Date | 8/9/2028 Expiration Date | *Jeremiah McCarthy* Instructor Signature (888) 697-6372

Metro Florida Safety Council
Christopher Difilippi
BrightView Landscape Services
Flagger - Basic
[FDOT Provider #140]
8/9/2024 Completion Date | 8/9/2028 Expiration Date | *Jeremiah McCarthy* Instructor Signature (888) 697-6372

Metro Florida Safety Council
Gabriel Doreus
BrightView Landscape Services
Flagger - Basic
[FDOT Provider #140]
8/9/2024 Completion Date | 8/9/2028 Expiration Date | *Jeremiah McCarthy* Instructor Signature (888) 697-6372

Metro Florida Safety Council
Shannon Harry
BrightView Landscape Services
Flagger - Basic
[FDOT Provider #140]
8/9/2024 Completion Date | 8/9/2028 Expiration Date | *Jeremiah McCarthy* Instructor Signature (888) 697-6372

Metro Florida Safety Council
Jean Jeanty
BrightView Landscape Services
Flagger - Basic
[FDOT Provider #140]
8/9/2024 Completion Date | 8/9/2028 Expiration Date | *Jeremiah McCarthy* Instructor Signature (888) 697-6372

Metro Florida Safety Council
Robertson Moise
BrightView Landscape Services
Flagger - Basic
[FDOT Provider #140]
8/9/2024 Completion Date | 8/9/2028 Expiration Date | *Jeremiah McCarthy* Instructor Signature (888) 697-6372

Metro Florida Safety Council
Alexander Torres
BrightView Landscape Services
Flagger - Basic
[FDOT Provider #140]
8/9/2024 Completion Date | 8/9/2028 Expiration Date | *Jeremiah McCarthy* Instructor Signature (888) 697-6372



CERTIFICATE
OF COMPLETION

JEHIEL BENAVIDES

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Intermediate Course

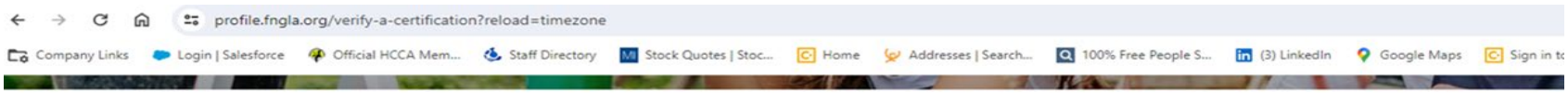
Training Provider: A Plus Training by Ron Henley, LLC
9001 SW 124 Street
Archer FL 32618
Phone: 352-339-6553

Verify this Certificate by visiting www.motadmin.com

12/15/2023 Issue Date | 12/12/2027 Expiration Date | J. H Instructor | 618182 Certificate No.

FDOT

MISCELLANEOUS CERTIFICATIONS



Verify an FNGLA Certification

Please input the following information to find an FNGLA Certified Professional:

« BACK TO SEARCH »

Name: Hector Diaz Morales
Organization: BrightView Landscape Services
- Organization Phone: 1-407-292-9600
- Organization email:

Certification: FNGLA Certified Horticulture Professional
Certified Since: 2/10/2022
Certification Expiration Date: 3/31/2025
Additional Memberships: Organizational Membership

Name: Tyler Drew
Organization: BrightView Landscape Services
- Organization Phone: 1-813-297-4695
- Organization email:

Certification: FNGLA Certified Horticulture Professional
Certified Since: 11/21/2018
Certification Expiration Date: 12/31/2024
Additional Memberships: Organizational Membership

Name: Jonathan Duarte
Organization: BrightView Landscape Services
- Organization Phone: 1-407-718-4006
- Organization email: Shannon.Harry@Brightview.com

Certification: FNGLA Certified Landscape Maintenance Technician
Certified Since: 4/15/2022
Certification Expiration Date: 6/30/2025
Additional Memberships: Organizational Membership

Name: Jonathan Duarte
Organization: BrightView Landscape Services
- Organization Phone: 1-407-718-4006
- Organization email: Shannon.Harry@Brightview.com

Certification: FNGLA Certified Landscape Technician
Certified Since: 4/15/2022
Certification Expiration Date: 6/30/2025
Additional Memberships: Organizational Membership

Name: Johnathan Giaquinta
Organization: BrightView Landscape Services
- Organization Phone: 1-407-292-9600
- Organization email:

Certification: FNGLA Certified Horticulture Professional
Certified Since: 6/2/2023
Certification Expiration Date: 6/30/2026
Additional Memberships: Organizational Membership

Name: Arturo Gomez
Organization: BrightView Landscape Services
- Organization Phone: 1-407-718-4006
- Organization email: Shannon.Harry@Brightview.com

Certification: FNGLA Certified Landscape Maintenance Technician
Certified Since: 4/15/2022
Certification Expiration Date: 6/30/2025
Additional Memberships: Organizational Membership

FEDERAL, LOCAL AND STATE REGULATIONS

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
11600 S MILITARY TRL BLDG J4
VILLAGE OF GOLF FL 33436

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
LAWN MAINTENANCE	WORLAND CHARLES		B23.736476 9/20/2023	66.00	B40111438

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200802035
EXPIRES: 9/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

BRIGHTVIEW LANDSCAPE SERVICES INC
BRIGHTVIEW LANDSCAPE SERVICES INC
11600 S MILITARY TRL BLDG J4
BOYNTON BEACH FL 33436

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
11600 S MILITARY TRL BLDG J4
VILLAGE OF GOLF FL 33436

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
LANDSCAPING	WORLAND CHARLES		B23.736477 9/20/2023	66.00	B40111437

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200802036
EXPIRES: 9/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

BRIGHTVIEW LANDSCAPE SERVICES INC
BRIGHTVIEW LANDSCAPE SERVICES INC
11600 S MILITARY TRL BLDG J4
BOYNTON BEACH FL 33436

Why Brightview?

- Full Service Provider – One Company for all your needs
- Local Operations
- Florida Coverage – for emergencies like Hurricanes
- Focused on improving quality while reducing costs
- Proactive solutions to achieve expectations
- 30+ Years of local experience

Operational Plans

TAB 2

Start-Up Plan

- 30-45 days prior, begin start-up procedures at branch level. This includes but is not limited to
    - Digital photo documentation of areas of concern relating to turf, plant material and hard scape
    - Perform Brightview Job-Start-up Safety Inspection and Job Start-up checklist on each of the areas to be serviced
- Meet with appropriate City of Stuart staff to discuss any issues that require clarification or special attention
- Create a priority plan for first 90 days on critical service needs.
- Prepare internal job set up, sequencing and scheduling documents (maps, reporting set-up, etc.) to allow for a smooth start

- Scheduling of work – staffing requirements can change for the purpose of adding personnel to address the conventional mowing cycles. Brightview's historic hiring practices locally enable us to staff at adequate levels through use of internal labor planning tools such as Monthly Manpower planners, HR hiring and recruitment resources
  - Example: 2 Mow Cycles – Staff and schedule to complete all mowing during the first (3/1-3/4) and last weeks (3/29-4/1). Detailing, irrigation and chem/spray activities remain on monthly calendar
  - August example 4 mow cycles - Staff and schedule to complete all mowing on weekly basis. Detailing, irrigation and chem/spray activities remain on monthly calendar
  - 90 Day planner and annual calendar utilized at the branch level for weekly operations meetings

- Sequencing of activities
  - Mow
  - Detail
  - Irrigation work
  - Chem/Spray - Agronomics
- Flow of work to generally follow the flow as outlined in General Maintenance Report Sheet, with the exceptions in areas that overlap with existing business

- Management – Account Manager is a single point of contact. Also, English speaking crew leaders can be addressed if needed while on-site. Account Manager will visit site locations prior to work sequence to determine specific items which need attention. Work orders are delivered each morning to crew leaders for execution. AM's circle back to inspect the work and provide written reports of completed activities. These inspections can be completed simultaneously with the city representative if required.
- Staffing -
  - Mowing team to consist of Crew Leader/Driver and laborers. Crew will have 2 zero turn mowers, edger and string trimmers
  - Wide area mowing team to consist of Crew Leader/Tractor operator, edger and string trimmer operators. Equipment used will be 45hp tractor with large area mowing or bush hog deck
  - Irrigation techs to consist of fully stocked irrigation vehicle
  - Pest Control/Fertilization tech to consist of fully functional 800 gallon pesticide pump truck and trailer for fertilization equipment
- Equipment Pallet -
  - One ton Isuzu type truck
  - Enclosed trailers
  - Isuzu dump body detail truck
  - One ton chemical tank truck
  - Zero turn mowers
  - 45hp Tractor
  - Wide area mowing decks
  - Walk behind mowers and 2 cycle

30 - Day Follow Up

Questions to Ask the Customer	***Yes***	***No***
1. *Have we made a noticeable improvement on your property?*	☐	☐
2. *Did you receive everything you were expecting from the sales process?*	☐	☐
3. *Are you completely satisfied?*	☐	☐
4. *By now you should have received the following documents:*		
▪ Welcome Letter and Customer Fact Sheet	☐	☐
▪ 30 Day Action Plan	☐	☐
▪ Technical Issues Report	☐	☐
▪ Irrigation Start-Up Inspection	☐	☐
▪ Proposal for extra work (AEW)	☐	☐

BRIGHTVIEW PLAN FOR RESULTS

Inspiring People | Nurturing Landscapes

PRE-SERVICE

- Branch planning meeting
- Identify and mitigate any safety hazards
- Meet your Client Service Team
- Establish communication, reporting expectations & preferences
- Individual site planning

30 DAYS

- Initial site walk-through
- Week 1 Alignment Check
- Week 2 Alignment Check
- 30 Day Alignment Check
- Receive first invoice

60 DAYS

- Site walk of facility
- Receive Customer Satisfaction Survey
- Review survey responses with your Client Service Team
- Align and strengthen areas in need of improvement

90 DAYS

- Site walk of facility with your Client Service Team
- Review 90 Day Follow-up Partnership Transition Guide
- Check progress and/or completion of key site initiatives

It is my job to ensure a smooth transition for our Clients and our Team With the guidance of our transition plan and designated experts in their fields, we are committed to a seamless transition and a strong first step.

Kyle Osborn
Branch Manager



Proposal Form

TAB 3

7. Pricing Proposal

TABLE 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 1 - Sailfish Circle					
1	Turf Grasses	12	Monthly	$331.58	$3,978.96
2	Control Weeds	12	Monthly	$100.00	$1,200.00
3	Pruning Trees & Shrubs (under 8')	12	Monthly	$161.00	$1,932.00
4	Pruning Trees & Shrubs (over 8')	12	Monthly	$20.00	$240.00
5	Mulching	12	Monthly	$33.00	$396.00
6	Fertilizing	12	Monthly	$18.75	$225.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	$33.00	$396.00
Group 2 - Stuart Flagler Avenue Center, Park & Feed Store					
8	Turf Grasses	12	Monthly	$1,837.50	$22,050.00
9	Control Weeds	12	Monthly	$70.00	$840.00
10	Pruning Trees & Shrubs (under 8')	12	Monthly	$210.00	$2,520.00
11	Pruning Trees & Shrubs (over 8')	12	Monthly	$426.25	$5,115.00
12	Mulching	12	Monthly	$725.00	$8,700.00
13	Fertilizing	12	Monthly	$131.25	$1,575.00
14	Herbicides, Insecticides & Sterilants	12	Monthly	$258.00	$3,096.00
Group 3 – Evans Crary Bridge medians, ROW's and retention ponds					
15	Turf Grasses	12	Monthly	$367.00	$4,404.00
16	Control Weeds	12	Monthly	$100.00	$1,200.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	Pruning Trees & Shrubs (under 8')	12	Monthly	$100.00	$1,200.00
18	Pruning Trees & Shrubs (over 8')	12	Monthly	$60.00	$720.00
19	Mulching	12	Monthly	$21.00	$252.00
20	Fertilizing	12	Monthly	$21.00	$252.00
21	Herbicides, Insecticides & Sterilants	12	Monthly	$33.00	$396.00
Group 4 – Riverside Drive Median Landscape (Including Pelican, Lark, Mango, Martin, Riverside & Menninger Park					
22	Turf Grasses	12	Monthly	$523.70	$6284.40
23	Control Weeds	12	Monthly	$500.00	$6,000.00
24	Pruning Trees & Shrubs (under 8')	12	Monthly	$1,485.00	$17,820.00
25	Pruning Trees & Shrubs (over 8')	12	Monthly	$100.00	$1,200.00
26	Mulching	12	Monthly	$205.00	$2,460.00
27	Fertilizing	12	Monthly	$100.00	$1,200.00
28	Herbicides, Insecticides & Sterilants	12	Monthly	$100.00	$1,200.00
Group 5 – East 10Th Street Community Center Landscape					
29	Turf Grasses	12	Monthly	$122.50	$1,470.00
30	Control Weeds	12	Monthly	$17.50	$210.00
31	Pruning Trees & Shrubs (under 8')	12	Monthly	$105.00	$1,260.00
32	Pruning Trees & Shrubs (over 8')	12	Monthly	$50.00	$600.00
33	Mulching	12	Monthly	$160.00	$1,920.00
34	Fertilizing	12	Monthly	$12.00	$144.00
35	Herbicides, Insecticides & Sterilants	12	Monthly	$15.71	$188.52

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 6 – Seven Retention Ponds On Both Sides Of The Roosevelt Bridge					
36	Turf Grasses	12	Monthly	$1,309.25	$15,711.00
37	Control Weeds	12	Monthly	$50.00	$600.00
38	Pruning Trees & Shrubs (under 8')	12	Monthly	$150.00	$1,800.00
39	Pruning Trees & Shrubs (over 8')	12	Monthly	$150.00	$1,800.00
40	Mulching	12	Monthly	$50.00	$600.00
41	Fertilizing	12	Monthly	$20.00	$240.00
42	Herbicides, Insecticides & Sterilants	12	Monthly	$0	$0
Group 7 – Us #1 From Indian St. To Baker Road Including Median At Sr 5A Cutoff Road, Median At Palm City Rd. And Roosevelt Bridge Concrete Medians (North And South Side)					
43	Turf Grasses	12	Monthly	$122.50	$1,470.00
44	Control Weeds	12	Monthly	$420.00	$5,040.00
45	Pruning Trees & Shrubs (under 8')	12	Monthly	$3,150.00	$37,800.00
46	Pruning Trees & Shrubs (over 8')	12	Monthly	$500.00	$6,000.00
47	Mulching	12	Monthly	$1,600.00	$19,200.00
48	Fertilizing	12	Monthly	$206.25	$2,475.00
49	Herbicides, Insecticides & Sterilants	12	Monthly	$470.00	$5,640.00
Group 8 – Palm Beach Road Medians And Swales Landscape					
50	Turf Grasses	12	Monthly	$735.00	$8,820.00
51	Control Weeds	12	Monthly	$592.00	$7,104.00
52	Pruning Trees & Shrubs (under 8')	12	Monthly	$735.00	$8,820.00
53	Pruning Trees & Shrubs (over 8')	12	Monthly	$0	$0

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
54	Mulching	12	Monthly	$0	$0
55	Fertilizing	12	Monthly	$0	$0
56	Herbicides, Insecticides & Sterilants	12	Monthly	$12.56	$150.72
Group 9 – Water Plant					
57	Turf Grasses	12	Monthly	$314.22	$3,770.64
58	Control Weeds	12	Monthly	$200.00	$2,400.00
59	Pruning Trees & Shrubs (under 8')	12	Monthly	$300.00	$3,600.00
60	Pruning Trees & Shrubs (over 8')	12	Monthly	$0	$0
61	Mulching	12	Monthly	$12.00	$144.00
62	Fertilizing	12	Monthly	$85.00	$1,020.00
63	Herbicides, Insecticides & Sterilants	12	Monthly	$13.00	$156.00
Group 10 – Colorado Mini-Park & Kiwanis Park and Ride (Located on Colorado Avenue from US 1 to SE Dixie Highway					
64	Turf Grasses	12	Monthly	$341.22	$3,770.64
65	Control Weeds	12	Monthly	$50.00	$600.00
66	Pruning Trees & Shrubs (under 8')	12	Monthly	$100.00	$1,200.00
67	Pruning Trees & Shrubs (over 8')	12	Monthly	$50.00	$600.00
68	Mulching	12	Monthly	$44.00	$528.00
69	Fertilizing	12	Monthly	$50.00	$600.00
70	Herbicides, Insecticides & Sterilants	12	Monthly	$45.00	$540.00
Group 11 – Kanner Highway From Us-1 To Monterey Road					
71	Turf Grasses	12	Monthly	$0	$0

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
72	Control Weeds	12	Monthly	$70.00	$840.00
73	Pruning Trees & Shrubs (under 8')	12	Monthly	$1,050.00	$12,600.00
74	Pruning Trees & Shrubs (over 8')	12	Monthly	$50	$600
75	Mulching	12	Monthly	$560.00	$6,720.00
76	Fertilizing	12	Monthly	$56.25	$675.00
77	Herbicides, Insecticides & Sterilants	12	Monthly	$183.00	$2,196.00
Group 12 – Public Safety Complex					
78	Turf Grasses	12	Monthly	$418.96	$5,027.52
79	Control Weeds	12	Monthly	$200.00	$2,400.00
80	Pruning Trees & Shrubs (under 8')	12	Monthly	$200.00	$2,400.00
81	Pruning Trees & Shrubs (over 8')	12	Monthly	$0	$0
82	Mulching	12	Monthly	$125.00	$1,500.00
83	Fertilizing	12	Monthly	$85.00	$1,020.00
84	Herbicides, Insecticides & Sterilants	12	Monthly	$165.00	$1,980.00
Group 13 – Moore's Cemetery					
85	Turf Grasses	12	Monthly	$735.00	$8,820.00
86	Control Weeds	12	Monthly	$17.50	$210.00
87	Pruning Trees & Shrubs (under 8')	12	Monthly	$420.00	$5,040.00
88	Pruning Trees & Shrubs (over 8')	12	Monthly	$50.00	$600.00
89	Mulching	12	Monthly	$0	$0
90	Fertilizing	12	Monthly	$37.50	$450.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
91	Herbicides, Insecticides & Sterilants	12	Monthly	$45.00	$540.00
Group 14 – Poppleton Creek Park & Dog Park (On Central Parkway)					
92	Turf Grasses	12	Monthly	$1,102.50	$13,230.00
93	Control Weeds	12	Monthly	$17.50	$210.00
94	Pruning Trees & Shrubs (under 8')	12	Monthly	$8.75	$105.00
95	Pruning Trees & Shrubs (over 8')	12	Monthly	$100.00	$1,200.00
96	Mulching	12	Monthly	$0	$0
97	Fertilizing	12	Monthly	$112.50	$1,350.00
98	Herbicides, Insecticides & Sterilants	12	Monthly	$30.00	$360.00
Group 15 – Dixie Highway Landscaping Phase I & II From Monterey Road To Lincoln Ave					
99	Turf Grasses	12	Monthly	$1,102.50	$13,230.00
100	Control Weeds	12	Monthly	$70.00	$840.00
101	Pruning Trees & Shrubs (under 8')	12	Monthly	$1,575.00	$18,900.00
102	Pruning Trees & Shrubs (over 8')	12	Monthly	$268.00	$3,216.00
103	Mulching	12	Monthly	$1,200.00	$14,400.00
104	Fertilizing	12	Monthly	$314.22	$3,770.64
105	Herbicides, Insecticides & Sterilants	12	Monthly	$141.40	$1,696.80
Group 16 – Amerigo Avenue Retention Ponds & Median From Weir Street To Riverside Drive					
106	Turf Grasses	12	Monthly	$235.67	$2,828.04
107	Control Weeds	12	Monthly	$0	$0
108	Pruning Trees & Shrubs (under 8')	12	Monthly	$0	$0

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
109	Pruning Trees & Shrubs (over 8')	12	Monthly	$0	$0
110	Mulching	12	Monthly	$0	$0
111	Fertilizing	12	Monthly	$0	$0
112	Herbicides, Insecticides & Sterilants	12	Monthly	$0	$0
Group 17 – Fraizer Creek Ditch					
113	Turf Grasses	12	Monthly	$188.53	$2,262.36
Group 18 – East Ocean Median & Row From Georgia Ave To Colorado Avenue					
114	Turf Grasses	12	Monthly	$209.48	$2,513.76
115	Control Weeds	12	Monthly	$200.00	$2,400.00
116	Pruning Trees & Shrubs (under 8')	12	Monthly	$200.00	$2,400.00
117	Pruning Trees & Shrubs (over 8')	12	Monthly	$50.00	$600.00
118	Mulching	12	Monthly	$60.00	$720.00
119	Fertilizing	12	Monthly	$8.00	$96.00
120	Herbicides, Insecticides & Sterilants	12	Monthly	$8.00	$96.00
Group 19 – Fire Station III 3473 NW Green River Pkwy					
121	Turf Grasses	12	Monthly	$367.50	$4,410.00
122	Control Weeds	12	Monthly	$17.50	$210.00
123	Pruning Trees & Shrubs (under 8')	12	Monthly	$210.00	$2,520.00
124	Pruning Trees & Shrubs (over 8')	12	Monthly	$0	$0
125	Mulching	12	Monthly	$0	$0
126	Fertilizing	12	Monthly	$93.75	$1,125.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
127	Herbicides, Insecticides & Sterilants	12	Monthly	$8	$96
Group 20 - Turf Grass And Management Of Vegetation One Cut Per Month					
128	Substation Ditch At 5 A Cutoff Road/Dixie Hwy	12	Monthly	$110.00	$1,320.00
129	Baker Road From Green River Pkwy. To Savannah Road-	12	Monthly	$227.50	$2,730.00
130	Dixie Hwy. (SR707) From Green River Pkwy. To Cardinal Avenue	12	Monthly	$113.75	$1,365.00
131	Dixie Hwy. (SR707) From Palm Street To Greenriver Pkwy	12	Monthly	$113.75	$1,365.00
132	Kingswood Terrace From Monterey Road To Dead End	12	Monthly	$105.00	$1,260.00
Group 21- Water Reclamation Plant - 301 Stypmann Blvd					
133	Turf Grasses	12	Monthly	$19.00	$228.00
134	Control Weeds	12	Monthly	$35.00	$420.00
135	Pruning Trees & Shrubs (under 8')	12	Monthly	$210.00	$2,520.00
136	Pruning Trees & Shrubs (over 8')	12	Monthly	$300	$3600
137	Mulching	12	Monthly	$0	$0
138	Fertilizing	12	Monthly	$18.75	$225.00
Group 22 -Sailfish Park/Ball Fields					
139	Mowing Bermuda Turf	12	Monthly	$8,840.00	$106,080.00
140	Mowing Common Grounds	12	Monthly	$875.00	$10,500.00
141	Field Edging	12	Monthly	$1,400.00	$16,800.00
142	Fire Ant Control	12	Monthly	$678.50	$8,142.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL			Monthly	$45,817.00	$549,804.00



Past Performance

TAB 4

REFERENCE FORM

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

#1 REFERENCE

Company/Entity Name:	City of Port Saint Lucie Right of Way Mowing and Landscaping		
Address	121 SW Port St. Lucie Blvd		
City	Port St. Lucie ,	State FL	Zip Code 34984
Contact Name:	Gerald Rogers	Title:	Project Coordinator - Public Works Dept.
Phone No:	772-521-5706 Fax:	Email:	grogers@cityofpsl.com
Date of Service or Contract Period:	2/1/22-Current	Location	Port St. Lucie
Summary of Services Performed	Full Landscape Maintenance	Governmental or Private	Governmental

#2 REFERENCES

Company/Entity Name:	School District of Indian River County Landscape Maintenance		
Address	6500 57th Street		
City	Vero Beach ,	State FL	Zip Code 32967
Contact Name:	Bob Michael	Title:	Director of Maintenance
Phone No:	772-564-5060 Fax:	Email:	Robert.michael@indianriverschools.com
Date of Service or Contract Period:	7/1/2022 - Current	Location	Indian River County
Summary of Services Performed	Full Landscape Maintenance	Governmental or Private	Governmental

#3 REFERENCES

Company/Entity Name:	Martin County School District		
Address	2845 SE Dixie Hwy		
City	Stuart ,	State FL	Zip Code 34997
Contact Name:	Brian Desreuisseau	Title:	Director of Maintenance
Phone No:	772-485-8841 Fax:	Email:	desreub@martinschools.org
Date of Service or Contract Period:	7/1/2025 - Current	Location	Stuart
Summary of Services Performed	Full Landscape Maintenance	Governmental or Private	Governmental

Company Name Brightview Landscape Services, Inc.

Insurance/Submittal Forms

TAB 5

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/26/2025

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

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

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
16th Floor
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Everest Indemnity Insurance Company	10851
INSURER B:	Zurich American Ins Co	16535
INSURER C:	American Zurich Ins Co	40142
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
BrightView Landscapes, LLC
Location #34350
3340 SE Dixie Hwy.
Stuart FL 34997 USA

COVERAGES **CERTIFICATE NUMBER:** 570115752184 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y		GLO509642400 SIR applies per policy terms & conditions	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$5,000,000 $2,000,000 $10,000 $5,000,000 $5,000,000 $5,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 5096426 00	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
C B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC509642100 WC - AOS WC509642200 WC - WI	10/01/2025 10/01/2025	10/01/2026 10/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $2,000,000 $2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Brightview Landscape Services LLC is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

Brightview Landscape Services LLC
3340 SE Dixie Hwy.
Stuart FL 34997 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570115752184

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Detail by Entity Name

Florida Profit Corporation
BRIGHTVIEW LANDSCAPE SERVICES, INC.

Filing Information

Document Number	K51636
FEI/EIN Number	95-4194223
Date Filed	12/15/1988
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/10/2024
Event Effective Date	NONE

Principal Address

980 Jolly Road
Suite 300
Blue Bell, PA 19422

Changed: 03/31/2025

Mailing Address

980 Jolly Road
Suite 300
Blue Bell, PA 19422

MARTIN COUNTY BUSINESS TAX RECEIPT

2025 / 2026

EXPIRES: September 30, 2026

Account #:20092670019

Honorable Ruth Pietruszewski
Martin County Tax Collector

Location: 3340 SE DIXIE HWY
Business Phone: (772)220-3676
NAICS Code: 561730
State License:
Business Description:
LAWN/LANDSCAPE MAINTENANCE (LANDSCAPE/LAWN MAIN

Business Name BRIGHTVIEW LANDSCAPE SERVICES INC
Business DBA
Owner Name BRIGHTVIEW LANDSCAPE SERVICES INC
BRIGHTVIEW LANDSCAPE SERVICES INC
980 JOLLY RD, STE 300
BLUE BELL, PA 19422

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

Paid Date **07/04/2025**
Receipt Number
INT-24-00239995

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

Ruth Pietruszewski · Martin County Tax Collector

Website:
MartinTaxCollector.com

3485 SE Willoughby
Blvd. Stuart, FL 34994

Phone:
(772)288-5600

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

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

Chemical/Herbicide/Pesticide List

- Turf – 24-0-11 or equivalent
- Palm/Shrub – 8-2-10 or equivalent
- Weed control- Barricade – Celsius – Finale – Fusilade - Snapshot
- Insect control – Arena – Bandit 2F – Crosscheck – Mallet – Triple Crown
- Fungicide – Armada – heritage G - Subdue
- Ant Bait - Advion

City of Stuart

SAFETY STANDARDS CERTIFICATION

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

Signed, Sealed and Witnessed in the Presence of:

DATE: 1/5/2025

FOR: Brightview Landscape Services
(Firm Name)

BY: Charles Gonzalez
(Signature)

_____
(Witness)

VPGM
(Title)

_____
(Witness)

_____
(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this 5th day of January 2026,
known to me, or identified as _____
in the City of Stuart, County of Martin, State of Florida.

Signed: Amanda Clouthier Notary Public

My Commission Expires: 5/1/2027. (Affix Seal)

AMANDA CLOUTHIER
MY COMMISSION # HH393278
EXPIRES: May 01, 2027

SCHEDULE OF SUBCONTRACTORS PARTICIPATION

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

Name of Subcontractor: All Florida Tree

Contact Name: Allen McPherson

Address, City, State, Zip, Phone: 4436 SW Honey Terrace Palm City, FL 34990
561-262-9752

Type of Work to be Performed: Tree Trimming over 10'

License No. FL-1332A Percentage of Work 50 %

Name of Subcontractor: NONE

Contact Name: _____

Address, City, State, Zip, Phone: _____

_____

Type of Work to be Performed: _____

License No. _____ Percentage of Work 0 %

Name of Subcontractor: NONE

Contact Name: _____

Address, City, State, Zip, Phone: _____

_____

Type of Work to be Performed: _____

License No. _____ Percentage of Work 0 %

Company Name Brightview Landscape Services, Inc.

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

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

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

   by: Charles Gonzalez VPGM

   (print individual's name and title)
   for: Brightview Landscape Services, Inc.

   (print name of entity submitting sworn statement)
   whose business address is: 3340 SE Dixie Hwy, Stuart, FL 34997

   and (if applicable) its Federal Employer Identification Number (FEIN) is: 95-4194223

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

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

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

☑ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

Signature Charles Gonzalez

Sworn to and subscribed before me this 5th day of January, 2026.

Personally known X OR Produced Identification _____

_____ Notary Public – State of Florida

*Type of Identification*_____ My Commission Expires: 5/1/2027

SEAL OR STAMP

AMANDA CLOUTHIER
MY COMMISSION # HH393278
EXPIRES: May 01, 2027

DRUG-FREE WORKPLACE CERTIFICATION

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

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

This Certification is submitted by Charles Gonzalez
(Individual's Name)

Of
Brightview Landscape Services, Inc.
(Name of Company)

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

1/5/2025
Date

Charles Gonzalez
Signature

Public Entity Crimes Form
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

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

Acknowledged by:

Brightview Landscape Services, Inc.
Company Name

Charles Gonzalez
Signature

Charles Gonzalez VPGM
Name and title (Print or Type)

1/5/2025
Date

E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and

2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

E-Verify Company Identification Number 13026

Date of Authorization 1/29/2024

Name of Contractor Brightview Landscape Services, Inc.

Name of Project Landscape Maintenance Services

Solicitation Number RFP No. 2026-201
(If Applicable)

Charles Gonzalez

Signature of Authorized Officer or Agent

Charles Gonzalez VPGM

Printed Name and Title of Authorized Officer or Agent

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/26/2025

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

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

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
16th Floor
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Everest Indemnity Insurance Company	10851
INSURER B:	Zurich American Ins Co	16535
INSURER C:	American Zurich Ins Co	40142
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
BrightView Landscapes, LLC
Location #34350
3340 SE Dixie Hwy.
Stuart FL 34997 USA

COVERAGES **CERTIFICATE NUMBER:** 570115752184 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:	Y		GLO509642400 SIR applies per policy terms & conditions	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$5,000,000 $2,000,000 $10,000 $5,000,000 $5,000,000 $5,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			BAP 5096426 00	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
	UMBRELLA LIAB / OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE AGGREGATE	
C B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC509642100 WC - AOS WC509642200 WC - WI	10/01/2025 10/01/2025	10/01/2026 10/01/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $2,000,000 $2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Brightview Landscape Services LLC is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

Brightview Landscape Services LLC
3340 SE Dixie Hwy.
Stuart FL 34997 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570115752184

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Yard-Nique Contract Exhibit A

	Precision Landscape
Line Item	Total
Group 1 - Sailfish Circle	$8,052.00
Group 7 – Us #1 From Indian St. To Baker Road Including Median At Sr 5A Cutoff Road, Median At Palm City Rd. And Roosevelt Bridge Concrete Medians (North And South Side)	$38,760.00
Group 9 – Water Plant	$10,980.00
Group 10 – Colorado Mini-Park & Kiwanis Park and Ride (Located on Colorado Avenue from US 1 to SE Dixie Highway	$7,284.00
Group 11 – Kanner Highway From Us-1 To Monterey Road	$10,212.00
Group 14 – Poppleton Creek Park & Dog Park (On Central Parkway)	$10,980.00
Group 15 – Dixie Highway Landscaping Phase I & II From Monterey Road To Lincoln Ave	$27,360.00
	$113,628.00

[PRECISION LANDSCAPE] RESPONSE DOCUMENT REPORT

RFP No. 2026-201

Landscape Maintenance Services

RESPONSE DEADLINE: January 12, 2026 at 3:00 pm

Report Generated: Monday, January 12, 2026

Precision Landscape Response

CONTACT INFORMATION

Company:
Precision Landscape

Email:
rick@precisionlandscapeco.com

Contact:
rick giordano

Address:
9450 Old Dixie Highway
North Palm Beach, FL 33403

Phone:
(561) 718-8682

Website:
www.precisionlandscapeco.com

Submission Date:
Jan 12, 2026 2:06 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 12, 2026 8:38 AM by rick giordano

Addendum #2
Confirmed Jan 12, 2026 8:38 AM by rick giordano

Addendum #3
Confirmed Jan 12, 2026 8:38 AM by rick giordano

QUESTIONNAIRE

1. Contact Form

Please download the below documents, complete, and upload.

- Contact_Information.pdf

Contact_Information_(1).pdf

2. Certification*

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

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

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

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

Confirmed

3. Safety Standards Certification*

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

- Safety_Standards_Certificat...

Safety.pdf

4. References Form*

Please download the below documents, complete, and upload.

- Refernces_Form.pdf

Refernces_Form.pdf

5. Schedule of Subcontractors Participation *

Please download the below documents, complete, and upload.

- Schedule_of_Subcontractors_...

Subcontractors_Forms.pdf

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

Please download the below documents, complete, and upload.

- Sworn_Statement_Pursuant_to...

Sworn_Statement.pdf

7. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

- Drug_Free_Work_Cert.pdf

Drug_Free_Workplace.pdf

8. Public Entity Crimes*

Please download the below documents, complete, and upload.

- Public_Entitiy_Crimes_.pdf

Public_Entity_Crimes_Form.pdf

9. Suspended Vendor List*

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

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

Please identify your legal company name here:

Yardnique, Inc
Click to Verify *Value will be copied to clipboard*

10. Scrutinized List of Prohibited Companies List*

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

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

Please identify your legal company name here:

Yardnique, Inc
Click to Verify *Value will be copied to clipboard*

11. Supplier/Consultant acknowledges and agrees to E-Verify*

Please download the below documents, complete, and upload.

- E-Verify_Form.pdf

E-Verify_Form.pdf

12. Upload Proposal*

Upload your proposal

ITB_Tabulation.xlsx

PRICE TABLES

TABLE 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 1 - Sailfish Circle					
1	Turf Grasses	12	Monthly	$200.00	$2,400.00
2	Control Weeds	12	Monthly	$80.00	$960.00
3	Pruning Trees & Shrubs (under 8')	12	Monthly	$120.00	$1,440.00
4	Pruning Trees & Shrubs (over 8')	12	Monthly	$84.00	$1,008.00
5	Mulching	12	Monthly	$67.00	$804.00
6	Fertilizing	12	Monthly	$75.00	$900.00
7	Herbicides, Insecticides & Sterilants	12	Monthly	$45.00	$540.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 2 - Stuart Flagler Avenue Center, Park & Feed Store					
8	Turf Grasses	12	Monthly	$540.00	$6,480.00
9	Control Weeds	12	Monthly	$255.00	$3,060.00
10	Pruning Trees & Shrubs (under 8')	12	Monthly	$325.00	$3,900.00
11	Pruning Trees & Shrubs (over 8')	12	Monthly	$250.00	$3,000.00
12	Mulching	12	Monthly	$145.00	$1,740.00
13	Fertilizing	12	Monthly	$175.00	$2,100.00
14	Herbicides, Insecticides & Sterilants	12	Monthly	$150.00	$1,800.00
Group 3 – Evans Crary Bridge medians, ROW's and retention ponds					
15	Turf Grasses	12	Monthly	$550.00	$6,600.00
16	Control Weeds	12	Monthly	$265.00	$3,180.00
17	Pruning Trees & Shrubs (under 8')	12	Monthly	$325.00	$3,900.00
18	Pruning Trees & Shrubs (over 8')	12	Monthly	$250.00	$3,000.00
19	Mulching	12	Monthly	$175.00	$2,100.00
20	Fertilizing	12	Monthly	$190.00	$2,280.00
21	Herbicides, Insecticides & Sterilants	12	Monthly	$150.00	$1,800.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 4 – Riverside Drive Median Landscape (Including Pelican, Lark, Mango, Martin, Riverside & Menninger Park					
22	Turf Grasses	12	Monthly	$950.00	$11,400.00
23	Control Weeds	12	Monthly	$315.00	$3,780.00
24	Pruning Trees & Shrubs (under 8')	12	Monthly	$465.00	$5,580.00
25	Pruning Trees & Shrubs (over 8')	12	Monthly	$418.00	$5,016.00
26	Mulching	12	Monthly	$320.00	$3,840.00
27	Fertilizing	12	Monthly	$300.00	$3,600.00
28	Herbicides, Insecticides & Sterilants	12	Monthly	$230.00	$2,760.00
Group 5 – East 10Th Street Community Center Landscape					
29	Turf Grasses	12	Monthly	$190.00	$2,280.00
30	Control Weeds	12	Monthly	$95.00	$1,140.00
31	Pruning Trees & Shrubs (under 8')	12	Monthly	$100.00	$1,200.00
32	Pruning Trees & Shrubs (over 8')	12	Monthly	$85.00	$1,020.00
33	Mulching	12	Monthly	$55.00	$660.00
34	Fertilizing	12	Monthly	$75.00	$900.00
35	Herbicides, Insecticides & Sterilants	12	Monthly	$65.00	$780.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 6 – Seven Retention Ponds On Both Sides Of The Roosevelt Bridge					
36	Turf Grasses	12	Monthly	$515.00	$6,180.00
37	Control Weeds	12	Monthly	$250.00	$3,000.00
38	Pruning Trees & Shrubs (under 8')	12	Monthly	$335.00	$4,020.00
39	Pruning Trees & Shrubs (over 8')	12	Monthly	$250.00	$3,000.00
40	Mulching	12	Monthly	$165.00	$1,980.00
41	Fertilizing	12	Monthly	$185.00	$2,220.00
42	Herbicides, Insecticides & Sterilants	12	Monthly	$125.00	$1,500.00
Group 7 – Us #1 From Indian St. To Baker Road Including Median At Sr 5A Cutoff Road, Median At Palm City Rd. And Roosevelt Bridge Concrete Medians (North And South Side)					
43	Turf Grasses	12	Monthly	$900.00	$10,800.00
44	Control Weeds	12	Monthly	$460.00	$5,520.00
45	Pruning Trees & Shrubs (under 8')	12	Monthly	$600.00	$7,200.00
46	Pruning Trees & Shrubs (over 8')	12	Monthly	$455.00	$5,460.00
47	Mulching	12	Monthly	$350.00	$4,200.00
48	Fertilizing	12	Monthly	$315.00	$3,780.00
49	Herbicides, Insecticides & Sterilants	12	Monthly	$150.00	$1,800.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 8 – Palm Beach Road Medians And Swales Landscape					
50	Turf Grasses	12	Monthly	$485.00	$5,820.00
51	Control Weeds	12	Monthly	$230.00	$2,760.00
52	Pruning Trees & Shrubs (under 8')	12	Monthly	$345.00	$4,140.00
53	Pruning Trees & Shrubs (over 8')	12	Monthly	$230.00	$2,760.00
54	Mulching	12	Monthly	$155.00	$1,860.00
55	Fertilizing	12	Monthly	$165.00	$1,980.00
56	Herbicides, Insecticides & Sterilants	12	Monthly	$110.00	$1,320.00
Group 9 – Water Plant					
57	Turf Grasses	12	Monthly	$260.00	$3,120.00
58	Control Weeds	12	Monthly	$125.00	$1,500.00
59	Pruning Trees & Shrubs (under 8')	12	Monthly	$140.00	$1,680.00
60	Pruning Trees & Shrubs (over 8')	12	Monthly	$125.00	$1,500.00
61	Mulching	12	Monthly	$92.00	$1,104.00
62	Fertilizing	12	Monthly	$93.00	$1,116.00
63	Herbicides, Insecticides & Sterilants	12	Monthly	$80.00	$960.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 10 – Colorado Mini-Park & Kiwanis Park and Ride (Located on Colorado Avenue from US 1 to SE Dixie Highway					
64	Turf Grasses	12	Monthly	$175.00	$2,100.00
65	Control Weeds	12	Monthly	$85.00	$1,020.00
66	Pruning Trees & Shrubs (under 8')	12	Monthly	$92.00	$1,104.00
67	Pruning Trees & Shrubs (over 8')	12	Monthly	$75.00	$900.00
68	Mulching	12	Monthly	$65.00	$780.00
69	Fertilizing	12	Monthly	$60.00	$720.00
70	Herbicides, Insecticides & Sterilants	12	Monthly	$55.00	$660.00
Group 11 – Kanner Highway From Us-1 To Monterey Road					
71	Turf Grasses	12	Monthly	$250.00	$3,000.00
72	Control Weeds	12	Monthly	$120.00	$1,440.00
73	Pruning Trees & Shrubs (under 8')	12	Monthly	$160.00	$1,920.00
74	Pruning Trees & Shrubs (over 8')	12	Monthly	$100.00	$1,200.00
75	Mulching	12	Monthly	$82.00	$984.00
76	Fertilizing	12	Monthly	$84.00	$1,008.00
77	Herbicides, Insecticides & Sterilants	12	Monthly	$55.00	$660.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 12 – Public Safety Complex					
78	Turf Grasses	12	Monthly	$340.00	$4,080.00
79	Control Weeds	12	Monthly	$165.00	$1,980.00
80	Pruning Trees & Shrubs (under 8')	12	Monthly	$230.00	$2,760.00
81	Pruning Trees & Shrubs (over 8')	12	Monthly	$140.00	$1,680.00
82	Mulching	12	Monthly	$110.00	$1,320.00
83	Fertilizing	12	Monthly	$121.00	$1,452.00
84	Herbicides, Insecticides & Sterilants	12	Monthly	$110.00	$1,320.00
Group 13 – Moore's Cemetery					
85	Turf Grasses	12	Monthly	$280.00	$3,360.00
86	Control Weeds	12	Monthly	$135.00	$1,620.00
87	Pruning Trees & Shrubs (under 8')	12	Monthly	$165.00	$1,980.00
88	Pruning Trees & Shrubs (over 8')	12	Monthly	$145.00	$1,740.00
89	Mulching	12	Monthly	$96.00	$1,152.00
90	Fertilizing	12	Monthly	$95.00	$1,140.00
91	Herbicides, Insecticides & Sterilants	12	Monthly	$105.00	$1,260.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 14 – Poppleton Creek Park & Dog Park (On Central Parkway)					
92	Turf Grasses	12	Monthly	$270.00	$3,240.00
93	Control Weeds	12	Monthly	$130.00	$1,560.00
94	Pruning Trees & Shrubs (under 8')	12	Monthly	$150.00	$1,800.00
95	Pruning Trees & Shrubs (over 8')	12	Monthly	$110.00	$1,320.00
96	Mulching	12	Monthly	$90.00	$1,080.00
97	Fertilizing	12	Monthly	$85.00	$1,020.00
98	Herbicides, Insecticides & Sterilants	12	Monthly	$80.00	$960.00
Group 15 – Dixie Highway Landscaping Phase I & II From Monterey Road To Lincoln Ave					
99	Turf Grasses	12	Monthly	$650.00	$7,800.00
100	Control Weeds	12	Monthly	$315.00	$3,780.00
101	Pruning Trees & Shrubs (under 8')	12	Monthly	$380.00	$4,560.00
102	Pruning Trees & Shrubs (over 8')	12	Monthly	$265.00	$3,180.00
103	Mulching	12	Monthly	$170.00	$2,040.00
104	Fertilizing	12	Monthly	$240.00	$2,880.00
105	Herbicides, Insecticides & Sterilants	12	Monthly	$260.00	$3,120.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 16 – Amerigo Avenue Retention Ponds & Median From Weir Street To Riverside Drive					
106	Turf Grasses	12	Monthly	$115.00	$1,380.00
107	Control Weeds	12	Monthly	$65.00	$780.00
108	Pruning Trees & Shrubs (under 8')	12	Monthly	$55.00	$660.00
109	Pruning Trees & Shrubs (over 8')	12	Monthly	$48.00	$576.00
110	Mulching	12	Monthly	$36.00	$432.00
111	Fertilizing	12	Monthly	$45.00	$540.00
112	Herbicides, Insecticides & Sterilants	12	Monthly	$68.00	$816.00
Group 17 – Fraizer Creek Ditch					
113	Turf Grasses	12	Monthly	$275.00	$3,300.00
Group 18 – East Ocean Median & Row From Georgia Ave To Colorado Avenue					
114	Turf Grasses	12	Monthly	$220.00	$2,640.00
115	Control Weeds	12	Monthly	$105.00	$1,260.00
116	Pruning Trees & Shrubs (under 8')	12	Monthly	$118.00	$1,416.00
117	Pruning Trees & Shrubs (over 8')	12	Monthly	$95.00	$1,140.00
118	Mulching	12	Monthly	$70.00	$840.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
119	Fertilizing	12	Monthly	$95.00	$1,140.00
120	Herbicides, Insecticides & Sterilants	12	Monthly	$75.00	$900.00
Group 19 – Fire Station III 3473 NW Green River Pkwy					
121	Turf Grasses	12	Monthly	$165.00	$1,980.00
122	Control Weeds	12	Monthly	$120.00	$1,440.00
123	Pruning Trees & Shrubs (under 8')	12	Monthly	$105.00	$1,260.00
124	Pruning Trees & Shrubs (over 8')	12	Monthly	$85.00	$1,020.00
125	Mulching	12	Monthly	$55.00	$660.00
126	Fertilizing	12	Monthly	$60.00	$720.00
127	Herbicides, Insecticides & Sterilants	12	Monthly	$70.00	$840.00
Group 20 - Turf Grass And Management Of Vegetation One Cut Per Month					
128	Substation Ditch At 5 A Cutoff Road/Dixie Hwy	12	Monthly	$120.00	$1,440.00
129	Baker Road From Green River Pkwy. To Savannah Road-	12	Monthly	$415.00	$4,980.00
130	Dixie Hwy. (SR707) From Green River Pkwy. To Cardinal Avenue	12	Monthly	$375.00	$4,500.00
131	Dixie Hwy. (SR707) From Palm Street To Greenriver Pkwy	12	Monthly	$450.00	$5,400.00
132	Kingswood Terrace From Monterey Road To Dead End	12	Monthly	$315.00	$3,780.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 21- Water Reclamation Plant - 301 Stypmann Blvd					
133	Turf Grasses	12	Monthly	$165.00	$1,980.00
134	Control Weeds	12	Monthly	$95.00	$1,140.00
135	Pruning Trees & Shrubs (under 8')	12	Monthly	$105.00	$1,260.00
136	Pruning Trees & Shrubs (over 8')	12	Monthly	$85.00	$1,020.00
137	Mulching	12	Monthly	$70.00	$840.00
138	Fertilizing	12	Monthly	$60.00	$720.00
Group 22 -Sailfish Park/Ball Fields					
139	Mowing Bermuda Turf	12	Monthly	$3,750.00	$45,000.00
140	Mowing Common Grounds	12	Monthly	$2,250.00	$27,000.00
141	Field Edging	12	Monthly	$1,123.00	$13,476.00
142	Fire Ant Control	12	Monthly	$370.00	$4,440.00
TOTAL					**$414,624.00**

CONTACT INFORMATION

Company Name:	Precision Landscape
Contact Name:	Rick Giordano
Contact Title:	Director
Contact Phone Number:	561 718 8682
Contact email:	rick@precisionlandscapeco.com

City of Stuart

SAFETY STANDARDS CERTIFICATION

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

Signed, Sealed and Witnessed in the Presence of:

DATE: 1/12/26

Paula S Miller
(Witness)

Cheryl A Miller
(Witness)

FOR: Reusi Vandewide
(Firm Name)

BY: _____
(Signature)

Director
(Title)

_____
(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this 12th day of January 2026,
known to me, or identified as _____
in the City of North Palm Beach, County of Palm Beach, State of Florida

Signed: Zondra L Aguallo Notary Public

My Commission Expires: 6/23/27. (Affix Seal)

ZONDRA L. AGUALLO
MY COMMISSION # HH 377647
EXPIRES: June 23, 2027

REFERENCE FORM

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

#1 REFERENCE

Company/Entity Name:	Village Of North Palm Beach				
Address	501 US Highway 1				
City	North Palm Beach ,	State	Florida	Zip Code	33408
Contact Name:	Beth Davis	Title:	General Manager		
Phone No:	561-296-1060	Fax:		Email:	bdavis@village-npb.org
Date of Service or Contract Period:	Since 2014	Location	North Palm Beach		
Summary of Services Performed	Maintenance	Governmental or Private	Government		

#2 REFERENCES

Company/Entity Name:	City Of Palm Beach Gardens				
Address	4301 Burns Road				
City	Palm Beach Gardens ,	State	Florida	Zip Code	33410
Contact Name:	Dan Widdick	Title:	Operations Manager		
Phone No:	561 804 7044	Fax:		Email:	dwiddick@pbgfl.gov
Date of Service or Contract Period:	Since 2018	Location	Palm Beach Gardens		
Summary of Services Performed	Install/Irrigation	Governmental or Private	Government		

#3 REFERENCES

Company/Entity Name:	Pga National/Monterey Point				
Address	1201 Centrepark W. Drive (mngt office)				
City	West Palm Beach ,	State	Florida	Zip Code	33409
Contact Name:	Bob Tummillo	Title:	Treasure		
Phone No:	561 310 4604	Fax:		Email:	ztmgroup@aol.com
Date of Service or Contract Period:	Since 2017	Location	West Palm Beach		
Summary of Services Performed	Maintenance	Governmental or Private	Private		

Company Name Precision Landscape

SCHEDULE OF SUBCONTRACTORS PARTICIPATION

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

Name of Subcontractor: NO SUBS

Contact Name: _____

Address, City, State, Zip, Phone: _____

_____

Type of Work to be Performed: _____

License No. _____ Percentage of Work ____%

Name of Subcontractor: NO SUBS

Contact Name: _____

Address, City, State, Zip, Phone: _____

_____

Type of Work to be Performed: _____

License No. _____ Percentage of Work ____%

Name of Subcontractor: NO SUBS

Contact Name: _____

Address, City, State, Zip, Phone: _____

_____

Type of Work to be Performed: _____

License No. _____ Percentage of Work ____%

Company Name PRECISION LANDSCAPE.

