



AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

JUNE 22, 2026

AT 5:30 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

Mayor Sean Reed

Vice Mayor - VACANT

Commissioner Eula R. Clarke

Commissioner Laura Giobbi

Commissioner Campbell Rich

ADMINISTRATIVE

City Manager, Michael Giardino

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 06/08/2026 CCM MINUTES (RC)
2. AWARD OF ITB 2026-104 TO M&M ASPHALT MAINTENANCE INC (DBA ALL COUNTY PAVING) (RC):

RESOLUTION No. 46-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF ITB 2026-104, CITY OF STUART PAVEMENT MAINTENANCE ZONE-3 ASPHALT MILL/OVERLAY, POINT REPAIRS AND MICRO SURFACING PROJECT TO M&M ASPHALT MAINTENANCE INC (DBA ALL COUNTY PAVING) AS THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$161,357; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

3. PROJECT LIFT LEASE AGREEMENT (RC):

RESOLUTION No. 43-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY OF STUART AND PROJECT L.I.F.T., INC. FOR THE OPERATION OF THE FACILITY KNOWN AS "PROJECT LIFT" LOCATED AT 710 SE MARTIN LUTHER KING JR. BOULEVARD, STUART, FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

4. LETTER OF SUPPORT TREASURE COAST FOOD BANK SENIOR FOOD AND RESOURCE PROGRAM (RC):

RESOLUTION No. 45-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING LETTER OF SUPPORT TO GOVERNOR DESANTIS FOR 404 SPECIAL CATEGORIES GRANTS AND AIDS OLDER AMERICANS ACT PROGRAM; THE TREASURE COAST FOOD BANK SENIOR FOOD AND RESOURCE PROGRAM. THIS INVESTMENT IS CRITICAL TO REDUCING FOOD INSECURITY AND IMPROVING HEALTH OUTCOMES FOR OLDER ADULTS ACROSS INDIAN RIVER, MARTIN, ST. LUCIE, AND OKEECHOBEE COUNTIES; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

5. 1560 BOONE LLC., MAJOR AMENDMENT TO WINDEMERE POINT CPUD (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2546-2025; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO PHASE 3B OF THE "WINDEMERE POINT" COMMERCIAL PLANNED UNIT DEVELOPMENT, PROVIDING FOR AN AMENDMENT TO THE MASTER SITE PLAN TO AUTHORIZE THE DEVELOPMENT OF A 1,995 SQUARE FOOT POPEYE'S RESTAURANT WITH DUAL DRIVE-THROUGH LANES LOCATED AT THE SOUTHEAST CORNER OF N.W. WINDEMERE DRIVE AND NW FEDERAL HIGHWAY; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

6. BACKYARD CHICKENS IN CERTAIN RESIDENTIAL ZONING DISTRICTS (RC):

ORDINANCE No. 2552-2026; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AMENDING THE CITY'S LAND DEVELOPMENT CODE CHAPTER II – ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY, SECTION 2.06.00. – SUPPLEMENTAL USE STANDARDS TO ADD A NEW SECTION 2.06.24. BACKYARD CHICKENS IN CERTAIN RESIDENTIAL ZONING DISTRICTS AND TO AMEND THE CITY'S CODE OF ORDINANCES CHAPTER 8 – ANIMALS, ARTICLE I. IN GENERAL, SECTION 8.2. – LIVESTOCK PROHIBITED IN THE STUART'S CODE OF ORDINANCES, BY REMOVING CERTAIN PROVISIONS RELATED TO ALLOW BACKYARD CHICKENS IN CERTAIN RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR THE REPEAL OF PRIOR ORDINANCES AND RESOLUTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

DISCUSSION AND DELIBERATION

ADJOURNMENT

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

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

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

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

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

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

Meeting Date: 6/22/2026

Prepared by: Nina Mullin

Title of Item:

APPROVAL OF 06/08/2026 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Minutes.

ATTACHMENTS:

1. 06/08/2026 CCM Minutes

**MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
JUNE 8, 2026
AT 4:00 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

CITY COMMISSION

**Mayor Sean Reed
Vice Mayor - VACANT
Commissioner Eula R. Clarke
Commissioner Laura Giobbi
Commissioner Campbell Rich**

ADMINISTRATIVE

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

ROLL CALL

4:00 PM

PRESENT: 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 - BRENT MCAHREN, ART PRESENTATION

Brent McAhren presented various pictures of his art of murals, sculptures, and theatrical exhibits.

PROCLAMATIONS

2. GARDEN WEEK - JUNE 7 - 13, 2026

Mary Neal, President of the Garden Club of Stuart, accepted the Proclamation, introduced members of the club and presented their mission.

3. JUNETEENTH FREEDOM DAY - JUNE 19, 2026

Nina Dooley, President of The Afro-American Citizens of East Stuart Inc. (AACES), accepted the Proclamation, thanked the City for their partnership and announced an

upcoming event.

PRESENTATIONS

4. SERVICE AWARDS - JUNE 2026

Mayor Reed introduced, Flamur Zenelovic, Police Chief, who then recognized and introduced all Police Department employees being honored for their service to the City.

David Jacobson	Police Department	15 Years	Present
Bobby Holliday	U & E	15 Years	Not Present
Kenneth Leedham	Police Department	15 Years	Present
Brian Bossio	Police Department	15 Years	Not Present
Christopher Heitfeld	Police Department	15 Years	Present
Susej Meleqi	City Clerk	5 Years	Present
Michael Redstone	10th St Recreation	5 Years	Present
Jose Nieto	U & E	5 Years	Present
Brian Shing	U & E	5 Years	Present
Danielle Matteucci	Police Department	5 Years	Present
Deborah Arasim Smith	Human Resources	15 Years	Not Present

(Roz Johnson Strong accepted on Ms. Smith's behalf)

COMMENTS BY CITY COMMISSIONERS

Commissioner Rich

- Commented on his representation on the Florida League of Cities (FLC) board and reported discussions about the numbers expected in revenue loss if the Property Tax Reform Bill passes; stated the League is opposed to the bill.

Commissioner Giobbi

- Commented on the importance of citizen voting regarding the Property Tax Reform Bill.
- Thanked the residents for their support on the upcoming agenda item on backyard chickens.

Commissioner Clarke

- Appreciated the Arts Moment presenter, Brent McAhren, and thanked the community for their appreciation of the arts.

Mayor Reed (Provided comments after City Manager comments.)

- Thanked the City Manager for the audit information and for upholding transparency as a Mayor's Signature Log is now online to provide information on any administrative requests signed by the Mayor that are not included on an agenda.
- Noted that the Board's even number of members can result in tie votes on agenda items and recommended tabling those items for consideration at a later date.

COMMENTS BY CITY MANAGER

- Reported that the FY25 Audit has been adjusted to be completed by August 31, 2026.
- Announced on "What's good?" in the City, employee James Minor, Fire Department Battalion Chief, recently obtained his Master's Degree, Eileen Finley and Kaitlyn Brown graduated from the Florida Law Enforcement Analyst Academy, Class 40, and have become certified Crime Analysts.
- Reported on the budget preparations.
- Commented on a person who assisted with his move and who originally came to Stuart temporarily but has grown to love the community and now intends to stay permanently.

APPROVAL OF AGENDA

4:42 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. Jeff Krauskopf - Stuart; past Mayor; commented on some historical votes on projects such as Haney Creek, encouraged the Commission to move forward, better to lease property than to sell it. Offered a meeting with the members of the Commission to provide some historical context and ideas about revenue generation.
2. Robert Maions - Stuart; Stuart Motor Sports, commented on his Magistrate case.
3. Alan Marcus - Stuart; Sign contractor, commented on new permitting requirements regarding sign face and copy changes. He feels that the code didn't change but the interpretation did. (Mayor Reed asked for a Commissioner D&D)
4. Bob Zaccheo - Jensen Beach; Provided updates on Project Lift and thanked the Commission for their support.
5. Reginald Floyd and David Myers - Ft. Pierce; Introduced themselves as representatives of the Alpha Phi Alpha Fraternity Incorporation and gave an explanation of one of its chapters, Genesis Group 1906. Mr. Myers requested a welcome letter from the City in support of the chapter coming to the City of Stuart. (Mayor Reed received a unanimous board consensus for the letter of support.)
6. Mark Brechbill - Stuart; Commented on revenue funding ideas and suicide issues.
7. Cherie White - Exempt; Commented in reference to Mr. Marcus's public comment and explained that the zoning board, in the City of Port St. Lucie, was very instrumental in the sign code if reference is needed.

APPROVAL OF CONSENT CALENDAR

5. APPROVE 05/26/2026 CCM MINUTES (RC)

6. COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND PALM

BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (RC)

RESOLUTION No. 39-2026: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RATIFYING THE THREE-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF STUART AND PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (POLICE LIEUTENANTS), EFFECTIVE OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2028; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

7. CALLING THE 2026 MUNICIPAL ELECTION (RC):

RESOLUTION No. 42-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CALLING THE PRIMARY MUNICIPAL ELECTION FOR AUGUST 18, 2026; PROVIDING FOR EARLY VOTING BEGINNING ON AUGUST 8, 2026 AND ENDING ON AUGUST 15, 2026 AT THE SUPERVISOR OF ELECTIONS OFFICE, 135 SE MARTIN LUTHER KING, JR. BOULEVARD, STUART, FL; AND PROVIDING FOR VOTING AT REGULAR PRECINCTS ON ELECTION DAY; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

5:08 PM MOTION: Approve.
MOVED BY: Campbell Rich
SECONDED BY: Eula Clarke
Motion approved unanimously.

COMMISSION ACTION

8. ILA BETWEEN CITY AND SCHOOL BOARD OF MARTIN COUNTY FOR PHOENIX CURRICULUM (RC):

RESOLUTION No. 41-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART POLICE DEPARTMENT TO PROVIDE SERVICES TO THE MARTIN COUNTY SCHOOL BOARD FOR TEACHING THE PHOENIX CURRICULUM AT SPECTRUM ACADEMY, J.D. PARKER ELEMENTARY SCHOOLS, AND ANY OTHER MARTIN COUNTY SCHOOL WITHIN THE CITY REQUESTING THE CURRICULUM; AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN MARTIN COUNTY SCHOOL BOARD AND THE CITY OF STUART FOR THE STUART POLICE DEPARTMENT YOUTH CRIME PREVENTION/INTERVENTION PROGRAM; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Police Chief Zenelovic briefly reviewed the Resolution, discussed the expansion of the drug and gang activity prevention program, and explained that the Resolution includes minor language revisions for clarity.

5:12 PM MOTION: Approve.
MOVED BY: Laura Giobbi
SECONDED BY: Eula Clarke
Motion approved unanimously.

ORDINANCE SECOND READING

- 9. (CONTINUED TO A DATE CERTAIN OF JUNE 22, 2026 CCM) 1560 BOONE LLC., MAJOR AMENDMENT TO WINDEMERE POINT CPUD (QUASI-JUDICIAL) (RC):**

ORDINANCE No. 2546-2025; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO PHASE 3B OF THE "WINDEMERE POINT" COMMERCIAL PLANNED UNIT DEVELOPMENT, PROVIDING FOR AN AMENDMENT TO THE MASTER SITE PLAN TO AUTHORIZE THE DEVELOPMENT OF A 1,995 SQUARE FOOT POPEYE'S RESTAURANT WITH DUAL DRIVE-THROUGH LANES LOCATED AT THE SOUTHEAST CORNER OF N.W. WINDEMERE DRIVE AND NW FEDERAL HIGHWAY; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

No vote; item on agenda for continuation purposes only.

ORDINANCE FIRST READING

- 10. BACKYARD CHICKENS IN CERTAIN RESIDENTIAL ZONING DISTRICTS (RC):**

ORDINANCE No. 2552-2026; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AMENDING THE CITY'S LAND DEVELOPMENT CODE CHAPTER II – ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY, SECTION 2.06.00. – SUPPLEMENTAL USE STANDARDS TO ADD A NEW SECTION 2.06.24. BACKYARD CHICKENS IN CERTAIN RESIDENTIAL ZONING DISTRICTS AND TO AMEND THE CITY'S CODE OF ORDINANCES CHAPTER 8 – ANIMALS, ARTICLE I. IN GENERAL, SECTION 8.2. – LIVESTOCK PROHIBITED IN THE STUART'S CODE OF ORDINANCES, BY REMOVING CERTAIN PROVISIONS RELATED TO ALLOW BACKYARD CHICKENS IN CERTAIN RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR THE REPEAL OF PRIOR ORDINANCES AND RESOLUTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Jodi Kugler, Development Director, presented the item.

PUBLIC COMMENT:

1. Samantha Smith - Stuart; Commented in favor of backyard chickens, suggesting registration and annual renewals, identified the revenue options.

Commissioner Rich referenced research, including a University of Florida article, regarding potential environmental impacts and runoff concerns associated with chicken coops. Noted that related issues should be addressed through the Comprehensive Plan amendment process and expressed concern that the Ordinance is premature and could negatively affect local waterways.

Director Kugler discussed the educational component that would be included in the permit process if the Ordinance is approved.

Commissioner Clarke shared personal experience with raising chickens but expressed concerns regarding potential environmental impacts. Emphasized the need for input from the Environmental Attorney and public outreach to help prevent future issues.

Commissioner Rich recommended restarting the review process and incorporating the matter into the Comprehensive Plan review as there is no urgency and the issue should be addressed carefully.

Mayor Reed expressed confidence that residents would properly maintain their properties. Suggested increasing the required coop setback to seven feet and stated his belief that allowing chickens would not negatively affect property values or increase rodent activity.

Director Kugler suggested consideration of a pilot program with a defined duration to evaluate the Ordinance's effectiveness.

Commissioner Clarke recommended advertising information about the Ordinance to increase public awareness and community understanding.

Ruth Holmes, Environmental Attorney, discussed stormwater considerations and recommended researching comparable communities that permit backyard chickens. Noted the City's strong standing under the Basin Management Action Plan and cautioned against actions that could adversely affect that status.

Mayor Reed suggested reaching out to the Rivers Coalition for information.

PUBLIC COMMENT:

1. Brent McAhren - Jensen Beach; Commented that this is being addressed as if every homeowner will be getting chickens, and he feels it will be a small percentage.
2. Missy Harris - Stuart; As a gardener, chicken manure is valuable, works as a fertilizer, and will not pollute.

5:16 PM MOTION: Approve.

5:30 PM MOTION AMENDED: Move to second reading.

MOVED BY: Laura Giobbi

SECONDED BY: Eula Clarke

VOTE: Motion passed 3/1. 5:30 PM

YES: Eula Clarke, Laura Giobbi, Sean Reed

NO: Campbell Rich

DISCUSSION AND DELIBERATION

ADJOURNMENT

5:47 PM

Mary R. Kindel, City Clerk

Sean Reed, Mayor

Minutes to be approved at the Regular Commission
Meeting this 22nd day of June, 2026.

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

Meeting Date: 6/22/2026

Prepared by: Anthony Cooling

Title of Item:

AWARD OF ITB 2026-104 TO M&M ASPHALT MAINTENANCE INC (DBA ALL COUNTY PAVING)
(RC):

RESOLUTION No. 46-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF ITB 2026-104, CITY OF STUART PAVEMENT MAINTENANCE ZONE-3 ASPHALT MILL/OVERLAY, POINT REPAIRS AND MICRO SURFACING PROJECT TO M&M ASPHALT MAINTENANCE INC (DBA ALL COUNTY PAVING) AS THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$161,357; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This solicitation was advertised on OpenGov Procurement, which has 740 viewers, of which 38 downloaded the bid specifications. There were thirteen applicants, and seven bids were received by the bid opening of 2 pm on June, 4th. The Utilities and Engineering Department has recommended awarding to the lowest responsive, responsible bidder, M&M Asphalt Maintenance Inc. for a total of \$161,357.

Funding Source:

001-53546-230

Recommended Action:

Approve Resolution 46-2026

ATTACHMENTS:

1. R46-2026 ITB 2026-104 City of Stuart Pavement Maintenance Zone 3 (revised)
2. ITB 2026-104
3. R46-2026 Contract (revised)
4. [M&M ASPHALT MAINTENANCE INC D_B_A ALL COUNTY PAVING] Response Document Report



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

RESOLUTION NUMBER 46-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF ITB 2026-104, CITY OF STUART PAVEMENT MAINTENANCE ZONE-3 ASPHALT MILL/OVERLAY AND POINT REPAIRS PROJECT TO M&M ASPHALT MAINTENANCE INC (DBA ALL COUNTY PAVING) AS THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$161,357; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City entered into the competitive Invitation to Bid process in order to solicit a qualified general contractor to submit bids for construction of the City of Stuart Pavement Maintenance Zone-3 Mill/Overlay and Point Repairs Project (“Project”); and

WHEREAS, the work will consist of asphalt milling, asphalt overlaying and required striping of various roadways located within the City of Stuart as well as, constructing point repairs within Zone 3. Work shall include furnishing all labor, materials, and equipment to complete the work as specified and in accordance with the drawings, specifications, and other contract documents

WHEREAS, M&M Asphalt Maintenance Inc., responded to the Invitation to Bid and was the lowest, most responsive and responsible bidder with a total price of \$161,357; and

WHEREAS, the City of Stuart desires to enter into an agreement with M&M Asphalt Maintenance Inc. 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.

Resolution No. 46-2026; Approve Award of ITB 2026-104: City of Stuart Pavement Maintenance Zone-3 Mill/Overlay and Point Repairs-Project

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

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

SECTION 2: The City Commission hereby approves the award of Invitation to Bid #2026-104, the City of Stuart Pavement Maintenance Zone-3 Mill/Overlay, Point Repairs Project, to M&M Asphalt Maintenance Inc.

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

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

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 22th day of June, 2026.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

SEAN REED
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

1. Introduction

1.1. Summary

The purpose of this bid is to solicit qualified licensed general contractors to submit bids for construction of the City of Stuart Pavement Maintenance Zone-3 Asphalt Mill/Overlay and Point Repairs project. The project consists of asphalt milling, asphalt overlaying, and required striping of various roadways located within the City of Stuart as well as, constructing point repairs within the Zone-3. Work shall include furnishing all labor, materials, and equipment to complete the work as specified and in accordance with the drawings, specifications, and other contract documents.

1.2. Background

NOTE: A portion of the proposed work area is located within a School Zone. Roadway is school access/entrance.

1.3. Contact Information

Marc Rogolino

U&E Project Manager

121 SW Flagler Ave.

Stuart, FL 34994

Email: mrogolino@stuartfl.gov

Phone: [\(772\) 221-4700](tel:(772)221-4700)

Department:

Public Works

2. Scope of Work

2.1. City of Stuart Pavement Maintenance Zone-3 Asphalt Mill/Overlay and Point Repairs Project

The project consists of milling a depth of 1.5-inch of existing asphalt, applying asphalt overlaying of 1.5-inch, replacement of existing traffic loops and required roadway striping of S.E. STYPMANN BLVD. from W. DEAD END to S.E. GEORGIA AVE., S.E. GEORGIA AVE. from S.E. MARTIN LUTHER KING JR. BLVD. to S.E. STYPMANN BLVD., S.E. GEORGIA AVE. from S.E. STYPMANN BLVD. to S.E. OCEAN BLVD., S.E. HIBISCUS AVE. from S.E. 9TH ST. to S.E. 7TH ST. as well as, constructing six (6) point repairs within the Zone-3 & 5.

Work shall include furnishing all labor, materials, and equipment to complete the work as specified and in accordance with the Florida Department of Transportation (FDOT) Standards (latest version), Florida Pavement Preservation Council (FPPC) Standards (latest version), The Manual on Uniform Traffic Control Devices (MUTCD) (latest version), City of Stuart Construction Standards, drawings, exhibits, specifications, and other contract documents.

All performance of the Contract Work shall be completed within ninety (90) calendar days of the date of issuance of the NTP.

2.2. Pavement Removal-Contract Line Item #4

The unit price paid per square yard includes all costs for confirming the limits of saw cut and asphalt removal (constant depth and variable depth) and disposal of all asphaltic concrete

material for all improvements called for in the Contract Documents and details, complete and in place. Contractor is responsible to repair any base material that is damaged during construction, at no additional cost to the City. Base material shall be proof rolled to locate soft and yielding areas. Any yielding areas shall be density tested and repaired per City Standards and should meet a minimum of 98% density per the modified proctor per AASHTO T-180, at no additional cost to the City.

2.3. Night Work or Weekend Work

Night work or weekend work may be required for various areas within the project limits. The CONTRACTOR is responsible for costs associated with all night work including but not limited to, inspector costs, police or flagmen costs, signage and MOT costs and all other costs associated with night or weekend work.

2.4. Maintenance of Traffic -

The Contractor is responsible for all maintenance of traffic (MOT) required for work associated with this Contract. All MOT shall be in accordance with FDOT Standard Plans, latest edition, including revisions.

3. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure
1	Mobilization/Demobilization/General Conditions	1	LS
2	Maintenance of Traffic	1	LS
3	Pre and Post Construction video	1	LS
4	Pavement Removal (*See Scope of Work Pavement Removal note for details)	1000	SY
5	Roadway Milling (includes all incidental work & equipment to include hauling off, stockpiling, and disposal of material)	62782	SF
6	Type SP 12.5 Asphaltic Concrete (includes hauling, tack material, place by paving matching, & compaction) Type SP 12.5 Asphaltic Concrete (includes hauling, tack material, place by paving matching, & compaction)	647	TN
7	Type 1 Point Repair (includes milling, tack material, asphalt, compaction, hauling and disposal)	1794	SF

8	Type 2 Point Repair (includes removal of existing asphalt & base, hauling, disposal, installation of new base and asphalt, tack material, and compaction)	160	SF
9	Thermoplastic 6" Double Yellow (Includes temporary paint)	686	LF
10	Thermoplastic 18" Yellow Cross Hatching	105	LF
11	Thermoplastic 18" White Cross Hatching	207	LF
12	Thermoplastic 6" Single Yellow Line	44	LF
13	Thermoplastic 6" Single White Line	58	LF
14	Thermoplastic 6" Single Blue Line	88	LF
15	Thermoplastic 24" White Stop Bars (Includes temporary paint)	108	LF
16	Thermoplastic 6" Yellow Skip Line (10'-30')	290	LF
17	Thermoplastic 12" White Crosswalk Line	134	LF
18	Thermoplastic White Arrow	2	EA
19	Thermoplastic Turn "Only"	2	EA
20	Thermoplastic ADA Symbol	2	EA
21	Thermoplastic "Stop"	2	EA
22	Thermoplastic "School"	2	EA
23	Replace/Reinstall Traffic Loop	1	EA

ZONE-3 ASPHALT MILL/OVERLAY AND POINT REPAIRS PROJECT BASE BID SCHEDULE

CITY OF STUART

ITB 2026-104

City of Stuart Pavement Maintenance Zone-3 Asphalt Mill/Overlay and Point Repairs Project

The City encourages E-Bidding through OpenGov Procurement at

<https://procurement.opengov.com/portal/stuartfl> City of Stuart Pavement Maintenance Zone-3 Asphalt Mill/Overlay and Point Repairs Project will be received by the City of Stuart at the Procurement Office, 301 SE Ocean Blvd., Suite 303, Stuart, Florida, 34994, until Thursday, June 4, 2026 at 2:00 pm.

A Non-Mandatory pre bid meeting will be held at A Non-Mandatory pre bid meeting will be held at Annex Conference Room, 300 SW Saint Lucie Ave, Stuart, FL 34994 at 10:00 am, Thursday, May 14, 2026.

If submitting a hard copy, please submit an original, two (2) copies and one (1) electronic copy (PDF format preferred) on a flash drive. It must be submitted in sealed envelopes/packages addressed to Purchasing Division, City of Stuart, and marked "2026-104, City of Stuart Pavement Maintenance Zone-3 Asphalt Mill/Overlay and Point Repairs Project. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened

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

Mail/Overnight/Hand Deliver Submittal Responses to:

Procurement Office
301 SE Ocean Blvd., Suite 303
Stuart, Florida 34994

Mark outside of envelope: 2026-104, City of Stuart Pavement Maintenance Zone-3 Asphalt Mill/Overlay and Point Repairs Project

Published: Friday, May 1, 2026

"CONTRACT"

CONTRACTOR: M&M Asphalt Maintenance (DBA All County Paving)
1180 SW 10th Street
Delray Beach, FL 33444

PROJECT: ITB 2026-104: City of Stuart Pavement Maintenance Zone-3 Mill/Overlay and Point Repairs Project

TIDS UNIT PRICE CONTRACT, hereinafter "Contract," made and entered into this **22nd** day of **June 2026** by and between **M&M Asphalt Maintenance 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.

RECITALS

WHEREAS, Contractor is a licensed corporation doing business in Florida which provides roadway paving services; and

WHEREAS, City desires to hire Contractor to provide said services under the Pavement Maintenance Zone-3 Mill/Overlay and Point Repairs Project for the City; and

WHEREAS, Contractor is willing and able to provide said services under the Pavement Maintenance Zone-3 Mill/Overlay and Point Repairs Project for the City on the terms and conditions set forth herein; and

WHEREAS, City desires to enter into this Contract with Contractor to perform the services specified herein and, in an amount agreed to below.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part hereof for reference.

SCOPE OF SERVICES

The project consists of milling a depth of 1.5-inch of existing asphalt, applying asphalt overlaying of 1.5-inch, replacement of existing traffic loops and required roadway striping of S.E. STYPMANN BLVD. from W. DEAD END to S.E. GEORGIA AVE., S.E. GEORGIA AVE. from S.E. MARTIN LUTHER KING JR. BLVD. to S.E. STYPMANN BLVD., S.E. GEORGIA AVE. from S.E. STYPMANN BLVD. to S.E. OCEAN BLVD., S.E. HIBISCUS AVE. from S.E. 9TH ST. to S.E. 7TH ST. as well as, constructing six (6) point repairs within the Zone-3 & 5.

Work shall include furnishing all labor, materials, and equipment to complete the work as specified and in accordance with the Florida Department of Transportation (FDOT) Standards (latest version), Florida Pavement Preservation Council (FPPC) Standards (latest version), The Manual on Uniform Traffic Control Devices (MUTCD) (latest version), City of Stuart Construction Standards, drawings, exhibits, specifications, and other contract documents.

All performance of the Contract Work shall be completed within ninety (90) calendar days of the date of issuance of the NTP.

The unit price paid per square yard includes all costs for confirming the limits of saw cut and asphalt removal (constant depth and variable depth) and disposal of all asphaltic concrete material for all improvements called for in the Contract Documents and details, complete and in place. Contractor is responsible for repairing any base material that is damaged during construction, at no additional cost to the City. Base material shall be proof rolled to locate soft and yielding areas. Any yielding areas shall be density tested and repaired per City Standards and should meet a minimum of 98% density per the modified proctor per AASHTO T-180, at no additional cost to the City.

Night work or weekend work may be required for various areas within the project limits. The CONTRACTOR is responsible for costs associated with all night work including but not limited to, inspector costs, police or flagmen costs, signage and MOT costs and all other costs associated with night or weekend work.

The Contractor is responsible for all maintenance of traffic (MOT) required for work associated with this Contract. All MOT shall be in accordance with FDOT Standard Plans, latest edition, including revisions.

II. CONTRACT PROVISIONS

Section 1. Period of Services

Time of Performance

Upon award of this Contract by Resolution of the Stuart Commission or Upon Emergency approval by City Manager, the effective date of this Contract shall be date of execution of this Contract by both City and Contractor. The Contractor shall begin work within ten (10) calendar days after delivery of written Notice to Proceed, hereinafter "NTP", issued by Project Manager for the City to the Project Manager for the Contractor. All performance of the Contract work shall be completed within **ninety (90) calendar days** of the date of issuance of the NTP. Commencement of the Contract Work by the Contractor prior to the NIP shall be deemed a waiver of the issuance of the NTP and shall constitute the "Date of Commencement" for purposes of the completion deadline.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

City will compensate Contractor for these Services in accordance with revised pricing schedule formalized in "Price Proposal Form" submitted by Utilities & Engineering which is attached hereto as Exhibit "A". This Contract is **not to exceed \$161,357.**

2.2 Payment

Payment for services rendered is due within thirty (30) days of receipt and approval of invoice by City. Payment is delinquent thirty (30) days following receipt and approval of invoice by City.

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 agreed to under this Contract. The 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 (3) years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor agrees that any payment(s) made under this Contract 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 Contract. Upon notice from the City, the Contractor shall refund by check payable within thirty (30) days 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, whichever is sooner.

4.20. Extra Work

The City may, at any time by a written order and without notice to the sureties, require the performance of such extra work as it may find necessary or desirable arising out of the modification of the specification or plans. An order for extra work shall be valid only by an executed change order. All work so ordered must be performed by the Contractor. The amount of compensation to be paid to the Contractor for any work so ordered shall be determined as follows:

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

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

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

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

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

3) For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, and tractors,

or other equipment, required for the economic performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage shall be added to this sum.

4) The Contractor's profit shall be computed by taking 10% of the sum of Items 1 and 2. The total cost of performing this extra work shall be the sum of Items 1, 2, 3, and 4.

Records of extra work done, if any, shall be reviewed at the end of each day by the Contractor or his representative and the Engineer, duplicate copies of accepted records made and signed by both the Contractor or his representative and the Engineer, and one copy retained by each.

Claim for payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills.

Such statements shall be submitted for the current contract payment for the month in which the work was done. No claim for extra work shall be allowed unless the same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

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, Delays and Liquidated Damages

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

If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's 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 thirty (30) 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 Liquidated Damages

If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by delay) the Contractor shall to the City one hundred (\$100.00) for each and every day for the first thirty (30) days and five hundred dollars (\$500.00) for each and every calendar day thereafter, which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages until the work under this Contract is completed. The Contractor and its sureties shall be jointly and severally liable to the City for any liquidated damages.

6.4 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

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.

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:

Milton Leggett, Public Works Director
121 SW Flagler Avenue
Stuart, FL 34994
(772) 260-1271 Email: mleggett@ci.stuart.fl.us

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

Kenneth Goldberg.
561-588-0949
publicworks@allcountypaving.com

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 successful 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 and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract.

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 1.8 of the Invitation to Bid which is attached hereto as Exhibit "B." 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 Manager, 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 by Contractor in providing services required herein, 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 agreement and shall be subject to the City's approval for adequacy.

10.3 Payment and Performance Bonds

The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Florida Statutes § 255.05 in the amount of 100% of the Contract price. A fully authorized by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City. Should the Surety become irresponsible during the time the Contract is in force, the City may require additional sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

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 and 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 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 document 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 Florida Statutes § 768.28.

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.

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 PublicRecordsRequest@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 Florida Statutes § 119.10.
- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

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

Section 15. Exhibits

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

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

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

Exhibit "C" - "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, MMC
CITY CLERK

MIKE GIARDINO
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

CONTRACTOR

(Signature)

Printed Name

Title



[M&M ASPHALT MAINTENANCE INC D/B/A ALL COUNTY PAVING] RESPONSE DOCUMENT REPORT

ITB No. 2026-104

City of Stuart Pavement Maintenance Zone-3 Asphalt Mill/Overlay and Point Repairs Project

RESPONSE DEADLINE: June 4, 2026 at 2:00 pm

Report Generated: Thursday, June 4, 2026

M&M ASPHALT MAINTENANCE INC D/B/A ALL COUNTY PAVING Response

CONTACT INFORMATION

Company:

M&M ASPHALT MAINTENANCE INC D/B/A ALL COUNTY PAVING

Email:

publicworks@allcountypaving.com

Contact:

Kenneth Goldberg

Address:

1180 SW 10TH STREET
Delray Beach, FL 33444

Phone:

(561) 588-0949

Website:

WWW.ALLCOUNTYPAVING.COM

Submission Date:

Jun 4, 2026 11:46 AM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal Checklist

Please download the below documents, complete, and upload.

- [Checklist.pdf](#)

Proposal_Checklist_Form.pdf

2. Contact Information

Please download the below documents, complete, and upload.

- [Contact Information.pdf](#)

CONTACT_INFO_-_DONE.pdf

3. Certification*

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

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

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

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

Confirmed

4. Safety Standards Certification*

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

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

Safety_Standard_Certification.pdf

5. References Form*

Please download the below documents, complete, and upload.

- [Refernces Form.pdf](#)

REFERENCES_-_DONE.pdf

6. Schedule of Subcontractors Participation *

Please download the below documents, complete, and upload.

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

SCHEDULE_OF_SUBS.pdf

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

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

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

Sworn_Statement_Pursuant.pdf

8. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

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

Drug-Free_Workplace_Certification.pdf

9. Public Entity Crimes*

Please download the below documents, complete, and upload.

- [Public Entity Crimes .pdf](#)

Public_Entity_Crimes_Form.pdf

10. Suspended Vendor List*

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

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

Please identify your legal company name here:

M AND M ASPHALT MAINTENANCE d/b/a ALL COUNTY PAVING

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

11. Scrutinized List of Prohibited Companies List*

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

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

Please identify your legal company name here:

M AND M ASPHALT MAINTENANCE d/b/a ALL COUNTY PAVING

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

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

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

YES

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

13. Certificate of Insurance*

Upload your certificate of insurance

26-27_COI_-_City_of_Stuart.pdf

14. Bid Bond*

Upload your bid bond

Bid_Bond.pdf

PRICE TABLES

ZONE-3 ASPHALT MILL/OVERLAY AND POINT REPAIRS PROJECT BASE BID SCHEDULE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Demobilization/General Conditions	1	LS	\$4,970.38	\$4,970.38
2	Maintenance of Traffic	1	LS	\$5,800.00	\$5,800.00

[M&M ASPHALT MAINTENANCE INC D/B/A ALL COUNTY PAVING] RESPONSE DOCUMENT REPORT
 ITB No. 2026-104
 City of Stuart Pavement Maintenance Zone-3 Asphalt Mill/Overlay and Point Repairs Project

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	Pre and Post Construction video	1	LS	\$1,400.00	\$1,400.00
4	Pavement Removal (*See Scope of Work Pavement Removal note for details)	1,000	SY	\$0.00	\$0.00
5	Roadway Milling (includes all incidental work & equipment to include hauling off, stockpiling, and disposal of material)	62,782	SF	\$0.36	\$22,601.52
6	Type SP 12.5 Asphaltic Concrete (includes hauling, tack material, place by paving matching, & compaction) Type SP 12.5 Asphaltic Concrete (includes hauling, tack material, place by paving matching, & compaction)	647	TN	\$154.00	\$99,638.00
7	Type 1 Point Repair (includes milling, tack material, asphalt, compaction, hauling and disposal)	1,794	SF	\$4.00	\$7,176.00
8	Type 2 Point Repair (includes removal of existing asphalt & base, hauling, disposal, installation of new base and asphalt, tack material, and compaction)	160	SF	\$37.00	\$5,920.00
9	Thermoplastic 6" Double Yellow (Includes temporary paint)	686	LF	\$9.25	\$6,345.50
10	Thermoplastic 18" Yellow Cross Hatching	105	LF	\$6.95	\$729.75
11	Thermoplastic 18" White Cross Hatching	207	LF	\$6.95	\$1,438.65
12	Thermoplastic 6" Single Yellow Line	44	LF	\$2.35	\$103.40
13	Thermoplastic 6" Single White Line	58	LF	\$2.35	\$136.30
14	Thermoplastic 6" Single Blue Line	88	LF	\$3.50	\$308.00
15	Thermoplastic 24" White Stop Bars (Includes temporary paint)	108	LF	\$11.60	\$1,252.80
16	Thermoplastic 6" Yellow Skip Line (10'-30')	290	LF	\$2.35	\$681.50

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	Thermoplastic 12" White Crosswalk Line	134	LF	\$5.80	\$777.20
18	Thermoplastic White Arrow	2	EA	\$115.00	\$230.00
19	Thermoplastic Turn "Only"	2	EA	\$231.00	\$462.00
20	Thermoplastic ADA Symbol	2	EA	\$231.00	\$462.00
21	Thermoplastic "Stop"	2	EA	\$231.00	\$462.00
22	Thermoplastic "School"	2	EA	\$231.00	\$462.00
23	Replace/Reinstall Traffic Loop	1	EA	\$0.00	\$0.00
TOTAL					\$161,357.00

PROPOSAL CHECKLIST FORM

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

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

COMPANY NAME: M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING



CONTACT INFORMATION

Company Name:

Contact Name:

Contact Title:

Contact Phone Number:

Contact email:



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: 06/04/2026

FOR: M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING

[Signature]
(Witness)

(Firm Name)

BY: [Signature]
(Signature)

[Signature]
(Witness)

PRESIDENT / SECRETARY
(Title)

(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this 4th day of JUNE, 2026,

known to me, or identified as KENNETH GOLDBERG

in the City of DELRAY BEACH, County of PALM BEACH, State of FLORIDA.

Signed: [Signature]



Notary Public

My Commission Expires: 8/26/29

(Affix Seal)



REFERENCE FORM

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

#1 REFERENCE

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

#2 REFERENCES

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

#3 REFERENCES

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

Company Name _____



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: _____
Contact Name: _____
Address, City, State, Zip, Phone: _____ _____
Type of Work to be Performed: _____
License No. _____ Percentage of Work _____ %
Name of Subcontractor: _____
Contact Name: _____
Address, City, State, Zip, Phone: _____ _____
Type of Work to be Performed: _____
License No. _____ Percentage of Work _____ %
Name of Subcontractor: _____
Contact Name: _____
Address, City, State, Zip, Phone: _____ _____
Type of Work to be Performed: _____
License No. _____ Percentage of Work _____ %

Company Name _____



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: KENNETH GOLDBERG

(print individual's name and title)

for: M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING

(print name of entity submitting sworn statement)

whose business address is: 1180 SW 10th STREET, DELRAY BEACH, FL 33444

and (if applicable) its Federal Employer Identification Number (FEIN) is: 61-1595442

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

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



City of Stuart

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 4th day of JUNE, 2026.

Personally known X OR Produced Identification _____

[Signature]

Type of Identification _____

Notary Public – State of Florida

My Commission Expires: 8/26/29

SEAL OR STAMP



**DRUG-FREE WORKPLACE
CERTIFICATION**

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


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

This Certification is submitted by KENNETH GOLDBERG
(Individual's Name)

Of M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING
(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.

06/04/2026
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:

M&M ASPHALT MAINTENANCE INC d/b/a ALL COUNTY PAVING

Company Name

Signature

KENNETH GOLDBERG / PRESIDENT

Name and title (Print or Type)

06/04/2026

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2026

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).

Table with 2 main columns: PRODUCER (Insurance Office of America) and CONTACT NAME (Aimee Burleson). Includes sub-sections for INSURER(S) AFFORDING COVERAGE with details for Old Republic, Pennsylvania Manufacturers, and AGCS Marine Insurance Companies.

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.

Main table listing coverages: COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, EXCESS LIAB, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, and Equipment Floater. Includes columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is listed as additional insureds with respect to General Liability for ongoing and completed ops when required by written contract...

Project: 2024-102, City of Stuart Pavement Maintenance Zone-1/Overlay and Point Repairs. City of Stuart are included as additional insured on the general liability policy as required by written contract

Table with 2 columns: CERTIFICATE HOLDER (City of Stuart) and 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. Includes signature of authorized representative).

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

M & M Asphalt Maintenance, Inc. DBA All County Paving
1180 SW 10th Street
Delray Beach, FL 33444

SURETY:

(Name, legal status and principal place of business)

Palomar Casualty and Surety Company
1625 West Causeway Approach
Mandeville, LA 70471

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

The City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

BOND AMOUNT: \$ 10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

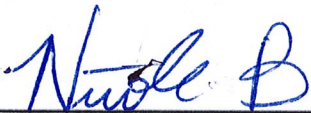
2026-104 - CITY OF STUART PAVEMENT MAINTENANCE ZONE-3 ASPHALT MILL/OVERLAY AND POINT REPAIRS PROJECT

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of June, 2026



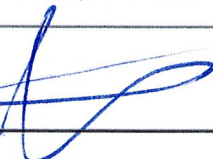
(Witness)



(Witness) Carolina Hernandez

M & M Asphalt Maintenance, Inc. DBA All County Paving

(Principal) (Seal)

By: 

(Title)

Palomar Casualty and Surety Company

(Surety) (Seal)

By: 

(Title) Kevin Wojtowicz, Attorney-in-Fact

**PALOMAR SPECIALTY INSURANCE COMPANY
PALOMAR CASUALTY AND SURETY COMPANY**

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Bond Number: N/A

Principal: M & M Asphalt Maintenance, Inc. DBA All County

Description: 2026-104 - CITY OF STUART PAVEMENT MAINTENANCE ZONE-3 ASPHALT MILL/OVERLAY AND POINT REPAIRS PROJECT

KNOW ALL BY THESE PRESENTS, THAT Palomar Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of Oregon ("PSIC"), and Palomar Casualty and Surety Company, duly organized and existing under the laws of Louisiana, ("PCSC" and together with PSIC, the "Companies" or each "Company"), do hereby make, constitute, and appoint:

Kevin Wojtowicz, Jessica Reno, Devin Phillips, and Christian Collins

on behalf of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$75,000,000.00.

This Power of Attorney is granted and is signed by facsimile or other electronic transmission under and by the authority of the following Joint Resolutions adopted by the Boards of Directors of Palomar Specialty Insurance Company and Palomar Casualty and Surety Company at meetings duly called and held on the 13th day of March, 2026.

RESOLVED, that any President, or any Executive Vice President, or any Secretary specially authorized to do so by the Boards of Directors of the Companies, and Cullen S. Piske, President of PCSC, be and each of them hereby is authorized and empowered to appoint Attorneys-in-Fact as the business of the Companies may require, or to authorize any person(s) to execute and deliver on behalf of the Companies any bonds, undertakings, and all contracts relating to the surety business of the Companies, and that each or any of them is further authorized to attest to the execution of such Power of Attorney, and to attach the seal of each respective Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of each Company may be affixed to any such Power of Attorney or to any certificate relating thereto by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon each Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

Cullen S. Piske
President
Palomar Casualty and Surety Company



State of Louisiana
Parish of St. Tammany

On this 13th day of March, 2026, before me, a Notary Public, personally appeared Cullen S. Piske, President of Palomar Casualty and Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the Company as an officer of, and acknowledged said instrument to be the voluntary act and deed, of the Company.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing Joint Resolutions were adopted by the Boards of Directors of the Companies and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Joint Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 13th Day of March, 2026.

Dated and effective this 4th day, of June, 2026.

Angela Grant
Secretary



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

Meeting Date: 6/22/2026

Prepared by: Pinal Gandhi-Savdas

Title of Item:

PROJECT LIFT LEASE AGREEMENT (RC):

RESOLUTION No. 43-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY OF STUART AND PROJECT L.I.F.T., INC. FOR THE OPERATION OF THE FACILITY KNOWN AS "PROJECT LIFT" LOCATED AT 710 SE MARTIN LUTHER KING JR. BOULEVARD, STUART, FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart received funding through the Community Development Block Grant Coronavirus Response (CDBG-CV) Program for the acquisition, demolition, and construction of a workforce development and training facility located at 710 SE Martin Luther King Jr. Boulevard, Stuart, Florida.

The City of Stuart completed construction of the facility, now known as "Project LIFT," which is intended to serve as a workforce development center with programming focused on vocational education, professional development, trade programs, and entrepreneurship and business incubation.

On April 8, 2024, the City Commission approved, by Resolution No. 03-2024, a Memorandum of Understanding ("MOU") between the City of Stuart and Project L.I.F.T., Inc., establishing the framework for collaboration regarding the development and future operation of the facility.

Project L.I.F.T., Inc. is a Florida nonprofit organization with experience in workforce development, vocational training, and employment services designed to increase access to career pathways and support local economic growth.

The Lease Agreement supports the intended public purpose of the facility funded through the CDBG-CV program. Any operational costs, programmatic expenses, and maintenance responsibilities will be addressed in accordance with the terms of the Lease Agreement. There is no anticipated additional capital cost to the City beyond those previously appropriated for project completion.

Funding Source:

N/A

Recommended Action:

Staff recommends that the City Commission approve the attached Resolution authorizing the execution of the Lease Agreement between the City of Stuart and Project L.I.F.T., Inc. for the operation and management of the Project LIFT facility located at 710 SE Martin Luther King Jr. Boulevard, Stuart, Florida, and authorize the City Manager to execute all necessary documents.

ATTACHMENTS:

1. Lease Agreement- Project LIFT- FINALclean copy
2. R43-2026 Lease Agreement_Project LIFT_710 SE MLK Blvd
3. MOU (Resolution No. 03-2024)

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Agreement” or “Lease”) entered into as of _____, 2026, by and between **CITY OF STUART**, a Florida municipal corporation (the “City” or “Lessor”), and **PROJECT L.I.F.T., INC.** (“Lessee”). The aforementioned parties are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

WITNESSETH:

WHEREAS, the City is entered into a grant agreement and as a result, is the recipient of funds from the Community Development Block Grant coronavirus response Program (“CDBG-CV”) from the Florida Department of Economic Opportunities (“FDEO”) (n/k/a “FloridaCommerce”) for the acquisition of real property and demolition/reconstruction of structures for the creation of the Stuart Job Training and Entrepreneur Center (the “Subject Facility”) (a copy of said Subgrant Agreement is attached hereto as Exhibit “A” and incorporated herein);

WHEREAS, the City and Lessee entered into a written Memorandum of Understanding dated April 15, 2024 (the “MOU”) incorporating the Subgrant Agreement between the City and the FDEO under the CDBG-CV which included various conditions requiring compliance from the City and Lessee;

WHEREAS, the City’s intended purpose of the Subject Facility is to provide vocational training, workforce and professional development programming, and business incubation to support entrepreneurship and start-up businesses in underrepresented neighborhoods in the City (the “Intended Purpose”);

WHEREAS, the real property acquired by the City for this purpose is known and addressed as 720 SE Martin Luther King, Jr. Boulevard, Stuart, Florida 34994 (the “Premises”), more particularly described as follows:

The East 497 feet of the North 356.7 feet of the Southwest one-quarter of the Southeast one-quarter of Section 4, Township 38 South, Range 41 East, less the East 142 feet and Right of Way 40 feet by 394.5 feet to the City, according to the Plat of D.W.C. Ruff’s Little Dixie Addition, Plat Book, Page 65, Palm Beach (now Martin) County, Florida, Public Records;

WHEREAS, the City, as fee simple title owner of the Subject Property, is desirous of leasing the Premises to Lessee for the above-referenced Intended Purpose and in accordance with the terms and conditions of this Agreement; and

WHEREAS, Lessee is desirous of leasing the Premises from the City to be used consistently with the above-referenced Intended Purpose in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing, and of the Premises, and other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby jointly and severally acknowledged, and the covenants, promises, representations, guarantees and the agreements herein contained;

IT IS MUTUALLY AGREED, by and between the Parties hereto as follows:

Section 1. Recitals; General Definitions; Time.

1.1 Recitals. The Parties hereto acknowledge and agree that the foregoing recitals are true, correct, accurate, in proper form and fully binding upon them in all respects, which recitals in their entirety are hereby incorporated in this Agreement.

1.2 Definitions. As used herein, the singular shall include the plural and vice versa, the conjunctive (“and”) shall include the disjunctive (“or”) and vice versa.

1.2.1 “Agreement” or “Lease” shall mean this Agreement of Lease, including any amendments, modifications or supplements.

1.2.2 “City Manager” means the City Manager for the City, the City Manager’s designee, an Acting City Manager, or an Interim City Manager.

1.2.3 The word “day” shall mean a calendar day. The term “business day” means a Monday, Tuesday, Wednesday, Thursday, or Friday unless any such day is a national or state holiday. The word “year” means 365 days including leap year days, if any.

1.2.4 “Hazardous Materials” shall mean any pollutant, or hydrocarbon contamination, hazardous substances, or other contaminants or regulated materials.

1.3 Time. If any deadline under this Lease should fall on a Saturday, Sunday, or legal holiday, then the deadline shall be extended to the next day that is not a Saturday, Sunday, or legal holiday, unless a date is specifically stated.

Section 2. Description of Leased Premises.

2.1 Lessee leases from the City the Premises as described herein.

2.2 Lessee acknowledges that it is accepting the Premises and the improvements located thereon AS IS and that the City has made no representations or warranties respecting the suitability thereof for Lessee’s purposes and that, except as specifically provided herein, the City has no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Premises, any leasehold improvements, or fixtures, furnishings or equipment installed in or used on the Premises.

Section 3. Term.

3.1 The Premises is leased for an initial term of twenty (20) years, to commence on the earlier of September 1, 2026 or the date a Certificate of Occupancy is issued (“Commencement Date”) to end at 11:59 P.M. on August 31, 2046, or on such earlier time and date as this Agreement may terminate as provided below.

3.2 Provided Lessee is not in default of its obligations under this Agreement beyond any applicable notice and cure period, Lessee shall have the option to renew and extend this Agreement for an additional term of ten (10) years up to three (3) times, upon the same terms, covenants and conditions herein contained unless otherwise mutually amended in writing and signed by the parties. This option shall be automatically deemed exercised by Lessee unless Lessee gives written notice to the City not less than eighteen (18) months prior to the expiration of the existing Term, of its election not to exercise the option.

3.3 At each renewal, the City shall have the option to non-renew this Agreement for any reason or no reason at all, by giving Lessee written notice of not less than eighteen (18) months prior to the expiration of the existing Term.

Section 4. Rent and Tenant Improvements.

4.1 Except as provided herein to the contrary, Lessee agrees to pay to the City without set-off, abatement, credit, deduction or claim of off-set, annual rent in accordance with the Schedule.

4.2 Rent shall be one (\$1.00) dollars per annum and payable by January 1 of each subsequent year, at the Office of the City Manager herein set forth, or at such other address as the City may from time to time designate by written notice to Lessee. In the event any installment of Rent is not paid within ten (10) business days after it is due and payable as set forth herein, Lessee agrees to pay as additional Rent a late payment charge in the amount of ten percent (10%) of the monthly installment of Rent along with the monthly installment of Rent that is due and payable, except that this late payment charge shall not apply or be due and owing if resulting from a change in the City’s payment instructions. No Security Deposit is required of Lessee.

4.3 Not later than the last day of the Term, Lessee shall, at Lessee’s expense, remove all of Lessee’s personal property and those improvements made by Lessee which have not become the property of the City, including trade fixtures, freestanding cabinetwork, movable paneling, moveable partitions and the like; repair all injury done by or in connection with the installation or removal of the property and improvements; and surrender the Premises in as good condition as they were at the beginning of the Term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Lessee or Lessee’s agents, servants, visitors or licensees, excepted. All property of Lessee remaining on the Premises after the last day of the Term of this Lease shall be conclusively deemed abandoned and may be removed by the City, and Lessee shall reimburse the City for the cost of such removal. The City may but shall not be required to have any such property stored at Lessee’s risk and expense.

Section 5. Use and Occupancy.

5.1 Lessee shall use and occupy the Premises to provide for the Intended Purposes which includes vocational training, workforce and professional development programming, and business incubation to support entrepreneurship and start-up businesses in underrepresented neighborhoods in the City, and for no other purpose. During the first five (5) years of the initial term under this Agreement, Lessee shall be responsible for providing services to create a minimum of fifty (50) new jobs with at least 51% of all jobs created and/or retained, which will benefit low- and -moderate income persons. Any and all of Lessee's activities shall be in compliance and conformity with any and all rules, regulations, orders and laws promulgated and adopted by the City. Lessee may also use the Premises for customary, incidental, and reasonably related purposes necessary to implement Lessee services and to fulfill its mission and vision, including training, mentoring, counseling, community outreach, fundraising events, and partner programming, in accordance with Lessee policies and procedures and applicable law. Failure to achieve the foregoing job creation targets by itself shall not constitute a default under this Agreement, provided Lessee is using commercially reasonable and good-faith efforts to satisfy applicable Subgrant requirements and timely delivers annual performance reporting reasonably requested by the City. If reported performance indicates a material shortfall, the parties shall meet in good faith to agree on a correction action plan and a reasonable cure period before any lease default may be asserted based solely on such shortfall. Permitted uses, including fundraising events and mission-aligned partner programming, shall not be materially restricted except by mutual written agreement of the parties, or as required by applicable law.

5.2 The City covenants that if, and so long as Lessee is not in default of its obligations under this Lease beyond any applicable notice and cure period, Lessee shall peaceably and quietly have, hold, and enjoy the Premises for the Term, subject to the provisions of this Lease.

5.3 Lessee acknowledges that the City has not made any representations or warranties with respect to the condition of the Premises and the City shall not be liable for any latent defect therein. The taking of possession of the Premises by Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition at the time such possession was taken.

5.4 Lessee agrees that all persons engaged in any service or other activity on the Premises shall be at all times, and in all places subject to the Lessee's sole direction, supervision and control and shall not be considered employees, agents or servants of the City.

5.5 The City makes no guarantee of exclusive parking on the surrounding roadways of the Premises. Adequate parking is available in these areas on a first-come first-serve basis.

5.6 City reserves the right to maintain such Utilities easements on the Premises as may now or in the future be determined to be necessary to serve the needs of the City, including but not limited to the easement(s) and/or right of way(s) described in composite Exhibit "B," and the Lessee agrees to take the Premises subject to said easement requirements.

5.7 The City's entry into the Premises for non-emergency purposes requires the following: (i) identification by name of City designee(s); (ii) completion of a Level 2 background

screening prior to unescorted entry (screening cost paid by Lessee); (iii) two (2) business days' written notice stating the purpose, date/time, and personnel; and (iv) compliance with Lessee's visitor and safety protocols. The City reserves the right to enter the Premises without these requirements in the case of an emergency.

Section 6. Cleaning and Trash Removal.

6.1 The Lessee shall provide its own interior cleaning, trash removal services and pest control for the Premises. Lessee shall keep the Premises in an attractive, safe, and sanitary condition and shall not permit the accumulation of any trash, ashes, or debris on the Premises. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the Premises shall not be permitted.

6.2 Lessee shall not permit the accumulation of waste or refuse matter on or about the Premises.

Section 7. Care and Repair of Premises.

7.1 Lessee's Duty to Maintain. Lessee will, at its own cost and expense, maintain the entire Premises in good and leasable condition, and make all repairs to the Premises and every part thereof as needed during the entire term of this Agreement. The City shall be under no obligation to make any repairs, replacements, reconstruction, alterations, or improvements to or upon the Premises or the mechanical equipment.

7.2 The City shall designate a single access custodian to hold keys/access credentials; no duplication/transfer without Lessee's prior written approval; City shall maintain an access log and bear the cost of any required re-keying caused by City personnel or agents.

Section 8. Alterations, Additions, or Improvements.

8.1 Lessee shall be responsible at its sole cost and expense for leasehold improvements to the Premises in preparation of Lessee's occupancy of the same (the "Leasehold Improvements"). No Leasehold Improvements may be constructed or thereafter altered until the plans and specifications therefore have been approved by the City Manager or designee in writing, and then the same shall be constructed or altered in strict accordance therewith. Notwithstanding written consent by the City Manager or designee, any and all Leasehold Improvements undertaken by Lessee shall be in compliance with all applicable laws.

8.2 All improvements, alterations, installations, additions to existing structures and new structures placed or constructed on the Premises are subject to the prior written consent, which will not be unreasonably withheld, conditioned or delayed, by the City as provided below and shall be made and maintained at the expense of Lessee and without cost to the City. At the end of the Term of this Lease, Lessee shall deliver the Premises to the City in good repair and condition, any reasonable wear and tear arising from Lessee's Permitted Use of the Premises as specified herein excepted. All installations, alterations, additions and improvements, whether by the City or any other person shall become, upon completion, a part of the City's real estate, and on termination of

the Lease Term shall be surrendered with the Premises in good condition. Specialized movable equipment and trade fixtures funded by Lessee shall remain Lessee's property unless expressly agreed otherwise.

8.3 Customary renovations may proceed upon written notice and permitting; projects outside customary operations require mutual prior written consent (not unreasonably withheld, conditioned, or delayed). Notwithstanding the foregoing, if this Lease is terminated by the City other than due to an uncured material default by Lessee, the City shall reimburse Lessee for the unamortized value of Lessee-funded permanent improvements to the Premises, calculated on a straight-line basis over twenty (20) years from the date such improvement is placed in service. At Lessee's option, in lieu of reimbursement for any item that can be removed without material damage to the Premises, Lessee may remove such item at its expense and repair any damage caused by such removal

8.4 It shall be solely Lessee's responsibility to obtain all necessary governmental approvals for the proposed facility, including, but not limited to all necessary City development approvals and permits, City Building Department permits, and agency approvals and permits. Nothing herein shall be deemed to waive or imply waiver of any City regulation or fee applicable to the review, renovation or development of the Premises by Lessee. Nothing herein shall be deemed to make the City a co-applicant with the Lessee for any governmental approval, including City approval. It is expressly understood, and agreed by Lessee, that the City shall not be liable to Lessee for any expense or damage incurred by Lessee resulting from the failure of the City or other governmental entity to approve any or all necessary governmental approvals or permits required for the proposed facility.

8.5 In accordance with Section 255.05, Florida Statutes, Lessee or its General Contractor shall obtain a payment and performance bond prior to commencement of construction, alteration or demolition of any improvement except, pursuant to Section 255.05(1)(d), Fla. Stat., if work to be done is equal to or less than two hundred thousand dollars and no cents (\$200,000.00), or in the amount stated in such statute if amended, then in the City Manager's sole discretion the Lessee may or may not be exempted from obtaining a payment and performance bond. Such performance and payment bond shall ensure payment of all costs and the proper and timely completion of all Lessee's obligations as outlined in its plans submitted to City for the City Manager's prior approval shall be issued by a provider approved by the City, in an amount equal to One Hundred and Twenty Five Percent (125%) of the total cost of completion of such work with City named as an additional payee in the event Lessee fails to fully perform all the work outlined in its plans.

8.6 Lessee hereby represents, warrants, and covenants to the City that the Premises and all Leasehold Improvements now and hereafter constructed or placed thereon shall be at all times free and clear of all liens, claims and encumbrances. If Lessee causes any lien or notice of lien to be filed against the Premises or any Leasehold Improvements by failing to pay a vendor, contractor, agent or materialman Lessee hired or otherwise instructed to perform work, provide services or furnish materials on the Premises or any Leasehold Improvements, the Lessee shall, within thirty (30) days after notice of the filing thereof, cause, the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. The Lessee shall not

mortgage or pledge this Lease, in whole or in part, or the Premises, to any other person, firm or entity. Any attempted mortgage, pledge, or encumbrance of this Lease or the Premises shall be void and may, at the sole option of the City, be deemed an event of default under this Lease. This covenant shall be binding on the successors in interest of the Lessee and shall survive the expiration or early termination of this Lease. Nothing herein shall constitute a waiver of City's sovereign immunity from the execution of any lien on City's real property or anything else.

Section 9. Prohibition Against Activities Increasing Fire Insurance Rates.

9.1 Lessee shall not do or suffer anything to be done on the Premises which will cause an increase in the rate of fire insurance on the Premises.

Section 10. Abandonment.

10.1 Lessee shall not, without first providing written notice to the City, abandon the Premises, or allow the Premises to become vacant or deserted.

Section 11. Assignment and Sublet.

11.1 Lessee may grant licenses/shared use to mission-aligned partners, volunteers, or collaborators without consent of the City when consistent with the customary practice and program delivery. Other than such, this Lease shall not be subject to assignment or sublet by the Lessee, without first obtaining the written consent of the City Manager in the City Manager's sole discretion which shall not be unreasonably withheld, conditioned or delayed.

11.2 All sublessees and assignees, by occupying a portion of the Premises, agree that each one shall be subject to any applicable laws and regulations. If a sublessee or assignee fails to abide by any applicable laws and regulations, Lessee shall take such legal action as is necessary to evict the sublessee or assignee or otherwise enforce the provisions of this Agreement and the sublease or assignment, upon request by the City. Failure on part of the Lessee to take such action shall be considered a default as provided in this Lease.

11.3 Any subleases of all or any of the Premises shall include the following provision regarding assignment and sublease: "This agreement shall not be subject to assignment or sublet by the Sublessee. It is hereby understood and agreed that the premises shall be occupied solely by Sublessee. Utilization or occupancy of the premises by any entity or individual without affiliation to Sublessee is expressly forbidden and shall constitute a default hereunder. For purpose of this agreement affiliation shall be defined as a substantial commonality of officers, directors, shareholders and/or employees and the same or similar business."

Section 12. Lessee Insurance.

12.1 In order to insure the indemnification obligation contained herein, Lessee shall, at a minimum, provide, pay for, and maintain in force at all times during the Term of this Lease (unless otherwise provided), the insurance coverages set forth in the subparagraphs below, in accordance with the terms and conditions required by this Section 12. Such policy or policies

shall be issued by companies authorized to do business in the State of Florida. Lessee shall specifically protect the City by naming "City of Stuart" as an additional insured under the commercial general liability policy required below.

12.2 Lessee shall, during the Term of this Lease, insure and keep insured to the extent of not less than one hundred percent (100%) of the insurable replacement value thereof, all equipment and contents on the Premises against such hazards and risks as may now or in the future be included under an all risk property insurance policy that insures against the following hazards and risks and satisfies the following standards:

12.2.1 Fire sprinkler leakage, that is, damage caused by water or any other substance discharged from any part of the fire protection equipment for the Premises or from adjoining premises, or collapse or fall of tanks forming part of such fire protection equipment or the component parts or supports of such tanks.

12.2.2 In the event of any damage to the Premises, if the cost of repair or replacement is less than the deductible amount, the Lessee shall nevertheless be required to make such repair or replacement and to restore the Premises to the condition existing prior to the damaging event. If Lessee is unable or unwilling to repair the damage, then the City, in its sole discretion, may make the repairs and Lessee agrees to reimburse the City for the same.

12.2.3 The all-risk property insurance required under this Section 12.2 shall name the City and Lessee as loss payees as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to the City, except as otherwise provided in in this Lease.

12.2.4 In the event the Premises or any part thereof shall be damaged by any casualty against which insurance is carried pursuant to this Section, and if such loss is to be adjusted with and payable to the City, the Lessee shall promptly furnish to the City such information and data as may be necessary to enable the City to adjust the loss.

12.2.5 The property insurance carried by the City, if any, shall be excess over any other valid and collectible insurance carried by the Lessee, including but not limited to the insurance obtained by Lessee pursuant to this Lease.

12.3 Commercial general liability insurance shall be provided to protect the City against liability for any and all damage claims in a minimum amount of One Million Dollars and No Cents (\$1,000,000.00) per claim for bodily injury and property damage and an aggregate amount of Three Million Dollars and No Cents (\$3,000,000.00) per building. Lessee shall be responsible for insuring its own personal property.

12.4 Business Automobile Liability Insurance shall be provided to protect the City against liability for any and all damage claims in a minimum amount of One Million Dollars and No Cents (\$1,000,000.00) per claim for bodily injury and property damage and an aggregate amount of

Three Million Dollars and No Cents (\$3,000,000.00), for bodily injury and property damage liability per building and must include: Owned, Non-owned and Hired vehicles.

12.5 Workers' Compensation and Employer's Liability Insurance shall be provided for all Lessee's employees in compliance with the Workers' Compensation Law, Chapter 440, Florida Statutes, and all applicable federal laws.

12.6 Lessee shall furnish to the City Certificates of Insurance evidencing the insurance coverages specified by this Section prior to the commencement of the term of this Lease.

12.7 Coverage is not to cease and is to remain in force (subject to cancellation notice) throughout the Term of this Lease. All policies must be endorsed to provide the City with at least thirty (30) calendar days prior written notice of cancellation or restriction to the extent reasonably available from the applicable insurer. If any insurance coverage expires prior to the termination of this Agreement, copies of renewal certificates shall be furnished at least thirty (30) calendar days prior to the date of their expiration. Any insurance coverage that is written on a claims made basis must remain in force for two (2) years after the termination of this Agreement.

Section 13. Indemnification.

13.1 Lessee shall at all times hereafter indemnify, save, hold harmless and, at the option of City Attorney, defend or pay for an attorney selected by City Attorney to defend City, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, caused by negligent act or negligent omission of Lessee, its employees, agents, contractors, subcontractors, servants, or officers, or accruing, resulting from, or related to the Lessee's operations at the Premises or the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City and City Attorney, any sums due Lessee under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City.

13.2 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute §725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) coverage amount of Commercial General Liability Insurance required under this Agreement or (ii) \$1,000,000.00. Otherwise, the obligations of this Section 13 will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

13.3 It is hereby understood and agreed that Lessee shall be responsible for the supervision of any and all of its invitees, guests, licensees, agents, independent contractors and employees on or about the Premises. Lessee shall ensure that such individuals comply with any and all rules, regulations, orders, and laws governing the Premises and Lessee shall indemnify,

defend and hold the City, its Commissioners, officers, agents, servants, and employees harmless from any and all violations, fines, penalties or damages caused by such individuals. Lessee's failure to supervise its invitees, guests, licensees, agents, independent contractors and employees on or about the Premises shall constitute a default, as more particularly described below.

Section 14. Default.

14.1 This Agreement shall be considered breached if: (a) Lessee shall fail to pay any Rent due under this Lease and such failure is not cured after the notice and cure period set forth in Section 21 of this Lease; (b) Lessee shall fail to perform any other covenant herein, and such failure shall continue for thirty (30) days after receipt by Lessee of written notice thereof from the City; (c) a petition is filed against the Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement) and the same is not resolved within forty-five (45) days after the date of filing; (d) Lessee assigns its property for the benefit of creditors; (e) the creation or maintenance by Lessee of a nuisance on or about the Premises and the same is not cured by Lessee within ten (10) days after receipt by Lessee of written notice thereof from the City; (f) by or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any court or Governmental Authority having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the Lessee, and such possession shall continue in effect for a period of sixty (60) days or as otherwise provided by law; (g) Lessee shall voluntarily abandon, desert or vacate the Premises or discontinue its operation at the Premises for a period of thirty (30) continuous days other than as result of a casualty such as extreme weather, fire or similar event; (h) Lessee fails to maintain insurance required by this Agreement or (i) Lessee fails to comply and/or assist Lessor in its compliance with conditions contained within the Subgrant Agreement between the Lessor and FloridaCommerce (f/n/a FDEO) (Exhibit "A" attached hereto) which was responsible for the funding of the acquisition and construction of the Subject Property and Premises. For the avoidance of doubt, a shortfall in grant-funded performance targets, standing alone, shall not constitute a default under this subsection if Lessee has complied with reporting obligations, is using good-faith efforts to satisfy applicable requirements, and is cooperating with the City on any required corrective action plan. This subsection is intended to address a material failure or refusal to comply with or assist in required Subgrant obligations, not a good-faith programmatic shortfall.

14.2 In the event of any breach of this Agreement by Lessee, the City shall at its option, and without further written notice, have the right to terminate this Agreement and to remove the property of Lessee from the Premises using such force as may be reasonably necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detained, and the City's exercise of either or both of the rights specified above shall not prejudice the City's right to pursue any other remedy available to the City in law or equity.

14.3 Default for not paying Rent.

If Lessee defaults by not paying Rent, or remains unlawfully and wrongfully in possession after the expiration or termination of this Lease (i.e., tenant by sufferance), and City brings an action in court, including but not limited to an action for eviction, rent and possession, unlawful detainer, trespass, or writ of possession, and City prevails in such action, Lessee agrees to pay

City's attorneys' fees and costs, including but not limited to expert witness fees, deposition costs, filing fees, and any other costs or fees associated with the action, whether in county court, circuit court, U.S. district court or bankruptcy court, or any appellate court. Pursuant to Section 83.06, Florida Statutes as amended, Lessee further agrees to pay City double the amount of Rent for each month Lessee remains unlawfully and wrongfully in possession and to pay such Rent at the first day of every month or as otherwise provided in this Agreement. Nothing herein shall preclude the City Manager to allow Lessee to rightfully remain in possession on a month-to-month basis after the expiration of the Term in the City Manager's sole discretion and if so, Lessee shall not be required to pay double the amount Rent.

Section 15. Window Treatment.

15.1 Any and all window treatment to be erected and installed by Lessee shall be subject to the reasonable approval and written consent of the City Manager or designee. The City acknowledges that window treatment existing for the Premises as of the effective date of this Agreement is acceptable to the City. The cost of any and all window treatment shall be borne by the Lessee.

Section 16. Signage.

16.1 Any and all signage to be erected and installed by Lessee shall be in compliance with any applicable laws and subject to the reasonable approval and written consent of the City Manager. The City acknowledges that Lessee's signage existing as of the effective date of this Lease is acceptable to the City. The cost of any and all signage, including permits, shall be borne by the Lessee.

Section 17. Utility Services, Telephone, and Internet Service (wifi).

17.1 Lessee shall be solely responsible for the cost of all electricity, water and sanitary sewer services for the Premises. Electricity and water are separately metered to the Premises and read and billed directly to Lessee. In the event that electricity, water and sanitary sewer services are provided by the City in the future, Lessee shall contract directly with the City for such utilities. The City shall not be responsible for the disruption, termination or cessation of electrical service to the Premises and same shall be the sole responsibility of the Lessee.

17.2 Lessee agrees to furnish telephone and internet (wifi) services for the Premises at its sole cost and expense. The City shall not be responsible for the disruption, termination or cessation of telephone and internet service (wifi) to the Premises and same shall be the sole responsibility of the Lessee.

17.3 City and Lessee shall cooperate in good faith to identify and pursue lawfully available impact fee waivers, fee credits, infrastructure assistance, utility support, grants, or other public financing tools that may advance the Intended Purpose of the Premises. Nothing in this Section obligates the City to waive any fee or approve any subsidy except through such process as may be required by applicable law.

Section 18. Damages to Premises.

18.1 If the Premises are damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by the City, will equal or exceed fifty percent (50%) of the replacement value, exclusive of foundations, just prior to the occurrence of the damage, then the City may, no later than the 90th day following the damage, give Lessee a written notice of election to terminate this Lease. If following a fire or other casualty, the Premises are not ready for Lessee's normal business operations or Lessee is otherwise unable to use the Premises for normal business operations within one hundred eighty (180) days after the date of the casualty, Lessee shall have the right to terminate this Lease by giving notice to the City. In the event of a termination of this Lease pursuant to this Section, this Agreement shall be deemed to terminate on the 30th day after the giving of such written notice, and Lessee shall surrender possession of the Premises within a reasonable time after that, and the Rent, and any additional Rent, shall be apportioned as of the date of the surrender and any Rent paid for any period beyond such date shall be repaid to Lessee.

18.2 In any case in which use of the Premises is affected by any damage, there shall be either an abatement or an equitable reduction in Rent depending on the period for which and the extent to which the Premises are not reasonably usable for the purpose for which they are leased under this Lease. The words "restoration" and "restore" as used in this Section shall include repairs. If the damage results from the gross negligence or intentional misconduct of the Lessee, or Lessee's agents, servants, visitors, or licensees, Lessee shall not be entitled to any abatement or reduction of Rent, except to the extent, if any, that the City receives the proceeds of Rent insurance in lieu of such Rent.

Section 19. Waivers of Subrogation.

19.1 Notwithstanding other provisions of this Agreement, in any event of loss or damage to the Premises or any contents, each Party shall look first to any insurance in its favor before making any claim against the other Party; and, to the extent possible without additional cost, each Party shall obtain, for each policy of such insurance, provisions permitting waiver of any claim against the other Party for loss or damage within the scope of such insurance, and each Party, to such extent permitted, for itself and its insurers waives all such insured claims against the other Party.

Section 20. Eminent Domain.

20.1 If the Premises or any part of the Premises or any estate in them materially affecting Lessee's use of the Premises, is taken by eminent domain, this Agreement shall terminate on the date when title vests pursuant to such taking. The Rent and Fees shall be apportioned as of the termination date and any Rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu of such taking, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

Section 21. The City's Remedies on Default.

21.1 If Lessee defaults in the payment of Rent or Fees, or defaults in the performance of any of the other covenants or conditions of this Agreement, the City shall give Lessee written notice of such default and Lessee shall have thirty (30) days to cure the default unless the City Manager, in the City Manager's sole discretion, agrees to additional time. If Lessee fails to cure, the City Manager may, in the City Manager's sole discretion, terminate the Lease and Lessee and any sublessees (if any) shall surrender and vacate the Premises within thirty (30) days. Nothing herein shall relieve Lessee from a continuing duty to pay Rent and Fees while Lessee remains in lawful possession. If default is non-monetary and cannot reasonably be cured within such thirty (30)-day period, Lessee shall not be in default so long as Lessee commences cure within such period and thereafter diligently pursues completion to cure. No termination may occur for a non-monetary default unless the parties have first completed the mediation process as described in Section 30.2, except where immediate termination is required by applicable law or where continued occupancy presents an imminent threat to health or safety.

Section 22. Deficiency.

22.1 In any case where the City has recovered possession of the Premises by reason of Lessee's default, the City may, at the City's option, occupy the Premises or cause the Premises to be redecorated, altered, divided, consolidated with other adjoining Premises, or otherwise change or prepare the Premises for re-letting.

22.2 Lessee hereby waives all right of redemption to which Lessee or any person claiming under Lessee might be entitled by any law now or which may later be in force. The City's remedies under this Lease are in addition to any remedy allowed by law.

Section 23. Effect of Failure to Insist on Strict Compliance with Conditions.

23.1 The failure of the City to insist on strict performance of any covenant or condition of this Lease shall not be construed as a waiver of such covenant, condition. This Lease may not be changed or modified except by an agreement in writing signed by the parties.

Section 24. Written Notices.

24.1 Whenever either party desires to give written notice to the other, such notice must be in writing in at least one of the following methods:

- (a) Overnight courier, such as by FedEx or UPS, with a request for receipt acknowledgment; or
- (b) Email addresses listed herein this section, and any subsequent email address provided by either of the parties for purposes of notice under this Agreement.

Notwithstanding anything to the contrary in this Agreement, any notice of default or by a party alleging that the other party has failed to perform any of its obligations under this Agreement shall be sent by both of the methods set forth in subpart (a) and (b) of this Section.

The place for giving written notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

City of Stuart
121 Southwest Flagler Avenue
Stuart, Florida 34994
Attn: City Manager
Email: cityclerk@ci.stuart.fl.us
Telephone: 772-288-5386

FOR LESSEE:

Project LIFT, Inc.
1330 SW 34th Street
Stuart, FL 34990
Attn.: Robert Zaccheo, Jr. CEO
Email: bob@projectlift.org

Lessee shall be required to notify the City, in writing, whenever there is a change in the address of Lessee (to the place) for which written notice is to be sent (giving notice), as required in this section. In the event Lessee fails to maintain a current address on record with the City as required herein, City shall be deemed to have notified Lessee by using the last known address on record and City shall not have any responsibility or obligation to investigate the validity of the address that Lessee has provided. As a result, Lessee agrees to hold City harmless and defend same for any action or occurrence or non-occurrence as a result of Lessee not receiving written notice due to Lessee's failure to update its address for notification.

All written notices sent in accordance with this section shall be deemed to be effective upon receipt or refusal of same unless otherwise expressly provided in this Agreement.

Section 25. Section Headings.

25.1 The section headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

Section 26. Severability.

26.1 The invalidity or unenforceability of any particular provision or part of a provision hereof, shall not affect the other provisions or parts hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions or part thereof were omitted.

Section 27. Entire Agreement

27.1 This is the entire agreement between the Parties covering everything agreed upon or understood in the transaction. There are no promises, conditions, representations, warranties, guarantees, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof were in effect between the Parties other than as herein set forth. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement, in whole or in part, unless such agreement is in writing and signed by both Parties.

Section 28. Copies.

28.1 Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original. Faxed, photostatic, or electronically scanned copies of the fully-executed Agreement shall be as effective and authentic as the original for any purpose including but not limited to the enforcement of any provision of this Agreement.

Section 29. Time.

29.1 Time is of the essence with respect to the terms this Agreement.

Section 30. Choice of Law, Jurisdiction, Venue, Waiver of Jury Trial, Mediation.

30.1 This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Lease shall be in the state courts of the Nineteenth Judicial Circuit in and for Martin County, Florida. If any claim arising from, related to or in connection with this Lease must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS LEASE, THE PARTIES HERETO EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS LEASE, INCLUDING BUT NOT LIMITED TO AN ADVISORY JURY. If a party fails to withdraw a request for jury trial or for an advisory jury in a lawsuit arising out of this Lease after written notice by the other party of a violation of this section, the party making the request for jury trial or advisory jury shall be liable for the reasonable attorneys' fees and court costs of the other party in contesting the request for jury trial or advisory jury, and such amounts shall be awarded by the Court in adjudicating the motion.

30.2 Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute

through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

Section 31. Environmental Compliance; Environmental Containment and Removal.

31.1 Lessee agrees that it will treat, store, use, or handle any Hazardous Materials on the Premises in excess of those required to carry out its authorized activities at the Premises and that all such Hazardous Materials will be stored, used and disposed of in accordance with any applicable laws.

31.2 Lessee shall maintain and make available to City upon request an accurate inventory list (including quantities) of all Hazardous Materials on the Premises, whether stored, disposed of or recycled, available at all times for inspection at any time on the Premises by City officials and also by any other Governmental Authority personnel having jurisdiction over the Premises, for implementation of proper storage, handling and disposal procedures.

32.3 Lessee agrees that a twenty-four (24) hour emergency coordinator and phone number shall be furnished to City and to such applicable Governmental Authorities in case of any spill, leak or other emergency situation involving Hazardous Materials. Designation of this emergency coordination may be required by any applicable laws. Lessee agrees to provide City copies of all permit application materials, permits, monitoring reports, environmental response plans, and regulated materials storage and disposal plans related to the Premises.

33.4 The discharge of any Hazardous Materials on the Premises in violation of any applicable laws or violation of any order or directive of any Federal, State or local court or entity with jurisdiction over such discharge is prohibited. Lessee shall at all times be responsible for any discharge, disposal or release of any Hazardous Materials at the Premises occurring after the Effective Date that was caused or exacerbated by Lessee or any of Lessee's Parties, or caused or exacerbated by any trespasser on the Premises at any time that Lessee was in possession of the Premises.

33.5 If Lessee is deemed to be a generator of hazardous waste, as defined by any applicable law, Lessee shall obtain an Environmental Protection Agency identification number and the appropriate generator permit and shall comply with all applicable laws regarding to a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with any applicable laws.

33.6 Lessee shall be responsible for the release of any Hazardous Materials and the associated impacts to the environment from such a release of Hazardous Materials, which release was directly or indirectly caused by Lessee or any of Lessee's Parties that occurs on the Premises whether before or after the Effective Date of this Agreement, that is in an amount that is in violation of any applicable law or in violation of an order or directive of any Governmental Authority. Any such Hazardous Materials and associated impacts to the environment, shall at the Lessee's expense, and upon demand of City or any of its agencies or any other Governmental Authority, be

promptly contained, removed and remediated to meet the requirements of Applicable Laws, and to the satisfaction of City. The remediation must continue until the Governmental Authorities with jurisdiction have determined that no further action is necessary; it being understood and agreed that Lessee shall be obligated to clean-up and remediate the Premises to achieve such standards or clean-up levels as are reasonably required by the City. If the City is unable to lease the Premises during the period of cleanup and remediation due to the environmental condition or cleanup work being performed, in addition to any other damages, Lessee shall be responsible for payment of lost rent or lost use to the City. The firm(s) conducting the site inspection or the site cleanup work must be qualified and approved by City, and the methodology used by such firm shall be consistent with the then current engineering practices and methods required by the State of Florida or the United States government and be acceptable to City. Lessee understands and agrees that it is strictly liable for any environmental violation or harm, or any contamination to the soil or the water table under the Premises solely to the extent directly caused or materially exacerbated by Lessee or any of Lessee's Parties during the Term by acts or omissions in violation of applicable law or this Lease. Lessee shall have no responsibility for any pre-existing environmental condition, any conditions first arising from the acts or omissions of the City or third parties not under Lessee's control, or any migration onto the Premises from off-site sources not caused or exacerbated by Lessee. Said liability shall extend beyond the term of the Lease until the Premises are retested and determined to be free of contamination.

33.7 Lessee shall, at the Lessee's expense, and upon demand of City or any of its agencies or any other Governmental Authority, promptly contain, remove and remediate any Hazardous Materials discharged, disposed or released on the Premises occurring after the Effective Date of this Agreement. If Lessee does not take action promptly to have such Hazardous Materials contained, removed and abated, the City or any of its agencies may, upon reasonable notice to Lessee (which notice shall be written unless an emergency condition exists, as determined by the City, at its sole discretion), undertake the removal of the Hazardous Materials; however, any such action by the City or any of its agencies shall not relieve the Lessee of its obligations under this or any other provision of this Agreement or as imposed by law. No action taken by either the Lessee or the City to contain or remove any Hazardous Materials, or to abate a release, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the release. The Lessee shall perform remediation of any impacted property as aforesaid, in accordance with timetables acceptable to the City. The City shall have the right to pursue damages and any and all other available remedies from the Lessee if the Lessee does not comply with any of its obligations hereunder.

33.8 If City receives a notice from any Governmental Authority asserting a violation by Lessee of Lessee's covenants and agreements contained herein, or if City has reason to believe that such a violation has occurred, including but not limited to the release of Hazardous Materials on the Premises, the City shall notify Lessee of said violation and require the Lessee to actively perform and complete environmental assessment and remediation which may be required as the result of any such violation. Such activities will be performed at the sole expense of the Lessee, despite the acceptance of any site into any government funded cleanup program which might not require immediate assessment or remediation based on a site ranking or scoring within that program. If the City requires remediation of any such site, then such site shall, at the Lessee's expense and upon demand of City, be promptly contained, removed and remediated to the

satisfaction of City. The Lessee shall perform assessment and remediation of any impacted property in accordance with timetables acceptable to the City and so as to achieve a timely remediation of the site that does not impede any City development or other City plans.

33.9 Within the last sixty (60) days of the Termination Date or within sixty (60) days after earlier Lease termination, City shall have the right to have an environmental inspection performed to determine the status of any Hazardous Materials, including, but not limited to asbestos, PCBs, PFAS, and urea formaldehyde, and radon gas existing on the Premises or whether any said substances have been generated, released, stored or deposited over, or then exist beneath or on the Premises from any source.

33.10 The provisions of this section shall survive the expiration or other termination of this Agreement.

Section 34. Radon Gas.

34.1 The following provision is required by Section 404.056(7), Florida Statutes: “Radon is a naturally recurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained for your county public health unit.”

Section 35. Nondiscrimination.

35.1 Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

35.2 Lessee agrees to furnish service on a fair, equal, and nondiscriminatory basis to all users thereof and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

35.3 That in the event of breach of any of the above nondiscrimination covenants, the City Manager shall have the right to terminate this Agreement and to re-enter the Premises as if this Agreement had never been made or issued. This provision shall not be effective until the

procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

Section 36. Taxes and Assessments.

36.1 Lessee shall, at its own expense and at all times during the Term of this Agreement, pay all lawful taxes and assessments levied against the Premises as well as all taxes and assessments levied against the personal property used by Lessee in its operation on the Premises. None of the terms, covenants or conditions of this Agreement shall be construed as a release or waiver on the part of the City of the right to assess, levy or collect any license, personal, intangible, occupation or other tax which shall be lawfully imposed on the business or property of Lessee.

Section 37. Force Majeure

37.1 A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is beyond the reasonable control of a party, for example, due to a major storm event such as a hurricane, materially affecting the performance of any of its obligations under this Agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects. If either party invokes this provision to avoid performance of any obligation under this Agreement and a Court determines that party wrongfully invoked this provision to evade performance of such an obligation, the aggrieved party shall be entitled to its reasonable attorney's fees and costs for obtaining the Court's determination of the same.

Section 38. Confidential Information; Intellectual Property; Remedies

38.1 Ownership; No implied License. All intellectual property and proprietary materials of Lessee—including program models, curricula, methods, operational workflows, training content, clinical/therapeutic protocols, uniquely branded structures, software, data schemas, facility design concepts, architectural/space-planning documents, visual identities, trademarks, inventions, works-for-hire, and any work product created by or for Lessee—are and shall remain the **exclusive property** of Lessee. No license is granted or implied except as expressly set forth in this Lease for administration of the Lease.

38.2 Confidential Information. “Confidential Information” means non-public information of Lessee, whether oral, written, electronic, or embodied in materials, that is marked or reasonably understood to be confidential, including trade secrets under Florida law. The City shall not use, reproduce, disclose, reverse-engineer, or decompile any Confidential Information except solely to administer the Lease on a need-to-know basis.

38.3 Public Records Coordination. The parties acknowledge the City's obligations under Chapter 119, Florida Statutes. If a request implicates Lessee materials, the City shall promptly notify Lessee; assert available exemptions (including trade-secret exemptions); allow

Lessee a reasonable opportunity to seek protective relief; and disclose only what is legally required after implementing reasonable redactions.

38.4 Security & Access. The City shall not circulate or store Lessee Confidential Information on public-facing systems. Only named City personnel with a bona fide administrative need may access such information and must comply with the background-screening protocol in Sections 5.7 and 7.3 as amended.

38.5 Return/Destruction. Unauthorized use or disclosure of Lessee Confidential Information or IP is a **material breach**. Lessee is entitled to temporary, preliminary, and permanent **injunctive relief, specific performance**, and recovery of **direct damages**, including reasonable attorneys' fees and costs, without the necessity of posting a bond to the extent permitted by law. These protections survive termination or expiration.

38.6 Contractors. Lessee shall ensure its contractors assign to Lessee all IP rights in deliverables funded by or created for Lessee; such deliverables are deemed Lessee IP for this Section.

Section 39. Public Records

39.1 The parties acknowledge that the City is subject to the Public Records Laws of Florida (Florida Statutes, Chapter 119). To the extent required under Florida law, Lessee shall comply with those obligations relating to records relating to this Agreement. Notwithstanding anything to the contrary, Lessee does not waive any defenses or exceptions to the release of records relating to this Agreement as may be available under applicable law.

If the Lessee has questions regarding the application of Chapter 119, Florida Statutes, to the Lessee'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 atcityclerk@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994.

Section 40. E-Verify

40.1 In compliance with Section 448.095, Fla. Stat., Lessee shall, prior to the Commencement Date, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

Section 41. Compliance with Subgrant Agreement with FloridaCommerce

41.1. Lessee shall use reasonable means necessary to assist the City with its compliance with all the provisions of the CDBG-CV Subgrant Agreement attached hereto as Exhibit "A."

41.2. Lessee shall comply with the conditions contained the following attachments to the CDBG-CV Subgrant Agreement attached hereto as Exhibit "A":

Attachment E- Project Specific Conditions for Economic Development

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

Attachment G- the Civil Rights Requirements

Attachment J- Audit Requirements

Section 42. Miscellaneous

42.1 Nothing contained in this Agreement shall be deemed to create or be construed as creating in Lessee any ownership interest in or to the Premises.

42.2 The parties to this Agreement have participated fully in the negotiation and preparation in this Agreement and, accordingly, this Agreement shall not be more strictly construed against one of the parties to this Agreement.

42.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

42.3 City shall remain responsible for any pre-existing structural defect, latent defect, or pre-existing environmental condition affecting the Premises that was not caused or exacerbated by Lessee. If such condition materially interferes with Lessee's permitted uses, the parties shall cooperate in good faith on an appropriate remedy, which may include repair by City, rent abatement to the extent permitted by this Lease, or such other mutually agreed solution as is commercially reasonable under the circumstances.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of this _____ day of _____ 2026.

CITY OF STUART, FLORIDA

ATTEST:

MARY R. KINDEL
CITY CLERK

SEAN REED
CITY MAYOR

**APPROVED AS TO FORM
AND CORRECTNESS:**

LEE J. BAGGETT, ESQ
CITY ATTORNEY

LESSEE:

PROJECT LIFT, INC.

Print Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____ as _____ of Project LIFT, Inc. by () means of physical presence or () online notarization. He/She is () personally known to me or ()has produced _____ as identification.

Notary Public, State of _____
Print name: _____
My Commission Expires: _____



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

RESOLUTION NUMBER 43-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY OF STUART AND PROJECT L.I.F.T., INC. FOR THE OPERATION OF THE FACILITY KNOWN AS “PROJECT LIFT” LOCATED AT 710 SE MARTIN LUTHER KING JR. BOULEVARD, STUART, FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart received funding through the Community Development Block Grant Coronavirus Program (“CDBG-CV”) for the acquisition, demolition, and construction of a workforce development and business incubation facility located at 710 SE Martin Luther King Jr. Boulevard, Stuart, Florida (the “Property”); and

WHEREAS, the City of Stuart has completed construction of the facility known as “Project LIFT,” which is intended to serve as a center for workforce development, including trade programs, vocational education, professional development, entrepreneurship support, and business incubation; and

WHEREAS, on April 8, 2024, the City Commission approved, by Resolution No. 03-2024, a Memorandum of Understanding (“MOU”) between the City of Stuart and Project L.I.F.T., Inc. establishing the framework for collaboration regarding the development and future operation of the facility; and

Resolution Number 43-2026
Lease Agreement 710 MLK Jr. Blvd.

WHEREAS, Project L.I.F.T., Inc. is a Florida nonprofit corporation dedicated to providing workforce development services, including trade programs and vocational training, designed to increase economic opportunity and expand access to career pathways; and

WHEREAS, the City Commission finds that leasing the facility known as “Project LIFT” to Project L.I.F.T., Inc. for operation and management is consistent with the public purpose for which the facility was constructed and supports the City’s economic development, workforce training, and trade skills advancement goals; and

WHEREAS, the City Commission has reviewed the proposed Lease Agreement and finds it to be in the best interest of the City and its residents.

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

SECTION 1: The City Commission hereby approves the Lease Agreement between the City of Stuart and Project L.I.F.T., Inc. for the operation and management of the facility known as “Project LIFT,” located at 710 SE Martin Luther King Jr. Boulevard, Stuart, Florida, in substantially the form attached hereto as Exhibit “A.”

SECTION 2: The City Manager is hereby authorized to execute the Lease Agreement and any related documents necessary to implement its terms, subject to approval by the City Attorney.

SECTION 3: The City Commission finds that the Lease Agreement serves a valid public purpose by advancing workforce development through trade programs, vocational training, entrepreneurship, and job creation opportunities for residents of the City of Stuart and the surrounding region.

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:

Resolution Number 43-2026
Lease Agreement 710 MLK Jr. Blvd.

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ___ day of _____, 2026.

ATTEST:

MARY R. KINDEL
CITY CLERK

SEAN REED
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY



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

RESOLUTION NUMBER 03-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN PROJECT L.I.F.T., INC. AND THE CITY OF STUART TO CREATE A FACILITY REFERRED TO AS THE “STUART JOB TRAINING AND ENTREPRENEUR CENTER” FOR VOCATIONAL TRAINING, WORKFORCE AND PROFESSIONAL DEVELOPMENT PROGRAMMING AND BUSINESS INCUBATION, WHICH IS TO BE LOCATED AT 720 SE MARTIN LUTHER KING JR. BOULEVARD, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart applied to the Florida Department of Economic Opportunity (“FDEO”) for funds from the Community Redevelopment Block Grant (“CDBG”) coronavirus response Program for Federal Fiscal Year 2021; and

WHEREAS, the City of Stuart was notified that \$4,791,000 was approved by FDEO for the acquisition, demolition, and construction of a new facility to accommodate job training and business incubation at the property located at 720 SE Martin Luther King Jr. Boulevard, Stuart, FL 34994 (Subject Property”); and

WHEREAS, the City of Stuart purchased the Subject Property which is located in the East Stuart Neighborhood from Out of Control in Stuart, LLC; and

WHEREAS, Project L.I.F.T., Inc. is an established Florida non-profit corporation that is dedicated to providing education and training services to increase a skilled workforce and employment with industry partners; and

WHEREAS, the City of Stuart has expressed a desire to partner with Project L.I.F.T., Inc. to create a Stuart Job Training and Entrepreneur Center to meet the CDBG coronavirus Program objectives by providing job training and support entrepreneurship through training programs and creating new jobs and employment opportunities to improve the City of Stuart’s economy and enhance the sustainability of the regional marketplace.

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

SECTION 1: The City of Stuart approves the Memorandum of Understanding (MOU) between Project L.I.F.T., Inc. and the City of Stuart, a copy which is attached hereto as Attachment “A”.

SECTION 2: The City Manager is authorized to execute the MOU on behalf of the City of Stuart.

SECTION 3: The City of Stuart acknowledges the importance of this partnership to promote long-term economic growth through workforce development to meet the needs of local industries and providing career pathway for participants in the program.

SECTION 4: This resolution shall take effect upon adoption.

(The Remainder of This Page is Left Intentionally Blank)

Resolution No. 03-2024; MOU 720 MLK Jr. Blvd.

Commissioner COLLINS 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:

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

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

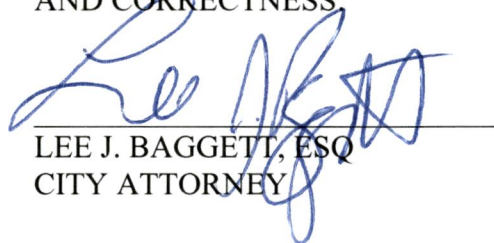
ADOPTED this 8th day of April, 2024.

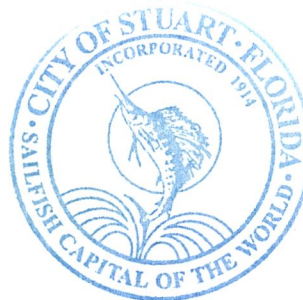
ATTEST:


MARY R. KINDEL, MMC 4/12/2024
CITY CLERK


REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


LEE J. BAGGETT, ESQ
CITY ATTORNEY



MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STUART AND PROJECT LIFT, INC.

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “MOU”), made and entered into this 15th day of April 2024, by and between **PROJECT L.I.F.T., INC.**, (hereinafter referred to as “Project LIFT”), a Florida non-profit corporation, and the **CITY OF STUART**, a Florida municipal corporation, (hereinafter referred to as “CITY”).

A. PURPOSE

The purpose of this MOU is to establish a partnership between Project LIFT and the CITY to create a facility referred to as the “Stuart Job Training and Entrepreneur Center” which is to be located at 720 SE Martin Luther King, Jr. Boulevard, Stuart, Florida 34994 (“Subject Property”). The parties intend to use the Stuart Job Training and Entrepreneur Center for vocational training, workforce and professional development programming, and business incubation to support entrepreneurship and start-up businesses. The goal is to build a skilled and versatile workforce to meet the demands of the job market, which will provide new job opportunities along with contributing to economic growth and development.

B. PROJECT AND PROGRAM DESCRIPTION

The CITY is a recipient of funds from the Community Development Block Grant Coronavirus Response Program (hereinafter referred to as “CDBG-CV”) from the Florida Department of Commerce (FDC), formerly known as the Department of Economic Opportunities, which are to be used for the acquisition of the Subject Property and demolition/reconstruction of structures on the Subject Property for the creation of the Stuart Job Training and Entrepreneur Center. Attached hereto and incorporated hereto for reference purposes as **Exhibit “1”** is a copy of the CDBG-CV Grant Agreement between the CITY and FDC. Any further amendments to the CDBG-CV Grant Agreement shall be provided to Project LIFT by CITY. The objective of the Stuart Training and Entrepreneur Center will be to provide assistance to small businesses and job training and new jobs to individuals. The vision of the Stuart Training and Entrepreneur Center is to build sustainable businesses in underrepresented neighborhoods in the CITY. The graduate companies will generate new employment opportunities, improve the CITY’s economy, and enhance the sustainability of the regional marketplace.

Pursuant to the CDBG-CV Grant Agreement, the Stuart Job Training and Entrepreneur Center must continue to be used for the purpose and objectives stated hereinabove for a period of at least 5 years after construction of the facility is completed and a certificate of occupation is issued. In addition, the CITY, with the assistance of Project LIFT, must provide estimates on how many Low- and Moderate- Income (“LMI”) individuals will receive job training and how many LMI jobs will be created or retained as a result of the services provided by the facility in the 5-year period after completion of the project.

Under the CDBG-CV Grant Agreement, the project must meet a National Objective by having at least 51% of all jobs created being held by persons from LMI households.

C. DUTIES AND RESPONSIBILITIES

CITY AGREES TO THE FOLLOWING:

1. The CITY shall be responsible for developing +/-2.4 acres of the Subject Property which it has already acquired with funds from the CDBG-CV Grant Agreement. The Subject Property will be developed to a level that is substantially similar to Project LIFT's proposed architectural renderings/engineering plans of an approximately 12,500 square foot building which are attached hereto as **Exhibit "2."**
2. The CITY will use its standard procurement procedures in connection with the design, development and construction of the Subject Facility.
3. The CITY will coordinate with Project LIFT during the design and construction phase for input and Project LIFT agrees to provide comments in a timely manner.
4. The design, demolition and construction of the project shall not exceed the amount of \$2,951,000 (pending approval of additional \$1.5 Million in CDBG funding for construction).
5. Prior to the completion of construction and receipt of a certificate of occupancy for the Stuart Job Training and Entrepreneur Center, the CITY shall enter into a mutually agreeable lease with Project LIFT for the Subject to be effective after completion of construction and receipt of a certificate of occupancy.
6. The terms under this MOU are subject to availability of funding by the CDBG-CV Grant Agreement and conditioned on the fulfillment of all the CDBG-CV Grant Agreement's terms, conditions, and mutual reporting requirements. Notwithstanding anything to the contrary herein, the CITY shall not be responsible to provide any facility to Project LIFT if said funding under the CDBG-CV Grant Agreement is not realized or continued.
7. The CITY shall be responsible for submitting the required reports under the CDBG-CV Grant Agreement to the FDC to comply with the grant requirements.

PROJECT LIFT AGREES TO THE FOLLOWING:

1. Project LIFT shall provide the building plans for the construction of the Subject Facility.
2. Project LIFT shall allow the CITY to use and coordinate with Project LIFT's architect who developed the building plans for this Project.
3. Prior to completion of construction and receipt of a certificate of occupancy for the Stuart Job Training and Entrepreneur Center, Project LIFT shall enter into a mutually agreeable lease with the CITY for the Subject Property to be effective after completion of construction and receipt of occupancy.
4. Project LIFT shall be responsible for providing services, including but not limited to skilled training programs coupled with social emotional work readiness and career counseling, at the Stuart Job Training and Entrepreneur Center. Project LIFT shall have discretion on implementation of said services/programs and may utilize pre-existing services/programs as long as they are consistent with the requirements of the CDBG-CV Grant Agreement.
5. Project LIFT shall be responsible for overseeing a workforce development program serving individuals ages 14-26 years old to successfully gain and maintain employment and apprenticeship opportunities for them.
6. Project LIFT shall be responsible for providing furniture, fixtures and equipment for the Stuart Job Training and Entrepreneur Center in connection with the operation of the Program. Any furniture, fixtures and equipment provided by Project LIFT at the Stuart Job Training and Entrepreneur Center shall be the sole property of Project LIFT.
7. Project LIFT shall be responsible for providing services to create a minimum of 50 new jobs with at least 51% of all jobs created and/or retained, which will benefit LMI persons.

8. Project LIFT shall assist the CITY in timely and accurate reporting as required by the CDBG-CV Grant Agreement.
9. Project LIFT shall be responsible for implementation, administration, and operational funding of the organization with specific programs for workforce development and job readiness activities.
10. Project LIFT will assist in job search and retaining employment after program graduation. Project LIFT shall also track participant progress in the workplace through regular communication with employment and maintain records of job retention to comply with the requirements.
11. Project LIFT shall use reasonable means necessary to assist the CITY with its compliance with all the provisions of the CDGB-CV Grant Agreement between the CITY and FDC.
12. Project LIFT shall comply with the conditions contained in Attachment E of CDBG-CV Grant Agreement– Project Specific Conditions for Economic Development; Attachment F – State and Federal Statutes, Regulations, and Policies; Attachment G – the Civil Rights Requirements; and Attachment J – Audit Requirements. See attached **Exhibit “1”**.

D. TERMS AND CONDITIONS OF ANTICIPATED LEASE AGREEMENT

1. The parties will enter into a lease agreement for the Subject Property to become effective subsequent to the completed construction and certificate of occupancy of the Facility at the Subject Property.
2. As consideration to the CITY for the granting of the lease agreement, Project LIFT shall pay the annual sum of \$1.00, commencing upon the effective date of the lease agreement. The initial term of the lease agreement shall be five (5) years. The lease agreement will provide Project LIFT with the exclusive right to renew the lease agreement at the end of the initial 5-year term. Project LIFT shall have five (5) subsequent options to renew the lease with each option being a period of ten (10) years.
4. Upon termination or upon expiration of the lease agreement, Project LIFT shall remove all improvements and restore the site to at least as good a condition as prior to its occupancy.
5. Project LIFT shall be responsible for maintaining the Subject Property, including but not limited to the buildings, parking lot, landscaping, fencing, signage, lighting, infrastructure, etc.
6. During the term of the lease agreement, Project LIFT shall be responsible for providing both property and liability insurance on the Subject Property. Project LIFT shall provide an adequate amount of property insurance for all of the buildings on the Subject Property. In addition, Project LIFT shall provide liability insurance coverage in amounts required by the CITY. A certificate of insurance showing the “City of Stuart, it’s official agents and employees” as and additional insured shall be provided to the CITY and shall be maintained throughout the term of the lease agreement. Said Certificate(s) shall include the condition that the insurance provided shall not expire without thirty (30) days written notice to the CITY. In addition, Project LIFT shall agree to indemnify, defend and hold harmless, the CITY, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney’s fees for personal, economic or 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 negligent acts, errors, omissions or other wrongful conduct of Project LIFT, agents, laborers, subcontractors or other personnel entity acting under Project LIFT’s control. The CITY is not limited to above identified language, and the lease agreement shall include more detail language and terms setting out the CITY’s requirements on the subject of insurance and indemnification.

7. Project LIFT shall be fully responsible for any assessments and property taxes for the Subject Property during the term of the lease.

E. TERM of MOU

This MOU will remain in effect for a period of FIVE (5) years from the date first written above or as may be extended by the parties to facilitate the fulfillment of the Grant Agreement's funding requirements. However, notwithstanding this provision, the MOU shall remain in full force and effect until such time as the FDC accepts the project as being finalized and until the FDC releases the CITY of its grantee obligations, including any final audit.

F. NO REPRESENTATIONS OR WARRANTIES

The parties acknowledge that they may share information and documents with each other in furtherance of the goals and activities described in this MOU. Each party acknowledges that over the course of development of a project of the kind described in this MOU, information may change or become outdated. The parties will act in good faith, but neither makes any representations or warranties regarding the accuracy or completeness of any information or documents it may share with the other. Project LIFT understands that, as a public agency, the CITY is subject to the Florida Public Records Act. Project LIFT further acknowledges that the CITY shall be permitted to disclose the requested records in response to a formal request, to the extent required by law.

G. MISCELLANEOUS TERMS

1. Governing Law. Except on subjects preempted by federal law, this MOU will be governed by and construed in accordance with the laws of the State of Florida.
2. Relationship of the Parties. Each party is and will at all times be and remain independent from the other party and will not be deemed an agent, fiduciary, partner, joint-ventures, employee, or employer of the other party. Nothing contained herein will have the effect of creating a trust, joint venture, partnership, or employment relationship between the parties. Neither of the parties has any right or power to obligate or bind the other party in any manner whatsoever.
3. Waivers. Any waiver, modification, consent, or acquiescence with respect to any provision of this MOU must be set forth in writing and duly executed by or on behalf of the party to be bound by it. No waiver by any party of any breach will be deemed a waiver of any other or subsequent breach.
4. Amendments. This MOU may only be modified or changed by written amendment signed by authorized representatives of the parties.
5. Notices. Any communication, notice, or demand of any kind whatsoever which a party may be required or may desire to give to or serve upon the other party must

be in writing and delivered by personal service (including express or courier service) or by registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, in each case addressed as follows:

CITY: City of Stuart
121 SW Flagler Avenue Stuart,
Florida 34994
Attn: Michael J. Mortell, City Manager
mmortell@ci.stuart.fl.us

With a copy to: City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994
Attn: City Attorney
c/o rcavo@ci.stuart.fl.us & lbaggett@ci.stuart.fl.us

Project LIFT: Project L.I.F.T., Inc.
1330 SW 34th Street
Palm City, FL 34990
Attn: Robert Zaccheo, Jr., CEO
Bob@projectlift.org

Without requiring an amendment to this MOU, either party may change its address for notice by written notice given to the other party in the manner provided in this Section. Any such communication, notice, or demand will be deemed to have been duly given or served on the date personally served, if by personal service; three (3) days after being placed in the U.S. Mail, if mailed; or one (1) day after being delivered to an overnight delivery service, if sent by overnight delivery. For convenience only, the parties shall endeavor to provide notice by email, in addition to the required notice provisions above.

6. No Third-Party Beneficiaries. This MOU is for the exclusive benefit of the parties to it and not for the benefit of any third party.
7. Counterparts. This MOU may be signed in counterparts, including in electronic format, each of which will be deemed an original but all of which will together constitute one and the same instrument.
8. Sovereign Immunity. Nothing contained in this MOU shall be deemed or otherwise interpreted as waiving the CITY's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in [Section 768.28, Florida Statutes.](#)

9. Assignments. Project LIFT shall not have the right to assign or subcontract any of its rights or obligations under this MOU without the prior written approval of the CITY.
10. Public Records. The Parties acknowledge that the CITY is subject to Florida's public records laws. Pursuant to Florida law (specifically, but not limited to, §119.0701, Florida Statutes), Project LIFT must comply with all applicable public records laws.

IF PROJECT LIFT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT LIFT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW Flagler Avenue
Stuart, FL 34994
(772) 288-5306
mkindel@ci.stuart.fl.us**

The parties have executed this MOU as of the date first written above.