City of Stuart

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

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

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

   by: Rick Giordano Director

   (print individual's name and title)

   for: Precision Landscape

   (print name of entity submitting sworn statement)

   whose business address is: 9450 Old Dixie Highway N.P.B. FL 33407

   and (if applicable) its Federal Employer Identification Number (FEIN) is: 86-3412476

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

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

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

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

Signature

Sworn to and subscribed before me this 12th day of JANUARY, 2026.

Personally known ✓ OR Produced Identification _____

_____ Notary Public – State of Florida

Type of Identification

My Commission Expires: 6/23/27

ZONDRA L. AGUALLO
MY COMMISSION # HH 377647
EXPIRES: June 23, 2027

SEAL OR STAMP

Zondra L Agualo

DRUG-FREE WORKPLACE CERTIFICATION

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

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

This Certification is submitted by Rick Giordano
(Individual's Name)

Of Precision
(Name of Company)

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

11/12/2024
Date

Signature

Public Entity Crimes Form
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

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

Acknowledged by:

Precision

Company Name

Signature

Rick Giordano Director

Name and title (Print or Type)

1/12/2024

Date

E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and

2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

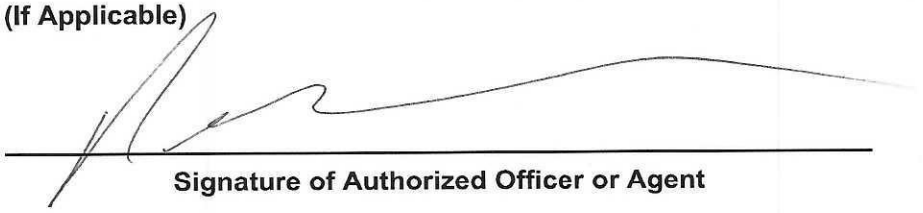
E-Verify Company Identification Number 863412476

Date of Authorization 1/12/2026

Name of Contractor YARD-N-QUE INC

Name of Project City of Stuart

Solicitation Number (If Applicable) RFP NO. 2026-201



Signature of Authorized Officer or Agent

Rue Giordano President

Printed Name and Title of Authorized Officer or Agent

YARDNIQ-02 LDPEAKS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/5/2026

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

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

PRODUCER	CONTACT NAME: Rebecca Brown, CIC, CISR, CRM
Towne Insurance Agency, LLC 7100 Falls of Neuse Road Raleigh, NC 27615	PHONE (A/C, No, Ext): (919) 882-5176 FAX (A/C, No): E-MAIL ADDRESS: RBrown@towneinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Company of the Southeast	39926
INSURER B : Builders Mutual Insurance Company	10844
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Yard Nique, Inc. dba Precision Landscape
10014 Chapel Hill Rd
Morrisville, NC 27560

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	S 2537295	4/30/2025	4/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	S 2537295	4/30/2025	4/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			S 2537295	4/30/2025	4/30/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WCP1102120	1/7/2026	1/7/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment Floater			S 2540665	4/30/2025	4/30/2026	Deductible: $1,000	150,000

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

Workers Compensation for Florida covered under the following policy:
Carrier: Insurer B (Builders Mutual Insurance Company); Effective Date: 01/07/2026; Expiration Date: 01/07/2027; Policy #: WCP1094817;
Limits: $1,000,000/Each Employee, $1,000,000/Each Accident, $1,000,000/Policy

City of Stuart is listed as additional insured for General Liability and Automobile Liability, on a Primary and Non-Contributory basis, per attached forms CG7300/CG7921/CA7809, as required by written contract. Waiver of Subrogation applies in favor of Additional Insured for General Liability, Automobile Liability, and Workers Compensation, per attached forms: CG7300/CA7809/WC000313. Umbrella Liability is form following.

CERTIFICATE HOLDER

City of Stuart
121 S.W. Flagler Avenue
Stuart, FL 34994

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Keshia Peaks

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ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09NC 04 24

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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AMENDMENT TO SECTION I — COVERED AUTOS COVERAGES AND SECTION II — COVERED AUTOS LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extension is applicable:

EMPLOYEE OWNED AUTOS — BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

A. The following is added to **SECTION I, A. Description of Covered Auto Designation Symbols:**

Coverage symbols 1, 2, 3, 4, 5, 6 and 7 are amended to include the following:

Any "auto" owned by an "employee" specifically described on the Declarations page or on file with us when issued on a non-specified "auto" basis is considered an "auto" you own and not a covered "auto" you hire, borrow or lease; and

B. The following is added to **SECTION II, A.1. Who Is An Insured:**

An "employee" who is the owner of a specifically described "auto" on the Declarations page or on file with us when issued on a non-specified "auto" basis is an "insured".

If the "employee" owned "auto" is used:

1. Without your permission;

2. Outside the scope of any policies and procedures your business has for acceptable vehicle usage;

3. For any purpose other than the conduct of your business; or

4. By anyone other than the "employee" who owns the "auto", except another "employee",

the limits of liability available to the "employee" or anyone other than a named "insured" under all coverages shall be limited to the higher of:

1. $250,000; or

2. The compulsory or financial responsibility law limits where the "auto" is licensed and principally garaged.

AMENDMENTS TO SECTION II — LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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INSURED'S COPY

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs **(2)** and **(4)** of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

(2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and

2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

B. If this policy provides Auto Liability coverage for Owned Autos, Non-Owned Autos or Hired Autos, the following extensions are applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on the Business Auto Coverage Part on your policy is an additional "insured" but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;

2. It is permitted by law; and

3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSUREDS

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE

For those covered "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is shown in the Declaration, the following extensions of coverage are applicable:

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TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the applicable Limit of Insurance shown on the ElitePac Schedule per tow each time a covered Private Passenger Auto, "Social Service Van or Bus", "Light Truck" or any commercial "auto" with a gross vehicle weight rating or gross combination weight greater than 10,000 pounds is disabled. For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

Coverage for towing and labor costs afforded by any other endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair.

This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES

SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in Paragraphs **1.** or **2.** below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during a period of time during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto", even if that time period extends beyond the policy expiration date or 30 days.

Paragraph **2.** of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown on the Declarations; however, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or

2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:

(a) The operational safety of the vehicle might otherwise be impaired;

(b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful;

(c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed covered "auto", our obligation to pay each applicable "loss" will be reduced by the hired "auto" deductible on this policy. If there is no hired "auto" coverage symbol 8 for physical damage coverage on the policy, our obligation to pay for each "loss" will be reduced by the deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to any "loss" caused by fire or lightning.

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SECTION IV, B. 5. Other Insurance Condition, Paragraph **5.b.** is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos'" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto" the following, is added to **SECTION III, A.4. - Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident". The per day limit in the Business Auto Coverage form does not apply and the most we will pay per "accident" is the Limit of Insurance shown on the ElitePac Schedule.

Loss of Use Expense limits afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Available in New York)

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions:**

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
   - **a.** Overdue or any deferred lease/loan payments at the time of "loss";
   - **b.** Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
   - **c.** Security deposits not refunded by the lessor or financial institution;
   - **d.** Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
   - **e.** Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

The insurance provided by this coverage provision is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, securities or valuable papers. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
   - **a.** Permanently installed in or upon the covered "auto" at the time of the "loss";
   - **b.** Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
   - **c.** Designed to be solely operated by use of power from the "auto's" electrical system; or
   - **d.** Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of $50 shall apply, unless the deductible otherwise applicable to such equipment is less than $50, at which point the lower deductible, if any, will apply.

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COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GREEN AUTOMOBILE REPLACEMENT COVERAGE

In the event of a total "loss" to an owned "auto" that is a "gasoline powered auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage applies, Physical Damage coverage will be amended as follows:

If the owned "gasoline powered auto" is replaced by you with a "green auto", we will pay an additional 10% of the "gasoline powered auto's" actual cash value up to a maximum of $3,000, provided the "auto" is replaced and a copy of a bill of sale or new lease agreement is received by us within 60 calendar days of the date of the "loss".

Regardless of the number of "autos" deemed a total loss, the most we will pay under this coverage extension for any one "loss" is $10,000.

AMENDMENTS TO SECTION IV — BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

However, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

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TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V — DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

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

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to. If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph **2.** above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

GASOLINE POWERED AUTO

An "auto" that is designed to be solely powered by petroleum-based fuel.

GREEN AUTO

An "auto" that is designed to be powered by both petroleum-based fuel and electric power; or solely by electricity or any other renewable energy source.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who is not your "employee" and who donates their work and acts at the direction of you and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
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SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages **3**-through-**9**) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability ($100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds ($5,000) and Loss of Earnings ($1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss,** coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

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

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COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

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

(a) Less than 26 feet long and not being used to carry persons or property for a charge; or

(b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

(6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE.**

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B. Paragraph **6.** under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph **5.** above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph **a.** of Definition **9.** "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion **p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE:**

Subject to **5.** above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of $100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion **a. Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

This exclusion does not apply to:

(1) "Not-for-profit members";

(2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or

(3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion **f. Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph **1.b.** under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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B. Subparagraph **1.d.** under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

SECTION II — WHO IS AN INSURED — Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II — WHO IS AN INSURED:**

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;

2. Your trustees;

3. Your members;

4. Your board members;

5. Your commission members;

6. Your agency members;

7. Your insurance managers;

8. Your elective or appointed officers; and

9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

A. Subparagraph **2.a.(1)(a)** under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".

B. Subparagraph **2.a.(2)** under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".

C. Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph **(1)** of Exclusion **2. e. Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

A. Subparagraph **3.a.** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. The following paragraph is added to **SECTION II — WHO IS AN INSURED,** Paragraph **3:**

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations,** the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph **4. Other Insurance,** Subparagraph **b. Excess Insurance:**

The insurance provided by this provision, **Newly Formed or Acquired Organizations,** is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

1. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

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b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **a.** above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph **a.,** above.

However, this insurance does not apply to:

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

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **a.** above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

(1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

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(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or

ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.b.** through **2.d.,** this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";

2. Only applies to the extent permitted by law; and

3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

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Incidental Malpractice

Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

3. An "executive officer" or insurance manager, if you are a corporation;

4. Your members, managers or insurance manager, if you are a limited liability company; or

5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

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

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

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

Unintentional Failure To Disclose Hazards

The following is added to Paragraph **6. Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or

2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and

3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

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Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition **14.** "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:

a. The insured; or

b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**

2. Not done intentionally to cause harm to another person.

3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or

c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition **17.** "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition **5.** "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

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Mental Anguish Amendment

(This provision does not apply in New York).

Definition **3.** "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

BLANKET WAIVER OF SUBROGATION
ANY PERSON OR ORGANIZATION THAT IS REQUIRED BY WRITTEN CONTRACT.

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

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

Endorsement Effective 01/07/2026 Policy No. WCP1102120 Endorsement No.

Insured Premium $

YARD NIQUE, INC.

Insurance Company Countersigned by _____

BUILDERS MUTUAL INSURANCE COMPANY

WC 00 03 13
(Ed. 4-84)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

BLANKET WAIVER OF SUBROGATION
ANY PERSON OR ORGANIZATION THAT IS REQUIRED BY WRITTEN CONTRACT.

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

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

Endorsement Effective 01/07/2026 Policy No. WCP1094817 Endorsement No.

Insured Premium $

YARD NIQUE, INC.

Insurance Company Countersigned by _____

BUILDERS MUTUAL INSURANCE COMPANY

WC 00 03 13
(Ed. 4-84)

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ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS — COMPLETED OPERATIONS — AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

COMMERCIAL GENERAL LIABILITY
CG 79 21 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

40000FS 2537295 064

A. **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

1. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above:

Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

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

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other valid and collectible insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and/or not contributory in the contract or agreement referred to above.

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INSURED'S COPY

REQUEST FOR PROPOSAL

2026-201

LANDSCAPE MAINTENANCE SERVICES

City of Stuart

121 SW Flagler Avenue

Stuart, FL 34994

RELEASE DATE: November 22, 2025

DEADLINE FOR QUESTIONS: December 12, 2025

RESPONSE DEADLINE: January 12, 2026, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Stuart

REQUEST FOR PROPOSAL

Landscape Maintenance Services

I. Advertisement .....

II. Introduction.....

III. Instructions To Bidders .....

IV. General Information .....

V. Scope of Work .....

VI. Vendor Questionnaire.....

VII. Pricing Proposal .....

Attachments:

A - Roosevelt Bridge Retentions - 1

B - Roosevelt Bridge Retentions - 2

C - Roosevelt Bridge Retentions - 3

D - Sailfish BallPark LS Map

E - Sailfish Fountain & Parking

F - Sub Station Ditch

G - US1 Medians & ROW Baker Rd- Indian St - 2

H - US1 Medians & ROW Baker Rd- Indian St - 3

I - US1 Medians & ROW Baker Rd- Indian St - 4

J - US1 Medians & ROW Baker Rd- Indian St - 5

K - US1 Medians & ROW Baker Rd- Indian St - 6

L - US1 Medians & ROW Baker Rd- Indian St -1

M - US1 Medians & ROW Baker Rd- Indian St -7

N - Water PLant LS Map

O - Water Reclamation Plant LS

P - 10th St Recreation LS Map

Q - Amerigo Retention

R - Baker Rd (Green River Pky - Savannah), Dixie Hwy (Green River Pky- Cardinal)

S - Colorado Ave - 1

T - Colorado Ave - 2

U - Dixie Hwy (SR707) Palm St - Green River

V - Dixie Hwy SE 5th- Monterey- 4

W - Dixie Hwy SE 5th- Monterey- 5

X - Dixie Hwy SE 5th- Monterey-1

Y - Dixie Hwy SE 5th- Monterey-2

Z - Dixie Hwy SE 5th- Monterey-3

AA - East Ocean Blvd LS Map

BB - Evans Crary LS Map

CC - Fire Station 3 LS Map

DD - Flagler Park LS Map

EE - Frazier Creek LS Map

FF - Kanner Hwy 1 LS

GG - Kanner Hwy 2 LS

HH - Kanner Hwy 3 LS

II - Kanner Hwy 4

JJ - Kindred - Johnson - Post Office Circle

KK - Kingswood Terrace LS Map

LL - Moore Cemetery

MM - Palm Beach Rd ROW -1

NN - Palm Beach rd ROW- 3

OO - Palm Beach rd ROW- 4

PP - Palm Beach rd ROW-2

QQ - Poppleton Creek Park LS Map

RR - Public Safety Complex LS Map

SS - Riverside-Mango-Lark- Martin ROW

1. Advertisement

Proposals for Landscape Maintenance Services will be received by the City of Stuart at the https://procurement.opengov.com/portal/stuartfl until Monday, January 12, 2026 at 3:00 pm.

The City encourages E-bidding via the City's e-procurement portal hosted by OpenGov at https://procurement.opengov.com/portal/stuartfl. If not submitting electronically then an original, four (4) copies and one (1) electronic (PDF format preferred) on a Flash Drive must be submitted in a sealed envelopes/package addressed to Procurement Division, City of Stuart, and marked RFP 2026-201. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

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

Mail/Overnight/Hand Deliver Submittal Responses to:

Procurement Office

301 SE Ocean Blvd., Suite 303

Stuart, Florida 34994

Mark outside of envelope: RFP2026-201: Landscape Maintenance Services

Published: Saturday, November 22, 2025

2. Introduction

2.1. Summary

The City of Stuart invites proposals from qualified firms to provide Landscape Maintenance Services of trees, shrubs, ground covers and turf in the public areas throughout the City of Stuart. The project consists of work to include all labor, materials, tools, equipment, transportation, hauling, dumping, fertilizers, insecticides, chemicals and incidentals necessary to perform landscape maintenance services.

Landscape maintenance in the right-of-way (ROW) must be performed in reference to the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, commonly known as the "Florida Greenbook"

2.2. Contact Information

Holly Vath
Purchasing
121 SW Flagler Avenue
Stuart, FL 34994
Email: hvath@ci.stuart.fl.us
Phone: (772) 288-5320

Department:
220 - Parks and Grounds Maintenance

2.3. Timeline

Release Project Date	November 22, 2025
Question Submission Deadline	December 12, 2025, 5:00pm
Proposal Submission Deadline	January 12, 2026, 3:00pm Microsoft Teams Join the meeting now Meeting ID: 294 956 646 568 5 Passcode: Az6EF7ok Dial in by phone +1 872-242-8065,,207023953# United States, Chicago

3. Instructions To Bidders

3.1. RULES FOR SUBMISSIONS

The City encourages e-bidding, however if not submitting electronically please provide the following marked in a sealed envelope with RFP name notated including one (1) original, four (4) copies and one (1) electronic copy (PDF format preferred) on a flash drive of their proposal. Please tab all support documents or attachments according to the order established in the following paragraph.

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

3.2. PROPOSAL FORMAT

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

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

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

Letter of Transmittal: The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to timely perform the work. Provide a statement indicating the respondent's interest in, knowledge of, and resources necessary to provide the services described in this RFP. An agent authorized to contractually bind Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The transmittal letter shall not exceed two (2) pages in length.

Tab 1 ~ Experience/Knowledge/Qualifications

Provide a statement indicating the respondent's interest in, knowledge of, and resources necessary to provide the services described in this RFP. Detail practical experience, including relevant dates. Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices, location of their project team, corporate structure, ownership interest, and the length of company's existence. The firms shall also submit an organizational chart, staff qualifications, and experience of the firm. Resumes of proposed key personnel (Supervisor, Irrigation

Specialist) (name, company address, phone number, e-mail address) that will be assigned to this project shall include job skills, education, training, experience and professional affiliations/membership.

The firm shall provide sufficient competent and qualified personnel to effectively carry out its responsibilities under the Contract. The firm shall utilize only competent personnel who are qualified by experience and skill. The firm may not make changes in the personnel working on activities pursuant to the Contract without written concurrence of the City.

Tab 2 ~ Operational Plan

Describe, in detail, the proposed plan for providing the services identified in this RFP, highlighting proven strategies and expertise. The plan should include expected obligations and duties of the Contractor upon which the proposed plan is contingent. Describe all quality control implementation procedures, contract compliance and enforcement of industry standards. Comment on firm's project schedules, budgets and adherence to those items. Contractor shall address the methodology, technical approach, techniques, and/or processes to be used in providing services. Describe the communication procedures to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with the City Project Manager and/or designee.

Tab 3 ~ Insurance

Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in Item 6.2. Provide proof of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the City along with their qualification data. A properly completed Accord Form is preferable. The City of Stuart must be named as an additional insured for all General Liability prior to entering into a contract. The Firm shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirements for insurance contained herein.

Tab 4 ~ Past Performance in similar activities in Florida

Provide a minimum of three (3) successful projects of a similar nature within the past three (3) years and provide details of the following: scope of work, location, dates of service through completion, names, addresses and phone numbers of owners, and Total Value of the Project.

4. General Information

4.1. OVERVIEW

The City of Stuart invites proposals from qualified firms to provide Landscape Maintenance Services of trees, shrubs, ground covers and turf in the public areas throughout the City of Stuart. The project consists of work to include all labor, materials, tools, equipment, transportation, hauling, dumping, fertilizers, insecticides, chemicals and incidentals necessary to perform landscape maintenance services.

4.2. QUALIFICATION SUBMISSION AND WITHDRAWAL

The City prefers electronic submission of bids and proposals. Please submit electronic responses via the Cities e-Procurement Portal

https://secure.procurenow.com/portal/stuartfl. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

If you would like to submit a paper proposal, please submit to the following address:

City of Stuart City Hall
Procurement Division
301 SE Ocean Blvd, Suite 303
Stuart, Florida 34994

The City encourages e-bidding, however if you are not submitting electronically, please mark the outside of the envelope as follows: RFP 2026-201: Landscape Maintenance Services. The envelope shall also include the proposer's return address. Respondents shall submit one (1) original, six (4) copies and one (1) electronic copy (PDF format preferred) on a flash drive of their proposal submittal in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping service.

THE CITY MUST RECEIVE ALL PROPOSALS BY
3:00 pm ON Monday, January 12, 2026

Due to the irregularity of mail service, the City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement Office, as specified above, prior to the deadline set for receiving proposals. A proposal received by the City Procurement Office after the established deadline will be returned unopened to the proposer.

Electronic Submittal Withdrawal:

Proposers may withdraw their proposal by clicking the un-submit button up until the due date and time.

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

authorized representative. Proposers and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives) and provide the City with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

4.3. INQUIRIES

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

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

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

4.4. DELAYS

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

4.5. ADDENDA

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

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

4.6. EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement. Contractors doing business with the County are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex.

4.7. DEVELOPMENT COSTS

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

4.8. INSURANCE

Proof of the following insurance will be furnished by the successful bidder by certificate of insurance, which name the City of Stuart its offices, board members, employees, and agents as additional insured on general liability & automobile liability insurance policies. The policies must be specifically endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. The City by and through risk management department and in cooperation with the contracting department, reserves the rights to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, the City reserves the right, but not obligation, to review and request 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 by paragraph 5.04A of the General Conditions 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 the contractor maintains higher limits than the minimums shown above, the City of Stuart requires and shall be entitled to coverage for the higher limits maintained by the contractor.

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

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

Each occurrence $2,000,000
Personal/advertising injury $1,000,000
Products/completed operations aggregate $1,000,000
General aggregate $3,000,00
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 the Contractor.” 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 bidder does not own any automobiles, the City of Stuart will accept proof of hired and non-owned auto liability only. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

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

All coverage shall be maintained without interruption from the date of commencement of the Work and remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07 of the General Conditions. In addition, with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, such insurance shall remain in effect for at least two (2) years after final payment. Contractor shall furnish Owner and Engineer with evidence satisfactory to Owner of the continuation of such insurance at final payment and again one (1) year thereafter, so that Owner is assured of such continuing coverage.

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

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

A. The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.

B. Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

C. The City of Stuart and Consultant is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance, Business Automobile Liability Insurance, and Contractor's Builders Risk "All Risk" insurance policies.

D. The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:
City of Stuart
121 S.W. Flagler Avenue
Stuart, FL 34994

E. No City Division, Department, or individual name should appear on the certificate. NO OTHER FORMAT WILL BE ACCEPTABLE.

F. The "Acord" certification of insurance form should be used.

4.9. PUBLIC ENTITY CRIMES

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

4.10. SUSPENDED VENDOR

An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:

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

4.11. ASSIGNMENT & SUBCONTRACTING

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

failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award.

4.12. PUBLIC RECORDS

Proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119.07 Florida Statutes. Document files may be examined, during normal working hours by appointment. Requested information in this RFP will not be considered confidential and/or proprietary. All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. Vendors shall not submit pages marked "proprietary" or otherwise "restricted".

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

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

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

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Proposer does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Proposer or keep and maintain public records required by the public agency to perform the service. If the Proposer transfers all public records to the public agency upon completion of the contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the contract, the Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public

records, in a format that is compatible with the information technology systems of the public agency.

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

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

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

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

   a. The court determines that the Proposer unlawfully refused to comply with the public records request within a reasonable time; and

   b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Proposer has not complied with the request, to the public agency and to the Proposer.

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

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

4.14. TAXES & LICENSES

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

A. Licenses: Firms utilizing employee leasing companies, Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida

at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.

B. Sunbiz: Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.

C. Business Tax Receipt: Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable. The successful company will be required to register with the City of Stuart business tax division.

4.15. OTHER GOVERNMENTAL ENTITIES

When there is sufficient capacity or quantities available, awarded bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms, conditions, and prices of the bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

4.16. BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the City by the Proposer or any of their Owners.

4.17. REFERENCES/RECORD CHECK

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

4.18. DRUG-FREE WORKPLACE

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

4.19. COMPETENCY OF RESPONDENTS

Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

4.20. PERFORMANCE EVALUATION

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

4.21. REJECTION OF PROPOSALS

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

4.22. CONFLICT OF INTEREST

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

4.23. CONE OF SILENCE

A Cone of Silence shall be in effect during the Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications. The Cone of Silence shall terminate at the time the City Commission or City Manager makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action in the Competitive Solicitation. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation. Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City Manager.

4.24. PAYMENT AND PERFORMANCE BOND

The successful proposer, when awarded a contract, will be required to furnish payment and performance bonds with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

4.25. BUSINESS OPERATIONS

A. **City Hours of Operation:** Unless otherwise directed by the Project Manager; or his designee, the successful Contractor(s) shall insure that services as required are scheduled with the Representative or Delegate of the City between the hours of 7:00 AM and 5:00 PM; Monday through Friday, any exceptions must have prior approval by the City.

B. **Inclement Weather Conditions:** Upon approval by the Representative or Delegate of the City, the Contractor may cease operations of services during inclement weather conditions.

C. **Observed Holidays:** Proposer's employees furnished under this Contract will observe holidays as observed by the City. Proposer's employees will not work under this Contract on such holidays and no payment will be made by the City to Proposer for such holidays.

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day and Day after	Christmas Eve
Christmas Day	

4.26. EVALUATION METHOD AND CRITERIA

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

An Evaluation Committee composed of three (3) City staff shall meet to evaluate each response in accordance with the requirements of this solicitation. Each Committee member will rank all proposals based on the criteria below. The top ranked firms may be required to provide a presentation to the selection committee. The selection committee will recommend award to the top ranked firm.

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

EVALUATION CATEGORIES

- Overall experience, knowledge, & qualifications

- Operational
- Past Performance in similar activities in Florida
- Proposed compensation schedule of rates

Selection: Proposals will be evaluated using the above criteria. The City will assign this task to a Selection Committee. The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted and request authorization to negotiate an agreement with the highest ranked individual/firm; or to interview the most qualified Respondents prior to requesting authorization to negotiate an agreement with the highest ranked respondent. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

Presentations: The City may require oral and visual presentations from those firms that are ranked or short-listed. This shall be done at the City's sole discretion when it feels presentations are essential as part of the evaluation process and are in the best interests of the City. The City shall be the sole judge and final arbiter of its own best interests in this matter.

5. Scope of Work

5.1. SCOPE OF WORK

PURPOSE

The City of Stuart, Florida is seeking a qualified, experienced contractor to provide landscaping maintenance services of trees, shrubs, ground covers and turf in the public areas maintained by the City of Stuart.

SITE INSPECTIONS

Proposers are advised to make a thorough inspection of the sites. After award, no extra charge or compensation will be allowed by the City as a result of differences between actual materials and labor, unless by reason of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to acts of God or neglect of any other contractor.

It is the proposer's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Proposers are advised to make a thorough inspection and to take note of any varying degrees of difficulty associated with the work site. Any requests for modifications may be presented in writing as possible addendums to the "Request for Proposal" in accordance with the General Terms and Conditions.

MINIMUM QUALIFICATIONS AND EXPERIENCE

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

A. Contractor must be a responsible firm that has been in continuous existence and has provided continuous services for the relevant requirements contained herein for at least five (5) years. Less than the minimum required experience will eliminate that proposer from further consideration in the competitive process.

B. Contractor shall provide an assigned Supervisor (to the City account) with a minimum of three (3) years' experience in similar work and provide details of their qualifications. This assigned Supervisor will be responsible for overseeing all work performed.

C. Contractor shall insure that all work is performed by fully qualified, experienced personnel, directly employed by the Contractor.

D. Contractor shall identify an irrigation specialist who will be responsible for identifying and making the necessary irrigation repairs.

E. Contractor must possess and submit the following licenses and or certifications:

- GI-BMP Certification (Green Industry BMPs educational program sponsored by UF-IFAS).
- Pest Control Operator – Lawn and Ornamental Pest Control License (in Florida) with 3 years' experience.
- Limited Commercial Fertilizer Applicator Certificate (Fertilizer Certification) (LCFAC) License
- Arborist certification, certified by the National Arborist Association, minimum 3 years' experience

F. The contractor must submit a minimum of three (3) references, within the last three (3) years for grinding, or processing, that are similar in nature of the specifications. Reference must include the business name, contact name, address, telephone number, of the company for whom this service was provided.

LOCATION LISTS:

THE FOLLOWING IS A LIST OF LOCATIONS. Aerials views of locations are shown in the attachments.

Sailfish Circle Medians	X	X	Joan Jefferson	Dixie Hwy.	ROW
Flagler Avenue Center/Park	X	X	Flagler Center	Pelican Restaurant	Landscape Maintenance
Evans Crary Bridge ROW	X	X	Median Rows	Retention Ponds	Landscape Maintenance
Riverside Drive Medians	X	X	Riverside Dr.	East Ocean Blvd.	Pelican, Lark Mango and Menninger Park
10th St. Community Center	X	X	724 SE 10th Street	10th street	Landscape Maintenance
Roosevelt Bridge Retention Ponds	X	X	North Side	South Side	7 Retention Ponds
US1 Medians & ROW	X	X	Indian Street & Roosevelt Bridge	Baker Rd., incl Cutoff Rd., Palm City Rd. medians	Median Landscape, Concrete medians

Palm Beach Rd. ROW	X	X	A1A	East Ocean Blvd.	Medians, Swales
Water Plant	X	X	SE 10th Street	Palm Beach Rd.	Landscape Maintenance
Kiwanis Park & Ride	X	X	S. Colorado Ave.	Old Dixie Hwy.	Colorado mini park
Kanner Hwy. Medians	X	X	US1	Monterey Rd.	Landscape Maintenance
Public Safety Comp.		X	800/830 SE MLK Blvd.		Landscape Maintenance
MLK. Blvd ROW		X	MLK Blvd.	Old Dixie Hwy.	Intersection Maintenance
Poppleton Dog Park		X	399 SE Central Parkway		Landscape Maintenance
Dixie Hwy. Phase I/II		X	Monterey Rd.	Lincoln Ave.	Landscape Maintenance
Amerigo Ave. ROW	X	X	Weir St.	Riverside Dr.	Retention ponds/medians
Frazier Creek Swale			Johnson Ave	Kindred Street	Ditch Maintenance
East Ocean Blvd.	X	X	Georgia Ave.	Colorado Ave.	Median and Row
Colorado Ave. Median	X	X	US1	Dixie Hwy.	Median and Row
Sub Station Ditch			Dixie Hwy.	Cutoff Rd.	Ditch MaintenanceEast Ocean Blvd. XXGeorgia Ave.
Baker Rd. ROW			Green River Pkwy.	Savannah Rd.	Landscape Maintenance
Dixie Hwy. (SR 707)			Green River Pkwy.	Cardinal Ave.	Landscape Maintenance
Dixie Hwy. (SR 707)			Green River Pkwy.	Palm St.	Landscape Maintenance

Kingswood Ter. ROW			Monterey Rd.	Dead End	Landscape Maintenance
Sailfish Ball Park	X		Sailfish Ball Park		Landscape Maintenance
Kindred/Johnson			US1	Colorado Ave.	Landscape Maintenance
Moore's Cemetery			201 SE Seville Street		Landscape Maintenance
Fire Station III			3473 NW Green River Pkwy		Landscape Maintena
Water Reclamation Facility			201 SE Stypmann Blvd		Landscape Maintena

WORK OBJECTIVE

The Contractor shall provide at his own risk and cost all labor, materials, tools, equipment, transportation, hauling, dumping, fertilizers, insecticides, chemicals and incidentals necessary to perform landscape maintenance work, including but not limited to the following:

- Mowing, trimming, and edging;
- Shaping and training of trees;
- pruning tree and shrubbery;
- Shrubs and ground cover - Maintenance and Replacement of dead/dying plants;
- Removing and controlling weeds;
- Controlling plant diseases and pests; Pesticide application
- Irrigation materials;
- Maintaining and repairing irrigation systems/watering;
- Removing trash and debris from planter areas and parking lot;
- Placement and maintenance of Mulch and weed barrier;
- Fertilizing
- Other maintenance required to maintain the work sites in a safe, attractive and useable condition.

WORKMANSHIP

A. Contractor must maintain all plant material in good condition within accepted horticultural standards for growth, color, and appearance.

B. No activity shall be carried out in a manner that will disrupt, inconvenience or endanger any member of the public, neither pedestrian nor vehicular.

C. At the end of each maintenance day; all walks, drives, roads, and open space areas will be free of any loose materials, trash or debris.

D. Contractor is responsible for all physical damage to the property, caused by his workmanship, including plants, turf, structures, fixtures, and irrigation components; and agrees to pay for repair or replacement of all damaged property immediately.

MATERIALS

A. The Contractor shall submit a list to the Project Manager or designee of all materials that the Contractor proposes to use in the execution of the Services including a Material Safety Data Sheet. The list shall include the chemical analysis, recommended usage and any other pertinent

data by the manufacturer of the material. The Project Manager or designee before use of any product shall approve such list.

B. The following shall apply to the material indicated:

1. Fertilizers shall be complete, furnishing the required percentage of nitrogen, phosphoric acid and potash to keep lawns, trees, shrubs and other plants in a healthy and vigorous growing condition.

2. Insecticides, fungicides, herbicides and rodenticides shall be of the best quality obtainable, properly labeled with guaranteed analysis, and brought to the job site in the manufacture's original container.

3. Tree stakes, tree ties and guy wires shall be of materials matching those existing in the work site or as specified by the Project Manager or designee.

4. Replacement trees, shrubs, ground cover and other plants shall be of a size, condition and variety specified by the Project Manager or designee.

5. Prior to planting the Project Manager or designee shall review and approve replacement plant materials.

EQUIPMENT

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment. All equipment and maintenance required of the Contractor shall at all times meet all code requirements.

A. The contractor shall be responsible for any and all damages resulting from the introduction of any materials into the contractor’s equipment.

B. The contractor shall provide equipment sufficient to process, sort, move, stockpile, load, and haul vegetative wood waste material.

C. The contractor shall keep its equipment in proper repair, in order to maintain contract specifications.

D. The contractor shall provide all support equipment including spare parts, tools, chains saws, etc., to ensure all material is processed to contract specifications.

E. The contractor is required to keep equipment and supplies (including fuels, oils, and other liquids) from causing contamination to nearby storm water systems, by following best management practices for storage, maintenance, and disposal of such products. The contractor shall be solely responsible for remediation cost of any regulatory prohibited impacts to the storm water, or water sources, by any contamination, resulting from the contractors operation.

F. No storage or provision for storage shall be made on-site for maintenance equipment or materials. Contractor shall be responsible for transporting equipment and materials to and from

the site in sealed or secured containers and vehicles as required, unless specifically allowed by written contract.

G. All vehicles shall be maintained in good working order, painted, with no visible rust and shall be parked on pavement only. Contractor shall provide protection of paving from loading ramps. Tarps/plywood shall be used to protect pavement from oil/coolant spills.

STAFFING

A. Contractor and/or his designated supervisor will be on the premises at all times while the Contractor's work force and/or his equipment are on the premises.

B. All employees of Contractor shall be thoroughly trained to act in a professional manner and shall be able to communicate clearly with customers in the English language. The Contractor shall control and correct objectionable conduct, demeanor and appearance, of its employees as requested by the City.

C. Contractor's employees shall not be considered employees of the City. Contractor understands that their employees shall be independent thereof and shall have no claim against the City as to pension, workers compensation, unemployment compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law or by City of Stuart.

D. All personnel shall be required to wear proper safety attire, which, at a minimum, includes a standard shirt carrying company name and/or logo, fluorescent vest, and any personal protective equipment (PPE) that represents a good appearance to maintain a professional code of conduct.

E. All subcontractors working for the Contractor, are the Contractor's responsibility, and must be approved by the City prior to work performance.

C. se or decrease the total quantities, as necessary, to meet actual requirements.

5.2. LANDSCAPE MAINTENANCE

TURFGRASS

1. **Mowing:**

A. All turf grass areas shall be mowed no fewer than every 7 days when actively growing and approximately every other week when growing is reduced. The City of Stuart guarantees no maximum or minimum quantities of service calls. Schedule shall generally be as follows:

January	2 cuts minimum
February	2 cuts minimum
March	2 cuts minimum

April	4 cuts minimum
May	5 cuts minimum
June	5 cuts minimum
July	5 cuts minimum
August	5 cuts minimum
September	5 cuts minimum
October	3 cuts minimum
November	2 cuts minimum
December	2 cuts minimum
Total	42 cuts minimum

A.

B. Mowing time shall be between the hours of 7:00 a.m. - 5:00 p.m., Monday through Friday. No mowing shall occur on weekends or holidays. Times may be amended, dependent on specific job-site requirements and with the prior approval of the City's Project Manager.

C. If there is unseasonable weather, provisions for additional or fewer mowings may be made. Contract shall include prices for additional cuts and credits for reduced cuts.

D. Fuelling mowers, edgers, etc. shall be completed prior to unloading equipment. Re-fuelling, addition of oil, etc. shall be done with care and preferably over concrete. Any damage to asphalt or sod/planted areas from gas, oil or chemical spills shall be fully corrected by contractor.

E. Grass clippings, from mowing St. Augustine turf areas, are to be collected on an as-needed basis and removed from the project area the same day as collected or composted and/or mulched by written permission from the City. Grass clippings from Bahia turf areas may be scattered, through use of mulching mower provided any accumulation is not noticeable. Certain specific areas of Bahia turf may be allowed to mature in order to propagate the grass through seed drop, only through specific notification to contractor from the City.

F. All debris from mowing, trimming, and edging must be picked up and removed from the property by the Contractor and at the Contractor's expense immediately after mowing. Small loose debris is expected to be swept or blown off of walkways, driveways, road surface, etc. This small loose debris should not be discarded into any planters or mulched areas. Extreme care shall be exercised around private property adjacent to public landscape areas. **The practice of**

blowing cuttings, clippings or mowing debris into the streets or public areas is not permitted and will not be tolerated.

G. Mowing heights are to be maintained at 2 - 3 inches for both Bahia grass and St. Augustine grass. The City will retain the option to choose the mowing height. **The mower blades must be sharp at all times and cleaned after each cutting so as not to spread disease, pests, etc.** No more than 1/3 of grass height shall be cut at any one mowing.

H. Each mowing must be completed in a timely and systematic fashion, to maintain the integrity and appearance of the landscape design. Alternate mowing pattern will be used to avoid mower wheel ruts. Contractor shall provide a mowing and trimming schedule to the City at least one month in advance of cutting, for the forthcoming month.

2. **Edging:** Edge is to be defined as a sharp, distinct, visually discernible, vertical line of sod at all junctions of turf grass and any other material (concrete, asphalt, mulch). Concrete edging (curbs, sidewalks, etc.) shall be completed with every cut. Bed edging will be done with every other cut. Note: Plant beds include tree rings (18" from outside of trunk, minimum). A mechanical blade edger will be used for all bed edging. Edging with string-type trimmers is not acceptable. **No chemical edging will be allowed without written authorization from the City.**

3. **Weed Control:** Control weeds in all lawn areas as necessary. Weed control shall be performed at the early signs of weed growth by manually removing when it is seen or through pre-emergent and post-emergent herbicides and shall be repeated as required. Use of pre-emergent shall be used only with the written approval of the City. other owner-approved spray may be used to control weeds in pavement areas including sidewalks, driveways, curbs, road surfaces and any cracks within.

4. **Replacement:** The Contractor shall be responsible for the replacement of turf grass when necessary (Dead grass due to excessive watering, bugs, cutting too low and etc.). The City will have final decision as to when this will be necessary.

5. **Pest Control:** Whenever insects are present the Contractor shall apply insecticide in accordance with these specifications. The City will have final decision as to when this will be necessary.

SHRUBS, GROUND COVERS, ANNUALS

1. **Pruning:** (for all shrubbery/trees with clear trunk under 10')

A. Plants shall be neatly trimmed: Plant Material “Specifics” or as deemed necessary and directed by the City, and in conjunction with the landscape design theme.

B. Diseased or deadwood, whenever visible, will be removed immediately.

C. Shrubs shall be maintained in a healthy, growing connect color condition in the shape and area specified or as specifically directed by the City of Stuart.

D. Contractor shall prune and trim all shrubs and hedges which include, but not limited to, the removal of dead and/or broken branches, suckers or sprouts, branches that may hang over walkways, grow through fences or obscure roadway vision. Pruning shall be performed to have

shrubs appear orderly and neat at all times. All hedges and shrubs should be maintained at a height not to exceed height designated by City of Stuart.

E. All pruning and trimming will be accomplished in accordance with standard practices including the use of sharp cutters and not hedge shears for pruning. Machetes shall not be permitted for any operation.

F. Shrubs will be maintained to: one foot over FPL boxes; level with telephone junction boxes; one foot over air conditioning units.

G. Shrubs will be maintained to: prevent exterior damage to any building; prevent growth against exterior surfaces; prevent growth into any ground-mounted equipment; allow air flow around and over air conditioning units.

H. Shrubs in buffer areas will be permitted to achieve maximum possible growth. Periodic "tipping" of plants may be allowed by written authorization by the City.

I. All trimming and pruning debris is to be picked up and removed from the property on the day of each trimming, by the Contractor and at the Contractor's expense.

NOTE: CHEMICAL TRIMMING OR PRUNING WILL NOT BE ALLOWED UNDER ANY CIRCUMSTANCES

2. Weed Control: Plant beds shall be weeded by hand. All weeds and refuse shall be removed from site the same day. Weeding is to be done on a routine basis to maintain TOTAL weed control. NOTE: Individual weeds or groups of weeds larger than 2 inches in height or diameter ARE NOT IN CONTROL and the Contractor will be expected to remove these immediately.

NOTE: Chemical weed control will not be allowed, unless specifically approved in writing by the City.

TREES AND PALMS

Pruning: (for trees with clear trunks above 10' including Date Palms, Coconut Palms and Oak Trees)

A. Prune, thin and trim all trees per National Arborist Association specifications for pruning shade trees to keep the trees healthy and to maintain the natural character of the variety.

B. Pruning may include the following items:

- Dead, dying, or unsightly parts of the tree.
- Sprouts growing at or near the base of the tree trunk.
- Crossed branches that may rub together.
- Multiple leader of the tree that normally has only a single stem.
- Nuisance growth that interferes with view, walks or lighting.
- Berries, Seed Pods and Coconuts.

- Nuisance growth includes the removal of all dangerous thorns, spikes, or appendages that show potential conflict with people.
- Branches that have strong potential for damage from storms.
- Motor vehicles travel lane clearance must be a minimum of 14’
- Sidewalks and parks pedestrian clearance height must be a minimum of 7.5’

C. Pruning will also be required from time to time to remove branches broken during storm events or when blocking or intruding on signs, walkways, etc.

D. Cuts should be made with sharp and proper tools. When cutting parts of branches, leave a lateral bud at the end of the stub. Flowering trees shall be pruned over an outside bud. Make cuts sufficiently close to trunk or parent stem, so that healing can start readily under normal conditions. Limb cuts shall be clean and flush with the trunk. Treatment of cuts and wounds, with tree wound dressing, is optional except where open wound in certain trees may attract insects that carry disease or allow fungus invasion. If such treatment is made, materials non-toxic to the cambium layer must be used, and care taken to treat only the exposed wood with a thin coat of dressing. Asphalt tree paint is unacceptable.

E. On trees known to be diseased, tools are to be disinfected with 70% methyl alcohol solution (denatured wood alcohol diluted appropriately with water) or bleach solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools. Branches, dead wood and cuttings shall be removed from the job site at time of pruning and disposed of in an acceptable manner. All lawn and shrub areas damaged by pruning equipment shall be replaced at Contractor's expense.

F. Dead palm fronds that have fallen to the ground are to be removed as often as necessary to maintain a neat appearance.

W A R N I N G: Under no circumstances will any tree, planted in a sod area, be weeded with a string-type weed trimmer!!! Hand-weed only! Tree-ring (18" minimum radius from outside of trunk) shall be edged with mechanical edgers only.

MULCH

A. All plant beds and tree pits (except in native areas) shall be maintained with 2-3" eco mulch, pine bark mulch or approval equal. Cypress bark mulch is not recommended.

B. Mulch shall be “top dressed” to proper depth when found necessary, as part of the contract price. All mulch to be maintained 6" clear of base of trunk.

C. Standard schedule for mulch is twice annually unless otherwise indicated by the City:

- Begin March 1; complete by May 15
- Begin October 1; complete by December 15

FERTILIZATION (Please note that the city has a fertilizer blackout period June 1st – Nov 30th)

1. Soil Testing: Contractor shall have various soil areas tested by qualified laboratory (recommend A&L Southern Agricultural Laboratory) annually in February and again in September to determine required additives and make any necessary adjustments in fertilizer mix. The Contractor shall be responsible for purchasing and application of any and all soil conditioners required. Test results shall be submitted to the City.

2. **Sod**

   A. The fertilizer shall be a commercial grade produced and recommended for use on the St. Augustine and Bahia type grasses; recommend 24-0-11 sulphur coated, time-release, with micro nutrients.

   B. Apply fertilizer in December, February, and April at a rate of 1 lb. per 1,000 sq. ft./application. Frequency may be adjusted depending on community standards. Cost of fertilizer to be included in contract cost.

   C. Sprinkler system shall be operational immediately after fertilization application to avoid chemical burning of turf. Contractor shall be responsible for any damages and repairs.

3. **Trees, Shrubs & Groundcover**

   A. Fertilizer shall be applied to all trees, shrubs and groundcovers with the exception of pines, sabal palms and saw palmettos. Fertilizer shall be commercial grade. Recommend

   B. 8-0-12 sulphur coated, time release, or recommendations by the laboratory test results. Frequency may be adjusted based on community standards. Note: Nursery grown native species may be weaned from fertilizer over time.

   C. Trees shall be fertilized three times yearly: December, February, and April, at the rate of 1 lb. per 1" of trunk diameter, measured 30" above the base. Apply at the drip line in a 4' wide band. Frequency may be adjusted depending on City standards. Contractor must notify the City Project Manager or designee each time a fertilizer application is completed and the amounts applied within 24 hours.

   D. All shrubs and groundcovers shall be fertilized by broadcasting over beds three times yearly: January, May, and October. Apply at a rate of 1 lb. per 1" diameter of main stem. No fertilizer shall be applied at the base against the trunks or stems of the plants. Frequency may be adjusted depending on City standards

4. **Palms**

   A. All palms shall be fertilized in December, February, and April. Recommend 8-0-12 palm fertilizer at the rate of 1 lb. per 1" diameter of trunk(s). Frequency may be adjusted depending on community standards.

B. Any plants damaged by over-fertilizing or by the use of the wrong type of fertilizer shall be replaced immediately at the Contractor's expense with the same plant, equal in size to damaged plant.

C. All fertilizer residue shall be removed from any pavement, immediately.

HERBICIDES, INSECTICIDES, STERILANTS AND ANIMAL TRAPS

1. Conditions For Use (The use of Glyphosate is prohibited)

A. Chemical controls shall be applied by a licensed operator using EPA approved material under the direction of a Certified Pest Control Operator. Copies of current licenses must be provided to the City prior to chemical use. The Contractor may use an herbicide required for and recommended for the control of the types of weeds encountered. The manufacturer's written instructions and E.P.A. criteria shall be strictly adhered to for application rates, etc. However, before any herbicide or insecticide is used on the project site, the Contractor shall notify the City of types to be used, application rates, and all particulars with reference to chemical composition and advised of any possible damage associated with the use of these products (i.e.: to avoid personal contact with sprayed areas, etc.). Contractor must prove possession of appropriate applicators, proper protective clothing and warning signs as required. Contractor must receive the City's written approval prior to each application. Contractor will be totally responsible to remove and replace at the Contractor's expense, all plants damaged by chemical weed control, immediately upon notification from the City. **Dead weeds larger than 2 inches in height or diameter must also be removed.**

B. The Contractor is granted permission to use such herbicides, insecticides, sterilants, poison and animal traps as it may be necessary and advantageous in ground maintenance activities, relative to above stated restrictions. Herbicides, insecticides, sterilants and animal traps must be used responsibly and in conformance with Federal, State, and Local laws and regulations. The Contractor assumes all liability for damage and/or injury resulting from accident or misuse of these products and/or equipment. The City retains the right to prohibit the use of any insecticide, sterilant, poison, or animal trap that may be judged to be undesirable for any reason. Upon application Contractor will fax/email to City a copy of product description applied, amount of product applied, and the site/location where the product was applied.

C. Products leaving an undesirable residue or odor (i.e.: weed oil) shall not be used. Apply insecticides as needed to protect all plant materials from damage. The program shall include control of scale insects, aphids and other sucking insects, spider mites, etc. and advance preventive spraying for twig borers and oleander worms. The Contractor shall be responsible for the choosing chemicals and insecticides the Contractor uses and shall be accountable for any misuse of same.

D. Contractor shall apply the proper fungicide, herbicide and/or insecticide for the control of pests, weeds, and plant diseases on Turf.

E. Contractor shall spray affected plants with proper fungicide, herbicide and/or insecticide for the control of pests, weeds, and plant diseases and treat cuts on exposed surfaces for disease and pest control on trees and shrubs.

F. No spray applications shall be allowed when the potential of adversely affecting the natural areas and water bodies exists (i.e.: wind drift, runoff, etc.).

G. Any chemically damaged plant material will be replaced by the Contractor. If a plant is damaged, dies, or seriously declines due to improper cuttings, prunings, chemical applications, or other mechanical damage incurred by the maintenance Contractor's equipment or personnel, the Contractor will be responsible for replacing it with like material of comparable size, type, and value.

2. **Red Ant Control:** Maintenance personnel (mowers, weeders) shall always carry a supply of red ant control material. Personnel shall be aware/alert for evidence of ants, at every mowing/weeding and spread material on pile immediately. Irrigation checkers shall carry supply and spread on pile immediately if sighted.

SPRINKLER SYSTEM AND WATERING

1. **Sprinkler System**

A. The City shall be responsible for the operation of the automatic irrigation system, for setting and adjusting the time to insure proper watering.

B. After mowing operations, test respective zones of the irrigation system for proper spray pattern, broken or missing heads, and/or broken pipes. Notify the City of any required repairs.

C. The Contractor will not be responsible for the replacement of any pumping equipment. Any other equipment damaged by the maintenance operation shall be replaced with the same equipment and by the same manufacturer, at the expense of the maintenance contractor.

D. Monthly, entire irrigation system shall be tested for operation status to include timing of zones, duration of watering, consistency of spray pattern, broken/missing heads, broken pipes, valves or connectors and condition of water source (pump or meter). Written report shall be submitted to the City delineating said inspection and any items needed for repairs and cost estimate for said repairs.

E. The irrigation system shall provide sufficient water to all lawns and planting beds. The watering shall provide for 100% coverage. Recommended hours of operation shall be between the hours of 4:00 a.m. and 7:00 a.m. (or earlier as is necessitated by size of irrigated area). Irrigate as necessary during periods of little or no rainfall using the automatic irrigation system and any supplemental watering if warranted.

F. Rain gauge-type cut-off switches shall be supplied by the City in order to conserve water during rain periods. The system shall be adjusted during the rainy seasons.

2. **Water Requirements - Established Landscape**

A. Because soil conditions, drainage, exposure, and wind all influence water requirements, the following are general guidelines:

B. Ideal watering occurs just at the time the plant (including grasses) begins to show early signs of wilt. Set sprinklers to apply 1 inch of water per 7 day period. This can be accomplished in one or two applications. Less frequent, thorough watering is preferred to frequent light watering, as deep rooting is encouraged by less frequent waterings.

C. Contractor is responsible for monitoring irrigation of all vegetation. Any irrigation problems observed that cannot be remedied by the post-mowing review must be brought to the immediate attention of the City.

D. Contractor shall provide the City with a schedule of preventative maintenance of irrigation system based on continuing analysis and observation reports.

3. **Water Requirements - Newly Installed Landscapes:** Watering schedule to be established by landscape installation contractor per design specifications, depending on plant pallet, location, soil, water table, etc. for any newly installed landscape areas. The City shall receive watering schedule prior to its initiation.

SAILFISH BALL PARK

A. **Mowing Bermuda Turf**: To be mowed at 1 inch in height, twice a week. Reel Type mower to be used.

B. **Spraying:** Includes keeping warning tracks free of grass and weeds.

C. **Field Edging**: Consist of edging the clay cut outs on the playing surfaces once a month

D. **Mole Cricket & Fire Ant Control: T**o be done as needed basis.

E. **NOTE: Price does not include electric, irrigation, cleaning restrooms, pressure cleaning walkways, misc. field setup, clay, replacing wind screen, fence or bleachers repair.**

- There are 4.6 acres of Athletic Turf:
- Field 1= 2.5 acres
- Field 2= .85 acres
- Field 3= .4 acres
- Field 4= .85 acres

F. There are 1.75 acres of common area to be maintained. The common area is comprised mostly of Floratam sod.

ARCHITECTURAL LANDSCAPE ELEMENTS

Turfgrass areas unable to be mowed such as: fence lines, trees, transformers, light fixtures, drainage basins, etc., will be done in conjunction and on the same day of each mowing and will be maintained by hand or mechanical trimming. Specifically, any light fixture, sign pole or similar architectural feature will be hand weeded only, due to certain damage to painted or wood surfaces which is inherent in string-trimmer use. Additionally, no bed area under single trees shall ever be weeded with the use of a string-trimmer. String-trimmers may be used, however, in the trimming of utility boxes, drainage basins, telephone cable boxes, and the like.

GENERAL CLEAN-UP

Check the site each week for general clean-up needs and **POLICE TURF AREA FOR ANY LITTER PRIOR TO MOWING OPERATIONS.**

The Contractor will be expected, as part of his routine maintenance, to police the areas under his contractual maintenance. This will include removing any litter or fallen leaves and branches, replacing washed out mulch back into planters and help clean-up any debris or soil which might accidentally accumulate in the respective contractual maintenance area. **The PRACTICE OF BLOWING cuttings, clippings or mowing debris into the streets or public areas will not be permitted.**

TRAFFIC CONTROL

The Contractor shall be responsible for traffic control during operations performed by the Contractor's personnel and/or subcontractors. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition. The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor for final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

MISCELLANEOUS SPECIFICATIONS/EXPECTATIONS/ACKNOWLEDGMENTS

A. Contractor shall furnish the City in advance with specific written schedules for mowing, trimming, fertilizing, mulching, etc. The Contractor shall also provide the City with a written summary of all work completed at the end of each shift. These documents shall be submitted to the Project Manager or designee.

B. The City is held totally free from liability and the Contractor is totally liable and insured for any and all physical injury and/or property damage incurred by the Contractor and/or his employees in performance of the contractual duties of any work agreement. It is the Contractor's responsibility to notify the City within 24 hours of any injury occurring on the job.

C. It is understood by both the Contractor and the City, that any contractual agreement is not a guarantee of income. The quantities specified are based on annual estimates. The City of Stuart

makes no guarantee regarding the quantity to be purchased and reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements.

6. Vendor Questionnaire

6.1. Contact Form

Please download the below documents, complete, and upload.

- Contact_Information.pdf

6.2. Certification*

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

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

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

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

☐ Please confirm

*Response required

6.3. Safety Standards Certification*

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

- Safety_Standards_Certificat...

*Response required

6.4. References Form*

Please download the below documents, complete, and upload.

- Refernces_Form.pdf

*Response required

6.5. Schedule of Subcontractors Participation *

Please download the below documents, complete, and upload.

- Schedule_of_Subcontractors_...

*Response required

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

Please download the below documents, complete, and upload.

- Sworn_Statement_Pursuant_to...

*Response required

6.7. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

- Drug_Free_Work_Cert.pdf

*Response required

6.8. Public Entity Crimes*

Please download the below documents, complete, and upload.

- Public_Entitiy_Crimes_.pdf

*Response required

6.9. Suspended Vendor List*

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

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

Please identify your legal company name here:

*Response required

6.10. Scrutinized List of Prohibited Companies List*

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

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

Please identify your legal company name here:

*Response required

6.11. Supplier/Consultant acknowledges and agrees to E-Verify*

Please download the below documents, complete, and upload.

- E-Verify_Form.pdf

*Response required

6.12. Upload Proposal*

Upload your proposal

*Response required

7. Pricing Proposal

TABLE 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 1 - Sailfish Circle					
1	Turf Grasses	12	Monthly		
2	Control Weeds	12	Monthly		
3	Pruning Trees & Shrubs (under 8')	12	Monthly		
4	Pruning Trees & Shrubs (over 8')	12	Monthly		
5	Mulching	12	Monthly		
6	Fertilizing	12	Monthly		
7	Herbicides, Insecticides & Sterilants	12	Monthly		
Group 2 - Stuart Flagler Avenue Center, Park & Feed Store					
8	Turf Grasses	12	Monthly		
9	Control Weeds	12	Monthly		
10	Pruning Trees & Shrubs (under 8')	12	Monthly		
11	Pruning Trees & Shrubs (over 8')	12	Monthly		
12	Mulching	12	Monthly		
13	Fertilizing	12	Monthly		
14	Herbicides, Insecticides & Sterilants	12	Monthly		
Group 3 – Evans Crary Bridge medians, ROW's and retention ponds					
15	Turf Grasses	12	Monthly		
16	Control Weeds	12	Monthly		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	Pruning Trees & Shrubs (under 8')	12	Monthly		
18	Pruning Trees & Shrubs (over 8')	12	Monthly		
19	Mulching	12	Monthly		
20	Fertilizing	12	Monthly		
21	Herbicides, Insecticides & Sterilants	12	Monthly		
Group 4 – Riverside Drive Median Landscape (Including Pelican, Lark, Mango, Martin, Riverside & Menninger Park					
22	Turf Grasses	12	Monthly		
23	Control Weeds	12	Monthly		
24	Pruning Trees & Shrubs (under 8')	12	Monthly		
25	Pruning Trees & Shrubs (over 8')	12	Monthly		
26	Mulching	12	Monthly		
27	Fertilizing	12	Monthly		
28	Herbicides, Insecticides & Sterilants	12	Monthly		
Group 5 – East 10Th Street Community Center Landscape					
29	Turf Grasses	12	Monthly		
30	Control Weeds	12	Monthly		
31	Pruning Trees & Shrubs (under 8')	12	Monthly		
32	Pruning Trees & Shrubs (over 8')	12	Monthly		
33	Mulching	12	Monthly		
34	Fertilizing	12	Monthly		
35	Herbicides, Insecticides & Sterilants	12	Monthly		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Group 6 – Seven Retention Ponds On Both Sides Of The Roosevelt Bridge					
36	Turf Grasses	12	Monthly		
37	Control Weeds	12	Monthly		
38	Pruning Trees & Shrubs (under 8')	12	Monthly		
39	Pruning Trees & Shrubs (over 8')	12	Monthly		
40	Mulching	12	Monthly		
41	Fertilizing	12	Monthly		
42	Herbicides, Insecticides & Sterilants	12	Monthly		
Group 7 – Us #1 From Indian St. To Baker Road Including Median At Sr 5A Cutoff Road, Median At Palm City Rd. And Roosevelt Bridge Concrete Medians (North And South Side)					
43	Turf Grasses	12	Monthly		
44	Control Weeds	12	Monthly		
45	Pruning Trees & Shrubs (under 8')	12	Monthly		
46	Pruning Trees & Shrubs (over 8')	12	Monthly		
47	Mulching	12	Monthly		
48	Fertilizing	12	Monthly		
49	Herbicides, Insecticides & Sterilants	12	Monthly		
Group 8 – Palm Beach Road Medians And Swales Landscape					
50	Turf Grasses	12	Monthly		
51	Control Weeds	12	Monthly		
52	Pruning Trees & Shrubs (under 8')	12	Monthly		
53	Pruning Trees & Shrubs (over 8')	12	Monthly		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
54	Mulching	12	Monthly		
55	Fertilizing	12	Monthly		
56	Herbicides, Insecticides & Sterilants	12	Monthly		
Group 9 – Water Plant					
57	Turf Grasses	12	Monthly		
58	Control Weeds	12	Monthly		
59	Pruning Trees & Shrubs (under 8')	12	Monthly		
60	Pruning Trees & Shrubs (over 8')	12	Monthly		
61	Mulching	12	Monthly		
62	Fertilizing	12	Monthly		
63	Herbicides, Insecticides & Sterilants	12	Monthly		
Group 10 – Colorado Mini-Park & Kiwanis Park and Ride (Located on Colorado Avenue from US 1 to SE Dixie Highway					
64	Turf Grasses	12	Monthly		
65	Control Weeds	12	Monthly		
66	Pruning Trees & Shrubs (under 8')	12	Monthly		
67	Pruning Trees & Shrubs (over 8')	12	Monthly		
68	Mulching	12	Monthly		
69	Fertilizing	12	Monthly		
70	Herbicides, Insecticides & Sterilants	12	Monthly		
Group 11 – Kanner Highway From Us-1 To Monterey Road					
71	Turf Grasses	12	Monthly		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
72	Control Weeds	12	Monthly		
73	Pruning Trees & Shrubs (under 8')	12	Monthly		
74	Pruning Trees & Shrubs (over 8')	12	Monthly		
75	Mulching	12	Monthly		
76	Fertilizing	12	Monthly		
77	Herbicides, Insecticides & Sterilants	12	Monthly		
Group 12 – Public Safety Complex					
78	Turf Grasses	12	Monthly		
79	Control Weeds	12	Monthly		
80	Pruning Trees & Shrubs (under 8')	12	Monthly		
81	Pruning Trees & Shrubs (over 8')	12	Monthly		
82	Mulching	12	Monthly		
83	Fertilizing	12	Monthly		
84	Herbicides, Insecticides & Sterilants	12	Monthly		
Group 13 – Moore's Cemetery					
85	Turf Grasses	12	Monthly		
86	Control Weeds	12	Monthly		
87	Pruning Trees & Shrubs (under 8')	12	Monthly		
88	Pruning Trees & Shrubs (over 8')	12	Monthly		
89	Mulching	12	Monthly		
90	Fertilizing	12	Monthly		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
91	Herbicides, Insecticides & Sterilants	12	Monthly		
Group 14 – Poppleton Creek Park & Dog Park (On Central Parkway)					
92	Turf Grasses	12	Monthly		
93	Control Weeds	12	Monthly		
94	Pruning Trees & Shrubs (under 8')	12	Monthly		
95	Pruning Trees & Shrubs (over 8')	12	Monthly		
96	Mulching	12	Monthly		
97	Fertilizing	12	Monthly		
98	Herbicides, Insecticides & Sterilants	12	Monthly		
Group 15 – Dixie Highway Landscaping Phase I & II From Monterey Road To Lincoln Ave					
99	Turf Grasses	12	Monthly		
100	Control Weeds	12	Monthly		
101	Pruning Trees & Shrubs (under 8')	12	Monthly		
102	Pruning Trees & Shrubs (over 8')	12	Monthly		
103	Mulching	12	Monthly		
104	Fertilizing	12	Monthly		
105	Herbicides, Insecticides & Sterilants	12	Monthly		
Group 16 – Amerigo Avenue Retention Ponds & Median From Weir Street To Riverside Drive					
106	Turf Grasses	12	Monthly		
107	Control Weeds	12	Monthly		
108	Pruning Trees & Shrubs (under 8')	12	Monthly		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
109	Pruning Trees & Shrubs (over 8')	12	Monthly		
110	Mulching	12	Monthly		
111	Fertilizing	12	Monthly		
112	Herbicides, Insecticides & Sterilants	12	Monthly		
Group 17 – Fraizer Creek Ditch					
113	Turf Grasses	12	Monthly		
Group 18 – East Ocean Median & Row From Georgia Ave To Colorado Avenue					
114	Turf Grasses	12	Monthly		
115	Control Weeds	12	Monthly		
116	Pruning Trees & Shrubs (under 8')	12	Monthly		
117	Pruning Trees & Shrubs (over 8')	12	Monthly		
118	Mulching	12	Monthly		
119	Fertilizing	12	Monthly		
120	Herbicides, Insecticides & Sterilants	12	Monthly		
Group 19 – Fire Station III 3473 NW Green River Pkwy					
121	Turf Grasses	12	Monthly		
122	Control Weeds	12	Monthly		
123	Pruning Trees & Shrubs (under 8')	12	Monthly		
124	Pruning Trees & Shrubs (over 8')	12	Monthly		
125	Mulching	12	Monthly		
126	Fertilizing	12	Monthly		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
127	Herbicides, Insecticides & Sterilants	12	Monthly		
Group 20 - Turf Grass And Management Of Vegetation One Cut Per Month					
128	Substation Ditch At 5 A Cutoff Road/Dixie Hwy	12	Monthly		
129	Baker Road From Green River Pkwy. To Savannah Road-	12	Monthly		
130	Dixie Hwy. (SR707) From Green River Pkwy. To Cardinal Avenue	12	Monthly		
131	Dixie Hwy. (SR707) From Palm Street To Greenriver Pkwy	12	Monthly		
132	Kingswood Terrace From Monterey Road To Dead End	12	Monthly		
Group 21- Water Reclamation Plant - 301 Stypmann Blvd					
133	Turf Grasses	12	Monthly		
134	Control Weeds	12	Monthly		
135	Pruning Trees & Shrubs (under 8')	12	Monthly		
136	Pruning Trees & Shrubs (over 8')	12	Monthly		
137	Mulching	12	Monthly		
138	Fertilizing	12	Monthly		
Group 22 -Sailfish Park/Ball Fields					
139	Mowing Bermuda Turf	12	Monthly		
140	Mowing Common Grounds	12	Monthly		
141	Field Edging	12	Monthly		
142	Fire Ant Control	12	Monthly		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 3/23/2026 **Prepared by:** Pinal Gandhi-Savdas

Title of Item:
DOWNTOWN UNDERGROUNDING PROJECT — EASEMENT WITH AT&T FOR THE PLACEMENT OF NEW FIBER CABINET ON CITY-OWNED PARCEL (RC):

RESOLUTION NUMBER 24-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT BETWEEN THE CITY OF STUART AND AT&T FOR THE PLACEMENT OF A NEW FIBER CABINET ON A CITY-OWNED PARCEL LOCATED BEHIND THE ANNEX BUILDING LOCATED AT 101 SW FLAGLER AVENUE; RESCINDING ALL RESOLUTIONS IN CONFLICT, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
This item requests City Commission authorization for the Mayor to execute an easement agreement with AT&T for the placement of a new fiber cabinet on a City-owned parcel located behind the Annex Building at 101 SW Flagler Avenue. The easement is necessary to accommodate infrastructure improvements associated with the Downtown Undergrounding Project.

The installation of the fiber cabinet will support AT&T's relocation and undergrounding of telecommunications facilities as part of the broader effort to underground overhead utilities in the downtown area. This improvement will help enhance the reliability of telecommunications services while supporting the City's goal of improving aesthetics and resiliency through the removal of overhead utility lines.

Approval of this item will allow the City to grant the required easement to AT&T so the utility can proceed with the necessary infrastructure installation associated with the project.

Funding Source:
N/A

Recommended Action:
Motion to approve Resolution No. 24-2026.

ATTACHMENTS:
1. R24-2026 Easement with AT&T
2. R24-2026 - Exhibit A (AT&T Easement)

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 24-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT BETWEEN THE CITY OF STUART AND AT&T FOR THE PLACEMENT OF A NEW FIBER CABINET ON A CITY-OWNED PARCEL LOCATED BEHIND THE ANNEX BUILDING LOCATED AT 101 SW FLAGLER AVENUE; RESCINDING ALL RESOLUTIONS IN CONFLICT, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart is currently in the construction phase of undergrounding overhead utilities in the downtown area to improve reliability and enhance the aesthetics of the Downtown Historic District; and

WHEREAS, AT&T requires the installation of new fiber cabinets on the City-owned parcel behind the Annex Building located at 101 SW Flagler Avenue; and

WHEREAS, AT&T requires the City to enter into an Easement Agreement granting access to the parcel for this purpose; and

WHEREAS, the City Commission believes that it is in the best interest of the City of Stuart to enter into an Easement Agreement with AT&T for the placement of a new fiber cabinet on the city-owned parcel located behind the Annex Building; and

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

SECTION 1: The City Commission of the City of Stuart hereby authorizes the Mayor to enter into and execute the Easement Agreement by and between the City of Stuart, Florida, and AT&T, granting an easement for the placement of new fiber cabinet on the City-owned parcel behind the

Annex Building located at 101 SW Flagler Avenue.

SECTION 2: The subject Easement is further described in Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 3: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
CHRISTOPHER COLLINS, MAYOR				
SEAN REED, VICE MAYOR				
EULA R. CLARKE, COMMISSIONER				
LAURA GIOBBI, COMMISSIONER				
CAMPBELL RICH, COMMISSIONER				

ADOPTED this ___ day of _____, 2026.

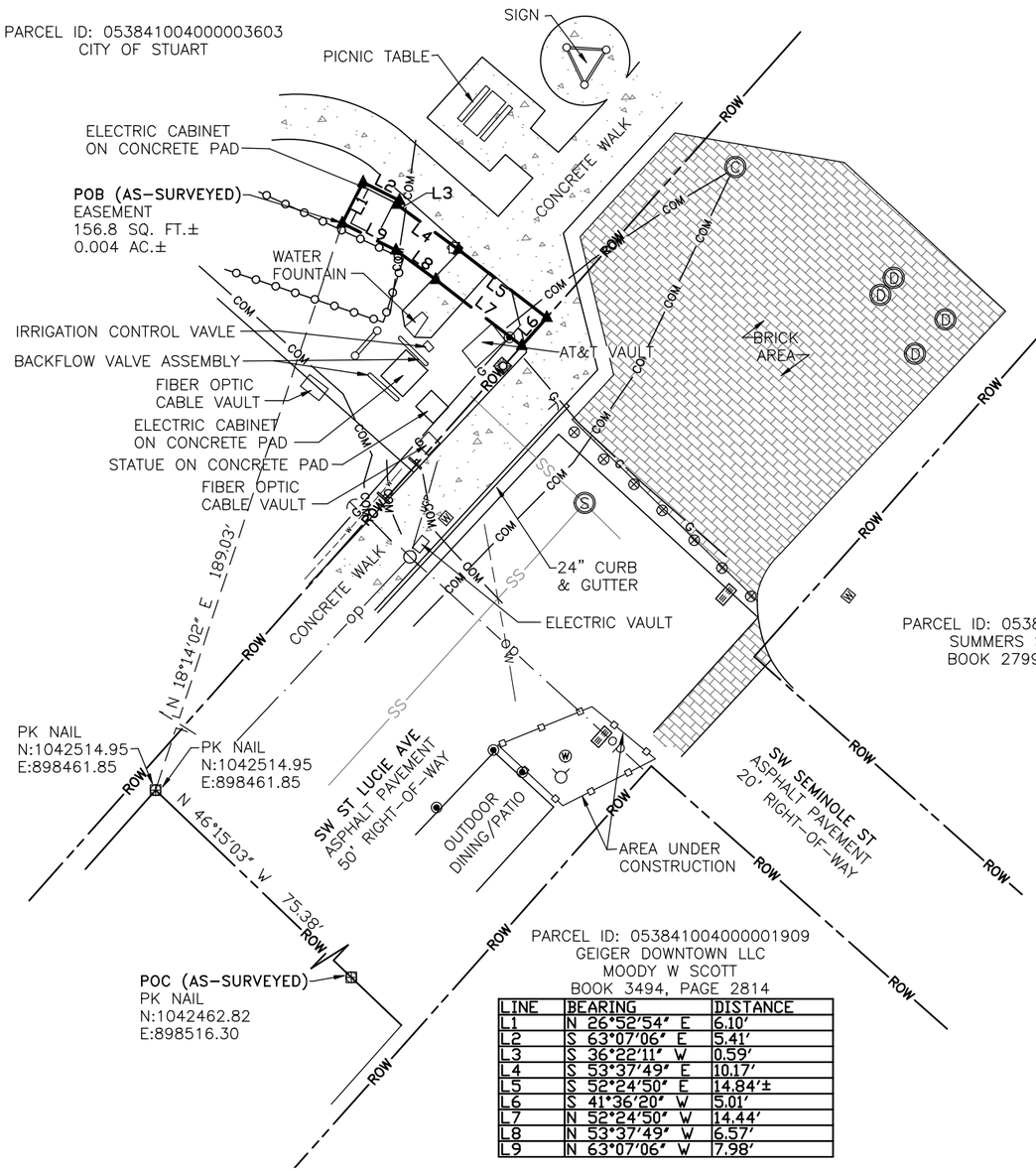
ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
CHRISTOPHER COLLINS
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY



LINE	BEARING	DISTANCE
L1	N 26°52'54" E	6.10'
L2	S 63°07'06" E	5.41'
L3	S 36°22'11" W	0.59'
L4	S 53°37'49" E	10.17'
L5	S 52°24'50" E	14.84'±
L6	S 41°36'20" W	5.01'
L7	N 52°24'50" W	14.44'
L8	N 53°37'49" W	6.57'
L9	N 63°07'06" W	7.98'

0 20' 40'

SCALE: 1" = 20'

EASEMENT (AS-SURVEYED)

Being a portion of that certain tract of land owned now or formerly by The City of Stuart, having being designated with a Martin County, Florida Assessor Parcel Id: 053841004000000205, lying in the East Half of Section 5, Township 38 South, Range 41 East and being more particularly described as follows:
Commencing at a pk nail found at the northeasterly right-of-way line of Southwest Osceola Street at the southeast corner of a parcel of land described and recorded in Book 2821, Page 2515, having a Florida East State Plane Coordinates N:1042462.82E:898516.30; thence N 46°15'03" W a distance of 75.38 feet to a pk nail found at the northeast corner of said parcel of land and at intersecting right-of-way of said Southwest Osceola Street and Southwest St Lucie Avenue, having a Florida East State Plane Coordinates N:1042514.95 E:898461.85; thence N 18°14'02" E a distance of 189.03 feet to the Point of Beginning; thence N 26°52'54" E a distance of 6.10 feet to a point; thence S 63°07'06" E a distance of 5.41 feet to a point; thence S 36°22'11" W a distance of 0.59 feet to a point; thence S 53°37'49" E a distance of 10.17 feet to a point; thence S 52°24'50" E a distance of 14.84 feet, more or less, to a point on the northwesterly right-of-way line of Southwest St Lucie Avenue; thence S 41°36'20" W a distance of 5.01 feet to a point on said northwesterly right-of-way line; thence N 52°24'50" W a distance of 14.44 feet to a point; thence N 53°37'49" W a distance of 6.57 feet to a point; thence N 63°07'06" W a distance of 7.98 feet to the Point of Beginning. Said above-described Easement contains 156.8 square feet or 0.004 acres, more or less.

SURVEYOR'S NOTES

1. This is a Ralwand Tower Survey, made on the ground under the supervision of a Florida Registered Land Surveyor. Date of field survey is September 26, 2025.
2. The following surveying instruments were used at time of field visit: Topcon GM-55 and Topcon Hiper SR G.P.S. receiver, (R.T.K. network capable).
3. Bearings are based on Florida East State Plane Coordinates NAD 83 by GPS observation.
4. No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown.
5. Benchmark used is a GPS Continuously Operating Reference Station, PID DG9779. Onsite benchmark is as shown hereon. Elevations shown are in feet and refer to NAVD 88.
6. This survey was conducted for the purpose of a Ralwand Tower Survey only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.
7. Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.
8. This Survey was conducted without the benefit of an Abstract Title search.
9. Surveyor hereby states the Geodetic Coordinates and the elevation shown for the proposed centerline of the tower are accurate to within +/- 20 feet horizontally and to within +/- 3 feet vertically (FAA Accuracy Code 1A).
10. Survey shown hereon conforms to the Minimum Requirements as set forth by the State Board for a Class "A" Survey.
11. Field data upon which this map or plat is based has a closure precision of not less than one-foot in 15,000 feet (1':15,000') and an angular error that does not exceed 10 seconds times the square root of the number of angles turned. Field traverse was not adjusted.
12. This survey is not valid without the original signature and the original seal of a state licensed surveyor.
13. This survey does not constitute a boundary survey of the Parent Tract. Any parent tract property lines shown hereon are from supplied information and may not be field verified.

SURVEYOR'S CERTIFICATION

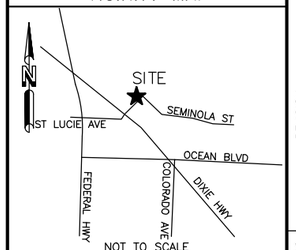
I certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Florida to the best of my knowledge, information, and belief.

PRELIMINARY UNTIL FINALIZED WITH SIGNATURE AND SEAL

TOWER INFO

SITE ADDRESS:
SW ST. LUCIE AVENUE
STUART, FLORIDA 34994

VICINITY MAP



FLORIDA EAST

GRID NORTH

GRID TO TRUE NORTH CONVERGENCE
0°20'27.03877

TRUE NORTH TO MAGNETIC DECLINATION
7°26' W

COMBINED SCALE FACTOR
1.000008518

LEGEND

- = FOUND PROPERTY MARKER
- = POWER POLE
- = GUY ANCHOR
- = HAND HOLE
- = VAULT
- = SIGN
- = LIGHT POLE
- = WATER VALVE
- = WATER METER
- = CAMERA POLE
- = DECORATIVE BOLLARD
- = STORM DRAINAGE INLET
- = COMMUNICATIONS MANHOLE
- = FIRE HYDRANT
- = STORM DRAIN MANHOLE
- = BOLLARD
- ROW = RIGHT-OF-WAY
- OP = OVERHEAD POWER

PAINT UTILITY MARKS (BY OTHERS)

- SS = GREEN PAINT (SANITARY SEWER LINE)
- COM = ORANGE PAINT (COMMUNICATIONS)
- UGP = RED PAINT (ELECTRIC)
- W = BLUE PAINT (WATER)
- G = YELLOW PAINT (GAS)

FLOOD NOTE

By graphic plotting only, the subject property appears to lie in Zone "X" of the Flood Insurance Rate Map Community Panel No. 12085C0134H, which bears an effective date of February 19, 2020 and IS NOT in a special flood hazard area.
Zone 'X': Area of Minimal Flood Hazard.

A02QXG5
E 1/2, SEC. 5, T-38-S, R-41-E
MARTIN COUNTY, FLORIDA

NO.	REVISION	DATE	BY
1	CLIENT COMMENT	12/09/25	DG

PROJECT NO.
25-1207

DRAWN BY: DG
CHECKED BY: KM
FIELD CREW: Mck
APPROVED BY: MKD
DATE: 10/23/25
SCALE: AS SHOWN

SHEET 1 OF 1

AS-BUILT SURVEY

FOR:

AMDOCS
625 Maryville Centre Drive
Suite 200
Saint Louis, MO 63141

SMW Engineering Group, Inc.
158 Business Center Drive
Birmingham, Alabama 35244
Ph: 205-252-6985
www.smweng.com

SMW ENGINEERING GROUP, INC.

SMW Engineering Group, Inc.
158 Business Center Drive
Birmingham, Alabama 35244
Telephone: (205) 252-6985
Fax: (205) 320-1504

EASEMENT (AS-SURVEYED)

Being a portion of that certain tract of land owned now or formerly by The City of Stuart, having being designated with a Martin County, Florida Assessor Parcel Id: 053841004000000205, lying in the East Half of Section 5, Township 38 South, Range 41 East and being more particularly described as follows:

Commencing at a pk nail found at the northeasterly right-of-way line of Southwest Osceola Street at the southeast corner of a parcel of land described and recorded in Book 2821, Page 2515, having a Florida East State Plane Coordinates N:1042462.82 E:898516.30; thence N 46°15'03" W a distance of 75.38 feet to a pk nail found at the northeast corner of said parcel of land and at intersecting right-of-way of said Southwest Osceola Street and Southwest St Lucie Avenue, having a Florida East State Plane Coordinates N:1042514.95 E:898461.85; thence N 18°14'02" E a distance of 189.03 feet to the Point of Beginning; thence N 26°52'54" E a distance of 6.10 feet to a point; thence S 63°07'06" E a distance of 5.41 feet to a point; thence S 36°22'11" W a distance of 0.59 feet to a point; thence S 53°37'49" E a distance of 10.17 feet to a point; thence S 52°24'50" E a distance of 14.84 feet, more or less, to a point on the northwesterly right-of-way line of Southwest St Lucie Avenue; thence S 41°36'20" W a distance of 5.01 feet to a point on said northwesterly right-of-way line; thence N 52°24'50" W a distance of 14.44 feet to a point; thence N 53°37'49" W a distance of 6.57 feet to a point; thence N 63°07'06" W a distance of 7.98 feet to the Point of Beginning. Said above-described Easement contains 156.8 square feet or 0.004 acres, more or less.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 3/23/2026 **Prepared by:** Jodi Nentwick

Title of Item:
LEWIS LEONARD, 433 SE LAKE CIRCLE DRIVE - EAST STUART MAJOR URBAN CODE CONDITIONAL USE PERMIT (QUASI-JUDICIAL) (RC):

RESOLUTION No. 16-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, GRANTING AN EAST STUART MAJOR URBAN CODE CONDITIONAL USE TO THE PROPERTY LOCATED AT 433 SE LAKE CIRCLE DRIVE, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; GRANTING APPROVAL TO ALLOW AN OUTBUILDING TO EXCEED THE MAXIMUM SIZE OF 700 SQUARE FEET, TO ALLOW THE REDUCTION OF A REAR SETBACK REQUIREMENT, TO ALLOW THE MAXIMUM OF FIVE (5) DENSITY UNITS, AND TO CONFIRM THE IMPERVIOUS AND PERVIOUS REQUIREMENTS; GRANTING APPROVAL AND ALLOWING THE APPLICANT TO OBTAIN A REVOCABLE RIGHT-OF-WAY PERMIT FOR THE USE OF THE CITY'S RIGHT-OF-WAY FOR THE EXISTING PAVED ACCESS FOR SE LAKE CIRCLE DRIVE; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
On March 26, 2025, the applicant, Lewis Leonard, the property owner of the property located at 433 SE Lake Circle Drive, Stuart, Florida, within the East Stuart Neighborhood Special District of the City of Stuart.

The parcel is 0.29 acres in size and has a Business Mixed Use (BMU) zoning designation. Permitted uses within the BMU zoning designation in the relevant part include single-family dwelling unit, duplex dwelling unit, multifamily dwelling unit, and accessory dwelling unit. However, accessory dwelling units must comply with the development standards identified in Section 3.02.04.F.04 of the East Stuart Neighborhood zoning designation within the City of Stuart's Land Development Code.

the Applicant, Lewis Leonard, is requesting an East Stuart Major Code Conditional Use to request approval of the following deviations from the East Stuart Neighborhood Code to be allowed and approved by the City Commission:
1. To allow the one existing outbuilding on the property to exceed the maximum size of one outbuilding of 700 square feet and instead allow the existing outbuilding on the property pursuant to Section 3.02.04.F.04 and Figure ESN-30 in the East Stuart Neighborhood Code, and

2. To confirm, as demonstrated by the survey provided, that the impervious and pervious requirements are satisfied as to the property with all existing structures, including one outbuilding pursuant to Section 3.02.04, specifically Figure ESN-09-Development Standards in the East Stuart Neighborhood Code, and

3. To allow the rear setback for the existing outbuilding to be five feet (5') as currently built, instead of the ten feet (10') required pursuant to Section 3.02.04, specifically Figure ESN – 09 – Development Standards within the East Stuart Neighborhood Code, and

4. To allow the maximum residential density allowed on the property to be a maximum density of five (5) units pursuant to Section 2.03.07. – Table 3 of the City of Stuart and Section 3.02.04, specifically Figure ESN - 09 – Development Standards within the East Stuart Neighborhood Code; and

5. To approve and allow a revocable right-of-way (ROW) permit for the use of the City's ROW for the currently existing paved driveway access.

Funding Source:
N/A

Recommended Action:
Staff are requesting that the Community Commission approve Resolution No. 16-2026 as submitted.

ATTACHMENTS:
1. Resolution 16-2026- Final
2. Staff Report
3. Petitioner's Application
4. Narrative and Justification
5. Conceptual Floor Plan
6. Boundary Survey

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 16-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, GRANTING AN EAST STUART MAJOR URBAN CODE CONDITIONAL USE TO THE PROPERTY LOCATED AT 433 SE LAKE CIRCLE DRIVE, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; GRANTING APPROVAL TO ALLOW AN OUTBUILDING TO EXCEED THE MAXIMUM SIZE OF 700 SQUARE FEET, TO ALLOW THE REDUCTION OF A REAR SETBACK REQUIREMENT, TO ALLOW THE MAXIMUM OF FIVE (5) DENSITY UNITS, AND TO CONFIRM THE IMPERVIOUS AND PERVIOUS REQUIREMENTS; GRANTING APPROVAL AND ALLOWING THE APPLICANT TO OBTAIN A REVOCABLE RIGHT-OF-WAY PERMIT FOR THE USE OF THE CITY'S RIGHT-OF-WAY FOR THE EXISTING PAVED ACCESS FOR SE LAKE CIRCLE DRIVE; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission has adopted the City's Comprehensive Plan within which goals, objectives and policies related to zoning and land development are included; and

WHEREAS, on February 13, 2023, the City Commission adopted Ordinance Number 2507-2023, amending and restating the City's Land Development Code; more specifically amending Chapter III Special Zoning Codes for the "East Stuart Neighborhood" zoning district, and

WHEREAS, on February 13, 2023, the City Commission adopted Ordinance Number 2499-2023, amending the City's Official Zoning Map to assign "East Stuart Neighborhood" Zoning and made changes for consistency with the Future Land Use Map, and

WHEREAS, on March 20, 2025, and April 16, 2025, the City Commission adopted Ordinance Number 2539-2025, amending and restating the City's Land Development Code Chapter II Zoning Districts Uses Allowed, Density, Intensity, Chapter III Special Zoning Codes, Chapter V Resource Protection related Development Standards which were determined during the "Zoning in Progress" under Section 1.04.04, City of Stuart's Land Development Code; and

WHEREAS, pursuant to Section 3.02.01(J.) under the East Stuart Neighborhood Overlay of the City's Land Development Code, requests for conditional use approvals are subject to the procedures for major conditional use review described in 11.01.11 of the Land Development Code; and

WHEREAS, the Applicant, Lewis Leonard, is the property owner of the subject property, which is located at 433 SE Lake Circle Drive, Stuart Florida, within the East Stuart Neighborhood Special District of the City of Stuart; and

WHEREAS, the subject parcel is 0.29 acres in size and has a Business Mixed Use (BMU) zoning designation. Permitted uses within the BMU zoning designation, in relevant part, include single-family dwelling unit, duplex dwelling unit, multi-family dwelling unit, and accessory dwelling unit. However, accessory dwelling units must comply with the development standards identified in Section 3.02.04.F.04 of the East Stuart Neighborhood zoning designation within the City of Stuart's Land Development Code; and

WHEREAS, the Applicant, Lewis Leonard, is requesting an East Stuart Major Code Conditional Use to request approval of the following deviations from the East Stuart Neighborhood Code to be allowed and approved by the City Commission:

1. To allow the one existing outbuilding on the property to exceed the maximum size of one outbuilding of 700 square feet and instead allow the existing outbuilding on the property pursuant to Section 3.02.04.F.04 and Figure ESN-30 in the East Stuart Neighborhood Code, and
2. To confirm, as demonstrated by the survey provided, that the impervious and pervious requirements are satisfied as to the property with all existing structures, including one outbuilding pursuant to Section 3.02.04, specifically Figure ESN-09-Development Standards in the East Stuart Neighborhood Code, and
3. To allow the rear setback for the existing outbuilding to be five feet (5') as currently built, instead of the ten feet (10') required pursuant to Section 3.02.04, specifically Figure ESN – 09 – Development Standards within the East Stuart Neighborhood Code.
4. To allow the maximum residential density allowed on the property to be a maximum density of five (5) units pursuant to Section 2.03.07. – Table 3 of the City of Stuart and Section 3.02.04, specifically Figure ESN - 09 – Development Standards within the East Stuart Neighborhood Code.
5. To approve and allow a revocable right-of-way (ROW) permit for the use of the City's ROW for the currently existing paved driveway access.

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

WHEREAS, the City's Community Redevelopment Board ("CRB") held a properly noticed hearing at a regularly scheduled CRB meeting to consider the request of the application of the Applicant and recommended approval of the East Stuart Major Urban Code Conditional Use on March 3, 2026; and

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission meeting to consider the application of the Applicant and ***(approve/denied)*** the East Stuart Major Urban Code Conditional Use on March 23, 2026; and

WHEREAS, the conditional use approval shall run with the land and shall ensure the benefit of the property owner and its successors and assigns.

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: Subject to the conditions attached hereto, the City Commission hereby approves the East Stuart Major Code Conditional Use approval for Leonard Lewis, owner of certain real property located at 433 SE Lake Circle Drive, as detailed within the attached legal description.

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

SECTION 4: The conditions of approval are attached hereto as **"Exhibit C"** and made part hereto by reference and shall constitute one of the Development Documents as described herein.

SECTION 5: The following documents on file as public records of the City of Stuart, at the office of the Development Department in City Hall, and attached hereto as **"Exhibit D"**, applicable to the subject property and shall replace any earlier approvals:

1. Narrative and Justification Letter (27 Pages) dated February 19, 2026, and prepared by Audra R. Creech, Esq. with McCarthy Summers Wood Norman Melby Schultz Wood & VanValkenburgh, P.A.
2. Conceptual Site Plan (1 Page) prepared by Braden & Braden, A1A, PA.
3. Boundary Survey prepared by Stephen J. Brown, Inc.

SECTION 6: This resolution shall take effect immediately upon its adoption.

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

	YES	NO	ABSENT	ABSTAIN
CHRISTOPHER COLLINS, MAYOR				
SEAN REED, VICE MAYOR				
EULA R. CLARKE, COMMISSIONER				
LAURA GIOBBI, COMMISSIONER				
CAMPBELL RICH, COMMISSIONER				

ADOPTED this ___ day of _____, 2026.

ATTEST:

_____
MARY R. KINDEL, MMC
CITY CLERK

_____
CHRISTOPHER COLLINS
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ.
CITY ATTORNEY

Exhibit "A" - Legal Description

ALL OF LOTS 18 AND 19, AND A PORTION OF LOT 17, BLOCK 9, OF THE AMENDED PLAT OF MCDONALDS SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 77, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 20, BLOCK 9, OF THE AMENDED PLAT OF MCDONALDS SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 77, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, THENCE NORTH 00°08'00" EAST, FOR A DISTANCE OF 40.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 19, BLOCK 9, AND THE POINT OF BEGINNING OF SAID PARCEL

THENCE NORTH 00°08'00" EAST, ALONG THE EAST LINE OF SAID LOTS, FOR A DISTANCE OF 106.67 FEET; THENCE, DEPARTING SAID EAST LINE, NORTH 90°00'00" WEST, FOR A DISTANCE OF 118.25 FEET; THENCE SOUTH 08°31'51" WEST, FOR A DISTANCE OF 26.97 FEET; THENCE SOUTH 01°25'56" WEST, FOR A DISTANCE OF 40.01 FEET; THENCE SOUTH 09°55'34" EAST, FOR A DISTANCE OF 40.61 FEET, TO THE SOUTHERLY LINE OF SAID LOT 19; THENCE NORTH 90°00'00" EAST, ALONG SAID SOUTHERLY LINE OF LOT 19, FOR A DISTANCE OF 116.00 FEET, TO THE SOUTHEAST CORNER OF LOT 19, AND THE POINT OF BEGINNING OF SAID PARCEL.

DESCRIBED PARCED CONTAINING 12,893.86 SQUARE FEET, 0.296 ACRES, +/-.

PARCEL I.D. NUMBER: 04-38-41-013-009-00170-0

PROPERTY ADDRESS: 433 SE Lake Circle Drive, Stuart FL 34994

Exhibit "B" - Location Map

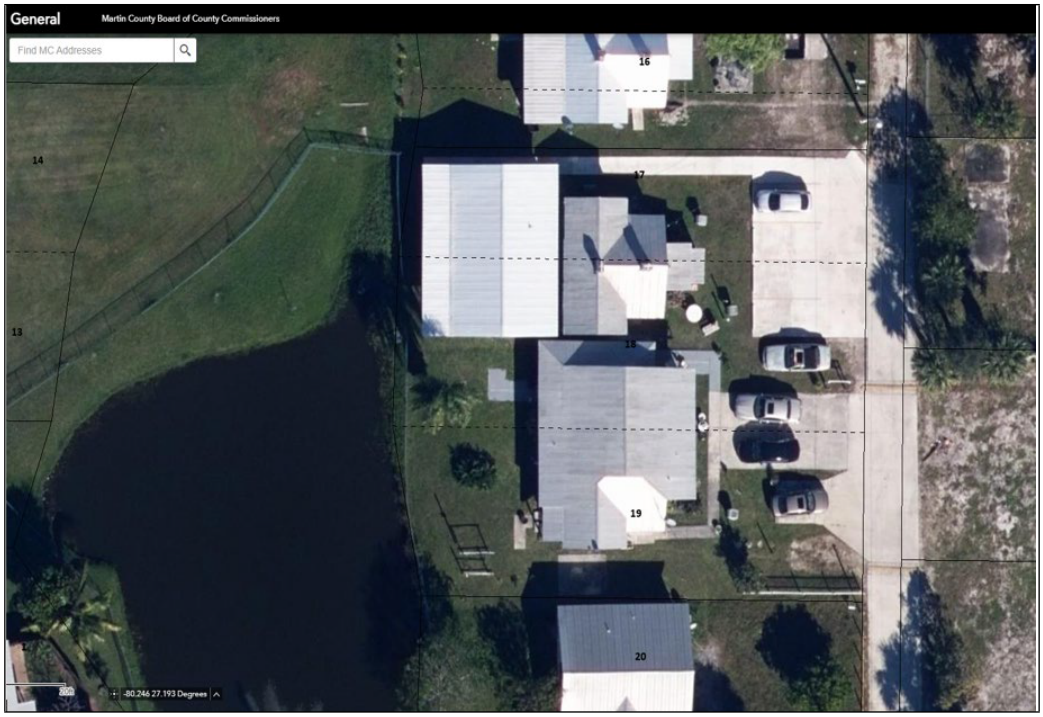


Exhibit "C" - Development Documents

The following "Development Documents" are on file as public records of the City of Stuart, at the office of the Development Department in City Hall, and shall be deemed a part of the conditions applicable to the 433 SE Lake Circle Drive, and shall replace any earlier approvals:

1. Narrative and Justification Letter (27 Pages) dated February 19, 2026, and prepared by Audra R. Creech, Esq. with McCarthy Summers Wood Norman Melby Schultz Wood & VanValkenburgh, P.A.
2. Conceptual Site Plan (1 Page) prepared by Braden & Braden, A1A, PA.
3. Boundary Survey prepared by Stephen J. Brown, Inc.

Exhibit "D" - Conditions of Approval

1. Each parcel located at 433 SE Lake Circle Drive and 437 SE Lake Circle Drive must establish all applicable utility accounts with the City of Stuart Customer Service Division. Applicable utility services include water, sewer, sanitation, and stormwater.

2. Any construction work— including interior remodeling; exterior structural modifications to walls; and changes to electrical, plumbing, mechanical, utility, or fire protection systems—will require a permit. Most permits will require signed and sealed architectural and/or engineered drawings, as applicable.

3. A Revocable Permit must be obtained for the proposed driveway access through the City of Stuart prior to final Certificate of Occupancy.

City of Stuart

TO: City Commission

FROM: Jodi Kugler, Development Director

MEETING DATE: Monday, March 23, 2026

SUBJECT: Lewis Leonard, 433 SE Lake Circle Drive
East Stuart Major Code Conditional Use *(Project #: ESCU-25-1)*

AGENDA REQUEST:

The property owner, Lewis Leonard, has submitted an application for an East Stuart Major Code Conditional Use to request approval from the City Commission to grant the following certain deviations from the East Stuart Neighborhood Code. The subject property is located at 433 SE Lake Circle Drive, Stuart, Florida 34994.

GENERAL INFORMATION:

Property Owner/Applicant:	Lewis J. Leonard 433 SE Lake Drive Stuart, FL 34994
Location:	433 SE Lake Circle Drive
Parcel ID#:	04-38-41-013-009-00170-0
Parcel Size:	+/-0.29-acres
Existing Future Land Use:	East Stuart
Existing Zoning:	BMU – Business and mixed-use
Existing Use:	Multi-family (8 units)

BACKGROUND

The property owner, Lewis Leonard, has applied for an East Stuart Major Code Conditional Use to request approval from the City Commission to grant the following certain deviations from the East Stuart Neighborhood Code. The subject property is located at 433 SE Lake Circle Drive, Stuart, Florida 34994.

1. To allow the one existing outbuilding on the property to exceed the maximum size of one outbuilding of 700 square feet and instead allow the existing outbuilding on the property pursuant to Section 3.02.04.F.04 and Figure ESN-30 in the East Stuart Neighborhood Code.

2. To confirm, as demonstrated by the survey provided, that the impervious and pervious requirements are satisfied as to the property with all existing structures, including one outbuilding pursuant to Section 3.02.04, specifically Figure ESN-09-Development Standards in the East Stuart Neighborhood Code.

3. To allow the rear setback for the existing outbuilding to be five feet (5') as currently built, instead of the ten feet (10') required pursuant to Section 3.02.04, specifically Figure ESN – 09 – Development Standards within the East Stuart Neighborhood Code.

4. To allow the maximum residential density allowed on the property to be a maximum density of five (5) units pursuant to Section 2.03.07. – Table 3 of the City of Stuart and Section 3.02.04, specifically Figure ESN - 09 – Development Standards within the East Stuart Neighborhood Code.
5. To approve and allow a revocable right-of-way (ROW) permit for the use of the City's ROW for the currently existing paved driveway access.

Location Map



LAND USE AND ZONING

The subject site currently has a City of Stuart Future Land Use Designation of East Stuart, and a City of Stuart Zoning Designation of BMU Business and Mixed-Use. The existing uses, zoning districts, and future land use designations of the adjacent properties are summarized in Table 1 below.

Table 1. Existing Use, Zoning and Land-Use Designations

Location		Zoning District	Future Land Use	Existing Land Use
Subject Property		***BMU – Business and Mixed-Use***	***East Stuart***	***Multi-family (8 units)***
Adjacent Parcels	**North**	BMU	East Stuart	Multi-family
	South	BMU	East Stuart	Single-family
	East	BMU	East Stuart	Water
	West	BMU	East Stuart	Single-family

Future Land Use: The existing Future Land Use designation of the subject property is East Stuart.

Policy 1.A7.1.K: The East Stuart future land use designation applies only to land area within the Stuart Community Redevelopment Area. The designation is specific to the historic African American district and adjacent land areas. General uses permitted include low density residential, multi-family residential, office, commercial, recreation and mixed-use projects. Also, public facilities and electric distribution substations are allowed.

Current Zoning: Business and mixed-use zoning district (BMU). The BMU zoning district encompasses East Stuart's traditional business area, abutting the south side of Martin Luther King Jr. Boulevard adjacent to Central and East Avenues. The area is currently characterized by several vacant parcels, a few scattered single-family and multi-family residences and a small number of businesses. The desired development pattern of business and office uses with proximity to residential uses promotes a vibrant mixed-use neighborhood.

In accordance LDC Section 3.02.01.A. – The purpose of the East Stuart Neighborhood Code is to encourage redevelopment, infill development, small business development, affordable housing, historic preservation and restoration, and to promote stability within the East Stuart Neighborhood. The code provides development incentives, allows for the replication of historic buildings and calls for historically relevant, durable construction which is harmonious with the architectural heritage of East Stuart.

Conditional use: The review of a conditional use shall follow the procedures set forth in LDC Section 11.01.11 for a major conditional use review. A conditional use shall be granted if the applicant demonstrates that the request:

- *Is consistent with the East Stuart Neighborhood Code and the City's Comprehensive Plan;*
- *Will further the implementation of the CRA Redevelopment Plan;*
- *Will measurably improve the form and function of traditional neighborhood characteristics; and*
- *Has satisfied site qualitive design development standards set forth in LDC Section 6.00.04.*

The City Commission may impose development conditions and operational requirements including, but not limited to:

1. Pedestrian amenities. Pedestrian amenities in the form of benches, courtyards, shared-use paths, pedestrian lighting, or other acceptable forms of amenities located adjacent to a public sidewalk and/or right-of-way.

2. Green development. On-site renewable energy generation, indoor and outdoor water use reduction or green development as outlined in LDC Section 5.09.00.

3. Improvements to the surrounding neighborhood. The applicant proposes to make improvements such as replacing existing sidewalks with integral color concrete or pavers on the surrounding neighborhood.

4. Require existing overhead utilities to be placed underground.

5. Neighborhood open space. Neighborhood open space as provided by as described in LDC Section 3.04.04.F.2.

6. Historic preservation. Preservation, relocation or a monetary contribution is made to the relocation of historic buildings fund for historic structures as defined within LSC Section 5.09.00.