City of Stuart, Florida

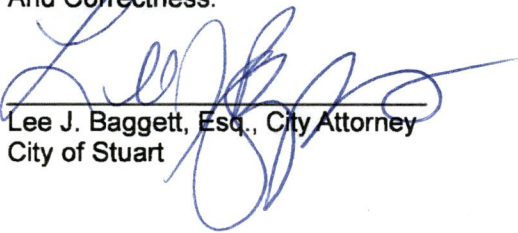


Michael J. Mortell, City Manager



Mary R. Kindel, City Clerk
City of Stuart

Approved as to Form
And Correctness:



Lee J. Baggett, Esq., City Attorney
City of Stuart

Project LIFT, LLC Inc.


(signature)

BOB ZACCHEO
(printed name)

CEO Project LIFT inc.
(title)

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

State of Florida Department of Economic Opportunity

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

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

(1) Scope of Work.

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

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

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

(3) Period of Agreement.

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

(4) Modification of Agreement.

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

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

(5) Records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) Audit Requirements.

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

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

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

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

(7) Reports.

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

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

(8) Monitoring.

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

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

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

(9) Liability.

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

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

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

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

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

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

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

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

(10) Events of Default.

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

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

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

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

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

(11) Remedies.

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

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

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

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

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

(12) Dispute Resolution.

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

(13) Termination.

(a) DEO may suspend or terminate this Agreement for cause upon 24-hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Recipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Recipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may terminate this Agreement, in whole or in part, for convenience by providing the Recipient 14-days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Recipient shall continue to perform any work not terminated. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, agreed upon by the Parties. The termination must include the effective date of the termination.

(d) If this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Recipient's receipt of the termination notice. The Recipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Recipient. DEO may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due DEO from the Recipient is determined.

(e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(14) Notice and Contact.

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

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

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

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

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

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

(15) Contracts.

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

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

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

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

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

(16) Terms and Conditions.

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

(17) Attachments.

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
 - Attachment A – Project Description and Deliverables
 - Attachment B – Project Detail Budget (Example)
 - Attachment C – Activity Work Plan (Example)
 - Attachment D – Program and Special Conditions
 - Attachment E – Project Specific Conditions
 - Attachment F – State and Federal Statutes, Regulations, and Policies
 - Attachment G – Civil Rights Requirements
 - Attachment H – Reports
 - Attachment I – Warranties and Representations
 - Attachment J – Audit Requirements
 - Exhibit 1 to Attachment J – Funding Sources
 - Attachment K – Audit Compliance Certification
 - Attachment L – CDBG-CV Subrogation Agreement

(18) Funding/Consideration.

- (a) The funding for this Agreement shall not exceed Four Million, Seven Hundred and Ninety-One Thousand Dollars and Zero Cents (\$4,791,000.00) subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.
- (b) DEO will provide funds to the Recipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Recipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.
- (c) The Recipient hereby certifies to DEO that written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG-CV program for which the Recipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. DEO has included, and the Recipient shall perform, any necessary special conditions added to Attachment D by DEO, where DEO's grant manager determined at the site visit that any of the Recipient's procedures were deficient.
- (d) The Recipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.

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

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

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

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

(19) Repayments.

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

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

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

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

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

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

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

(20) Mandated Conditions.

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

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

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

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

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

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

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

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

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

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in Subparagraph (20)(h)2., Mandated Conditions, of this Agreement; and

4. Have not within a five-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

5. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement. In addition, the Recipient shall send a completed Form CV-37, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions), to DEO for each contractor, and a completed Form CV-38, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Subcontractor), to DEO for each subcontractor. A completed Form CV-37 must be received by DEO before the Recipient enters into a contract with the respective contractor, and a completed Form CV-38 must be received by DEO before a contractor enters into a subcontract with the respective subcontractor.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.475.

(k) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

(m) The Recipient shall comply with section 519 of Public Law 101-144 and section 906 of Public Law 101-625 by having, or adopting within 90 days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement the Recipient shall transfer to DEO any CDBG-CV funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-CV funds.

(o) Any real property under Recipient's control that was acquired or improved in whole or in part with CDBG-CV funds (including CDBG-CV funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or

2. If not used to meet a national objective, Recipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-CV funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.

(21) Lobbying Prohibition.

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that:

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

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

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

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

(22) Copyright, Patent, and Trademark.

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

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

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

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

(23) Legal Authorization.

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

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

(24) Public Record Responsibilities.

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

(b) The Recipient shall keep and maintain public records, on-site as required by DEO, to perform the Recipient's responsibilities hereunder. The Recipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. The Recipient shall allow public access to all documents, papers, letters or other materials made or received by the Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Recipient in conjunction with this Agreement, the Recipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011(2), F.S., the Recipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

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

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

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

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

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

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

prior to submittal of the record to DEO serves as the Recipient's waiver of a claim of exemption. The Recipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to DEO upon completion, including termination, of the Agreement.

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

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

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

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

(25) Employment Eligibility Verification

- (a) Section 448.095, F.S. requires the following:
1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.
- (b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work

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

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

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

(26) Program Income.

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

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

(27) Independent Contractor.

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

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

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

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

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

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

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

(28) Executive Order 21-223

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

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

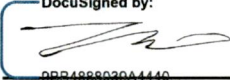
Subgrant Contract Number: 22CV-S

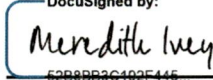
FLAIR Contract Number: H2510

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

City of Stuart, Florida

Department of Economic Opportunity

By:  Date: 1/21/2023
0884888030A1440...
(Authorized Signature)

By:  Date: 3/9/2023
62888830C403F44E...
(Authorized Signature)

Name: Troy McDonald

Name: Meredith Ivey

Title: Mayor

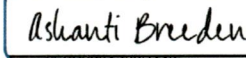
Title: Acting Secretary

Federal Tax ID#: 59-6000433

Unique ID #: PB6TP1N2JTV7

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

Office of the General Counsel
Department of Economic Opportunity

By: 
8EUC368A738D440...
Approved Date: 1/23/2023

Attachment A – Project Description and Deliverables

1. PROJECT DESCRIPTION: The City of Stuart (“Recipient”) has been selected to participate in the CDBG-CV Program. The Recipient will use CDBG-CV funds to acquire Willie Gary building located at 720 SE Martin Luther King Jr. Blvd. in East Stuart. The facility will be rehabilitated to accommodate small business incubation and job training. The national objective will come from assistance to small businesses, job training and new jobs.-The vision of the Stuart Training and Entrepreneur Center is to build sustainable businesses in underrepresented neighborhoods. The graduate companies will generate new employment opportunities, improve the City’s economy, and enhance the sustainability of the regional marketplace.

2. RECIPIENT RESPONSIBILITIES: The Recipient shall timely perform the Deliverables and Tasks described in Attachment A – Project Description and Deliverables, and in doing so, the Recipient shall comply with all the terms and conditions of this Agreement. The Recipient shall agree to a written budget (“Project Detail Budget”), subject to the approval of DEO and in conformity with the current example attached to the Agreement as Attachment B. The Project Detail Budget must identify the maximum reimbursement amount allowed for the Deliverables and Tasks described in Attachment A. The Recipient shall also agree to and shall timely perform the activities as specified within an Activity Work Plan, subject to the approval of DEO and in conformity with the current example attached hereto as Attachment C. The Project Detail Budget and the Activity Work Plan may be modified by the unilateral determination of DEO or by mutual consent of the Parties.

3. DEO’S RESPONSIBILITIES: DEO shall receive and review the Project Deliverables and, upon DEO’s acceptance of the Deliverables and receipt of the Recipient’s pertinent invoices in compliance with the invoice procedures of this Agreement, DEO shall process payment to the Recipient in accordance with the terms and conditions of this Agreement.

4. DELIVERABLES:

Recipient agrees to provide the following services as specified:

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

Attachment A – Project Description and Deliverables

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

Project Implementation Deliverable

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

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

Attachment A – Project Description and Deliverables

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

Engineering Services Deliverable

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

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

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

Attachment A – Project Description and Deliverables

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

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Attachment B – Project Detail Budget (Example)

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

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

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

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

Attachment C – Activity Work Plan (Example)

Recipient: City of Stuart Activity: _____ Project Budget: _____
 Contract Number: 22CV-S35 Date Prepared: _____ Modification Number: _____

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

Attachment D – Program and Special Conditions

Program Conditions

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

Attachment D – Program and Special Conditions

- c. The public notice must be published at least 12 days before the deadline for receipt of the proposals or bids. For construction activities, the public notice period shall conform to section 255.0525, F.S. regarding the numbers of days between publishing the notice and bid opening;
 - d. Nothing in subparagraphs a., b., or c., above shall preclude the Recipient from using additional media to solicit bids related to procurement of professional services and construction activities;
 - e. Each public notice for procurement of CDBG-CV professional services, except for application preparation, must identify either the CDBG funding source (CDBG-CV) or the CDBG-CV contract number;
 - f. In procuring services for subgrant administration, the public notice or the Request for Proposals must include all the criteria that will be used to evaluate and score the proposals. Any firm that assists the Recipient in developing or drafting criteria used in the Request for Proposals (RFP) shall be excluded from competing for the procurement as required by 2 C.F.R. § 200.319; and
 - g. Any RFP which includes more than one service shall provide the following:
 - Proposals may be submitted for one or more of the services;
 - Qualifications and proposals shall be separately stated for each service; and
 - Separate evaluations shall be done on the proposals for each service.If separate procurements result in one firm being selected for both application and administration services, those services may be combined into one contract provided there are separate scopes of work and a separate fee for each service.
6. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published RFP.
 7. The Recipient is not required to publish an RFP for subgrant administration if it decides to contract with its Regional Planning Council to administer the subgrant.
 8. A Recipient may use the design engineer for services during construction if DEO determines that the procurement for design services is compliant with 2 C.F.R. part 200 and the RFP specifically included services during construction in the scope of work.
 9. For construction procurement, if other funding sources will be included in the bid documents, the activities to be paid for with CDBG-CV funds must be shown separately so that the bid proposal identifies the CDBG-CV activities and the amount of the contract to be reimbursed with CDBG-CV funding.
 10. Construction contracts shall be awarded to the low, responsive and responsible bidder. If all bids exceed the available funds, the Recipient can apply one or more deductive bid alternates to determine the low, responsive and responsible bidder. The Recipient can reject all bids if they exceed the available funds and republish the notice.
 11. The Recipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with CDBG-CV funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. A copy of the Request for Proposals (RFP);
 - b. A copy of the RFP advertisement, including an affidavit of publication from the newspaper;
 - c. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);
 - d. Documentation of all efforts to get MBE/WBE firms to submit proposals;
 - e. For engineering/architecture contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);

Attachment D – Program and Special Conditions

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

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

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

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

Attachment D – Program and Special Conditions

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

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

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

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

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

Attachment D – Program and Special Conditions

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

Attachment D – Program and Special Conditions

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

Special Conditions

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

Attachment E – Project Specific Conditions for Construction

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

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

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

Attachment E – Project Specific Conditions for Housing Rehabilitation

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

Attachment E – Project Specific Conditions for Housing Rehabilitation

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

Attachment E – Project Specific Conditions for Housing Rehabilitation

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

Attachment E – Project Specific Conditions for Economic Development

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

Attachment E – Project Specific Conditions for Economic Development

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

Attachment E – Project Specific Conditions for Economic Development

- l. That the Participating Party shall begin construction and furnish to the Recipient evidence of the Participating Party's commencement of construction on the Participating Party Facility within the time frame specified in the Participating Party Schedule;
 - m. That prior to execution of the Participating Party Agreement, DEO must approve the Participating Party Agreement, including any amendments thereto, in writing. The right of approval granted to DEO with respect to the Participating Party Agreement between the Recipient and the Participating Party shall survive the term of this Agreement. DEO does not assume any liability or responsibility for the accuracy or enforceability of the Participating Party Agreement through the exercise of this right of approval;
 - n. The Participating Party Agreement shall not expire until the issuance of a letter of Administrative Closeout of this Agreement; however, all required job creation must be completed and documented by the termination date of this Agreement. Extension of the Subgrant Agreement shall act as an extension of the Participating Party Agreement. Failure of the Recipient to notify the Participating Party of such an extension shall not invalidate this provision;
 - o. The Participating Party shall utilize the service of the local workforce development board and/or advertise the newly created employment positions in one or more of the local newspapers that serve the city/county.
4. The Recipient shall track all new jobs created as a direct result of the construction and availability of the infrastructure paid for with CDBG-CV funds. New businesses that would otherwise not be able to locate to the project site and existing businesses that are now able to expand or create new jobs because of the availability of infrastructure being provided through this Agreement must agree to provide such information as a condition of hookups and building permits. The aggregate of all jobs created or retained as a result of the infrastructure shall be counted to ensure that 51 percent of all new full-time equivalent jobs are taken by or made available to low and moderate-income persons. Tracking and retention of said job creation shall continue until a cost per job of under \$10,000 is reached or one (1) year following the completion of the CDBG-CV funded infrastructure, whichever comes first.
5. The Recipient shall maintain records of the Participating Party's expenditure of funds that will allow accurate and ready comparison between the expenditures and contracted budget line items by contracted activity in the Attachment B - Project Detail Budget.
6. The Recipient may seek reimbursement for application preparation costs incurred prior to the date of the Agreement provided the costs were requested in the Application for Funding and the required documentation was provided.

Should this Agreement not be executed by DEO, or should the procurement process be subsequently determined not to meet program requirements, no reimbursement shall be allowed.
7. The Recipient shall ensure the design and construction of only the minimum acceptable level of infrastructure to provide the required levels of service for the on-going operations of the Participating Party in the project area. The Recipient shall demonstrate that the route chosen for construction of said infrastructure (when appropriate) is the least expensive of the available alternative routes. Documentation of the satisfaction of this requirement shall be in the form of a certification from a licensed engineer, bearing said engineer's seal.

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

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

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

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

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

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Attachment G – Civil Rights Requirements

Fair Housing

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

Each Recipient shall do the following:

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

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

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

Examples of fair housing activities include the following:

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

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

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

Attachment G – Civil Rights Requirements

Equal Employment Opportunity

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

Each Recipient shall do the following:

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

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

Section 504 and the Americans with Disabilities Act (ADA)

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

The Recipient shall do the following:

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

Attachment G – Civil Rights Requirements

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

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

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

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

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

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

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

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

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

Attachment G – Civil Rights Requirements

Section 3 Required Language

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

Whistleblower Protection

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

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

Attachment G – Civil Rights Requirements

Civil Rights Regulations

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

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

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

By:  **Date:** 1/21/2023

Name: Troy McDonald

Title: Mayor

Attachment H – Reports

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

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

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

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

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

Attachment H – Reports

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

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

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

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

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

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

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

Attachment I – Warranties and Representations

Financial Management

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

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

Competition

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

Codes of Conduct

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

Business Hours

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

Licensing and Permitting

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

Attachment J – Audit Requirements

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

Additional Federal Single Audit Act resources can be found at:

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

Attachment J – Audit Requirements

PART II: STATE FUNDED

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

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

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

N/A

PART IV: REPORT SUBMISSION

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

Attachment J – Audit Requirements

2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Recipient received the audit report); copies of the reporting package described in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.
3. Copies of financial reporting packages required by PART II of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
 - A. DEO at the following address:

Electronic copies: Audit@deo.myflorida.com
 - B. The Auditor General's Office at the following address:

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

Email Address: flaudgen_localgovt@aud.state.fl.us
4. Any reports, management letter, or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. part 200 subpart F, section 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

Exhibit 1 to Attachment J – Funding Sources

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

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Recipient:	\$4,791,000.00
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Recipient's jurisdiction.

This is not a research and development award.

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

Federal Program

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

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

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

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

N/A

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

Attachment K – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.

Recipient: City of Stuart

FEIN:

Recipient's Fiscal Year:

Contact Name:

Contact's Phone:

Contact's Email:

1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? Yes No

If the above answer is yes, answer the following before proceeding to item 2.

Did the Recipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? Yes No

If yes, the Recipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? Yes No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did the Recipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? Yes No

If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

Attachment L – CDBG-CV Subrogation Agreement

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

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

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

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

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

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

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

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

Attachment L – CDBG-CV Subrogation Agreement

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

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

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

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

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


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

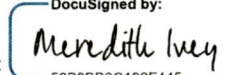
The person executing this Agreement on behalf of the Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

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

City of Stuart, Florida

Department of Economic Opportunity

DocuSigned by:
 By:  Date: 1/21/2023
 98B4006030A1440...
 (Authorized Signature)

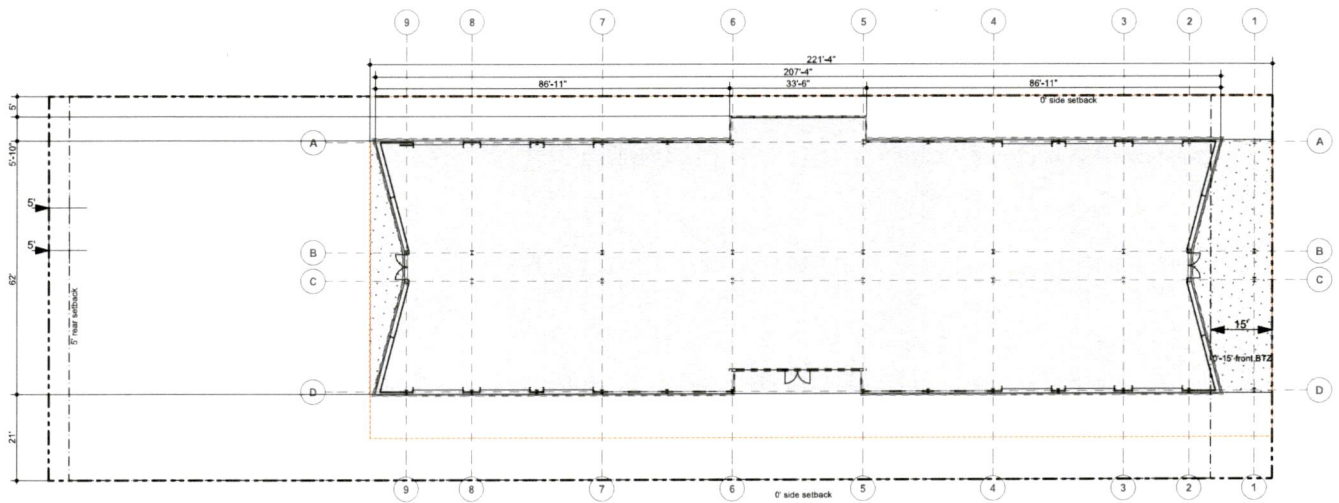
DocuSigned by:
 By:  Date: 3/9/2023
 5388823C192F44E...
 (Authorized Signature)

Name: Troy McDonald

Name: Meredith Ivey

Title: Mayor

Title: Acting Secretary



1 site plan
A-0.03 scale: 3/32" = 1'-0"

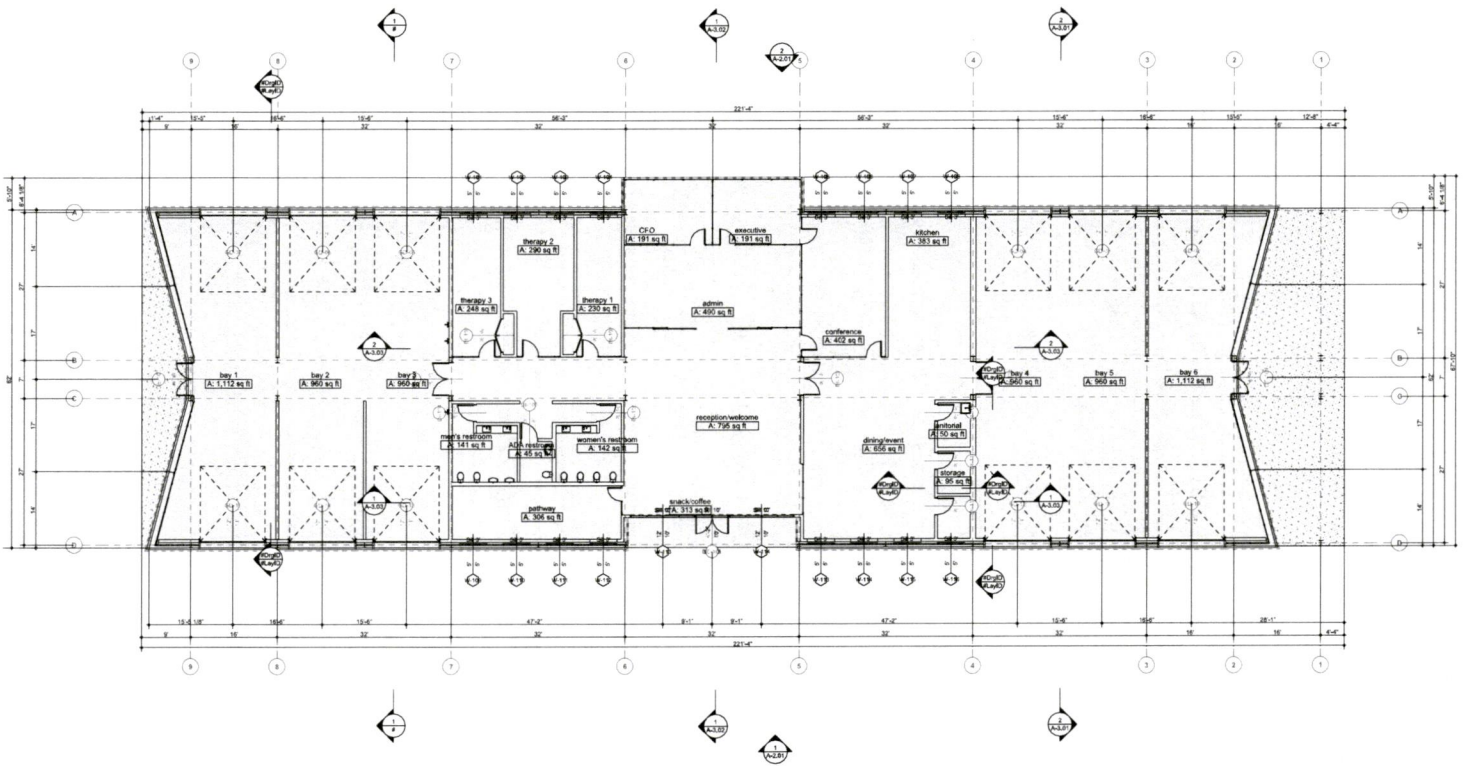
huum
hughesumbanhowar

project LIFT
1330 SW 34th St Palm City Florida 34990 USA

9/26/2022 **A-0.03**



site plan



1 first level plan
A-1.01 scale: 1/8" = 1'-0"

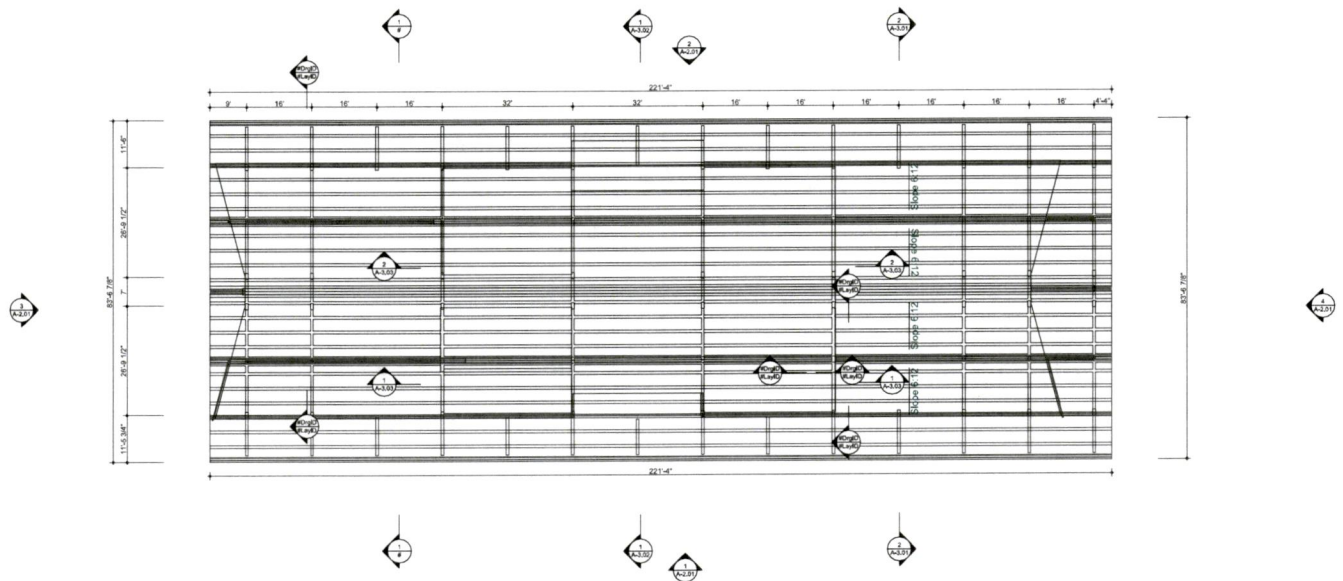


project LIFT
1330 SW 34th St Palm City Florida 34980 USA



first level plan

9/26/2022 A-1.01



1 roof level plan
A-1.02 scale: 3/32" = 1'-0"

huum
hughes umbanhowar

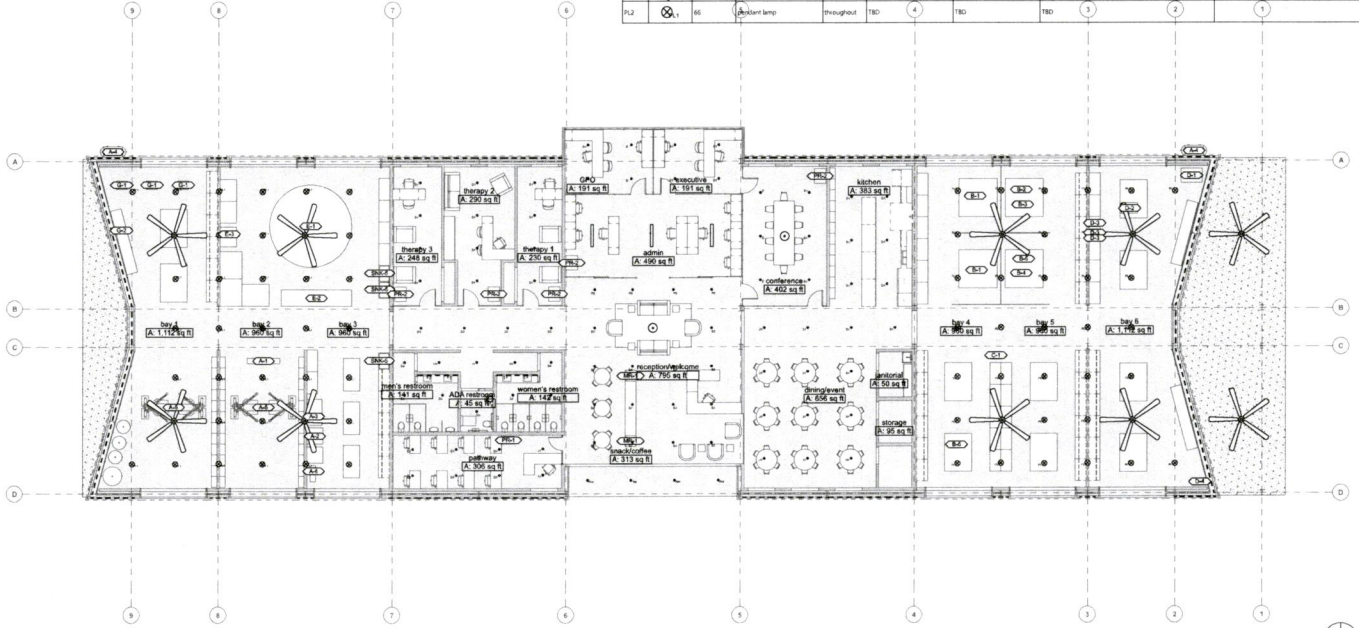
project LIFT
1330 SW 34th St Palm City Florida 34980 USA



roof level plan

9/26/2022 **A-1.02**

humm reflected ceiling schedule									
label	symbol	quantity	description	location	manufacturer	lamp type & color		mounting type	note/remarks
D1	□	56	4" interior quality ceiling recessed downlight	throughout interior	TBD	TBD	TBD	TBD	
D2	●	7	4" damp location ceiling recessed downlight	bathrooms	TBD	TBD	TBD	TBD	
D3	○	1	4" damp location ceiling recessed downlight	bathrooms	TBD	TBD	TBD	TBD	
D4	□	3	4" damp location ceiling recessed downlight	bathrooms	TBD	TBD	TBD	TBD	
DW	●	4	4" wall location recessed ceiling recessed downlight	exterior	TBD	TBD	TBD	TBD	
LE	---	42	exterior quality linear system	exterior	TBD	TBD	TBD	TBD	approx. 300 linear feet needed
LI	---	2	damp location cone lighting	restrooms	TBD	TBD	TBD	TBD	
PL1	○	2	pendant lamp	throughout	TBD	TBD	TBD	TBD	
PL2	⊗	66	ambient lamp	throughout	TBD	TBD	TBD	TBD	



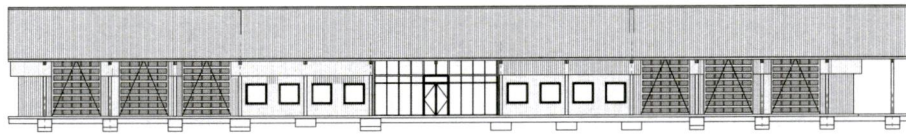
2 first level rcp
 A-1.03 scale: 1/8" = 1'-0"

humm
 hughesumbanhowar

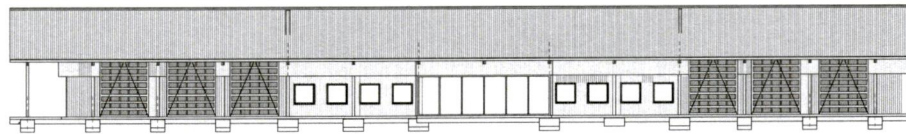
project LIFT
 1330 SW 34th St Palm City Florida 34990 USA

first level level reflected ceiling plan

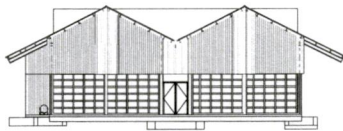
9/26/2022 **A-1.03**



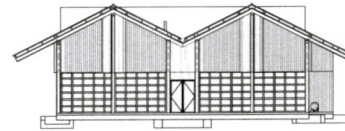
1
A-2.01
front elevation
scale: 3/32" = 1'-0"



2
A-2.01
rear elevation
scale: 3/32" = 1'-0"

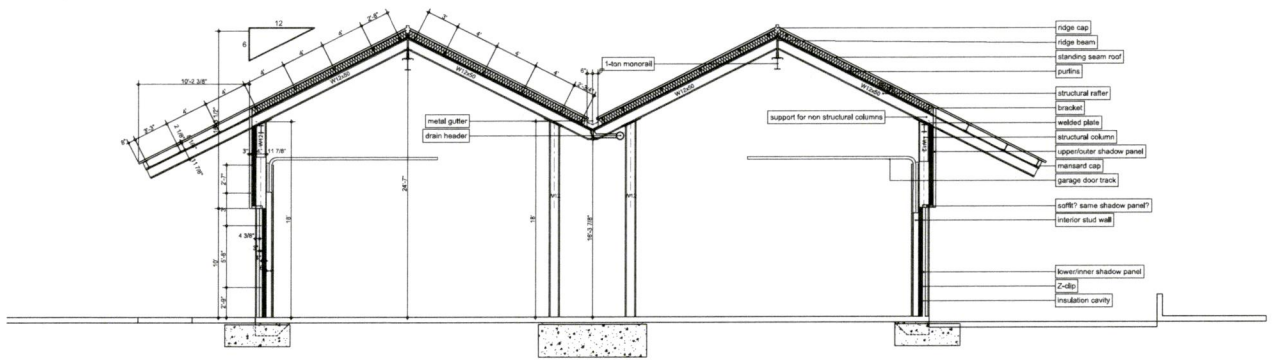


3
A-2.01
side elevation 1
scale: 3/32" = 1'-0"

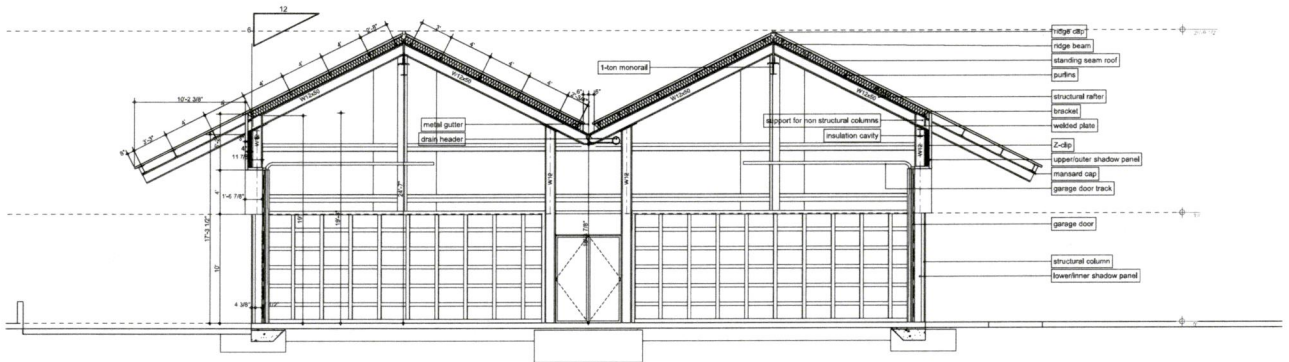


4
A-2.01
side elevation 2
scale: 3/32" = 1'-0"

notes:
see structural drawings for structural connections and details

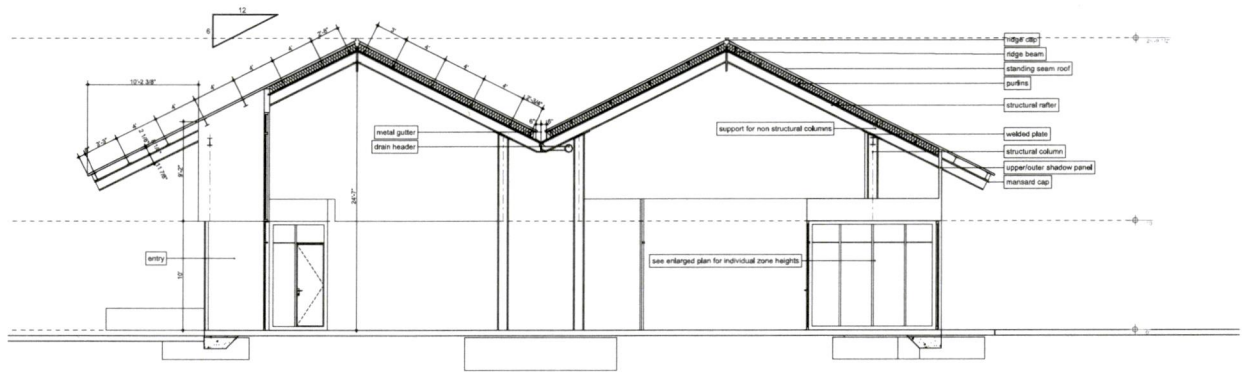


2 building section thru bay wall
scale: 1/4" = 1'-0"



1 building section thru garage door
scale: 1/4" = 1'-0"

notes:
see structural drawings for structural connections and details



1 building section thru core
A-3.02 scale: 1/4" = 1'-0"

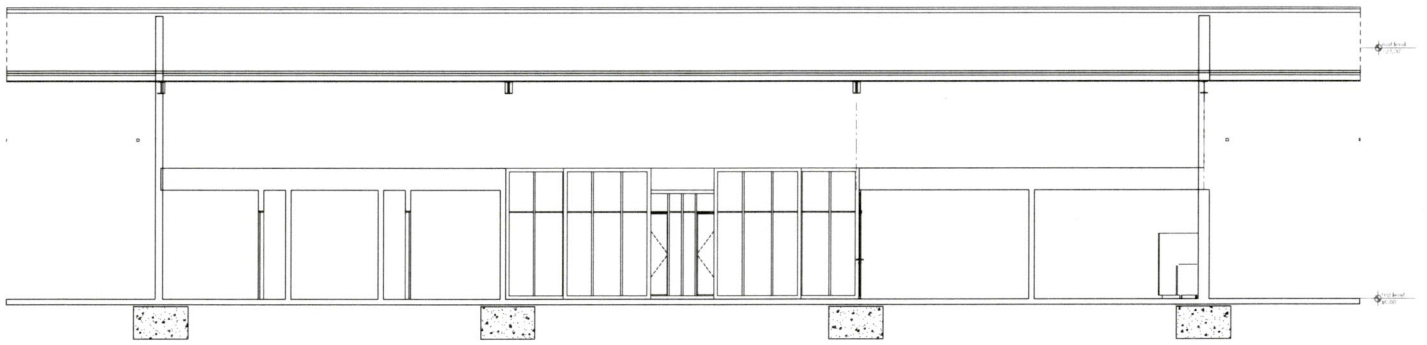


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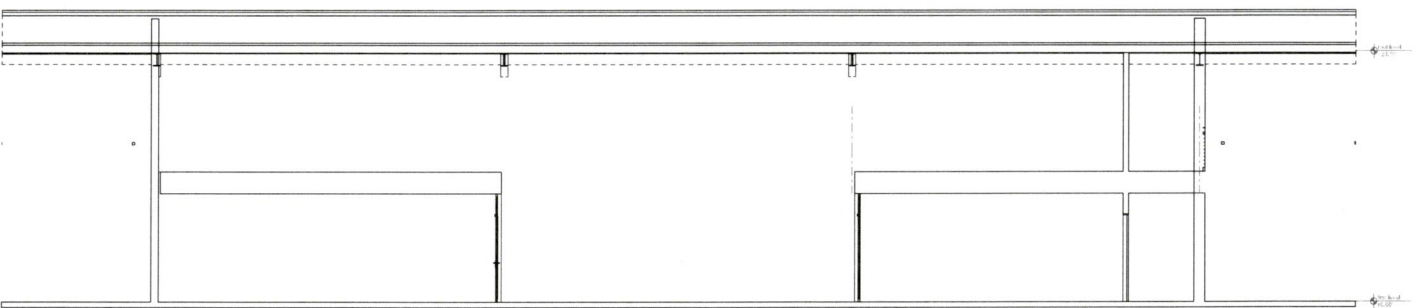
project LIFT
1330 SW 34th St Palm City Florida 34990 USA

overall building sections

9/26/2022 **A-3.02**



2 building section 5
 scale: 1/4" = 1'-0"

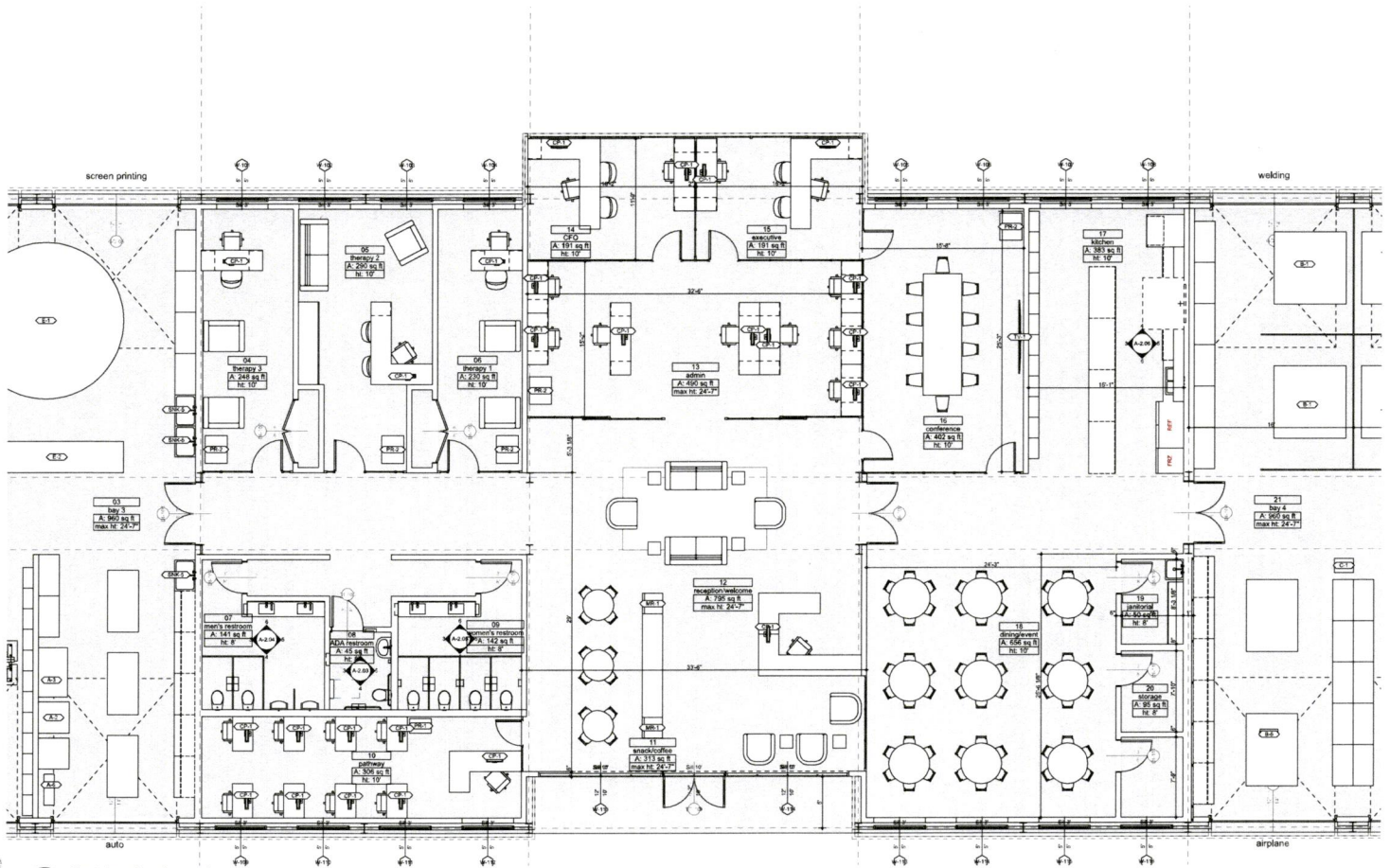


1 building section 4
 scale: 1/4" = 1'-0"

huum
 hughes umbanhowar

project LIFT
 1330 SW 54th St Palm City Florida 34990 USA

overall building section
 9/26/2022 **A-3.03**



1 first level enlarged
 A-4.01 scale: 1/4" = 1'-0"

huum
 hughesumbanhowar

project LIFT
 1330 SW 34th St Palm City Florida 34990 USA

first level enlarged plan
 9/26/2022 **A-4.01**

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

Meeting Date: 6/22/2026

Prepared by: Milton Leggett

Title of Item:

LETTER OF SUPPORT TREASURE COAST FOOD BANK SENIOR FOOD AND RESOURCE PROGRAM (RC):

RESOLUTION No. 45-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING LETTER OF SUPPORT TO GOVERNOR DESANTIS FOR 404 SPECIAL CATEGORIES GRANTS AND AIDS OLDER AMERICANS ACT PROGRAM; THE TREASURE COAST FOOD BANK SENIOR FOOD AND RESOURCE PROGRAM. THIS INVESTMENT IS CRITICAL TO REDUCING FOOD INSECURITY AND IMPROVING HEALTH OUTCOMES FOR OLDER ADULTS ACROSS INDIAN RIVER, MARTIN, ST. LUCIE, AND OKEECHOBEE COUNTIES; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Letter of Support Treasure Coast Food Bank Senior Food and Resource Program (RC):

RESOLUTION No.45-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING LETTER OF SUPPORT TO GOVERNOR DESANTIS FOR 404 SPECIAL CATEGORIES GRANTS AND AIDS OLDER AMERICANS ACT PROGRAM; THE TREASURE COAST FOOD BANK SENIOR FOOD AND RESOURCE PROGRAM. THIS INVESTMENT IS CRITICAL TO REDUCING FOOD INSECURITY AND IMPROVING HEALTH OUTCOMES FOR OLDER ADULTS ACROSS INDIAN RIVER, MARTIN, ST. LUCIE, AND OKEECHOBEE COUNTIES. THE CITY OF STUART RECOGNIZES THE SIGNIFICANT IMPACT THE ORGANIZATION HAS ON THE TREASURE COAST AND APPRECIATES ITS ONGOING EFFORTS TO COMBAT HUNGER THROUGH FOOD DISTRIBUTION PROGRAMS COMMUNITY PARTNERSHIPS, AND EDUCATIONAL INITIATIVES. AS WE CONTINUE TO SUPPORT THE TREASURE COAST FOOD BANK'S MISSION, BY VOLUNTEERING ALONGSIDE AMERICAN PUBLIC WORKS ASSOCIATION TREASURE COAST BRANCH FOR THE LAST TWELVE YEARS. WE ARE GRATEFUL FOR THEIR SERVICE AND THE POSITIVE DIFFERENCE THEY MAKE IN THE LIVES OF OUR RESIDENTS EVERY DAY.

Funding Source:

N/A

Recommended Action:

APPROVAL OF RESOLUTION NO. 45-2026

ATTACHMENTS:

1. R45-2026 LETTER OF SUPPORT TREASURE COAST FOOD BANK (1)
2. RESOLUTION NO. 45-2026 LETTER OF SUPPORT TREASURE COAST FOOD BANK SENIOR FOOD & RESOURCE- ATTACHMENT



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

RESOLUTION NUMBER 45-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING A LETTER OF SUPPORT TO GOVERNOR DESANTIS FOR THE 404 SPECIAL CATEGORIES GRANTS AND AIDS OLDER AMERICANS ACT PROGRAM, TREASURE COAST FOOD BANK SENIOR FOOD AND RESOURCE PROGRAM (SF 2063);; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Florida’s senior population faces growing challenges in affording and accessing nutritious food; and

WHEREAS, the Treasure Coast Food Bank’s Senior Food and Resource Program addresses these challenges directly by delivering fresh groceries and prepared meals, mobile food distribution, congregate meal services, home-delivered groceries for high-risk seniors, and resource navigation and support. These services are designed to remove access barriers, increase stability, and help seniors maintain independence through better nutrition; and

WHEREAS, this program will serve approximately 400 older adults experiencing food insecurity, with a total project cost of \$2,660,800, supported by \$1,000,000 in committed local match. The state’s investment of \$1,310,800 leverages significant local and private resources to maximize impact for Florida’s most vulnerable seniors. Improved nutrition directly reduces

hospitalizations, emergency interventions, and long-term healthcare costs, delivering measurable returns to Florida taxpayers; and

WHEREAS, Treasure Coast Food Bank is a trusted regional partner with a proven track record of delivering food assistance efficiently and effectively across the Treasure Coast. Protecting this funding ensures that seniors in our community can maintain their health, stability, and independence. Please preserve this funding to support the Senior Food and Resource Program.

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

SECTION 1: The Mayor is authorized to sign on behalf of the City of Stuart, a letter of support to Governor DeSantis for 404 Special Categories Grants and Aids Older Americans Act Program Treasure Coast Food Bank Senior Food and Resource Program (SF 2063).

SECTION 2: Upon the Mayor’s endorsement and execution by the City Clerk, the letter of support shall be transmitted to the Treasure Coast Food Banks Senior Food and Resource Program.

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:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ___ day of _____, 2026.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

SEAN REED
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY



City of Stuart

Stuart City Commission
121 SW Flagler Avenue • Stuart • Florida 34994
Telephone (772) 288-5312

Mayor Sean Reed
Vice Mayor - Vacant
Commissioner Eula Clarke
Commissioner Laura Giobbi
Commissioner Sean Reed

June 22, 2026

Gov. Ron DeSantis
Executive Office of Governor
400 South Monroe Street
Tallahassee, Florida 32399

RE: 404 Special Categories Grants and Aids Older Americans Act Program
Treasure Coast Food Bank Senior Food and Resource Program (SF 2063) \$1,310,800.

Dear Governor DeSantis:

I am writing to respectfully urge you to protect the \$1,310,800 in non-recurring funding allocated for the Treasure Coast Food Bank Senior Food and Resource Program in the 2026-2027 state budget. This investment is critical to reducing food insecurity and improving health outcomes for older adults across Indian River, Martin, St. Lucie, and Okeechobee Counties.

Florida's senior population faces growing challenges in affording and accessing nutritious food. The Treasure Coast Food Bank's Senior Food and Resource Program addresses these challenges directly by delivering fresh groceries and prepared meals, mobile food distribution, congregate meal services, home-delivered groceries for high-risk seniors, and resource navigation and support. These services are designed to remove access barriers, increase stability, and help seniors maintain independence through better nutrition.

This program will serve approximately 400 older adults experiencing food insecurity, with a total project cost of \$2,660,800, supported by \$1,000,000 in committed local matches. The state's investment of \$1,310,800 leverages significant local and private resources to maximize impact for Florida's most vulnerable seniors. Improved nutrition directly reduces hospitalizations, emergency interventions, and long-term healthcare costs, delivering measurable returns to Florida taxpayers.

Treasure Coast Food Bank is a trusted regional partner with a proven track record of delivering food assistance efficiently and effectively across the Treasure Coast. Protecting this funding ensures that seniors in our community can maintain their health, stability, and independence. Please preserve this funding to support the Senior Food and Resource Program.

Letter of Support Only

Sincerely,

Sean Reed
Mayor
City of Stuart

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

Meeting Date: 6/22/2026

Prepared by: Mechelle Arbuzow

Title of Item:

1560 BOONE LLC., MAJOR AMENDMENT TO WINDEMERE POINT CPUD (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2546-2025; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO PHASE 3B OF THE "WINDEMERE POINT" COMMERCIAL PLANNED UNIT DEVELOPMENT, PROVIDING FOR AN AMENDMENT TO THE MASTER SITE PLAN TO AUTHORIZE THE DEVELOPMENT OF A 1,995 SQUARE FOOT POPEYE'S RESTAURANT WITH DUAL DRIVE-THROUGH LANES LOCATED AT THE SOUTHEAST CORNER OF N.W. WINDEMERE DRIVE AND NW FEDERAL HIGHWAY; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The applicant, Joseph Castellana of 1560 Boone, LLC, owner of the property located at 1951 NW Federal Highway, seeks to amend the Commercial Planned Unit Development (CPUD) to facilitate the development of a Popeye's restaurant with double drive-through facility within the vacant footprint and remove the retail portion of Phase 3B to complete the Windemere Point Planned Unit Development.

The Windemere Point Commercial Planned Unit Development (CPUD) comprises three parcels, designated with CPUD zoning and a Commercial Future Land Use classification, totaling approximately nine (9) acres. The specific parcel where the proposed project will be located totals 1.64 acres.

The applicant is requesting approval from the Stuart City Commission to construct a 1,995-square-foot Popeye's restaurant featuring a dual drive-through. Under the original Planned Unit Development (PUD) approval, Phase 3B included both a restaurant and a retail component. The applicant now seeks to amend the Commercial Planned Unit Development (CPUD) to eliminate the retail portion, designating the restaurant as the sole use for Phase 3B. The original CPUD approved two (2) wall signs totaling 84 square feet. The current application originally requested ten (10) wall signs totaling 300.3 square feet. Upon feedback from the Local Planning Agency (LPA) Board meeting held on November 13th, 2025, the applicant modified the request to four (4) wall signs totaling 224.3 square feet.

Staff does find the proposed development to be consistent with the City's Land Development Regulations and Comprehensive Plan. However, the signage portion of the proposed development is not consistent with the original CPUD approval.