In accordance with LDC 11.01.11.a., the Community Redevelopment Board *(CRB)* shall hear from all interested parties regarding whether the application complies with the requirements of this Code and the Comprehensive

Plan. The CRB shall consider the application, written comments of each responding department, consultant, and agency, as well as the compliance recommendation of the Development Department.

Specifically, the CRB and City Commission shall consider the following criteria:

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

The applicant's narrative stated that directly south of the property is a single-family home with Business Mixed Use (BMU) zoning designation. Directly north of the property is a single-family home with BMU zoning designation. Directly west of the property is a lake and directly east of the property is an existing concrete driveway serving the property and the property's northern and eastern neighbor's single-family homes.

The applicant's narrative stated, within approximately 100 feet northeast of the Property adjacent to Lake Street there is a duplex. Approximately 150 feet due North of the Property adjacent to Martin Luther King Boulevard there is a Mixed Use/Store/Office. Within Approximately 190 feet of the Property at the Corner of Martin Luther King Boulaevard and SE East Avenue is a Multifamily apartment building with ten (10) residential units. Approximately 230 feet northwest of the Property is a Mortuary/Cemetery/Crematorium adjacent to Martin Luther King Boulevard. Within approximately 210 feet of the Property, across the lake, to the Southwest is a Duplex, also adjacent to SE Lake Street. To the South and across SE Lake Street, there is a Quadplex and Duplex and a church. All other lots within a 250-foot radius of the property are either vacant residential or single-family homes.

Given the nature of the established land uses within the "immediate area" of the Property, the proposed property having a residential density of 5.0 units, the changing of the rear setback, the allowance of one larger outbuilding, and a revocable right of way use permit are not contrary to the established land uses within the immediate area.

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

The applicant's narrative stated as previously discussed in subsection "A" directly above, within approximately 100 feet northeast of the Property adjacent to Lake Street is a duplex. Approximately 150 feet due North of the Property adjacent to Martin Luther King Boulevard there is a Mixed Use/Store/Office. Within Approximately 190 feet of the Property at the corner of Martin Luther King Boulaevard and SE East Avenue is a Multifamily apartment building with Ten (10) residential units. Approximately 230 feet northwest of the Property is a Mortuary/Cemetery/Crematorium adjacent to Martin Luther King Boulevard. Within approximately 210 feet of the Property, across the lake to the Southwest, is a Duplex, also adjacent to SE Lake Street. To the South and across SE Lake Street, there is a Quadplex and Duplex and a church. All other lots within a 250-foot radius of the property are without conditional use approval, the Property, by right, would be allowed up to 4 residential units based on the East Stuart Neighborhood Code.

Given the nature of the established densities and intensities within the surrounding area of the Property, the proposed Property having an approved density of 5.0 residential units, only one unit more than already allowed, does not significantly depart from the established densities and intensities that are either already built or already exist as entitlements by right, in the surrounding area.

Also, Given the nature of the established densities and intensities within the surrounding area of the property, the proposed Property having an approved density of 5.0 residential units, the changing of the rear setback, the allowance of one larger outbuilding, and a revocable right of way use permit does not significantly increase the load on public facilities such as schools, utilities and streets and other public infrastructure, especially since the Property without conditional use approval is deemed by the East Stuart Neighborhood Code, to be allowed 4 residential units of load on public facilities.

c. The proposed use will not be contrary to the future land use designation and will not have an adverse effect on the goals, policies, and objectives of the Comprehensive Plan.

The applicant's narrative stated that the Future Land Use Designations of the Property is East Stuart Special District (also known as the East Stuart Special Studies District). Pursuant to Goal Statement 1.D of the City of Stuart Comprehensive Plan, and Objective 1.D1. states as follows:

GOAL STATEMENT 1.D
The goal of establishing an East Stuart Overlay Zone District is to address the unique and special land use and related development issues of this neighborhood. This item is included as Goal 3.C in the Housing Element.

OBJECTIVE 1.D1. *– [East Stuart Special Studies District.] To reduce substandard housing conditions, increase affordable housing opportunities, improve infrastructure and safety conditions, and provide for land use regulations that reflect and strengthen the neighborhood character of East Stuart.*

- *Replace substandard housing with code compliant housing;*
- *Create accessible and safe neighborhood;*
- *Encourage a mix of housing types;*
- *Encourage neighborhood infrastructure, such as sidewalks and walkway linkages.*

Given the goals stated by the City of Stuart Comprehensive Plan Goal Statement 1.D and Objection 1D.1, as well as the Property being located within the BMU Zoning designation within the East Stuart Neighborhood Code, the Applicant's Amended Application for Conditional Use is not contrary to the Land Use nor adverse to the goal, objectives and policies of the City of Stuart Comprehensive Plan.

Also, given the stated goals of the City of Stuart Comprehensive Plan Goal Statement 1.D and Objection 1D.1 the proposed Property having an approved density of 5.0 residential units, the changing of the rear setback, the allowance of one larger outbuilding, and a revocable right of way use permit is not contrary to the Land Use nor adverse to the goal, objectives and policies of the City of Stuart Comprehensive Plan.

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

The applicant's narrative stated from the Applicant's perspective, we believe this factor is not an applicable part of the analysis as the

existing district boundaries are not within the vicinity of the Property and the boundaries, as they

currently are, are in logical relation to the existing conditions of the Property, and the proposed change, as illustrated by the below excerpted City Land Use and Zoning map:

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

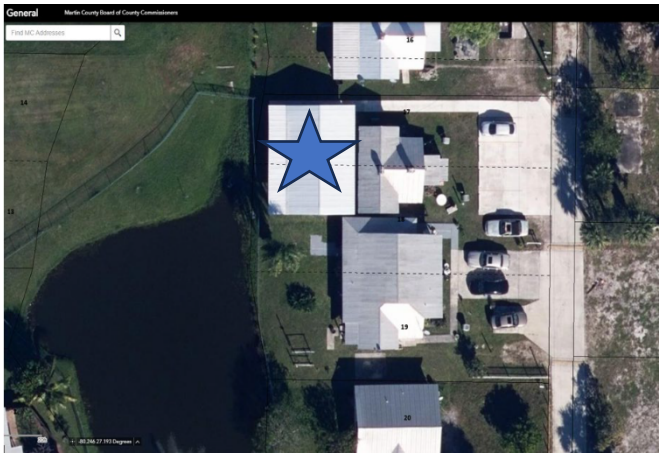
The applicant's narrative stated within approximately 100 feet northeast of the Property adjacent to Lake Street is a duplex, representing a minimum of two vehicles. Approximately 150 feet due North of the Property adjacent to Martin Luther King Boulevard there is a Mixed Use/Store/Office. Within Approximately 190 feet of the Property at the Corner of Martin Luther King Boulaevard and SE East Avenue is a Multifamily apartment building with ten (10) residential units, representing at minimum 10 vehicles. Approximately 230 feet northwest of the Property is a Mortuary/Cemetery/Crematorium adjacent to Martin Luther King Boulevard. Within approximately 210 feet from the Property, across the lake, to the Southwest is a Duplex, also adjacent to SE Lake Street, and representing a minimum of two vehicles. To the South and across SE Lake Street, there is a Quadplex and Duplex and a church, representing at least six residentially generated vehicles. All other lots within a 250-foot radius of the property are either vacant residential or single-family homes.

Under the current land use and zoning of the Property, up to four (4) units are allowed without conditional use approval. The applicant is only requesting one additional unit, up to 5.0 units on the Property, with this Conditional Use Application and the use is remaining residential in character.

Given the nature of the established land uses surrounding the Property, the Property having a residential density of 5.0 units, the changing of the rear setback, the allowance of one larger outbuilding, and a revocable right of way use permit will not create or excessively increase traffic congestion or otherwise affect public safety.

f. The proposed use will not create drainage or a storm water quality problem.

The applicant's narrative stated as identified previously in this Narrative and Justification, the building that will encapsulate the various requests of this Conditional Use Approval on the Property, already exists, and has existed since 2022, as identified by the star symbol below:



The Applicant has received no information, notices, other documentation or observed any facts that would indicate that any drainage or stormwater quality issue or problem has arisen due to the existing structure, driveways, or parking areas. As a part of this Conditional Use Application, a survey demonstrating that the Impervious versus Pervious Areas supports the observation that no drainage or stormwater issue has arisen due to an excess of impervious surface area.

Given the lack of drainage and stormwater quality issues on the Property from 2022 to present day, the granting of the Applicant's Conditional Use Application will not create a drainage or stormwater quality problem.

g. The proposed use will not significantly reduce light or air to adjacent areas.

The applicant's narrative stated, as identified in Subsection F directly above, the existing structure that will benefit from most, if not completely from the granting of this Conditional Use Permit is one story tall and has existed in its current form from 2022 through present day. The structure does not significantly reduce light or air to the adjacent areas. Granting the Applicant's Conditional Use Application to allow the Property to have a residential density of 5.0 units, the changing of the rear setback, the allowance of one larger outbuilding, and a revocable right of way use permit will also not significantly reduce light or air adjacent to the Property.

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

The Applicant's narrative stated, as discussed in prior sections of the Narrative and Justification, the Property has a Business Mixed Use (BMU) zoning designation.

Approximately 150 feet due North of the Property adjacent to Martin Luther King Boulevard there is a Mixed Use/Store/Office. Within Approximately 190 feet of the Property at the Corner of Martin Luther King Boulaevard and SE East Avenue is a Multifamily apartment building with ten (10) residential units. Approximately 230 feet northwest of the Property is a Mortuary/Cemetery/Crematorium adjacent to Martin Luther King Boulevard. Within approximately 210 feet of the Property, across the lake, to the Southwest is a Duplex, also adjacent to SE Lake Street. To the South and across SE Lake Street, there is a Quadplex and Duplex and a church. All the multi-family residential and commercial uses exemplified in the immediate vicinity of the site are indicative of what is permitted within the BMU Zoning designation, which is much denser and more intense than what the Applicant in this Conditional Use Approval is requesting.

Therefore, granting the Applicant's Conditional Use Application to allow the Property to have a residential density of 5.0 units, the changing of the rear setback, the allowance of one larger outbuilding, and a revocable right of way use permit will be less burdensome on neighboring properties and on public infrastructure than the commercial uses that are permitted by right in the district.

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

The applicant's narrative stated, to reiterate, directly south of the Property is a single-family home with Business Mixed Use (BMU) zoning designation. Directly north of the Property is a single-family home

with BMU zoning designation. Directly west of the Property is a lake with a zoning designation of "Water." Directly east of the Property is an existing concrete driveway serving the Property and the Property's northern and eastern neighbor single-family homes.

Within approximately 100 feet northeast of the Property adjacent to Lake Street there is a duplex. Approximately 150 feet due North of the Property adjacent to Martin Luther King Boulevard there is a Mixed Use/Store/Office. Within Approximately 190 feet of the Property at the Corner of Martin Luther King Boulaevard and SE East Avenue is a Multifamily apartment building with ten (10) residential units. Approximately 230 feet northwest of the Property is a Mortuary/Cemetery/Crematorium adjacent to Martin Luther King Boulevard.

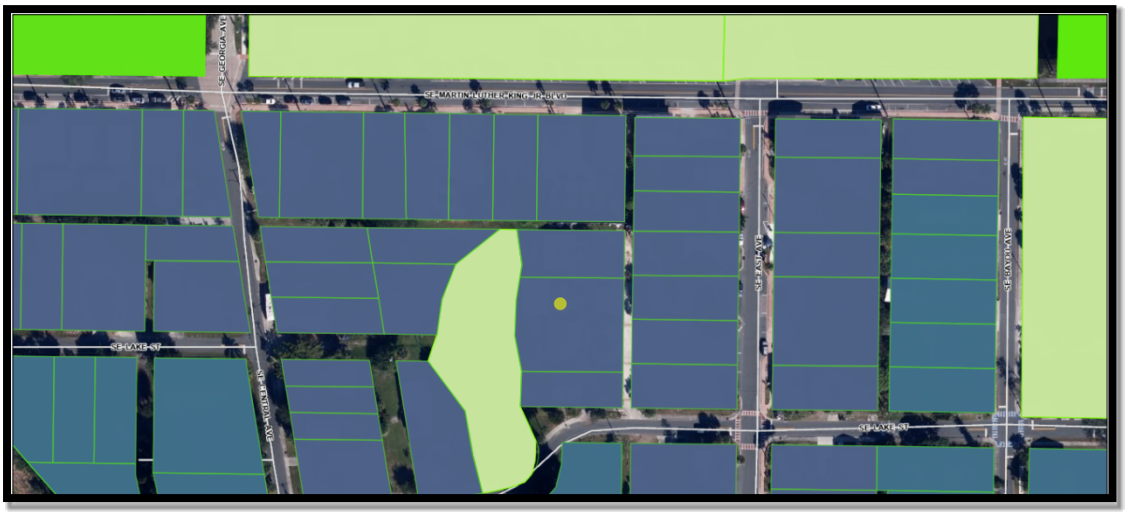
Within approximately 210 feet of the Property, across the lake, to the Southwest is a Duplex, also adjacent to SE Lake Street. To the South and across SE Lake Street, there is a Quadplex and Duplex and a church. All other lots within a 250-foot radius of the property are either vacant residential or single-family homes.

Given the permitted uses, and the existing uses, as identified, within the district and within the immediate vicinity of the Property, granting the Applicant's Conditional Use Application to allow the Property to have a residential density of 5.0 units, the changing of the rear setback, the allowance of one larger outbuilding, and a revocable right of way use permit would not be out of scale with the uses permitted and/or existing in the district and neighborhood.

j. There are no other adequate sites for the proposed use in districts in which the proposed use is permitted by within the city.

The applicant's narrative stated, under the current land use and zoning of the Property, up to four (4) units are allowed without conditional use approval. The Applicant is requesting one additional unit, up to 5.0 units on the Property, with this Conditional Use Application and is an adequate site for the proposed use in the district. Nowhere in the district is 5.0 units allowed on a .29-acre site without Conditional Use Approval. Therefore, there is "no other adequate site" within the district where 5.0 units would be by right on a similarly sized property. Similarly, there is "no other adequate site" within the district where the changing of the rear setback, the allowance of one larger outbuilding, and a revocable right of way use permit would be by right on a similarly sized property without a Conditional Use Approval to allow those deviations from the East Stuart Neighborhood Code.

City of Stuart Existing Future Land Use Map



City of Stuart Existing Zoning Designation



COMMUNUNITY REDEVELOPMENT BOARD

On March 3, 2026, the Community Redevelopment Board (CRB) unanimously forwarded a recommendation of approval to the City Commission with the conditions outlined in Resolution No. 16-2026.

STAFF RECOMMENDATION

Staff are requesting that the Community Commission approve Resolution No. 16-2026 as submitted.

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

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

Application for Conditional Use Permit

Project ID# ESCU-25-1
(Staff Entry)

Pre-App Conference Date: Not Applicable	Application Date: Original March 26, 2025, Amended February 3, 2026

SITE INFORMATION

Project Name: Lewis Leonard Conditional Use	Parcel ID#: 04-38-41-013-009-00170-0
Site Address: 433 SE Lake Circle Drive, Stuart, FL 34997	
Subdivision: McDonalds	Lot(s): a portion of Lot 17 of Block 9 and all of Lots 18 & 19 of Block 9
Site Acreage: 0.29 acres	Flood Zone/Base Flood Elevation:
Current Zoning District / CRA Subdistrict (if applicable): Business Mixed Use - BMU / East Stuart Neighborhood Code	
Current Comprehensive Plan Future Land Use Designation: East Stuart Neighborhood Special District	
Existing Land Use: East Stuart Neighborhood Special District	Proposed Land Use: East Stuart Neighborhood Special District
Proposed Square Footage (if applicable): Total of 3 Buildings = 4,830 Sqft	Proposed Density (if applicable): 4 proposed units

PETITIONER INFORMATION

Property Owner: Lewis J. Leonard	Phone Number / Email Address:
Property Owner's Mailing Address: 433 SE Lake Circle Drive, Stuart FL	
Applicant (if not Owner):	Phone Number / Email Address:
Applicant's Mailing Address: 433 SE Lake Circle Drive, Stuart FL	
Agent/Contact Person: Audra R. Creech, Esq.	Phone Number / Email Address: 772-286-1700 arc@mccarthysummers.com
Agent's Mailing Address: 2400 S.E. Federal Highway, Fourth Floor, Stuart, Florida 34994	
Architect:	Engineer:
Planner:	Landscape Architect:

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared Lewis Leonard

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

1. That he/she is the fee simple title owner of the property described in the attached Legal Description.
2. That he/she is requesting approval of a Conditional Use in the City of Stuart, FL.
3. That he/she has appointed Audra R. Creech, Esq. to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: Lewis Leonard

Lewis Leonard — owner

Signature of Owner: — By: Name/Title

Street Address — City, State, Zip Code

P.O. Box — City, State, Zip Code

Telephone Number — Fax Number

Email Address:

STATE OF FLORIDA, COUNTY OF Martin

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

4 day of February, 2026 By Lynn G. Croft

Personally Known OR Produced Identification

Type of Identification Produced:

Notary Public

My Commission expires:

LYNN G. CROFT
Commission # HH 679848
Expires May 27, 2029

Financial Responsibility Form

(Please Print or Type)

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

Name: Lewis Leonard	City/State/Zip Code:
Title: Owner	Telephone Number:
Company:	Facsimile Number:
Company Address:	Email Address (optional):

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

1. Signed this 3 day of February, 2026.

Lewis Leonard

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

Application Requirements

Fee: $1,598.00 – Major Conditional Use Permit
Fee: $532.00 - Minor Conditional Use Permit
(this does not include fees that may be charged as a result of application reviews by the City's consultants or any required recording fees.)

Submittal Requirements: A completed application form, the payment of fees, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, and a site plan. (Note: A concept plan may, at the discretion of the applicant, be submitted instead of a site plan. However, in doing so the applicant acknowledges that a site plan will need to be submitted for City Commission approval prior to making application for a development permit). The data requirements for a site plan and a concept plan are available at the Development Department. ***Note:*** An application for a Conditional Use Permit may not be filed if the City Commission has denied an application for a Conditional Use Permit for the subject property within the previous two years.

The applicant has the burden of proof to demonstrate to the City Commission that the following standards are met:

1. The proposed use is not contrary to the established land uses in the immediate area;
2. The proposed use would not significantly depart from the densities or intensities of use in the surrounding area and thereby increase or overtax the load on public facilities such as schools, utilities, and streets and other public infrastructure.
3. The proposed use will not be contrary to the proposed land use plan and will not have an adverse effect on the goals, policies and objectives of the Comprehensive Plan;
4. The existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;
5. The proposed use will not create or excessively increase traffic congestion or otherwise affect Public Safety;
6. The proposed use will not create drainage or a storm water quality problem;
7. The proposed use will not significantly reduce light or air to adjacent areas;
8. The proposed use is less burdensome on neighboring properties and on public infrastructure than uses permitted by right in the district;
9. The proposed use is not out of scale with the uses permitted by right in the district and with the existing uses in the neighborhood; and
10. There are no other adequate sites for the proposed use in districts in which the proposed use is permitted by right within the City.

Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application for the City Commission public hearing.

Justification: Please provide justification supporting the request for a Conditional Use Permit *(include additional pages if needed)*:

Please see the Narrative included with this application.

(over)

McCARTHY SUMMERS WOOD
NORMAN MELBY SCHULTZ
WOOD & VanVALKENBURGH P.A.
ATTORNEYS AT LAW

February 19, 2026

Ms. Jodi Nentwick
Director of Development
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Mr. Lee Bagett
City Attorney
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Re: COVERLETTER AND NARRATIVE OF AMENDED CONDITIONAL USE APPROVAL
Project Name: Lewis Leonard Amended East Stuart Conditional Use Approval Application
Property Address: 433 SE Lake Circle Drive, Stuart, Florida
PCIN Numbers: 04-38-41-013-009-00170-0 (the "Property")
City of Stuart Project Number: ESCU-25-1

Dear Jodi,

Our firm has the privilege of representing the applicant, Mr. Lewis Leonard, the property owner of the Property located at 433 SE Lake Circle Drive, Stuart Florida, within the East Stuart Neighborhood Special District of the City of Stuart (the "Applicant" or "Owner").

Introduction and Parcel Information

The Parcel is .29 acres in size and has a Business Mixed Use (BMU) zoning designation. Permitted uses within the BMU zoning designation, in relevant part include single-family dwelling unit, duplex dwelling units, multi-family dwelling units, and accessory dwelling unit. However, accessory dwelling units must comply with the development standards identified in Section 3.02.04 F.04 of the East Stuart Neighborhood Code.

Terence P. McCarthy[1]
Robert P. Summers[1]
Steven J. Wood[2]
Kenneth A. Norman
Nicola J. Melby[3,4]
Owen Schultz
Margaret E. Wood[5,6]
Jessica M. VanValkenburgh

Audra R. Creech
Of Counsel

Kimberly A. Ryan[6]
Loren N. Esposito
Ross C. Alagna
Liane S. LaBouef

[1]Board-Certified Specialist in *Real Estate Law by the Florida Bar*

[2]Board-Certified Specialist in *Wills, Trusts & Estates Law by the Florida Bar*

[3]Board-Certified Specialist in *Elder Law by the Florida Bar*

[4]Certified Elder Law Attorney *by National Elder Law Foundation*

[5]Board-Certified *Estate Planning Law Specialist by Estate Law Specialist Board, Inc.*

[6]Accredited Estate Planner *by National Association of Estate Planners & Councils*

Amended Conditional Use Approval Application

The Applicant submits this amended application for Conditional Use Approval, upon City direction, to request approval of the following deviations from the East Stuart Neighborhood Code to be allowed and approved by the City Commission:

1. To allow the one existing outbuilding on the property to exceed the maximum size of one outbuilding (700 sqft), and instead allow the existing outbuilding to be compliant at 900 sqft, with a prohibition of any future second outbuilding on the property pursuant to Section 3.02.04.F.04 and Figure ESN-30 in the East Stuart Neighborhood Code;

2. To confirm, as demonstrated by the enclosed survey, that the impervious/previous requirements are satisfied as to the Property with all existing structures, including the one outbuilding pursuant to Section 3.02.04, specifically Figure ESN – 09 – Development Standards in the East Stuart Neighborhood Code;

3. To allow the rear setback for the existing outbuilding to be five feet (5') as currently built, instead of the ten feet (10') required pursuant to Section 3.02.04, specifically Figure ESN – 09 – Development Standards in the East Stuart Neighborhood Code;

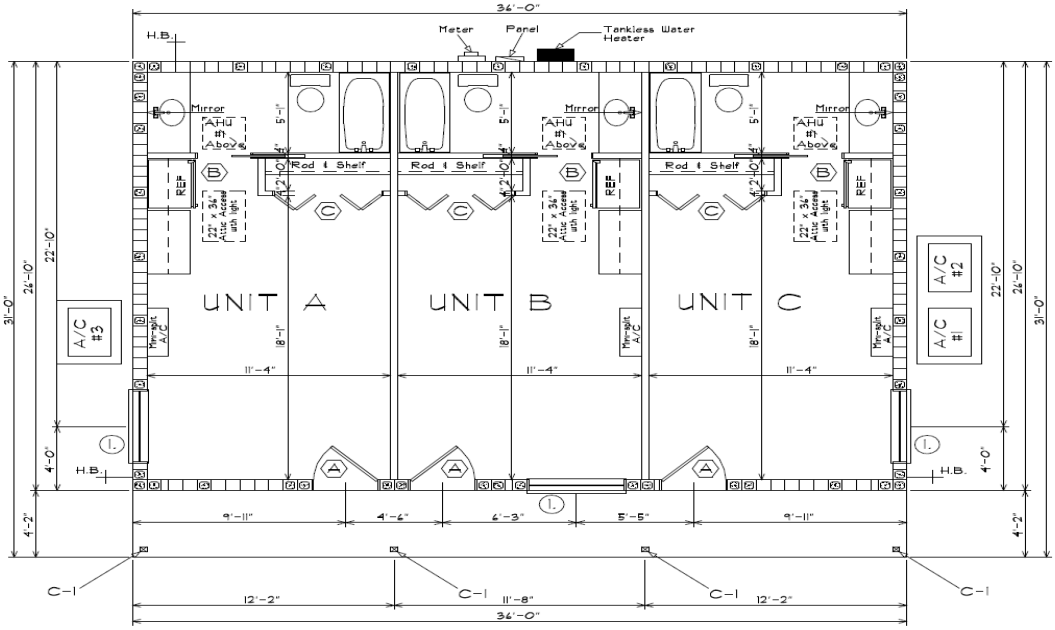
4. To allow the maximum residential density allowed on the Property to be 5.0 units pursuant to Section 2.03.07. Table 3 of the City of Stuart Code and Sections 3.02.04, specifically Figure ESN – 09 – Development Standards, in the East Stuart Neighborhood Code;

5. To approve and allow a revocable right-of-way permit for the use of the City's ROW for the currently existing paved driveway apron.

Permit History of Property and
City of Stuart Land Development Code

Building permit number 21050055 was issued as of December 2, 2021 for the building of an outbuilding on the Property with three distinct rooms. Permit 21050055 was issued with multiple plan review comments, one of which stating that the permit was still "Pending zoning approval" dated November 24, 2021. Because the permit was issued on December 2, 2021, the Applicant mistakenly thought the comment dated November 24, 2021 had been resolved in favor of granting of the permit. The issued permit allowed a building commensurate to the

following excerpted Floor Plan to be built and construction was completed, after a full set of inspections, in 2022.



FLOOR PLAN

Section 3.02.04 F.04 of the East Stuart Neighborhood Code requires rear setbacks within the BMU zoning designation to be a minimum of 10 feet (10'); the impervious area cannot exceed a maximum of 75% of the lot area; and residential density was, back in 2021, capped at a maximum of 17 units per acre or 30 units to an acre with conditional use approval by the City Commission.

Additionally, Figure ESN-30 as to Outbuildings, states:

" . . . . *3. Only two outbuildings per principal building are permitted. 4. Outbuildings shall not exceed a maximum building footprint of 700 square feet, each . . .."*

Pursuant to a zoning in progress instituted in the City of Stuart in the last half of 2024, and resulting Ordinance Number 2539-2025, various parts of the East Stuart Neighborhood Code were revised, specifically, the original residential density maximum of 17 units per acre or 30 units to an acre with conditional use approval by the City Commission, went to only 20 units an acre with conditional use approval.[1]

[1] Said Land Development Code change was further complicated by SB 180 Emergencies (Chapter no. 2025-190) which came into effect on July 1, 2025.

On or about March 26, 2025, upon instruction from the City of Stuart, the Applicant applied for Conditional Use Approval, for the following items:

"*Conditional use to allow for 7 units on.29 acres which is 24 units per acre.*

RELIEF FROM PARKING currently 7 parking spaces
RELIREF FROM Density
RELIEF FROM Porch Requirements

Permit 21050055 was issued SEE ATTACHED FOR INSPECTIONS COMPLETED."

However, due to the impact of Ordinance Number 2539-2025, the Applicant's Conditional Use Approval application could not be processed as the original application did not address all the outstanding issues.

Therefore, the Applicant submits this amended application for Conditional Use Approval, once again, upon City direction, to request the following modifications from the East Stuart Neighborhood Code to be allowed and approved by the City Commission:

6. To allow the one outbuilding on the property to exceed the maximum size of one outbuilding, and instead allow the one outbuilding to be 900 sqft, with no second outbuilding to be located on the property;

7. To confirm, as demonstrated by enclosed survey, that the impervious/previous requirements are satisfied as to the Property;

8. To allow the rear setback for the outbuilding to be five feet (5') as currently built, instead of the ten feet (10') required;

9. To allow the maximum residential density allowed on the Property to be 5.0 units, and

10. To approve and allow a revocable right-of-way to permit for the use of the City's ROW for the currently existing paved driveway apron of the Property.

Factors To Be Reviewed During Determination of Conditional Use Approval Applications

In reviewing the amended application for Conditional Use Approval, the City Commission or Community Redevelopment Board, must review the application based on the following factors pursuant to Section 11.01.11 of the Land Development Code of the City of Stuart:

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

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

c. The proposed use will not be contrary to the future land use designation and will not have an adverse effect on the goals, policies, and objectives of the Comprehensive Plan.

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

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

f. The proposed use will not create drainage or a storm water quality problem.

g. The proposed use will not significantly reduce light or air to adjacent areas.

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

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

j. There are no other adequate sites for the proposed use in districts in

which the proposed use is permitted by right within the city. [Italics Added]

Items to Be Considered During Weighing Factors in Determination of Conditional Use Approval Applications

To make determinations and findings as to the above factors, the City of Stuart Land Development Code states specifically the items that the City Commission or Community Redevelopment Board will consider as follows:

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

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

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

d. Utilities including consideration of hook-up locations and availability and compatibility of utilities for the proposed uses.

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

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

g. Required yards and open spaces.

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

Justification and Brief Statement of Facts
in Support of a Finding of Compliance

A. "*The proposed use is not contrary to the established land uses in the immediate area."*

Directly south of the Property is a single-family home with Business Mixed Use (BMU) zoning designation. Directly north of the Property is a single-family home with BMU zoning designation. Directly west of the Property is a lake with a zoning designation of "Water." Directly east of the Property is an existing concrete driveway serving the Property and the Property's northern and eastern neighbor single-family homes.

Within approximately 100 feet northeast of the Property adjacent to Lake Street there is a duplex. Approximately 150 feet due North of the Property adjacent to Martin Luther King Boulevard there is a Mixed Use/Store/Office. Within Approximately 190 feet of the Property at the Corner of Martin Luther King Boulaevard and SE East Avenue is a Multifamily apartment building with ten (10) residential units. Approximately 230 feet northwest of the Property is a Mortuary/Cemetery/Crematorium adjacent to Martin Luther King Boulevard. Within approximately 210 feet of the Property, across the lake, to the Southwest is a Duplex, also adjacent to SE Lake Street. To the South and across SE Lake Street, there is a Quadplex and Duplex and a church. All other lots within a 250-foot radius of the property are either vacant residential or single-family homes.

Given the nature of the established land uses within the "immediate area" of the Property, the proposed property having a residential density of 5.0 units, the changing of the rear setback, the allowance of one larger outbuilding, and a revocable right of way use permit are not contrary to the established land uses within the immediate area.

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

As previously discussed in subsection "A" directly above, within approximately 100 feet northeast of the Property adjacent to Lake Street is a duplex. Approximately 150 feet due North of the Property adjacent to Martin Luther King Boulevard there is a Mixed Use/Store/Office. Within Approximately 190 feet of the Property at the corner of Martin Luther King Boulaevard and SE East Avenue is a Multifamily apartment building with Ten (10) residential units. Approximately 230 feet northwest of the Property is a Mortuary/Cemetery/Crematorium adjacent to Martin Luther King Boulevard. Within approximately 210 feet of the Property, across the lake to the Southwest, is a Duplex, also adjacent to SE Lake Street. To the South and across SE Lake Street, there is a Quadplex and Duplex and a church. All other lots within a 250-foot radius of the property are either vacant residential or single-family homes.

Without conditional use approval, the Property, by right, would be allowed up to 4 residential units based on the East Stuart Neighborhood Code.

Given the nature of the established densities and intensities within the surrounding area of the Property, the proposed Property having an approved density of 5.0 residential units, only one unit more than already allowed, does not significantly depart from the established densities and intensities that are either already built or already exist as entitlements by right, in the surrounding area.

Also, Given the nature of the established densities and intensities within the surrounding area of the Property, the proposed Property having an approved density of 5.0 residential units, the changing of the rear setback, the allowance of one larger outbuilding, and a revocable right of way use permit does not significantly increase the load on public facilities such as schools, utilities and streets and other public infrastructure, especially since the Property without conditional use approval is deemed by the East Stuart Neighborhood Code, to be allowed 4 residential units of load on public facilities.

C "The proposed use will not be contrary to the future land use designation and will not have an adverse effect on the goals, policies and objectives of the Comprehensive Plan."

The Future Land Use Designations of the Property is East Stuart Special District (also known as the East Stuart Special Studies District). Pursuant to Goal Statement 1.D of the City of Stuart Comprehensive Plan, and Objective 1.D1. states as follows:

> *GOAL STATEMENT 1.D*
>
> *The goal of establishing an East Stuart Overlay Zone District is to address the unique and special land use and related development issues of this neighborhood. This item is included as Goal 3.C in the Housing Element.*
>
> *OBJECTIVE 1.D1. – [East Stuart Special Studies District.]*
> *To reduce substandard housing conditions, increase affordable housing opportunities, improve infrastructure and safety conditions, and provide for land use regulations that reflect and strengthen the neighborhood character of East Stuart.*
>
> - *Replace substandard housing with code compliant housing;*
> - *Create accessible and safe neighborhood;*
> - *Encourage a mix of housing types;*
> - *Encourage neighborhood infrastructure, such as sidewalks and*

walkway linkages.

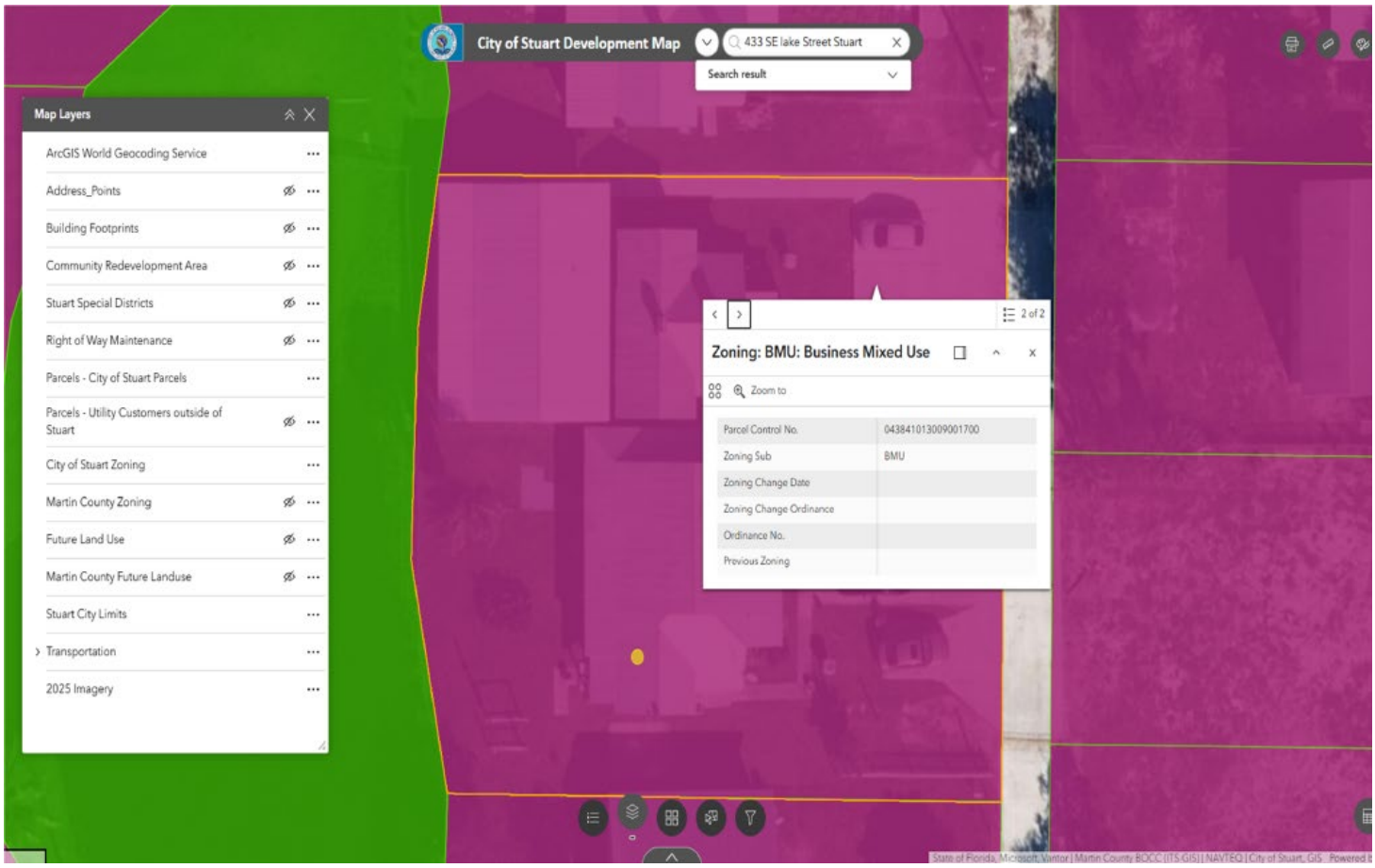
Given the goals stated by the City of Stuart Comprehensive Plan Goal Statement 1.D and Objection 1D.1, as well as the Property being located within the BMU Zoning designation within the East Stuart Neighborhood Code, the Applicant's Amended Application for Conditional Use is not contrary to the Land Use nor adverse to the goal, objectives and policies of the City of Stuart Comprehensive Plan.

Also, given the stated goals of the City of Stuart Comprehensive Plan Goal Statement 1.D and Objection 1D.1 the proposed Property having an approved density of 5.0 residential units, the changing of the rear setback, the allowance of one larger outbuilding, and a revocable right of way use permit is not contrary to the Land Use nor adverse to the goal, objectives and policies of the City of Stuart Comprehensive Plan.

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

From the Applicant's perspective, we believe this factor is not an applicable part of the analysis as the existing district boundaries are not within the vicinity of the Property and the boundaries, as they currently are, are in logical relation to the existing conditions of the Property, and the proposed change, as illustrated by the below excerpted City Land Use and Zoning map:


City of Stuart Development Map
433 SE lake Street Stuart
Search result
SE MARTIN LUTHER KING JR BLVD
SE LAKE ST
SE CENTRAL AVE
SE FLAGLER AVE
SE OCEAN AVE
SE LAKE ST
State of Florida, Microsoft, Vantor | Martin County BOCC, ITS-GIS | NAVTEQ



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

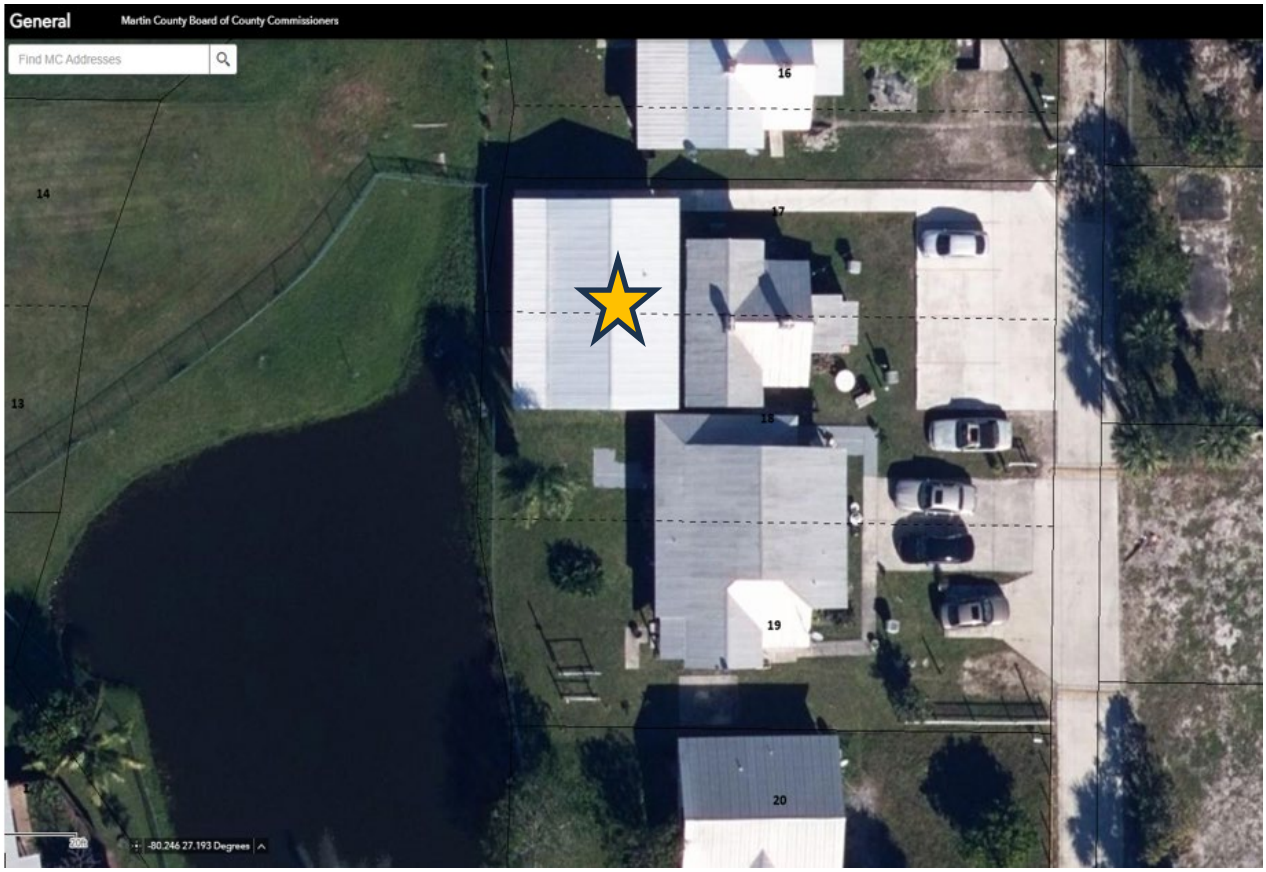
Within approximately 100 feet northeast of the Property adjacent to Lake Street is a duplex, representing a minimum of two vehicles. Approximately 150 feet due North of the Property adjacent to Martin Luther King Boulevard there is a Mixed Use/Store/Office. Within Approximately 190 feet of the Property at the Corner of Martin Luther King Boulaevard and SE East Avenue is a Multifamily apartment building with ten (10) residential units, representing at minimum 10 vehicles. Approximately 230 feet northwest of the Property is a Mortuary/Cemetery/Crematorium adjacent to Martin Luther King Boulevard. Within approximately 210 feet of the Property, across the lake, to the Southwest is a Duplex, also adjacent to SE Lake Street, and representing a minimum of two vehicles. To the South and across SE Lake Street, there is a Quadplex and Duplex and a church, representing at least six residentially generated vehicles. All other lots within a 250-foot radius of the property are either vacant residential or single-family homes.

Under the current land use and zoning of the Property, up to four (4) units are allowed without conditional use approval. The applicant is only requesting one additional unit, up to 5.0 units on the Property, with this Conditional Use Application and the use is remaining residential in character.

Given the nature of the established land uses surrounding the Property, the Property having a residential density of 5.0 units, the changing of the rear setback, the allowance of one larger outbuilding, and a revocable right of way use permit will not create or excessively increase traffic congestion or otherwise affect public safety.

F. The proposed use will not create drainage or a storm water quality problem.

As identified previously in this Narrative and Justification, the building that will encapsulate the various requests of this Conditional Use Approval on the Property, already exists, and has existed since 2022, as identified by the star symbol below:



The Applicant has received no information, notices, other documentation or observed any facts that would indicate that any drainage or stormwater quality issue or problem has arisen due to the existing structure, driveways, or parking areas. As a part of this Conditional Use Application, a survey demonstrating that the Impervious versus Pervious Areas supports the observation that no drainage or stormwater issue has arisen due to an excess of impervious surface area.

Given the lack of drainage and stormwater quality issues on the Property from 2022 to present day, the granting of the Applicant's Conditional Use Application will not create a drainage or stormwater quality problem.

g. The proposed use will not significantly reduce light or air to adjacent areas.

As identified in Subsection F directly above, the existing structure that will benefit from most, if not completely from the granting of this Conditional Use Permit is one story tall and has existed in its current form from 2022 through present day. The structure does not significantly reduce light or air to the adjacent areas. Granting the Applicant's Conditional Use Application to allow the Property to have a residential density of 5.0 units, the changing of the rear setback, the allowance of one larger outbuilding, and a revocable right of way use permit will also not significantly reduce light or air adjacent to the Property.

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

As discussed in prior sections of the Narrative and Justification, the Property has a Business Mixed Use (BMU) zoning designation.

Approximately 150 feet due North of the Property adjacent to Martin Luther King Boulevard there is a Mixed Use/Store/Office. Within Approximately 190 feet of the Property at the Corner of Martin Luther King Boulaevard and SE East Avenue is a Multifamily apartment building with ten (10) residential units. Approximately 230 feet northwest of the Property is a Mortuary/Cemetery/Crematorium adjacent to Martin Luther King Boulevard. Within approximately 210 feet of the Property, across the lake, to the Southwest is a Duplex, also adjacent to SE Lake Street. To the South and across SE Lake Street, there is a Quadplex and Duplex and a church. All the multi-family residential and commercial uses exemplified in the immediate vicinity of the site are indicative of what is permitted within the BMU Zoning designation, which is much denser and more intense than what the Applicant in this Conditional Use Approval is requesting.

Therefore, granting the Applicant's Conditional Use Application to allow the Property to have a residential density of 5.0 units, the changing of the rear setback, the allowance of one larger outbuilding, and a revocable right of way use permit will be less burdensome on neighboring

properties and on public infrastructure than the commercial uses that are permitted by right in the district.

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

To reiterate, directly south of the Property is a single-family home with Business Mixed Use (BMU) zoning designation. Directly north of the Property is a single-family home with BMU zoning designation. Directly west of the Property is a lake with a zoning designation of "Water." Directly east of the Property is an existing concrete driveway serving the Property and the Property's northern and eastern neighbor single-family homes.

Within approximately 100 feet northeast of the Property adjacent to Lake Street there is a duplex. Approximately 150 feet due North of the Property adjacent to Martin Luther King Boulevard there is a Mixed Use/Store/Office. Within Approximately 190 feet of the Property at the Corner of Martin Luther King Boulaevard and SE East Avenue is a Multifamily apartment building with ten (10) residential units. Approximately 230 feet northwest of the Property is a Mortuary/Cemetery/Crematorium adjacent to Martin Luther King Boulevard. Within approximately 210 feet of the Property, across the lake, to the Southwest is a Duplex, also adjacent to SE Lake Street. To the South and across SE Lake Street, there is a Quadplex and Duplex and a church. All other lots within a 250-foot radius of the property are either vacant residential or single-family homes.

Given the permitted uses, and the existing uses, as identified, within the district and within the immediate vicinity of the Property, granting the Applicant's Conditional Use Application to allow the Property to have a residential density of 5.0 units, the changing of the rear setback, the allowance of one larger outbuilding, and a revocable right of way use permit would not be out of scale with the uses permitted and/or existing in the district and neighborhood.

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

Under the current land use and zoning of the Property, up to four (4) units are allowed without conditional use approval. The Applicant is requesting one additional unit, up to 5.0 units on the Property, with this Conditional Use Application and is an adequate site for the proposed use in the district. Nowhere in the district is 5.0 units allowed on a .29-acre site without Conditional Use Approval. Therefore, there is "no other adequate site" within the district where 5.0 units would be by right on a similarly sized property. Similarly, there is "no other adequate site" within the district where the changing of the rear setback, the allowance of one larger outbuilding, and a revocable right of way use permit would be by right on a similarly sized property without a Conditional Use Approval to allow those deviations from the East Stuart Neighborhood Code.

A Conditional Use Shall be Granted

Pursuant to Section 3.02.01, Figure ESN-05 – Major Development Projects Matrix, specifically subsection J Conditional use, of the East Stuart Neighborhood Code, a conditional use is to be reviewed pursuant to the procedures of Section 11.01.10 under the major Conditional Use Review:

> *. . . a conditional use shall be granted if the applicant can demonstrate that the request:*
>
> - *is consistent with this Code and the city's comprehensive plan;*
> - *will further the implementation of the CRA redevelopment plan;*
> - *will measurably improve the form and function of traditional neighborhood characteristics; and*
> - *has satisfied site qualitative design development standards set forth in section 6.00.04.*

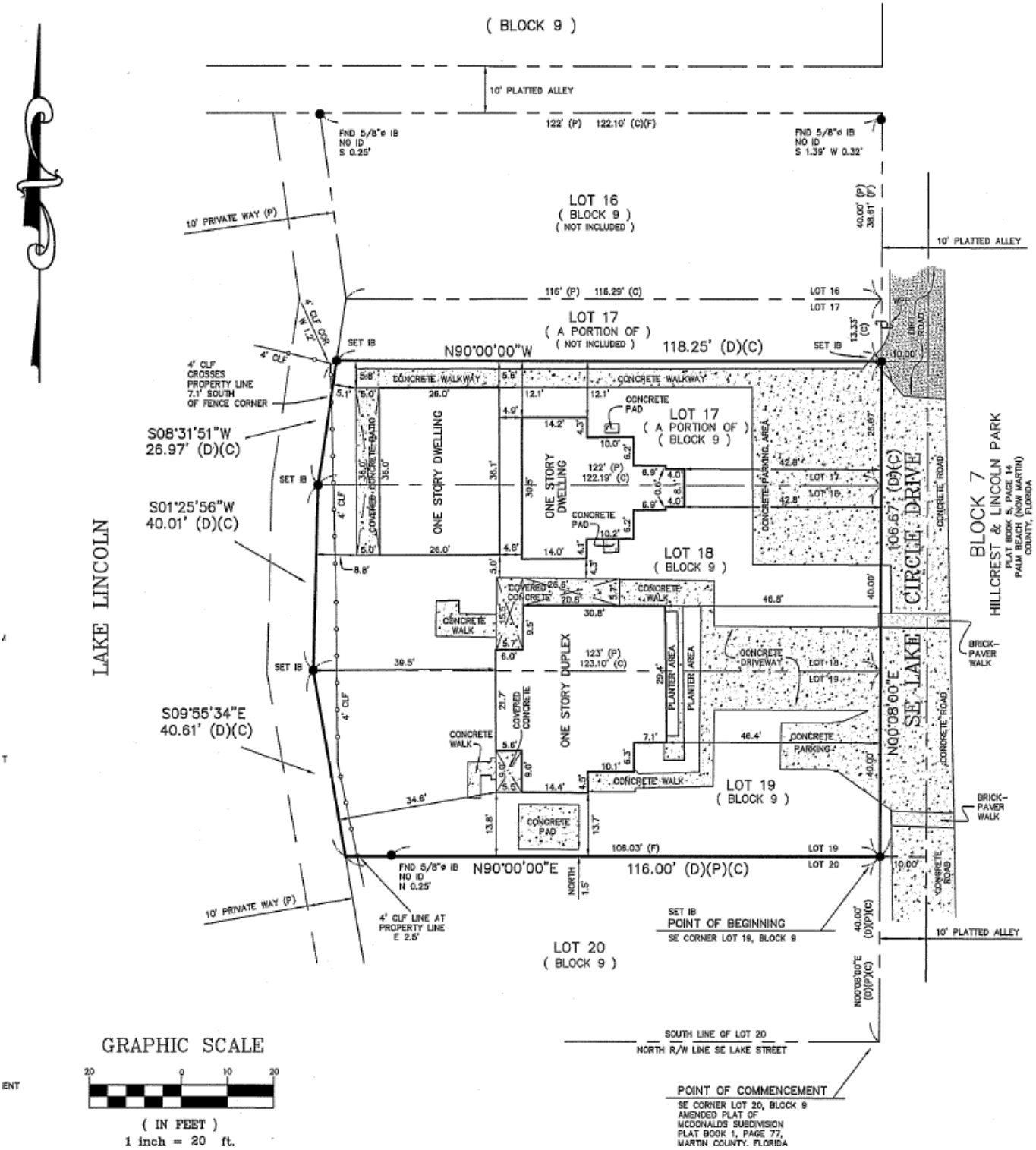
Site Qualitative Design Development Standards – Section 6.00.04

While the first three listed items directly above have been addressed through the "Justification and Brief Statement of Facts in Support of a Finding of Compliance" section in this Narrative and Justification, the fourth listed item directly above bears more discussion to be initially demonstrated.