Funding Source:

N/A

Recommended Action:

Motion to approve second reading of Ordinance No. 2546-2026 (adoption)

ATTACHMENTS:

1. 2546-2025 Major Amendment CPUD
2. Staff Report

3. Major PUD Amendment Application
4. Master Site Plan
5. Survey
6. Outparcel Site Plan
7. Building Elevation and Signage
8. Building Renderings
9. Alternative Building Elevation and Signage
10. Alternative Building Renderings
11. Drainage Report Statement
12. Engineering Plan C-1
13. Engineering Plan C-2
14. Irrigation Plan LI-1
15. Irrigation Plan LI-2
16. Landscape Plan LP-1
17. Landscape Plan LP-2
18. Traffic Analysis
19. Tree Disposition Plan
20. PDQ Sign Package



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

ORDINANCE NUMBER 2546-2025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A MAJOR AMENDMENT TO PHASE 3B OF THE “WINDEMERE POINT” COMMERCIAL PLANNED UNIT DEVELOPMENT, PROVIDING FOR AN AMENDMENT TO THE MASTER SITE PLAN TO AUTHORIZE THE DEVELOPMENT OF A 1,995 SQUARE FOOT POPEYES RESTAURANT WITH DUAL DRIVE-THROUGH LANES LOCATED AT THE SOUTHEAST CORNER OF N.W. WINDEMER DRIVE AND N.W. FEDERAL HIGHWAY; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Florida Statutes § 163.3202 requires the City of Stuart to adopt, amend, and enforce land development regulations that are consistent with and serve to implement the City’s Comprehensive Plan; and

WHEREAS, pursuant to the Florida Local Government Development Agreement Act, Florida Statutes § 163.3220 *et. Seq.*, the City of Stuart has the authority to hold public hearings and enter into development agreements on properties located within the City of Stuart; and

WHEREAS, Section 11.01.10 of the City of Stuart Land Development Code requires a Major Amendment to a Planned Unit Development for a change in the site plan or approval

Ordinance No. 2546-2025 Windemere Point CPUD - Major Amendment

regarding any area set aside and designated for future development; and

WHEREAS, on May 11, 1998, the City Commission adopted Ordinance No. 1545-97, the voluntary annexation by the City of Stuart of annexation parcel #F4 being generally a 9.0-acre parcel of land on the east side of U.S. Highway One in Section 29, Township 37 South, Range 41 east, Maritn County, Florida, upon the petition of the owner thereof: declaring that the voluntary petition for annexation filed pursuant to Florida Statutes §171.044 bears the signature of the owner of the property to be annexed and that such application complies with all requirements of Chapter 171, Florida Statutes; and

WHEREAS, on August 24, 1998, the City Commission adopted Ordinance No. 1547-97, to establish the zoning classification of Commercial Planned Unit Development (“CPUD”) for annexation parcel #F4 being a 9.0-acre parcel of land generally located on the east side of U.S. Highway One in Section 29, Township 37 South, Range 41 East, Martin County, Florida, providing that the Zoning Map of the City shall be amended accordingly, and

WHEREAS, On February 25, 2008, the City Commission adopted Ordinance 2149-08, approving a major amendment to the CPUD on the property located on southeast corner of North Federal Highway and NW Windemere Drive, providing for an approval of a Master/Final site plan; providing conditions for compliance with site design qualitative development standards to establish the “Windemere Point f.k.a. Pointe at Jensen Beach Commercial Planned Unit Development,” A retail commercial development; declaring the CPUD Development; declaring the CPUD Development to be consistent with the Comprehensive Plan of the City; approving certain development documents; approving certain conditions of development; repealing all ordinances in conflict herewith, and

WHEREAS, on December 8, 2008, the City Commission adopted Resolution No. 137-08, a minor amendment to the “Windemere Point Commercial Planned Unit Development” site plan, providing an effective date; and for other purposes, and

WHEREAS, on February 8, 2010, the City Commission adopted Resolution No. 15-2010, a

Ordinance No. 2546-2025 Windemere Point CPUD - Major Amendment

minor amendment to the “Windemere Point Commercial Planned Unit Development (CPUD)” development conditions, and

WHEREAS, On November 14, 2011, the City Commission adopted Ordinance No. 2237-11, a major amendment to the CPUD on the property located on the southeast corner of the North Federal Highway and NW Windemere Drive; providing for an approval of a Major PUD Amendment providing for a new timetable for approval of construction permits and the issuance of Certificates of Occupancy for “Windemere Point” f.k.a. Point at Jensen Beach Commercial Planned Unit Development; amending the development timetable, and

WHEREAS, on November 13, 2013, the City Commission adopted Ordinance No. 2273-14, a major amendment to the CPUD on the property located on the southeast corner of NW Federal Highway and NW Windemere Drive, providing for approval of a Major PUD Amendment for “Windemere Point” frequently known as (f.k.a.) Pointe at Jensen Beach Commercial Planned Unit Development; amending the development time table accordingly; for approval of construction permits and the issuance of Certificates of Occupancy, and

WHEREAS, on February 26, 2015, the City Commission adopted Ordinance No. 2304-2015, approving a major amendment to the Windemere Point CPUD on property located on the southeast corner of NW Federal Highway and NW Windemere Drive thereby amending the project’s site plan to include a PDQ Restaurant and Retail Building; and amending the timetable of development for Phase I approval of construction permits and the issuance of Certificates of Occupancy, and

WHEREAS, on June 13, 2016, the City Commission adopted Resolution No. 57-2016, approving a minor amendment to the Windemere Point CPUD on property located on the southeast corner of NW Federal Highway and NW Windemere Drive thereby amending the timetable of development for Phase 1 and Phase 2 approval of the issuance of Certificates of Occupancy; providing an effective date; and for other purposes.

WHEREAS, on September 25, 2017, the City Commission adopted Resolution No. 99-2017, approving a minor amendment to the Windemere Point CPUD on property located on the southeast corner of NW Federal Highway and NW Windemere Drive thereby providing for a new timetable of development for Phase 3A (5,250 square feet of retail) and 3B (1,794 square feet of restaurant with drive-thru and 2,034 square feet of retail); approval of the issuance of Certificates of Occupancy; for minor site plan changes; providing an effective date; and for other purposes; and

WHEREAS, on April 9, 2024, an application was submitted by MBA Development, LLC (“Applicant”) on behalf of 1560 Boone, LLC (“Property Owner”) for an amendment to CPUD seeking authorization to develop a 1,995 square foot Popeyes Restaurant with dual drive-through lanes which is a reduction from the previously approved 2,800 square foot mixed-use structure; and

WHEREAS, the Local Planning Agency (“LPA”) held a properly noticed hearing on November 13, 2025, to consider the Applicant’s request and unanimously voted to recommend approval subject to certain conditions; and

WHEREAS, the City Commission held two properly noticed public hearings with the First Reading of the ordinance on January 12, 2026, and the Second Reading of the ordinance on June 22, 2026.

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

SECTION 1: The foregoing recitals shall be and are hereby incorporated as if fully set forth herein.

SECTION 2: The legal description of the subject property, reflecting the 1.64-acre parcel, is set forth on **Exhibit “A”** attached hereto and made a part hereof by reference. A map depicting the subject property is attached hereto as **Exhibit “B”** and made part of reference.

SECTION 3: In consideration of the LPA’s recommendation, all written and oral comments at the public hearing, the analysis by the City’s Development Department and the evidence and testimony presented by the parties at the public hearing, the City Commission has determined that the Applicant/Property Owner showed substantial competent evidence that the application is consistent with the City’s Comprehensive Plan and Land Development Code of the City along with being compliant with the procedural requirements of the law. The City Commission hereby approves the Major Amendment to the “Windemere Point Commercial Planned Unit Development (CPUD),” subject to certain Conditions of Approval. The Conditions of Approval for the subject development are attached hereto attached as **Exhibit “C”** and made part hereof by reference.

SECTION 4: All ordinances or parts of ordinances and resolutions in conflict with this ordinance or any part thereof are hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any prior contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 5: Following the adoption of this ordinance and any action for failure to complete development or otherwise comply with the Development Documents, the City Development Director may obtain a hearing before the City Commission, and shall thereupon give at least five (5) days written notice of the time, date and location of the hearing, along with specific notice of the alleged breach. At the hearing before the City Commission the Applicant, Property Owner or successor in interest may appear and may contest the allegation of breach or explain the reason or reasons for the breach. Upon a finding of a material breach of the Development Documents and therefore, the Ordinance(s) and Resolutions adopting the same, the City Commission may impose or do any or all the following:

- a. Initiate the process to amend or repeal this or any other ordinance or resolution pertaining to the development.

- b. Direct the City Development Director to initiate the process to rezone the CPUD property or any portion of the CPUD property.
- c. Impose an administrative penalty of up to \$1,000.00 for each violation, and up to \$5,000.00 for each repeat violation that occurs, along with all reasonable costs, including attorney's fees incurred by the City.

Any breach of any provision or condition of this CPUD ordinance by the Applicant, Property Owner or successor in interest shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law. In the event a violation continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

SECTION 6: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid; the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7: This ordinance shall become effective immediately upon adoption by the City Commission.

SECTION 8: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared severable.

SECTION 9: The following documents (hereinafter "Approved Development Documents" are attached hereto attached as **Exhibit "D"**) on file as public records of the City of Stuart, at the City Clerk's office in City Hall, shall be deemed as part of the conditions applicable to the subject development:

1. Boundary Survey and Topographic Survey (Sheets 1-3), dated November 10, 2010 (revised through January 7, 2025), prepared and digitally signed by Elizabeth A. Lindsay,

Ordinance No. 2546-2025 Windemere Point CPUD - Major Amendment

Registered Land Surveyor with Betsey Lindsay a Division of Haley Ward, Inc.

2. Master Site Plan (Sheet ASP-100) dated August 31, 2023, (revised through October 16, 2025), and prepared and digitally signed by Brian Herbert a Florida Registered Architect of Gallo Herbert Architects (GHA), Inc.
3. Outparcel Site Plan (Sheet ASP-101) dated August 31, 2023, (revised through October 16, 2025), and prepared and digitally signed by Brian Herbert
4. Architectural Elevation Plans and Signage (Sheets A-201) dated August 31, 2023, (revised through October 16, 2025) prepared and digitally signed by Brian Herbert of Gallo Herbert Architects (GHA), Inc.
5. Building Renderings (Sheet A-202) dated August 21, 2023, prepared and digitally signed by Brian Herbert of Gallo Herbert Architects (GHA), Inc.
6. Landscape Plans (Sheets LP-1 and LP-2), dated March 25, 2024 (revised through October 17, 2025), and prepared and digitally signed by Wayne K. Tinning, RLA., of Tinning and Associates, Inc.
7. Tree Disposition Plan (Sheet TDP1.0), dated March 25, 2024 (revised through October 15, 2025), and prepared and digitally signed by Wayne K. Tinning, RLA., of Tinning and Associates, Inc.
8. Irrigation Plans (Sheets LI-1 and LI-2), dated March 25, 2024, prepared and digitally signed by Wayne K. Tinning, RLA., of Tinning and Associates, Inc.
9. Drainage Statement, dated August 8, 2024, prepared and signed by Jeffrey P. Anton, P.E. of Terragone Engineering, LLC.
10. Engineering Plans (Sheets C-1 and C-2) dated June 4, 2025 (revised through October 16, 2025), and prepared and digitally signed by Jeffrey P. Anton, P.E. of Terragone Engineering, LLC.
11. Traffic Analysis Report, dated August 11, 2025, prepared and digitally signed by Ayman

Ordinance No. 2546-2025 Windemere Point CPUD - Major Amendment

Hasan As-Saidi, P.E. of Traffic and Mobility Consultants, LLC.

SECTION 10: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this Ordinance shall be void.

SECTION 11: Upon complete execution of this ordinance, the City Clerk is directed to record this ordinance in the Public Records of Martin County, Florida.

First read on the ____ day of _____, 2025.

Commissioner ____ offered the foregoing Ordinance and moved its adoption.

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

SEAN REED, MAYOR
VACANT, VICE MAYOR
EULA CLARKE, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

	YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this day of _____, 2026.

ATTEST:

MARY R. KINDEL
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

EXHIBIT "A" Legal Description

PARCEL 1

LOT 3, WINDEMERE POINT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17, PAGE 22 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL 2

NON-EXCLUSIVE EASEMENTS FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, PARKING, AND UTILITY PURPOSES CREATED BY AND MORE PARTICULARLY DESCRIBED IN THE CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT DATED MARCH 20, 2009 AND RECORDED MARCH 24, 2009 IN OFFICIAL RECORDS BOOK 2380, PAGE 1487, AS MODIFIED BY THE AMENDED AND RESTATED CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2665, PAGE 2451 AND RE-RECORDED IN OFFICIAL RECORDS BOOK 2685, PAGE 1592, AND AS FURTHER MODIFIED BY THE FIRST AMENDMENT TO AMENDED AND RESTATED CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2789, PAGE 1600, ALL OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL I.D.: 29-37-41-010-000-00030-0

PARCEL ADDRESS: 1961 NW Federal Highway, Stuart FL, 34994

EXHIBIT "B"

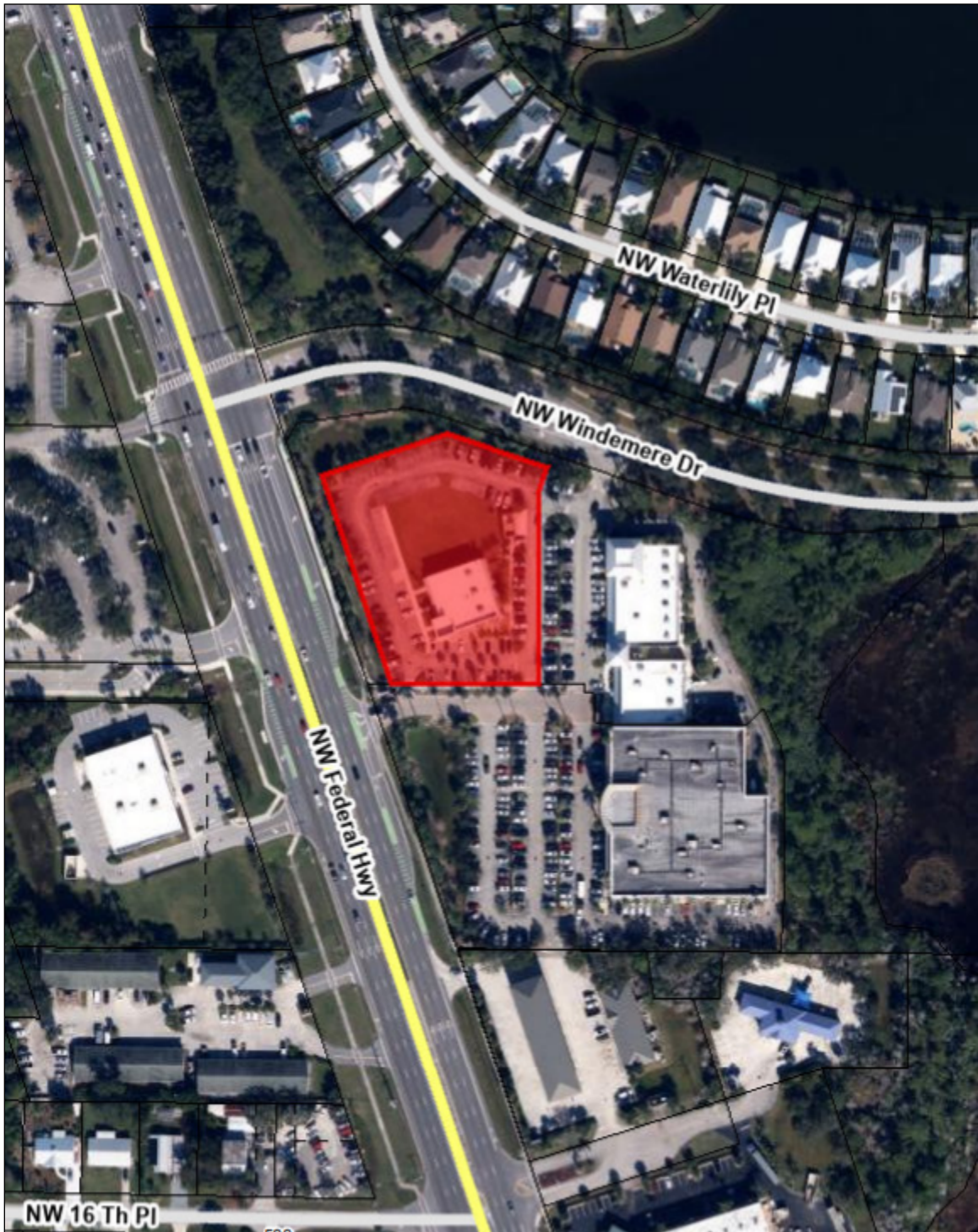


EXHIBIT “C” – DEVELOPMENT CONDITIONS

1. Any modifications to the Master CPUD Site Plan that is less than 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, drainage areas, and location of landscaping may be approved by the City’s Development Director, provided however, the Development Director may refer the matter to the City Commission for approval via a public hearing.
2. Prior to certificate of occupancy of the last building, the applicant shall provide an engineer’s written confirmation attesting that the CPUD’s storm water system is in place and functioning in compliance with all approved plans and specifications.
3. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.
4. A Landscape Maintenance Plan, executed in accordance with the Land Development Regulations, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.
5. Water and Sewer service will be provided by Martin County. All civil/utility plans must be reviewed/approved by Martin County and submitted as part of the site permit (infrastructure).
6. All proposed dumpster enclosures must be constructed in accordance with the City of Stuarts Dumpster Enclosure Const. Details.
7. If any of the proposed sanitation receptacles per use/unit require more than twice a week pickup, the owner/developer will be required to install vert-i-pack(s) with 8-yard receptacle(s).
8. All Construction pertinent to the Utilities and Engineering Department shall be installed, inspected and tested in accordance with the City of Stuart Minimum Design and Construction Standards latest edition and the City of Stuart Specifications and Ordinances where applicable. In case of discrepancies between the construction plans and aforementioned manuals, the most restrictive shall apply.

9. Approval by the Utilities and Engineering Department shall not be construed to be a license to proceed with work and shall not be construed as authority to violate, cancel, alter or set aside any of the provisions of the City Code. Approval shall not prevent this department from thereafter requiring a correction of errors in plans, construction or violation of City Code.
10. The Applicant, Property Owner or successor in interest must provide approval from Martin County for the proposed dumpster location within their easement prior to issuance of site permit (infrastructure).
11. The approval granted shall become null and void unless a Building and/or Site Permit is obtained within five (5) years of the Major Amendment to the CPUD approval, or an extension is granted in accordance with Section 8.05.08 of the City of Stuart Land Development Code.
12. Any changes to this approved site plan will require an application for amendment, in accordance with Section 11.01.00 of the Land Development Code.
13. Prior to final zoning inspection for the required site permit, the Applicant, Property Owner or successor in interest will be required to submit the following documentation to the City of Stuart Development Department:
 - a. As-built landscape plan to confirm the landscaping was installed per the approval plan
 - b. A signed and sealed letter from the landscape architect stating that all landscaping has been installed according to the approved plans.
 - c. A one-year warranty certificate from the plant nursery
14. Construction activity shall be limited from 7:00am to 6:00 pm Monday – Saturday.
15. All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the commencement of any development activities.

16. The Applicant, Property Owner or successor in interest shall construct the project's infrastructure in one phase and complete all site and infrastructure prior to the certificate of occupancy.
17. In the event of any conflict in the provisions of Exhibit "D" Development Conditions and attached exhibits, Exhibit "D" shall prevail.
18. All utility improvements constructed by the developer within Florida's Department of Transportation's right-of-way, shall be constructed in a manner and form acceptable to the FDOT. The developer shall grant any such utility easements necessary for this site as may be required by the FDOT.
19. Temporary or freestanding storage units are prohibited on the property once construction is complete.

Tree Mitigation

20. The Live Oak tree impacted will be relocated on site by a certified arborist and will comply with the Land Development Code. A Tree Removal permit is required prior to work commencing.

Signage

21. All signage within the CPUD must maintain consistency in quantity, placement, dimensions, height, illumination, and materials, reflecting a unified design theme throughout the Planned Unit Development. The signage package prepared by Priority 1 Sign Company, dated June 27, 2014, is hereby approved for this project. No additional signage beyond this approved package is permitted.

EXHIBIT “D” - Approved Plans and Documents

The Windemere Point CPUD project and use thereof shall comply with the following drawings:

- a. Boundary Survey and Topographic Survey (Sheets 1-3), dated November 10, 2010 (revised through January 7, 2025), prepared and digitally signed by Elizabeth A. Lindsay, Registered Land Surveyor with Betsey Lindsay a Division of Haley Ward, Inc.**
- b. Master Site Plan (Sheet ASP-100) dated August 31, 2023, (revised through October 16, 2025), and prepared and digitally signed by Brian Herbert a Florida Registered Architect of Gallo Herbert Architects (GHA), Inc.**
- c. Outparcel Site Plan (Sheet ASP-101) dated August 31, 2023, (revised through October 16, 2025), and prepared and digitally signed by Brian Herbert of Gallo Herbert Architects (GHA), Inc.**
- d. Architectural Elevation Plans and Signage (Sheets A-201) dated August 31, 2023, (revised through October 16, 2025) prepared and digitally signed by Brian Herbert of Gallo Herbert Architects (GHA), Inc.**
- e. Building Renderings (Sheet A-202) dated August 21, 2023, prepared and digitally signed by Brian Herbert of Gallo Herbert Architects (GHA), Inc.**
- f. Landscape Plans (Sheets LP-1 and LP-2), dated March 25, 2024 (revised through October 17, 2025), and prepared and digitally signed by Wayne K. Tinning, RLA., of Tinning and Associates, Inc.**
- g. Tree Disposition Plan (Sheet TDP1.0), dated March 25, 2024 (revised through October 15, 2025), and prepared and digitally signed by Wayne K. Tinning, RLA., of Tinning and Associates, Inc.**
- h. Irrigation Plans (Sheets LI-1 and LI-2), dated March 25, 2024, prepared and digitally signed by Wayne K. Tinning, RLA., of Tinning and Associates, Inc.**

- i. Drainage Statement, dated August 8, 2024, prepared and signed by Jeffrey P. Anton, P.E. of Terragone Engineering, LLC.**
- j. Engineering Plans (Sheets C-1 and C-2) dated June 4, 2025 (revised through October 16, 2025), and prepared and digitally signed by Jeffrey P. Anton, P.E. of Terragone Engineering, LLC.**
- k. Traffic Analysis Report, dated August 11, 2025, prepared and digitally signed by Ayman Hasan As-Saidi, P.E. of Traffic and Mobility Consultants, LLC.**



TO: City Commission

THROUGH: Jodi Kugler, Development Director

FROM: Mechelle Arbusow, Development Planner I

MEETING DATE: Monday, January 12, 2026

SUBJECT: 1560 Boone, LLC – Major Planned Unit Development Amendment
(Project No. MJPD-25-1)

AGENDA REQUEST:

This Major Amendment request seeks to develop a Popeye’s fast-food convenience restaurant with double drive-through lanes within the vacant footprint for Phase 3B at the Windemere Point Planned Unit Development.

GENERAL INFORMATION

Property Owner/Applicant: Joseph Castellana, 1560 Boone, LLC
80 Seaview Boulevard
Port Washington, NY 11050

Agent: Robert Sherman of MBA Development, LLC
7280 W. Palmetto Park Road, Suite 105
Boca Raton, FL 33433

Location: 1961 NW Federal Highway

Parcel ID: 29-37-41-010-000-00030-0

BACKGROUND

The Windemere Point Commercial Planned Unit Development (CPUD) comprises three parcels, designated with CPUD zoning and a Commercial Future Land Use classification, totaling approximately nine (9) acres. The specific parcel where the proposed project will be located totals 1.64 acres.

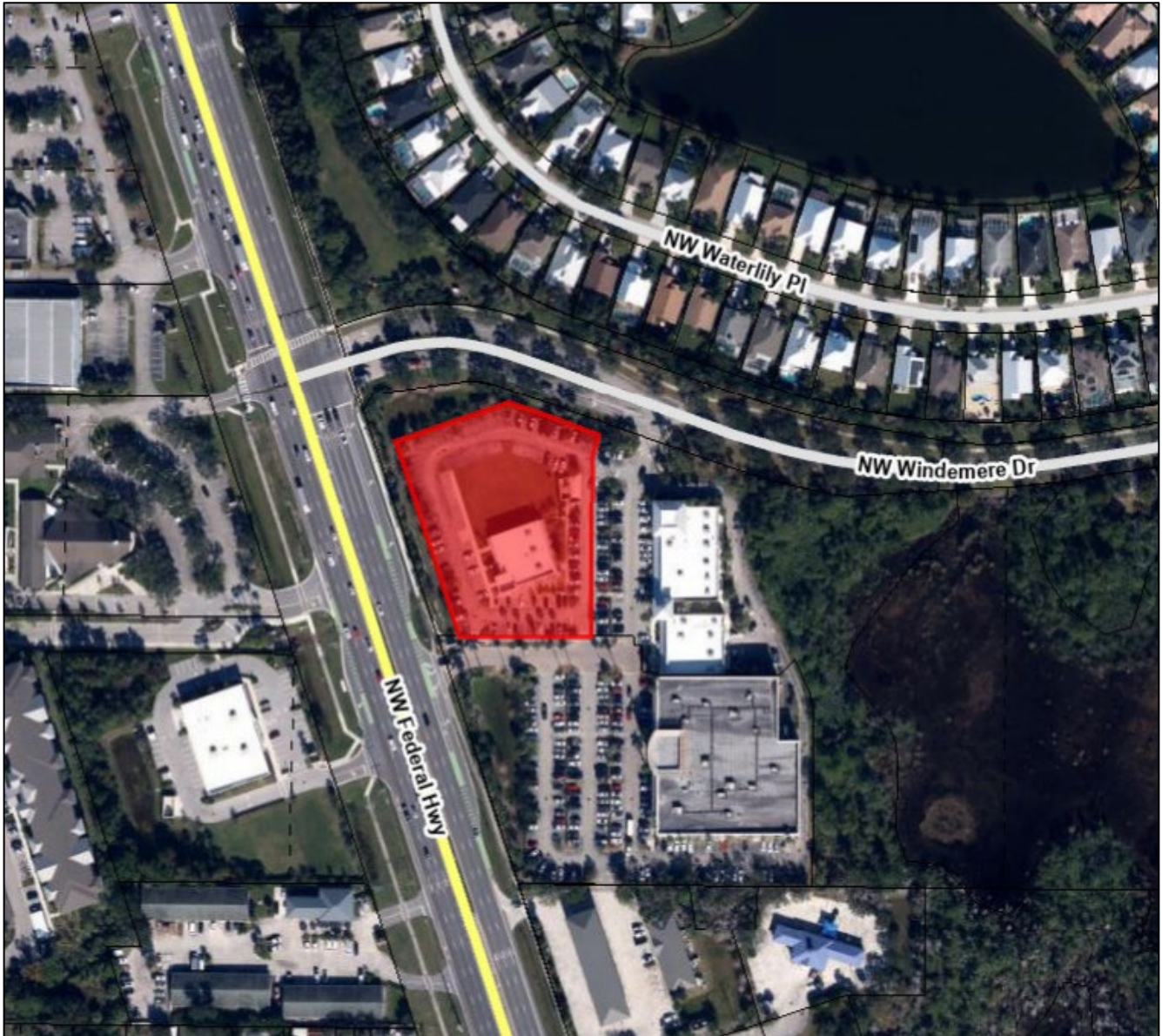
The applicant is requesting approval from the Stuart City Commission to construct a 1,995-square-foot Popeyes restaurant featuring a dual drive-through. Under the original Planned Unit Development (PUD) approval, Phase

3B included both a restaurant and a retail component. The applicant now seeks to amend the Commercial Planned Unit Development (CPUD) to eliminate the retail portion, designating the restaurant as the sole use for Phase 3B.

Development History and Timetable – Windemere Point Commercial Planned Unit Development (CPUD)

Date	Action Ordinance Resolution	Summary of Approval
May 11, 1998	Ordinance 1545-97	Approved voluntary annexation of Parcel #F4 (approximately 9 acres) on the east side of U.S. Highway 1 into the City of Stuart.
August 24, 1998	Ordinance 1547-97	Established zoning classification of Commercial Planned Unit Development (CPUD) for the annexed property.
February 25, 2008	Ordinance 2149-08	Approved a Major Amendment to the CPUD, adopting a master/final site plan for Windemere Pointe (retail commercial development) and repealing conflicting ordinances.
December 8, 2008	Resolution 137-08	Approved a Minor Amendment to modify building footprints, sidewalks, parking stalls, dumpster location, and landscaping.
February 8, 2010	Resolution 15-2010	Approved a Minor Amendment to adjust the traffic signal timetable.
November 28, 2011	Ordinance 2237-11	Approved a Major Amendment to establish a new timetable for construction permits and certificates of occupancy.
May 12, 2014	Ordinance 2273-14	Approved a Major Amendment revising the timetable for construction permits and issuance of certificates of occupancy.
February 9, 2015	Ordinance 2304-2015	Approved a Major Amendment revising the site plan to include a PDQ restaurant and retail building and amended the timetable of development for Phase 1.
June 13, 2016	Resolution 57-2016	Approved a Minor Amendment revising the timetable of development for Phase 1 and Phase 2.
September 25, 2017	Resolution 99-2017	Approved a Minor Amendment revising the timetable for Phase 3A (5,250 sq. ft. retail) and Phase 3B (1,794 sq. ft. restaurant with drive-through + 2,034 sq. ft. retail).

Location Map



Land Use/Zoning neighboring proposed development:

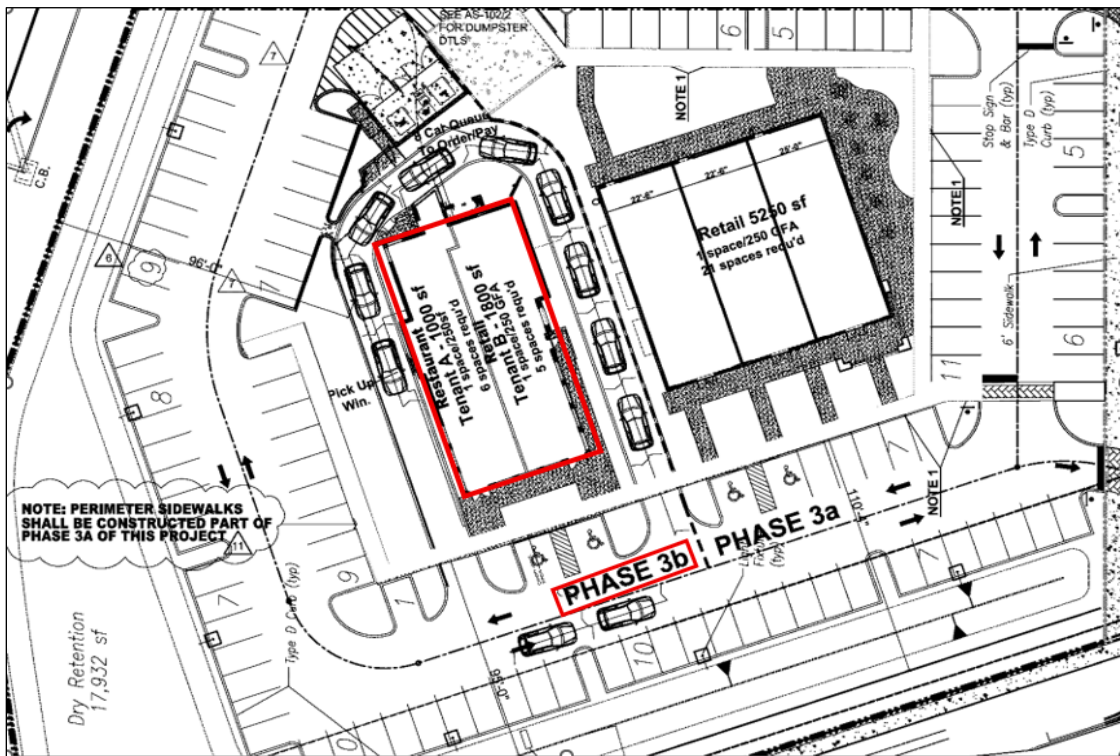
Surrounding Property	Address	Zoned	Future Land Use
North	Pineapple Plantation Property Owners Association	Martin County Zoning: PUD Residential	Martin County: High and Low Density
West	1950 NW Federal Highway	Martin County Zoning: B-1	Martin County: Comm/Off/Res

South	1901 NW Federal Highway	CPUD	Commercial
East	1941 NW Federal Highway	CPUD	Commercial

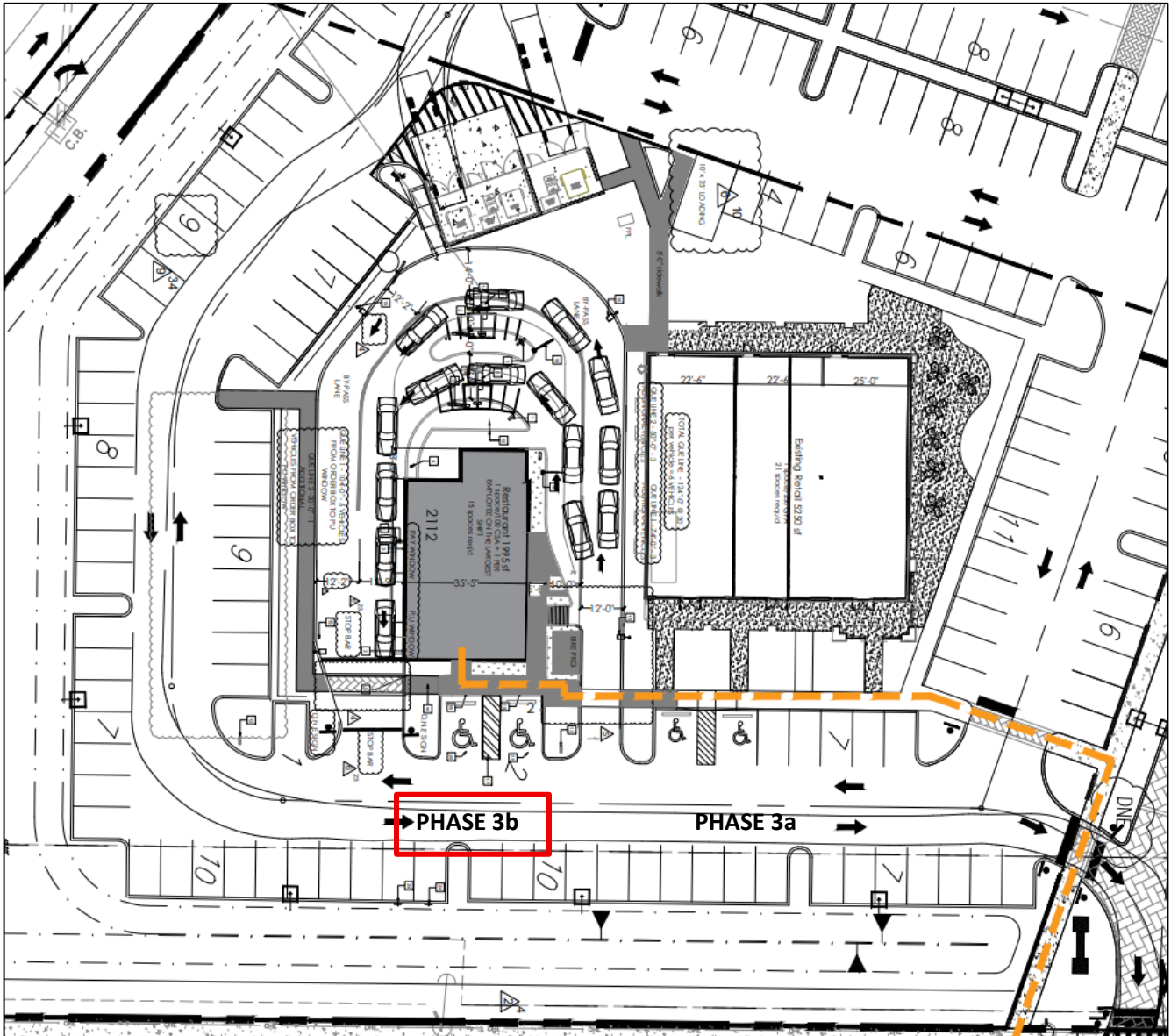
PROJECT ANALYSIS

The proposed double-lane drive-through Popeyes Restaurant represents the final phase of development within the Windemere Point Commercial Planned Unit Development (CPUD). Upon approval, the applicant will be required to comply with all applicable conditions and requirements outlined in the CPUD agreement.

The original approval for Phase 3b granted under Resolution 99-2017, adopted on September 25, 2017, states a 2,034-square-foot retail space and a 1,794-square-foot restaurant with drive-through.



The current major amendment to the PUD request proposes a Popeyes Restaurant totaling 1,995 square feet with dual drive-through lanes and one by-pass lane as depicted below.



Signage

The original site plan, approved in 2014, designated the location for a PDQ Restaurant. As part of that approval, a specific signage package was authorized, consisting of seven signs, including one temporary construction sign. This signage package remains a reference point for evaluating the proposed changes associated with the Popeyes development.

The original approved signage from 2014 details is as follows:

- **Wall Signs:** Two signs, each measuring 42 square feet
- **Directional Signs:** Two signs, each measuring 2.8 square feet

- **Monument Sign:** One freestanding monument sign
- **Construction Sign:** One temporary sign for construction purposes
- **Flagpole:** One flagpole installation

The current application is proposing a total of ten (10) signs as part of the Popeyes Restaurant development, which marks the final phase of the Windemere Pointe Commercial Planned Unit Development (CPUD). The proposed signage includes a mix of wall-mounted and graphic elements, detailed as follows:

Wall Signs:

- One sign on the west elevation fronting US 1, measuring 43.2 square feet
- One sign on the elevation fronting NW Windemere Drive, measuring 24.1 square feet

Graphic and Branding Elements:

- One “Louisiana Kitchen” sign with chicken graphic – 10 square feet
- One standalone chicken graphic – 33 square feet
- One “Love That Chicken” graphic – 117 square feet
- One “Famous Louisiana Chicken” graphic – 40 square feet
- Four chicken graphic shutter elements – 33 square feet each

Notably, the proposed signage plan does not include a monument sign or any temporary construction signage, which were part of the original 2014 PDQ Restaurant approval.

Staff viewed the sites of other Popeyes restaurant closest to the proposed location and found that the other sites have the following signages:

Port Saint Lucie fronting US 1 – 1 wall sign and a monument sign



Port Saint Lucie Blvd – 1 wall sign with two circular logos on each side and 1 monument sign



Kanner Highway in Martin County – 3 wall signs, 2 circular logos on each side and 1 monument sign



Alternative signage incorporating Local Planning Agency (LPA) Feedback

4 SIDE RENDERING - TEAL SHUTTERS

1 FRONT RENDERING

3 DRIVE THRU SIDE RENDERING

4 PROJECT MATERIALS

- WOOD FACADE
- SW-4381 - DOVER WHITE
- SW-2868 SAGE
- AWNING - SILVER
- SW - 6489 REALLY TEAL (Shutters)
- ALUMINUM STOREFRONTS
- POPEYES SIGN COLOR #ff7d01 Flush Orange

GHA
 Digitally signed by Brian Herbert
 Date: 2023.12.17 08:48:00 -05'00'
POPEYES WINDEMERE POINT STUART, FL
 1560 BOONE, LLC
 SITE PLAN APPROVAL 08-31-2023 19-2023
 PROPOSED BUILDING RENDERINGS
A-202

Alternative Sign Request incorporating LPA Feedback

WAIVER TABLE			
ITEM	CODE SECTION	REQUIRED	PROVIDED
SIGNS	6.11.17 Design Standards Matrix	Not more than two per occupant - 1.5 sq. ft. for first 25 linear feet occupancy; then 1 sq. ft. per linear foot over 25 linear feet occupancy (not to exceed 100 sq. ft. per occupancy) -on building face	Two "Popeyes" Tenant Signs - One on the West Elevation 43.2 SF (US-Highway 1 frontage and one on the North Elevation 24.1 SF (NW Windemere Drive frontage)
Additional Trade Dress - Signs	6.11.17 Design Standards Matrix	Not specifically mentioned	SIGN DELETED One - "Love the Chicken" graphic 117 SF, One - "Famous Louisiana Chicken" 40 SF, SIGN DELETED

City Services

The City of Stuart will continue to provide sanitation services to the site, ensuring consistent and reliable support.

Parking

The existing parcel provides a total of 103 parking spaces. Of these, 21 spaces are allocated to the current retail use. The proposed restaurant development will remove 9 existing spaces, but the plan includes striping 16 new

spaces to offset this impact. The restaurant will require 25 parking spaces. Additionally, there are 64 surplus spaces that would have been utilized if the remaining retail development had been constructed.

Parking Table	
Existing	103 Spaces
Existing Retail Required	21 Spaces
Impact Due to Development	9 Spaces
Proposed (New)	16 Spaces
Total Required for restaurant and 5 employees	25 Spaces
Total Provided	89 Spaces

Traffic Impacts

The proposed development net trip generation shows a negative number of afternoon peak hour trips and a minimal (<1%) increase in morning peak hour trips.

It is anticipated that the proposed trip generation potential for the site is as follows: 122 (67 entering / 55 exiting) AM peak hour trips, and 229 (127 entering / 102 exiting) PM peak hour trips. The analysis included an assessment of the proposed trip generation against the previously approved trip generation that included a retail development.

Stormwater Drainage

The current application site plan sheet ASP-100 by Gallo Herbert Architects digitally signed October 16, 2025 and prepared by Brian Herbert proposes an impervious surface coverage of 57%, and pervious of 42%.

Kimley-Horn, the City’s consultant, reviewed the provided drainage statement that satisfies the City of Stuart’s criteria.

Tree Mitigation

The Live Oak tree impacted will be relocated on site by a certified arborist and will comply with the Land Development Code. A Tree Removal permit is required prior to work commencing.

Public Works/Utilities and Engineering

In reviewing the above reference project, this Department does conceptually approve the submitted application. Upon acceptance of the permit, you agree to the conditions listed below:

- This review is not for construction. Further review is required.

- Water and Sewer service will be provided by Martin County. All civil/utility plans must be reviewed/approved by Martin County.
- All proposed dumpster enclosures must be constructed per the City of Stuarts Dumpster Enclosure Const. Details.
- If any of the proposed sanitation receptacles per use/unit require more than twice a week pickup, the owner/developer will be required to install vert-i-pack(s) with 8-yard receptacle(s).

All Construction pertinent to this Department shall be installed, inspected and tested in accordance with the City of Stuart Minimum Design and Construction Standards latest edition and the City of Stuart Specifications and Ordinances where applicable. In case of discrepancies between the construction plans and afore-mentioned manuals, the most restrictive shall apply.

Approval by this department shall not be construed to be a license to proceed with work and shall not be construed as authority to violate, cancel, alter or set aside any of the provisions of the City Code. Approval shall not prevent this department from thereafter requiring a correction of errors in plans, construction or violation of City Code.

CODE COMPLIANCE RESTS WITH THE DESIGN ENGINEER.

Building Department

All Structures built on site shall have signed and sealed drawings per FBC 2023 8th Edition & Nec 2020 and all other up to date Codes for other disciplines.

Fire Department

All work shall comply with the Florida Fire Prevention Code, 8th Edition. Review and approval by the AHJ shall not relieve the applicant of the responsibility for compliance with this Code.

PUBLIC NOTIFICATION

On October 24, 2025, the Applicant sent notification to thirty-one (31) property owners located within 300 feet of the proposed petition. Two (2) public notification signs were installed to inform the public about the LPA Public Hearing.

The applicant sent notifications to property owners located within 300 feet of the proposed petition. Two (2) public notification signs were installed and updated to inform the public about the City Commission Public Hearings.

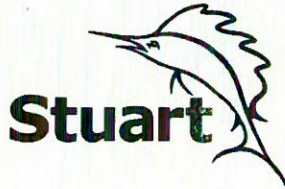
STAFF RECOMMENDATION

Staff does find the proposed development to be consistent with the City's Land Development Regulations and Comprehensive Plan.

The request for an additional sign was not included in the original approval and is now being submitted based on the recommendation of the Board and City Commission approval; staff is not recommending approval of the additional signage.

UPDATE:

At the LPA meeting held November 13th, the LPA Board suggested that the applicant submit alternative color rendering to match the shopping plaza. The applicant submitted the color rendering and elevation showing a request for less signage, a total of four (4) wall signs instead of the original request for ten (10) signs.



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

Received by: MA
 Reviewed by: _____

Received via email
 4/9/2024

Paid - Receipt #30038423

Planned Unit Development (PUD) Amendment Application

Project ID# Z24040001
 (Staff Entry)

Pre-App Conference Date: <small>November 30, 2023</small>	Application Date: <small>November 15, 2023</small>
--	---

SITE INFORMATION

Project Name: <small>1560 Boone, LLC</small>	Parcel ID#: <small>293741000000300</small>	29-37-41-010-000-00030-0
Site Address: <small>1961 NW Federal Highway</small>		
Subdivision: <small>Lot 3 Windermere Pointe</small>	Lot(s): <small>See survey attached</small>	
Site Acreage: <small>1.64 acres</small>	Flood Zone/Base Flood Elevation: <small>X</small>	
Existing Zoning District / CRA Subdistrict (if applicable):		
Proposed Zoning District / CRA Subdistrict (if applicable):		
Current Comprehensive Plan Future Land Use Designation: <small>CPUD</small>		
Proposed Comprehensive Plan Future Land Use Designation: <small>CPUD</small>		
Existing Land Use: <small>PUD</small>	Proposed Land Use: <small>PUD</small>	
Proposed Square Footage (if applicable): <small>2,000 sq ft</small>	Proposed Density (if applicable): <small>N/A156</small>	

PETITIONER INFORMATION

Property Owner: <small>1560 Boone, LLC</small>	Phone Number / Email Address: <small>516-723-2203 / Joseph@primefoodsny.com</small>
Property Owner's Mailing Address: <small>80 Seaview Blvd., Port Washington, N.Y., 34994</small>	
Applicant (if not Owner): <small>MBA Development, LLC</small>	Phone Number / Email Address: <small>305-586-7787 / robert@mbadevelopmentgroup.com</small>
Applicant's Mailing Address: <small>7280 W. Palmetto Park Road, Suite 105, Boca Raton, Florida 33433</small>	
Agent/Contact Person: <small>robert sherman</small>	Phone Number / Email Address: <small>same as above</small>
Agent's Mailing Address: <small>same as above</small>	
Architect: <small>Gallo Herbert Architect</small>	Engineer: <small>Terragone Engineering</small>
Planner: <small>n/a</small>	Landscape Architect: <small>Tonning & Assoc, Inc</small>

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

Description of Request

(Please Print or Type)

This application meeting is to process the development of this out parcel to the original approved for a free standing QSR .
The Prior Approval under Ordinance No. 2149-08 as amended by Resolution No. 137-08, Resolutions 15-2010; Ordinance No. 2237-2011, 273-2014, 2304-2015 and Resolution 99-2017. The new proposed tenant and building layout is in keeping with the original use and single tenant design .
The new site plan shows that the building size has been reduced from 1,794 sq ft of restaurant space with a single drive thru lane and 2,034 sq. ft. of retail to ONLY 1,993 sq. ft. of resturant with a double drive thru land and ZERO retail all within e master layout of the parcel .

Statement of Ownership and Designation of Authorized Agent

(Please Print or Type)

Before me, the undersigned authority, personally appeared JOSEPA CASTELLANA
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 FREE STAMPAUB FOOD USE in the City of Stuart, FL.
3. That he/she has appointed ROBERT SHERMAN to act as an authorized agent on his/her behalf to accomplish the above project.

Name of Owner: 1560 Boone LLC

Joseph Castellana

Signature of Owner:

80 Seaview Blvd

Street Address

P.O. Box

516-723-2200

Telephone Number

josephc@primefoods.ny.com

Email Address:

Joseph Castellana, Pres

By: Name/Title

Port Washington, NY, 11050

City, State, Zip Code

City, State, Zip Code

516-723-2222

Fax Number

New York
STATE OF FLORIDA, COUNTY OF NASSAU

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

3rd day of April, 2024 By Albania M. Herrera Estevez

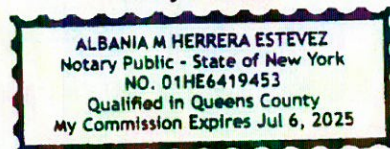
Personally Known OR Produced Identification
Type of Identification Produced:

Albania M. Herrera Estevez

Notary Public

My Commission expires:

07/06/2025



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

Financial Responsibility Form

(Please Print or Type)

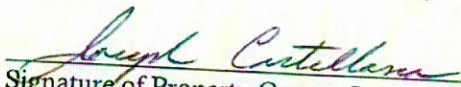
The Undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all City expenses associated with the referenced application (s) including time spent by the City's consultants and further acknowledges that payment of consultant fees will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

Name:	Joseph Castellana
Title:	President
Company:	1560 Boone, LLC
Company Address:	80 Seaview Blvd.

City/State/Zip Code:	Port Washington, NY, 11050
Telephone Number:	516-723-2200
Facsimile Number:	516-723-2222
Email Address (optional):	JosephC@primefoodsny.com

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

1. Signed this 3 day of April, 2024



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

Application Requirements

Fees:

- Major PUD Amendment - \$3,195.00; or [This application is for a Major PUD Amendment](#)
- Minor PUD Amendment: \$2,130.00; or
- PUD Agreement Amendment (text change only): \$1,065.00

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

A Major Planned Unit Development Amendment is one which shall include any one of the following:

- A change of two (2) percent or more in the area of any land use designations shown on the site plan;
- Any change in the list of proposed uses;
- An increase in residential density of five (5) percent or more;
- An increase in nonresidential Building square footage of ten (10) percent or more;
- A change in the boundary of the PUD district;
- A change in the site plan or approval regarding any area(s) set aside and designated for future development;
- Any other change determined by the City Development Director to have a potentially significant impact on City services or the surrounding neighborhood;
- An amendment of greater than twelve (12) months to an originally approved timetable of development. Such an amendment may only be approved upon good cause shown to the City Commission. Any contributions conditioned as part of the original PUD agreement shall be revisited upon application for timetable extension. A timetable extension greater than twelve (12) months will require a full concurrency review.

(A Minor Planned Unit Development Amendment is any amendment that is not a Major Amendment.)

Submittal Requirements: A completed application form, the payment of fees, a site plan, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, and any other information as may be required by the City Development Director in order to do a thorough review of the request. (Note: A concept plan may, at the discretion of the applicant, be submitted instead of a site plan if a site plan has not previously been approved. 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)*

Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application. For a Major PUD amendment, the Local Planning Agency (LPA) is required to hold an advertised public hearing and formulate a recommendation to the City Commission. For both types of applications, the City Commission is required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.


Justification: Written justification supporting the application and demonstrating how the application remains:
(a) consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses; and
(b) complies with the relevant development standards of the City of Stuart Land Development Code.

(over)

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

SITE DATA		Current Application	Prior Approval 2008
Total Size Area:	9.17 acres (399,378 sf.)	9.17 acres (399,378 sf.)	9.17 acres (399,378 sf.)
Future Land Use Designation:	Commercial	Commercial	Commercial
Existing Zoning:	CPUD	CPUD	CPUD
Building Height:	45' max.	45' max.	45' max.
Developed area: (site area - upland preserve - upland buffer)	8.02 acres (349,514 sf.)	8.02 acres (349,514 sf.)	8.02 acres (349,514 sf.)
Mitigated Wetland Area (permitted)	1.17 acres (50,919 sf.)	1.17 acres (50,919 sf.)	1.17 acres (50,919 sf.)
BUILDING SETBACK			
Front:	95.00'	104.00'	104.00'
Rear:	92.60'	92.60'	92.60'
North Side:	51.50'	51.50'	51.50'
South Side:	75.10'	75.10'	75.10'
PERVIOUS/IMPERVIOUS CALCULATIONS			
Impervious Area:	5.27 acres (229,909 sf.) 57%	5.33 acres (232,174 sf.) 58%	
Building coverage:	1.54 acres (67,402 sf.) 17%	1.65 ac. (71,932 sf.) 18%	
Pavement:	3.33 acres (145,127 sf.) 35%	3.28 ac. (142,862 sf.) 36%	
Sidewalk:	0.40 acres (17,380 sf.) 4%	0.40 ac. (17,380 sf.) 4%	
Pervious Area:	3.89 acres (169,469 sf.) 42%	3.84 ac. (167,204 sf.) 42%	
Upland Preserve Area:	1.23 acres (53,879 sf.) 14%	1.23 ac. (53,879 sf.) 14%	
Upland Buffer:	0.77 acres (33,484 sf.) 8%	0.77 ac. (33,484 sf.) 8%	
Landscape Area:	1.19 acres (51,762 sf.) 13%	1.14 ac. (49,497 sf.) 12%	
Dry Retention:	0.70 acres (30,344 sf.) 8%	0.70 ac. (30,344 sf.) 8%	
Open Space Required:	2.29 acres (99,845 sf.) 25%	2.29 acres (99,845 sf.) 25%	
Open Space Provided:	3.89 acres (169,469 sf.) 42%	3.84 acres (167,204 sf.) 42%	
*Upland Preserve Required (minus wetland)	2.00 acres (87,115 sf.)	2.00 acres (87,115 sf.)	
9.17 acres - 1.17 acres = (8.00 acres){25%}=2.00 acres			
Upland Preserve Provided (on site):	2.00 acres (87,363 sf.)	2.00 acres (87,363 sf.)	
* Preserve requirements are based on site upland area and exclude the existing 1.17 acres wetland			
PARKING REQUIREMENTS			
Proposed Popeyes Building Area (SF)		1,993	
Total Total Project Building Area (SF)	70,995	72,988	
Parking Required:		337 Spaces	
Fitness Center (45,000 sf.) 1 sp/200 sf:		225 spaces	
Strip Shop Retail (10,550 sf.) 1 sp/250 sf:		42 Spaces	
Retail - Outparcel (5,250 sf.) 1 sp/250 sf:		56 Spaces	
Popeyes QSR 1sp/ 100 sf (1,000 sf Serv. Area) + 5 EMP=		14 Spaces	
		13 Spaces	
		34 Spaces	
Parking Provided:		373 Spaces	
Handicap Spaces Provided:		12 Spaces	
Overall Parking Ratio (Proposed in the application)		4.88 spaces / 1000 sf	

Martin County Property Information Lookup

General Information		Property Location Map	
Parcel #	293741010000000300		
Owner Name:	1560 BOONE LLC		
Owner Address:	80 SEAVIEW BLVD PORT WASHINGTON, NY 11050		
Site Address:	1961 NW FEDERAL HWY STUART, FL 34994		
Storm Surge Evacuation Zone:	E		
Flood Zone - BFE:	X - N/A' NAVD		
FIRM Panel:	12085C0132H		
Urban Service District:	Primary		
Municipality:	City of Stuart		
Taxing District:	District 1		
ISO-PPC Rating:	Contact City of Stuart Fire Rescue		
Subdivision infill applicability:	No		
Development Imposed Conditions:	Residential Fire Sprinklers Not Required		
Building Design Wind Speed			
Occupancy Category I,II,III/IV:	140, 160, 170		
Land Use			
Land Use information can change frequently, please verify with the Martin County Growth Management Department at 772-288-5495			
Zoning:	STUART		
Zoning Details:	N/A		
Future Landuse:	NO DATA		
Landuse Details:	N/A		
Community Redevelopment			
CRA:	N/A		
CRA Regulating Plan:	N/A		
Schools			
School information obtained from the Martin County School District system, 772-219-1200			
Elementary School:	Felix A. Williams Elementary		
Middle School:	Stuart Middle School		
High School:	Jensen Beach High School		
Created: September , 12th, 2023 3:46 PM			
Election Information			
Voter Precinct	1		
Commission District:	1		
Commissioner:	Doug Smith	772-288-5400	
Clerk of Circuit Court:	Carolyn Timmann	772-288-5576	
County Sheriff:	William Snyder	772-220-7000	
Property Appraiser:	Jenny Fields	772-288-5608	
School Superintendent:	John D. Millay, Ph.D.	772-219-1200	
Supervisor of Elections:	Vicki Davis	772-288-5637	
Tax Collector:	Ruth Pietruszewski	772-288-5600	
Utilities & Solid Waste			
Service:	Utility:	Availability: Phone:	
Water:	Martin County Utilities	Yes 772-221-1434	
Sewer:	Martin County Utilities	No 772-221-1434	
Recycle Collection:	Recycle Friday		
Trash Collection:	Garbage Tuesday and Friday		
Yard Waste Collection:	Yard Waste Wednesday		

Disclaimer: The Geographic Information System map product, received from Martin County, ("COUNTY") is provided "as is" without warranty of any kind, and the COUNTY expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by the recipient. Please contact the responsible Martin County Department for specific determinations.

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 IT IS A VIOLATION OF THE LAW FOR ANY PERSON UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT TO ALTER THESE PLANS AND SPECIFICATIONS. THIS DOCUMENT CONTAINS PROPERTY INFORMATION AND SHALL NOT BE USED OR REPRODUCED, OR ITS CONTENTS DISCLOSED, IN WHOLE OR IN PART, WITHOUT THE PROPER WRITTEN CONSENT OF GALLO HERBERT ARCHITECTS. CONTRACTOR(S) SHALL VERIFY EXISTING CONDITIONS AND CORRELATE DIMENSIONS PRIOR TO PROVIDING THE WORK DETAILED IN THESE DRAWINGS, AND SHALL PROMPTLY NOTIFY THE DESIGNER OF ANY DISCREPANCIES.

REVISION INDEX: 2 # = rev description

- 1 REVISED MASTER PLAN PER REDLINE COMMENTS (KH COMMENT 1)
- 2 REVISED TITLE BLOCK ADDRESS (DIRECTIONAL) (KH COMMENT 2)
- 3 ADDED LEGAL DESCRIPTION TO COVER SHEET (KH COMMENT 3)
- 4 ADDED PROPOSED DATA TO SHEET ASP-100 (KH COMMENT 4)
- 5 REVISED SIGN TO MONUMENT SIGN (KH COMMENT 5)
- 6 SIGNAGE CONFORMANCE NOTE ADDED TO ASP-101 (KH COMMENT 6)
- 7 ADDED STATEMENT REGARDING TREE MITIGATION (KH COMMENT 7)
- 8 ADD SIGN WAIVER TABLE (PLANNING COMMENT 1)
- 9 PROVIDE LEGIBLE SITE INFORMATION (PLANNING COMMENT 2)
- 10 PROVIDE LOADING AREA (PLANNING COMMENT 3)
- 11 COORDINATE BUILDING AREA ON SHITS (PLANNING COMMENT 4)
- 12 ADJUST PARKING CALCULATIONS PER 6.01.13 (PLANNING COMMENT 5)
- 13 PARKING COUNT CORRECTION (PLANNING COMMENT 6)
- 14 DIMENSION PARKING STALLS (PLANNING COMMENT 7)
- 15 SHOW QUEUING REQUIREMENTS OF 20 FT (PLANNING COMMENT 8)
- 16 LABEL THE PICKUP AND PAY WINDOWS (PLANNING COMMENT 9)
- 17 DIMENSION TWO WAY DRIVES AT 24' (PLANNING COMMENT 10)
- 18 SHOW A LEGEND FOR THE CALLOUTS (PLANNING COMMENT 11)
- 19 UPDATE REVISION TABLE (PLANNING COMMENT 12)
- 20 TREE MITIGATION STATEMENT LOC. ADJ. (PLANNING COMMENT 13)
- 21 ADJUST CROSS WALK TO MATCH CIVIL (PLANNING COMMENT 14)
- 22 REMOVE 2 PARKING STALLS IN DRIVE THRU (PLANNING COMMENT 15)
- 23 ADD STOP BARS AT DRIVE THRU CROSSING (PLANNING COMMENT 16)
- 24 CORRECT INDEX TO SHOW A-201 (PLANNING COMMENT 17)
- 25 CORRECT DUMPMSTER AND SHOW AUTO TURN (KH COMMENT 1 & 2)
- 26 SHOW CARS IN THE DRIVE THRU (PLANNING COMMENT 1 - 7/9/25)
- 27 LEGEND OR KEY FOR CALL OUT (PLANNING COMMENT 2 - 7/9/25)
- 28 CORRECT INDEX TO SHOW C1 & C2 (PLANNING COMMENT - 7/9/25)
- 29 LIST TDP: 0 IN INDEX (PLANNING COMMENT 5-7/9/25) NO TDP: 0 EXISTS
- 30 CORRECT L1 & L2 TO L1P1 & L2P2 IN INDEX (PLANNING COMMENT 6 - 7/9/25)
- 31 SHOW IRR PLANS L1-1 & L2-2 IN INDEX (PLANNING COMMENT 7 - 7/9/25)
- 32 DELETE EXTRANEOUS NOTE IN SITE PLAN SCOPE NOTES RE: PLYCON
- 33 ADD ELEVATION TAG NOTES TO ELEVATION SHEET
- 34 CHANGE PARKING COUNT FROM 10 TO 9 + ADD BUMPERS AT HC SPACES

SITE PLAN LEGEND

- NEW SHELL BUILDING, INTERIORS & NOT PART OF THE SCOPE OF WORK
- PAVES CROSSWALK
- PEDESTRIAN SIDEWALKS OR CONCRETE SLABS
- NEW LIGHT POLE, REFER TO PHOTOMETRICS
- NEW WALL PACK, REFER TO PHOTOMETRICS
- ACCESSIBLE ROUTE TO RIGHT OF WAY

FIRE NOTE:

1. PROVIDE KNOX BOX AT EACH BUILDING IN ACCORDANCE WITH LOCAL JURISDICTION.
2. PROVIDE AN ADDRESS NUMBER FOR TENANT SPACE IN ACCORDANCE WITH LOCAL JURISDICTION.

ITEM	CODE SECTION	REQUIRED	PROVIDED
SIGNS	6.11.17 Design Standards Matrix	Not more than two per occupant - 1.5 sq. ft. for first 25 linear feet occupancy, then 1 sq. ft. per linear foot over 25 linear feet occupancy (not to exceed 100 sq. ft. per occupancy) - on building face	Two "Popeyes" Tenant Signs - One on the West Elevation 43.2 SF (US-Highway 1 Frontage and one on the North Elevation 24.1 SF (NW Windemere Drive Frontage)
Additional Trade Dress - Signs	6.11.17 Design Standards Matrix	Not specifically mentioned	Louisiana Kitchen (with Chicken Graphic) 10 SF, Chicken Graphic 33 SF, "Love the Chicken" graphic 17 SF, "Famous Louisiana Chicken" 40 SF, 4 - Chicken Graphic Shutter element - 33 SF each.

PROJECT SIGNS - WAIVER REQUEST TABLE
 3/16" = 1'-0"

SITE DATA

	Current Application	Prior Approval 2008
Total Site Area:	9.17 acres (399,378 sf.)	9.17 acres (399,378 sf.)
Future Land Use Designation:	Commercial	Commercial
Existing Zoning:	C-200	C-200
Building Height:	45' max	45' max
Developable Area:	8.02 acres (348,044 sf.)	8.02 acres (348,044 sf.)
(Site area - upland preserve - upland buffer)		
Mitigated Wetland Area (permitted):	1.17 acres (50,939 sf.)	1.17 acres (50,939 sf.)

BUILDING SETBACK

Front:	96.00'	104.00'
Rear:	92.00'	92.00'
North Side:	13.50'	13.50'
South Side:	75.30'	75.30'

PERVIOUS/IMPERVIOUS CALCULATIONS

	5.27 acres (229,909 sf.) 57%	5.33 acres (232,174 sf.) 58%
Impervious Area:	1.24 acres (53,814 sf.) 13%	1.24 acres (53,814 sf.) 13%
Building Coverage:	3.33 acres (145,127 sf.) 30%	3.28 ac. (142,862 sf.) 30%
Pavement:	0.40 acres (17,360 sf.) 4%	0.40 ac. (17,360 sf.) 4%
Sidewalk:		
PerVIOUS Area:	3.89 acres (169,469 sf.) 42%	3.84 ac. (167,204 sf.) 42%
Upland Preserve Area:	1.23 acres (53,819 sf.) 14%	1.23 ac. (53,819 sf.) 14%
Upland Buffer:	0.77 acres (33,844 sf.) 8%	0.77 ac. (33,844 sf.) 8%
Landscaping Area:	1.39 acres (60,472 sf.) 13%	1.34 ac. (58,872 sf.) 12%
Dry Detention:	0.70 acres (30,364 sf.) 8%	0.70 ac. (30,364 sf.) 8%
Open Space Required:	2.29 acres (99,845 sf.) 25%	2.29 acres (99,845 sf.) 25%
Open Space Provided:	3.89 acres (169,469 sf.) 42%	3.84 acres (167,204 sf.) 42%
*Upland Preserve Required (minus wetland):	2.00 acres (87,115 sf.)	2.00 acres (87,115 sf.)
Upland Preserve Provided (on site):	2.00 acres (87,363 sf.)	2.00 acres (87,363 sf.)

PARKING REQUIREMENTS

	MINIMUM REQUIRED FROM ORDER	9 SPACES PROVIDED
DRIVE THRU QUEUING		
Proposed Popes Building Area (SF)	1,995	70,995
Total Total Project Building Area (SF)	70,995	70,995
Parking Required:		
Popes Building (1,995 SF) @ 1 Space/200 SF	10	25 Spaces
Upland Preserve (12,300 SF) @ 1 Space/1,000 SF	13	25 Spaces
Retail - Outparcel (5,500 SF) @ 1 Space/750 SF	7	25 Spaces
Popes Drive Thru (1,500 SF) @ 1 Space/200 SF	8	15 Spaces
PER EMPLOYEE ON THE LARGEST SHIFT (5)		
Parking Provided:		
Handicap Spaces Provided:	362	25 Spaces
Overall Parking Ratio (Proposed in the application):	5.11 spaces / 1000 sf.	

General Notes:

- All building, parking and access areas shall conform to the requirements of the American Disabilities Act prior to the issuance of a building permit.
- Refer to Landscape Plan for landscape details and specifications.
- All existing plant species shall be removed and all required landscaping shall be installed prior to the issuance of a Certificate of Occupancy.
- The applicant will request in writing, prior to any land clearing, that the City of Stuart Developments Department be notified to determine if sensitive tree have been improperly installed on the site.
- All signs shall comply with the sign regulations of the City of Stuart.
- "No Trespass" signs shall be posted during construction and removed at all entrances and exits.
- All building numbers shall be no less than four (4) inches tall, unobscured, and not obscured by landscaping.
- Building numbers shall be placed at front and rear entrances.
- Sediment control measures shall be maintained in working order at all times.
- Provisions shall be made to minimize the deposit of sediment by transport vehicles onto public paved surfaces.
- Sediment basins and traps, siltation traps, sediment basins and other measures intended to trap sediment shall be constructed as a first step in any land activity and shall be made functional before land disturbance takes place.
- All public sidewalks shall be a minimum of 6' in width.
- A crime watch contact shall be established on site, to include all residents and businesses.
- Any materials dumped during construction shall be repaired or replaced.
- Screening of A/C Units, trash receptacles, back flow preventer, and other above ground utilities shall conform to Section 6.04.03.10 of the City of Stuart LDR.
- Buildings shall be equipped with automatic fire sprinkler protection as required by code or program use in accordance with NFPA 13 and fire alarm shall be installed in accordance with NFPA 72.
- Knox Box key vault shall be provided as required.
- All construction traffic shall be prohibited from accessing the site via NW Windemere Dr. during construction activities.
- All edges of pavement treatments shall utilize a Type B Guard throughout the project site.
- No personnel trailers shall be permitted on site, a temporary construction trailer shall be allowed during construction activities.
- Detachable working surfaces shall be provided at all sidewalk ramps and crosswalks.
- Required "During Construction" tree protection devices shall be located and detailed in the engineering construction plans, refer to the "DRAP" regarding "Tree Construction" signs and markings.
- Locations of all tree protection devices shall be placed to protect all upland preserve areas and buffers along the entire property line.
- Required erosion prevention devices shall be located and detailed on the engineering construction plans.
- Erosion shall be prevented upon completion of the project on the site shall be 100% established via impervious surfaces and impervious material.
- All erosion and sediment control measures shall be installed prior to any site construction activities in accordance with NWS and SWAP requirements.
- Areas designated as Phase II to be constructed concurrent with the building application for Phase II in accordance with the SWAP conditions.

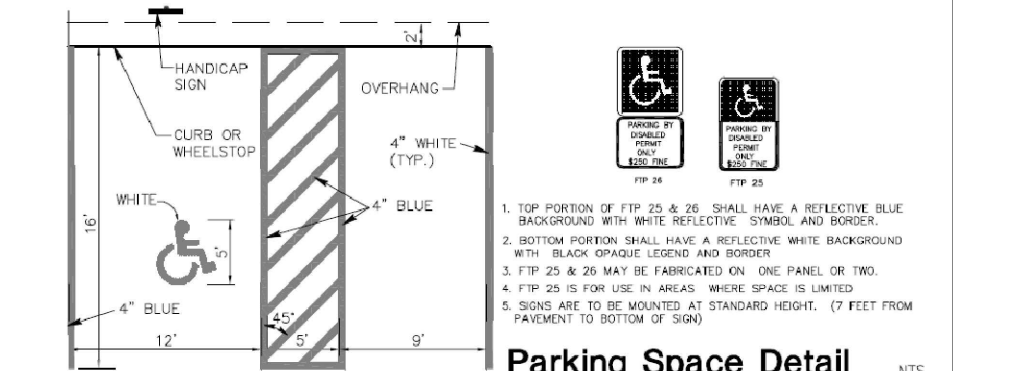
***Parking Notes**
 Parking requirements are for representative purposes. Less intensity use can be exchanged with the least used subject to compliance with the overall parking requirements appeared at the time of building permit or occupational license.

LEGAL DESCRIPTION:

THAT PART OF LOTS 12, 13 AND 14, BLOCK 2, SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, ST. LUCE GARDENS SUBDIVISION, ACCORDING TO THE PLAT THEREOF FILED 22 JANUARY, 1971, RECORDED IN PLAT BOOK 1, PAGE 20, ST. LUCE (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5) AND THE SOUTH LINE OF SAID LOT 12, BLOCK 2, SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, ST. LUCE GARDENS SUBDIVISION, THENCE S89°48'10" WEST ALONG SAID SOUTH LINE OF U.S. HIGHWAY NO. 1 FOR 487.79 FEET; THENCE RUN NORTH 37°24'14" EAST FOR 258 FEET; THENCE RUN S89°48'10" WEST ALONG SAID SOUTH LINE OF U.S. HIGHWAY NO. 1 ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 800.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°00'00" TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 102.00 FEET; THENCE RUN EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 93°00'00" FOR 43.82 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 71°02'00" EAST FOR 341.00 FEET TO A POINT OF QUADRANT ON A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 102.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°00'00" FOR 164.83 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 172°52'00" FOR 21.88 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°00'00" EAST FOR 150.27 FEET; THENCE RUN SOUTH 30°00'00" EAST FOR 42.87 FEET; THENCE RUN SOUTH 49°17'22" WEST FOR 79.83 FEET; THENCE RUN SOUTH 09°00'00" WEST FOR 79.83 FEET; THENCE RUN SOUTH 30°00'00" WEST FOR 69.87 FEET; THENCE RUN SOUTH 17°54'49" WEST FOR 35.27 FEET; THENCE RUN S94°23'00" EAST FOR 40.75 FEET; THENCE RUN SOUTH 27°00'00" EAST FOR 68.43 FEET; THENCE RUN SOUTH 73°51'00" EAST FOR 24.37 FEET; THENCE RUN SOUTH 47°23'00" WEST FOR 100.92 FEET; THENCE RUN SOUTH 20°15'00" EAST FOR 40.61 FEET; THENCE RUN SOUTH 89°00'00" EAST FOR 91.12 FEET; THENCE RUN SOUTH 46°23'23" EAST FOR 17.37 FEET; THENCE RUN SOUTH 29°18'14" EAST FOR 20.94 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 14, BLOCK 2, SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, ST. LUCE GARDENS SUBDIVISION; THENCE RUN NORTH 89°29'54" WEST ALONG THE SOUTH LINE OF SAID LOTS 12, 13, AND 14, BLOCK 2, SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 8.16 ACRES, MORE OR LESS.



LOT 1 OF THE PLAT OF WINDEMERE POINT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2660 AT PAGE 843 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

SUBJECT TO ANY/all EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

LOT 2 OF THE PLAT OF WINDEMERE POINT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2660 AT PAGE 843 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

SUBJECT TO ANY/all EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

LOT 3 OF THE PLAT OF WINDEMERE POINT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2660 AT PAGE 843 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

SUBJECT TO ANY/all EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

PROPOSED MASTER SITE PLAN
 1" = 40'-0"

GHA
 GALLO HERBERT ARCHITECTS
 1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442 PH. 954.794.0300 F.X. 954.794.0301

AA26001731
 SEAL

PROJECT: BRIAN P. HERBERT FL AR0015474

LOUISIANA KITCHEN
POPEYES
WINDEMERE POINT
 STUART, FL
 1951 NW FEDERAL HWY, STUART, FLORIDA
 (OWNER)

1560 BOONE, LLC
 1951 NW FEDERAL HWY, STUART, FLORIDA

REVISIONS

No.	Description	Date
1	POPEYES DESIGN REVS	01/30/2024
2	KHA REVIEW REVS	07/30/2024
3	DESIGN REVS	09/30/2024
4	DRC REVISIONS	10/30/2024
5	DRC REVISIONS	02/21/2025
6	DUMPMSTER REVISION	06/20/2025
7	DRC REVISIONS	07/15/2025
8	DRC REVISIONS	10/15/2025

PROJECT STATUS: **SITE PLAN APPROVAL**

DATE: **08-31-2023**

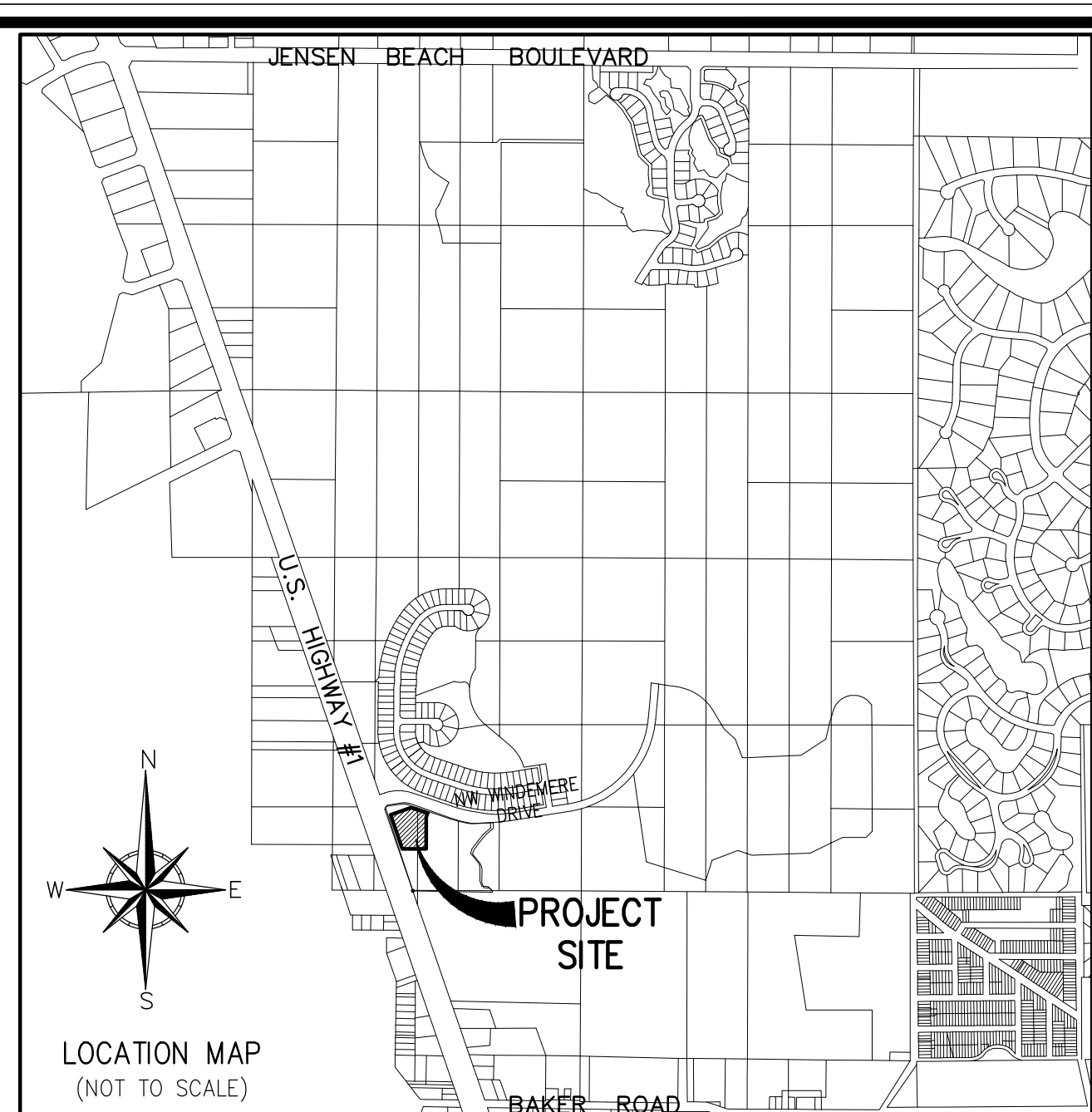
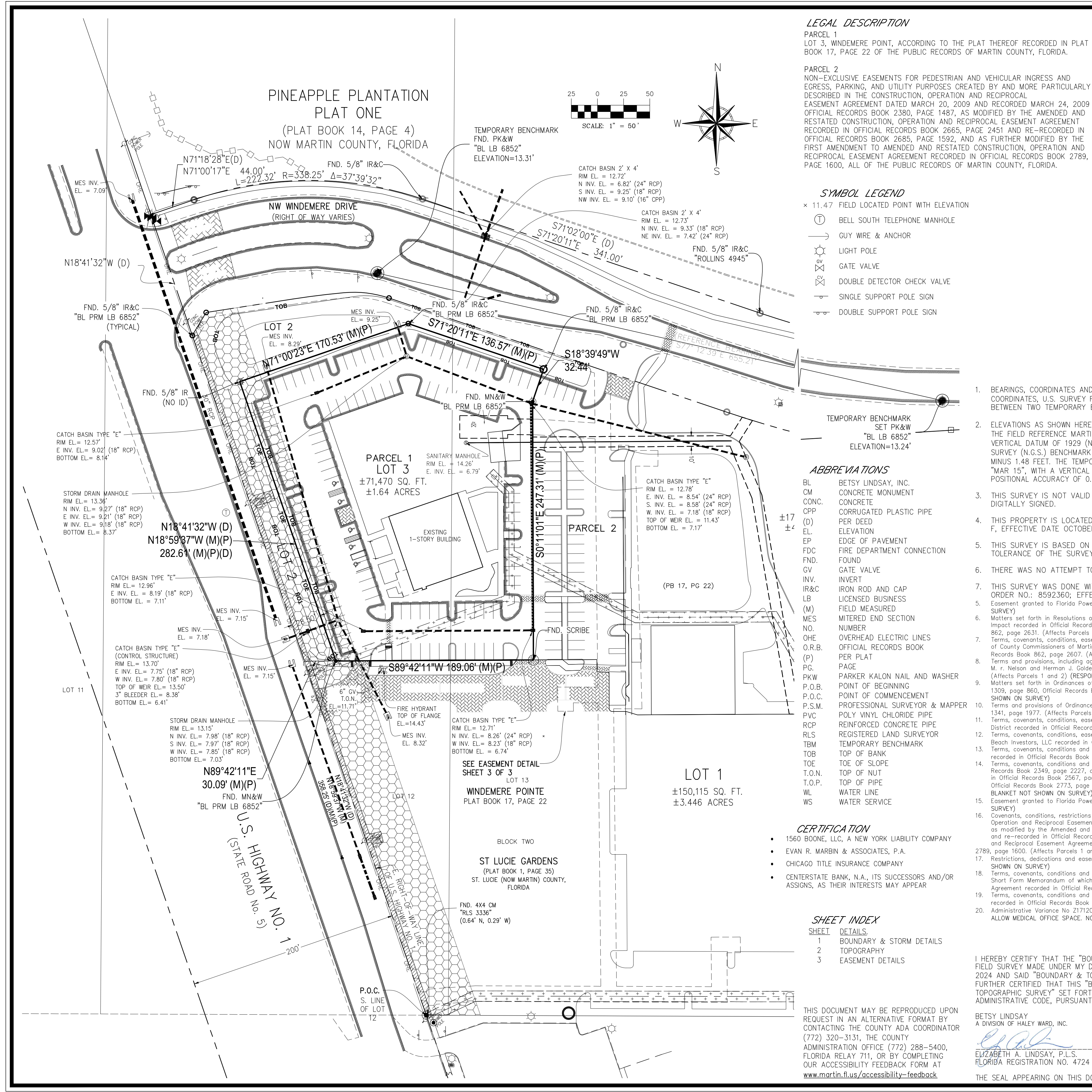
PROJECT NUMBER: **19-2023**

AS SHOWN

DRAWN BY: H3D/DECO CHECKED BY: BPH

DRAWING TITLE: **PROPOSED MASTER SITE PLAN**

DRAWING NUMBER: **ASP-100**



SURVEYOR'S NOTES

1. BEARINGS, COORDINATES AND DISTANCES AS SHOWN HEREON ARE REFERENCED TO GRID NORTH, BASED ON STATE PLANE COORDINATES, U.S. SURVEY FEET, NORTH AMERICAN DATUM OF 1983/1990 (NAD 83/90), REFERENCE A BEARING OF N77°12'39"W BETWEEN TWO TEMPORARY BENCHMARKS ALONG A PORTION OF N.W. WINDEMERE DRIVE.

2. ELEVATIONS AS SHOWN HEREON REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88). ELEVATIONS COLLECTED IN THE FIELD REFERENCE MARTIN COUNTY BENCHMARK "MAR 15" ELEVATION = 15.121 FEET, REFERENCE THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29). THE ELEVATIONS WERE THEN CONVERTED TO N.A.V.D. 1988 REFERENCE NATIONAL GEODETIC SURVEY (N.G.S.) BENCHMARK "MAR 5", ELEVATION = 12.56 FEET (N.A.V.D. 88), 14.04 FEET (N.G.V.D. 29). THE CONVERSION FACTOR IS MINUS 1.48 FEET. THE TEMPORARY BENCHMARKS AS SHOWN THIS SURVEY ARE BASED ON A CLOSED LEVEL LOOP FROM "MAR 15" TO "MAR 15", WITH A VERTICAL CLOSURE OF 0.00 FEET. THE ELEVATIONS AS SHOWN HAVE BEEN MEASURED TO AN ESTIMATED VERTICAL POSITIONAL ACCURACY OF 0.05 FEET.

3. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR, UNLESS DIGITALLY SIGNED.

4. THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE X, REFERENCE FEMA MAP COMMUNITY NO. 12085C, PANEL 0132, SUFFIX F, EFFECTIVE DATE OCTOBER 4, 2002. NO RESEARCH HAS BEEN DONE FOR MAP AMENDMENTS.

5. THIS SURVEY IS BASED ON A CLOSED GEOMETRIC FIGURE EXCEEDING A HORIZONTAL CLOSURE OF 1:10,000. THE HORIZONTAL TOLERANCE OF THE SURVEY DATA IS 0.05 FEET.

6. THERE WAS NO ATTEMPT TO LOCATE ANY SUBSURFACE FOUNDATIONS.

7. THIS SURVEY WAS DONE WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY CHICAGO TITLE INSURANCE COMPANY; ORDER NO.: 8592360; EFFECTIVE DATE JUNE 21, 2020 AT 11:00 PM. WITH THE FOLLOWING EXCEPTIONS:

- Easement granted to Florida Power & Light Company recorded in Official Records Book 156, page 444. (Affects Parcels 1 and 2) (RESPONSE: SHOWN ON SURVEY)
- Matters set forth in Resolutions of the Board of County Commissioners of Martin County, Florida pertaining to Visto Plantation Development of Regional Impact recorded in Official Records Book 705, page 385, Official Records Book 705, page 418, Official Records Book 778, page 110 and Official Records Book 862, page 2631. (Affects Parcels 1 and 2) (RESPONSE: BLANKET NOT SHOWN ON SURVEY)
- Terms, covenants, conditions, easement rights and obligations set forth in the Zoning Agreement between Visto Properties of Vero Beach, Inc. and the Board of County Commissioners of Martin County recorded in Official Records Book 705, page 388, as amended in Official Records Book 778, page 115 and Official Records Book 862, page 2607. (Affects Parcels 1 and 2) (RESPONSE: BLANKET NOT SHOWN ON SURVEY)
- Terms and provisions, including agreement to grant drainage easements, set forth in the Impact Fees Agreement among Visto Properties of Vero Beach, Inc., M. r. Nelson and Herman J. Golden, as Trustees, Woodlands Building Company and Pulte Home Corporation recorded in Official Records Book 1145, page 2675. (Affects Parcels 1 and 2) (RESPONSE: SHOWN ON SURVEY)
- Matters set forth in Ordinances of the City Commission of the City of Stuart, Florida relating to annexation and land use recorded in Official Records Book 1309, page 860, Official Records Book 1341, page 1164 and Official Records Book 1341, page 1172. (Affects Parcels 1 and 2) (RESPONSE: BLANKET NOT SHOWN ON SURVEY)
- Terms and provisions of Ordinance No. 529 of the Board of County Commissioners of Martin County relating to solid waste recorded in Official Records Book 1341, page 1977. (Affects Parcels 1 and 2) (RESPONSE: BLANKET NOT SHOWN ON SURVEY)
- Terms, covenants, conditions, easement rights and obligations set forth in the Deed of Conservation Easement granted to South Florida Water Management District recorded in Official Records Book 1795, page 4. (Affects Parcel 2) (RESPONSE: EAST OF LOT 3, SHOWN ON SURVEY)
- Terms, covenants, conditions, easement rights and obligations set forth in the Water and Wastewater Service Agreement between Martin County and Jensen Beach Investors, LLC recorded in Official Records Book 2338, page 1676. (Affects Parcels 1 and 2) (RESPONSE: BLANKET NOT SHOWN ON SURVEY)
- Terms, covenants, conditions and obligations set forth in the Hold Harmless Agreement by Jensen Beach Investors, LLC in favor of the City of Stuart, recorded in Official Records Book 2338, page 2949. (Affects Parcels 1 and 2) (RESPONSE: NOT SHOWN ON SURVEY)
- Terms, covenants, conditions and obligations set forth in Ordinance No. 2149-08 of the City Commission of the City of Stuart, Florida recorded in Official Records Book 2349, page 2227, as amended by Resolution No. 137-08 recorded in Official Records Book 2365, page 1481. (Affects Parcel 1) (RESPONSE: BLANKET NOT SHOWN ON SURVEY)
- Official Records Book 2567, page 2025, Ordinance No. 2273-14 recorded in Official Records Book 2740, page 2575, Ordinance No. 2304-2015 recorded in Official Records Book 2773, page 2431 and Resolution No. 57-2016 recorded in Official Records Book 2871, page 1452. (Affects Parcels 1 and 2) (RESPONSE: BLANKET NOT SHOWN ON SURVEY)
- Easement granted to Florida Power & Light Company recorded in Official Records Book 2355, page 2131. (Affects Parcels 1 and 2) (RESPONSE: SHOWN ON SURVEY)
- Covenants, conditions, restrictions and easements, including provisions for private charges or assessments and lien rights, contained in the Construction, Operation and Reciprocal Easement Agreement between Jensen Beach Investors, LLC and 1560 Boone, LLC, recorded in Official Records Book 2380, page 1487, as modified by the Amended and Restated Construction, Operation and Reciprocal Easement Agreement recorded in Official Records Book 2665, page 2451 and re-recorded in Official Records Book 2665, page 1592, as further modified by the First Amendment to Amended and Restated Construction, Operation and Reciprocal Easement Agreement recorded in Official Records Book 2789, page 1600. (Affects Parcels 1 and 2) (RESPONSE: BLANKET NOT SHOWN ON SURVEY)
- Restrictions, dedications and easements set forth on the plot of Windemere Pointe recorded in Plat Book 17, page 22. (Affects Parcels 1 and 2) (RESPONSE: SHOWN ON SURVEY)
- Terms, covenants, conditions and other matters contained in the Lease dated July 25, 2014 between 1560 Boone, LLC and PBPDO Jensen Beach, LLC, a Short-Term Memorandum of which is recorded in Official Records Book 2736, page 2722, as affected by the Subordination, Non-Disturbance and Assignment Agreement recorded in Official Records Book 2752, page 2388. (Affects Parcel 1) (RESPONSE: NOT SHOWN ON SURVEY)
- Terms, covenants, conditions and other matters contained in the Water and Wastewater Service Agreement between Martin County and 1560 Boone, LLC, recorded in Official Records Book 2792, page 219. (Affects Parcel 1) (RESPONSE: NOT SHOWN ON SURVEY)
- Administrative Variance No. 217120039 as recorded May 21, 2018 in Official Records Book 2993, page 1669. (Affects Parcel 1) (RESPONSE: VARIANCE TO ALLOW MEDICAL OFFICE SPACE. NOT SHOWN ON SURVEY)

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE "BOUNDARY & TOPOGRAPHIC SURVEY" AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND CHARGE ON FEBRUARY 9, 2009 THROUGH SEPTEMBER 15, 2010 AND UPDATED JUNE 10, 2024 AND SAID "BOUNDARY & TOPOGRAPHIC SURVEY" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "BOUNDARY & TOPOGRAPHIC SURVEY" COMPLIES WITH THE STANDARDS OF PRACTICE FOR "BOUNDARY & TOPOGRAPHIC SURVEY" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEGAL DESCRIPTION

PARCEL 1
 LOT 3, WINDEMERE POINT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17, PAGE 22 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL 2
 NON-EXCLUSIVE EASEMENTS FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, PARKING, AND UTILITY PURPOSES CREATED BY AND MORE PARTICULARLY DESCRIBED IN THE CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT DATED MARCH 20, 2009 AND RECORDED MARCH 24, 2009 IN OFFICIAL RECORDS BOOK 2380, PAGE 1487, AS MODIFIED BY THE AMENDED AND RESTATED CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2665, PAGE 2451 AND RE-RECORDED IN OFFICIAL RECORDS BOOK 2685, PAGE 1592, AND AS FURTHER MODIFIED BY THE FIRST AMENDMENT TO AMENDED AND RESTATED CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2789, PAGE 1600, ALL OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

SYMBOL LEGEND

- ⊙ 11.47 FIELD LOCATED POINT WITH ELEVATION
- ⊙ BELL SOUTH TELEPHONE MANHOLE
- GUY WIRE & ANCHOR
- ⊙ LIGHT POLE
- ⊙ GATE VALVE
- ⊙ DOUBLE DETECTOR CHECK VALVE
- ⊙ SINGLE SUPPORT POLE SIGN
- ⊙ DOUBLE SUPPORT POLE SIGN

ABBREVIATIONS

- BL BETSY LINDSAY, INC.
- CM CONCRETE MONUMENT
- CONC. CONCRETE
- CPP CORRUGATED PLASTIC PIPE
- (D) PER DEED
- EL ELEVATION
- EP EDGE OF PAVEMENT
- FDC FIRE DEPARTMENT CONNECTION
- FND FOUND
- GV GATE VALVE
- INVERT INVERT
- IR&C IRON ROD AND CAP
- LB LICENSED BUSINESS
- (M) FIELD MEASURED
- MES MITERED END SECTION
- NO. NUMBER
- OHE OVERHEAD ELECTRIC LINES
- O.R.B. OFFICIAL RECORDS BOOK
- (P) PER PLAT
- PG. PAGE
- PKW PARKER KALON NAIL AND WASHER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.S.M. PROFESSIONAL SURVEYOR & MAPPER
- PVC POLY VINYL CHLORIDE PIPE
- RCP REINFORCED CONCRETE PIPE
- RLS REGISTERED LAND SURVEYOR
- TBM TEMPORARY BENCHMARK
- TOB TOP OF BANK
- TOE TOP OF EASEMENT
- T.O.N. TOP OF SLOPE
- T.O.P. TOP OF PIPE
- WL WATER LINE
- WS WATER SERVICE

CERTIFICATION

- 1560 BOONE, LLC, A NEW YORK LIABILITY COMPANY
- EVAN R. MARBIN & ASSOCIATES, P.A.
- CHICAGO TITLE INSURANCE COMPANY
- CENTERSTATE BANK, N.A., ITS SUCCESSORS AND/OR ASSIGNS, AS THEIR INTERESTS MAY APPEAR

SHEET INDEX

SHEET	DETAILS
1	BOUNDARY & STORM DETAILS
2	TOPOGRAPHY
3	EASEMENT DETAILS

THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT www.martin.fl.us/accessibility-feedback

BETSY LINDSAY
 A DIVISION OF HALEY WARD, INC.

7987 SW JACK JAMES DRIVE
 STUART, FLORIDA 34987
 (772)286-5763 (772)286-5933 FAX
 LICENSED BUSINESS NO. 6852

DATE	REVISIONS
2/10/17	UPDATE TITLE DATA
2/16/17	REVISE LEGAL DESC.
7/24/20	UPDATE TITLE WORK
6/10/24	UPDATE SURVEY
1/6/25	REVISE PER MARTIN COUNTY COMMENTS.

DATE 11/10/2010
 SCALE 1"=50'
 FIELD BK. JB 7/MC 7
 DRAWN BY D.B./C.R.
 CHECKED BY D.W./E.A.L.

WINDEMERE POINT LOT 3
 MARTIN COUNTY, FL

BOUNDARY & TOPOGRAPHIC SURVEY
 1560 BOONE, LLC

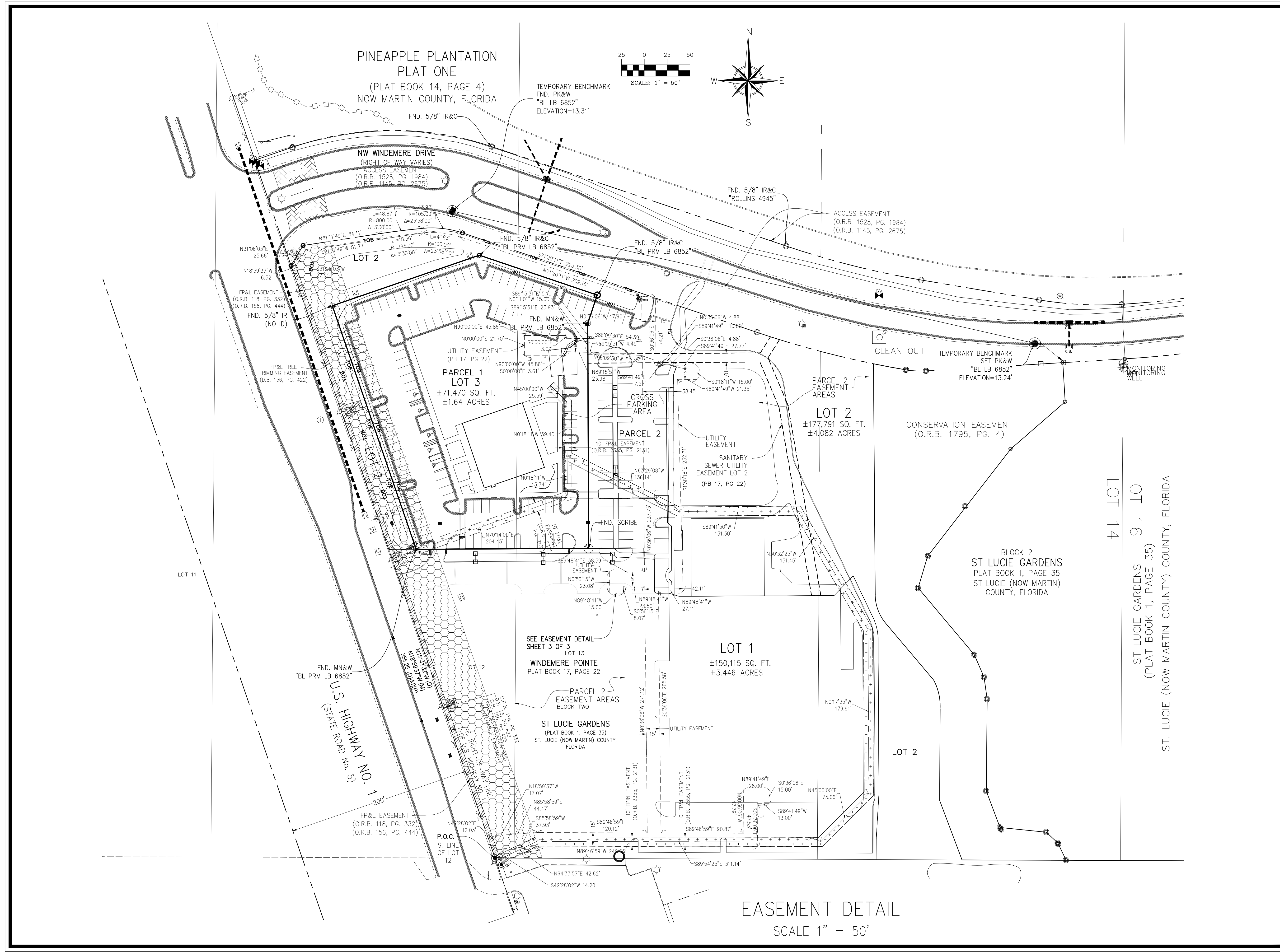
SHEET NO. 1
 OF 3 SHEETS
 PROJECT NO.
2012247_02-15B4



BETSY LINDSAY
 A DIVISION OF HALEY WARD, INC.

Elizabeth A. Lindsay
 ELIZABETH A. LINDSAY, P.L.S.
 NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS DIGITALLY SIGNED

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ELIZABETH A. LINDSAY, P.L.S. 4724 ON January 7, 2025



EASEMENT DETAIL
SCALE 1" = 50'

B **BETSY LINDSAY**
A DIVISION OF HALEY WARD, INC.
7987 S.W. JACK JAMES DRIVE STUART, FLORIDA 34987
(772)286-5763 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

DATE	REVISIONS
2/10/17	UPDATE TITLE DATA
2/16/17	REVISE LEGAL DESC.
7/24/20	UPDATE TITLE WORK
6/10/24	UPDATE SURVEY
1/6/25	REVISE PER MARTIN COUNTY COMMENTS

DATE 11/10/2010
SCALE 1" = 50'
STUART 9
FIELD BK. JB 7/MC 7
DRAWN BY D.B./C.R.
CHECKED BY D.J.W./E.A.L.

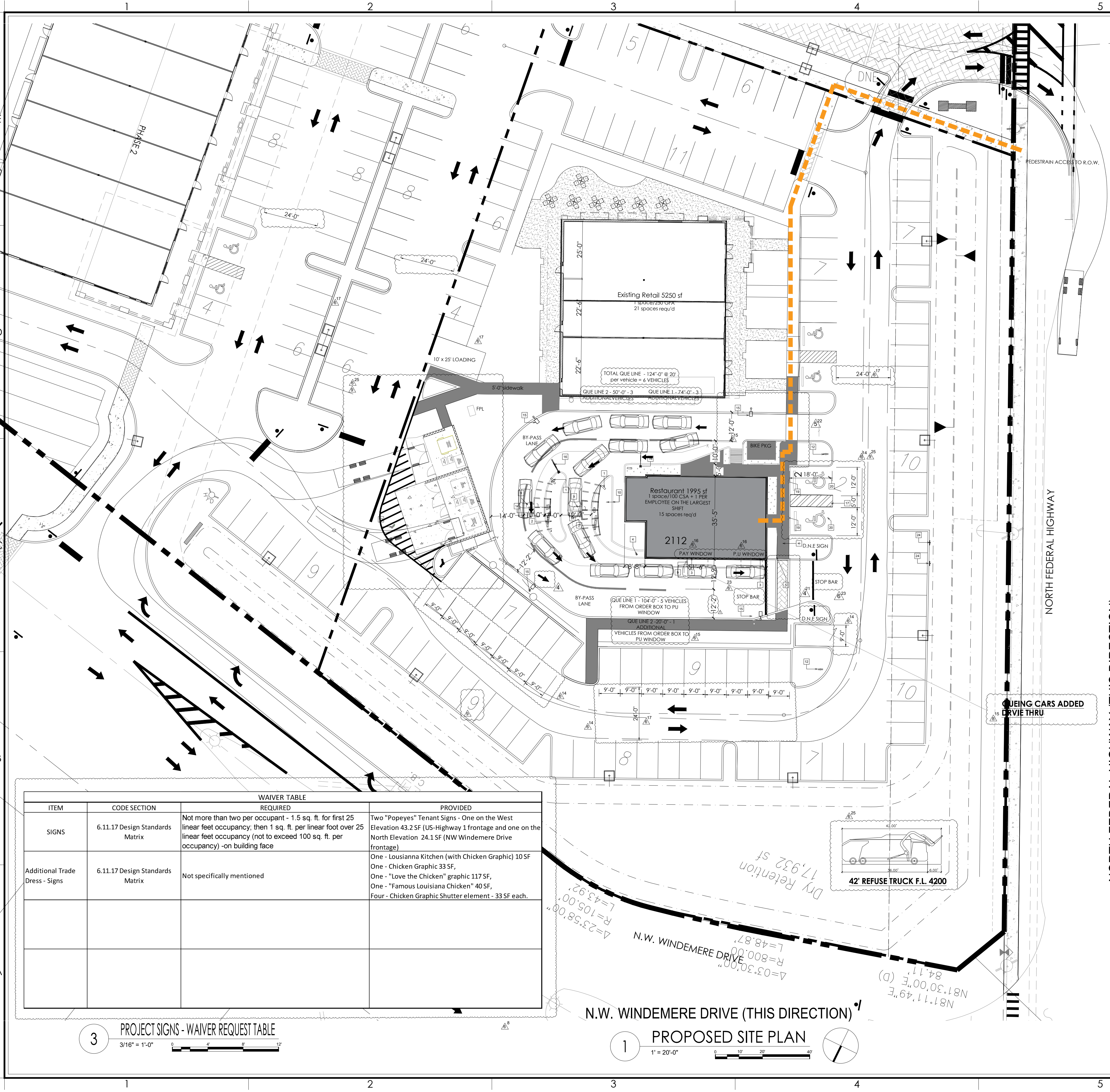
WINDEMERE POINT LOT 3
MARTIN COUNTY, FL

BOUNDARY & TOPOGRAPHIC SURVEY
1560 BOONE, LLC

SHEET NO. 3
OF 3 SHEETS
PROJECT NO.
2012247_02-15B4

P:\FL012247_02-15B4\01-1560 Boone-Topographic & US 1 EASEMENT CAD Files\SURVEY\ALTA_BND\cad\map SHEET 3_177025_11005.PLA D.B.

IT IS A VIOLATION OF THE LAW FOR ANY PERSON UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT TO ALTER THESE PLANS AND SPECIFICATIONS. THIS DOCUMENT CONTAINS PROPERTY INFORMATION AND SHALL NOT BE USED OR REPRODUCED, OR ITS CONTENTS DISCLOSED IN WHOLE OR IN PART, WITHOUT THE PROPER WRITTEN CONSENT OF GALLO HERBERT ARCHITECTS. CONTRACTOR(S) SHALL VERIFY EXISTING CONDITIONS AND CORRELATE DIMENSIONS PRIOR TO PROVIDING THE WORK DETAILED IN THESE DRAWINGS, AND SHALL PROMPTLY NOTIFY THE DESIGNER OF ANY DISCREPANCIES.



- SITE PLAN INDEX LEGEND**
- 1 DT DIGITAL PRE-SELL MENU BOARD LOCATION. REFER TO INSTALLATION DETAILS ON SHEET 2/AS2.1.
 - 2 DT DIGITAL MENU BOARD LOCATION. REFER TO INSTALLATION DETAILS ON SHEET 3/AS2.1.
 - 3 POPEYE'S RESTAURANT DRIVE THRU WINDOW LOCATION. SEE FLOOR PLAN ON SHEET A1 FOR ADDITIONAL INFORMATION.
 - 4 6"Ø STEEL PIPE BOLLARD AT PULL-UP WINDOW. COORDINATE WITH THE GAS METER NEAR THIS LOCATION. REFER TO DETAIL 13/AS2.3, FLOOR PLAN A1 AND EXTERIOR ELEVATIONS AS.1.
 - 5 PATIO RAILING - SEE RAILING SCHEDULE. REFER TO 2/A8 FOR DETAIL.
 - 6 APPROXIMATE LOCATION OF GREASE INTERCEPTOR BELOW SITE PAVING. COORDINATE WITH PLUMBING & CIVIL DRAWINGS. REF: AS2.3.
 - 7 POPEYE'S DUMPSTER ENCLOSURE. COORDINATE EXACT LOCATION WITH CIVIL DRAWINGS. REFER TO ARCHITECTURAL SITE DETAILS AS2.2 FOR CONSTRUCTION.
 - 8 SIDEWALK / SLAB. REFER TO CIVIL SITE PLAN DRAWINGS FOR LOCATION AND DIMENSIONS.
 - 9 VEHICLE LOOP. REFER TO 5/AS2.1 FOR DETAIL.
 - 10 ALL PATIO AND LANDSCAPE DESIGN BY CIVIL ENGINEER TO BE APPROVED BY POPEYE'S DESIGN.
 - 11 N/A
 - 12 DRIVE THRU DIRECTIONAL SIGNAGE GRAPHIC. REFER TO DETAIL 9/AS2.1.
 - 13 SPEAKER POST. REFER TO DETAILS ON SHEET 7/AS2.1.
 - 14 DRIVE THRU CANOPY. REFER TO SIGNAGE PACKAGE DRAWINGS.
 - 15 LIGHT STANDARD. REFER TO CIVIL SITE PLAN DRAWINGS FOR LOCATION AND DIMENSIONS. REFER TO 1/AS2.1.
 - 16 CLEARANCE BAR. REFER TO DETAIL ON SHEET 6/AS2.1
 - 17 NOT USED.
 - 18 PAVEMENT STRIPPING. ADD BOLLARDS AS NECESSARY.
 - 19 ACCESSIBLE PARKING SIGNAGE. SIGNAGE TO BE INSTALLED AS PER LOCAL JURISDICTION CODES.
 - 20 ACCESSIBLE PARKING STALLS.
 - 21 DIGITAL PARKING SIGNAGE.
 - 22 DIGITAL PARKING STALLS.
 - 23 PULL FORWARD PARKING SIGNAGE.
 - 24 PULL FORWARD PARKING STALLS.