Section 6.00.04, in summation, states a general set of standards to be applied to residential development plans within the City of Stuart and lists important qualities to be factored into a residential property to increase the overall quality of residential development within the City of Stuart, as follows:

1) Harmonious and efficient organization; 2) Preservation of Natural Conditions; 3) Screening and Buffering; 4) Enhancement of Residential Privacy; 5) Emergency Access; 6) Access to public and private ways; 7) Pedestrian circulation; 8) Location and design of access drives; 9) Coordination of on-site and off-site coordination; 10) Location and design of on-site ways; 11) Drainage, and 12) Exterior Lighting.

As indicated in the enclosed survey of the Property, not only does the Property, as it currently exist comply with the design criteria Section 3.02.04, specifically Figure ESN – 09 – Development Standards in the East Stuart Neighborhood Code as to Pervious and Impervious area, except for the exception regarding setbacks identified as a part of this Conditional Use Application, but also otherwise comports with the requirements of Section 6.00.04 as well.


(BLOCK 9)
10' PLATTED ALLEY
122' (P) 122.10' (C)(F)
FND 5/8"ø IB
NO ID
S 0.25'
FND 5/8"ø IB
NO ID
S 1.39' W 0.32'
LOT 16
(BLOCK 9)
(NOT INCLUDED)
10' PRIVATE WAY (P)
10' PLATTED ALLEY
116' (P) 116.29' (C)
LOT 16
LOT 17
LOT 17
(A PORTION OF)
(NOT INCLUDED)
N90°00'00"W
118.25' (D)(C)
SET IB
4' CLF
4' CLF CROSSES PROPERTY LINE 7.1' SOUTH OF FENCE CORNER
S08°31'51"W
26.97' (D)(C)
S01°25'56"W
40.01' (D)(C)
S09°55'34"E
40.61' (D)(C)
LAKE LINCOLN
CONCRETE WALKWAY
ONE STORY DWELLING
ONE STORY DUPLEX
COVERED CONCRETE
CONCRETE PAD
CONCRETE WALK
CONCRETE DRIVEWAY
CONCRETE PARKING
PLANTER AREA
LOT 17
(A PORTION OF)
(BLOCK 9)
LOT 18
(BLOCK 9)
LOT 19
(BLOCK 9)
LOT 20
(BLOCK 9)
CIRCLE DRIVE
SE LAKE
BLOCK 7
HILLCREST & LINCOLN PARK
PLAT BOOK 5, PAGE 14
PALM BEACH (NOW MARTIN)
COUNTY, FLORIDA
106.67' (D)(C)
N00°08'00"E
BRICK-PAVER WALK
CONCRETE ROAD
123' (P)
123.10' (C)
122' (P)
122.19' (C)
106.03' (F)
FND 5/8"ø IB
NO ID
N 0.25'
N90°00'00"E
116.00' (D)(P)(C)
NORTH
1.5'
4' CLF LINE AT PROPERTY LINE E 2.5'
10' PRIVATE WAY (P)
SET IB
POINT OF BEGINNING
SE CORNER LOT 19, BLOCK 9
40.00' (D)(P)(C)
SOUTH LINE OF LOT 20
NORTH R/W LINE SE LAKE STREET
POINT OF COMMENCEMENT
SE CORNER LOT 20, BLOCK 9
AMENDED PLAT OF
MCDONALDS SUBDIVISION
PLAT BOOK 1, PAGE 77,
MARTIN COUNTY, FLORIDA
GRAPHIC SCALE
20 0 10 20
(IN FEET)
1 inch = 20 ft.

Specifically, the placement of the "One-Story Dwelling" in the Northwest Corner of the Property, the Outbuilding in this Application, is a harmonious and efficient use of space and this neighborhood and on this property. This Property was already cleared and developed as residential property prior to the building being built in 2022 and thus conditions have been preserved, and any "Natural Conditions" were already removed long before 2022. Screening and buffering are not required for the Outbuilding pursuant to City of Stuart and East Stuart Neighborhood Code.

As indicated in the included aerial, the included current Floor plan for the Outbuilding, the conceptual floor plan submitted with this application and the survey also included herein the outbuilding as currently configured, and as configured in the future, shall not inherently decrease residential privacy and will serve the City of Stuart and East Stuart Neighborhood goals of providing more opportunity for quality housing within the East Stuart Neighborhood.

As identified in the enclosed survey, there is emergency access, access to public and private ways, pedestrian circulation to and from all buildings on the Property, including the subject Outbuilding via SE Lake Circle Drive, associated and connecting driveways and concrete walkways.

Pursuant to the survey and aerials provided, the efficient and cohesive location and design of access drives, parking and City right-of-way allows for necessary off-street parking to support the 5 dwelling units requested under this Conditional Use Application and allows convenient and safe two-way access to all buildings on the Property without anymore impervious surface area than necessary. On and off-site coordination currently exists in a seamless form and shall be memorialized, upon approval of this Conditional Use Approval by revocable right of way use permit applied for by the applicant and hopefully approved by the City of Stuart.

As discussed in more detail earlier in this Narrative and Justification, requirements and proper installation of drainage and exterior lighting on the Property exist. As of the date of this application, there are and have been no negative drainage and water quality effects due to the existing Outbuilding. Similarly, no negative effects have arisen from the existing Outbuilding due to excessive or deficient exterior lighting.

Conclusion, Applicant's Request and Potential Determinations

The City Commission and/or Community Redevelopment Board can find that the application is "In Compliance," "In Compliance subject to stated Conditions or Modifications," or "Not in Compliance."

The Applicant, through the analysis of the above required factors, the facts and justification presented, would respectfully ask that the City find the Property In Compliance as to this Conditional Use

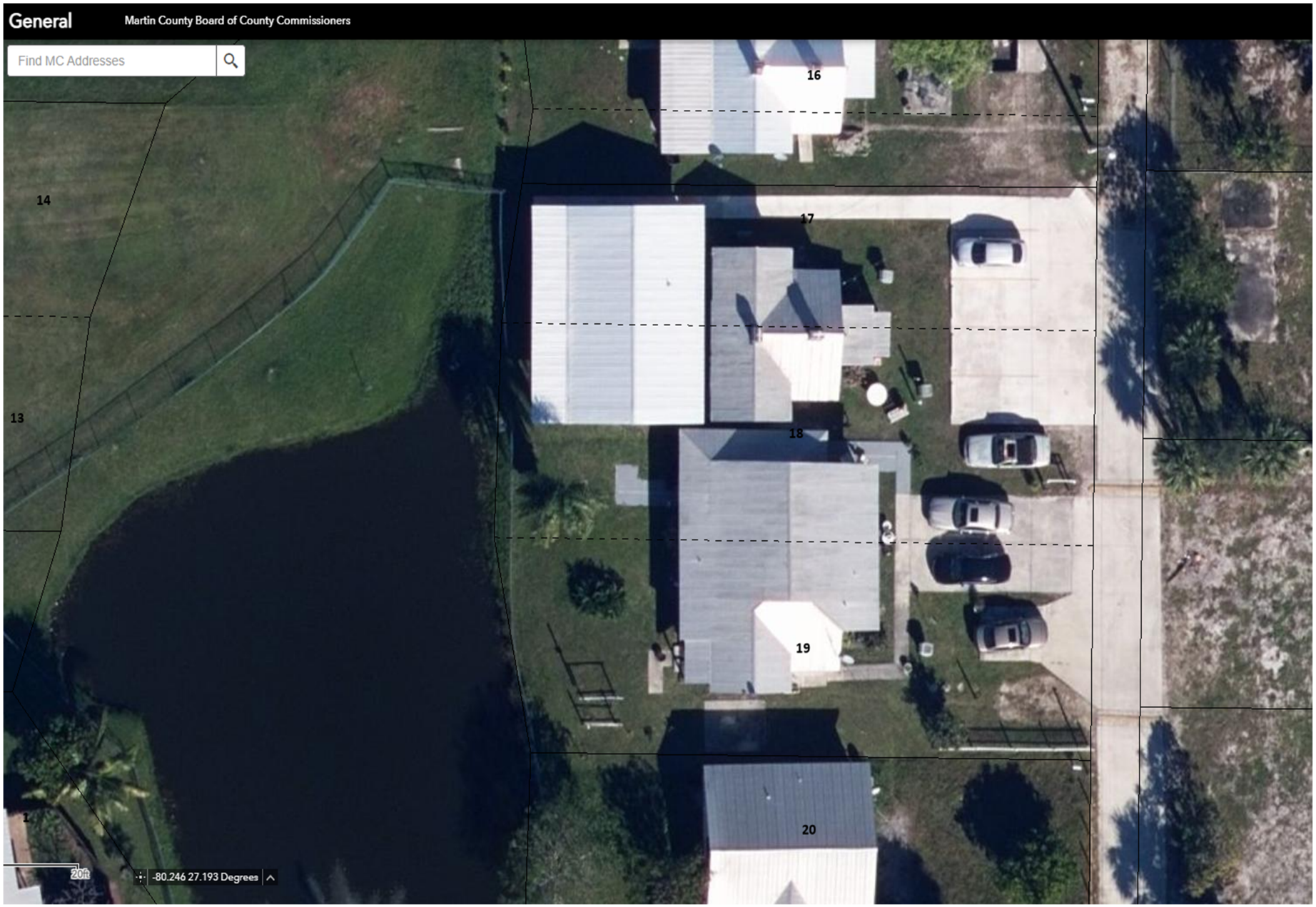
Approval Application.

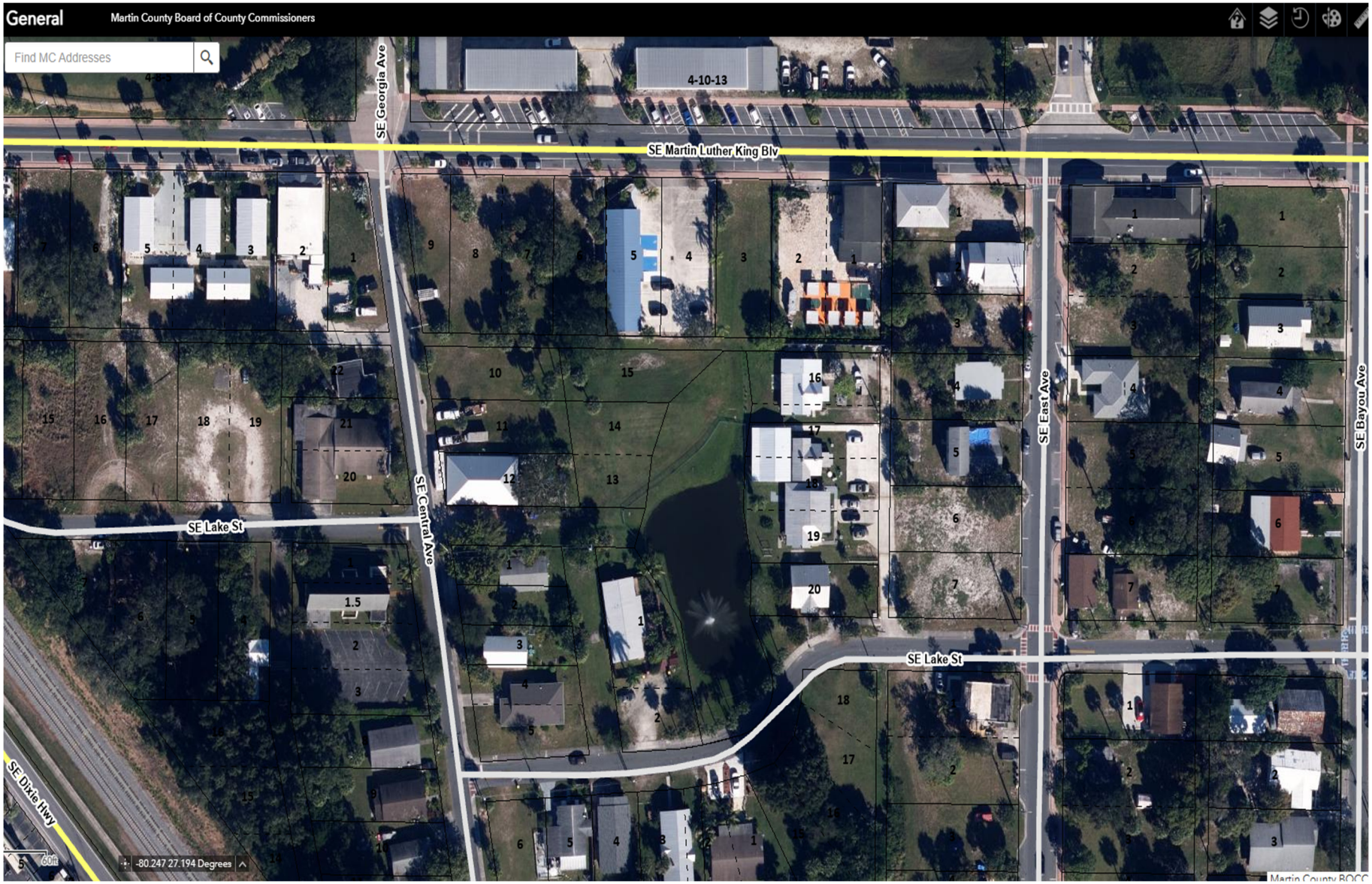
Please feel free to contact me regarding any questions or documentation required regarding this Application.

We look forward to working with City of Stuart Staff on this matter.

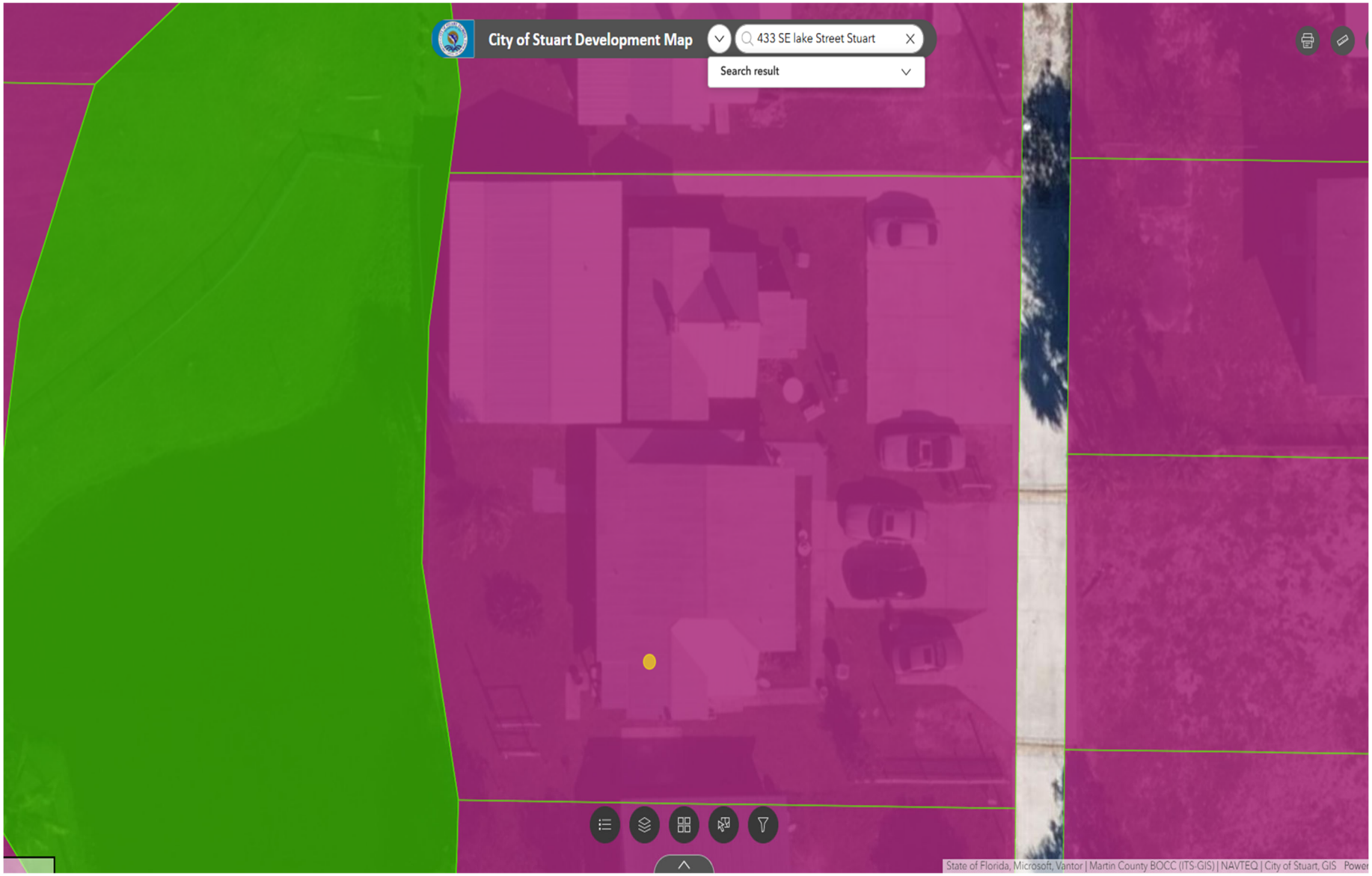
Sincerely,

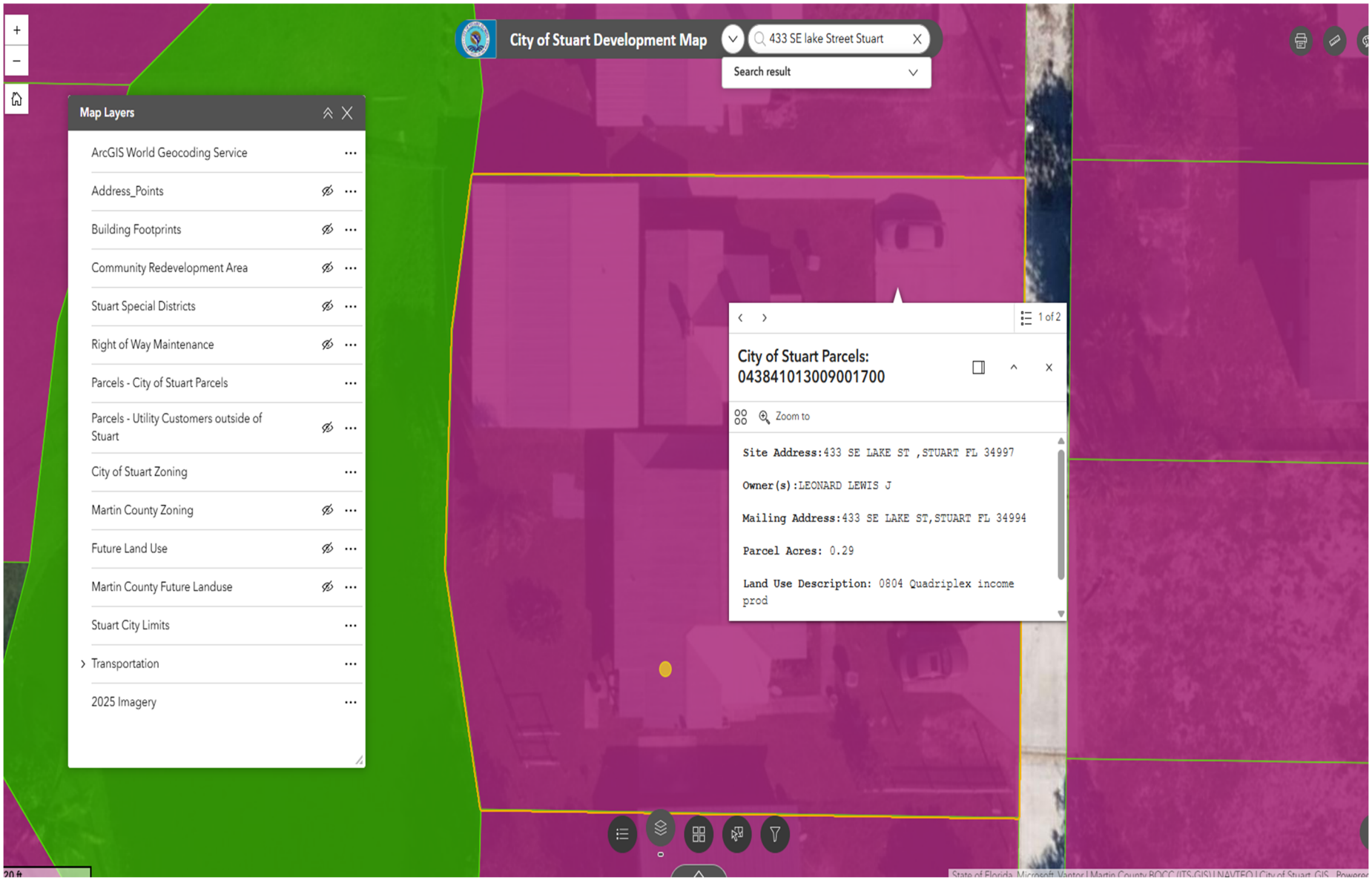
S/ Audra R. Creech, Esq.

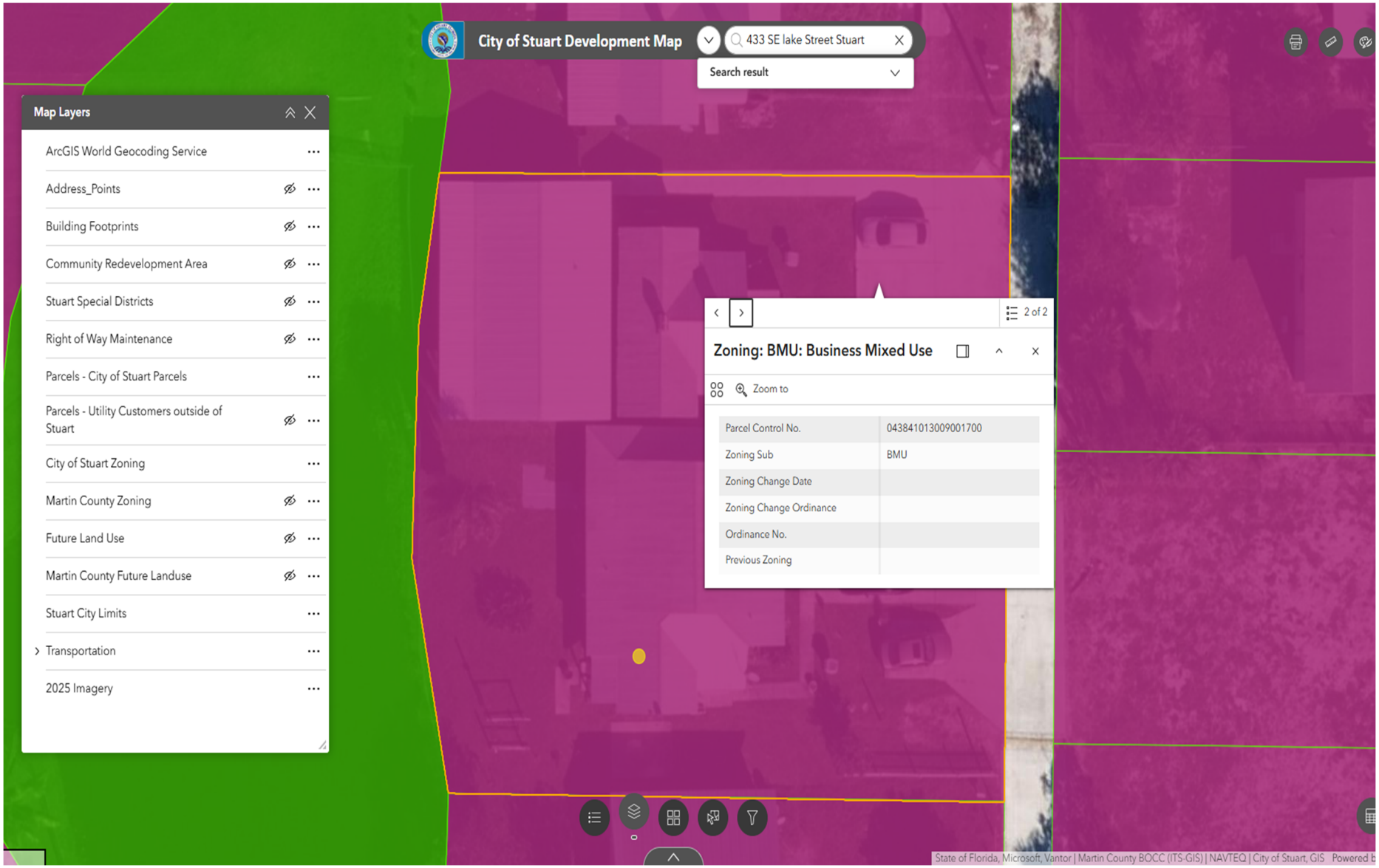

General
Martin County Board of County Commissioners
Find MC Addresses
16
14
17
13
18
19
1
20
20ft
-80.246 27.193 Degrees

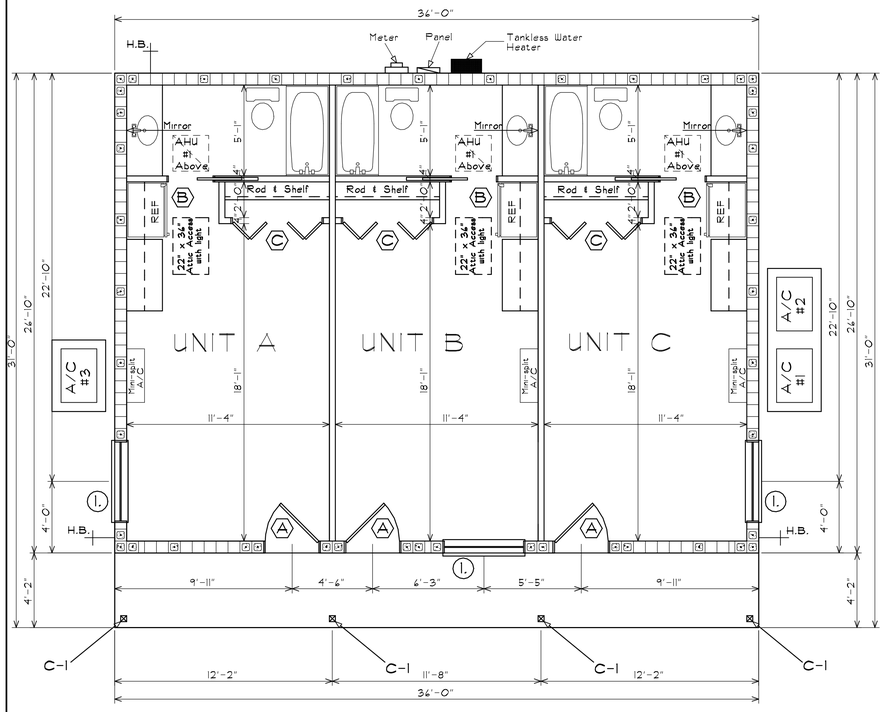

General
Martin County Board of County Commissioners
Find MC Addresses
SE Georgia Ave
4-10-13
SE Martin Luther King Blv
SE East Ave
SE Bayou Ave
SE Central Ave
SE Lake St
SE Lake St
SE Dixie Hwy
-80.247 27.194 Degrees
Martin County BOCC


City of Stuart Development Map
433 SE lake Street Stuart
Search result
SE MARTIN LUTHER KING JR BLVD
SE LAKE ST
SE CENTRAL AVE
SE EAST AVE
SE BAYOU AVE
CR A1A
State of Florida, Microsoft, Vantor | Martin County BOCC (ITS GIS) | NAVTEQ


City of Stuart Development Map
433 SE lake Street Stuart
Search result
State of Florida, Microsoft, Vantor | Martin County BOCC (ITS-GIS) | NAVTEQ | City of Stuart, GIS


City of Stuart Development Map
433 SE lake Street Stuart
Search result
Map Layers
ArcGIS World Geocoding Service
Address_Points
Building Footprints
Community Redevelopment Area
Stuart Special Districts
Right of Way Maintenance
Parcels - City of Stuart Parcels
Parcels - Utility Customers outside of Stuart
City of Stuart Zoning
Martin County Zoning
Future Land Use
Martin County Future Landuse
Stuart City Limits
Transportation
2025 Imagery
1 of 2
City of Stuart Parcels: 043841013009001700
Zoom to
Site Address:433 SE LAKE ST ,STUART FL 34997
Owner(s):LEONARD LEWIS J
Mailing Address:433 SE LAKE ST,STUART FL 34994
Parcel Acres: 0.29
Land Use Description: 0804 Quadriplex income prod


City of Stuart Development Map
433 SE lake Street Stuart
Search result
Map Layers
ArcGIS World Geocoding Service
Address_Points
Building Footprints
Community Redevelopment Area
Stuart Special Districts
Right of Way Maintenance
Parcels - City of Stuart Parcels
Parcels - Utility Customers outside of Stuart
City of Stuart Zoning
Martin County Zoning
Future Land Use
Martin County Future Landuse
Stuart City Limits
Transportation
2025 Imagery
2 of 2
Zoning: BMU: Business Mixed Use
Zoom to
Parcel Control No. 043841013009001700
Zoning Sub BMU
Zoning Change Date
Zoning Change Ordinance
Ordinance No.
Previous Zoning
State of Florida, Microsoft, Vantor | Martin County BOCC (ITS GIS) | NAVTEQ | City of Stuart, GIS



FLOOR PLAN

SCALE 1/4" = 1'-0"

TYPICAL NOTES:

1. Contractor to verify ALL notes and dimensions prior to proceeding with work
2. Contractor to STRICTLY enforce ALL OSHA Requirements.
3. ALL Lumber to be used as Beam, Rafters, etc... to have a min. 1,500 psi fiber bending stress.
4. No dissimilar metals to touch.
5. Drywall at ceilings shall be leveled and attached to bottom chord of trusses with screws per FBC R702.3.5.
6. ALL wood in contact with concrete shall be pressure treated.
7. ALL wall dimensions are nominal and not finished wall or stud dimensions.
8. ALL plumbing fixtures to be low flow.
9. Lowest finished floor to be set by others - Surveyor to set in field.
10. Separation between residence and garage shall be per FBC R302.6
11. Door between garage and residence shall be 1-3/4"t 20 min. rated door
12. Wall and Ceiling shall have a flame-spread classification of not greater than 200 per FBC R302.9.1
13. Wall and ceiling finishes shall have a smoke-developed index of not greater than 450 per FBC R302.9.2
14. All exposed attic insulation materials installed on attic floors shall have a critical radiant flux not less than 0.12 watt per square centimeter. Exposed foam plastic insulation materials exposed on the underside of the roof deck or on the attic walls shall comply with F.B.C. R316 - see permit info box of code edition
15. Gypsum board material shall conform to ASTM C36, C79, C475, C514, C630, C931 C960, C1002, C1047,C1177, C1178, C1278, C1395, or C1396 and shall be installed according to the following: (FBC R702.3.5) See table below for attachment
16. ALL ceramic tile surfaces installed shall conform to ASTM A108.1 thru A108.6, A108.1, A118.1, A118.3, A136.1 and A137.1
17. Cement, fiber-cement or glass mat gypsum backers in accordance with ASTM C1288, C1325, OR C1178 and installed I.A.W. manufacturers recommendations shall be used as backer for the wall tile in tub areas and wall panels in shower areas.
18. Insulation including facings such as retarders or vapor permeable members installed within floor-ceiling assemblies, roof-ceiling assemblies, wall, crawl spaces and attics shall have a flame spread index not to exceed 25 with an accompanying smoke developed index not to exceed 450 when tested in accordance with ASTM E 84. Insulation shall comply with F.B.C. R316.

WALL SYMBOL LEGEND

- = CBS walls - Fill cells solid with concrete and (1) #5 bar vert. at 32" o.c. for walls up to 10'-0"* high. Space 32" o.c. for walls up to 15'-0"* For walls over 10'-0" a special inspection is required by any licensed structural engineer to review and approve the vert. steel installation in the footings, in the wall cavity and into beam.
- = 2" x 4" non-bearing stud walls - see sections. Insulate with R-11 batts at bathrooms & between A/C and Non-A/C spaces

Column Schedule

Mark	Size and Description
C-1	4" x 4" PT wood post

Window Schedule

Mark	Size	Window Description
1.	4'-5" x 4'-2"	SINGLE HUNG - IMPACT

- ALL Windows to be white ESP aluminum windows with tint. Provide muntin's and structural mullions per elevations. See product approval chart for window manufacturer information.
- ALL windows to withstand Pressures stated in Permit Information Box on these plans.
- ALL windows in bathrooms to be tempered
- ALL windows within 18" of finished floor to be tempered unless impact rated.
- verify all masonry/rough opening sizes prior to ordering windows.

Door Schedule

Mark	Size	Door Description
A	3'-0" X 6'-8"	FRENCH DOOR
B	2'-6" X 6'-8"	SOLID CORE - WOOD - 2 PANEL - POCKET
C	5'-0" X 6'-8"	SOLID CORE - WOOD - 2 PANEL - BIFOLD

- ALL exterior doors including garage doors to withstand pressures stated in permit information box on these plans.
- verify all masonry/rough opening sizes prior to ordering windows.
- See product approval chart on these plans for exterior door manufacturer information (including garage door)
- Provide one exit door (swing type) that is 3'-0" wide minimum and one emergency escape door (not shuttered). If escape door has glazing then it must be impact resistant and shall NOT be thru garage. This may be the same door if it meets both criteria listed above.

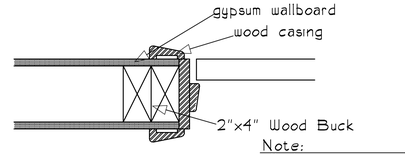
Square Footage Breakdown

Total A/C Space =	966 sq. ft.
Covered Porch Total =	150 sq. ft.
Under Roof Total =	1,116 sq. ft.

Drywall Attachment Table FBC R702.3.5

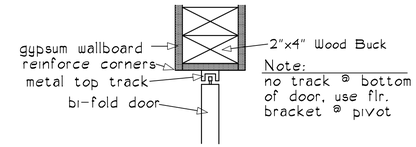
Drywall Thickness	Location	Orientation	Framing Member Spacing Maximum	Max. spacing of fasteners: Nails	Max. spacing of fasteners: Screws	Nail sizing options for installation of drywall into wood framing members 2" x min. thickness
1/2"	Ceiling	Perpendicular	24"	7"	12"	13ga 1 3/8" long with 19/64" head OR 0.098" diameter x 1 1/4" long annular-ringed or 5d cooler nail OR 0.080" dia. x 1 5/8" long with 15/64" head OR Gypsum board nail 0.086" dia. x 1 5/8" with 9/32" head.
	Walls	Either Direction	16"	8"	16"	
5/8"	Ceiling	Perpendicular	24"	7"	12"	13ga 1 5/8" long with 19/64" head OR 0.098" diameter x 1 3/8" long annular-ringed or 6d cooler nail OR 0.092" dia. x 1 7/8" long with 1/4" head OR Gypsum board nail 0.0915" dia. x 1 7/8" with 19/64" head.
	Walls	Either Direction	16"	8"	16"	

(W.H.) = Water Heater in pan where required with drain per FBC Plumbing



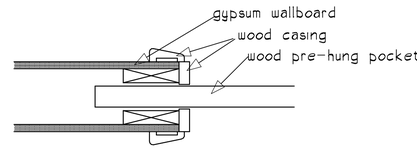
Typical Interior Door Detail

NTS



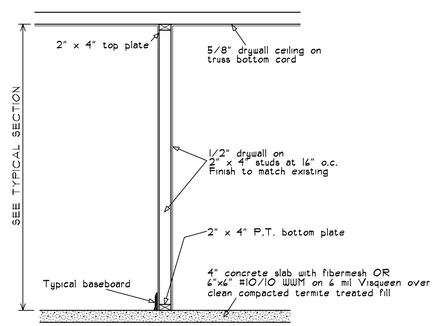
Typical Bi-Fold Door Detail

NTS



Typical Pocket Door Detail

NTS



Interior Non-Bearing Partition
Scale: 1/2" = 1'-0"

Revisions : 11-9-21 Permit Info Revised

Date Drawn: 10-13-21
Drawn by: T.E.R.P.
N.T.C.
Checked by: D.R.B.

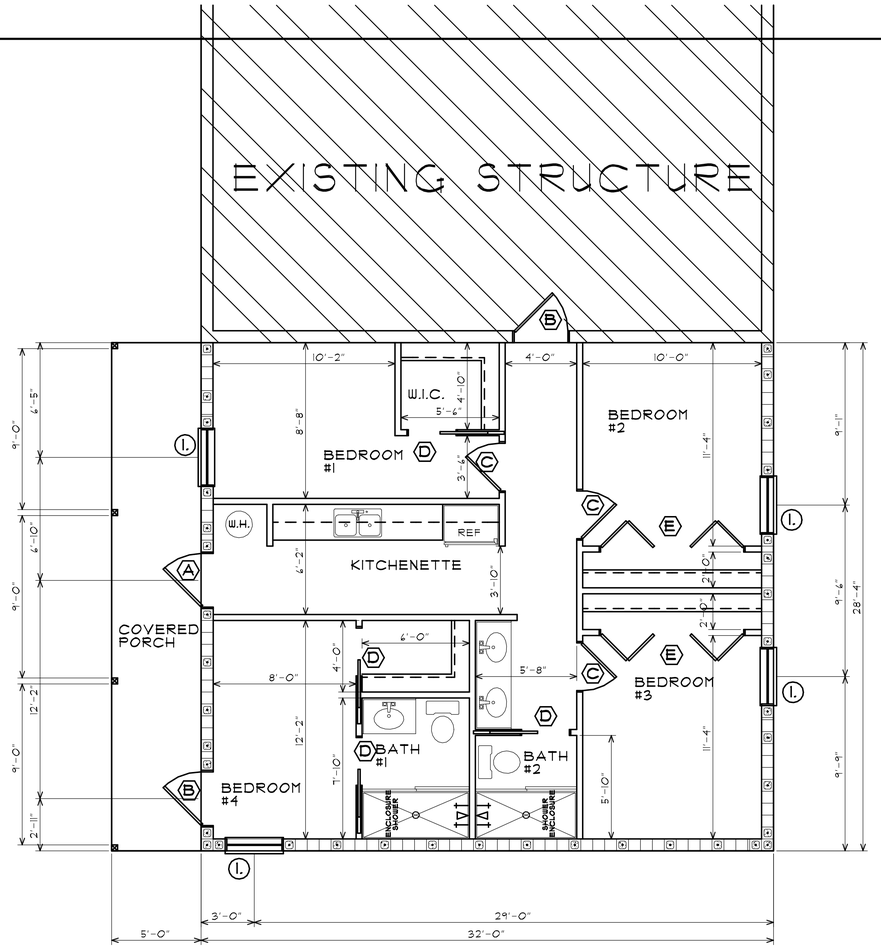
Accessory Building
Mr. & Mrs. Leonard
Address: 437 SE LAKE STREET, STUART FL

Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
417 S.E. COCONUT AVENUE
Stuart, FL 34996 #AAC000032
Tel : (772) 287-8258
Fax : (772) 287-8283
Website: www.bradenarchitects.com

SHEET NO: 2. OF 5.

JOB NUMBER: 21-30

STATE OF FLORIDA DANIEL R. BRADEN AR 9770 REGISTERED ARCHITECT



Window Schedule

Mark	Size	Window Description
1.	3'-1" x 5'-3"	SINGLE HUNG - IMPACT

- ALL Windows to be white ESP aluminum windows with tint. Provide muntin's and structural mullions per elevations. See product approval chart for window manufacturer information.
- ALL windows to withstand Pressures stated in Permit Information Box on these plans.
- ALL windows in bathrooms to be tempered
- ALL windows within 18" of finished floor to be tempered unless impact rated.
- verify all masonry/rough opening sizes prior to ordering windows.

Door Schedule

Mark	Size	Door Description
A	3'-0" X 6'-8"	FRENCH DOOR
B	3'-0" X 6'-8"	FIBERGLASS DOOR
C	2'-8" X 6'-8"	SOLID CORE - WOOD
D	2'-8" X 6'-8"	POCKET DOOR - SOLID CORE - WOOD
E	5'-0" X 6'-8"	BIFOLD - SOLID CORE - WOOD

- ALL exterior doors including garage doors to withstand pressures stated in permit information box on these plans.
- verify all masonry/rough opening sizes prior to ordering windows.
- See product approval chart on these plans for exterior door manufacturer information (including garage door)
- Provide one exit door (swing type) that is 3'-0" wide minimum and one emergency escape door (not shuttered). If escape door has glazing then it must be impact resistant and shall NOT be thru garage. This may be the same door if it meets both criteria listed above.

WALL SYMBOL LEGEND

= CBS walls - Fill cells solid with concrete and (1) #5 bar vert. at 32" o.c. for walls up to 10'-0"* high. Space 32" o.c. for walls up to 15'-0"* For walls over 10'-0" a special inspection is required by any licensed structural engineer to review and approve the vert. steel installation in the footings, in the wall cavity and into beam.

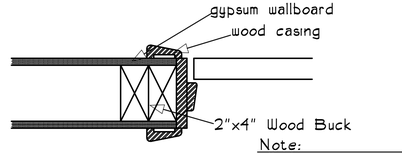
= 2" x 4" non-bearing stud walls - see sections. Insulate with R-11 batts at bathrooms & between A/C and Non-A/C spaces

Square Footage Breakdown

Total A/C Space =	909 sq. ft.
Covered Porch Total =	142 sq. ft.
Under Roof Total =	1,051 sq. ft.

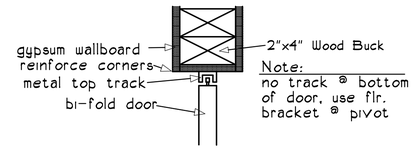
Column Schedule

Mark	Size and Description
C-1	4" x 4" PT wood post



Typical Interior Door Detail

NTS



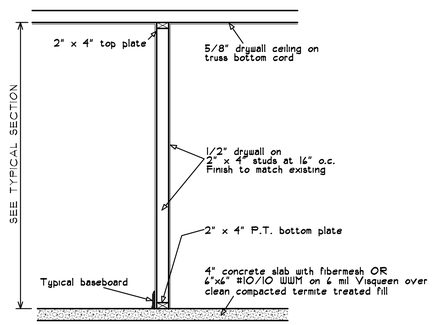
Typical Bi-Fold Door Detail

NTS



Typical Pocket Door Detail

NTS



Interior Non-Bearing Partition

Scale: 1/2" = 1'-0"

FLOOR PLAN

SCALE 1/4" = 1'-0"

TYPICAL NOTES:

1. Contractor to verify ALL notes and dimensions prior to proceeding with work
2. Contractor to STRICTLY enforce ALL OSHA Requirements.
3. ALL Lumber to be used as Beam, Rafters, etc... to have a min. 1,500 psi fiber bending stress.
4. No dissimilar metals to touch.
5. Drywall at ceilings shall be leveled and attached to bottom chord of trusses with screws per FBC R702.3.5.
6. ALL wood in contact with concrete shall be pressure treated.
7. ALL wall dimensions are nominal and not finished wall or stud dimensions.
8. ALL plumbing fixtures to be low flow.
9. Lowest finished floor to be set by others - Surveyor to set in field.
10. Separation between residence and garage shall be per FBC R302.6
11. Door between garage and residence shall be 1-3/4"t 20 min. rated door
12. Wall and Ceiling shall have a flame-spread classification of not greater than 200 per FBC R302.9.1
13. Wall and ceiling finishes shall have a smoke-developed index of not greater than 450 per FBC R302.9.2
14. All exposed attic insulation materials installed on attic floors shall have a critical radiant flux not less than 0.12 watt per square centimeter. Exposed foam plastic insulation materials exposed on the underside of the roof deck or on the attic walls shall comply with F.B.C. R314 - see permit info box of code edition
15. Gypsum board material shall conform to ASTM C36, C79, C475, C514, C630, C931 C960, C1002, C1047,C1177, C1178, C1278, C1395, or C1396 and shall be installed according to the following: (FBC R702.3.5) See table below for attachment
16. ALL ceramic tile surfaces installed shall conform to ASTM A108.1 thru A108.6, A108.1, A118.1, A118.3, A136.1 and A137.1
17. Cement, fiber-cement or glass mat gypsum backers in accordance with ASTM C1288, C1325, OR C1178 and installed I.A.W. manufacturers recommendations shall be used as backer for the wall tile in tub areas and wall panels in shower areas.
18. Insulation including facings such as retarders or vapor permeable members installed within floor-ceiling assemblies, roof-ceiling assemblies, wall, crawl spaces and attics shall have a flame spread index not to exceed 25 with an accompanying smoke developed index not to exceed 450 when tested in accordance with ASTM E 84. Insulation shall comply with F.B.C. R316.

Drywall Attachment Table FBC R702.3.5

Drywall Thickness	Location	Orientation	Framing Member Spacing Maximum	Max. spacing of fasteners		Nail sizing options for installation of drywall into wood framing members 2" x min. thickness
				Nails	Screws	
1/2"	Ceiling	Perpendicular	24"	7"	12"	13ga 1 3/8" long with 19/64" head OR 0.098" diameter x 1 1/4" long annular-ringed or 5d cooler nail OR 0.080" dia. x 1 5/8" long with 15/64" head OR Gypsum board nail 0.086" dia. x 1 5/8" with 9/32" head.
	Walls	Either Direction	16"	8"	16"	
5/8"	Ceiling	Perpendicular	24"	7"	12"	13ga 1 5/8" long with 19/64" head OR 0.098" diameter x 1 3/8" long annular-ringed or 6d cooler nail OR 0.092" dia. x 1 7/8" long with 1/4" head OR Gypsum board nail 0.0915" dia. x 1 7/8" with 19/64" head.
	Walls	Either Direction	16"	8"	16"	

(W.H.) = Water Heater in pan where required with drain per FBC Plumbing

Revisions :

Date Drawn: 7-21-21
Drawn by: D.R.B. N.T.C.
Checked by: D.R.B.

Accessory Building

Mr. & Mrs. Leonard

Address: 431 SE LAKE STREET, STUART FL

Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
411 S.E. COCONUT AVENUE
Tel : (772) 287-8258
Fax : (772) 287-8283
Website: www.bradenarchitects.com
Stuart, FL 34996 #AA0000332

B

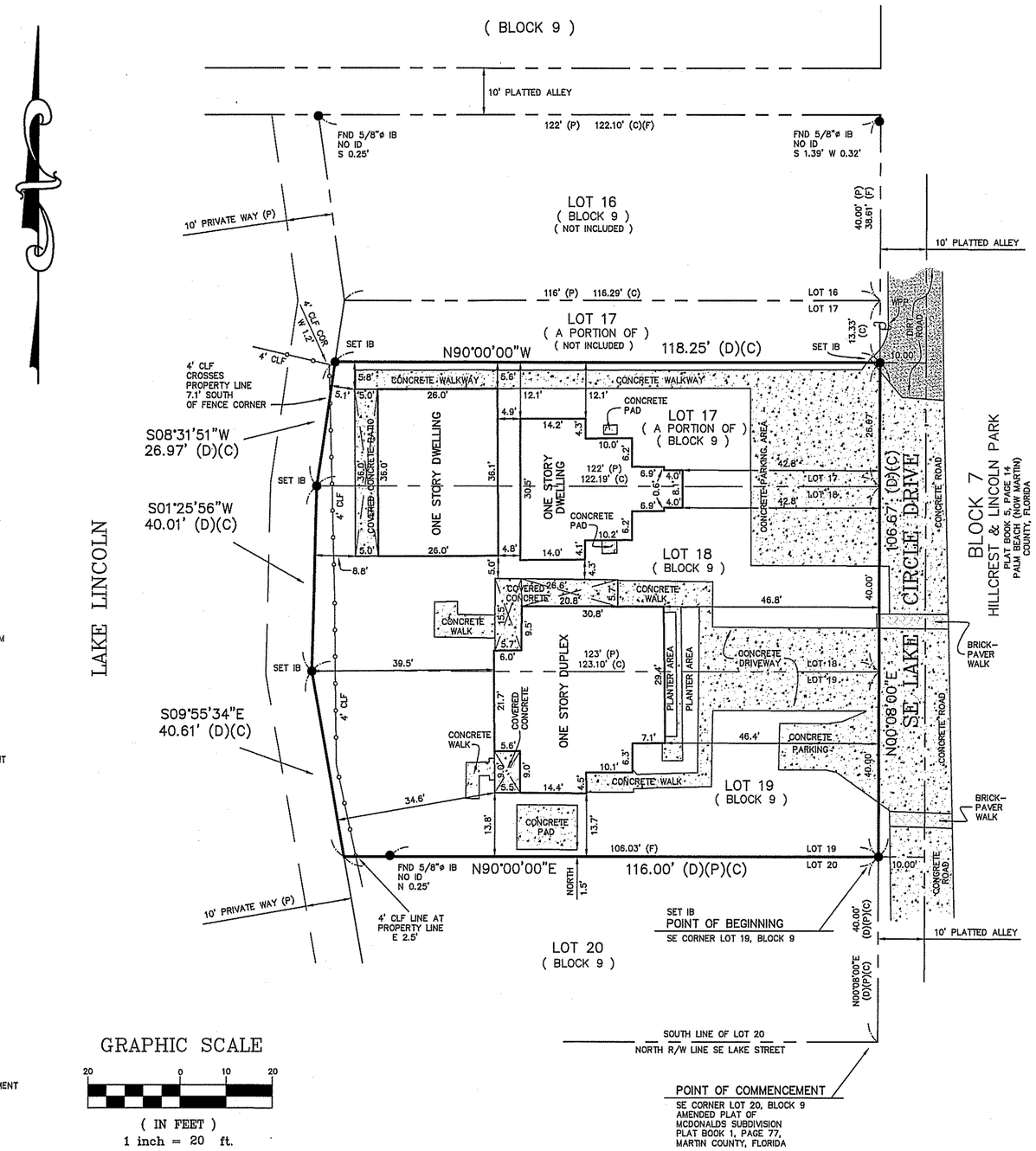
SHEET NO: 2. OF 6.