WAIVER TABLE			
ITEM	CODE SECTION	REQUIRED	PROVIDED
SIGNS	6.11.17 Design Standards Matrix	Not more than two per occupant - 1.5 sq. ft. for first 25 linear feet occupancy; then 1 sq. ft. per linear foot over 25 linear feet occupancy (not to exceed 100 sq. ft. per occupancy) -on building face	Two "Popeyes" Tenant Signs - One on the West Elevation 43.2 SF (US-Highway 1 frontage and one on the North Elevation 24.1 SF (NW Windemere Drive frontage)
Additional Trade Dress - Signs	6.11.17 Design Standards Matrix	Not specifically mentioned	One - Louisiana Kitchen (with Chicken Graphic) 10SF One - Chicken Graphic 33 SF, One - "Love the Chicken" graphic 117 SF, One - "Famous Louisiana Chicken" 40 SF, Four - Chicken Graphic Shutter element - 33 SF each.

3 PROJECT SIGNS - WAIVER REQUEST TABLE
3/16" = 1'-0"

1 PROPOSED SITE PLAN
1" = 20'-0"

SITE PLAN LEGEND

- NEW SHELL BUILDING. INTERIORS IS NOT PART OF THE SCOPE OF WORK
- PAVER CROSSWALK
- PEDESTRIAN SIDEWALKS OR CONCRETE SLABS
- NEW LIGHT POLE. REFER TO PHOTO METRICS
- NEW WALL PACK. REFER TO PHOTO METRICS
- ACCESSIBLE ROUTE TO RIGHT OF WAY

FIRE NOTE:

1. PROVIDE KNOX BOX AT EACH BUILDING IN ACCORDANCE WITH LOCAL JURISDICTION.
2. PROVIDE AN ADDRESS NUMBER FOR TENANT SPACE IN ACCORDANCE WITH LOCAL JURISDICTION.

GHA
GALLO HERBERT ARCHITECTS
1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442 PH. 954.794.0300 F.X. 954.794.0301
AA26001731
[SEAL]

BRIAN P. HERBERT FL AR0015474
PROJECT
LOUISIANA KITCHEN
POPEYE'S
WINDEMERE POINT
STUART, FL
1951 NW FEDERAL HWY,
STUART, FLORIDA
[OWNER]

1560 BOONE, LLC
1951 NW FEDERAL HWY,
STUART, FLORIDA

[REVISIONS]

No.	Description	Date
1	POPEYES DESIGN REVS	01/30/2024
2	KHA REVIEWREVS	07/30/2024
3	DESIGN REVS	09/30/2024
4	DRC REVISIONS	10/30/2024
5	DRC REVISIONS	02/21/2025
6	DRC REVISIONS - WAIVER	03/14/2025
7	DRC REVISIONS	07/15/2025
8	DRC REVISIONS	10/15/2025

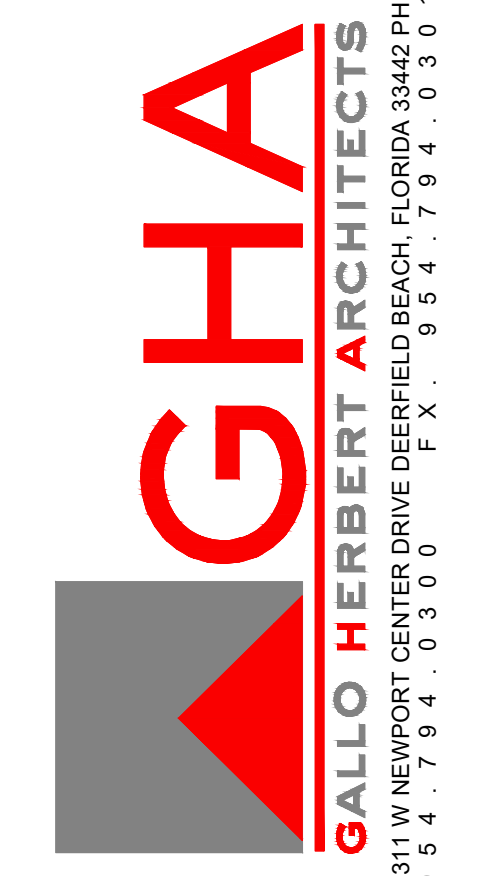
[PROJECT STATUS]
SITE PLAN APPROVAL
DATE
08-31-2023
PROJECT NUMBER
19-2023
SCALE
AS SHOWN
DRAWN BY: H3D/DECO [CHECKED BY: BPH]
DRAWING TITLE

PROPOSED OUT-PARCEL SITE PLAN
DRAWING NUMBER
ASP-101

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 THIS ELEVATION OF THE PLAN FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT, SHALL NOT BE USED OR REPRODUCED, OR ITS CONTENTS DISCLOSED, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF GALLO HERBERT ARCHITECTS.
 CONTRACTOR(S) SHALL VERIFY EXISTING CONDITIONS AND CORRELATE DIMENSIONS PRIOR TO PROVIDING THE WORK DETAILED IN THESE DRAWINGS, AND SHALL PROMPTLY NOTIFY THE DESIGNER OF ANY DISCREPANCIES.

EXTERIOR ELEVATION NOTES

- 1 PRE-FINISHED METAL CAP FLASHING CW DRIP.
- 2 G.C. TO PROVIDE AND INSTALL DOUBLE LAYER OF REINFORCING MESH TO MIN. 2'-2" ABOVE GRADE AT ALL EIFS LOCATIONS (TYP.) IN ORDER TO ATTAIN ABUSE RESISTANCE STUCCO SYSTEM.
- 3 NICHHA VINTAGE BRICK, COLOR: ALEXANDRIA BUFF. REFER TO POPEYES MASTER SCHEDULE.
- 4 NICHHA VINTAGE BRICK, COLOR: WHITE WASH. REFER TO POPEYES MASTER SCHEDULE.
- 5 EIFS. REFER TO POPEYES MASTER SCHEDULE.
- 6 PRE-FINISHED BLACK ANODIZED ALUMINUM STOREFRONT SYSTEM WITH INSULATED GLAZING.
- 7 EXPOSED FOUNDATION TO BE PARGED AND FREE OF IMPERFECTIONS.
- 8 GAS UTILITY METER.
- 9 REFER TO STRUCTURAL DRAWINGS FOR FOUNDATION WALL AND FOOTING DETAILS.
- 10 INTERNALLY ILLUMINATED BUILDING SIGNAGE PROVIDED AND INSTALLED BY SIGN COMPANY. G.C. TO PROVIDE AND INSTALL 1" EXTERIOR GRADE PRESSURE TREATED PLYWOOD BACKING AND ALL FINAL ELECTRICAL CONNECTION. SIGN MANUFACTURER SHALL OBTAIN STRUCTURALLY SEALED DRAWINGS AND SIGNAGE PERMITS FROM THE CITY BASED ON LOCAL REQUIREMENTS. G.C. SHALL VERIFY ACTUAL LOCATION & SIZE OF SIGNS WITH SIGN MANUFACTURER'S APPROVED DRAWINGS AND COORDINATE LOCATIONS OF BLOCKING AND UTILITIES. G.C. TO COORDINATE WITH SIGN INSTALLER TO USE VHM DRILL BIT WHILE DRILLING FOR ELECTRICAL FEED LINES AND SIGNAGE FASTENERS. ALL ELEMENTS PROVIDED BY SIGNAGE FABRICATOR TO BE REVIEWED AND APPROVED BY POPEYES PRIOR TO PRODUCTION.
- 11 NON-ILLUMINATED BUILDING SIGNAGE PROVIDED AND INSTALLED BY SIGN COMPANY. G.C. TO PROVIDE AND INSTALL 1" EXTERIOR GRADE PRESSURE TREATED PLYWOOD BACKING. SIGN MANUFACTURER SHALL OBTAIN STRUCTURALLY SEALED DRAWINGS AND SIGNAGE PERMITS FROM THE CITY BASED ON LOCAL REQUIREMENTS. G.C. SHALL VERIFY ACTUAL LOCATION & SIZE OF SIGNS WITH SIGN MANUFACTURER'S APPROVED DRAWINGS AND COORDINATE LOCATIONS OF BLOCKING AND UTILITIES. G.C. TO COORDINATE WITH SIGN INSTALLER TO USE VHM DRILL BIT WHILE DRILLING FOR ELECTRICAL FEED LINES AND SIGNAGE FASTENERS. ALL ELEMENTS PROVIDED BY SIGNAGE FABRICATOR TO BE REVIEWED AND APPROVED BY POPEYES PRIOR TO PRODUCTION.
- 12 NICHHA VINTAGE WOOD, COLOR: CEDAR. REFER TO POPEYES MASTER SCHEDULE.
- 13 PROVIDE & INSTALL 6" DIAMETER STEEL PIPE BOLLARD TOP AT 4'-6" A.F.F. G.C. TO PAINT "SAFETY YELLOW". REFER TO POPEYES MASTER SCHEDULE.
- 14 DRIVE-THRU WINDOW. REFER TO DRIVE-THRU WINDOW SCHEDULE ON SHEET A11.
- 15 NA.
- 16 NA.
- 17 NA.
- 18 DASHED LINE INDICATES TO OF ROOF BEHIND PARAPET.
- 19 C/T CABINET AND METER.
- 20 LINE OF PARAPET WALLS BEYOND.
- 21 GENERAL PURPOSE EXTERIOR LIGHTING FIXTURES.
- 22 WALK-IN COOLER/FREEZER FINISH TO BE COMPLETED BY MANUFACTURER.
- 23 METAL RAILING BEYOND.
- 24 PRE-FINISHED GALVANIZED STEEL DOWNSPOUT & COLLECTOR BOX. G.C. TO COORDINATE CIVIL ENGINEERS TO CONFIRM IF DOWNSPOUTS ARE BRUSHING ON CONCRETE PAD OR TIED TO THE STORM SEWER LINE. REFER TO MECHANICAL DRAWINGS.
- 25 ALL BASE FLASHING TO MATCH ADJACENT MATERIAL COLORS.
- 26 HOSE BIB. G.C. TO PAINT. COLOUR TO MATCH ADJACENT STUCCO COORDINATE EXACT LOCATION WITH G.C. REFER TO MECHANICAL DRAWINGS.
- 27 NA.
- 28 NA.
- 29 G.C. TO PROVIDE CONCRETE CURB ALONG DRIVE-THRU LANE. CURB TO PROJECT 8" FROM FACE OF PANELS AND LENGTH OF CURB IS EXTENT OF FEATURE WALL.
- 30 NA.
- 31 REAR EXIT DOOR. REFER TO POPEYES MASTER SCHEDULE.
- 32 WALL SOUNDCOE SUPPLY AND INSTALL BY SIGN COMPANY.
- 33 OPEN BOTTOM ALUMINUM CANOPY WITH DOWNLIGHT LED LIGHT FIXTURE SUPPLY BY SIGN COMPANY AND INSTALL BY G.C. ALL CANOPIES IN WALL SUPPORT BY G.C. REFER TO STRUCTURAL DRAWINGS.
- 34 VERTICAL SIMULATED ALUMINUM SLATS. REFER TO POPEYES MASTER SCHEDULE.
- 35 NA.
- 36 CONCRETE SIDEWALK (BY G.C.) REFER TO SITE PLAN.
- 37 NON ILLUMINATED 6" ALUMINUM FASCIA BAND. SUPPLY BY SIGN COMPANY AND INSTALLED BY G.C.
- 38 NA.
- 39 EXTERIOR ROOF LADDER.
- 40 CANOPY RODS PER DESIGN BULLETIN 001-24.

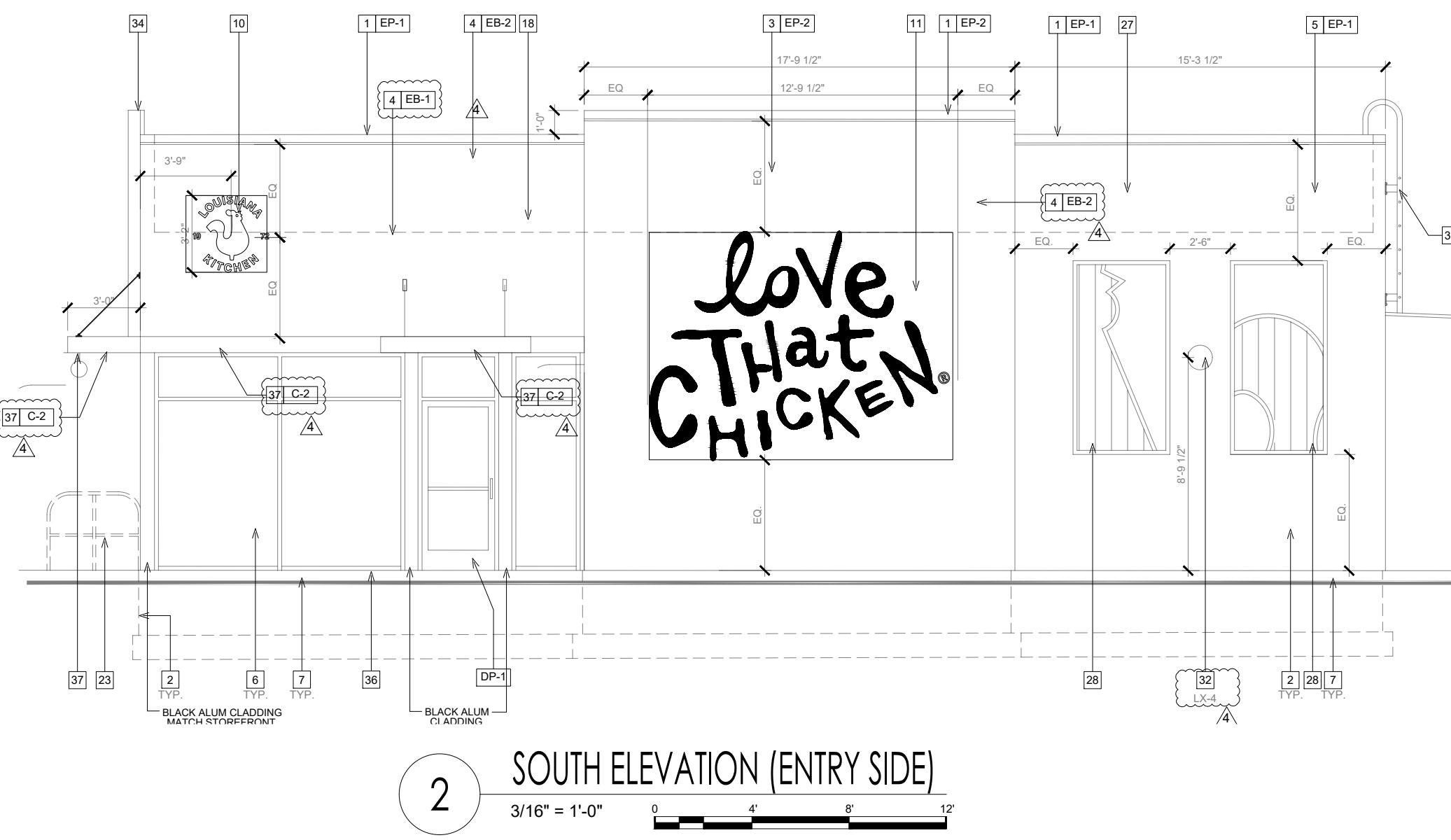
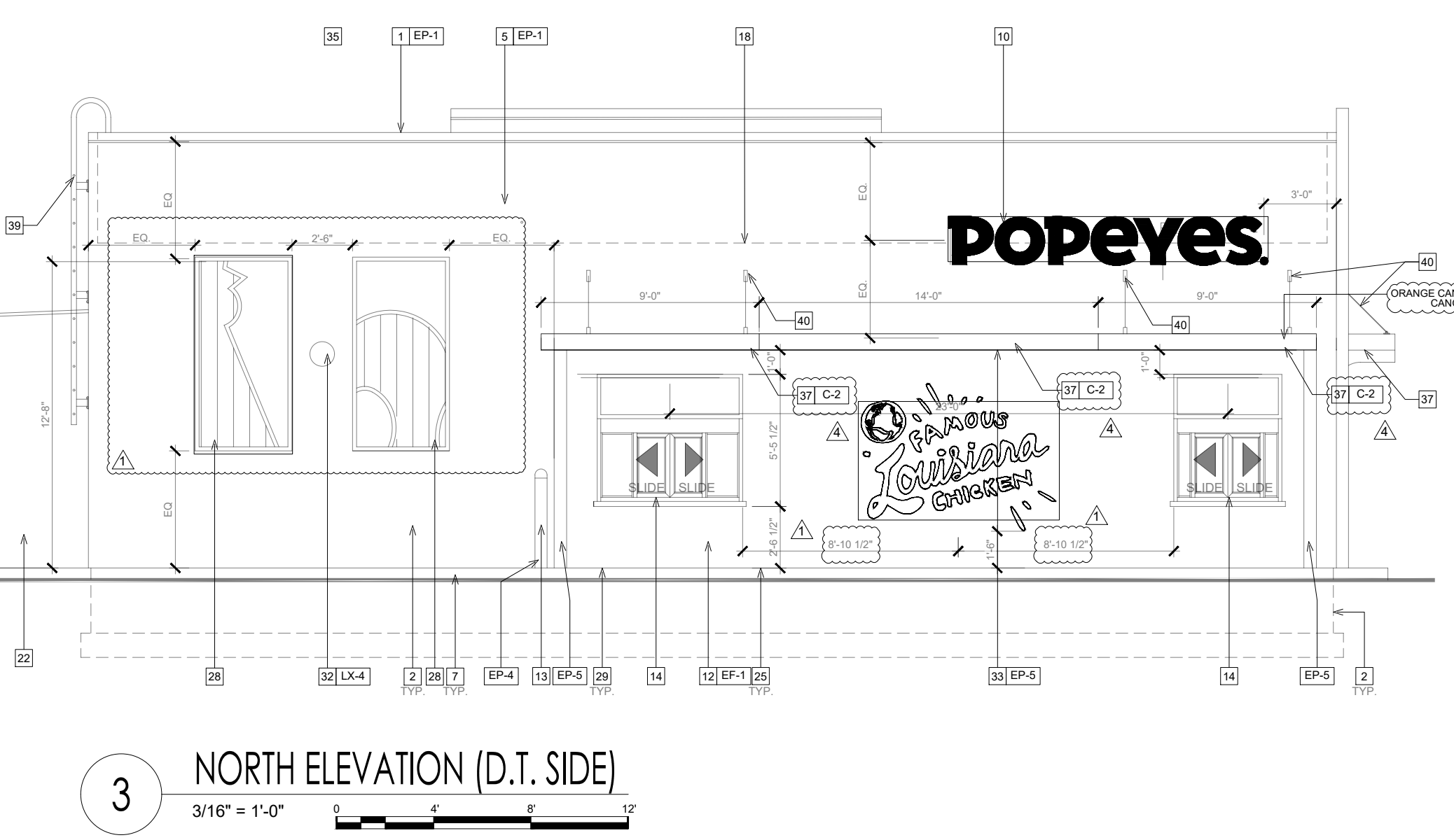
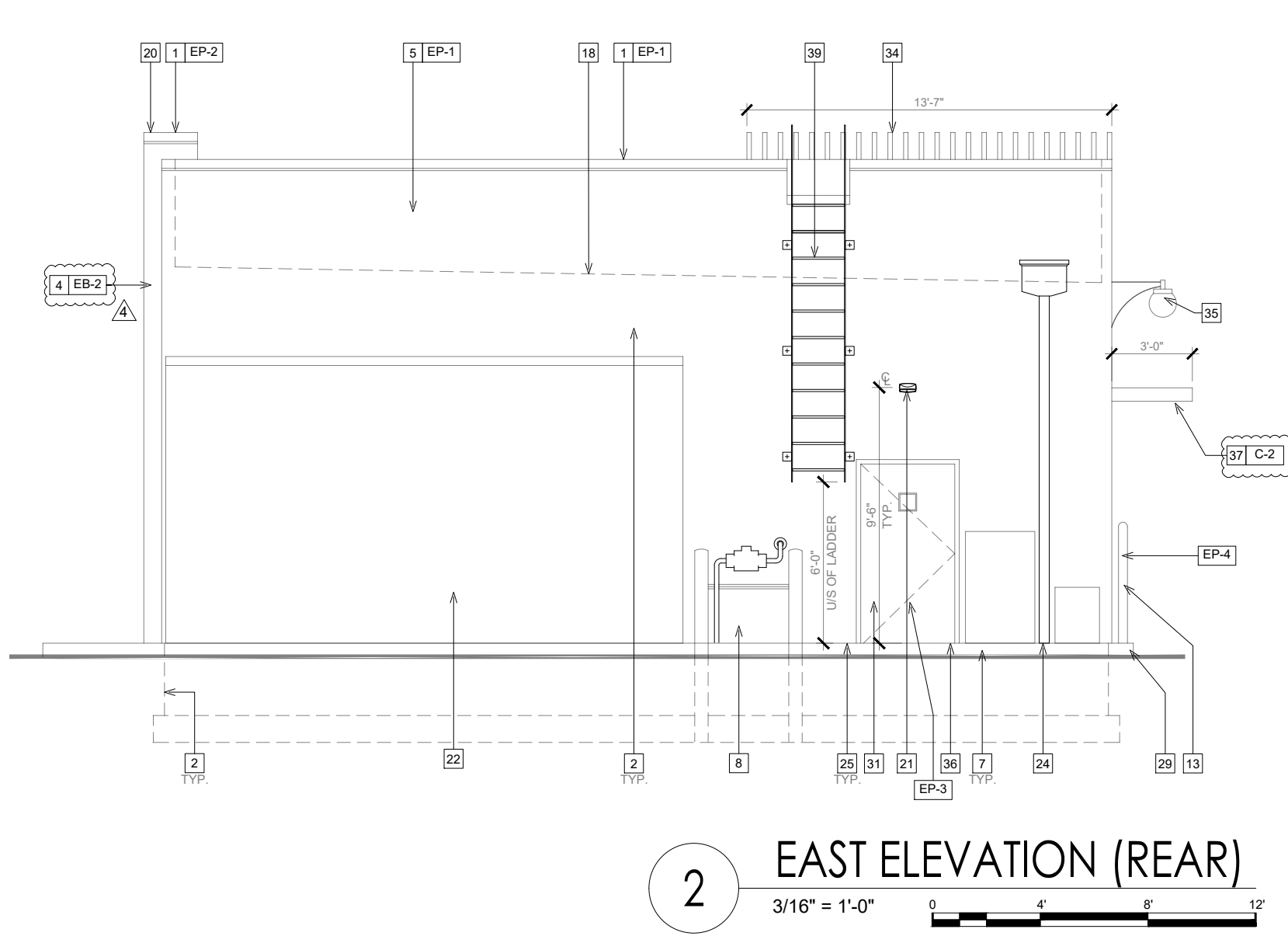
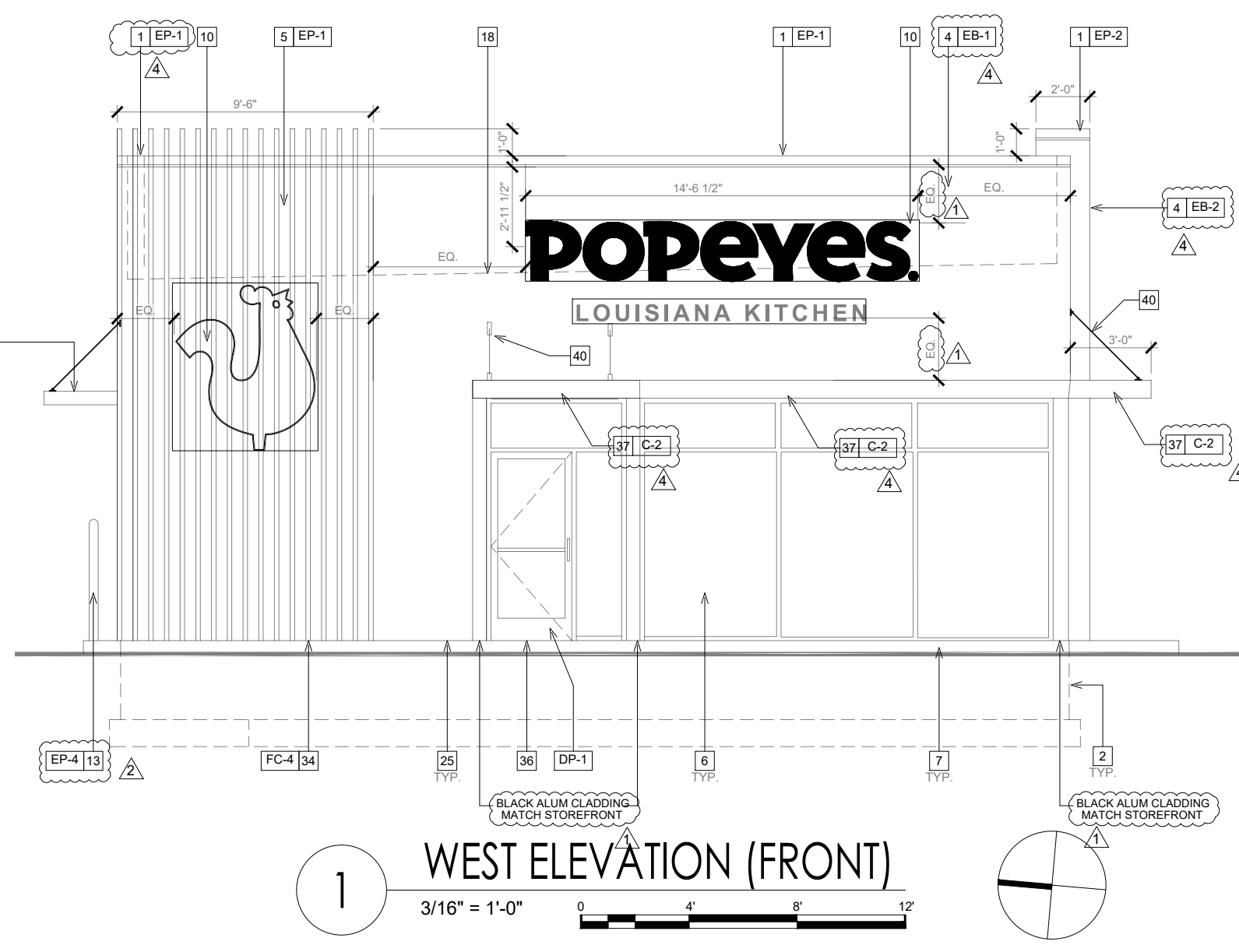


1560 BOONE, LLC
 1951 (NW) FEDERAL HWY,
 STUART, FLORIDA

No.	Description	Date
1	POPEYES DESIGN REVS	01/30/2024
2	KHA REVIEW REVS	07/30/2024
3	DESIGN REVS	09/30/2024
4	DRG REVISIONS	10/30/2024
5	DRG REVISIONS	02/12/2025
6	DRG REVISIONS - WAIVER	03/14/2025
7	DRG REVISIONS-ELV TAGS	09/20/2025

PROJECT STATUS
SITE PLAN APPROVAL
 DATE
08-31-2023
 PROJECT NUMBER
19-2023
 SCALE
 AS SHOWN
 DRAWN BY: HSD/DECO
 CHECKED BY: BPH
 DRAWING TITLE

PROPOSED BUILDING ELEVATION:
 DRAWING NUMBER
A-201



ITEM	CODE SECTION	WAIVER TABLE	
		REQUIRED	PROVIDED
SIGNS	6.11.17 Design Standards Matrix	Not more than two per occupant - 1.5 sq. ft. for first 25 linear feet occupancy, then 1 sq. ft. per linear foot over 25 linear feet occupancy (not to exceed 100 sq. ft. per occupancy) - on building face	Two "Popeyes" Tenant Signs - One on the West Elevation 43.2 SF (US-Highway 1 frontage and one on the North Elevation 24.1 SF (NW Windemere Drive frontage)
Additional Trade Dress - Signs	6.11.17 Design Standards Matrix	Not specifically mentioned	One - Louisiana Kitchen (with Chicken Graphic) 10SF One - Chicken Graphic 33 SF, One - "Love the Chicken" graphic 117 SF, One - "Famous Louisiana Chicken" 40SF, Four - Chicken Graphic Shutter element - 33 SF each.

PROJECT SIGNS - WAIVER REQUEST TABLE

GENERAL NOTES

1. SEALANT / CAULKING AROUND DOOR / WINDOW FRAMES. COLOUR TO MATCH WINDOW / DOOR FRAMES.
2. THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND FOLLOW ALL DRAWINGS AND SPECIFICATIONS.

SYMBOL LEGEND

- 1 NOTE REFERENCE. REFER TO ELEVATION NOTES
- FNF FINISH TYPE

REVISION INDEX:

- 2 # = rev description
- 1 REVISED MASTER PLAN PER REDLINE COMMENTS (KH COMMENT 1)
 - 2 REVISED TITLE BLOCK ADDRESS (DIRECTIONAL) (KH COMMENT 2)
 - 3 ADDED LEGAL DESCRIPTION TO COVER SHEET (KH COMMENT 3)
 - 4 ADDED PROPOSED DATA TO SHEET ASP-100 (KH COMMENT 4)
 - 5 REVISED SIGN TO MONUMENT SIGN (KH COMMENT 5)
 - 6 SIGNAGE CONFORMANCE NOTE ADDED TO ASP-101 (KH COMMENT 6)
 - 7 ADD STATEMENT REGARDING TREE MITIGATION (KH COMMENT 7)
 - 8 ADD SIGN WAIVER TABLE (PLANNING COMMENT 1)
 - 9 PROVIDE LEGIBLE SITE INFORMATION (PLANNING COMMENT 2)
 - 10 PROVIDE LOADING AREA (PLANNING COMMENT 3)
 - 11 COORDINATE BUILDING AREA ON SHTS (PLANNING COMMENT 4)
 - 12 ADJUST PARKING CALCULATIONS PER 8 01 13 (PLANNING COMMENT 5)
 - 13 PARKING COUNT CORRECTION (PLANNING COMMENT 6)
 - 14 DIMENSION PARKING STALLS (PLANNING COMMENT 7)
 - 15 SHOW QUEUING REQUIREMENTS OF 20 FT (PLANNING COMMENT 8)
 - 16 LABEL THE PICKUP AND PAY WINDOWS (PLANNING COMMENT 9)
 - 17 DIMENSION TWO WAY DRIVES AT 24' (PLANNING COMMENT 10)
 - 18 SHOW A LEGEND FOR THE CALLOUTS (PLANNING COMMENT 11)
 - 19 UPDATE REVISION TABLE (PLANNING COMMENT 12)
 - 20 TREE MITIGATION STATEMENT LOC. ADJ (PLANNING COMMENT 13)
 - 21 ADJUST CROSS WALK TO MATCH CIVIL (PLANNING COMMENT 14)
 - 22 REMOVE 2 PARKING STALLS IN DRIVE THRU (PLANNING COMMENT 15)
 - 23 ADD STOP BARS AT DRIVE THRU CROSSING (PLANNING COMMENT 16)
 - 24 CORRECT INDEX TO SHOW A-201 (PLANNING COMMENT 17)
 - 25 CORRECT INDEX AND SHOW AUTO TURN (KH COMMENT 1.8.2)
 - 26 SHOW CARS IN THE DRIVE THRU (PLANNING COMMENT 1 - 7/9/25)
 - 27 LEGEND OR KEY FOR CALLOUT (PLANNING COMMENT 2 - 7/9/25)
 - 28 CORRECT INDEX TO SHOW C1 & C2 (PLANNING COMMENT - 4/7/9/25)
 - 29 LIST TDP1.0 IN INDEX (PLANNING COMMENT 5-7/9/25) NO TDP1.0 EXISTS
 - 30 CORRECT L1 & L2 TO L1P1 & L2P2 IN INDEX (PLANNING COMMENT 6 - 7/9/25)
 - 31 SHOW IRR PLANS L1-L1 & L2-L2 IN INDEX (PLANNING COMMENT 7 - 7/9/25)
 - 32 DELETE EXTRANEOUS NOTE IN SITE PLAN SCOPE NOTES RE: PYLON
 - 33 ADD ELEVATION TAG NOTES TO ELEVATION SHEET

IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT TO ALTER THESE PLANS AND SPECIFICATIONS. THIS DOCUMENT CONTAINS PROPERTY INFORMATION AND SHALL NOT BE USED OR REPRODUCED, OR ITS CONTENTS DISCLOSED, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF GALLO HERBERT ARCHITECTS. CONTRACTORS SHALL VERIFY EXISTING CONDITIONS AND CORRELATE DIMENSIONS PRIOR TO PROVIDING THE WORK DETAILED IN THESE DRAWINGS, AND SHALL PROMPTLY NOTIFY THE DESIGNER OF ANY DISCREPANCIES.

1 PROTOTYPE RENDERING (ENTRY SIDE)
3/16" = 1'-0"



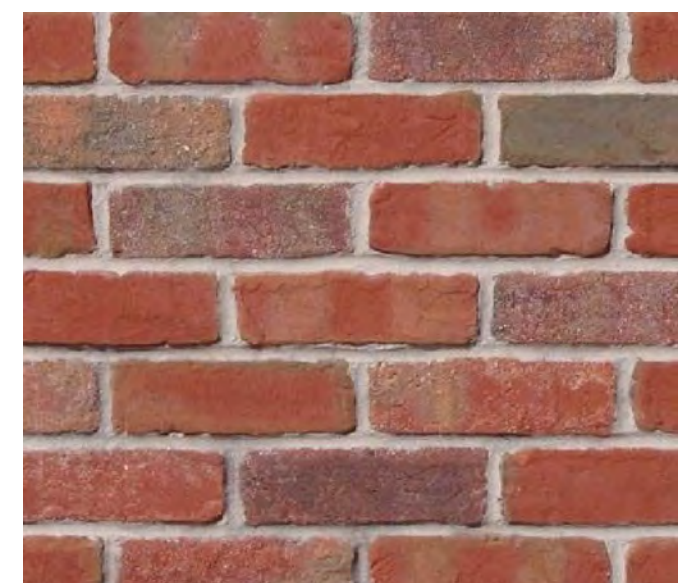
3 PROTOTYPE RENDERING (D.T. SIDE)
3/16" = 1'-0"



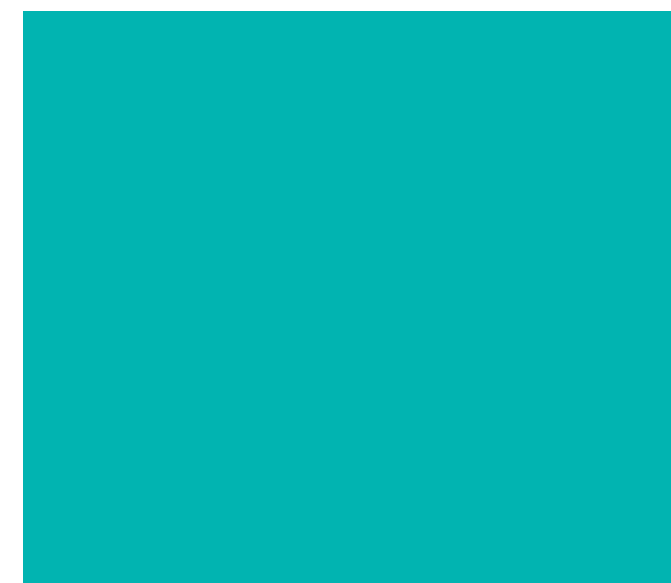
WOOD FACADE



PAINTED FACE BRICK



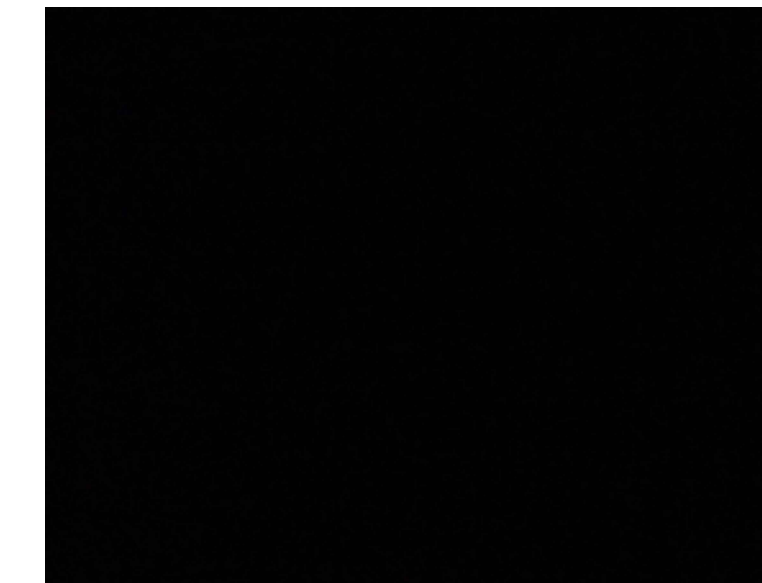
NATURAL FACE BRICK



ALUMINUM CANOPY



ENTRY DOORS & DRIVE THRU WINDOW



ALUMINUM STOREFRONTS

4 PROJECT MATERIALS
3/16" = 1'-0"

GHA
GALLO HERBERT ARCHITECTS
1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442 PH. 954.794.0300 F.X. 954.794.0301
AA24001731
[SEAL]

BRIAN P. HERBERT FL AR0015474
[PROJECT]

LOUISIANA KITCHEN
POPEYES
WINDEMERE POINT
STUART, FL
1951 NE FEDERAL HWY,
STUART, FLORIDA
[OWNER]

1560 BOONE, LLC

1951 NE FEDERAL HWY,
STUART, FLORIDA

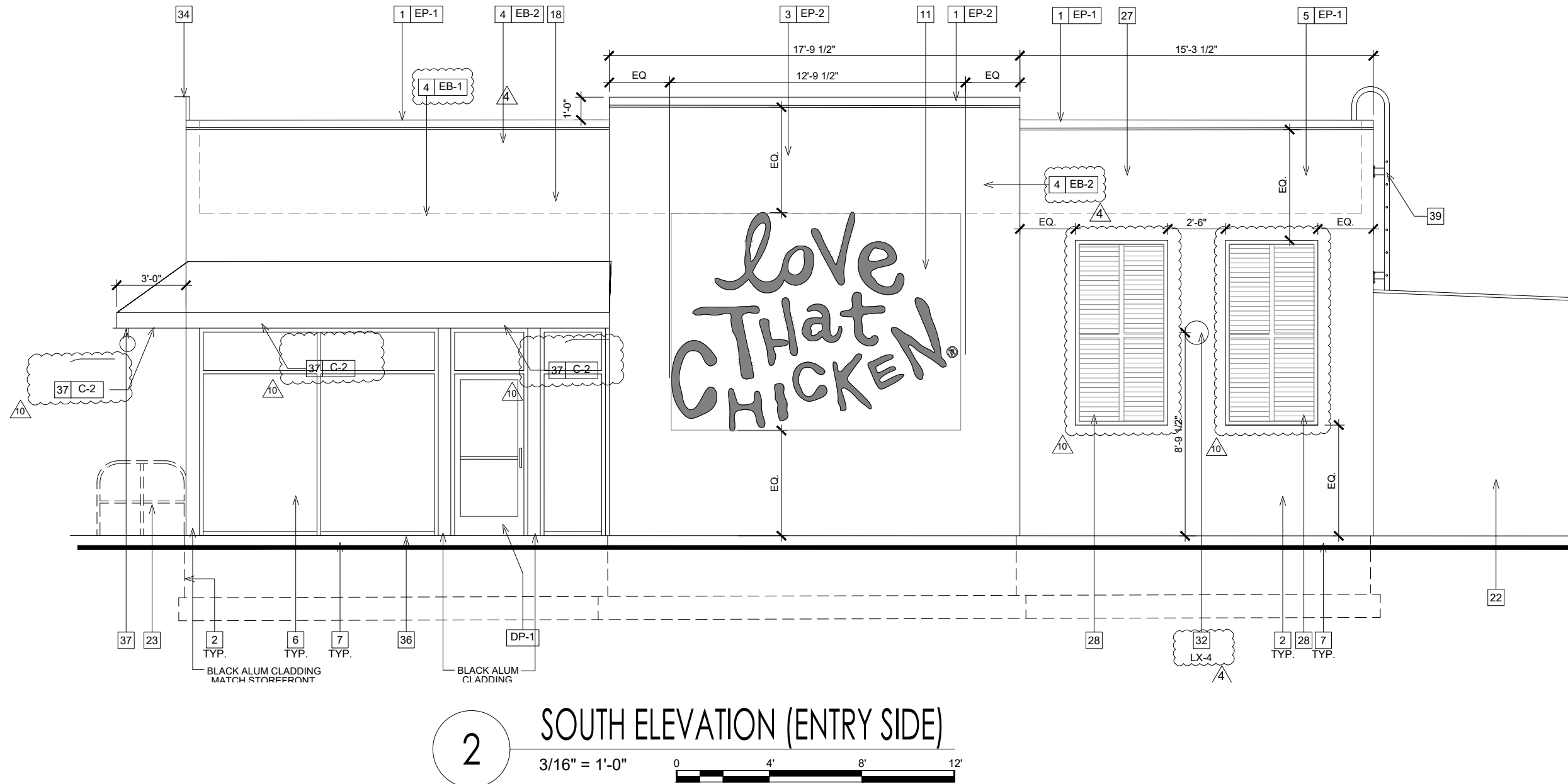
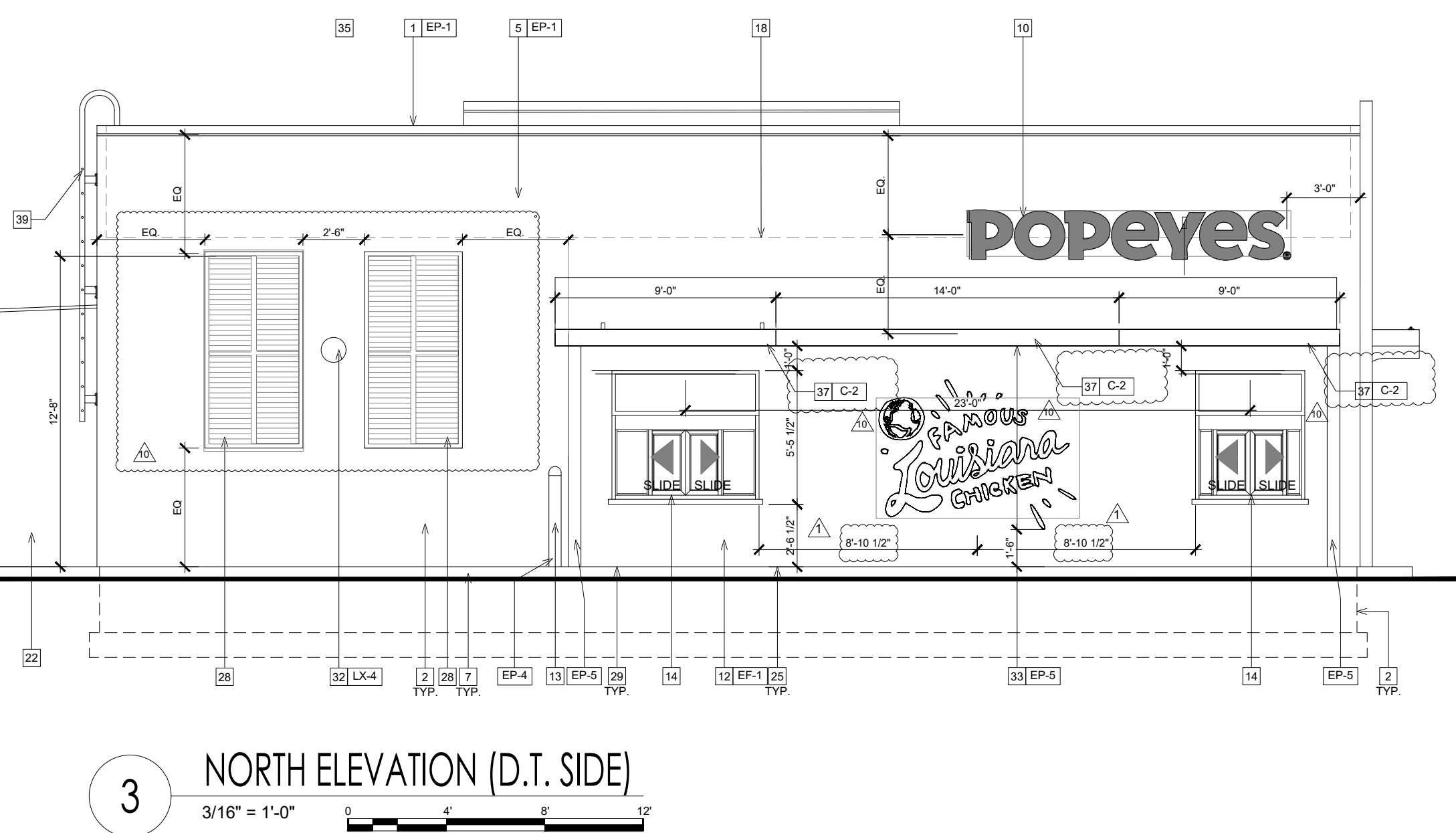
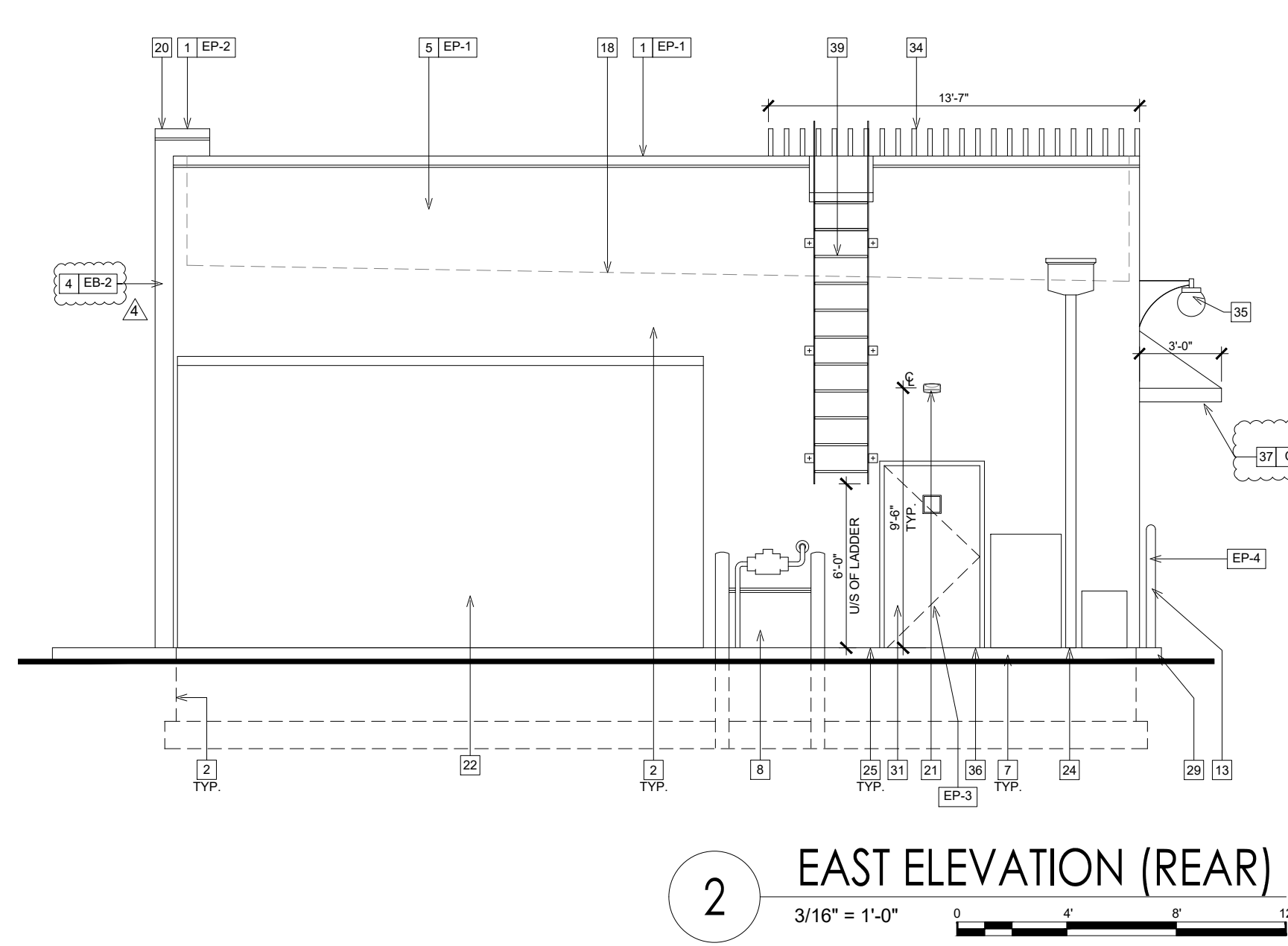
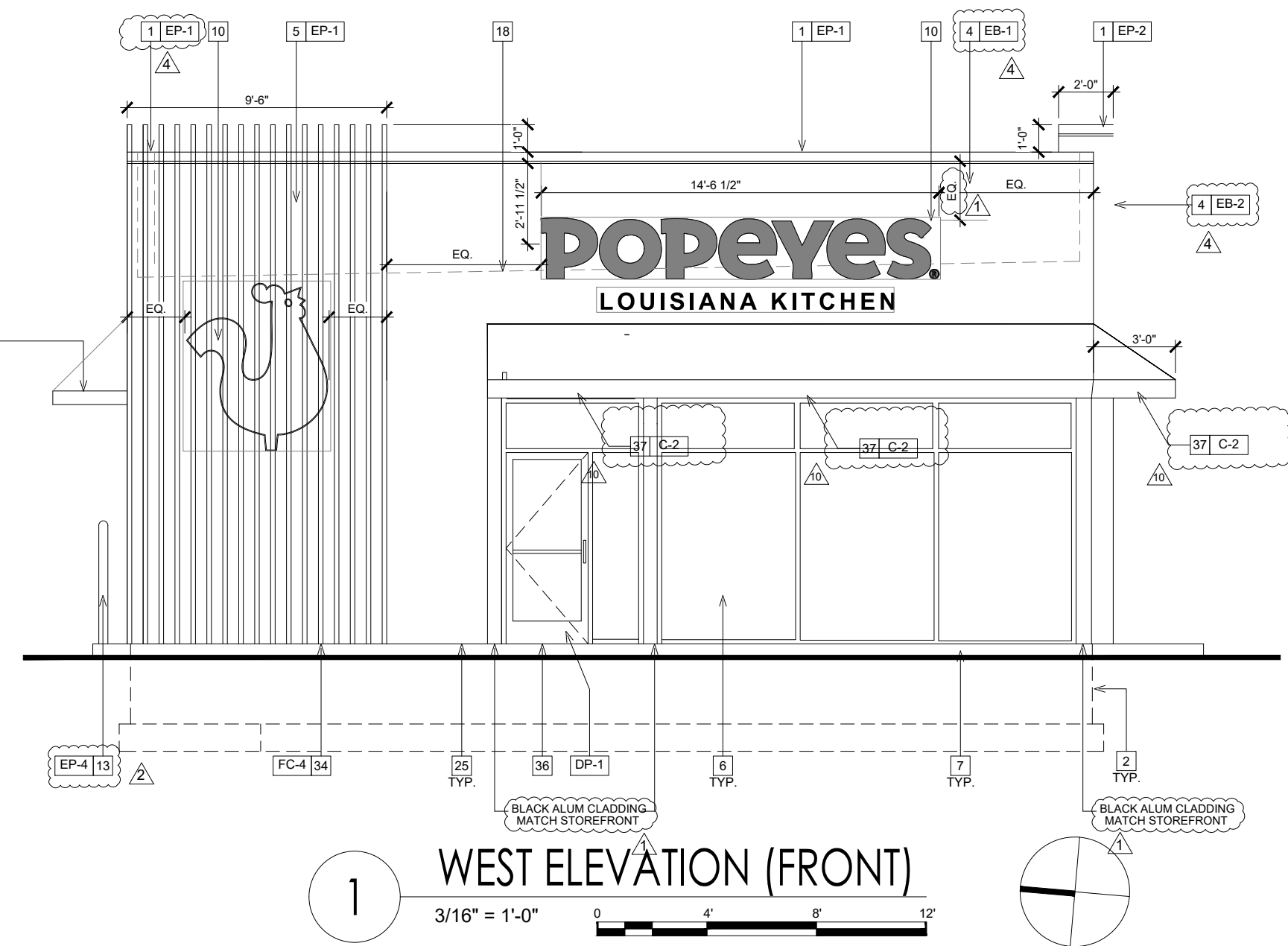
[REVISIONS]

No.	Description	Date

[PROJECT STATUS]
SITE PLAN APPROVAL
[DATE]
08-31-2023
[PROJECT NUMBER]
19-2023
[SCALE]
AS SHOWN
[DRAWN BY] [CHECKED BY]
H3D/DECO BPH
[DRAWING TITLE]

PROPOSED BUILDING RENDERINGS

[DRAWING NUMBER]
A-202



EXTERIOR ELEVATION NOTES

- 1 PRE-FINISHED METAL CAP FLASHING C/W DRIP.
 - 2 G.C TO PROVIDE AND INSTALL DOUBLE LAYER OF REINFORCING MESH TO MIN. 2"x2" ABOVE GRADE AT ALL EIFS LOCATIONS (TYP.) IN ORDER TO ATTAIN ABUSE RESISTANCE STUCCO SYSTEM.
 - 3 EP-1 EXTERIOR PAINT SEE COLOR BELOW
 - 4 EP-1 EXTERIOR PAINT SEE COLOR BELOW
 - 5 EIFS. REFER TO POPEYES MASTER SCHEDULE.
 - 6 PRE-FINISHED 'BLACK ANODIZED' ALUMINUM STOREFRONT SYSTEM WITH INSULATED GLAZING.
 - 7 EXPOSED FOUNDATION TO BE PARGED AND FREE OF IMPERFECTIONS.
 - 8 GAS UTILITY METER.
 - 9 REFER TO STRUCTURAL DRAWINGS FOR FOUNDATION WALL AND FOOTING DETAILS.
 - 10 INTERNALLY ILLUMINATED BUILDING SIGNAGE PROVIDED AND INSTALLED BY SIGN COMPANY. G.C TO PROVIDE AND INSTALL 2" EXTERIOR GRADE PRESSURE TREATED PLYWOOD BACKING AND ALL FINAL ELECTRICAL CONNECTION. SIGN MANUFACTURER SHALL OBTAIN STRUCTURALLY SEALED DRAWINGS AND SIGNAGE PERMITS FROM THE CITY BASED ON LOCAL REQUIREMENTS. G.C SHALL VERIFY ACTUAL LOCATION & SIZE OF SIGNS WITH SIGN MANUFACTURER'S APPROVED DRAWINGS AND COORDINATE LOCATIONS OF BLOCKING AND UTILITIES. G.C TO COORDINATE WITH SIGN INSTALLER TO USE VHM DRILL BIT WHILE DRILLING FOR ELECTRICAL FEED LINES AND SIGNAGE FASTENERS. ALL ELEMENTS PROVIDED BY SIGNAGE FABRICATOR TO BE REVIEWED AND APPROVED BY POPEYES PRIOR TO PRODUCTION.
 - 11 NON-ILLUMINATED BUILDING SIGNAGE PROVIDED AND INSTALLED BY SIGN COMPANY. G.C TO PROVIDE AND INSTALL 2" EXTERIOR GRADE PRESSURE TREATED PLYWOOD BACKING AND SIGNAGE PERMITS FROM THE CITY BASED ON LOCAL REQUIREMENTS. G.C SHALL VERIFY ACTUAL LOCATION & SIZE OF SIGNS WITH SIGN MANUFACTURER'S APPROVED DRAWINGS AND COORDINATE LOCATIONS OF BLOCKING AND UTILITIES. G.C TO COORDINATE WITH SIGN INSTALLER TO USE VHM DRILL BIT WHILE DRILLING FOR ELECTRICAL FEED LINES AND SIGNAGE FASTENERS. ALL ELEMENTS PROVIDED BY SIGNAGE FABRICATOR TO BE REVIEWED AND APPROVED BY POPEYES PRIOR TO PRODUCTION.
 - 12 NICHHA VINTAGE WOOD. COLOR: CEDAR. REFER TO POPEYES MASTER SCHEDULE.
 - 13 PROVIDE & INSTALL 6" DIAMETER STEEL PIPE BOLLARD TOP AT 4'-6" A.F.F. G.C TO PAINT SAFETY YELLOW. REFER TO POPEYES MASTER SCHEDULE.
 - 14 DRIVE-THRU WINDOW. REFER TO DRIVE-THRU WINDOW SCHEDULE ON SHEET A11.
 - 15 N/A.
 - 16 N/A.
 - 17 N/A.
 - 18 DASHED LINE INDICATES TO OF ROOF BEHIND PARAPET.
 - 19 C/T CABINET AND METER.
 - 20 LINE OF PARAPET WALLS BEYOND.
 - 21 GENERAL PURPOSE EXTERIOR LIGHTING FIXTURES.
 - 22 WALK-IN COOLER/FREEZER FINISH TO BE COMPLETED BY MANUFACTURER.
 - 23 METAL RAILING BEYOND.
 - 24 PRE-FINISHED GALVANIZED STEEL DOWNSPOUT & COLLECTOR BOX. G.C TO COORDINATE CIVIL ENGINEERS TO CONFIRM IF DOWNSPOUTS ARE SPLASHING ON CONCRETE PAD OR TIED TO THE STORM SEWER LINE. REFER TO MECHANICAL DRAWINGS.
 - 25 ALL BASE FLASHING TO MATCH ADJACENT MATERIAL COLORS.
 - 26 HOSE BIB. G.C TO PAINT. COLOUR TO MATCH ADJACENT STUCCO COORDINATE EXACT LOCATION WITH G.C. REFER TO MECHANICAL DRAWINGS.
 - 27 N/A.
 - 28 DECORATIVE OLD FLORIDA SHUTTERS - TEAL.
 - 29 G.C TO PROVIDE CONCRETE CURB ALONG DRIVE-THRU LANE. CURB TO PROJECT 8" FROM FACE OF PANELS AND LENGTH OF CURB IS EXTENT OF FEATURE WALL.
 - 30 N/A.
 - 31 REAR EXIT DOOR. REFER TO POPEYES MASTER SCHEDULE.
 - 32 WALL SCONCE SUPPLY AND INSTALL BY SIGN COMPANY.
 - 33 OPEN BOTTOM ALUMINUM CANOPY WITH DOWNLIGHT LED LIGHT FIXTURE SUPPLY BY SIGN COMPANY AND INSTALL BY G.C. ALL CANOPIES IN WALL SUPPORT BY G.C. REFER TO STRUCTURAL DRAWINGS.
 - 34 VERTICAL SIMULATED ALUMINUM SLATS. B-N SLATS TAR-028 PACIFIC GRAY.
 - 35 N/A.
 - 36 CONCRETE SIDEWALK (BY G.C). REFER TO SITE PLAN.
 - 37 SILVER AWNING
 - 38 N/A.
 - 39 EXTERIOR ROOF LADDER.
 - 40 DELETED.
- PAINT COLORS TO MATCH EXISTING SHOPPING CENTER**
- EP-1 - SW 6385 - DOVER WHITE
 - EP-2 - SW 28260 - SAGE
 - EP-3 - SW 6489 - REALLY TEAL
- SLATS - PACIFIC GRAY**
- AWNING COLOR - SILVER**

GENERAL NOTES

- 1 SEALANT / CALKING AROUND DOOR / WINDOW FRAMES. COLOUR: TO MATCH WINDOW / DOOR FRAMES.
- 2 THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND FOLLOW ALL DRAWINGS AND SPECIFICATIONS.