JOB NUMBER: 21-30

STATE OF FLORIDA
DANIEL R. BRADEN
AR 9770
REGISTERED ARCHITECT

LEGEND:

AC	ACRE
A/C	AIR CONDITIONER
ALUM	ALUMINUM
ANC	ANCHOR
APPROX	APPROXIMATE
AVE	AVENUE
BRG	BEARING
BLK	BLOCK
BLVD	BOULEVARD
BLDG	BUILDING
BM	BENCHMARK
CATV	CABLE TELEVISION BOX
C	CALCULATED
CB	CATCH BASIN
△	CENTRAL ANGLE
CLF	CHAINLINK FENCE
CHD	CHORD
CONC	CONCRETE
CBS	CONC. BLOCK STRUCTURE
CM	CONCRETE MONUMENT
CNR	COULD NOT READ
CPP	CONCRETE POWER POLE
COR	CORNER
COV	COVERED
CMP	CORRUGATED METAL PIPE
CVG	CONCRETE VALLEY GUTTER
D	DEED
D/F	DRAINFIELD
DE	DRAINAGE EASEMENT
~~	DRAINAGE FLOW
ESMT	EASEMENT
EOC	EDGE OF CONCRETE
EOP	EDGE OF PAVEMENT
EOW	EDGE OF WATER
EM	ELECTRIC METER
ES	ELECTRIC SERVICE
ELEV	ELEVATION
EQUIP	EQUIPEMENT
X 17.00	EXISTING ELEVATION
FT	FEET
F	FIELD MEASUREMENT
FNC	FENCE
FFE	FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FPL	FLORIDA POWER & LIGHT
FND	FOUND
GOVT	GOVERNMENT
HSE	HOUSE
I & E	INGRESS & EGRESS EASEMENT
INV	INVERT
IB	IRON BAR
IP	IRON PIPE
IB & C	IRON BAR & CAP
IP & C	IRON PIPE & CAP
L	ARC LENGTH
LE	LANDSCAPE EASEMENT
LB	LICENSED BUSINESS NUMBER
LP	LIGHT POLE
M & W	MAG NAIL & WASHER
MAG	MAG NAIL
ME	MAINTENANCE EASEMENT
MH	MANHOLE
MHWL	MEAN HIGH WATER LINE
M/F	METAL FENCE
N & TT	NAIL & TIN TAB
N & W	NAIL & WASHER
NAVD	NORTH AMERICAN VERTICAL DATUM
NO ID	NO IDENTIFICATION
NTS	NOT TO SCALE
NAD	NORTH AMERICAN DATUM
ORB	OFFICIAL RECORD BOOK
O/S	OFFSET
OH	OVERHANG
OHW	OVERHEAD WIRE
PG	PAGE
PK	PARKER-KALON NAIL
PK & TT	PARKER-KALON NAIL & TIN TAB
PK & W	PARKER-KALON NAIL & WASHER
PVMT	PAVEMENT
PRM	PERMANENT REFERENCE MONUMENT
P	PLAT
PB	PLATBOOK
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POE	POINT OF ENCROACHMENT
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
PP	POWER POLE
PUE	PRIVATE UTILITY EASEMENT
PLS	PROFESSIONAL LAND SURVEYOR
PL	PROPERTY LINE
PROP	PROPOSED
∘ 17.00	PROPOSED ELEVATION
PRO	PRORATED
R	RADIUS
RAD	RADIAL
RRS	RAILROAD SPIKE
RNG	RANGE
RLS	REGISTERED LAND SURVEYOR
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
SS	SANITARY SEWER
SECT	SECTION
SET IB	SET 5/8 IRON BAR & CAP #4049
SET MAG	SET MAG NAIL & WASHER #4049
S/T	SEPTIC TANK
S/W	SIDEWALK
SBT	SOUTHERN BELL TELEPHONE BOX
S/F	SQUARE FEET
S/D	SUBDIVISION
T	TANGENT
TCE	TEMPORARY CONSTRUCTION EASEMENT
TOB	TOP OF BANK
TOE	TOE OF SLOPE
TWP	TOWNSHIP
TRANS	TRANSFORMER
TYP	TYPICAL
UDE	UTILITY & DRAINAGE EASEMENT
UE	UTILITY EASEMENT
V/F	VINYL FENCE
W/F	WOOD FENCE
WM	WATER METER
WV	WATER VALVE
WPP	WOOD POWER POLE
ø	DIAMETER
△	SURVEY WORK POINT

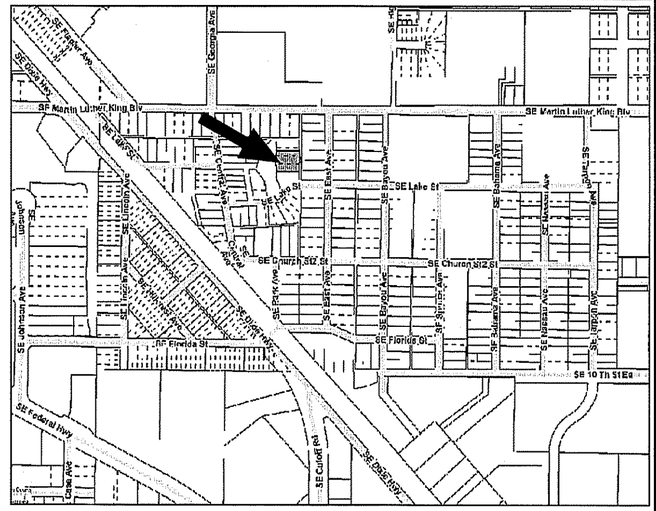


GRAPHIC SCALE

20 0 10 20

(IN FEET)

1 inch = 20 ft.



LOCATION MAP

LEGAL DESCRIPTION

ALL OF LOTS 18 AND 19, AND A PORTION OF LOT 17, BLOCK 9, OF THE AMENDED PLAT OF MCDONALDS SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 77, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 20, BLOCK 9, OF THE AMENDED PLAT OF MCDONALDS SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 77, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, THENCE NORTH 00°08'00" EAST, FOR A DISTANCE OF 40.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 19, BLOCK 9, AND THE POINT OF BEGINNING OF SAID PARCEL;

THENCE NORTH 00°08'00" EAST, ALONG THE EAST LINE OF SAID LOTS, FOR A DISTANCE OF 106.67 FEET; THENCE, DEPARTING SAID EAST LINE, NORTH 90°00'00" WEST, FOR A DISTANCE OF 118.25 FEET; THENCE SOUTH 08°31'51" WEST, FOR A DISTANCE OF 26.97 FEET; THENCE SOUTH 01°25'56" WEST, FOR A DISTANCE OF 40.01 FEET; THENCE SOUTH 09°55'34" EAST, FOR A DISTANCE OF 40.61 FEET, TO THE SOUTHERLY LINE OF SAID LOT 19; THENCE NORTH 90°00'00" EAST, ALONG SAID SOUTHERLY LINE OF LOT 19, FOR A DISTANCE OF 116.00 FEET, TO THE SOUTHEAST CORNER OF LOT 19, AND THE POINT OF BEGINNING OF SAID PARCEL.

DESCRIBED PARCED CONTAINING 12,893.86 SQUARE FEET, 0.296 ACRES, +/-.

TOTAL LOT IMPERVIOS : 6467 S/F : 50%

1. *PROPERTY ADDRESS: 433 SE LAKE CIRCLE DRIVE*

2. *CERTIFIED TO:*
   –LEWIS LEONARD

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

STEPHEN J. BROWN, INC.

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4049, STATE OF FLORIDA

Date of Original Field Survey:
12/18/2025

NOTES:

1. *Survey of description as furnished by Client.*
2. *Lands shown hereon were not abstracted for easements and/or rights–of–way of record.*
3. *All bearings are referenced to the North Line of subject property, deeded as North 90°00'00" West, with all others being relative thereto.*
4. *Elevations shown hereon are relative to North American Vertical Datum of 1988, and are based on benchmark "MLK–GA", ELEV = 9.74'.*
5. *There are no above ground encroachments, unless otherwise shown.*
6. *The National Flood Insurance Program designation as indicated on the F.E.M.A. Map No. 12085C0153H, dated 02/19/2020, locates the parcel in Zone X, base flood elevation N/A feet; subject to any scaling and interpolation factors associated with mapping of this accuracy. This data is an interpretation by the surveyor and is provided as a courtesy. The flood zone(s) should be verified by a determination agency.*
7. *Underground foundations & utilities not located unless shown.*
8. *The expected use of the survey and map is for Residential Purposes.*
9. *All measurements are in accordance with the United States standard, in feet.*
10. *Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.*

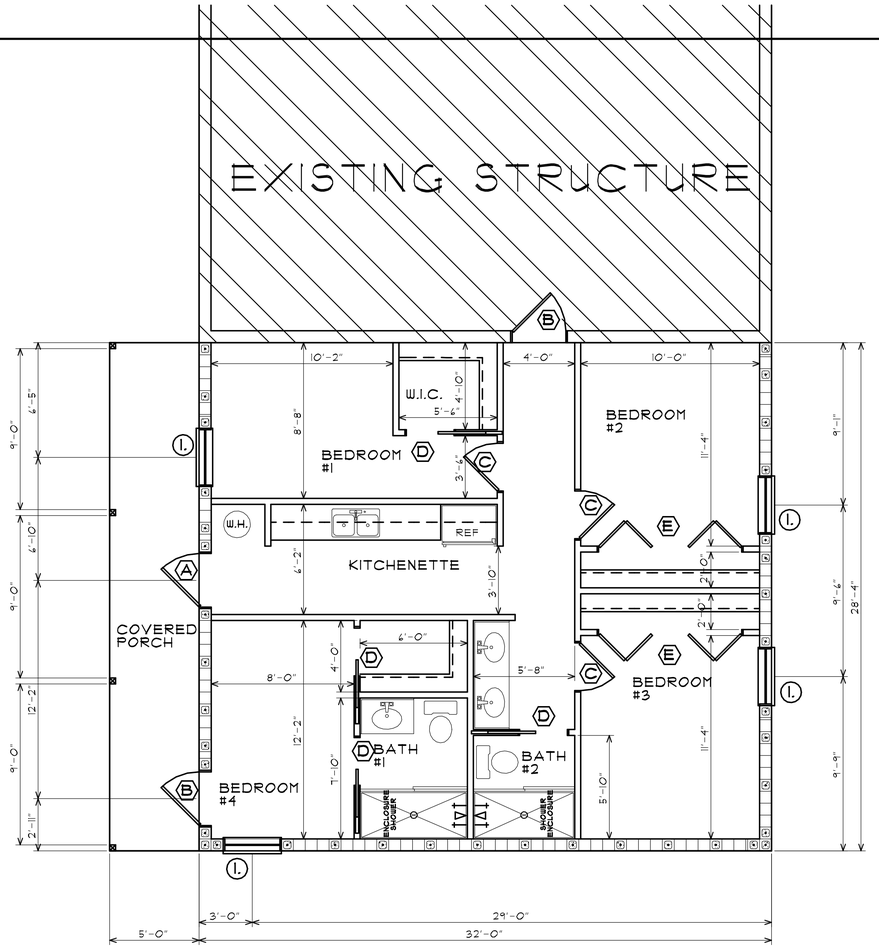
REVISIONS	BY

PREPARED FOR: LEONARD

BOUNDARY SURVEY

STEPHEN J. BROWN, INC.
SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS
LICENSED BUSINESS NUMBER: 6484
619 EAST 5TH STREET; STUART, FLORIDA 34994 EMAIL: STEVE@SJBSTUART.COM PHONE: (772)-288-7176

DRAWN	S.J.B.
CHECKED	S.J.B.
DATE	01/07/2026
SCALE	1" = 20'
JOB NO.	8042–01–01
SHEET	ONE
OF ONE	SHEETS



Window Schedule

Mark	Size	Window Description
1.	3'-1" x 5'-3"	SINGLE HUNG - IMPACT

- ALL Windows to be white ESP aluminum windows with tint. Provide muntin's and structural mullions per elevations. See product approval chart for window manufacturer information.
- ALL windows to withstand Pressures stated in Permit Information Box on these plans.
- ALL windows in bathrooms to be tempered
- ALL windows within 18" of finished floor to be tempered unless impact rated.
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Door Schedule

Mark	Size	Door Description
A	3'-0" X 6'-8"	FRENCH DOOR
B	3'-0" X 6'-8"	FIBERGLASS DOOR
C	2'-8" X 6'-8"	SOLID CORE - WOOD
D	2'-8" X 6'-8"	POCKET DOOR - SOLID CORE - WOOD
E	5'-0" X 6'-8"	BIFOLD - SOLID CORE - WOOD

- ALL exterior doors including garage doors to withstand pressures stated in permit information box on these plans.
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- See product approval chart on these plans for exterior door manufacturer information (including garage door)
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WALL SYMBOL LEGEND

= CBS walls - Fill cells solid with concrete and (1) #5 bar vert. at 32" o.c. for walls up to 10'-0"* high. Space 32" o.c. for walls up to 15'-0"* For walls over 10'-0" a special inspection is required by any licensed structural engineer to review and approve the vert. steel installation in the footings, in the wall cavity and into beam.

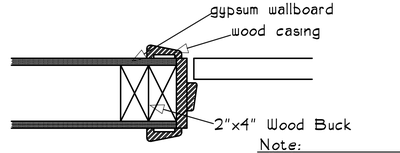
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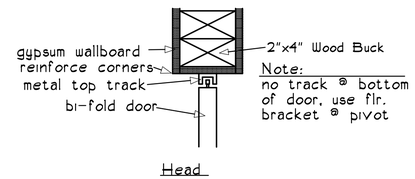
Column Schedule

Mark	Size and Description
C-1	4" x 4" PT wood post



Typical Interior Door Detail

NTS



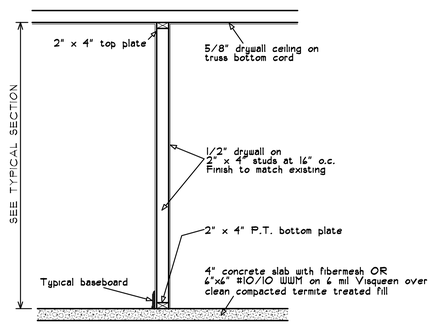
Typical Bi-Fold Door Detail

NTS



Typical Pocket Door Detail

NTS



Interior Non-Bearing Partition

Scale: 1/2" = 1'-0"

FLOOR PLAN

SCALE 1/4" = 1'-0"

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18. Insulation including facings such as retarders or vapor permeable members installed within floor-ceiling assemblies, roof-ceiling assemblies, wall, crawl spaces and attics shall have a flame spread index not to exceed 25 with an accompanying smoke developed index not to exceed 450 when tested in accordance with ASTM E 84. Insulation shall comply with F.B.C. R316.

Drywall Attachment Table FBC R702.3.5

Drywall Thickness	Location	Orientation	Framing Member Spacing Maximum	Max. spacing of fasteners		Nail sizing options for installation of drywall into wood framing members 2" x min. thickness
				Nails	Screws	
1/2"	Ceiling	Perpendicular	24"	7"	12"	13ga 1 3/8" long with 19/64" head OR 0.098" diameter x 1 1/4" long annular-ringed or 5d cooler nail OR 0.080" dia. x 1 5/8" long with 15/64" head OR Gypsum board nail 0.086" dia. x 1 5/8" with 9/32" head.
	Walls	Either Direction	16"	8"	16"	
5/8"	Ceiling	Perpendicular	24"	7"	12"	13ga 1 5/8" long with 19/64" head OR 0.098" diameter x 1 3/8" long annular-ringed or 6d cooler nail OR 0.092" dia. x 1 7/8" long with 1/4" head OR Gypsum board nail 0.0915" dia. x 1 7/8" with 19/64" head.
	Walls	Either Direction	16"	8"	16"	

(W.H.) = Water Heater in pan where required with drain per FBC Plumbing

Revisions :

Date Drawn: 7-21-21
Drawn by: D.R.B. N.T.C.
Checked by: D.R.B.

Accessory Building

Mr. & Mrs. Leonard

Address: 431 SE LAKE STREET, STUART FL

Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
411 S.E. COCONUT AVENUE
Tel : (772) 287-8258
Fax : (772) 287-8283
Website: www.bradenarchitects.com
Stuart, FL 34996 #AAC0000332

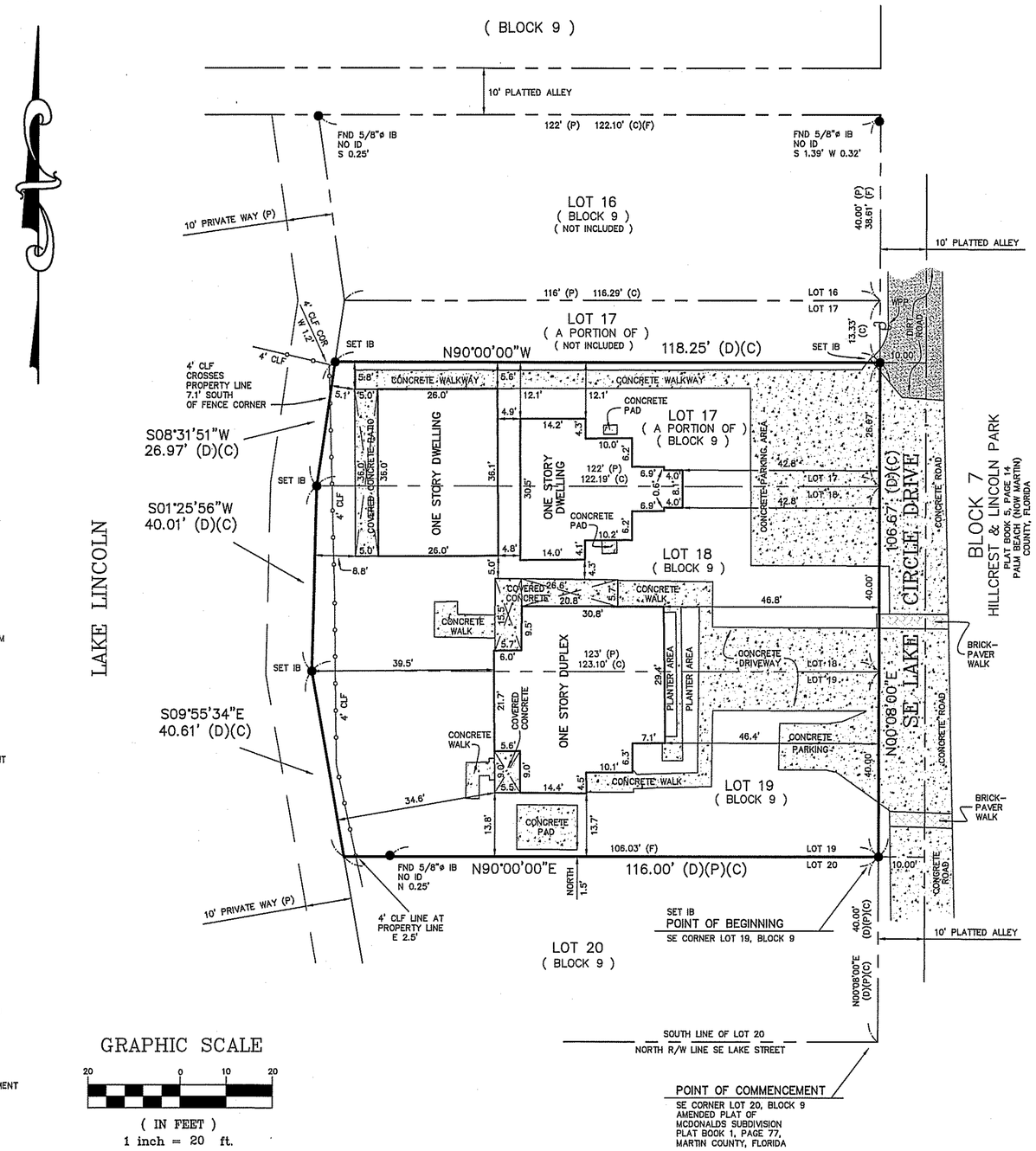
SHEET NO: 2. OF 6.

JOB NUMBER: 21-30

STATE OF FLORIDA
DANIEL R. BRADEN
AR 9770
REGISTERED ARCHITECT

LEGEND:

AC	ACRE
A/C	AIR CONDITIONER
ALUM	ALUMINUM
ANC	ANCHOR
APPROX	APPROXIMATE
AVE	AVENUE
BRG	BEARING
BLK	BLOCK
BLVD	BOULEVARD
BLDG	BUILDING
BM	BENCHMARK
CATV	CABLE TELEVISION BOX
C	CALCULATED
CB	CATCH BASIN
△	CENTRAL ANGLE
CLF	CHAINLINK FENCE
CHD	CHORD
CONC	CONCRETE
CBS	CONC. BLOCK STRUCTURE
CM	CONCRETE MONUMENT
CNR	COULD NOT READ
CPP	CONCRETE POWER POLE
COR	CORNER
COV	COVERED
CMP	CORRUGATED METAL PIPE
CVG	CONCRETE VALLEY GUTTER
D	DEED
D/F	DRAINFIELD
DE	DRAINAGE EASEMENT
~~	DRAINAGE FLOW
ESMT	EASEMENT
EOC	EDGE OF CONCRETE
EOP	EDGE OF PAVEMENT
EOW	EDGE OF WATER
EM	ELECTRIC METER
ES	ELECTRIC SERVICE
ELEV	ELEVATION
EQUIP	EQUIPEMENT
X 17.00	EXISTING ELEVATION
FT	FEET
F	FIELD MEASUREMENT
FNC	FENCE
FFE	FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FPL	FLORIDA POWER & LIGHT
FND	FOUND
GOVT	GOVERNMENT
HSE	HOUSE
I & E	INGRESS & EGRESS EASEMENT
INV	INVERT
IB	IRON BAR
IP	IRON PIPE
IB & C	IRON BAR & CAP
IP & C	IRON PIPE & CAP
L	ARC LENGTH
LE	LANDSCAPE EASEMENT
LB	LICENSED BUSINESS NUMBER
LP	LIGHT POLE
M & W	MAG NAIL & WASHER
MAG	MAG NAIL
ME	MAINTENANCE EASEMENT
MH	MANHOLE
MHWL	MEAN HIGH WATER LINE
M/F	METAL FENCE
N & TT	NAIL & TIN TAB
N & W	NAIL & WASHER
NAVD	NORTH AMERICAN VERTICAL DATUM
NO ID	NO IDENTIFICATION
NTS	NOT TO SCALE
NAD	NORTH AMERICAN DATUM
ORB	OFFICIAL RECORD BOOK
O/S	OFFSET
OH	OVERHANG
OHW	OVERHEAD WIRE
PG	PAGE
PK	PARKER-KALON NAIL
PK & TT	PARKER-KALON NAIL & TIN TAB
PK & W	PARKER-KALON NAIL & WASHER
PVMT	PAVEMENT
PRM	PERMANENT REFERENCE MONUMENT
P	PLAT
PB	PLATBOOK
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POE	POINT OF ENCROACHMENT
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
PP	POWER POLE
PUE	PRIVATE UTILITY EASEMENT
PLS	PROFESSIONAL LAND SURVEYOR
PL	PROPERTY LINE
PROP	PROPOSED
∘ 17.00	PROPOSED ELEVATION
PRO	PRORATED
R	RADIUS
RAD	RADIAL
RRS	RAILROAD SPIKE
RNG	RANGE
RLS	REGISTERED LAND SURVEYOR
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
SS	SANITARY SEWER
SECT	SECTION
SET IB	SET 5/8 IRON BAR & CAP #4049
SET MAG	SET MAG NAIL & WASHER #4049
S/T	SEPTIC TANK
S/W	SIDEWALK
SBT	SOUTHERN BELL TELEPHONE BOX
S/F	SQUARE FEET
S/D	SUBDIVISION
T	TANGENT
TCE	TEMPORARY CONSTRUCTION EASEMENT
TOB	TOP OF BANK
TOE	TOE OF SLOPE
TWP	TOWNSHIP
TRANS	TRANSFORMER
TYP	TYPICAL
UDE	UTILITY & DRAINAGE EASEMENT
UE	UTILITY EASEMENT
V/F	VINYL FENCE
W/F	WOOD FENCE
WM	WATER METER
WV	WATER VALVE
WPP	WOOD POWER POLE
ø	DIAMETER
△	SURVEY WORK POINT

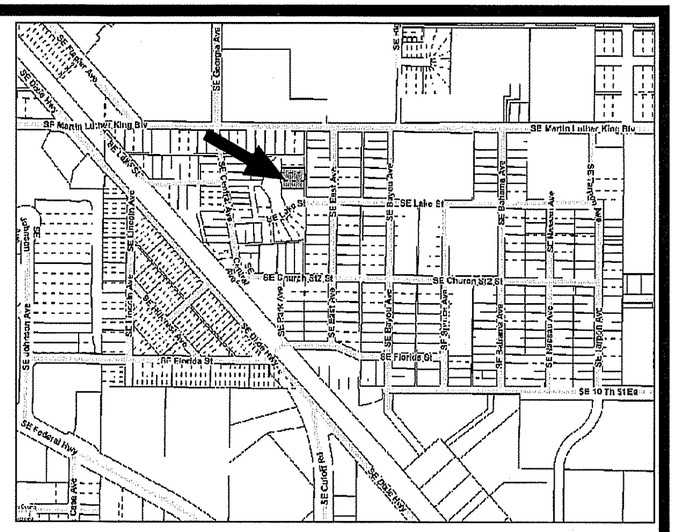


GRAPHIC SCALE

20 0 10 20

(IN FEET)

1 inch = 20 ft.



LOCATION MAP

LEGAL DESCRIPTION

ALL OF LOTS 18 AND 19, AND A PORTION OF LOT 17, BLOCK 9, OF THE AMENDED PLAT OF MCDONALDS SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 77, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 20, BLOCK 9, OF THE AMENDED PLAT OF MCDONALDS SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 77, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, THENCE NORTH 00°08'00" EAST, FOR A DISTANCE OF 40.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 19, BLOCK 9, AND THE POINT OF BEGINNING OF SAID PARCEL;

THENCE NORTH 00°08'00" EAST, ALONG THE EAST LINE OF SAID LOTS, FOR A DISTANCE OF 106.67 FEET; THENCE, DEPARTING SAID EAST LINE, NORTH 90°00'00" WEST, FOR A DISTANCE OF 118.25 FEET; THENCE SOUTH 08°31'51" WEST, FOR A DISTANCE OF 26.97 FEET; THENCE SOUTH 01°25'56" WEST, FOR A DISTANCE OF 40.01 FEET; THENCE SOUTH 09°55'34" EAST, FOR A DISTANCE OF 40.61 FEET, TO THE SOUTHERLY LINE OF SAID LOT 19; THENCE NORTH 90°00'00" EAST, ALONG SAID SOUTHERLY LINE OF LOT 19, FOR A DISTANCE OF 116.00 FEET, TO THE SOUTHEAST CORNER OF LOT 19, AND THE POINT OF BEGINNING OF SAID PARCEL.

DESCRIBED PARCED CONTAINING 12,893.86 SQUARE FEET, 0.296 ACRES, +/-.

TOTAL LOT IMPERVIOS : 6467 S/F : 50%

1. *PROPERTY ADDRESS: 433 SE LAKE CIRCLE DRIVE*

2. *CERTIFIED TO:*
   –LEWIS LEONARD

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

STEPHEN J. BROWN, INC.

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4049, STATE OF FLORIDA

Date of Original Field Survey:
12/18/2025

NOTES:

1. *Survey of description as furnished by Client.*
2. *Lands shown hereon were not abstracted for easements and/or rights–of–way of record.*
3. *All bearings are referenced to the North Line of subject property, deeded as North 90°00'00" West, with all others being relative thereto.*
4. *Elevations shown hereon are relative to North American Vertical Datum of 1988, and are based on benchmark "MLK–GA", ELEV = 9.74'.*
5. *There are no above ground encroachments, unless otherwise shown.*
6. *The National Flood Insurance Program designation as indicated on the F.E.M.A. Map No. 12085C0153H, dated 02/19/2020, locates the parcel in Zone X, base flood elevation N/A feet; subject to any scaling and interpolation factors associated with mapping of this accuracy. This data is an interpretation by the surveyor and is provided as a courtesy. The flood zone(s) should be verified by a determination agency.*
7. *Underground foundations & utilities not located unless shown.*
8. *The expected use of the survey and map is for Residential Purposes.*
9. *All measurements are in accordance with the United States standard, in feet.*
10. *Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.*

REVISIONS	BY

PREPARED FOR: LEONARD

BOUNDARY SURVEY

STEPHEN J. BROWN, INC.
LICENSED BUSINESS NUMBER: 6484
SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS
619 EAST 5TH STREET; STUART, FLORIDA 34994 EMAIL: STEVE@SJBSTUART.COM PHONE: (772)-288-7176

DRAWN	S.J.B.
CHECKED	S.J.B.
DATE	01/07/2026
SCALE	1" = 20'
JOB NO.	8042-01-01
SHEET	ONE
OF ONE	SHEETS

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 3/23/2026 **Prepared by:** Lee Baggett, Ruth Holmes

Title of Item:
FIRST AMENDMENT TO FUNDING AGMT. WITH MARTIN COUNTY RE: HANEY CREEK (RC):

RESOLUTION No. 20-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE FIRST AMENDMENT TO THE 2011 FUNDING AGREEMENT WITH MARTIN COUNTY THAT AUTHORIZED THE PURCHASE OF 51.4 ACRES OF REAL PROPERTY KNOWN AS THE HANEY CREEK WATERSHED PRESERVE, WHICH WILL RESCIND THE CARVE-OUT OF THE 1.97 ACRE COMMERCIAL PORTION OF THE PROPERTY ALLOWING THE 1.97 ACRES TO BE USED FOR CONSERVATION PURPOSES ALONG WITH THE ADJOINING HANEY CREEK WATERSHED PRESERVE; PROVIDING FOR AN EFFECTIVE DATE; FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
In 2011, the City and Martin County (the “County”) entered into a Funding Agreement to co-purchase approximately 51.4 acres of property for conservation and recreation within the City limits and in accordance with County Ordinance 711(the “Haney Creek Preserve”).

On November 8, 2011, a majority of voters approved a City referendum directing the City to carve-out approximately 2 acres of the Haney Creek Preserve located on U.S. Highway 1 for commercial purposes to generate revenue for the improvement, maintenance and management of the remainder of the Haney Creek Preserve (the “Carve-Out Parcel”).

Since 2011, the City has paid for all improvements, maintenance and management of the Haney Creek Preserve from its general fund, and to date, the City has not found any acceptable commercial use for the Carve-out Parcel.

Both the City and the County desire to abandon the City’s covenant to use the Carve-out Parcel for commercial purposes in favor of combining the Carve-out Parcel with the rest of the Haney Creek Preserve to be used for conservation purposes in accordance with its Future Land Use Map and Zoning, subject to approval by the County and approved referendum by the City in the upcoming August 18, 2026 election day.

In order to change the use of the Carve-Out Parcel from commercial to conservation and eliminate the requirement that its commercial revenue be used for perpetual maintenance for the Haney Creek Preserve, the 2011 Funding Agreement between the City and Martin County must be amended to reflect the parties’ desires. The First Amendment to the 2011 Funding Agreement will be conditional upon the referendum.

Funding Source:
N/A

Recommended Action:
Move to approve Resolution 20-2026.

ATTACHMENTS:

1. R20-2026- Haney Creek ILA
2. Interlocal Funding Agreement 2011 with exhibits
3. Map
4. Haney Creek First Amendment Funding Agreement Clean 3-11-26
5. 54-2011

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 20-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE FIRST AMENDMENT TO THE 2011 FUNDING AGREEMENT WITH MARTIN COUNTY THAT AUTHORIZED THE PURCHASE OF 51.4 ACRES OF REAL PROPERTY KNOWN AS THE HANEY CREEK WATERSHED PRESERVE, WHICH WILL RESCIND THE CARVE-OUT OF THE 1.97 ACRE COMMERCIAL PORTION OF THE PROPERTY ALLOWING THE 1.97 ACRES TO BE USED FOR CONSERVATION PURPOSES ALONG WITH THE ADJOINING HANEY CREEK WATERSHED PRESERVE; PROVIDING FOR AN EFFECTIVE DATE; FOR OTHER PURPOSES.

* * * * * * *

WHEREAS, in 2011, the City and Martin County (the "County") entered into a Funding Agreement to co-purchase approximately 51.4 acres of property for conservation and recreation within the City limits and in accordance with County Ordinance 711(the "Haney Creek Preserve"), the 2011 Funding Agreement is attached hereto as Exhibit "A"; and

WHEREAS, on November 8, 2011, a majority of voters approved a City referendum directing the City to carve-out approximately 2 acres of the Haney Creek Preserve located on U.S. Highway 1 for commercial purposes to generate revenue for the improvement, maintenance and management of the remainder of the Haney Creek Preserve (the "Carve-Out Parcel"), a map depicting Haney Creek Preserve and the Carve-Out Parcel is attached hereto as Exhibit "B"; and

WHEREAS, since 2011, the City has paid for all improvements, maintenance and management of the Haney Creek Preserve from its general fund, and to date, the City has not found any acceptable commercial use for the Carve-out Parcel; and

WHEREAS, both the City and the County desire to abandon the City's covenant to use the Carve-out Parcel for commercial purposes in favor of combining the Carve-out Parcel with the rest of the Haney Creek Preserve to be used for conservation purposes in accordance with its Future Land Use Map and Zoning, subject to approval by the County and approved referendum by the City in the upcoming August 18, 2026 Election Day; and

WHEREAS, in order to change the use of the Carve-Out Parcel from commercial to conservation and eliminate the requirement that its commercial revenue be used for perpetual maintenance for the Haney Creek Preserve, the 2011 Funding Agreement between the City and Martin County must be amended to reflect the parties' desires.

NOT THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

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

SECTION 2: The City Commission hereby approves the First Amendment to the Funding Agreement with Martin County; a draft of the First Amendment to the Funding Agreement is attached hereto as Exhibit "C."

SECTION 3: The final First Amendment to the Funding Agreement with Martin County shall be signed by the Mayor, or his designee and then be provided to the County for their consideration and execution.

SECTION 4: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
CHRISTOPHER COLLINS, MAYOR				
SEAN REED, VICE MAYOR				
EULA R. CLARKE, COMMISSIONER				
LAURA GIOBBI, COMMISSIONER				
CAMPBELL RICH, COMMISSIONER				

ADOPTED this ___ day of _____, 2026.

ATTEST:

_____	_____
MARY R. KINDEL, MMC	CHRISTOPHER COLLINS
CITY CLERK	MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

FUNDING AGREEMENT
BETWEEN
THE CITY OF STUART
AND
MARTIN COUNTY
(HANEY CREEK)

THIS AGREEMENT (the "Agreement") is made and entered into as of this 14th day of June, 2011, by and between **the City of Stuart, a municipal corporation of the State of Florida (the "City")** and **Martin County, a political subdivision of the State of Florida (the "County").**

BACKGROUND AND OBJECTIVES

WHEREAS, the City is a municipal corporation of the State of Florida and is authorized by the Florida Interlocal Cooperation Act of 1969, as amended, to enter into agreements with the County for the purposes set forth herein; and

WHEREAS, the County is a political subdivision of the State of Florida and is authorized by the Florida Interlocal Cooperation Act of 1969, as amended, to enter into agreements with the City for the purposes set forth herein; and

WHEREAS, effective as of May 6, 2011, the City, as Buyer, and **TCoast Holdings, LLC, a Florida limited liability company, as Sellers,** entered into that certain Agreement to Purchase and Sell Real Estate (the "Agreement") for the acquisition of Haney Creek Parcel located within the City of Stuart in Martin County consisting of approximately 51.4 acres more or less, for Three Million Eight Hundred Twenty- Five Dollars ($3,825,000.00), and

WHEREAS, the City has determined, subject to referendum, that it will use two acres, more or less, (located adjacent to US1) (the "Carve-out Parcel") of the 51.4 acres for commercial purposes in order to generate revenue for the improvement, maintenance and management of the remainder of the Haney Creek Parcel and adjoining conservation lands; and

WHEREAS, the City applied to the County Land Acquisition Selection Committee ("LASC") to receive funds from the Martin County Half-Cent Sales Tax, pursuant to Martin County Ordinance No. 711 to acquire environmentally significant land for the purpose of preserving, conserving and restoring the St. Lucie River and to provide connections and wildlife corridors between publicly owned parks and conservation land; and

WHEREAS, on April 12, 2011, the Martin County Board of County Commissioners received and approved the recommendation of the LASC to provide fifty (50%) percent matching funds to partner with the City to fund the purchase of the Haney Creek Parcel; and

WHEREAS, the City further met the requirements of Ordinance 711 by providing fifty percent (50%) matching funds towards the purchase of the Haney Creek Parcel; and

WHEREAS, the City will also convey, at no cost, to the County a fifty percent (50%) interest in a 1.63 acre parcel that is connected to Wright Boulevard (the "Flag Parcel"), which Flag Parcel is contiguous to the Haney Creek Parcel and has previously been improved with a parking lot that will be used to provide public access; and

NOW, THEREFORE, in consideration of these premises and mutual covenants contained herein, the parties agree as follows:

1. COUNTY'S CONTRIBUTION

1.1 The above recitals in the "Background and Objectives" section are true and correct, and incorporated herein.

1.2 The County will provide a contribution to the City for the City's acquisition of 49.4 acres, more or less, (hereinafter described as the Property), as described in Exhibit "A" attached hereto and made a part hereof, in the amount of One Million Eight Hundred Thirty Seven Thousand Five Hundred and 00/100 ($1,837,500.00) and the County will receive a fifty (50%) percent undivided interest in the Parcel.

2. COUNTY CLOSING PROCEDURE

2.1 The City will cooperate with the County in order to receive the Half-Cent Sales Tax funding by providing the following documents to the County for review and approval prior to the Closing set forth in section 2.3 below.

a. A fully executed copy of the Agreement for Purchase and Sale between the City and TCoast Holdings, LLC, a Florida limited liability company.

b. A fully executed copy of this Funding Agreement between the City and Martin County.

c. The proposed closing statement.

d. The proposed Special Warranty Deed from TCoast Holdings, LLC, a Florida limited liability company conveying a fifty percent (50%) undivided interest in the Property to the City of Stuart, and a fifty percent (50%) undivided interest in the Property to Martin County.

e. The proposed Special Warranty Deed, at no consideration, from the City conveying a fifty percent (50%) undivided interest in the Flag Parcel as described in Exhibit "B" attached hereto and made a part hereof to Martin County, at no cost.

f. A survey of the Property prepared to ALTA standards and certified to the City, the County and the Title Insurance Company.

g. A survey of the Flag Parcel prepared to ALTA standards and certified to the City, the County and the Title Insurance Company.

h. A title insurance commitment for the amount of the purchase price, naming the City and County as co-insured with copies of all documents referenced on Schedule B-I and B-II of the commitment for the Property

i. A title insurance commitment for the amount of $344,000.00, naming the City and County as co-insured with copies of all documents referenced on Schedule B-I and B-II of the commitment for the Flag Parcel.

j. An environmental site assessment of the Property and the Flag Parcel, certified to the City and the County, which meets the standards and requirements of ASTM practice E1527, and with a date of certification within 45 days of the date of acquisition of the Property by the City, together with a statement required by Rule 9K-8.021(4), F.A.C.

2.2 At least ten (10) business days prior to the Closing Date, the City shall provide a closing statement and an invoice in the amount of the County's contribution of **One Million, Eight Hundred Thirty Seven Thousand Five Hundred and 00/100 Dollars ($1,837,500.00) or fifty percent (50%) of the purchase price of the Property, whichever is less,** and copies of all documents with respect to the acquisition of the Property as set forth in Section 2.1 above; and specific wiring instructions to the County. The County shall provide the invoiced amount to the account specified by the closing agent at the Closing. If, for any reason, the County has delivered its funds and the Closing does not occur, the funds shall immediately be returned to the County within 1 business day.

2.3 At Closing, the City shall cause the Seller to convey to each of the County and the City an undivided fifty percent (50%) interest in the Property by special warranty deed. The City shall also convey an undivided fifty percent (50%) interest in the Flag Parcel to the County by Special Warranty Deed at no cost. The City shall be responsible, at its expense, with respect to any costs incurred, including but not limited to closings costs, documentary stamps, if any, recording fees, survey, and the title insurance premium. Closing with the County is conditioned upon both the City and the County closing with Seller on the Property.

3. NOTICES

All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be sent by registered or certified, return receipt requested, or facsimile, to the parties as follows:

City: Stuart City Commission
ATTN.: Paul Nicoletti, City Manager & City Attorney

121 SW Flagler Avenue
Stuart, Florida 34994

County: Martin County Board of County Commissioners
ATTN.: Taryn Kryzda, County Administrator
2401 SE Monterey Road
Stuart, Florida 34996

or to such other address as may hereafter be provided by the parties in writing. Notices sent registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt.

4. TERM OF AGREEMENT; EXTENSION; TERMINATION

4.1 This Agreement shall be in effect for an initial term of five (5) years (``Term"), commencing on the date of execution by the last party to sign.

4.2 This Agreement may be extended upon the same terms and conditions by mutual written agreement of both parties.

4.3 This Agreement shall terminate automatically unless the same is extended by mutual written agreement prior to the expiration date of this Agreement. In addition any other provisions which by their terms survive the expiration or termination of this Agreement, sections 7, 8 and 9 survive the expiration or termination of this Agreement.

5. AUTHORITY OF PARTIES TO ENTER INTO AGREEMENT

5.1 The City represents that (1) this Agreement has been duly authorized, executed and delivered by the Mayor of the City of Stuart, and (2) it has the required power and authority to perform this Agreement.

5.2 The County represents that (1) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of Martin County, and (2) it has the required power and authority to perform this Agreement.

6. AVAILABILITY OF FUNDING

This Agreement is subject to the availability of funding by the parties and does not obligate future appropriations for the obligations created herein.

7. TRANSFER OF THE PROPERTY AND DEDICATION/CERTIFICATION.

The County or City shall not sell, transfer or convey any right, title, or interest in the Property or create any lien or encumbrance or otherwise alter or encumber title to the Property without the prior written consent of the City and the County.

8. MANAGEMENT OF ACQUIRED PROPERTY

8.1 The managing agency for the Property shall be the City.

8.2 A management plan with respect to the Property and the Flag Parcel (hereinafter described as the "Site") shall be prepared by the City. The management plan shall provide for all aspects of the improvement, use, management, and operation of the Site, including land uses that are compatible with the restoration goals and purposes, conservation and appropriate public recreational uses where such recreational uses are compatible with conservation requirements. The management plan shall include provisions for passive recreation, such as: (a) conducting limited land clearing for the purpose of constructing such pervious facilities as docks, boardwalks or mulched walking trails; and (b) construction and maintenance of passive public use facilities for the purpose of educating the public or allowing public access and recreation which have minimal or no impact on natural resources; and (c) placing signs and markers as necessary to identify trails, restoration areas, or other site features related to public use and land management activities; and (d) construction and maintenance to the extent allowed by current and future permits, at grade, management roads, fire breaks, trails, walkways, piers, observation platforms or boardwalks necessary to provide public access and management activities as provided for in the site's management plan; and (e) removal or killing by any lawful means, exotic or nuisance vegetation or animal species, conducting prescribed burns and conducting other management activities necessary to carry out management for conservation purposes; and (f) conducting restoration and enhancement projects which do not conflict with the purpose of this Agreement. A management plan with respect to the Site shall not become final until reviewed and approved in writing by the County. Any modification to the management plan with respect to the Site shall also require the approval of the County. The City shall be responsible, at its expense, for the construction, maintenance, and rehabilitation of any facilities or improvements on the Site for conservation, recreation or public access, including those required pursuant to the management plan for the Site. The City shall provide its proposed management plan to the County prior to June 14, 2012. The management plan shall require the City to change the Comprehensive Plan Future Land Use Map designation and zoning district of the Property to the conservation Future Land Use Map designation and the "P- Public Service" zoning district.

8.3 The City agrees that any and all revenue, other than taxes, received by the City from sale, lease or otherwise, from the Carve-out Parcel shall be perpetually and exclusively used for the improvement, use, management and operation of the Site and adjoining conservation parcels (see Exhibit "C"). All such improvement, maintenance, and operation shall comply with Martin County Ordinance 711 (see Exhibit "D"). In the event the revenue exceeds the expenses for the improvement, use, management and operation of the site, then the expenditure of any such surplus revenue shall be subject to the prior agreement of the City and County, which agreement shall not be unreasonably withheld or denied.

8.4 The City shall annually provide the County with an accounting of all revenues received from the Carve-out Parcel and the use of those revenues.

9. DISPUTE RESOLUTION

In the event a dispute arises concerning any provision of this Agreement, which the parties cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial and shall be selected by the parties. The cost of the mediation shall be borne equally by the parties. In the event the parties are unable to resolve their dispute through mediation, they shall have the right to pursue whatever remedies are available at law or in equity.

10. ADDITIONAL PROVISIONS

The provisions in this Agreement, and the obligations of the parties hereto under this Agreement may be modified or amended by mutual written agreement of the parties.

11. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

ATTEST:

Marsha Ewing, Clerk

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida

By_____
Sarah Heard, Vice-Chairman

Approved as to form and correctness:

By:_____
Stephen Fry, County Attorney

ATTEST:

Cheryl White, City Clerk

CITY OF STUART, a municipal corporation of the State of Florida

By:_____
Mayor

Approved as to Form and Correctness:

By:_____
Paul J. Nicoletti, City Attorney

EXHIBIT A

LEGAL DESCRIPTION ("PROPERTY")

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARTIN, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL A:

THE EAST ONE-HALF OF THE WEST ONE-HALF OF THE NORTH ONE-HALF OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, LYING NORTHWESTERLY OF THE RIGHT-OF-WAY OF STATE ROAD 707. (A1A)

AND

THE SOUTH 755 FEET OF THE NORTH ONE-HALF OF GOVERNMENT LOT 3, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, LYING EAST OF STATE ROAD NO. 5. (U.S. HWY 1)

AND

THE WEST ONE-HALF OF THE WEST ONE-HALF OF THE NORTH ONE-HALF OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST; LESS AND EXCEPTING THE RIGHT-OF-WAY FOR STATE ROAD 707. (A1A)

AND

THAT PART OF THE SOUTH ONE-HALF OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, LYING NORTHWESTERLY OF THE RIGHT-OF-WAY OF STATE ROAD 707. (A1A)

AND

THE NORTH 500 FEET OF GOVERNMENT LOT 3, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, LYING EAST OF U.S. HIGHWAY NO. 1 RIGHT-OF-WAY.

AND

BEGINNING AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF GOVERNMENT LOT 2, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST; THENCE RUN SOUTH 1255 FEET TO A CONCRETE MONUMENT SET ON THE SOUTHWEST CORNER OF NORTH 1/2 OF GOVERNMENT LOT 2; THENCE RUN SOUTH 88°55' EAST, A DISTANCE OF 1246.4 FEET TO A CONCRETE MONUMENT SET ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 707; THENCE RUN NORTH 39° 54' EAST, A DISTANCE OF 157.7 FEET TO A CONCRETE MONUMENT SET ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 707; THENCE RUN NORTH 0° 09' WEST, A DISTANCE OF 1129.8 FEET TO A STAKE SET ON THE NORTHEAST CORNER OF GOVERNMENT LOT 2; THENCE RUN NORTH 88° 55' WEST, A DISTANCE OF 1342.6 FEET TO THE POINT OF BEGINNING; BEING THE NORTH 1/2 OF GOVERNMENT LOT 2, LESS RAILWAY AND HIGHWAY RIGHT-OF-WAY.

ALSO THAT PORTION OF THE SOUTH 1/2 OF GOVERNMENT LOT 2, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT, MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE AFORESAID GOVERNMENT LOT 2 AND BEING 1255 FEET SOUTH (TRUE) OF THE NORTHWEST CORNER OF AFORESAID GOVERNMENT LOT 2, RUN SOUTH 88° 55' EAST 1246.4 FEET TO A CONCRETE MONUMENT ON THE WEST RIGHT-OF-WAY OF SAID STATE ROAD 707(A1A); THENCE RUN SOUTH 39° 54' WEST ALONG THE RIGHT-OF-WAY OF SAID STATE ROAD 707, A DISTANCE OF 191.9 FEET TO A CONCRETE MONUMENT; THENCE RUN NORTH 87° 05' WEST, A DISTANCE OF 1122.2 FEET TO A CONCRETE MONUMENT; SAID MONUMENT BEING ON THE WEST LINE OF THE AFORESAID GOVERNMENT LOT 2; THENCE RUN NORTH (TRUE) ALONG THE WEST LINE OF THE AFORESAID GOVERNMENT LOT 2, A DISTANCE OF 118 FEET MORE OR LESS TO THE POINT OF BEGINNING.

AND LESS AND EXCEPTING:

THE RIGHT-OF-WAY OF WRIGHT BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 130, PAGE 274, MARTIN COUNTY, FLORIDA PUBLIC RECORDS, AND THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1.