SYMBOL LEGEND

- 1 NOTE REFERENCE. REFER TO ELEVATION NOTES
- FNF# FINISH TYPE

REVISION INDEX: 2 # = rev discription

- 1 REVISED MASTER PLAN PER REDLINE COMMENTS (KH COMMENT 1)
- 2 REVISED TITLE BLOCK ADDRESS (DIRECTIONAL) (KH COMMENT 2)
- 3 ADDED LEGAL DESCRIPTION TO COVER SHEET (KH COMMENT 3)
- 4 ADDED PROPOSED DATA TO SHEET ASP-100 (KH COMMENT 4)
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- 6 SIGNAGE CONFORMANCE NOTE ADDED TO ASP-101 (KH COMMENT 6)
- 7 ADD STATEMENT REGARDING TREE MITIGATION (KH COMMENT 7)
- 8 ADD SIGN WAIVER TABLE (PLANNING COMMENT 1)
- 9 PROVIDE LEGIBLE SITE INFORMATION (PLANNING COMMENT 2)
- 10 PROVIDE LOADING AREA (PLANNING COMMENT 3)
- 11 COORDINATE BUILDING AREA ON SHITS (PLANNING COMMENT 4)
- 12 ADJUST PARKING CALCULATIONS PER 6.01.13 (PLANNING COMMENT 5)
- 13 PARKING COUNT CORRECTION (PLANNING COMMENT 6)
- 14 DIMENSION PARKING STALLS (PLANNING COMMENT 7)
- 15 SHOW QUEING REQUIREMENTS OF 20 FT (PLANNING COMMENT 8)
- 16 LABEL THE PICKUP AND PAY WINDOWS (PLANNING COMMENT 9)
- 17 DIMENSION TWO WAY DRIVES AT 24' (PLANNING COMMENT 10)
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- 19 UPDATE REVISION TABLE (PLANNING COMMENT 12)
- 20 TREE MITIGATION STATEMENT LOC. ADJ (PLANNING COMMENT 13)
- 21 ADJUST CROSS WALK TO MATCH CIVIL (PLANNING COMMENT 14)
- 22 REMOVE 2 PARKING STALLS IN DRIVE THRU (PLANNING COMMENT 15)
- 23 ADD STOP BARS AT DRIVE THRU CROSSING (PLANNING COMMENT 16)
- 24 CORRECT INDEX TO SHOW A-201 (PLANNING COMMENT 17)
- 25 CORRECT DUMPSTER AND SHOW AUTO TURN (PW COMMENT 1 & 2)
- 26 SHOW CARS IN THE DRIVE THRU (PLANNING COMMENT 1 - 7/9/25)
- 27 LEGEND OR KEY FOR CALLOUT (PLANNING COMMENT 2 - 7/9/25)
- 28 CORRECT INDEX TO SHOW C1 & C2 (PLANNING COMMENT 4 - 7/9/25)
- 29 LIST TOP 0 IN INDEX (PLANNING COMMENT 5-7/9/25) NO TOP 0 EXISTS
- 30 CORRECT L1 & L2 TO LP1 & LP2 IN INDEX (PLANNING COMMENT 6 - 7/9/25)
- 31 SHOW IRR. PLANS L1 & L2 IN INDEX (PLANNING COMMENT 7 - 7/9/25)
- 32 DELETE EXTRANEOUS NOTE IN SITE PLAN SCOPE NOTES RE: Pylon
- 33 ADD ELEVATION TAG NOTES TO ELEVATION SHEET
- 34 CHANGE PARKING COUNT FROM 10 TO 9 & ADD BUMPERS AT HC SPACES
- 35 CHANGE EXTERIOR COLORS AND FINISHES TO COMPLIMENT EXISTING SHOPPING CENTER

ITEM	CODE/SECTION	REQUIRED	PROVIDED
SIGNS	6.11.17 Design Standards Matrix	Not more than two per occupant - 1.5 sq. ft. for first 25 linear feet occupancy; then 1 sq. ft. per linear foot over 25 linear feet occupancy (not to exceed 100 sq. ft. per occupancy) -on building face	Two "Popeyes" Tenant Signs - One on the West Elevation 43.2 SF (US-Highway 1 frontage and one on the North Elevation 24.1 SF (NW Windemere Drive frontage)
Additional Trade Dress - Signs	6.11.17 Design Standards Matrix	Not specifically mentioned	(SIGN DELETED) One - "Love the Chicken" graphic 117 SF, One - "Famous Louisiana Chicken" 40 SF, (SIGN DELETED)

3 PROJECT SIGNS - WAIVER REQUEST TABLE
 3/16" = 1'-0"

GHA
 GALLO HERBERT ARCHITECTS
 1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442 PH. 954.794.0300 F.X. 954.794.0301
 AA26001731
 [SEAL]

LOUISIANA KITCHEN
POPEYES
WINDEMERE POINT
STUART, FL
 1951 NW FEDERAL HWY, STUART, FLORIDA
 [OWNER]
1560 BOONE, LLC
 1951 NW FEDERAL HWY, STUART, FLORIDA

(REVISIONS)

No.	Description	Date
1	POPEYES DESIGN REVS	01/30/2024
2	KHA REVIEWREVS	07/30/2024
3	DESIGN REVS	09/30/2024
4	DRC REVISIONS	10/30/2024
5	DRC REVISIONS	02/21/2025
6	DRC REVISIONS - WAIVER	03/14/2025
7	DRC REVISIONS-ELV TAGS	09/20/2025
8	COLOR & FINISH REVISION	12/05/2025

(PROJECT STATUS)
SITE PLAN APPROVAL
 DATE: **08-31-2023**
 PROJECT NUMBER: **19-2023**
 SCALE:
 AS SHOWN
 DRAWN BY: **H3D/DECO** CHECKED BY: **BPH**
 DRAWING TITLE:

PROPOSED BUILDING ELEVATIONS
 DRAWING NUMBER:
A-201

IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT, TO PREPARE, REPRODUCE, OR IN ANY MANNER USE THESE ARCHITECTURAL DRAWINGS OR ANY PART THEREOF WITHOUT THE WRITTEN CONSENT OF GALLO HERBERT ARCHITECTS. CONTRACTORS SHALL VERIFY EXISTING CONDITIONS AND CORRELATE DIMENSIONS PRIOR TO PROVIDING THE WORK DETAILED IN THESE DRAWINGS, AND SHALL PROMPTLY NOTIFY THE DESIGNER OF ANY DISCREPANCIES.



4 SIDE RENDERING - TEAL SHUTTERS



1 FRONT RENDERING
NOT TO SCALE



3 DRIVE THRU SIDE RENDERING



WOOD FACADE



SW-6385 - DOVER WHITE



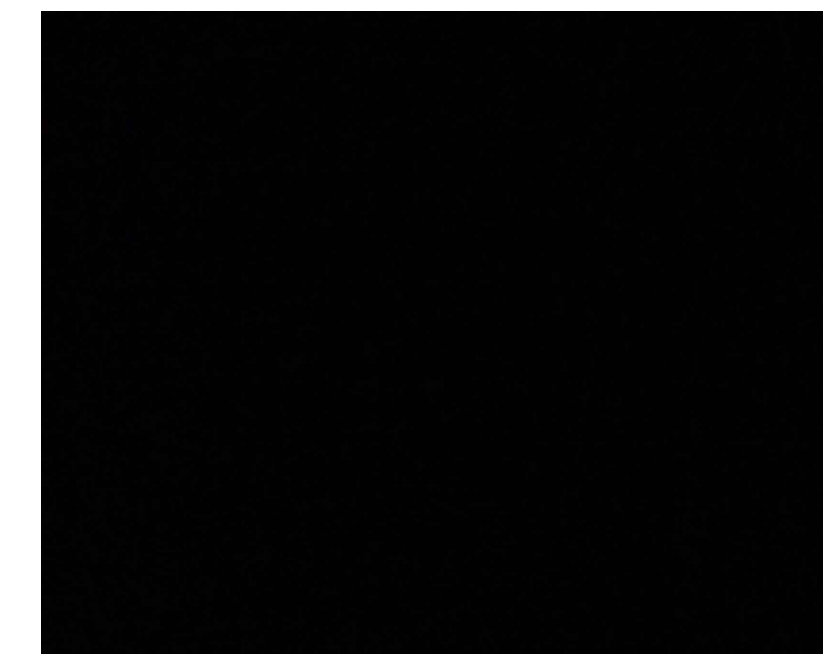
SW-2860 SAGE



AWNING - SILVER



SW - 6489 REALLY TEAL (Shutters)



ALUMINUM STOREFRONTS



POPEYES SIGN COLOR

4 PROJECT MATERIALS
3/16" = 1'-0"



GHA
 GALLO HERBERT ARCHITECTS
 1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442 PH. 954.794.0300 F.X. 954.794.0301
 AA26001731
 [SEAL]

BRIAN P. HERBERT FL AR0015474
 PROJECT

POPEYES
WINDEMERE POINT
STUART, FL
 1951 NW FEDERAL HWY,
 STUART, FLORIDA
 [OWNER]
1560 BOONE, LLC
 1951 (NW) FEDERAL HWY,
 STUART, FLORIDA

[REVISIONS]

No.	Description	Date
1	POPEYES DESIGN REVS	01/30/2024
2	KHA REVIEW REVS	07/30/2024
3	DESIGN REVS	09/30/2024
4	DRC REVISIONS	10/30/2024
5	DRC REVISIONS	02/21/2025
6	COLOR & FINISH REVISIONS	12/05/2025

[PROJECT STATUS]

SITE PLAN APPROVAL

[DATE]
08-31-2023

[PROJECT NUMBER]
19-2023

[SCALE]
AS SHOWN

[DRAWN BY] [CHECKED BY]
H3D/DECO BPH

[DRAWING TITLE]

PROPOSED BUILDING RENDERINGS

[DRAWING NUMBER]
A-202



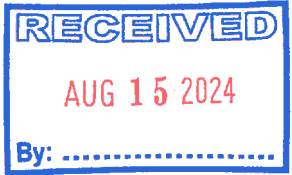
Engineering & Project Management

361 NW Dewburry Terrace

Jensen Beach, FL 34957

772 291 8177

office@terragoneengineering.com



WINDEMERE POINT PARCEL 2
COMPLETION OUT PARCEL DEVELOPMENT
DRAINAGE STATEMENT

August 8, 2024

BACKGROUND

Windemere Point was developed in 2008 as a PUD with a drainage system serving both parcels within the site. Parcel 2 is a separate outparcel, purchased by 1560 Boone, LLC and developed separately. In the PUD, drainage capacity was made available for development on Parcel 2.

ANALYSIS

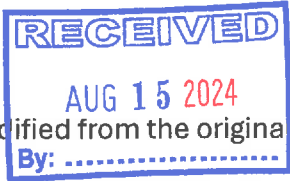
This drainage statement evaluates the area within the curb line of Parcel 2 as the remainder of parcel 2 is developed as contemplated in the main PUD. Specifically, we evaluate those items that have changed on the building pad site, utilizing the edge of pavement against the bare ground as the boundary for the evaluation.

Measuring areas utilizing CAD drawings on the original PUD Site Plan yields the following impervious area measurements:

2008 Parcel 2 – Accommodated areas

Buildings	14,075 square ft
Walkways	7,453. square ft.
Dumpster and Loading	<u>1,970 square ft.</u>
	23,498 square ft

In 2018 a 5300 sq ft. commercial retail building was developed on Parcel 2, leaving the north side of the building pad vacant field. Side walks were installed only around the



building . The dumpster was also developed, but its layout was modified from the original PUD layout.

In the proposed development of the remainder of Parcel 2, a 1993 sf drive through restaurant is contemplated. It requires the expansion of pavement for the drive through lanes, which is additional pavement area. The total impervious area is broken down as follows:

Parcel 2 in it final buildout layout – impervious areas (includes 2018 development)

Buildings	5300 (exst) + 1993 (prop) square ft
	7,293 Tot. SF buildings
Site/drive around building	7,516 square ft
Walkways (proposed and exst)	6,188 square ft.
Dumpster and Loading (exst)	<u>452 square ft.</u>
	21,749 square ft

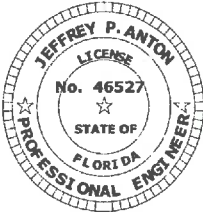
CONCLUSION

As evident by the analysis above, there will be 1,749 less impervious area. As the amount of impervious area is the only variable altered in the runoff equation, in the direction of less runoff generated, the proposed development will demand less capacity from the drainage system than contemplated in the original PUD site plan. Thus, the outparcel buildout will have no negative impact on the drainage system.

Sincerely

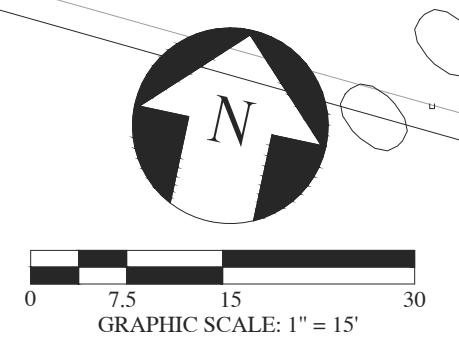
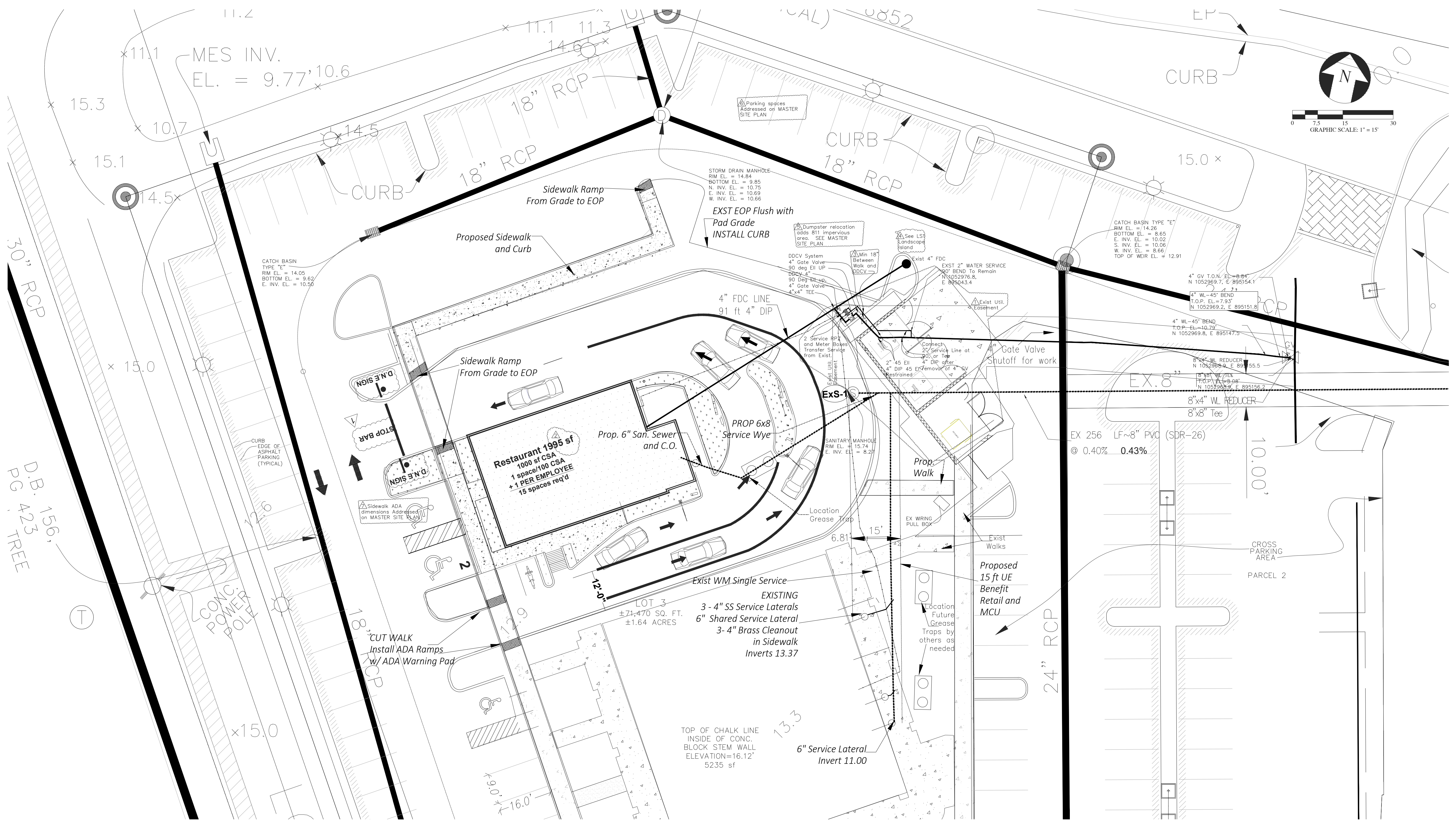
Jeffrey P. Anton, PE FL 46527

August 1, 2024



This item has been digitally signed and sealed by Jeffrey P. Anton, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed by Jeffrey P Anton Date: 2024.08.01 10:00:46 -04'00'



D.B. 156,
P.G. 423
TREE

ERC & WATER METER CALCULATIONS						
MCU UTILITY SERVICE PHASE	BUILDING	LAND USE / SIZE	ESTIMATED FLOW (GPD)	CALCULATION BASIS	ERC 250 GPD	METER SIZE
1	Restaurant	1995 SF (20 Seats) 9 Employee shifts	320 135	16 GPD / Seat 15 GPD/ 8 hr. Employee shift	2	5/8"

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ENGINEERING SITE PLAN

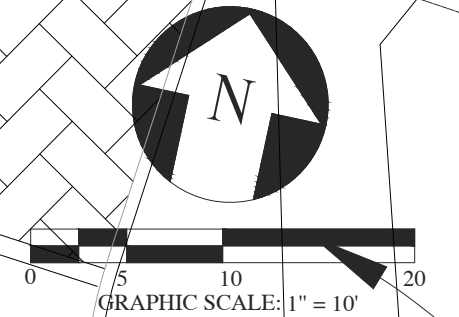
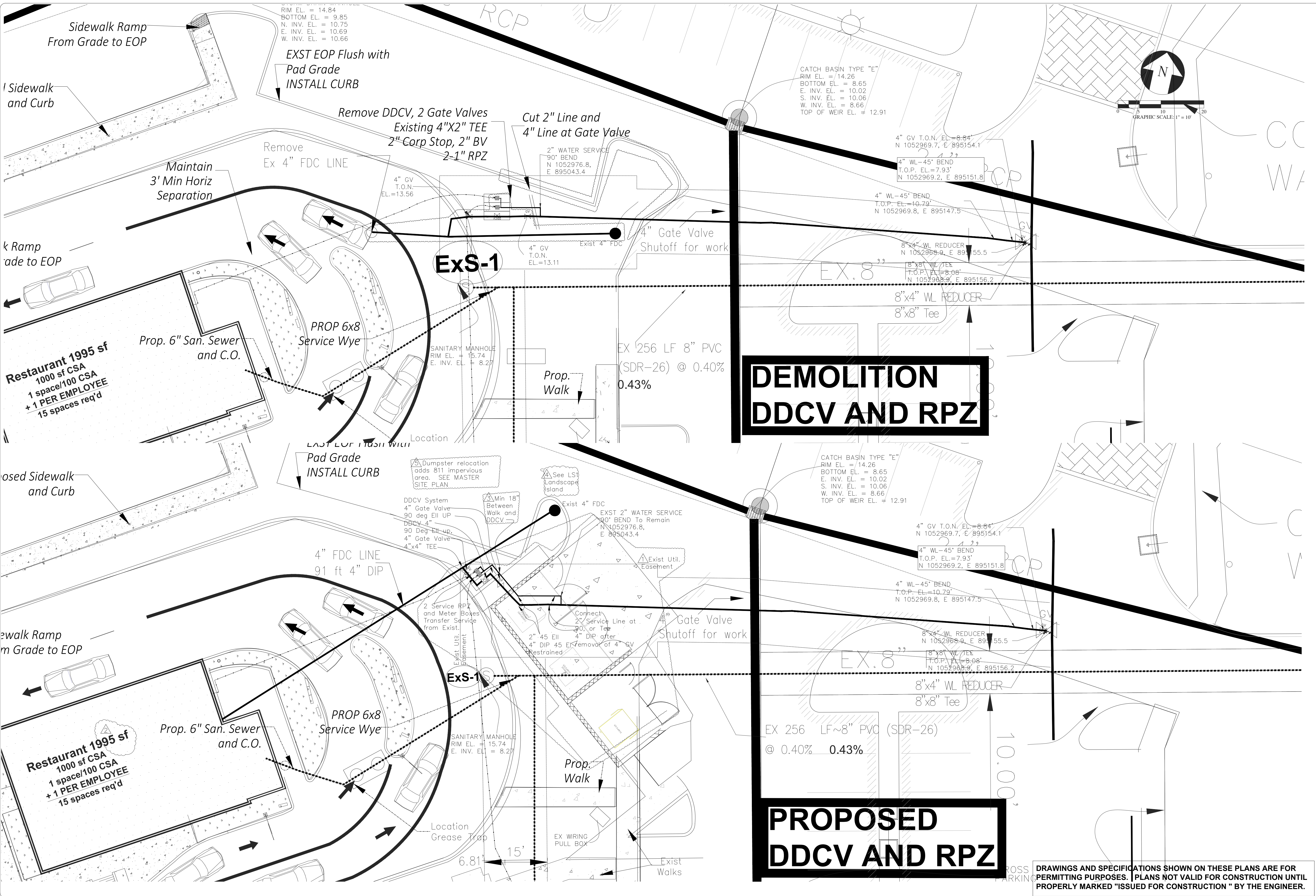
TERRAGONE ENGINEERING
 361 NW Dawbury Terrace, Jensen Beach, Florida 34957
 Phone: (772) 291-8177
 E-mail: office@terragonengineering.com
 Florida Registry Lic. 34035

ENGINEERING PRELIMINARY PLAN

DRIVE THROUGH RESTUARANT
 WINDEMERE POINT PARCEL 3
 1951 N. FEDERAL HWY, STUART, FL 34957

Sheet No.
C-1
of
2

DRAWINGS AND SPECIFICATIONS SHOWN ON THESE PLANS ARE FOR PERMITTING PURPOSES. PLANS NOT VALID FOR CONSTRUCTION UNTIL PROPERLY MARKED "ISSUED FOR CONSTRUCTION" BY THE ENGINEER.

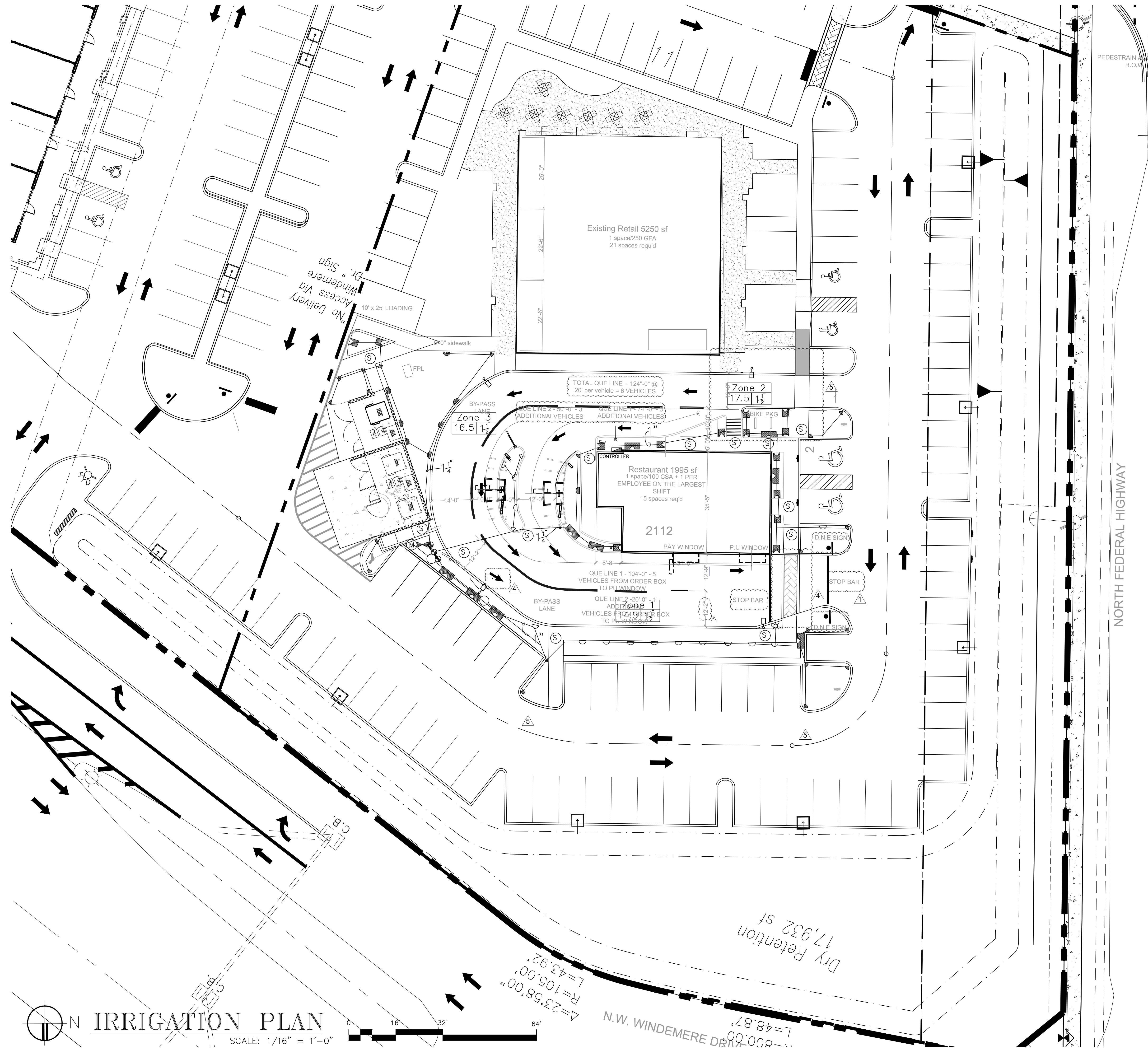


**DEMOLITION
DDCV AND RPZ**

**PROPOSED
DDCV AND RPZ**

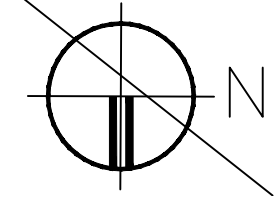
Designed: J.A. 3/4/24 Drawn: A.A. By Checked: By Approved: J.P.A. Date: JUN 4, 2025 Project: Poppyes File: Jeffrey P. Anton OCT 16, 2025 PE No. 46527	
10/16/25 ENGINEERING FOR SITE PLAN Review Rev11 6/4/25 ENGINEERING FOR SITE PLAN Review Rev 8/4/24 ENGINEERING FOR SITE PLAN Review Rev 3/4/24 ENGINEERING FOR SITE PLAN Review Rev Date: By:	No.
CALL 48 HOURS BEFORE YOU DIG IT'S THE LAW! 1-800-432-4770 SUNSHINE STATE ONE CALL OF FLORIDA, INC.	
UTILITIES RELOCATION OF DDCV AND RPZ	
ENGINEERING PRELIMINARY PLAN DRIVE THROUGH RESTAURANT WINDEMERE POINT PARCEL 3 1951 N. FEDERAL HWY, STUART, FL 34957	
Sheet No. C-2 of 2	

DRAWINGS AND SPECIFICATIONS SHOWN ON THESE PLANS ARE FOR PERMITTING PURPOSES. PLANS NOT VALID FOR CONSTRUCTION UNTIL PROPERLY MARKED "ISSUED FOR CONSTRUCTION" BY THE ENGINEER.



IRRIGATION PLAN

SCALE: 1/16" = 1'-0"



NW FEDERAL F

DRWG. TITLE : IRRIGATION PLAN - PERMIT
 PROJECT : POPEYES WINDMERE POINT
 CLIENT : GHA ARCHITECTS

PROJECT NO. 24-117
 DRAWN BY WKT
 DESIGNED BY WKT
 CHECKED BY WKT
 DATE : 03-25-24
 DWG. NO. 1-11
 SHT. NO. 1 of 2
 REVISIONS :
 02-25-25
 06-20-25



TONNING & ASSOCIATES, INC.
 Landscape Architecture & Land Planning
 Landscape Architect - Florida License #6666709
 4855 NW 92 Terrace
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 Tel: 561-414-8269 Email: wtonning@tonningandassociates.com

WAYNE K. TONNING, R.L.A.
 R.L.A. #6666709

IRRIGATION LEGEND:

- MAIN LINE - 1-1/2" Feed From Pond Surface Water Source
- LATERAL ZONE LINES - SDR PVC as noted
- ... ZONE BOUNDARIES
- ▶ BACK FLDV: See Point of Connection Detail.
- ◻ CONTROLLER - Rain Bird ESP Controller 4 Zone mounted on East Facade of structure, with a Rain Check automatic rain sensor shutoff switch mounted outside on eave of structure.
- ⊕ ZONE VALVES - Rain Bird PGA Valves
- ⊙ PROPOSED WATER METER - 1" or per City Code.
- ⊙ SLEEVES - SCH. 40, 2 Sizes Larger. NOTE - Pipe Size Shown is the Lateral Size, NOT the Sleeve Size
- 6" PDP-UP SPRAY - Rainbird 1800 Series MPR Spray Nozzles as Required. NOTE - All of the below may not be used.

15' Series -	12' Series -	10' Series -	8' Series -
15-Q-PC - 1/4"	12-Q-PC - 1/4"	10-Q-PC - 1/4"	8-Q-PC - 1/4"
15-T-PC - 1/3"	12-T-PC - 1/3"	10-T-PC - 1/3"	8-T-PC - 1/3"
15-H-PC - 1/2"	12-H-PC - 1/2"	10-H-PC - 1/2"	8-H-PC - 1/2"
15-TT-PC - 2/3"	12-TT-PC - 2/3"	10-TT-PC - 2/3"	8-TT-PC - 2/3"
15-TQ-PC - 3/4"	12-TQ-PC - 3/4"	10-TQ-PC - 3/4"	8-TQ-PC - 3/4"
15-F-PC - Full	12-F-PC - Full	10-F-PC - Full	8-F-PC - Full

 - 45-SST-PC 4 x 18'
 - 4-EST-PC 4 x 15'
 - 4-CST-PC 4 x 30'
 - * 6" PDP-UP FLOOD BUBBLER - Rainbird 1800 Series MPR Pressure Compensating Nozzles as Required.
 - ⊕ HDSE BIB

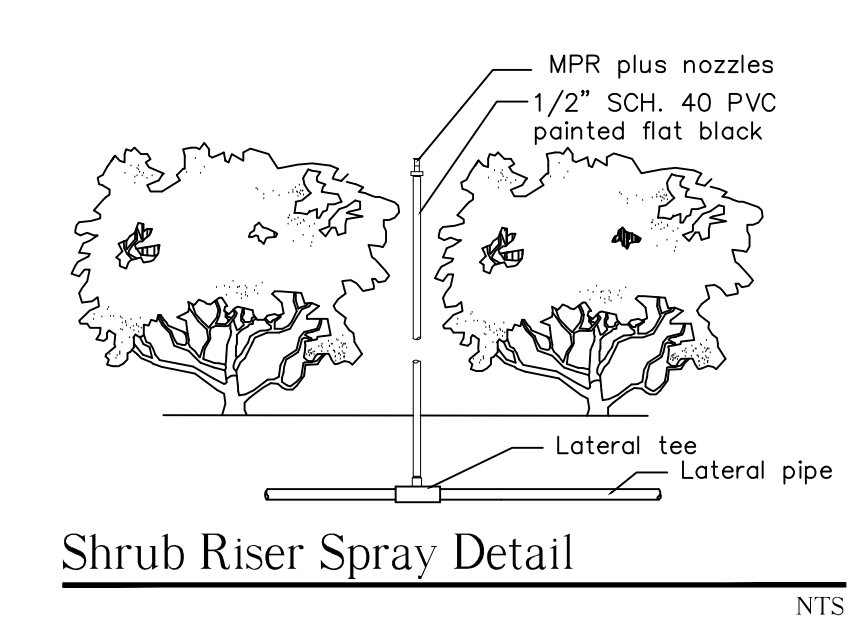
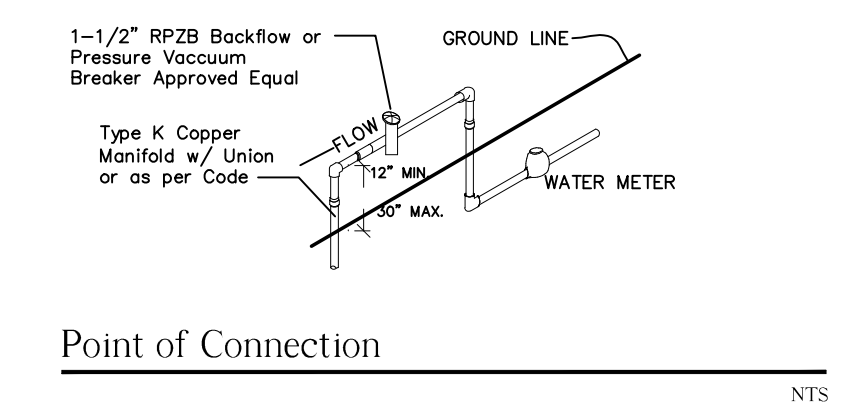
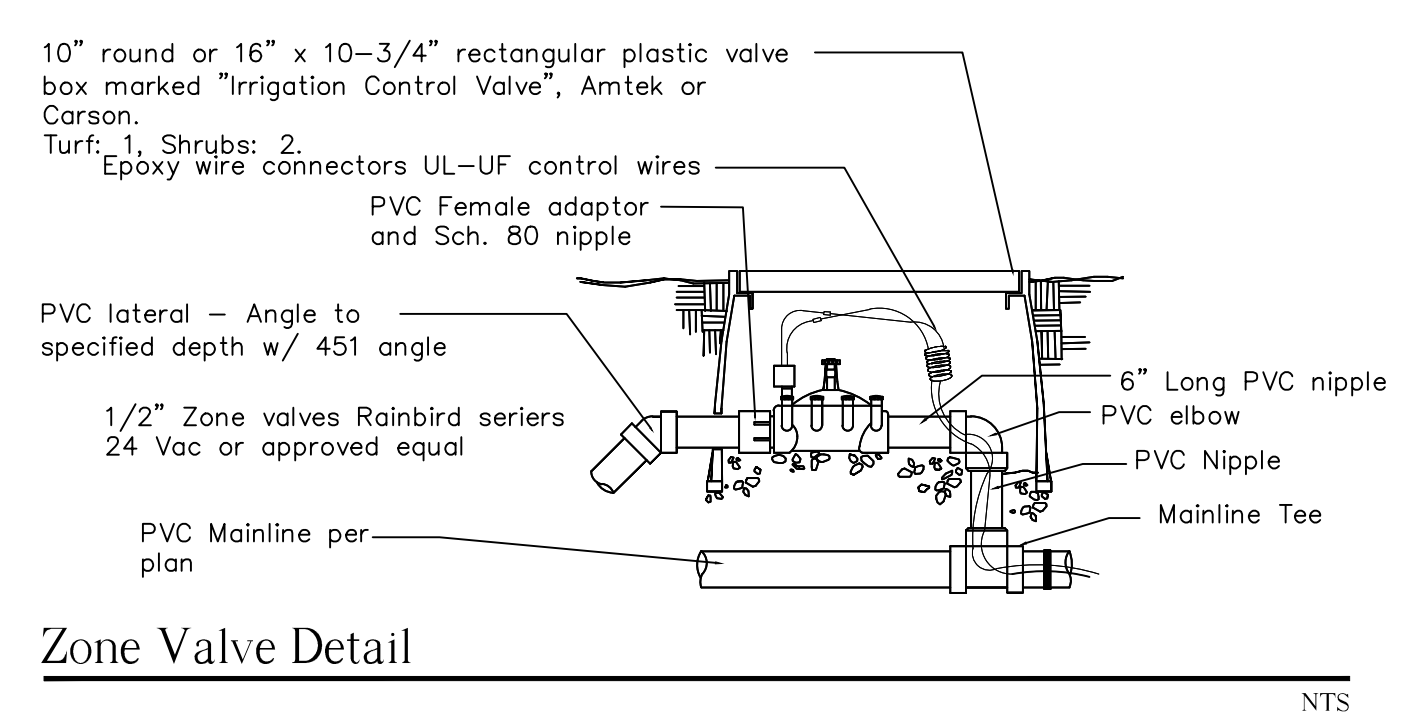
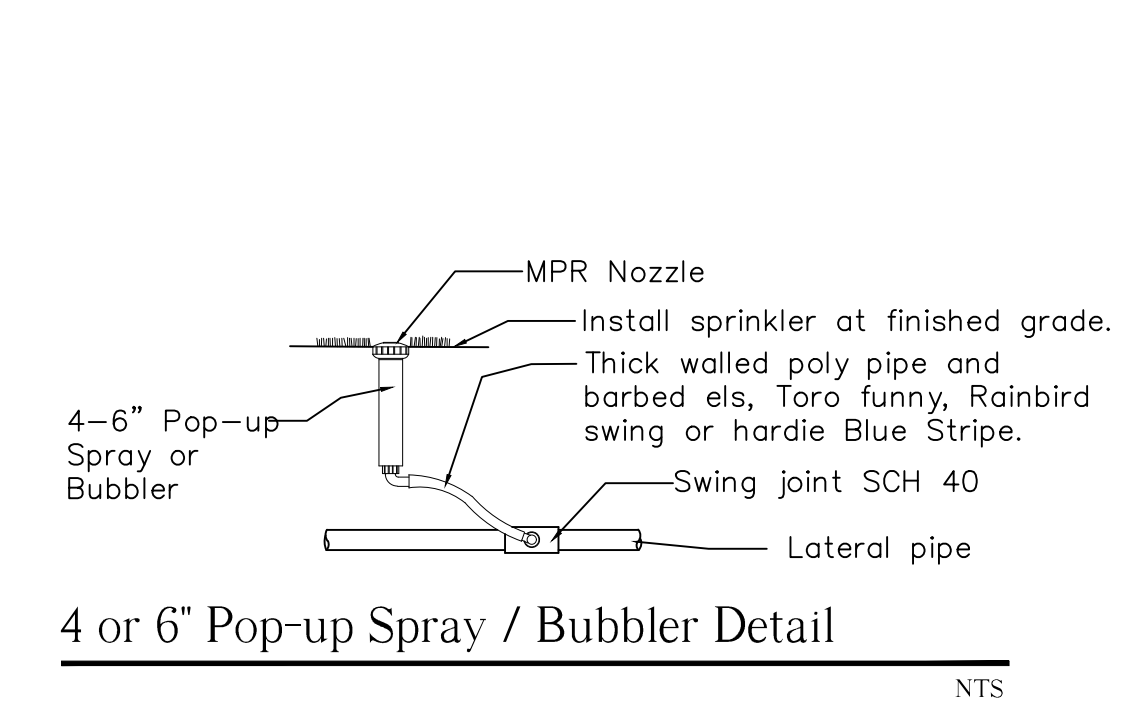
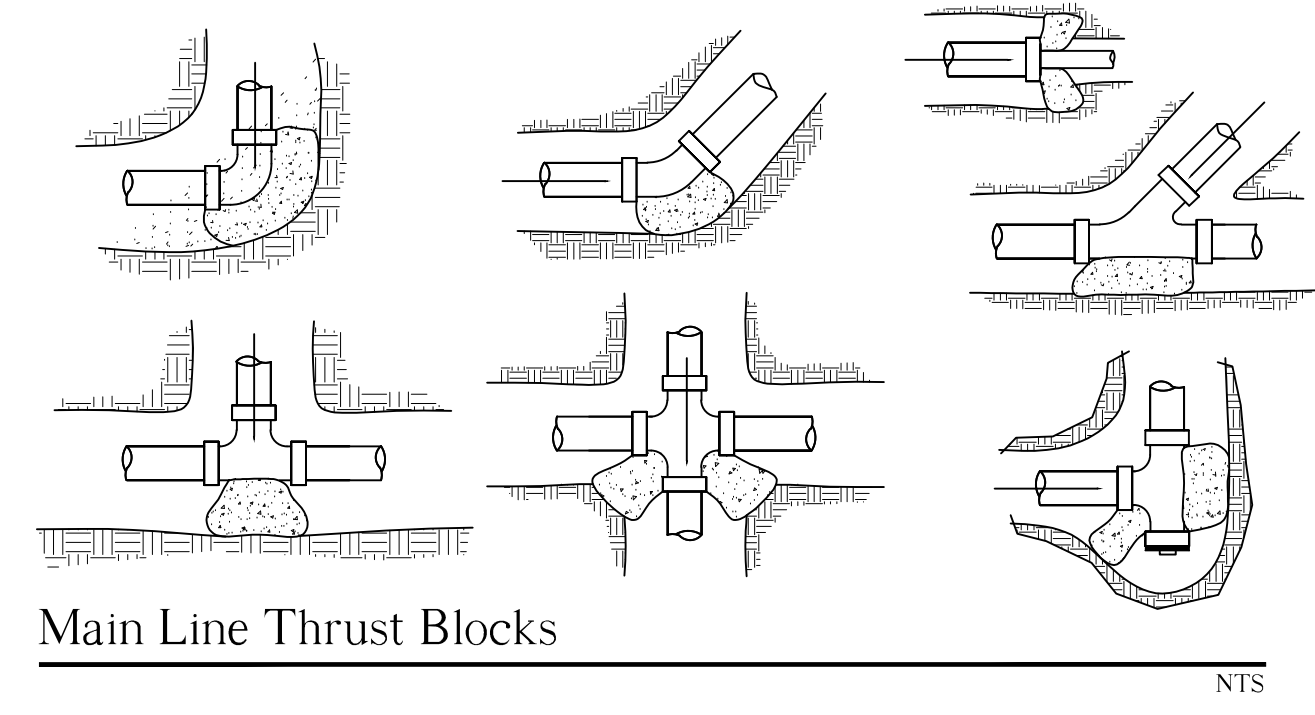
SYSTEM DESIGN OPERATING PRESSURE = Between 35 and 40 psi

Zone 2	Zone Number
37.6	Valve Size
12	GPM per Zone

- ▲ 4" PDP-UP ROTOR - Hunter PGM Rotor w/ Appropriate Nozzle as Required

IRRIGATION NOTES:

Piping:
Main Lines: PVC SDR 26, Class 160 Solvent Weld.
Zone Lines: PVC, 1/2 in. and 3/4 in. are not used. Min. pipe is 1 in. JIS PSI: 1 in. = SDR 21. 200 PSI: 1-1/4 in. and greater = SDR 26, 160 PSI. All solvent weld.
All end of the line unmarked pipe = 1 in. (min.).
Sleeves and suction Line: PVC, SCH 40.
Fittings: SCH 40 PVC
Fabrication: To manufacturers specifications. Use blue or grey PVC cement, square cut, clean and prime all joints.
Allow all main lines to cure for 24 hours before pressuring.
All pipe, fittings, and solvents to conform to latest ASTM specs.
Depth of Lines: Main Line and wiring = 18 in. depth, min. Sleeving under pavement = 24 in. depth, min. Suction Line = 24 in. depth, min. Zone Lines 1-1/2 in. and smaller = 10 in. depth, min.
Control Wires: AWG 14 for all hot wires and AWG 12 for common. Solid copper type UF UL listed for direct burial. Run wires under moat and tape every 20 feet. Run spares, two min. Splice wires only in a valve box. All splices shall be moisture proof using Snap ties or DEY UL connectors. Common shall be white, hot shall be red or color coded. Spore shall be black. Run in conduit where no Main line runs.
Backfill all trenches free of debris, compact to original density, flush all lines, use screens in all heads, adjust heads for proper coverage avoiding excess water on walls, walks, etc.
All details are graphically shown only. All quantities shall be verified by the contractor prior to installation. It shall be the contractor's responsibility to assure complete overlapping coverage. Any discrepancies shall be reported to the owner and landscape architect before proceeding. Codes and local regulations shall take precedence over these plans. It is the contractor's responsibility to comply. The landscape architect reserves the right to make minor field changes, the contractor may field adjust spray nozzle selection to provide for proper 100% min. coverage.
Provide owner with an accurate as installed plan(s) at completion showing main lines, wiring, valves, crossings, etc. using dimensions from fixed datum.
Contractor shall verify all underground utilities prior to commencement of work.
The perimeter irrigation and landscape may be required to be installed prior to either or both pump stations and all main line / valve wiring. A separate plan showing modifications and alternate water source will be provided prior to construction. The modifications will not impact upon the design intent or substantially affect the construction plan.