AND LESS AND EXCEPTING THE FOLLOWING;

START AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST; THENCE RUN NORTH 88° 50' 34" WEST, ALONG THE NORTH LINE OF SECTION 32, A DISTANCE OF 1341.41 FEET TO THE NORTHWEST CORNER OF GOVERNMENT LOT 1 OF SAID SECTION 32; THENCE RUN SOUTH 00° 06' 06" WEST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 846.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE TO RUN SOUTH 00° 06' 06" WEST, A DISTANCE OF 280.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 707; THENCE RUN NORTH 39° 07' 36" EAST ALONG RIGHT-OF-WAY LINE, A DISTANCE OF 355.12 FEET; THENCE RUN NORTH 88° 50' 34" WEST, A DISTANCE OF 223.64 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPTING THE FOLLOWING;

THAT TRIANGULAR PARCEL OF LAND IN GOVERNMENT LOTS 1 AND 2 OF SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, LYING BETWEEN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE F.E.C. RAILROAD AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 707 AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT COUNTY ROAD CROSSING THE F.E.C. RAILROAD AND KNOWN AS ALICE AVENUE.

AND LESS AND EXCEPTING THE FOLLOWING;

THAT CERTAIN PARCEL OF LAND DESCRIBED AS ALL OF GOVERNMENT LOT 2 LYING SOUTHERLY OF A LINE THAT IS 400 FEET NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF WRIGHT BOULEVARD AND WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 707 AND EASTERLY OF A LINE WHICH IS PERPENDICULAR TO WRIGHT BOULEVARD AND 400 FEET WEST OF THE INTERSECTION OF THE

NORTHERLY RIGHT-OF-WAY LINE OF WRIGHT BOULEVARD AND STATE ROAD 707, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST.

AND LESS AND EXCEPTING THE FOLLOWING;

FROM THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF WRIGHT BOULEVARD AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 707, BEAR NORTH 87° 23' 30" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF WRIGHT BOULEVARD, A DISTANCE OF 400 FEET TO A POINT; THENCE BEAR NORTH 2° 36' 30" EAST, A DISTANCE OF 400 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 2° 36' 30" EAST, A DISTANCE OF 170 FEET; THENCE BEAR SOUTH 87° 23' 30" EAST, A DISTANCE OF 240 FEET; THENCE BEAR SOUTH 2° 36' 30" WEST, A DISTANCE OF 170 FEET; THENCE BEAR NORTH 87° 23' 30" WEST, A DISTANCE OF 240 FEET TO THE POINT OF BEGINNING. LOCATED IN SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

AND LESS AND EXCEPTING THE FOLLOWING;

FROM THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF WRIGHT BOULEVARD AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 707, BEAR NORTH 87° 23' 30" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF WRIGHT BOULEVARD A DISTANCE OF 400 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87° 23' 30" WEST, A DISTANCE OF 50 FEET; THENCE NORTH 2° 36' 30" EAST, A DISTANCE OF 600 FEET; THENCE SOUTH 87° 23' 30" EAST, A DISTANCE OF 50 FEET; THENCE SOUTH 2° 36' 30" WEST, A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPTING THE FOLLOWING:

A PARCEL OF LAND BEING A PORTION OF THE NORTH 1/2 OF GOVERNMENT LOTS 2 AND 3, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 3, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THENCE NORTH 89°45'17" WEST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 426.43 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 89010-2555, DATED 11-30-92; THENCE SOUTH 18°59'53" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 542.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 18°59'53" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 275.41 FEET; THENCE NORTH 74°07'27" EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 305.00 FEET; THENCE NORTH 15°52'33" WEST, A DISTANCE OF 275.00 FEET; THENCE SOUTH 74°07'27" WEST, A DISTANCE OF 320.00 FEET TO AN INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 AND THE POINT OF BEGINNING.

PARCEL B

THE EAST 1/2 OF THE NORTH 1/2 OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, LYING NORTHWESTERLY OF STATE ROAD 707.

LESS AND EXCEPT THAT PORTION AS DESCRIBED IN THAT CERTAIN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2404, PAGE 202, DESCRIBED AS FOLLOWS:

BEING A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 89° 12' 32" WEST ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 477.89 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAID NORTH LINE, NORTH 89° 12'32" WEST, A DISTANCE OF 22.46 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 36° 25'02" WEST, A DISTANCE OF 114.48 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF N.E. DIXIE HIGHWAY (60 FOOT RIGHT-OF-WAY) AS SHOWN ON SHEET 3 OF 5 OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD NO. 707 (ALT. A-1-A) SECTION 89030-2523, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 316.82 FEET, THE CHORD OF WHICH BEARS NORTH 45° 32'43" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 12° 20'40", A DISTANCE OF 68.26 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 51° 43'03" EAST, A DISTANCE OF 19.71 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 108.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 11' 14", A DISTANCE OF 43.71 FEET TO A POINT ON THE AFOREMENTIONED NORTH LINE OF SAID SECTION 32 AND THE POINT OF BEGINNING.

AND LESS AND EXCEPTING THAT PORTION AS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2275, PAGE 1154, DESCRIBED AS FOLLOWS:

BEING A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 89° 12' 32" WEST ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 400.79 FEET TO THE INTERSECTION OF SAID NORTH LINE OF SAID SECTION 32 AND THE WESTERLY RIGHT-OF-WAY LINE OF N.E. DIXIE HIGHWAY (30 FOOT RIGHT-OF-WAY) AS SHOWN ON SHEET 3 OF 5 OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD NO. 707 (ALT. A-1-A) SECTION 89030-2523, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 301.82 FEET, THE CHORD OF WHICH BEARS SOUTH 63° 14'21" WEST; THENCE

SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 23° 48'19", A DISTANCE OF 125.40 FEET; THENCE NORTH 38° 16'57" WEST, ALONG SAID RIGHT-OF-WAY AND RADIAL TO LAST DESCRIBED CURVE, A DISTANCE OF 15.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID N.E. DIXIE HIGHWAY; THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 51° 43'03" EAST, A DISTANCE OF 19.71 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 108.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 11' 14", A DISTANCE OF 43.71 FEET TO A POINT ON THE AFOREMENTIONED NORTH LINE OF SAID SECTION 32; THENCE SOUTH 89° 12' 32" EAST ALONG SAID LINE, A DISTANCE OF 77.10 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 49.33284 ACRES, MORE OR LESS.

EXHIBIT B

LEGAL DESCRIPTION (Flag Parcel)

11067.00 (02) FLAG LOT

LEGAL DESCRIPTION:

FROM THE INTERSECTION OF THE NORTH RIGHT OF WAY OF WRIGHT BOULEVARD AND THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 707, BEAR NORTH 87°23'30" WEST ALONG THE NORTH RIGHT OF WAY LINE OF WRIGHT BOULEVARD, A DISTANCE OF 400 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87°23'30" WEST, A DISTANCE OF 50 FEET; THENCE NORTH 2°36'30" EAST, A DISTANCE OF 600 FEET; THENCE SOUTH 87°23'30" EAST, A DISTANCE OF 50 FEET; THENCE SOUTH 2°36'30" WEST, A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

FROM THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WRIGHT BOULEVARD AND THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 707, BEAR NORTH 87°23'30" WEST ALONG THE NORTH RIGHT OF WAY LINE OF WRIGHT BOULEVARD, A DISTANCE OF 400 FEET TO A POINT; THENCE BEAR NORTH 2°36'30" EAST, A DISTANCE OF 400 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02°36'30" EAST, A DISTANCE OF 170 FEET; THENCE BEAR SOUTH 87°23'30" EAST, A DISTANCE OF 240 FEET; THENCE BEAR SOUTH 2°36'30" WEST, A DISTANCE OF 170 FEET; THENCE BEAR NORTH 87°23'30" WEST, A DISTANCE OF 240 FEET TO THE POINT OF BEGINNING. LOCATED IN SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

CONTAINING: 70,800 SQUARE FEET OR 1.63 ACRES, MORE OR LESS.

EXHIBIT C

MAP (The Property and adjoining conservation parcels)

EXHIBIT "C"

THE PROPERTY AND ADJOINING CONSERVATION LANDS

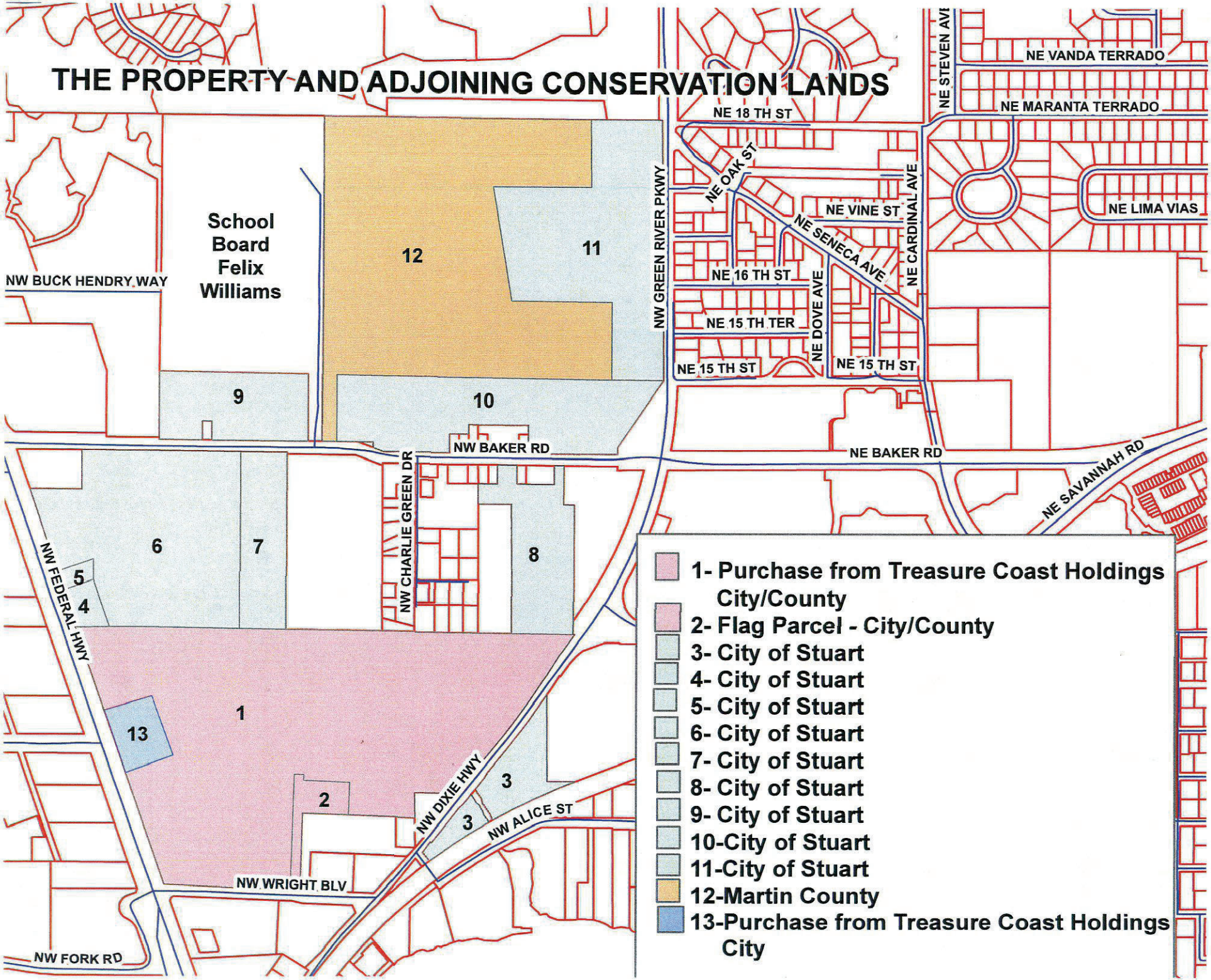


EXHIBIT D

[MARTIN COUNTY ORDINANCE 711]

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

ORDINANCE NUMBER 711

AN ORDINANCE CALLING FOR REFERENDUM ON THE QUESTION OF WHETHER TO LEVY A ONE-HALF PERCENT (ONE-HALF CENT) LOCAL GOVERNMENT INFRASTRUCTURE SALES SURTAX; PROVIDING FOR THE DURATION OF THE SURTAX; APPROVING THE LEVY OF SUCH SURTAX; PROVIDING FOR THE USE OF THE PROCEEDS OF SUCH SURTAX IF APPROVED AT SUCH REFERENDUM; AUTHORIZATION, DIRECTION AND REFERENDUM PROCEDURE; AND PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY, APPLICABILITY, FILING WITH THE DEPARTMENT OF STATE AND THE DEPARTMENT OF REVENUE; PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA (the "County"):

SECTION 1. AUTHORITY FOR THIS ORDINANCE. This Ordinance is enacted pursuant to Section 212.055(2), Section 101.161(1), Florida Statutes, and other applicable provisions of law.

SECTION 2. APPROVAL OF LEVY OF SURTAX. Subject to voter approval as hereinafter set forth, the Martin County Board of County Commissioners, as the governing body of Martin County Florida, hereby approves the levy of a one-half percent (½%) Local Government Infrastructure Surtax pursuant to Section 212.055(2), Florida Statutes (the "Surtax") for a period of five (5) years from the effective date of the Surtax, January 1, 2007, through and including December 31, 2011.

SECTION 3. SURTAX REFERENDUM. A referendum of the qualified electors residing in the area of the County is hereby called to be held on November 7, 2006, to determine whether or not the levy of the Surtax shall be approved by such qualified electors. All qualified electors residing in the area of the County shall be entitled and permitted to vote in such referendum.

SECTION 4. NOTICE OF SURTAX REFERENDUM. As required by law, notice of the Surtax referendum in substantially the form attached hereto as Exhibit "A" shall be published in the *Stuart News* or any other newspaper published and of general circulation in the area of the County, at least twice, once in the fifth week and once in the third week prior to the week in which the referendum is to be held. This Ordinance shall be published in full as part of the notice of such surtax referendum.

INSTR # 1955870 OR BK 02174 PG 0289 RECD 08/24/2006 08:14:10 AM
Pss 0289 - 295; (7pss)
MARSHA ENING MARTIN COUNTY DEPUTY CLERK C Burkey

SECTION 5. OFFICIAL BALLOT. The form of ballot to be used in the Surtax referendum shall be in substantially the following form:

NOVEMBER 7, 2006
OFFICIAL BALLOT
MARTIN COUNTY, FLORIDA

"CLEAN WATER, WILDLIFE HABITAT, BEACHES AND PARKS
ONE-HALF PERCENT (½%) (ONE-HALF CENT) SALES TAX"

TO PURCHASE CONSERVATION LANDS TO PROTECT THE INDIAN RIVER LAGOON, ST. LUCIE RIVER AND DRINKING WATER SOURCES; TO PRESERVE AND RESTORE NATURAL AREAS, WILDLIFE HABITAT AND BEACHES; TO CREATE AND IMPROVE PARKS, OTHER RECREATIONAL OPPORTUNITIES AND TRAILS FOR WALKING, HIKING AND BIKING; AND FOR MUNICIPAL PRIORITIZED CONSERVATION, RECREATION OR INFRASTRUCTURE PROJECTS; SUBJECT TO CITIZEN OVERSIGHT, ZERO SPENDING ON ADMINISTRATION AND ANNUAL INDEPENDENT AUDIT, SHALL MARTIN COUNTY LEVY A ½ CENT SALES TAX FOR 5 YEARS?

_____ "FOR THE ONE-HALF PERCENT SALES TAX"

_____ "AGAINST THE ONE-HALF PERCENT SALES TAX"

SECTION 6. USE OF REVENUES BY THE COUNTY AND THE MUNICIPALITIES IN THE COUNTY.

(1) County Use. The County hereby commits to use all of the County's share of the proceeds of the Surtax, if the Surtax is approved by a majority of the voters voting in the referendum, as follows:

A. To acquire, by fee simple interest, environmentally significant land for the purposes of: preserving, conserving and restoring the St. Lucie River, the Indian River Lagoon, and the Loxahatchee River, protecting drinking water sources, preserving natural areas and beaches, providing open space and protecting wildlife habitat and water storage/recharge areas. Land acquisition and preservation using the County's share of the surtax proceeds shall be limited to the properties known as Pal-Mar, Comprehensive Everglades Restoration Plan (CERP), Allapattah Flats, Atlantic Ridge, Indian River Blueways, beaches and those

CIRCUIT COURT MARTIN COUNTY, FLORIDA

lands providing connections and wildlife corridors between publicly owned parks and conservation lands;

B. To plan and construct parks and recreation facilities: including the purchase of land required and completion of existing park facilities as outlined in the approved Parks and Recreation Master Plan.

C. Up to 10% of the purchase price of any land acquired under 6(1)A may be used to restore the conservation values of that land.

D. Proceeds from the Surtax may be used to service new bond indebtedness incurred for the purposes listed in 6(1)A and 6(1)B.

E. All land acquisitions by the County under Section 6(1)A and 6(1)B above shall be in Martin County and will be properties voluntarily offered for sale by the property owner.

F. The County will attempt, when available, to obtain matching funds from the federal government, the State of Florida, or any agency, district, branch or commission for the purposes described in 6(1)A and 6(1)B. However, fifty (50%) percent of the funds allocated under 6(1)H(i) shall be expended for land purchases which receive at least 50% matching funds.

G. The maximum amount of monies to be used for any one project under 6(1)A or 6(1)B shall be limited to ten million ($10,000,000) dollars in sales tax proceeds.

H. The use of the funds derived from the Surtax shall be subject to the following:

(i) fifty percent (50%) of the County's portion of the funds derived from the Surtax, including any interest thereon, shall go towards the items described in 6(1)A.

(ii) fifty percent (50%) of the County's portion of the funds derived from the Surtax, including any interest thereon, shall go towards the items described in 6(1)B.

I. The Lands For You Acquisition Committee ("LASC") established by Martin County shall provide citizen oversight

CIRCUIT COURT MARTIN COUNTY FLORIDA

and conduct and coordinate any necessary studies to determine appropriate lands under 6(1) to acquire from the funding of the Surtax. The LASC shall make recommendations to the Board of County Commissioners, and acquisitions funded by the Surtax shall be voted on and approved by a majority vote of the Martin County Board of County Commissioners.

J. The Parks and Recreation Advisory Board (PRAB) established by Martin County shall provide citizen oversight and prioritize projects included in the approved Parks and Recreation Master Plan and submit them to the Board of County Commissioners for approval.

(2) Municipality Uses. State law provides that municipalities are to receive a share of the Surtax revenues in accordance with the terms of any interlocal agreement entered into between the Martin County Board of County Commissioners as the governing body of Martin County, Florida and the governing bodies of the municipalities representing a majority of Martin County's municipal population or, in the absence of an interlocal agreement, in accordance with the state revenue sharing formula. Municipalities may only spend their share of the Surtax revenues to finance, plan, and construct infrastructure and to acquire land for public recreation or conservation or protection of natural resources, in accordance with Section 212.055(2) of Florida Statutes.

SECTION 7. AUTHORIZATION, DIRECTION AND REFERENDUM PROCEDURE. The Supervisor of Elections for Martin County, Florida, is authorized and directed to place the referendum question on the ballot for the November 7, 2006 General Election. The referendum shall be held and conducted in the manner prescribed by law. The results shall be canvassed by the Martin County Canvassing Board as soon as practicable. The Supervisor of Elections shall prepare and file results of such referendum and shall deliver the same to the Martin County Board of County Commissioners as the governing body of Martin County, Florida. Such results shall show the number of qualified electors who voted in said referendum and the number of votes cast respectively for and against the sales tax surcharge.

SECTION 8. REFERENDUM RESULTS. If a majority of the votes cast at such referendum in respect to the Surtax shall be "For the One-Half Percent Sales Tax," such Surtax shall be approved and the Surtax shall thereupon be levied from and including January 1, 2007 and shall continue in full force and effect through and including December 31, 2011.

SECTION 9. AUTHORIZING NECESSARY ACTION. The County hereby authorizes the proper officials to do all things deemed necessary in

CIRCUIT COURT MARTIN COUNTY, FLORIDA

connection with the holding of the referendum and the levy of the Surtax, if approved, to the extent provided by law and in this Ordinance.

SECTION 10. CONFLICTING PROVISIONS; REPEALING CLAUSE. Special acts of the Florida Legislature applicable only to unincorporated areas of Martin County, County ordinances and County resolutions, or parts thereof, in conflict with this Ordinance are hereby superseded by this Ordinance to the extent of such conflict.

SECTION 11. SEVERABILITY. If any word, phrase, clause, sentence or paragraph of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance. If this Ordinance of any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstances.

SECTION 12. APPLICABILITY OF ORDINANCE. This Ordinance shall be applicable throughout Martin County's jurisdiction.

SECTION 13. FILING WITH DEPARTMENT OF STATE AND DEPARTMENT OF REVENUE. The Clerk be and hereby is directed forthwith to send a certified copy of this Ordinance to the Bureau of Administrative Code, Department of the State and to the Department of Revenue.

SECTION 14. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

DULY PASSED AND ADOPTED THIS 22ND DAY OF AUGUST 2006.

ATTEST:

MARSHA EWING, CLERK

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

SUSAN VALLIERE, CHAIRMAN

APPROVED AS TO FORM AND CORRECTNESS

STEPHEN FRY, COUNTY ATTORNEY

EXHIBIT "A"

NOTICE OF A ½% SALES SURTAX REFERENDUM IN MARTIN COUNTY, FLORIDA, ON NOVEMBER 7, 2006

NOTICE IS HEREBY GIVEN THAT A "CLEAN WATER, WILDLIFE HABITAT, BEACHES AND PARKS ½% SALES SURTAX" REFERENDUM will be held at the General Election on November 7, 2006, in Martin County, Florida (the "County") regarding the following questions:

NOVEMBER 7, 2006
OFFICIAL BALLOT
MARTIN COUNTY, FLORIDA

"CLEAN WATER, WILDLIFE HABITAT, BEACHES AND PARKS ONE-HALF PERCENT (½%) (ONE-HALF CENT) SALES TAX"

TO PURCHASE CONSERVATION LANDS TO PROTECT THE INDIAN RIVER LAGOON, ST. LUCIE RIVER AND DRINKING WATER SOURCES; TO PRESERVE AND RESTORE NATURAL AREAS, WILDLIFE HABITAT AND BEACHES; TO CREATE AND IMPROVE PARKS, OTHER RECREATIONAL OPPORTUNITIES AND TRAILS FOR WALKING, HIKING AND BIKING; AND FOR MUNICIPAL PRIORITIZED CONSERVATION, RECREATION OR INFRASTRUCTURE PROJECTS; SUBJECT TO CITIZEN OVERSIGHT, ZERO SPENDING ON ADMINISTRATION AND ANNUAL INDEPENDENT AUDIT, SHALL MARTIN COUNTY LEVY A ½ CENT SALES TAX FOR 5 YEARS?

_____ "FOR THE ONE-HALF PERCENT SALES TAX"

_____ "AGAINST THE ONE-HALF PERCENT SALES TAX"

all as more specifically described and provided in Ordinance No. 711 adopted by a majority of the Martin County Board of County Commissioners as the governing body of Martin County, Florida on August 22, 2006 (the "Ordinance").

[INSERT FULL TEXT OF SURTAX ORDINANCE]

All qualified electors residing within the area of the County shall be entitled, qualified and permitted to vote at such referendum.

THIS NOTICE EXECUTED AND DATED THIS 22ND DAY OF AUGUST, 2006.

CIRCUIT COURT MARTIN COUNTY, FLORIDA

ATTEST:

MARSHA EWING, CLERK

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

SUSAN VALLIERE, CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS

STEPHEN FRY, COUNTY ATTORNEY

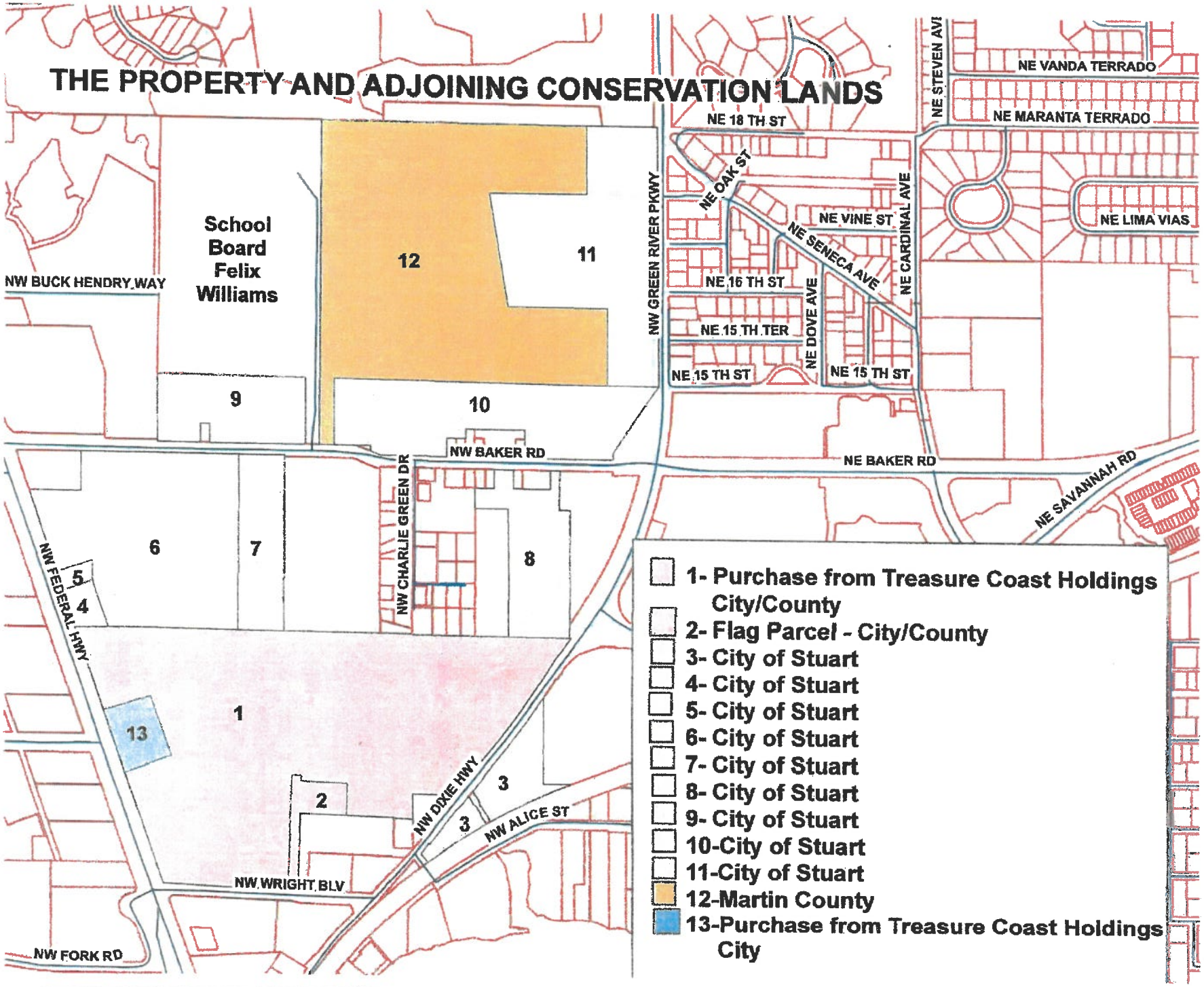
PUBLISH: The Stuart News
DATES: OCTOBER 3, 2006 and OCTOBER 17,2006

NOTE TO PUBLISHER:
Send billing and Affidavit of Publication to:
Martin County Commissioners
Accounting Department
P.O. Box 9016
Stuart, Florida 34995

STATE OF FLORIDA
MARTIN COUNTY
THIS IS TO CERTIFY THAT THE
FOREGOING 2 PAGES IS A TRUE
AND CORRECT COPY OF THE ORIGINAL.
MARSHA EWING, CLERK
BY: Charlotte Burke D.C.
DATE: 8-23-06

CIRCUIT COURT
MARTIN COUNTY, FLORIDA

7


THE PROPERTY AND ADJOINING CONSERVATION LANDS
School Board Felix Williams
NW BUCK HENDRY WAY
NW GREEN RIVER PKWY
NE 18 TH ST
NE OAK ST
NE VINE ST
NE SENECA AVE
NE CARDINAL AVE
NE STEVEN AVE
NE VANDA TERRADO
NE MARANTA TERRADO
NE LIMA VIAS
NE 16 TH ST
NE 15 TH TER
NE 15 TH ST
NE DOVE AVE
NW BAKER RD
NE BAKER RD
NE SAVANNAH RD
NW CHARLIE GREEN DR
NW FEDERAL HWY
NW DIXIE HWY
NW ALICE ST
NW WRIGHT BLV
NW FORK RD
1
2
3
4
5
6
7
8
9
10
11
12
13
1- Purchase from Treasure Coast Holdings City/County
2- Flag Parcel - City/County
3- City of Stuart
4- City of Stuart
5- City of Stuart
6- City of Stuart
7- City of Stuart
8- City of Stuart
9- City of Stuart
10-City of Stuart
11-City of Stuart
12-Martin County
13-Purchase from Treasure Coast Holdings City

FIRST AMENDMENT TO

THE FUNDING AGREEMENT

BETWEEN THE CITY OF STUART

AND

MARTIN COUNTY

(HANEY CREEK PRESERVE)

THIS FIRST AMENDMENT TO THE JUNE 13, 2011 FUNDING AGREEMENT is made and entered into as of this _____ day of _____, 2026, by and between **the City of Stuart, a municipal corporation of the State of Florida (the "City")** and **Martin County, a political subdivision of the State of Florida (the "County").**

RECITALS

WHEREAS, the City is a municipal corporation of the State of Florida and is authorized by the Florida Interlocal Cooperation Act of 1969, as amended, to enter into agreements with other local governments for the purposes set forth herein; and

WHEREAS, in 2011, the City and the County agreed to purchase approximately 51.4 acres of property for conservation and recreation within the City limits and in accordance with County Ordinance 711(the "Haney Creek Preserve"); and

WHEREAS, on May 6, 2011, the City, as the buyer, entered into a real estate purchase agreement with TCoast Holdings, LLC for the acquisition of the Haney Creek Preserve consisting of approximately 51.4 acres of land within the City; and

WHEREAS, on June 14, 2011, the City and the County entered into an agreement referred to as the FUNDING AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN COUNTY (hereinafter "2011 Agreement") and attached hereto with its original exhibits as Exhibit "1"; and

WHEREAS, on November 8, 2011, a majority of voters approved a City referendum directing the City to carve out and use approximately 2 acres of the Haney Creek Preserve which was located on U.S. Highway 1 for commercial purpose to generate revenue for the improvement, maintenance and management of the remainder of the Haney Creek Preserve and other adjoining conservation lands (i.e. the "Carve-out Parcel"); and

WHEREAS, since 2011, the City has paid for all improvements, maintenance and management of the Haney Creek Preserve from its general fund, and to date, the City has not found any acceptable commercial use for the Carve-out Parcel; and

WHEREAS, both the City and the County desire to abandon the City's covenant to use the Carve-out Parcel for commercial purposes and convert the Carve-out Parcel to be used for conservation purposes in accordance with its Future Land Use Map and Zoning and to combine the Carve-out Parcel with the remainder of the Haney Creek Preserve, subject to referendum by the City; and

WHEREAS, subject to passage of a 2026 referendum by the City, the City agrees to continue the maintenance, management and necessary improvements from its general funds, subject to the provisions of Section 6 of the 2011 Agreement.

NOW, THEREFORE, in consideration of their mutual covenants and promises contained herein, the parties agree as follows:

1. The above-referenced recitals are true and correct, and incorporated as if fully set forth herein.

2. Section 3 of the 2011 Agreement is amended to read as follows:

3. NOTICES

All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be sent by registered or certified, return receipt requested, or facsimile, to the parties as follows:

City: Stuart City Commission
ATTN.: City Manager
121 SW Flagler Avenue
Stuart, Florida 34994

County: Martin County Board of County Commissioners
ATTN.: County Administrator
2401 SE Monterey Road
Stuart, Florida 34996

or to such other address as may hereafter be provided by the parties in writing. Notices sent registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt.

3. Section 8 of the 2011 Agreement is amended to read as follows:

8. MANAGEMENT OF ACQUIRED PROPERTY

8.1 The managing agency for the Haney Creek Preserve shall be the City.

8.2 A management plan with respect to the Haney Creek Preserve and the Flag Parcel (hereinafter described as the "Site") shall be prepared by the City. The management plan shall provide for all aspects of the improvement, use, management, and operation of the Site, including land uses that are compatible with the restoration goals and purposes, conservation and appropriate public recreational uses where such recreational uses are compatible with conservation requirements. The management plan shall include provisions for passive recreation, such as: (a) conducting limited land clearing for the purpose of constructing such pervious facilities as docks, boardwalks or mulched walking trails; and (b) construction and maintenance of passive public use facilities for the purpose of educating the public or allowing public access and recreation which have minimal or no impact on natural resources; and (c) placing signs and markers as necessary to identify trails, restoration areas, or other site features related to public use and land management activities; and (d) construction and maintenance to the extent allowed by current and future permits, at grade, management roads, fire breaks, trails, walkways, piers, observation platforms or boardwalks necessary to provide public access and management activities as provided for in the site's management plan; and (e) removal or killing by any lawful means, exotic or nuisance vegetation or animal species, conducting prescribed burns and conducting other management activities necessary to carry out management for conservation purposes; and (f) conducting restoration and enhancement projects which do not conflict with the purpose of this Agreement. A management plan with respect to the Site shall not become final until reviewed and approved in writing by the County. Any modification to the management plan with respect to the Site shall also require the approval of the County. The City shall be responsible, at its expense, for the construction, maintenance, and rehabilitation of any facilities or improvements on the Site for conservation, recreation or public access, including those required pursuant to the management plan for the Site. The City shall provide its proposed management plan to the County prior to June 14, 2012. The management plan shall require the City to ensure the Comprehensive Plan Future Land Use Map designation and zoning district of the entire Haney Creek Preserve is Conservation Future Land Use Map designation and the "P- Public Service" zoning district.

8.3 Any and all improvement, maintenance, and operation of the Haney Creek Preserve shall comply with Martin County Ordinance 711 (see Exhibit "D").

4. Section 11 of the 2011 Agreement is amended to read as follows:

11. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An emailed copy of this First Amendment to the 2011 Agreement and any signatures hereon shall be considered for all purposes as originals.

5. This First Amendment to the 2011 Agreement is subject to referendum by the City at the 2026 elections on the question of whether the Carve-out Parcel shall be converted from commercial purposes to conservational purposes.

6. Except as amended herein, the remaining terms and conditions of the 2011 Agreement shall remain in full force and effect.

7. This First Amendment to the 2011 Agreement shall be filed with the Martin County Clerk of Circuit Court as required by Florida Statutes § 163.01.

ATTEST:

_____
Carolyn Timmann, Clerk of Circuit Court and Comptroller

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida

By_____
Sarah Heard, Chairman

Approved as to form and correctness:

By:_____
Elysse Elder, County Attorney

ATTEST:

_____
Mary Kindel, City Clerk

CITY OF STUART, a municipal corporation of the State of Florida

By:_____
Christopher Collins, Mayor

Approved as to form and correctness:

By:_____
Lee J. Baggett, City Attorney

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 54-2011

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO ACCEPT DEEDS FROM TCOAST HOLDINGS, LLC, FOR THE PURPOSES SPECIFIED IN THE FUNDING AGREEMENT BETWEEN THE CITY AND THE COUNTY; AND AUTHORIZING THE MAYOR AND CITY CLERK TO AND EXECUTE A DEED CONVEYING A ONE-HALF INTEREST FOR THE 1.63 ACRE FLAG LOT TO MARTIN COUNTY FOR USE AS CONSERVATION LAND; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart has entered into a Contract for Purchase and Sale with TCoast Holdings, LLC, and has approved a Funding Agreement with the Martin County Board of County Commissioners to purchase a certain 50± acre Haney Creek Parcel; and

WHEREAS, the City of Stuart has agreed to directly purchase a 2± acre parcel from TCoast Holdings, LLC; and

WHEREAS, the City of Stuart has further agreed to contribute a 1.63± acre parcel known as the "flag lot" into the Haney Creek parcels, by deeding it jointly to the City and to Martin County.

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

SECTION 1: The City Commission hereby accepts those certain deeds from TCoast Holdings, LLC conveying a one-half interest in the 50± acre parcel, and fee simple interest in the 2± acre parcel; and authorizes the Mayor, and City Clerk to execute a deed conveying a one-half interest to Martin County in the 1.63± acre flag lot. The Mayor, the

City Manager, and City Clerk are authorized and directly to execute any and all documents and instruments necessary to make the above conveyances or otherwise associated with the Closing of the transaction, in accordance with the agreements of the parties. Funding for said purchases shall be taken from the 1/2 Cent Infrastructure Sales Tax.

SECTION 2: This resolution shall take effect upon adoption.

Commissioner MORTELL 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:

	YES	NO	ABSENT
JEFFREY A. KRAUSKOPF, MAYOR	X		
JAMES A. CHRISTIE, JR., VICE MAYOR	X		
EULA R. CLARKE, COMMISSIONER	X		
MICHAEL J. MORTELL, COMMISSIONER	X		
TROY A. McDONALD, COMMISSIONER	X		

ADOPTED this 27th day of June, 2011.

ATTEST:

CHERYL WHITE
CITY CLERK

JEFFREY A. KRAUSKOPF
MAYOR

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD ·

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL DURHAM
CITY ATTORNEY

INSTR # 2281811
OR BK 02525 PG 0632
Pgs 0632 - 635; (4pgs)
RECORDED 06/30/2011 02:56:06 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY L Bettineschi

This Instrument prepared by:
Mark K. Somerstein, Esq.
Ruden McClosky P.A.
P.O. Box 1900
Fort Lauderdale, FL 33302

NOTE TO RECORDER: DOCUMENTARY STAMPS ARE NOT REQUIRED IN CONNECTION WITH THE CONVEYANCE BETWEEN TWO EXEMPT GOVERNMENTAL ENTITIES.

SPECIAL WARRANTY DEED

(Flag Lot Parcel)

THIS SPECIAL WARRANTY DEED, made this 30th day of JUNE, 2011, between THE CITY OF STUART, a municipal corporation of the State of Florida, having an address at 121 S.W. Flagler Avenue, Stuart, Florida 34994 (hereinafter called the "Grantor"), and THE CITY OF STUART, a municipal corporation of the State of Florida ("City") and MARTIN COUNTY, a political subdivision of the State of Florida ("County"), as tenants in common, each with a 50% interest, having an address at 121 S.W. Flagler Avenue, Stuart, Florida 34994 as to the City and 2401 SE Monterey Road, Stuart, Florida 34996 as to the County (hereinafter called the "Grantee").

(Wherever used herein the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Martin County, Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property").

SUBJECT TO:

(a) Taxes and assessments for the year 2011 and subsequent years.

(b) Restrictions, plats, agreements, covenants, conditions, reservations, dedications and easements, and all other matters of record, but this provision shall not operate to reimpose the same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining.

CIRCUIT COURT MARTIN COUNTY, FLORIDA

Accepted pursuant to Resolution No. 54-2011 City of Stuart

Accepted pursuant to Resolution No. 11-6.12 Board of County Commissioners

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through and under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of

Signature

PAUL J. NICOLETTI
Printed Name

Signature

Cheryl White.
Printed Name

THE CITY OF STUART, a municipal corporation of the State of Florida

By:

Name: JEFFREY A. KRAUSKOPF

Title: MAYOR

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD

RM:8012448:1

CIRCUIT COURT MARTIN COUNTY, FLORIDA

STATE OF FLORIDA)
) SS:
COUNTY OF MARTIN)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Jeffrey A. Krauskopf, as the Mayor of THE CITY OF STUART, a municipal corporation of the State of Florida. He/She is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of June, 2011.

Alice L Lyons
Notary Public

Alice L. Lyons
Typed, printed or stamped name of Notary Public

My Commission Expires:

ALICE L LYONS
MY COMMISSION # DD 894400
EXPIRES: July 21, 2013
Bonded Thru Notary Public Underwriters

RM:8012448:1

CIRCUIT COURT MARTIN COUNTY, FLORIDA

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARTIN, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

FROM THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF WRIGHT BOULEVARD AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD #707, BEAR NORTH 87°23'30" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF WRIGHT BOULEVARD A DISTANCE OF 400 FEET TO A POINT; THENCE BEAR NORTH 2°36'30" EAST A DISTANCE OF 400 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 2°36'30" EAST A DISTANCE OF 170 FEET; THENCE BEAR SOUTH 87°23'30" EAST A DISTANCE OF 240 FEET; THENCE BEAR SOUTH 2°36'30" WEST A DISTANCE OF 170 FEET; THENCE BEAR NORTH 87°23'30" WEST A DISTANCE OF 240 FEET TO THE POINT OF BEGINNING. LOCATED IN SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

PARCEL B:

FROM THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF WRIGHT BOULEVARD AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD #707, BEAR NORTH 87°23'30" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF WRIGHT BOULEVARD A DISTANCE OF 400 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87°23'30" WEST A DISTANCE OF 50 FEET; THENCE NORTH 2°36'30" EAST A DISTANCE OF 600 FEET; THENCE SOUTH 87°23'30" EAST A DISTANCE OF 50 FEET; THENCE SOUTH 2°36'30" WEST A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING.

STATE OF FLORIDA
MARTIN COUNTY

THIS IS TO CERTIFY THAT THE FOREGOING 4 PAGES IS A TRUE AND CORRECT COPY OF THE ORIGINAL
MARSHA EWING, CLERK
BY D. Bettinelli D.C.
DATE 6-30-11

CIRCUIT COURT MARTIN COUNTY, FLORIDA

INSTR # 2281809
OR BK 02525 PG 0621
Pgs 0621 - 624; (4pgs)
RECORDED 06/30/2011 02:56:06 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
DEED DOC TAX 1,028.30
RECORDED BY L Bettineschi

This Instrument prepared by:
Mark K. Somerstein, Esq.
Ruden McClosky P.A.
P.O. Box 1900
Fort Lauderdale, FL 33302

SPECIAL WARRANTY DEED
(City Parcel)

THIS SPECIAL WARRANTY DEED, made this 30th day of JUNE, 2011, between TCOAST HOLDINGS, LLC, a Florida limited liability company, having an address at 815 Colorado Avenue, Stuart, FL 34994 (hereinafter called the "Grantor"), and THE CITY OF STUART, a municipal corporation of the State of Florida, having an address at 121 S.W. Flagler Avenue, Stuart, Florida 34994 (hereinafter called the "Grantee").

(Wherever used herein the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Martin County, Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property").

SUBJECT TO:

(a) Taxes and assessments for the year 2011 and subsequent years.

(b) Restrictions, plats, agreements, covenants, conditions, reservations, dedications and easements, and all other matters of record, but this provision shall not operate to reimpose the same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

RM:8012436:1

CIRCUIT COURT MARTIN COUNTY, FLORIDA

Accepted pursuant to Resolution No. 54-2011
City of Stuart

AND the Grantor hereby covenants with said Grantee that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through and under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of

Signature
Tina Sessoms
Printed Name

Signature
Alice Lyons
Printed Name

TCOAST HOLDINGS, LLC, a Florida limited liability company,

By: Seacoast National Bank, Managing Member

By: Kevin Picart
Name: KEVIN PICART
Title: SVP

RM:8012436:1

CIRCUIT COURT MARTIN COUNTY, FLORIDA

STATE OF FLORIDA)
) SS:
COUNTY OF MARTIN)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Kevin Picart, Sr. Vice President of Seacoast National Bank, Managing Member of TCoast Holdings, LLC, a Florida limited liability company. He is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of June, 2011.

TRINA D. SESSOMS
Notary Public - State of Florida
My Comm. Expires Dec 4, 2012
Commission # DD 843206
Bonded Through National Notary Assn.

Notary Public

Trina D. Sessoms
Typed, printed or stamped name of Notary Public

My Commission Expires:

RM:8012436:1

CIRCUIT COURT MARTIN COUNTY, FLORIDA

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF **MARTIN**, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PORTION OF THE NORTH 1/2 OF GOVERNMENT LOTS 2 AND 3, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 3, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THENCE NORTH 89°45'17" WEST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 426.43 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 89010-2555, DATED 11-30-92; THENCE SOUTH 18°59'53" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 542.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 18°59'53" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 275.41 FEET; THENCE NORTH 74°07'27" EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 305.00 FEET; THENCE NORTH 15°52'33" WEST, A DISTANCE OF 275.00 FEET; THENCE SOUTH 74°07'27" WEST, A DISTANCE OF 320.00 FEET TO AN INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 AND THE POINT OF BEGINNING.

STATE OF FLORIDA
MARTIN COUNTY

THIS IS TO CERTIFY THAT THE FOREGOING 4 PAGES IS A TRUE AND CORRECT COPY OF THE ORIGINAL.
MARSHA EWING, CLERK
BY _____ D.C.
DATE 6-30-11

CIRCUIT COURT MARTIN COUNTY, FLORIDA

INSTR # 2281810
OR BK 02525 PG 0625
Pgs 0625 - 631; (7pgs)
RECORDED 06/30/2011 02:56:06 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
DEED DOC TAX 25,747.40
RECORDED BY L Bettineschi

This Instrument prepared by:
Mark K. Somerstein, Esq.
Ruden McClosky P.A.
P.O. Box 1900
Fort Lauderdale, FL 33302

SPECIAL WARRANTY DEED

(City and County Parcel)

THIS SPECIAL WARRANTY DEED, made this 30th day of JUNE, 2011, between TCOAST HOLDINGS, LLC, a Florida limited liability company, having an address at 815 Colorado Avenue, Stuart, Florida 34994 (hereinafter called the "Grantor"), and THE CITY OF STUART, a municipal corporation of the State of Florida ("City") and MARTIN COUNTY, a political subdivision of the State of Florida ("County"), as tenants in common, each with a 50% interest, having an address at 121 S.W. Flagler Avenue, Stuart, Florida 34994 as to the City and 2401 SE Monterey Road, Stuart, Florida 34996 as to the County (hereinafter called the "Grantee").

(Wherever used herein the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Martin County, Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property").

SUBJECT TO:

(a) Taxes and assessments for the year 2011 and subsequent years.

(b) Restrictions, plats, agreements, covenants, conditions, reservations, dedications and easements, and all other matters of record, but this provision shall not operate to reimpose the same.

CIRCUIT COURT MARTIN COUNTY, FLORIDA

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining.

RM:8012413:1

Accepted pursuant to Resolution No. 11-6.12 - Board of County Commissioners and Resolution No. 54-2011

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through and under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of

Signature

Printed Name

Signature

Printed Name

TCOAST HOLDINGS, LLC, a Florida limited liability company,

By: Seacoast National Bank, Managing Member

By:

Name:

Title:

RM:8012413:1

CIRCUIT COURT MARTIN COUNTY, FLORIDA

STATE OF FLORIDA)
) SS:
COUNTY OF MARTIN)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Kevin Picart, Sr. Vice President of Seacoast National Bank, Managing Member of TCoast Holdings, LLC, a Florida limited liability company. He is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of June, 2011.

Notary Public

Trina Sessoms
Typed, printed or stamped name of Notary Public

TRINA D. SESSOMS
Notary Public - State of Florida
My Comm. Expires Dec 4, 2012
Commission # DD 843206
Bonded Through National Notary Assn.

My Commission Expires:

RM:8012413:1

CIRCUIT COURT MARTIN COUNTY, FLORIDA

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF **MARTIN**, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL A:

THE EAST ONE-HALF OF THE WEST ONE-HALF OF THE NORTH ONE-HALF OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, LYING NORTHWESTERLY OF THE RIGHT-OF-WAY OF STATE ROAD 707. (A1A)

AND

THE SOUTH 755 FEET OF THE NORTH ONE-HALF OF GOVERNMENT LOT 3, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, LYING EAST OF STATE ROAD NO. 5. (U.S. HWY 1)

AND

THE WEST ONE-HALF OF THE WEST ONE-HALF OF THE NORTH ONE-HALF OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST; LESS AND EXCEPTING THE RIGHT-OF-WAY FOR STATE ROAD 707. (A1A)

AND

THAT PART OF THE SOUTH ONE-HALF OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 37 SOUTH; RANGE 41 EAST, LYING NORTHWESTERLY OF THE RIGHT-OF-WAY OF STATE ROAD 707. (A1A)

AND

THE NORTH 500 FEET OF GOVERNMENT LOT 3, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, LYING EAST OF U.S. HIGHWAY NO.1 RIGHT-OF-WAY.

AND

BEGINNING AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF GOVERNMENT LOT 2, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST; THENCE RUN SOUTH 1255 FEET TO A CONCRETE MONUMENT SET ON THE SOUTHWEST CORNER OF NORTH 1/2 OF GOVERNMENT LOT 2; THENCE RUN SOUTH 88° 55' EAST, A DISTANCE OF 1246.4 FEET TO A CONCRETE MONUMENT SET ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 707; THENCE RUN NORTH 39° 54' EAST, A DISTANCE OF 157.7 FEET TO A CONCRETE MONUMENT SET ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 707; THENCE RUN NORTH 0° 09' WEST, A DISTANCE OF 1129.8 FEET TO A STAKE SET ON THE NORTHEAST CORNER OF GOVERNMENT LOT 2; THENCE RUN NORTH 88° 55' WEST, A DISTANCE OF 1342.6 FEET TO THE POINT OF BEGINNING; BEING THE NORTH 1/2 OF GOVERNMENT LOT 2, LESS RAILWAY AND HIGHWAY RIGHT-OF-WAY.

ALSO THAT PORTION OF THE SOUTH 1/2 OF GOVERNMENT LOT 2, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, DESCRIBED AS FOLLOWS:

CIRCUIT COURT
MARTIN COUNTY, FLORIDA

BEGINNING AT A CONCRETE MONUMENT, MARKING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE AFORESAID GOVERNMENT LOT 2 AND BEING 1255 FEET SOUTH (TRUE) OF THE NORTHWEST CORNER OF AFORESAID GOVERNMENT LOT 2, RUN SOUTH 88° 55' EAST 1246.4 FEET TO A CONCRETE MONUMENT ON THE WEST RIGHT-OF-WAY OF SAID STATE ROAD 707 (A1A); THENCE RUN SOUTH 39° 54' WEST ALONG THE RIGHT-OF-WAY OF SAID STATE ROAD 707, A DISTANCE OF 191.9 FEET TO A CONCRETE MONUMENT; THENCE RUN NORTH 87° 05' WEST, A DISTANCE OF 1122.2 FEET TO A CONCRETE MONUMENT; SAID MONUMENT BEING ON THE WEST LINE OF THE AFORESAID GOVERNMENT LOT 2; THENCE RUN NORTH (TRUE) ALONG THE WEST LINE OF THE AFORESAID GOVERNMENT LOT 2, A DISTANCE OF 118 FEET MORE OR LESS TO THE POINT OF BEGINNING.

AND LESS AND EXCEPTING:

THE RIGHT-OF-WAY OF WRIGHT BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 130, PAGE 274, MARTIN COUNTY, FLORIDA PUBLIC RECORDS, AND THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1.

AND LESS AND EXCEPTING THE FOLLOWING;

START AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST; THENCE RUN NORTH 88° 50' 34" WEST, ALONG THE NORTH LINE OF SECTION 32, A DISTANCE OF 1341.41 FEET TO THE NORTHWEST CORNER OF GOVERNMENT LOT 1 OF SAID SECTION 32; THENCE RUN SOUTH 00° 06' 06" WEST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 846.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE TO RUN SOUTH 00° 06' 06" WEST, A DISTANCE OF 280.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 707; THENCE RUN NORTH 39° 07' 36" EAST ALONG RIGHT-OF-WAY LINE, A DISTANCE OF 355.12 FEET; THENCE RUN NORTH 88° 50' 34" WEST, A DISTANCE OF 223.64 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPTING THE FOLLOWING;

THAT TRIANGULAR PARCEL OF LAND IN GOVERNMENT LOTS 1 AND 2 OF SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, LYING BETWEEN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE F.E.C. RAILROAD AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 707 AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THAT COUNTY ROAD CROSSING THE F.E.C. RAILROAD AND KNOWN AS ALICE AVENUE.

AND LESS AND EXCEPTING THE FOLLOWING;

THAT CERTAIN PARCEL OF LAND DESCRIBED AS ALL OF GOVERNMENT LOT 2 LYING SOUTHERLY OF A LINE THAT IS 400 FEET NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF WRIGHT BOULEVARD AND WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 707 AND EASTERLY OF A LINE WHICH IS PERPENDICULAR TO WRIGHT BOULEVARD AND 400 FEET WEST OF THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF WRIGHT BOULEVARD AND STATE ROAD 707, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST.

AND LESS AND EXCEPTING THE FOLLOWING;

FROM THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF WRIGHT

CIRCUIT COURT
MARTIN COUNTY, FLORIDA

BOULEVARD AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 707, BEAR NORTH 87° 23' 30" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF WRIGHT BOULEVARD, A DISTANCE OF 400 FEET TO A POINT; THENCE BEAR NORTH 2° 36' 30" EAST, A DISTANCE OF 400 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 2° 36' 30" EAST, A DISTANCE OF 170 FEET; THENCE BEAR SOUTH 87° 23' 30" EAST, A DISTANCE OF 240 FEET; THENCE BEAR SOUTH 2° 36' 30" WEST, A DISTANCE OF 170 FEET; THENCE BEAR NORTH 87° 23' 30" WEST, A DISTANCE OF 240 FEET TO THE POINT OF BEGINNING. LOCATED IN SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

AND LESS AND EXCEPTING THE FOLLOWING;

FROM THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF WRIGHT BOULEVARD AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 707, BEAR NORTH 87° 23' 30" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF WRIGHT BOULEVARD A DISTANCE OF 400 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87° 23' 30" WEST, A DISTANCE OF 50 FEET; THENCE NORTH 2° 36' 30" EAST, A DISTANCE OF 600 FEET; THENCE SOUTH 87° 23' 30" EAST, A DISTANCE OF 50 FEET; THENCE SOUTH 2° 36' 30" WEST, A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPTING THE FOLLOWING:

A PARCEL OF LAND BEING A PORTION OF THE NORTH 1/2 OF GOVERNMENT LOTS 2 AND 3, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 3, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THENCE NORTH 89°45'17" WEST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 426.43 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 89010-2555, DATED 11-30-92; THENCE SOUTH 18°59'53" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 542.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 18°59'53" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 275.41 FEET; THENCE NORTH 74°07'27" EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 305.00 FEET; THENCE NORTH 15°52'33" WEST, A DISTANCE OF 275.00 FEET; THENCE SOUTH 74°07'27" WEST, A DISTANCE OF 320.00 FEET TO AN INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 AND THE POINT OF BEGINNING.

PARCEL B:

THE EAST 1/2 OF THE NORTH 1/2 OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, LYING NORTHWESTERLY OF STATE ROAD 707.

LESS AND EXCEPT THAT PORTION AS DESCRIBED IN THAT CERTAIN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2404, PAGE 202, DESCRIBED AS FOLLOWS:



BEING A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 89° 12' 32" WEST ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 477.89 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAID NORTH LINE, NORTH 89° 12' 32" WEST, A DISTANCE OF 22.46 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 36° 25' 02" WEST, A DISTANCE OF 114.48 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF N.E. DIXIE HIGHWAY (60 FOOT RIGHT-OF-WAY) AS SHOWN ON SHEET 3 OF 5 OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD NO. 707 (ALT. A-1-A) SECTION 89030-2523, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 316.82 FEET, THE CHORD OF WHICH BEARS NORTH 45° 32' 43" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 12° 20' 40", A DISTANCE OF 68.26 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 51°43'03" EAST, A DISTANCE OF 19.71 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 108.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 11' 14", A DISTANCE OF 43.71 FEET TO A POINT ON THE AFOREMENTIONED NORTH LINE OF SAID SECTION 32 AND THE POINT OF BEGINNING.

AND LESS AND EXCEPTING THAT PORTION AS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2275, PAGE 1154, DESCRIBED AS FOLLOWS:

BEING A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 89° 12' 32" WEST ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 400.79 FEET TO THE INTERSECTION OF SAID NORTH LINE OF SAID SECTION 32 AND THE WESTERLY RIGHT-OF-WAY LINE OF N.E. DIXIE HIGHWAY (30 FOOT RIGHT-OF-WAY) AS SHOWN ON SHEET 3 OF 5 OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD NO. 707 (ALT. A-1-A) SECTION 89030-2523, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 301.82 FEET, THE CHORD OF WHICH BEARS SOUTH 63° 14' 21" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 23° 48' 19", A DISTANCE OF 125.40 FEET; THENCE NORTH 38° 16' 57" WEST, ALONG SAID RIGHT-OF-WAY AND RADIAL TO LAST DESCRIBED CURVE, A DISTANCE OF 15.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID N.E. DIXIE HIGHWAY, THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 51° 43' 03" EAST, A DISTANCE OF 19.71 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 108.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 11' 14", A DISTANCE OF 43.71 FEET TO A POINT ON THE AFOREMENTIONED NORTH LINE OF SAID SECTION 32; THENCE SOUTH 89° 12' 32" EAST ALONG SAID LINE, A DISTANCE OF 77.10 FEET TO THE POINT OF BEGINNING.

STATE OF FLORIDA
MARTIN COUNTY

THIS IS TO CERTIFY THAT THE FOREGOING 7 PAGES IS A TRUE AND CORRECT COPY OF THE ORIGINAL.

MARSHA EWING, CLERK

BY D. Bettinelli D.C.

DATE 6-30-11

CIRCUIT COURT MARTIN COUNTY, FLORIDA

4A

CITY OF STUART, FLORIDA
COMMISSION MEETING
AGENDA ITEM REQUEST

Meeting Date: 6/27/2011 **Prepared by:** Paul J. Nicoletti

Ordinance/Resolution No. 54-2011

Title of Item:

Acceptance of Deeds and Approval to Issue Deed for the Haney C
reek Parcels

Summary Explanation/Background Information on Agenda Request:

After looking at the calendar, and our proposed Closing date, Steve Fry and I agreed that we should obtain approvals, in anticipation of the Closing with TCoast Holdings, Inc. for the deeds that will be conveyed at Closing. In addition, the City Commission must approve the conveyance of the deed for the Flag Lot to the City and County, jointly.

Funding Source:

Infrastructure Sales Tax

Recommended Action:

Approve Resolution No. 54-2011

6/24/2011

X _____

Department Director

Click here to sign this section

City Attorney

6/24/2011

X _____

City Manager

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 3/23/2026 **Prepared by:** Lee Baggett

Title of Item:
APPOINTING A CITY MANAGER AND ADOPTING AN EMPLOYMENT CONTRACT (RC):

RESOLUTION No. 21-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA CONFIRMING THE APPOINTMENT OF MICHAEL A. GIARDINO AS CITY MANAGER AND AUTHORIZING AN EMPLOYMENT CONTRACT WITH THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
Pursuant to Section 2.01 of the City's Charter, the form of government adopted shall be a Commissioner-Manager Plan, and pursuant to Article III of the City's Charter, the City Commission shall appoint a City Manager, a charter officer, who shall be the administrative head of the municipal government.

The position of City Manager was vacated in October 2025, and a recruitment effort was initiated. The City Commission agreed that it would seek a full-time City Manager to fill that role, and thereafter advertised, screened, and interviewed candidates.

On March 9, 2026, the City Commission, via Resolution No. 17-2026, selected Michael A. Giardino as the next City Manager and directed the Interim City Manager and City Attorney to offer Mr. Giardino the City Manager position and to negotiate a suitable contract for consideration by the City Commission.

Funding Source:
City Manager's Office Budget.

Recommended Action:
Adopt R21-2026 as Presented.

ATTACHMENTS:
1. R21-2026 Confirming Appointment of City Manager and Authorizing Employment Contract
2. City Manager Contract- M.Giardino

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 21-2026

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

* * * * *

WHEREAS, pursuant to Section 2.01 of the City's Charter, the form of government adopted shall be a Commissioner-Manager Plan, and pursuant to Article III of the City's Charter, the City Commission shall appoint a City Manager, a charter officer, who shall be the administrative head of the municipal government; and

WHEREAS, the position of City Manager was vacated in October 2025, and a recruitment effort was initiated; and

WHEREAS, the City Commission agreed that it would seek a fulltime City Manager to fill that role, and thereafter advertised, screened, and interviewed candidates; and

WHEREAS, on March 9, 2026, the City Commission via Resolution No. 17-2026 selected Michael A. Giardino as the next City Manager and directed the Interim City Manager and City Attorney to offer Mr. Giardino the City Manager position and to negotiate a suitable contract for consideration by the City Commission.

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

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

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

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

Commissioner _____ 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:

	YES	NO	ABSENT	ABSTAIN
CHRISTOPHER COLLINS, MAYOR				
SEAN REED, VICE MAYOR				
EULA R. CLARKE, COMMISSIONER				
LAURA GIOBBI, COMMISSIONER				
CAMPBELL RICH, COMMISSIONER				

ADOPTED this 23rd day of March, 2026.

ATTEST:

_____
MARY R. KINDEL, MMC
CITY CLERK

_____
CHRISTOPHER COLLINS
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ.
CITY ATTORNEY

CITY OF STUART, FLORIDA

CITY MANAGER EMPLOYMENT CONTRACT

IN CONSIDERATION of the mutual agreements and promises herein, the CITY OF STUART, Florida, a municipal corporation ("City"), employs MICHAEL A. GIARDINO as City Manager on an "at will" basis for an indefinite period, beginning on the 27th day of April, 2026 (“Initial Employment Date”), and terminating as provided herein as follows:

1. This Agreement shall serve as the employment contract between the City of Stuart and Mr. Giardino, who will serve “at will” as its City Manager. Mr. Giardino shall serve as City Manager, under the terms established herein, to perform the duties and functions specified in the City's Charter and the City Code of Ordinances and to perform such other legally permissible and proper duties and functions as the City Commission shall assign. As City Manager, Mr. Giardino shall use his best efforts to represent the City, and he shall be responsible directly to the City Commission as provided in Sections 3.04 and 3.05 of the City Charter, and he shall work with the City staff, as required by the City Commission, and in accordance with applicable laws and ordinances.

2. The City’s employment of Mr. Giardino shall be effective upon the approval of this Agreement and continue thereafter pursuant to the terms of this Agreement. For the performance of services pursuant to the Agreement, the City agrees to pay Mr. Giardino an annual base salary of $195,000.00, payable in installments at the same time as other City employees are paid for the performance of services pursuant to this Agreement. Mr. Giardino shall be entitled to an increase in salary based upon any cost of living and merit adjustments approved by the City Commission or approved in the budget at the same level as provided to other non-bargaining City employees each year. Absent affirmative action to the contrary, Mr. Giardino shall be deemed to have met the performance criteria necessary to meet the merit requirements.

3. Mr. Giardino shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge, and skills necessary to faithfully perform his duties under this Agreement. Mr. Giardino may, however, engage in educational and professional activities and other employment activities provided that such activities shall not interfere with his primary obligation to the City as its City Manager. Upon such an event, Mr. Giardino shall notify the City’s Human Resources Department of any employment activities outside the scope of City Manager and he shall complete any applicable secondary employment forms.

4. In addition to any other pension or retirement benefits provided by the City, on or just after each January 1st, during the period of employment, the City shall pay into a qualified deferred income retirement account selected by Mr. Giardino, an amount equal to ten percent (10%) of Mr. Giardino's total annual base salary. Said funds shall be accessible to Mr. Giardino under the same federal rules and guidelines as for any other qualified retirement account.

5. The City Commission may terminate Mr. Giardino's employment with or without cause at any time. Should Mr. Giardino be terminated by the City for any reason other than "with cause", his employment shall terminate when directed by the City Commission, and for the longest period permitted by law thereafter, he shall be entitled to severance as follows: a severance payment equal to twenty (20) calendar weeks of his current annual base salary pursuant to Section 215.425, Florida Statutes. However, any severance pay shall be conditioned upon Mr. Giardino executing a general release of any and all claims drafted by the City Attorney. As used herein, "with cause" shall include: (a) gross negligence in handling of City affairs; (b) willfully disregarding a direct and lawful order, demand or public policy of the City Commission; (c) drug or alcohol abuse; (d) conviction of a felony; (e) conviction of a crime involving moral turpitude or relating to official duties; or (f) found to have committed an ethics violation by the State of Florida Ethics Commission. In addition, Mr. Giardino may voluntarily terminate (resign or retire) his employment with the City at any time, upon 45 days written notice, but he shall not be entitled to any severance pay.

6. The City shall be responsible for the direct payment of Mr. Giardino's dues to the International City/County Management Association, the Florida City & County Management Association, and any other professional organization approved in the City's annual budget.

7. Except as otherwise provided herein, the City shall provide Mr. Giardino with the same employment benefits as are provided to City Department Directors, including but not limited to, cellular telephone and tablet stipends and such other benefits and privileges as may change from time to time. Such employment benefits shall include, but shall not be limited to health insurance, leaves, Paid Time Off ("PTO"), travel expenses, and the like, all as provided in the City's Personnel Policies. However, health insurance, dental insurance, vision insurance and access to the Employee Health Center shall be immediately available to Mr. Giardino on his Initial Employment Date. In addition, Mr. Giardino shall earn the maximum accrual of 240 hours of PTO per year consistent with the accrual method afforded to other full-time City employees. However, Mr. Giardino shall begin to accrue PTO on his Initial Employment Date. Upon his Initial Employment Date, Mr. Giardino shall immediately receive eighty (80) hours of PTO into his leave bank.

8. This Agreement is for personal services, and it may not be subcontracted, or assigned or transferred by Mr. Giardino, except that Mr. Giardino shall be free to appoint an acting city manager in his absence.

9. During the period of employment, Mr. Giardino shall continue to receive five hundred ($500.00) dollar per month automobile allowance, payable by the City on a bi-weekly basis, in accordance with standard payroll schedules, which shall be provided to Mr. Giardino in accordance with current IRS Regulations. Mr. Giardino agrees to utilize his

personally owned vehicle (POV) in the performance of City Manager duties within the local area. City agrees to reimburse Mr. Giardino at the standard IRS mileage rate for any official use of his POV outside the local area. The local area is defined as anywhere within a fifty-mile radius of the City Hall. In the event of a declared emergency, or in lieu of the IRS rate for mileage as described above, Mr. Giardino may utilize a City owned vehicle in the performance of his duties.

10. This Agreement shall become effective on the date first written above, subject to its approval by the City Commission, execution by the parties, and Mr. Giardino taking an appropriate oath of office.

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

CITY MANAGER

_____
MICHAEL A. GIARDINO

ATTEST:

_____
MARY KINDEL, CITY CLERK

CITY OF STUART, FLORIDA

_____
CHRISTOPHER COLLINS, MAYOR

Approved as to Form and Sufficiency:

_____
LEE J. BAGGETT, CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 3/23/2026 **Prepared by:** Lee Baggett, Roz Johnson

Title of Item:
SEPARATE VOTE OF COLA AND MERIT RAISES FOR CITY EMPLOYEES (RC):

RESOLUTION No. 22-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUIRING COST OF LIVING INCREASES AND MERIT RAISES FOR THE CITY'S NON-BARGAINING UNIT EMPLOYEES BE SUBJECT TO A SEPARATE VOTE BY THE CITY COMMISSION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
Pursuant to Section 6.02 of the City of Stuart Code of Ordinances and Florida Statutes §200.065, the City Commission is required to adopt an annual budget for the City before October 1 of each year.

The cost of living increases and merit raises for the City's non-bargaining unit employees have been approved in the past within the annual budget adoption.

The City Commission desires to have a separate vote via resolution on the cost of living increases and merit raises for the City's non-bargaining unit employees.

Funding Source:
N/A

Recommended Action:
Approve Resolution 22-2026.

ATTACHMENTS:
1. R22-2026 Separate Vote of COLA and Merit Raises to City Employees

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 22-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUIRING COST OF LIVING INCREASES AND MERIT RAISES FOR THE CITY'S NON-BARGAINING UNIT EMPLOYEES BE SUBJECT TO A SEPARATE VOTE BY THE CITY COMMISSION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, pursuant to Section 6.02 of the City of Stuart Code of Ordinances and Florida Statutes §200.065, the City Commission is required to adopt an annual budget for the City before October 1 of each year; and

WHEREAS, the cost of living increases and merit raises for the City's non-bargaining unit employees have been approved in the past within the annual budget adoption; and

WHEREAS, the City Commission desires to have a separate vote via resolution on the cost of living increases and merit raises for the City's non-bargaining unit employees.

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

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

SECTION 2: Starting in the current fiscal year and hereafter, the cost of living increases and merit raises of the non-bargaining unit employees of the City shall be subject to a separate vote via resolution.

SECTION 3: This Resolution shall be effective immediately upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
CHRISTOPHER COLLINS, MAYOR				
SEAN REED, VICE-MAYOR				
EULA R. CLARKE, COMMISSIONER				
LAURA GIOBBI, COMMISSIONER				
CAMPBELL RICH, COMMISSIONER				

ADOPTED the 23rd day of March, 2026.

ATTEST:

_____
MARY R. KINDEL, MMC
CITY CLERK

_____
CHRISTOPHER COLLINS
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 3/23/2026 **Prepared by:** Jodi Nentwick

Title of Item:
INTENTION TO ABANDON A PORTION OF MARINA COVE DEVELOPMENT RIGHT-OF-WAY (ROW) (RC):

RESOLUTION No. 23-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA DECLARING PURSUANT TO CHAPTER 36 OF THE CODE OF ORDINANCES OF THE CITY OF STUART, FLORIDA THE INTENTION OF THE CITY COMMISSION TO ABANDON AND TO SET PUBLIC HEARINGS IN THE CITY COMMISSION CHAMBERS TO CONSIDER THE ABANDONMENT OF A 25' WIDE PUBLIC RIGHT-OF-WAY WITHIN THE CITY, LOCATED ON THE WEST SIDE OF NW DIXIE HIGHWAY, SITUATED BETWEEN NW POINSETTIA STREET TO THE NORTH AND NW OLEANDER STREET TO THE SOUTH, MORE CLEARLY DESCRIBED IN EXHIBIT "A" ATTACHED; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
The City's Public Works Department has reviewed the request and determined that the continued use of the Right-of-Way is no longer in the public's best interest. As such, the department does not object to the abandonment of the City's interest in the Right-of-Way.

The procedure for abandoning City-owned Right-of-Way is outlined in Section 36-3 of the City's Code of Ordinances, which requires the City Commission to first adopt a Resolution declaring its intent to abandon the Right-of-Way.

The vacation or change of any street, alley, road, or public way must be accomplished by Ordinance. Prior to vacating any street or portion thereof, or narrowing any street, avenue, or alley, the City Commission must first pass a Resolution declaring its intention to do so. The City Commission may include in a single Ordinance the renaming, vacation, or narrowing of more than one street, avenue, or alley.

Funding Source:
N/A

Recommended Action:
Move to approve Resolution No. 23-2026, a declaration of interest to abandon certain Right-of-Way within the City's limits.

ATTACHMENTS:
1. Resolution 23-2026 Marina Cove ROW Abandonment
2. Riverside Park Plat
3. Code of Ordinances Chapter 36-Streets, Sidewalks, and Other Public Places

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 23 -2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA DECLARING PURSUANT TO CHAPTER 36 OF THE CODE OF ORDINANCES OF THE CITY OF STUART, FLORIDA THE INTENTION OF THE CITY COMMISSION TO ABANDON AND TO SET PUBLIC HEARINGS IN THE CITY COMMISSION CHAMBERS TO CONSIDER THE ABANDONMENT OF A 25' WIDE PUBLIC RIGHT-OF-WAY WITHIN THE CITY, LOCATED ON THE WEST SIDE OF NW DIXIE HIGHWAY, SITUATED BETWEEN NW POINSETTIA STREET TO THE NORTH AND NW OLEANDER STREET TO THE SOUTH, MORE CLEARLY DESCRIBED IN EXHIBIT "A" ATTACHED; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * * * *

WHEREAS, the City has received a request for abandonment relating to the public right-of-way described below that conforms to the requirements of Chapter 36 of the Code of Ordinances of the City of Stuart, Florida.

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

SECTION 1: The purpose of this resolution is to state the intention of the City Commission to abandon a portion of public right-of-way and to set public hearings before the City Commission at its regular meeting in the City Commission Chambers to consider the abandonment of the subject property within Martin County, Florida:

SECTION 2: A sketch depicting the subject right-of-way is attached hereto as Exhibit "A".

SECTION 3: This resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing ordinance and moved its adoption.

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

	YES	NO	ABSENT	ABSTAIN
CHRISTOPHER COLLINS, MAYOR				
SEAN REED, VICE MAYOR				
EULA R. CLARKE, COMMISSIONER				
LAURA GIOBBI, COMMISSIONER				
CAMPBELL RICH, COMMISSIONER				

ADOPTED this ___ day of _____, 2026.

ATTEST:

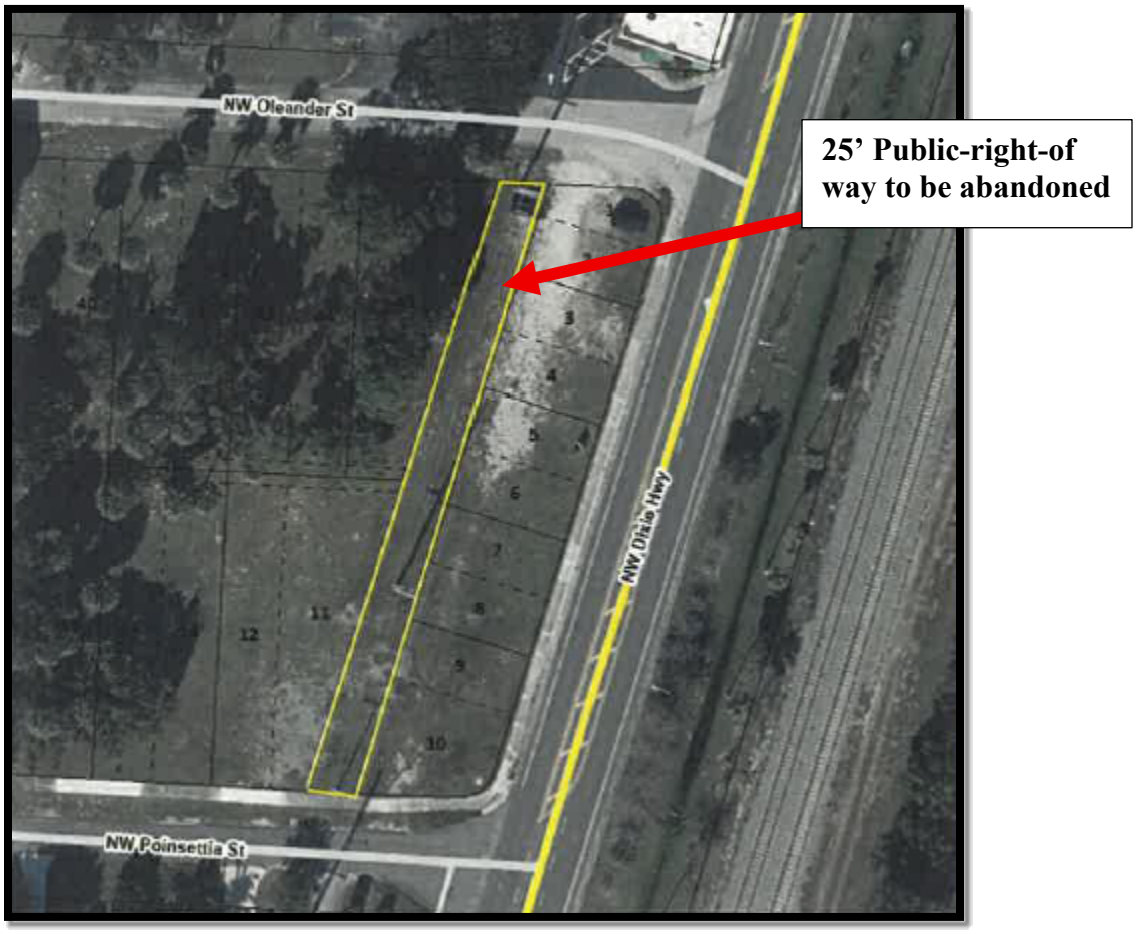
_____
MARY R. KINDEL
CITY CLERK

_____
CHRISTOPHER COLLINS
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ.
CITY ATTORNEY

Exhibit "A"


NW Oleander St
25' Public-right-of way to be abandoned
NW Dixie Hwy
NW Poinsettia St

S.L.C. 4-98

RIVERSIDE PARK

LOCATED AT

Stuart, Fla.

ST. LUCIE COUNTY

SCALE 1"=100' FEB. 1925

THIS IS A TRUE COPY OF THE ORIGINAL PLAT OF RECORD OF RIVERSIDE PARK, PLAT BOOK 4, PAGE 98, ST. LUCIE COUNTY, (NOW MARTIN COUNTY, FLORIDA.) WITH SEVERAL CALCULATED DISTANCES SHOWN WHERE ORIGINAL PLAT WAS ILLEGIBLE AND ONE EVIDENT ERROR NOTED.

James E. Brock
REG. LAND SURVEYOR
FLA. CERT. NO. 688
DATE:- SEPT. 21, 1956

FILED FOR RECORD THIS 26 DAY OF MARCH, A.D. 1925 AT 4 O'CLOCK P.M. AND RECORDED IN VOL 4 AT PAGE 98 OF PLATS RECORD, AND VERIFIED

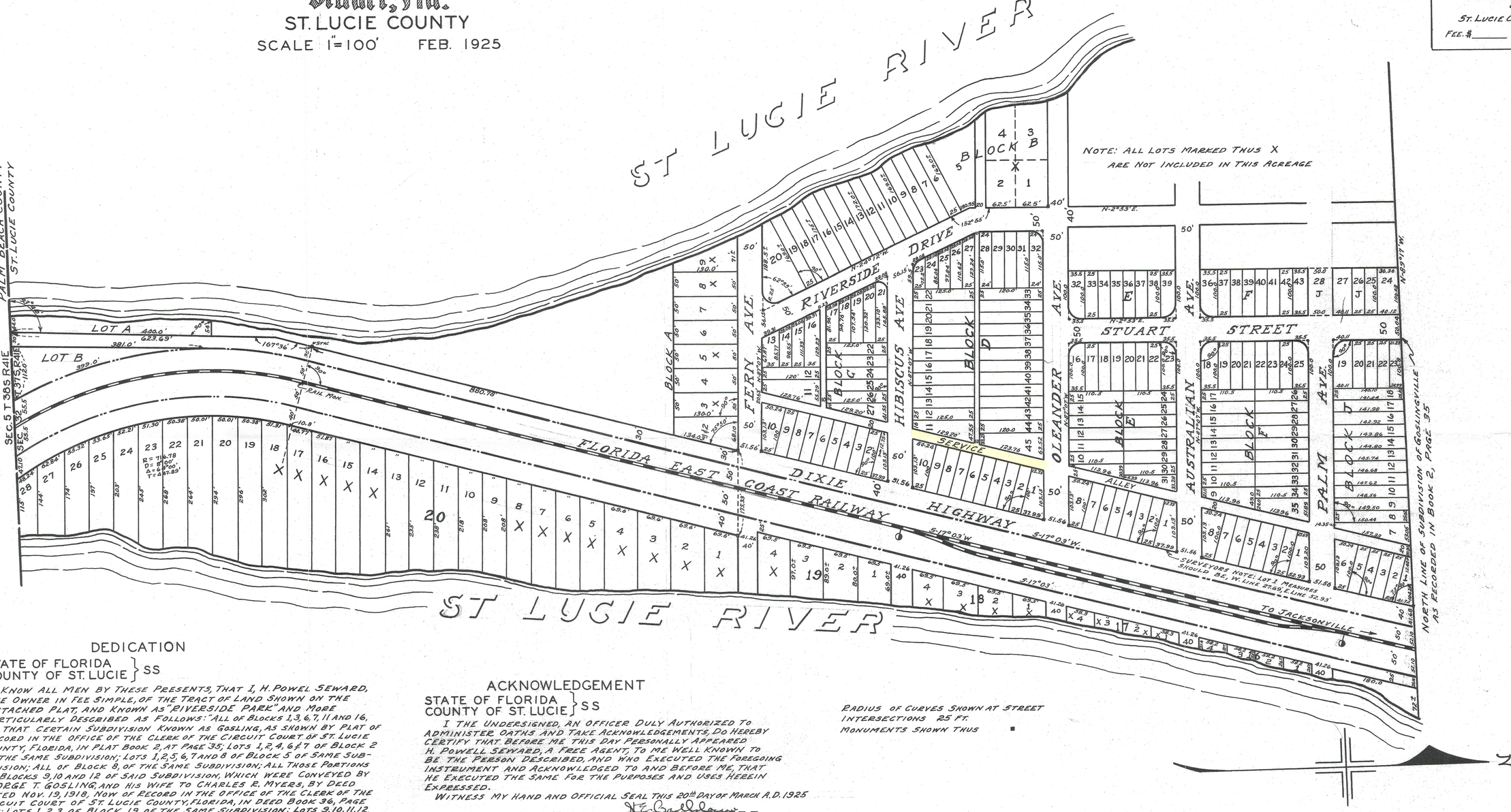
P.C. ELDRED
CLERK OF CIRCUIT COURT

BY _____ COUNTY CLERK.

ST. LUCIE COUNTY, FLORIDA.

FEE. $_____

(Seal)


ST LUCIE RIVER
PALM BEACH COUNTY
ST. LUCIE COUNTY
SEC. 5 T 38S R41E
SEC. 32 T 37S R41E
LOT A 400.0' 623.69'
LOT B 393.0'
381.0'
167°36'
880.78
R.R. Mon.
FLORIDA EAST COAST RAILWAY
DIXIE HIGHWAY
S 17° 03' W
S 17° 03'
BLOCK A
BLOCK G
BLOCK D
BLOCK E
BLOCK F
BLOCK B
RIVERSIDE DRIVE
FERN AVE.
HIBISCUS AVE
OLEANDER AVE.
AUSTRALIAN AVE.
PALM AVE.
STUART STREET
ALLEY
SEWICE
N-2°33'E.
N-2°33'E.
N-2°33'E.
N-2°33'E.
N-2°24'12"W.
N-2°24'12"W.
N-2°33'E.
N-2°33'E.
N-2°33'E

Chapter 36 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE I. IN GENERAL

Sec. 36-1. Obstructing.

No person shall place any wares, merchandise or other personal property upon the sidewalks or streets within the city which obstructs or in any way impairs the free use of the public in and to the sidewalks or streets.

(Code 1981, § 14-1; Code 1995, § 70-1)

Sec. 36-2. Privilege fee for abandoning public property.

(a) There is hereby established a privilege fee, payable by any person petitioning the city for the abandonment and vacation of the interests of the city in and to any real property or street, alleyway, road, highway or other place used for travel, or any portion thereof; such fee to be deposited into the city property management fund to be used exclusively for the acquisition, operation and maintenance of other public properties of the city.

(b) The privilege fee shall be determined and fixed by computing 100 percent of the value added to the adjoining real property of the petitioner by the resulting addition of the interest abandoned by the city; the value added to be determined by the appraisal of a qualified, registered real estate appraiser who practices in the county; such appraisal shall be ordered by the city but shall be paid for by the petitioner in addition to any privilege fee payable. The resulting 100 percent computation shall be established for the fee herein provided for, but in no event shall the privilege fee payable be less than the amount as currently established or as hereafter adopted by resolution of the city commission from time to time in appendix A to this Code.

(c) This privilege fee shall not apply to petitions made by the original gratuitous donor of the city's interest to be abandoned nor when F.S. § 255.22, or a reverter clause in the instrument of conveyance to the city shall take effect.

(d) The privilege fee hereby imposed may, upon proper application, be waived by the city commission in its discretion upon a showing that the abandonment will benefit the public and city residents at large and not the adjoining landowners exclusively.

(Code 1981, § 14-7; Code 1995, § 70-7; Ord. No. 1971, § 1, 2-23-2004)

Sec. 36-3. Vacation or change of name of streets, alleys, etc.

(a) *Ordinance, resolution required.* The vacation or change of name of any street, alley, road or public way shall be accomplished by ordinance. The city commission, in vacating any street or part of a street or changing the name of any street, may include in one ordinance the change of name or vacation or narrowing of more than one street, avenue or alley, but before vacating any street or part thereof, or narrowing any street, the city commission shall first pass a resolution declaring its intention to do so.

(b) *Notice requirement and expenses.* The person applying for a vacation, alteration or change of name of a street, road, avenue or alley shall bear the expense and responsibility of providing due public notice of the time, place and purpose of the hearing to be held on the application to all persons whose property abuts

upon the portion of the street, road, avenue or alley to be directly affected by the vacation, alteration or change of name.

(c) *Service of notice by mail.* Notice of road, street or alley abandonment, vacation, alteration and name change shall be furnished to all persons whose property abuts upon that portion of such public way affected by a proposed abandonment, vacation, alteration or name change by certified mail, return receipt requested, to be mailed no later than ten days prior to the date the public hearing which shall be the second reading of an ordinance vacating, altering or changing the name of such public way. The notice so mailed shall be a true and correct copy of the resolution adopted by the city commission clearly setting forth the location of the affected public way and the time, date, and place of the public hearing (second reading of the ordinance) on the abandonment, vacation, alteration, or name change.

(d) *Publication of resolution.* The resolution shall also be published in the legal advertisement classified section in a newspaper of general circulation in the city no earlier than seven calendar days prior to the public hearing.

(e) *Signage.*

(1) The beginning area of the abandonment, location, alteration or change of name as well as its point of termination shall both be posted with signs facing perpendicular to the right-of-way, in plain view of traffic, each being no smaller than 24 inches by 36 inches, which shall be captioned by the following language in bold print:

NOTICE

THIS ROAD IS SUBJECT TO (ABANDONMENT) (ALTERATION) (NAME CHANGE)
BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA. PLEASE
READ THE NOTICE ON THIS SIGN FOR FURTHER INFORMATION.

(2) The signs shall have affixed in weatherproof transparent coverings a copy of the required resolution. The signs shall be clearly visible from the nearest right-of-way other than that sought to be abandoned, altered or otherwise changed.

(3) The sign shall be so displayed for 15 continuous days prior to the scheduled hearing.

(f) *Closure.* The act of the city commission in closing or abandoning any road, alleyway, or street, or in renouncing or disclaiming any rights in any land delineated on any recorded map as a road, alleyway or street, shall abrogate the easement theretofore owned, held, claimed or used by or on behalf of the public and the title of fee owners shall be freed and released therefrom. If the fee of the road, alleyway or street space had been vested in the city, the same will be thereby surrendered and will vest in the abutting fee owners to the extent and in the same manner as in case of termination of an easement for road purposes.

(Code 1981, § 14-8; Code 1995, § 70-8)

Charter reference(s)—Vacation of streets, art. IX.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 3/23/2026 **Prepared by:** Susej Meleqi

Title of Item:
PERMISSION TO SUBMIT A COMMENT LETTER TO THE UNITED STATES ARMY CORP OF ENGINEERS ON THE NOTICE OF INTENT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT (EIS) TO SUPPORT THE CENTRAL EVERGLADES PLANNING PROJECT (CEPP) OPERATIONAL PLAN (PHASE 1) BY THE DEADLINE OF MARCH 31, 2026, AT 5 P.M.

Summary Explanation/Background Information on Agenda Request:
RUTH HOLMES, ENVIRONMENTAL ATTORNEY, IS SEEKING PERMISSION TO SUBMIT A COMMENT LETTER TO THE UNITED STATES ARMY CORP OF ENGINEERS ON THE NOTICE OF INTENT TO PREPARE AN ENVIRONMENTAL IMPACT STATEMENT (EIS) TO SUPPORT THE CENTRAL EVERGLADES PLANNING PROJECT (CEPP) OPERATIONAL PLAN (PHASE 1) BY THE DEADLINE OF MARCH 31, 2026, AT 5 P.M.

Funding Source:
N/A

Recommended Action:
Provide letter authorization.

ATTACHMENTS:

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 3/23/2026 **Prepared by:** Jodi Nentwick

Title of Item:
BRIGHTLINE PARKING IMPLICATIONS AND POTENTIAL COURTHOUSE PARKING IMPACTS

Summary Explanation/Background Information on Agenda Request:
At the February 23, 2026, City Commission meeting, Mayor Collins requested that staff provide a formal presentation regarding the impact on the current parking arrangements and potential issues related to expanding the parking lot at the existing courthouse in relation to the Brightline Station.

Funding Source:
N/A

Recommended Action:
Discussion and Deliberation from the City Commission.

ATTACHMENTS:
1. Regular City Commission Meeting Minutes 2-23-2026

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
FEBRUARY 23, 2026
AT 5:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

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

ADMINISTRATIVE

Interim City Manager, Roz Johnson Strong
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel

ROLL CALL

5:31 PM

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

INVOCATION

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

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

Commissioner Rich

- Provided a brief update on the Florida Legislature and the Florida League of Cities position on the ad valorem property tax elimination, Senate Bill 840, Infill Redevelopment Act SB 1435, and House Bill 833.
- Commented on an article dated February 16, 2026, in the Stuart News regarding the resignation of the former finance director. Proposed a motion for an investigation.

5:40 PM MOTION: To instruct the City Attorney to hire an outside firm to conduct an investigation of the veracity of the comments made by Mr. Boglioli, and to determine if there were any criminal, illegal, or violations of the Code of Conduct by any Commissioner or Commissioners.
MOVED BY: Campbell Rich
SECONDED BY: None
MOTION FAILED, DIED FOR LACK OF SECOND.

Mayor Collins reported on the occurrences and is interested in knowing what illegal or unethical directions were given. Requested the Interim City Manager provide information on the staff.

Roz Johnson Strong, Interim City Manager, noted the three recent resignations in the Finance Department and noted that the City has brought on a temporary finance manager to assist with tasks: timekeeping, ADP software implementation, audits, and reconciliations. Recruitment is ongoing for a Finance Director and Senior Accountant and the shift in that department has been from a remote, part-time setup to having local, highly qualified team members.

Commissioner's comments continued:

Commissioner Clarke

- Discussed the plans for a Florida Emancipation Day program that will be held on May 20th to celebrate the end of slavery in Florida in 1865. Asked for approval from the board to plan and organize the event in the City.

5:50 PM Motion: Approval from the board to plan and organize the Florida Emancipation Day program for the 2026 event in the City of Stuart.
MOVED BY: Eula Clarke
SECONDED BY: Laura Giobbi
Motion approved unanimously.

Vice Mayor Reed

- Commented that he received an email on Martin Arts High School but will wait to see if it comes before the board.
- Commented on the Metropolitan Planning Organization (MPO) of Martin County's agenda item that involved a sidewalk project in Jensen Beach, despite multiple petitions from residents opposing the project, the motion was passed. Felt the residents' concerns were ignored and issues such as non-conforming residential houses blocking sidewalks will cause code enforcement problems.
- Commented that he would like to see resolve of the ongoing issues in the City such as with the Rudges, Janine Alexander, the Hamiltons, and the Leonard Property.
- Suggested a Resolution come before them on allowing backyard chickens.

Mayor Collins

- Asked the Interim City Manager about the letter to the County for union negotiations.
- Requested a D&D on half-cent sales tax priorities for the next Commission Meeting.

- Commented on the School Board Meeting comments in reference to the Arts Council property and this goal is to prevent the property from being developed and to preserve it as a green space.
- Requested having Brightline implications on the next agenda as a formal presentation on current parking arrangements and potential issues for parking lot expansion.
- Requested having a D&D on the ongoing cost, grant timeline and correspondence timeline related to the FEC leases. [Vice-Mayor Reed suggested an FEC representative attend the meeting.]
- Requested at the March 23rd meeting, a D&D on the cost-of-living rate being separated out in the budget for transparency, with a separate presentation and approval process.
- Requested at the March 23rd meeting to mention a potential resolution regarding the current City Hall site, with plans for a public conversation and a possible workshop, guided by input from staff and polling data along with Candace Callahan of Stuart Main Street, to offer up what could be done on the current City Hall site.
- Commented on the backyard chickens and that he supports the idea of allowing chickens in backyards (without roosters) and requested a Resolution to be drafted on the issue.

COMMENTS BY CITY MANAGER

Interim City Manager Johnson Strong

- Requested support for funding tickets to the upcoming Environmental Stewardship Awards Banquet on April 30th at Willoughby Golf Club, where the
  City will be recognized for several environmental initiatives. The total cost for City officials to attend is $1,110.00 and funds are budgeted. The City will receive awards for projects such as the Gateway Signage Project, Utility Box Wraps, the Stormwater Calendar, and Vertical Oyster Gardens. Requested Commissioner's availability. [Commissioner consensus of approval.]
- Highlighted employee achievement's and detailed "What's Good?" in the City; Devin Paine (Utilities and Engineering) earned a Class A Distribution System Operator License, Brad Livecchi (Utilities and Engineering) moved up from Utility Service Worker to a full operator and earned his Class B license, Debbie Smith (HR) earned a professional certification in payroll, and the City Clerk’s Office processed 169 public records requests in just 32 business days.

APPROVAL OF AGENDA

6:11 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. William Rudge - Stuart; Commented on his past inquiries and demanded an investigation pertaining to Mike Mortell.
2. Janine Alexander - Gainesville; Reviewed timeline of her case. Provided a handout for the Commission.

3. Mr. Kim Coffey - Riviera Beach; friend of Janine Alexander, spoke on her behalf and reviewed the events of the case.
4. Gwendolyn Hall-Brinkley - Stuart; Commented on the last Commission Meeting and the disrespect the Commissioners showed each other on the dais; mentioned a Facebook post of mockery, feels an investigation should be done because the City has gone too far and the City deserves better representation.
5. Caryn Hall (Yost-Rudge) - Stuart; Commented on an email to Mike Mortell after he was let go and stated she felt strongly he should have been let go with cause.
6. Nancy Turrell - Stuart; Executive Director for the Martin County Arts Council, related to Mayor's comments, requested an opportunity to lease with an option to purchase with deed restriction to keep for public use. Happy to present or meet with Commissioners.

APPROVAL OF CONSENT CALENDAR

1. APPROVAL OF 02/09/2026 CCM MINUTES (RC)

2. AWARD OF ITB 2026-101 - YARD WASTE PROCESSING AND DISPOSAL (RC):

RESOLUTION No. 14-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING THE AWARD OF INVITATION TO BID NO. 2026-101, CITY OF STUART YARD WASTE PROCESSING AND DISPOSAL, TO SOUTH EAST MOWING, LLC, THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A UNIT PRICE OF $9.50 PER CUBIC YARD; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

6:29 PM MOTION: Approve.
MOVED BY: Eula Clarke
SECONDED BY: Campbell Rich
Motion approved unanimously.

ORDINANCE FIRST READING

3. 400 S.E. OSCEOLA STREET REZONE TO COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2549-2026; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING A +/-0.45 ACRE PARCEL LOCATED AT 400 S.E. OSCEOLA STREET WITHIN THE COMMUNITY REDEVELOPMENT AREA SPECIAL DISTRICT, FOR PROPERTY LEGALLY DESCRIBED AS LOTS 23, 24 AND 25, BLOCK 1, STYPMANN'S SUBDIVISION, FROM R-3 – RESIDENTIAL MULTI-FAMILY/OFFICE ZONING DESIGNATION TO COMMERCIAL PLANNED UNIT DEVELOPMENT DESIGNATION AND ADDING BARBERSHOP, BEAUTY SALONS, AND SPECIALTY SALONS AS ALLOWABLE USES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Mayor Collins recused himself from this agenda item due to his personal friendship and professional relationship with Mr. Benedetti, whom is his business landlord. The Mayor acknowledged that this does not create a conflict of interest, but he chose to recuse himself to avoid any appearance of impropriety, following the City Attorney's legal advice and Florida Statute.

Lee Baggett, City Attorney, confirmed that, under Florida Statute 286.012, the Mayor may abstain from voting in a quasi-judicial proceeding to ensure fairness, even though it is not legally required. The Mayor seeks board approval for his recusal and suggests that if the board prefers, he will fully recuse himself and leave the room.

Vice Mayor Reed questioned the practice, expressing that over the past ten years, he felt previously elected officials with similar personal ties did not recuse themselves. Commissioner Clarke commented that there have been Commissioner voting conflicts and the proper procedures were followed; noted the City Clerk to investigate it. Vice Mayor Reed inquired with the City Attorney a hypothetical scenario in which a quorum could not be met based on voting conflicts. City Attorney Baggett noted he would get back to him with an answer.

Hearing began; City Attorney Baggett swore in two (2) people; Jodi Kugler, Development Director, and Michael Beneditti, Owner/Applicant.

Jodi Kugler, Development Director, presented the proposed project.

Michael Beneditti, Applicant, presented his proposed plan, the conformation to the area, and the aesthetics.

Commissioner discussion included the zoning requirements.

PUBLIC COMMENT:

1. Paige Benedetti - Stuart; Commented on the ideas behind their request, to encourage small businesses.

6:53 PM MOTION: Move Ordinance No. 2549-2026 to second reading and ask that the Interim City Manager meet with staff to discuss a reimbursement of a portion of the fees paid by the applicant.
6:57 PM AMENDED MOTION: Move this to the next reading.
MOVED BY: Laura Giobbi
SECONDED BY: Sean Reed
VOTE: Motion passed 4/0.
YES: Eula Clarke, Campbell Rich, Laura Giobbi, Sean Reed
ABSTAIN: Christopher Collins

4. AVONLEA COMMERCIAL CORNERS EAST MAJOR AMENDMENT TO THE NEW AVONLEA PUD FOR PARCEL D (LOT 11)

ORDINANCE No. 2550-2026; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, PROVIDING FOR THE THIRD AMENDMENT OF THE “NEW AVONLEA PLANNED UNIT DEVELOPMENT” CONSISTING OF

12.40 ACRES ZONED RESIDENTIAL PLANNED UNIT DEVELOPMENT, 16.24 ACRES ZONED COMMERCIAL PLANNED UNIT DEVELOPMENT, AND 20.4 ACRES OF WETLAND/UPLAND PRESERVE ZONED RESIDENTIAL PLANNED UNIT DEVELOPMENT, BEING GENERALLY LOCATED BETWEEN NE DIXIE HIGHWAY TO THE SOUTH, LAND ON BOTH SIDES OF GREEN RIVER PARKWAY ON THE WEST, LAND ON BOTH SIDES OF CARDINAL AVENUE ON THE EAST AND THE CITY BOUNDARY TO THE NORTH, FOR PROPERTY LEGALLY DESCRIBED BY EXHIBIT "A" ATTACHED; AMENDING THE COMMERCIAL PLANNED UNIT DEVELOPMENT TO PROVIDE FOR THE APPROVAL OF THE MASTER PARCEL SITE PLAN FOR THE AVONLEA COMMERCIAL EAST PARCEL D (LOT 11) TO BE IDENTIFIED AS AVONLEA COMMERCIAL CORNERS EAST; PROVIDING FOR THE APPROVAL OF THE MASTER SITE OFF-SITE INFRASTRUCTURE PLAN FOR THE ENTIRE PLANNED UNIT DEVELOPMENT; PROVIDING FOR REVISED AND NEW DEVELOPMENT CONDITIONS APPROVAL FOR PARCEL D (LOT 11); PROVIDING FOR AMENDED AND NEW TIMETABLES FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Three (3) people sworn; Jodi Kugler, Development Director, Nik Schroth, Avonlea Applicant, and George Missimer, Colteur and Hearing, Landscape Architects, Land Planners, & Environmental Consultants.

Jodi Kugler presented the project including the notice requirements, location, future land use, master parcel plan, and proposed site and landscape plans on Lot 11.

George Missimer and Nik Schroth presented the history of the PUD.

Commission discussion included the extension of dates for PUD or master plan related to property development, specifically, to Parcel 10 and Parcel 11. Overall, the administrative details regarding the extension, technicalities in the plans, and environmental concerns related to the land.

PUBLIC COMMENT:

1. Emily Lanthier - Stuart; Opposed to the project; commented on concerns such as traffic, flooding, potential runoff, and environmental effects on neighboring wetlands and birds in the area.

7:47 PM MOTION: Move Ordinance No. 2550-2026 to Second Reading.
MOVED BY: Eula Clarke
SECONDED BY: Campbell Rich
Motion approved unanimously.

DISCUSSION AND DELIBERATION

ADJOURNMENT

7:50 PM

Mary R. Kindel, City Clerk

Christopher Collins, Mayor

Minutes to be approved at the Regular Commission Meeting this 9th day of March, 2026.