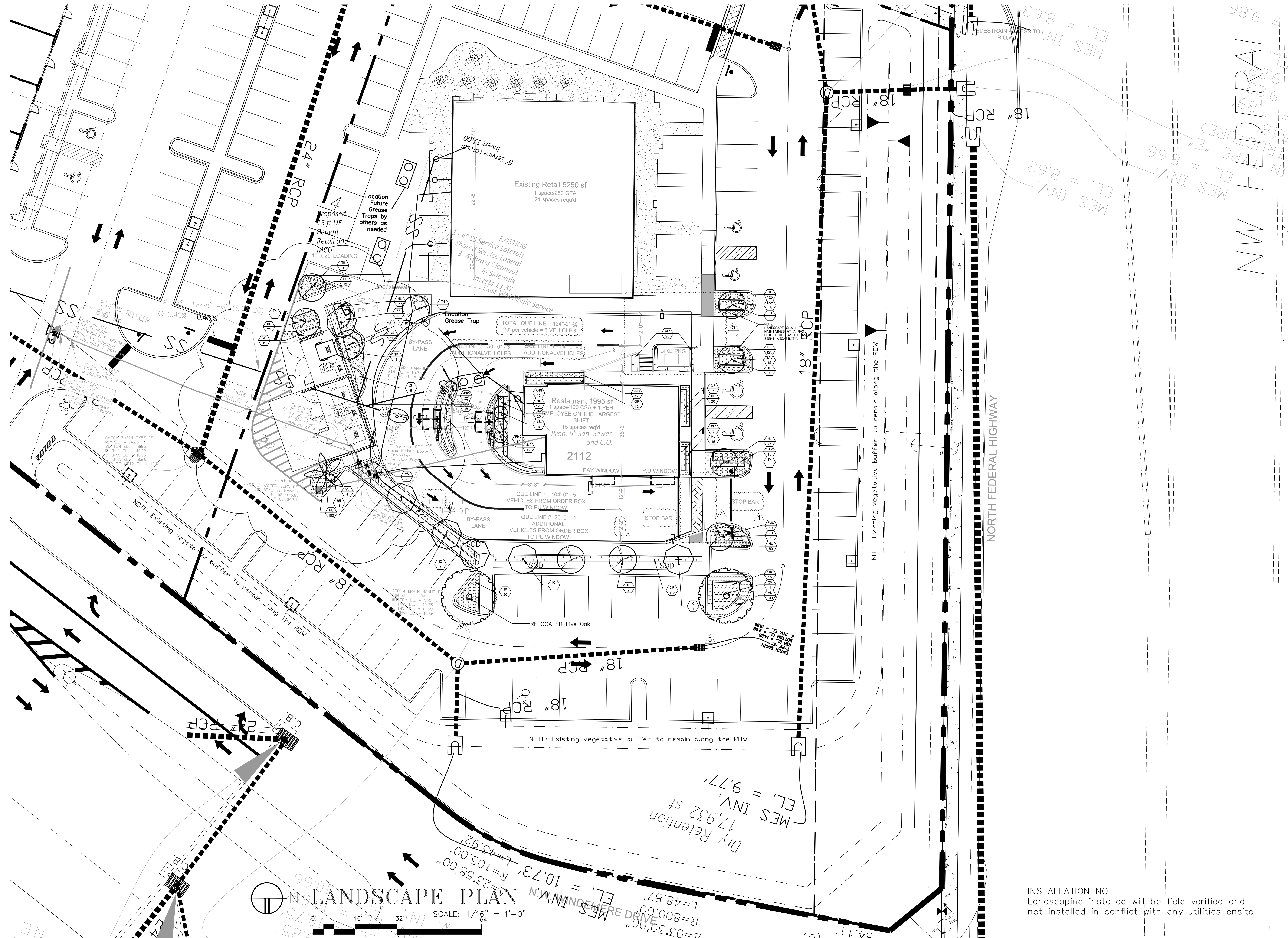


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Coral Springs, Florida
Tel: 561-414-8269 Email: wtonning@tonningandassociates.com

DRWG. TITLE : IRRIGATION PLAN - PERMIT
PROJECT : POPEYES WINDMERE POINT
1951 NW FEDERAL HIGHWAY
STUART, FLORIDA
CLIENT : GHA ARCHITECTS

SEAL
WAYNE K. TONNING, RLA
FLA #6666709

PROJECT NO. 24-117
DRAWN BY WKT
DESIGNED BY WKT
CHECKED BY WKT
DATE : 03-25-24
DWG. NO. LI-2
SHT. NO. 2 of 2
REVISIONS :
02-25-25
06-20-25



LANDSCAPE PLAN
 SCALE: 1/8" = 1'-0"
 16' 32'

INSTALLATION NOTE
 Landscaping installed will be field verified and not installed in conflict with any utilities onsite.

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 Landscape Architecture & Land Planning
 Landscape Architect - Florida License #6666709
 4855 NW 92 Terrace
 Coral Springs, Florida 33067
 Tel: 561-414-8269 Email: wtonning@tonningandassociates.com

DRWG. TITLE : LANDSCAPE PLAN - PERMIT
PROJECT : POPEYES WINDMERE POINT
 1951 NW FEDERAL HIGHWAY
 STUART, FLORIDA
CLIENT : GHA ARCHITECTS

SEAL

PROJECT NO.	24-117
DRAWN BY	WKT
DESIGNED BY	WKT
CHECKED BY	WKT
DATE :	03-25-24
DWG. NO.	LP-1
SHT. NO.	1 of 2
REVISIONS :	
02-25-25	
05-16-25	
06-25-25	
10-15-25	

WAYNE K. TONNING, R.L.A.
 R.L.A. #6666709

NOTES:
GENERAL PLANTING REQUIREMENTS

All sizes shown for plant material on the plans are to be considered Minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific shape or effect as noted on the plan(s) will also be required for final acceptance.

All plant material furnished by the landscape contractor shall be Florida #1 or better as established by "Grades and Standards for Florida Nursery Plants" and "Grades and Standards for Florida Nursery Trees". All material shall be installed as per CSI specifications.

All plant material as included herein shall be warranted by the landscape contractor for a minimum period as follows: All trees and palms for 12 months, all shrubs, vines, groundcovers and miscellaneous planting materials for 90 days, and all lawn areas for 60 days after final acceptance by the owner or owner's representative.

All plant material shall be planted in planting soil that is delivered to the site in a clean loose and friable condition. All soil shall have a well drained characteristic. Soil must be free of all rocks, sticks, and objectionable material including weeds and weed seeds as per CSI specifications.

Twelve inches (12") of planting soil 50/50 sand/topsoil mix is required around and beneath the root ball of all trees and palms, and 1 cubic yard per 50 bedding or groundcover plants.

All landscape areas shall be covered with Eucalyptus or sterilized seed free Melaleuca mulch to a minimum depth of three inches (3") of cover when settled. Cypress bark mulch shall not be used.

All plant material shall be thoroughly watered in at the time of planting; no dry planting permitted. All plant materials shall be planted such that the top of the plant ball is flush with the surrounding grade.

All landscape and lawn areas shall be irrigated by a fully automatic sprinkler system adjusted to provide 100% coverage of all landscape areas. All heads shall be adjusted to 50% overlap as per manufacturers specifications and performance standards utilizing a rust free water source. Each system shall be installed with a rain sensor.

Each lot shall supply, install, and maintain an individual irrigation system for that individual lot.

It is the sole responsibility of the landscape contractor to insure that all new plantings receive adequate water during the installation and during all plant warranty periods. Deep watering of all new trees and palms and any supplemental watering that may be required to augment natural rainfall and site irrigation is mandatory to insure proper plant development and shall be provided as a part of this contract.

All plant material shall be installed with fertilizer, which shall be State approved as a complete fertilizer containing the required minimum of trace elements in addition to N-P-K, of which 50% of the nitrogen shall be derived from an organic source as per CSI specifications.

Contractors are responsible for coordinating with the owners and appropriate public agencies to assist in locating and verifying all underground utilities prior to excavation.

All ideas, designs and plans indicated or represented by this drawing are owned by and are the exclusive property of Wayne K. Tonnig, RLA.

The plan takes precedence over the plant list.

SPECIAL INSTRUCTIONS

General site and berm grading to +/- 1 inch (1") shall be provided by the general contractor. All finished site grading and final decorative berm shaping shall be provided by the landscape contractor.

All sod areas as indicated on the planting plan shall receive Stenotaphrum secundatum, St. Augustine 'Floritam' solid sod. It shall be the responsibility of the landscape contractor to include in the bid, the repair of any sod which may be damaged from the landscape installation operations.

INSTALLATION NOTE
 Landscaping installed will be field verified and not installed in conflict with any utilities onsite.

LANDSCAPE CODE
VEHICLE USE AREA

The landscaping provided within the landscaped strip shall include:
 A. One tree for every 30 linear feet of required landscape strip planted singly or in clusters, not be more than 50 feet apart, located between the common lot line and the parking area; and
 B. A hedge, wall, berm or other durable landscape barrier placed along the outside perimeter of the strip adjacent to right-of-way; and
 C. Other landscaping, such as shrubs or vines, planted five feet on-center along the street side of a wall; and
 d. Grass, ground cover, or other landscape treatment.

Parking area interior landscaping. For a major development, not less than 50 percent of the required landscaping shall be interior landscaping exclusive of required buffer. Interior landscaping shall be located around the periphery of structures and interspersed throughout parking areas.

2. A landscaped area not less than five feet wide, consisting primarily of shrubbery, shall be provided along the sides of the building which about a parking area. A landscaped area not less than two feet in width shall be provided along the sides and rear of a building where abutting an on-site service or access driveway. The landscaping located along the sides and rear of buildings which about a parking area or driveways shall include a hedge, one tree for every 30 linear feet, and ground cover. This landscaping may be clustered to allow for creativity and flexibility in design with the approval of the city development director.

3. Interior landscaping shall include not less than one tree for every 500 square feet or fraction thereof of interior landscaped area. Interior landscaped areas shall be located in such a manner as to divide and break up the expanse of paving.

One Canopy Tree per Parking Island

REQUIRED

225 LF
 8 Trees

COMPLIES
 COMPLIES

710 SF Interior
 950 SF Parking

175 LF
 6 Trees

710 SF
 2 Trees

9 Islands

PROPOSED

8 Trees

COMPLIES
 COMPLIES

COMPLIES
 75% Interior

8 Trees

COMPLIES-2 Trees

9 Trees

PROPOSED PLANT LIST
TREES / PALMS - 55% Native

Code	Drought	QTY.	Botanical Name / Common Name	Specifications
IC (N)	V	7	Ilex cassine / Dahooon Holly	B&B Field Grown, 3" DBH, 12' OA
LS	V	3	Lagerstroemia speciosa / Queens Crape Myrtle	B&B Field Grown, 3" DBH, 12' OA
TH	V	9	Tabebuia hetrophylla / Pink Tabebuia	B&B Field Grown, 3" DBH, 12' OA
QV (N)	V	1	Quercus virginiana / Live Oak	B&B Field Grown, 3" DBH, 12' OA
WB	V	1	Wodyetia bifurcata / Foxtail Palm	B&B Field Grown, 12' OA

ACCENTS / SHRUBS - 52% Native

CIR (N)	V	159	Chrysoballum icaco / Red Tip Cocoplum	3 Gal., 24" OA, 2' OC
FMG	V	37	Ficus macrocarpa / Green Island Ficus	3 Gal., 18" OA, 18" OC
SAV	V	85	Schefflera arboricola variegata / Trinetta	3 Gal., 24" OA, 2' OC
VS	V	29	Viburnum sandankwa / Viburnum	7 Gal., 48" OA, 2' OC

GROUND COVERS - 89% Native

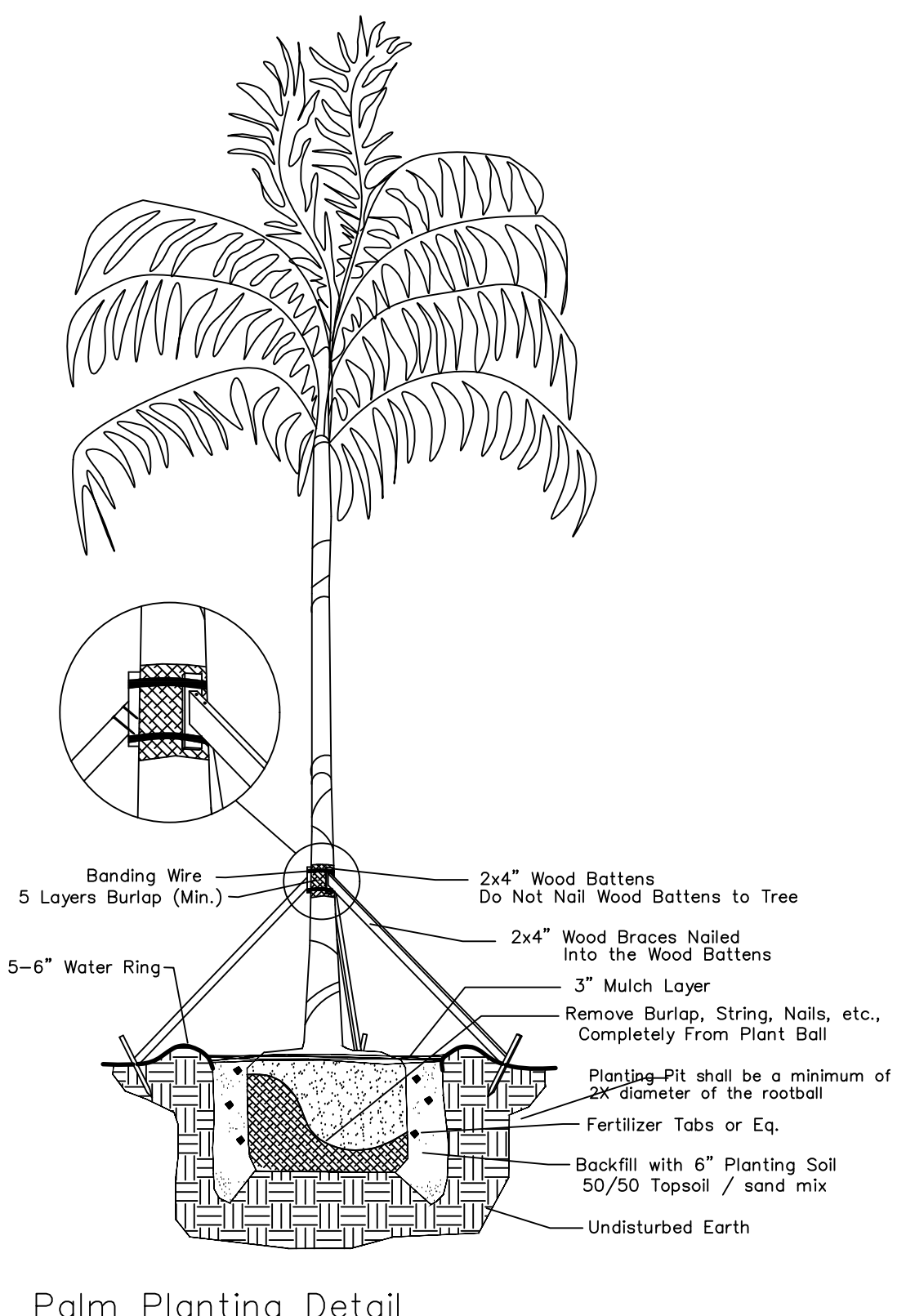
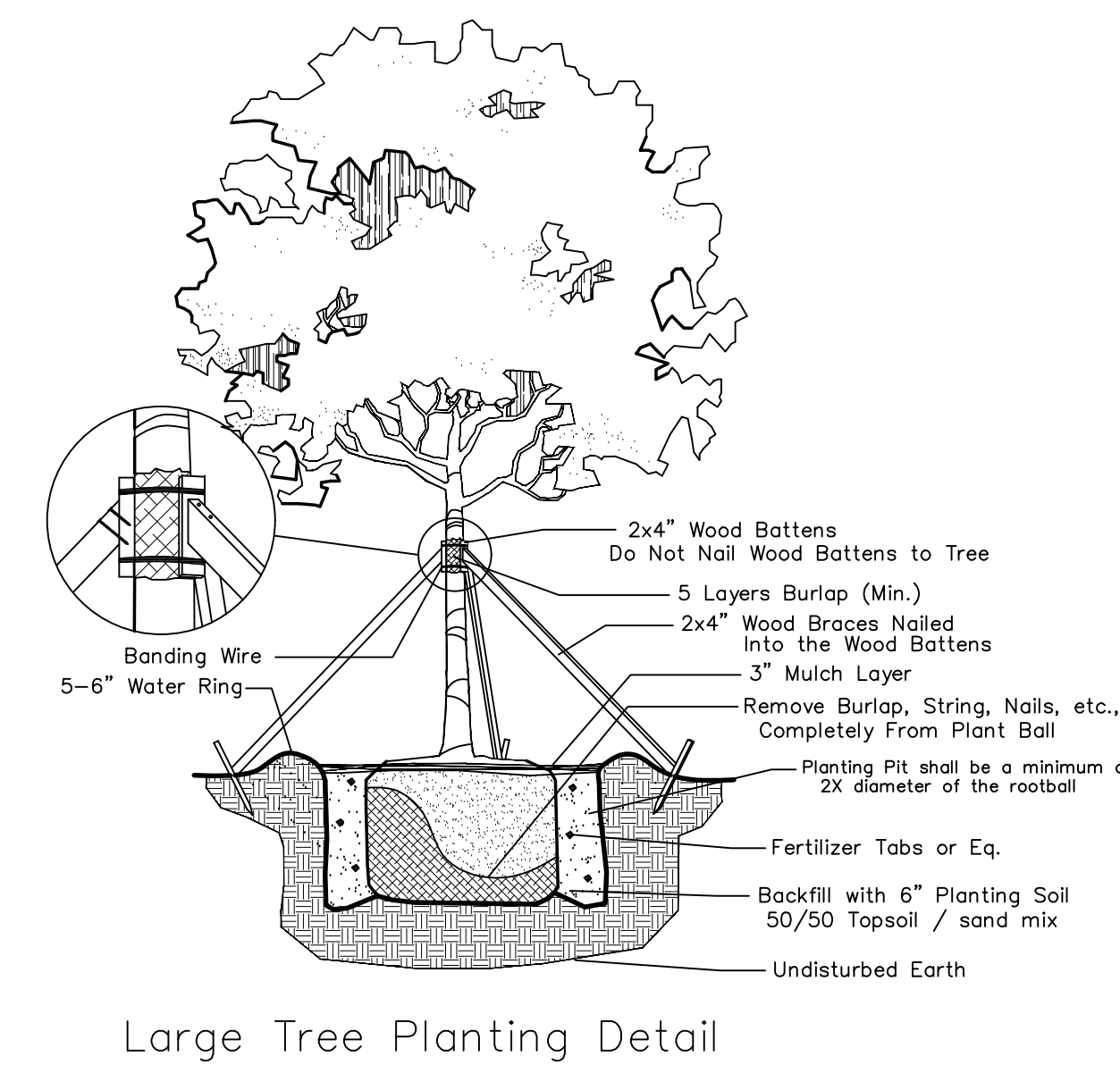
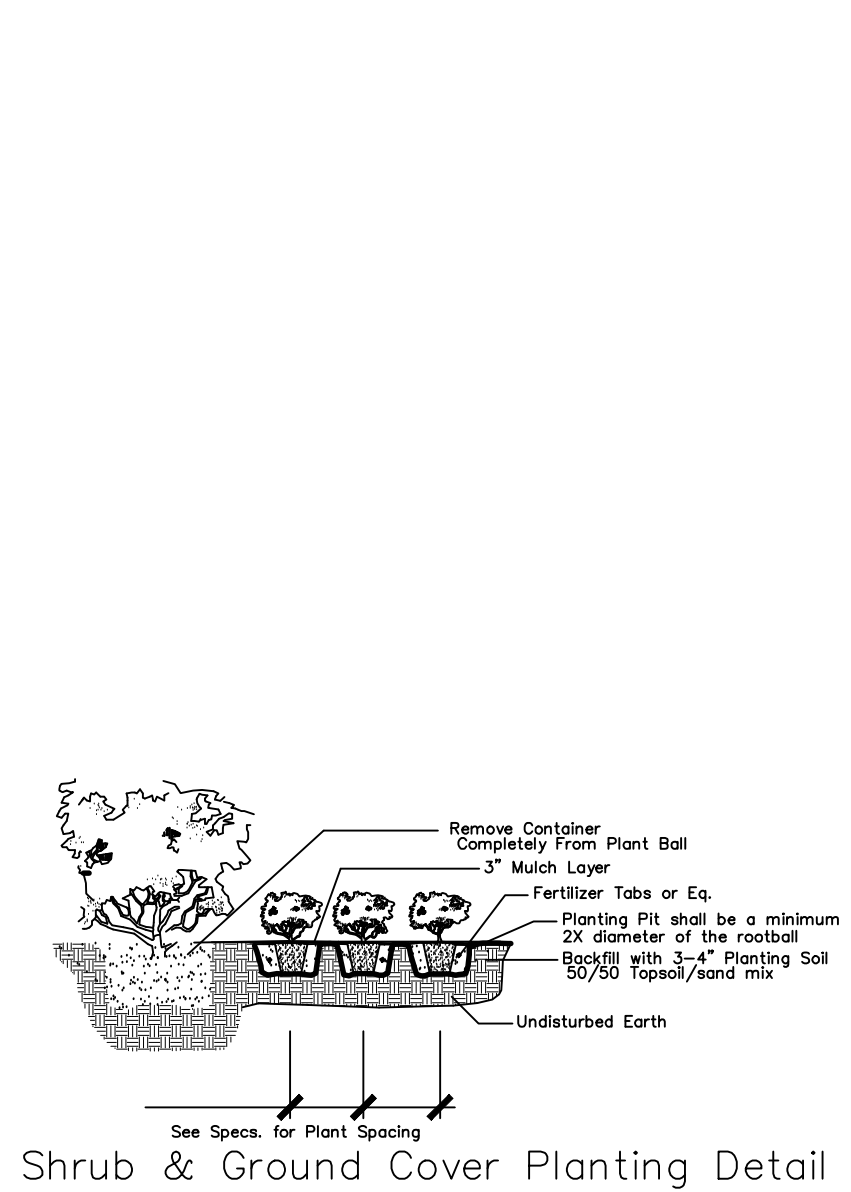
ANN	V	12	Annual / Seasonal	6" Pot, 12" OC
JNC	V	59	Juniperus conferta / Juniper	3 Gal., 24" OA, 2' OC
HL (N)	V	912	Hymenocallis latifolia / Spider Lily	1 Gal., 12" OA, 1' OC
ZF (N)	V	47	Zamia floridana / Coontie	3 Gal., 18" OA, 2' OC

MISCELLANEOUS

SOD			St Augustine Sod	Solid application - no gaps between seams
	(N)		Florida Native Plant Species	
	L		Low Drought Tolerance	
	M		Moderate Drought Tolerance	
	V		Very Drought Tolerant	

XERISCAPE POINTS

Dption	Points	DESIGN
1 Utilization of moisture sensing controller other than rain switch	5	
2 Plan submitted with low, moderate and high water usage zones indicated on the landscape plan	5	
3 Grass: 25%-50% of the grass areas are made up of drought tolerant grass species from the list 51% or more of the grass areas are made up of drought tolerant grass species from the list	5 10	10
4 Shrubs: 25%-50% of the required shrubs are made up of drought tolerant species from the list 51% or more of the required shrubs are made up of drought tolerant species from the list	5 10	10
5 Trees: 25%-50% of the required trees are made up of drought tolerant species from the list 51% or more of the required trees are made up of drought tolerant species from the list	5 10	10
6 Extra shade trees in vehicular use areas: 25% more than the required shade trees planted in the vehicular use area 50% more than the required shade trees planted in the vehicular use area	5 10	
7 Sod area less than 50% of landscape area	10	10
8 Utilization of compacted mulched (use of cypress mulch not recommended in order to protect natural cypress wetlands) planting beds at least three inches deep in all planted areas except ground cover	10	10
TOTAL	50	



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 1951 NW FEDERAL HIGHWAY
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SEAL
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 RLA #6666709

PROJECT NO. 24-117
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 DWG. NO. LP-2
 SHT. NO. 2 of 2
 REVISIONS :
 02-25-25
 05-16-25
 06-25-25
 10-15-25

August 11, 2025

To: Robert Sherman

From: Ayman As-Saidi, PE

Re: Popeyes

O'Rourke Engineering and Planning, a TMC Company, was retained to analyze the number of trips produced by the proposed development located in the Windemere Point Shopping Plaza. The plaza was initially approved based on a traffic impact analysis performed on September 12, 2007. The development has had amendments approved by the City of Stuart in 2015 and 2018.

The plaza is currently approved with 45,000 square feet of Fitness Center, 33,500 square feet of Retail Shopping Center and 1,800 square feet of Fast Food Restaurant with Drive Thru. The development is being proposed to include 45,000 square feet of Health/Fitness Club, 20,750 square feet of Retail Plaza and 1,995 square feet building with 1,800 square feet service of Fast Food with Drive Thru. The approved trip generation is included in **Attachment A**. The change in trip generation is the subject of this analysis.

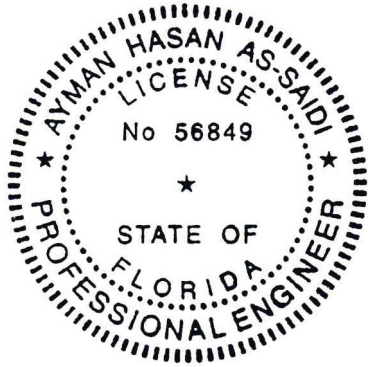
The Trip Generation for the approved uses was updated from the original ITE 7th Edition to ITE 11th Edition Rates. The approved uses generate 138 AM peak hour trips with 78 entering and 60 exiting and 276 PM peak hour trips with 150 entering and 126 exiting. The approved trip generation using 11th edition rates are shown in **Attachment B**. ITE 11th Edition trip rates were also applied to calculate the trips associated with the proposed uses. The proposed uses will generate 122 AM peak hour trips with 67 entering and 55 exiting and 229 PM peak hour trips with 127 entering and 102 exiting. The proposed trip generation is shown in **Attachment C**. The difference in the trip volumes is shown below:

	AM		PM	
	IN	OUT	IN	OUT
Proposed	67	55	127	102
Approved	78	60	150	126
Difference	-11	-5	-23	-24

This change in land use and trip generation rates has resulted in a decrease in trips in both the AM and PM peak hour. US-1 has an hourly directional capacity of 2,680 trips. The impact is a reduction in trips that are distributed onto the adjacent link of US-1. Since the trips are less than 1% of the capacity on US-1 then the project is considered de minimis and no further analysis is required.

The proposed site plan is included in **Attachment D**; the Martin County 2023 Roadway Level of Service Report is in **Attachment E**. ITE Pass-by references, internal capture matrices, and trip generation sheets are included in **Attachment F**.

Please let us know if you have any questions or comments.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

TRAFFIC & MOBILITY CONSULTANTS LLC
3101 MAGUIRE BOULEVARD, SUITE 265

ORLANDO, FLORIDA 32803

CERTIFICATE OF AUTHORIZATION CA-30024

Ayman As-Saidi, P.E. No 56849

Attachment A - Approved Trip Generation

TABLE 1a: AM Trip Generation

Description	Land Use Code	SF/Quantity	Daily Equation	Daily Trips	AM Equation	AM Trips	% In	% Out	AM in	AM out	Internal	External In	External Out	Pass-by %	Pass-by trips	Net In	Net Out	Net New Total
Fitness Center	492	45,000	$T=32.93(x)$	1,482	$T=1.21(x)$	54	42	58	23	32	5	21	28	40	20	11	19	30
Retail Shopping Center	820	33,500	$\ln(T) = 0.65 \ln(x) + 5.83$	3,336	$\ln(T) = 0.60 \ln(X) + 2.29$	81	61	39	50	32	8	45	29	48	35	27	11	38
Fast Food Restaurant w/Drive Through	934	1,800	$T=496.12(x)$	893	$T=53.11(x)$	96	51	49	49	47	5	46	44	41	37	28	26	54
Sum		80,300		5,711		231			122	111	18	112	101		92	66	56	122
			Daily less internal and Pass-by	2,836														

TABLE 1b: PM Trip Generation

Description	Land Use Code	SF/Quantity	Daily Equation	Daily Trips	PM Equation	PM Trips	% In	% Out	PM in	PM out	Internal	External In	External Out	Pass-by %	Pass-by trips	Net In	Net Out	Net New Total
Fitness Center	492	45,000	$T=32.93(x)$	1,482	$T=4.05(x)$	182	51	49	93	89	18	84	80	40	73	47	44	91
Retail Shopping Center	820	33,500	$\ln(T) = 0.65 \ln(x) + 5.83$	3,336	$\ln(T) = 0.66 \ln(X) + 3.40$	304	48	52	146	158	18	137	149	48	146	64	76	140
Fast Food Restaurant w/Drive Through	934	1,800	$T=496.12(x)$	893	$T=34.64(x)$	62	52	48	32	30	6	29	27	41	26	17	14	31
Sum		80,300		5,711		548			271	277	42	250	256		245	128	134	262
			Daily less internal and Pass-by	2,836														

Source: ITE, 7th Edition

Attachment B - Approved Uses using ITE 11th Ed. Trip Generation

Table Ia: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Strip Retail Plaza (<40k)	822	33,500	Sf	T = 2.36(X)	60%	40%	47	32	79	4	4	8	10.1%	43	28	71	14	14	28	40.0%	29	14	43
Fast Food (w/ Drive Thru)	934	1,800	Sf	T = 44.61(X)	51%	49%	41	39	80	4	4	8	10.0%	37	35	72	18	18	36	50.0%	19	17	36
Health/Fitness Club	492	45,000	Sf	T = 1.31(X)	51%	49%	30	29	59	-	-	-	0.0%	30	29	59	-	-	-	0.0%	30	29	59
TOTALS		80,300					118	100	218	8	8	16	7.3%	110	92	202	32	32	64	31.7%	78	60	138

Source: ITE 11th Edition Trip Generation Rates

Table Ib: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Strip Retail Plaza (<40k)	822	33,500	Sf	T = 6.59(X)	50%	50%	111	110	221	15	13	28	12.7%	96	97	193	39	38	77	40.0%	57	59	116
Fast Food (w/ Drive Thru)	934	1,800	Sf	T = 33.03(X)	52%	48%	31	28	59	10	13	23	39.0%	21	15	36	10	10	20	55.0%	11	5	16
Health/Fitness Club	492	45,000	Sf	T = 3.45(X)	57%	43%	88	67	155	6	5	11	7.1%	82	62	144	-	-	-	0.0%	82	62	144
TOTALS							230	205	435	31	31	62	14.3%	199	174	373	49	48	97	26.0%	150	126	276

Source: ITE 11th Edition Trip Generation Rates

Attachment C - Proposed Trip Generation

Table Ia: AM Peak Hour

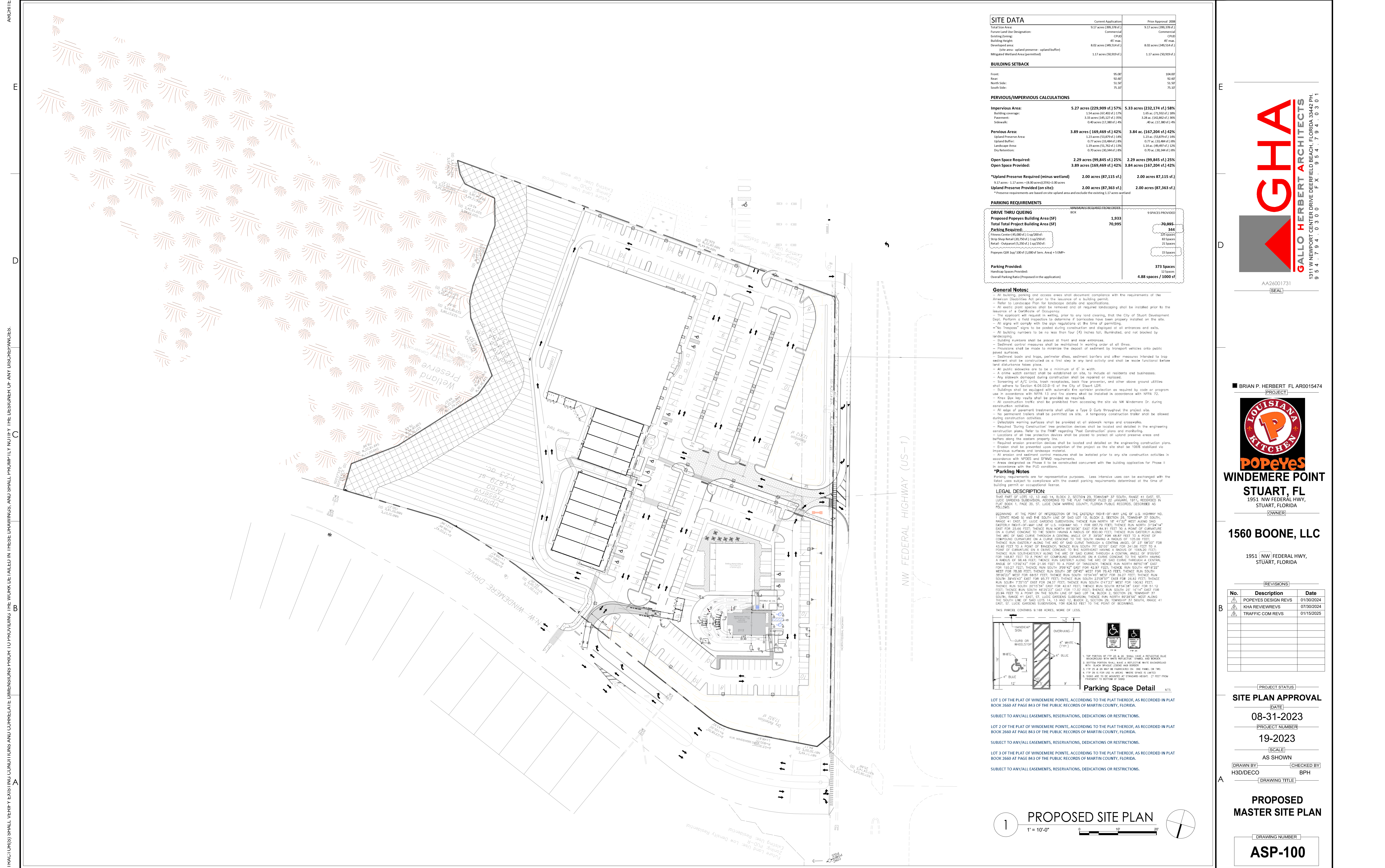
Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Strip Retail Plaza (<40k)	822	20,750	Sf	T = 2.36(X)	60%	40%	29	20	49	2	3	5	10.2%	27	17	44	9	9	18	40.0%	18	8	26
Fast Food (w/ Drive Thru)	934	1,800	Sf	T = 44.61(X)	51%	49%	41	39	80	3	2	5	6.3%	38	37	75	19	19	38	50.0%	19	18	37
Health/Fitness Club	492	45,000	Sf	T = 1.31(X)	51%	49%	30	29	59	-	-	-	0.0%	30	29	59	-	-	-	0.0%	30	29	59
TOTALS		67,550					100	88	188	5	5	10	5.3%	95	83	178	28	28	56	31.5%	67	55	122

Source: ITE 11th Edition Trip Generation Rates

Table Ib: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Strip Retail Plaza (<40k)	822	20,750	Sf	T = 6.59(X)	50%	50%	69	68	137	14	12	26	19.0%	55	56	111	22	22	44	40.0%	33	34	67
Fast Food (w/ Drive Thru)	934	1,800	Sf	T = 33.03(X)	52%	48%	31	28	59	10	13	23	39.0%	21	15	36	10	10	20	55.0%	11	5	16
Health/Fitness Club	492	45,000	Sf	T = 3.45(X)	57%	43%	88	67	155	5	4	9	5.8%	83	63	146	-	-	-	0.0%	83	63	146
TOTALS							188	163	351	29	29	58	16.5%	159	134	293	32	32	64	21.8%	127	102	229

Source: ITE 11th Edition Trip Generation Rates



SITE DATA		Current Application	Prior Approval 2008
Total Site Area:	9.17 acres (399,378 sf)	9.17 acres (399,378 sf)	9.17 acres (399,378 sf)
Future Land Use Designation:	Commercial	Commercial	Commercial
Existing Zoning:	CPUD	CPUD	CPUD
Building Height:	45' max.	45' max.	45' max.
Developed Area:	8.02 acres (349,514 sf)	8.02 acres (349,514 sf)	8.02 acres (349,514 sf)
Mingled Wetland Area (permitted):	1.17 acres (50,919 sf)	1.17 acres (50,919 sf)	1.17 acres (50,919 sf)

BUILDING SETBACK		Current Application	Prior Approval 2008
Front:	95.00'	95.00'	104.00'
Rear:	92.00'	92.00'	92.00'
North Side:	51.50'	51.50'	51.50'
South Side:	75.30'	75.30'	75.30'

PERVIOUS/IMPERVIOUS CALCULATIONS		Current Application	Prior Approval 2008
Impervious Area:	5.27 acres (229,909 sf) 57%	5.33 acres (232,174 sf) 58%	
Building coverage:	1.54 acres (67,402 sf) 17%	1.45 ac. (71,932 sf) 18%	
Pavement:	3.33 acres (145,127 sf) 35%	3.28 ac. (142,862 sf) 36%	
Sidewalk:	0.40 acres (17,380 sf) 4%	0.40 ac. (17,380 sf) 4%	
Pervious Area:	3.89 acres (169,469 sf) 42%	3.84 ac. (167,204 sf) 42%	
Upland Preserve Area:	1.23 acres (53,879 sf) 14%	1.23 ac. (53,879 sf) 14%	
Upland Buffer:	0.77 acres (33,484 sf) 8%	0.77 ac. (33,484 sf) 8%	
Landscaping Area:	1.89 acres (82,106 sf) 20%	1.84 ac. (81,901 sf) 20%	
Dry Retention:	0.20 acres (8,594 sf) 9%	0.20 ac. (8,594 sf) 9%	
Open Space Required:	2.29 acres (99,845 sf) 25%	2.29 acres (99,845 sf) 25%	
Open Space Provided:	3.89 acres (169,469 sf) 42%	3.84 acres (167,204 sf) 42%	
*Upland Preserve Required (minus wetland)	2.00 acres (87,115 sf)	2.00 acres (87,115 sf)	
8.13 acres - 1.17 acres = 6.96 acres	2.00 acres (87,363 sf)	2.00 acres (87,363 sf)	
Upland Preserve Provided (on site):	2.00 acres (87,363 sf)	2.00 acres (87,363 sf)	

PARKING REQUIREMENTS		Current Application	Prior Approval 2008
DRIVE THRU QUEING	9 SPACES PROVIDED	1,933	
Proposed Popeyes Building Area (SF)		70,995	
Total Total Project Building Area (SF)		70,995	
Parking Required:		70,995	
Times Center (6,000 sf) 1 sp/200 sf:		30	
Strip Shop Retail (80,000 sf) 1 sp/200 sf:		400	
Retail - Outparcel (5,250 sf) 1 sp/250 sf:		21	
Permitted GDR 100% (1,000 sf Serv. Area) + 5 EDP*		15	
Parking Provided:		373 Spaces	
Handicap Spaces Provided:		12 spaces	
Overall Parking Ratio (Proposed in the application)		4.88 spaces / 1000 sf	

General Notes:

- All building, parking and access areas shall document compliance with the requirements of the American Disabilities Act prior to the issuance of a building permit.
- Refer to Landscape Plan for landscape details and specifications.
- All exotic plant species shall be removed and all required landscaping shall be installed prior to the issuance of a Certificate of Occupancy.
- The applicant will request in writing, prior to any land clearing, that the City of Stuart Development Dept. Perform a field inspection to determine if prohibited trees have been properly installed on the site.
- All signs will comply with the sign regulations at the time of permitting.
- "No Trespass" signs to be posted during construction and displayed at all entrances and exits.
- All building numbers to be no less than four (4) inches tall, illuminated, and not locked by landscaping.
- Building numbers shall be placed on front and rear entrances.
- Seepage control measures shall be maintained in working order at all times.
- Provisions shall be made to minimize the deposit of sediment by transport vehicles onto public paved surfaces.
- Seepage basin and traps, perimeter ditches, sediment barriers and other measures intended to trap sediment shall be constructed on a first step in any land activity and shall be twice functional before land disturbance takes place.
- All public sidewalks are to be a minimum of 6' in width.
- A crime watch contact shall be established on site, to include all residents and businesses.
- Any sidewalk damaged during construction shall be repaired or replaced.
- Screening of A/C units, trash receptacles, back floor preventer, and other above ground utilities shall adhere to Section 6.06.03B-6 of the City of Stuart LDR.
- Sublot shall be equipped with automatic fire sprinkler protection as required by code or program use in accordance with NFPA 13 and fire alarm shall be installed in accordance with NFPA 72.
- Fire alarm key vault shall be provided or required.
- All construction traffic shall be prohibited from accessing the site via NW Windemere Dr. during construction activities.
- All edge of pavement treatments shall utilize a Type D Curb throughout the project site.
- No permanent trailers shall be permitted on site. A temporary construction trailer shall be allowed during construction activities.
- Defectable meeting surfaces shall be provided at all sidewalk ramps and crosswalks.
- Required "During Construction" tree protection devices shall be located and detailed in the engineering construction plans. Refer to the PAMP regarding "Post Construction" plans and monitoring.
- Locations of all tree protection devices shall be placed to protect all upland preserve areas and buffers along the adjacent property line.
- Required erosion prevention devices shall be located and detailed on the engineering construction plans.
- Erosion shall be prevented upon completion of the project on the site shall be 100% stabilized via impervious surfaces and landscape material.
- All erosion and sediment control measures shall be installed prior to any site construction activities in accordance with NPDES and SWQMD requirements.
- Areas designated as Phase II to be constructed concurrent with the building application for Phase II in accordance with the PUD conditions.

***Parking Notes**

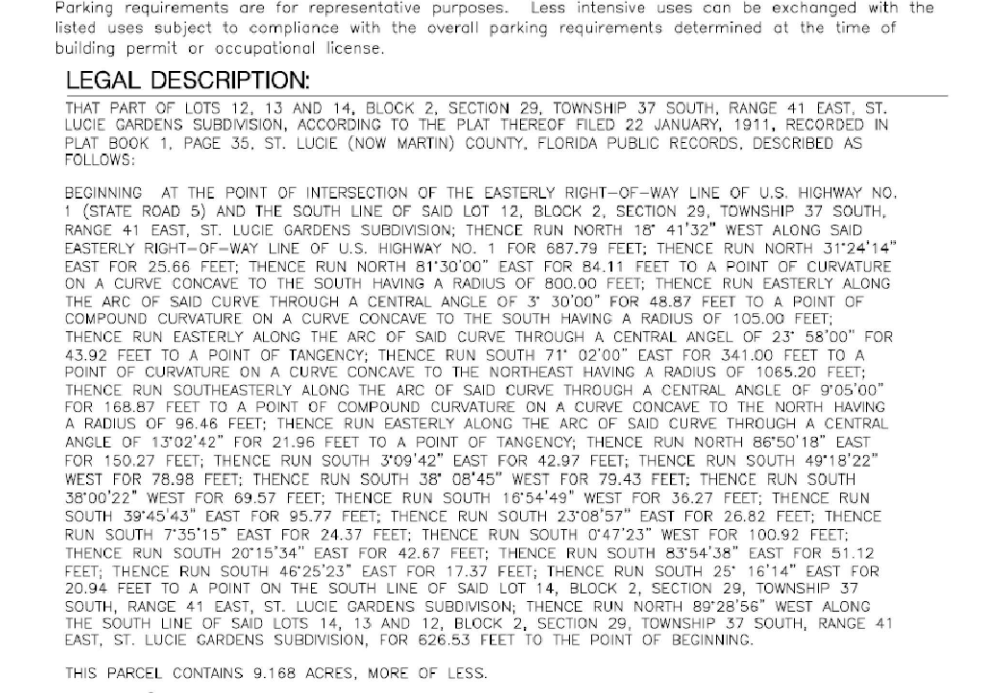
Parking requirements are for representative purposes. Less intensive uses can be exchanged with the listed uses subject to compliance with the overall parking requirements determined at the time of building permit or occupational license.

LEGAL DESCRIPTION:

THAT PART OF LOTS 12, 13 AND 14, BLOCK 2, SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, ST. LUCE GARDENS SUBDIVISION, ACCORDING TO THE PLAT THEREOF FILED 22 JANUARY, 1971, RECORDED IN PLAT BOOK 1, PAGE 38, ST. LUCE, NEW HAVEN COUNTY, FLORIDA PUBLIC RECORDS, RESERVE AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5) AND THE SOUTH LINE OF SAID LOT 12, BLOCK 2, SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, ST. LUCE GARDENS SUBDIVISION, THENCE RUN NORTH 16° 41' 27" WEST ALONG SAID EASTERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 FOR 287.79 FEET; THENCE RUN NORTH 37° 24' 14" EAST FOR 258 FEET; THENCE RUN NORTH 81° 51' 41" WEST TO A POINT OF BEGINNING ON A CURVE CONGRUE TO THE SOUTH HAVING A RADIUS OF 800.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 103° 05' 15" TO A POINT OF COMPOUND CURVATURE ON A CURVE CONGRUE TO THE SOUTH HAVING A RADIUS OF 1000.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 58' 57" FOR 453.92 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 21° 02' 05" EAST FOR 341.00 FEET TO A POINT OF CURVATURE ON A CURVE CONGRUE TO THE NORTHEAST HAVING A RADIUS OF 1250.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR 148.91 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONGRUE TO THE NORTH HAVING A RADIUS OF 98.46 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37° 02' 45" FOR 21.88 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 80° 07' 58" EAST FOR 152.27 FEET; THENCE RUN SOUTH 30° 42' 42" EAST FOR 42.89 FEET; THENCE RUN SOUTH 49° 18' 22" WEST FOR 18.91 FEET; THENCE RUN SOUTH 38° 08' 45" WEST FOR 79.43 FEET; THENCE RUN SOUTH 38° 07' 21" WEST FOR 69.27 FEET; THENCE RUN SOUTH 19° 54' 49" WEST FOR 36.27 FEET; THENCE RUN SOUTH 39° 54' 45" EAST FOR 27.77 FEET; THENCE RUN SOUTH 27° 02' 57" EAST FOR 24.83 FEET; THENCE RUN SOUTH 7° 20' 15" EAST FOR 24.37 FEET; THENCE RUN SOUTH 07° 23' WEST FOR 100.92 FEET; THENCE RUN SOUTH 20° 15' 14" EAST FOR 48.17 FEET; THENCE RUN SOUTH 29° 16' 14" EAST FOR 25.81 FEET; THENCE RUN SOUTH 44° 29' 21" EAST FOR 17.32 FEET; THENCE RUN SOUTH 25° 16' 14" EAST FOR 20.84 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 14, BLOCK 2, SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, ST. LUCE GARDENS SUBDIVISION; THENCE RUN NORTH 89° 28' 56" WEST ALONG THE SOUTH LINE OF SAID LOTS 12, 13 AND 14, BLOCK 2, SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, ST. LUCE GARDENS SUBDIVISION, FOR 626.83 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 9.188 ACRES, MORE OR LESS.



Parking Space Detail

LOT 1 OF THE PLAT OF WINDEMERE POINTE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2660 AT PAGE 843 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

LOT 2 OF THE PLAT OF WINDEMERE POINTE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2660 AT PAGE 843 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

LOT 3 OF THE PLAT OF WINDEMERE POINTE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2660 AT PAGE 843 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

PROPOSED SITE PLAN

1" = 10'-0"

PROPOSED MASTER SITE PLAN

1" = 10'-0"

1 2 3 4 5 6

GHA

GALLO HERBERT ARCHITECTS

1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442 PH: 954.794.0300 FAX: 954.794.0300

AA26001731 [SEAL]

LOUISIANA KITCHEN

POPEYES

WINDEMERE POINT

STUART, FL

1951 NW FEDERAL HWY, STUART, FLORIDA

OWNER

1560 BOONE, LLC

1951 NW FEDERAL HWY, STUART, FLORIDA

[REVISIONS]		
No.	Description	Date
1	POPEYES DESIGN REVS	01/00/2024
2	KHA REVIEW REVS	07/30/2024
3	TRAFFIC COM REVS	01/15/2025

[PROJECT STATUS]		
[DATE]		
[DATE]		
[SCALE]		
[CHECKED BY]		
[DRAWING TITLE]		

SITE PLAN APPROVAL

08-31-2023

19-2023

AS SHOWN

H3DD/DECO [CHECKED BY] BPH

PROPOSED MASTER SITE PLAN

DRAWING NUMBER **ASP-100**

CONTRACTOR(S) SHALL VERIFY EXISTING CONDITIONS AND CORRELATE DIMENSIONS PRIOR TO PROVIDING THE WORK. FIELD IN THESE DRAWINGS, AND SHALL PROMPTLY NOTIFY THE DESIGNER OF ANY DISCREPANCIES.

Martin County 2023 Roadway Level of Service Inventory Report

Road Name	From	To	Context Classification	Generalized Service Capacity	2023 Average Annual Daily Traffic	2023 Peak Hour Directional Volume	2023 Generalized LOS	Avg. Annual Growth Rate
SR-5 (US-1)	CR-A1A	CR-708	C3R	1850	16,983	876	C	0.5%
SR-5 (US-1)	CR-708	Osprey St	C3C	1810	23,762	1,551	D	0.5%
SR-5 (US-1)	Osprey St	Seabbranch Blvd	C3R	1850	25,850	1,158	C	2.3%
SR-5 (US-1)	Seabbranch Blvd	Cove Rd	C3C	2680	30,175	1,411	C	0.5%
SR-5 (US-1)	Cove Rd	Salerno Rd	C3C	2680	31,914	1,465	C	0.5%
SR-5 (US-1)	Salerno Rd	Monroe St	C3C	2680	39,484	1,704	C	0.5%
SR-5 (US-1)	Monroe St	Indian St	C3C	2680	36,506	1,727	C	0.5%
SR-5 (US-1)	Indian St	SR-714	C3C	2680	45,276	2,176	C	0.5%
SR-5 (US-1)	SR-714	SR-5A	C4	2810	36,743	1,753	C	0.5%
SR-5 (US-1)	SR-5A(Cut-off Rd)	SR-76	C4	2810	33,378	1,336	C	0.6%
SR-5 (US-1)	SR-76	Palm City Rd	C4	2810	47,809	1,793	C	0.5%
SR-5 (US-1)	Palm City Rd	Joan Jefferson Wy	C4	2810	56,184	2,178	C	0.6%
SR-5 (US-1)	Joan Jefferson Wy	Wright Blvd	C3C	2815	59,047	2,827	E	0.5%
SR-5 (US-1)	Wright Blvd	Baker Rd	C3C	2680	51,265	2,215	C	0.5%
SR-5 (US-1)	Baker Rd	Britt Rd	C3C	2680	47,243	2,203	C	0.5%
SR-5 (US-1)	Britt Rd	SR-732	C3C	2930	55,790	2,543	C	0.5%
SR-5 (US-1)	SR-732	Westmoreland Blvd	C3C	3180	65,367	2,867	C	0.5%
SR-5 (US-1)	Westmoreland Blvd	St Lucie County	C3C	3180	63,100	2,855	C	1.1%
SR-710 (Warfield Blvd)	Okeechobee County	Fox Brown Rd	C2	730	7,253	307	C	3.4%
SR-710 (Warfield Blvd)	Fox Brown Rd	CR-609 (Allapattah)	C2	730	8,597	362	C	3.8%
SR-710 (Warfield Blvd)	CR-609 (Allapattah)	Van Buren	C2_T	940	14,316	811	C	3.8%
SR-710 (Warfield Blvd)	Van Buren	CR-726 (Citrus)	C2	2910	14,316	811	A/B	3.8%

Segments with shaded LOS require additional analysis.
 The peaks are: CR-713 (PM/NB), US-1 (PM/NB) and SR-714 (AM/EB)

Vehicle Pass-By Rates by Land Use									
Source: ITE Trip Generation Manual , 11th Edition									
Land Use Code	821								
Land Use	Shopping Plaza (40 - 150k)								
Setting	General Urban/Suburban								
Time Period	Weekday PM Peak Period								
# Data Sites	15								
Average Pass-By Rate	40%								
	Pass-By Characteristics for Individual Sites								
	GLA (000)	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume
					Primary (%)	Diverted (%)	Total (%)		
45	Florida	1992	844	56	24	20	44	—	30
50	Florida	1992	555	41	41	18	59	—	30
52	Florida	1995	665	42	33	25	58	—	30
53	Florida	1993	162	59	—	—	41	—	30
57.23	Kentucky	1993	247	31	53	16	69	2659	34
60	Florida	1995	1583	40	38	22	60	—	30
69.4	Kentucky	1993	109	25	42	33	75	1559	34
77	Florida	1992	365	46	—	—	54	—	30
78	Florida	1991	702	55	23	22	45	—	30
82	Florida	1992	336	34	—	—	66	—	30
92.857	Kentucky	1993	133	22	50	28	78	3555	34
100.888	Kentucky	1993	281	28	50	22	72	2111	34
121.54	Kentucky	1993	210	53	30	17	47	2636	34
144	New Jersey	1990	176	32	44	24	68	—	24
146.8	Kentucky	1993	—	36	39	25	64	—	34

Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual*, 11th Edition

Land Use Code	934								
Land Use	Fast-Food Restaurant with Drive-Through Window								
Setting	General Urban/Suburban								
Time Period	Weekday AM Peak Period								
# Data Sites	5								
Average Pass-By Rate	50%								
	Pass-By Characteristics for Individual Sites								
	GFA (000)	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume
					Primary (%)	Diverted (%)	Total (%)		
1.4	Kentucky	1993	—	62	22	16	38	1407	2
3	Kentucky	1993	—	43	14	43	57	2903	2
3.3	--	1996	—	68	—	—	32	—	21
3.6	Kentucky	1993	—	32	47	21	68	437	2
4.2	Indiana	1993	—	46	23	31	54	1049	2

Vehicle Pass-By Rates by Land Use

Source: ITE *Trip Generation Manual*, 11th Edition

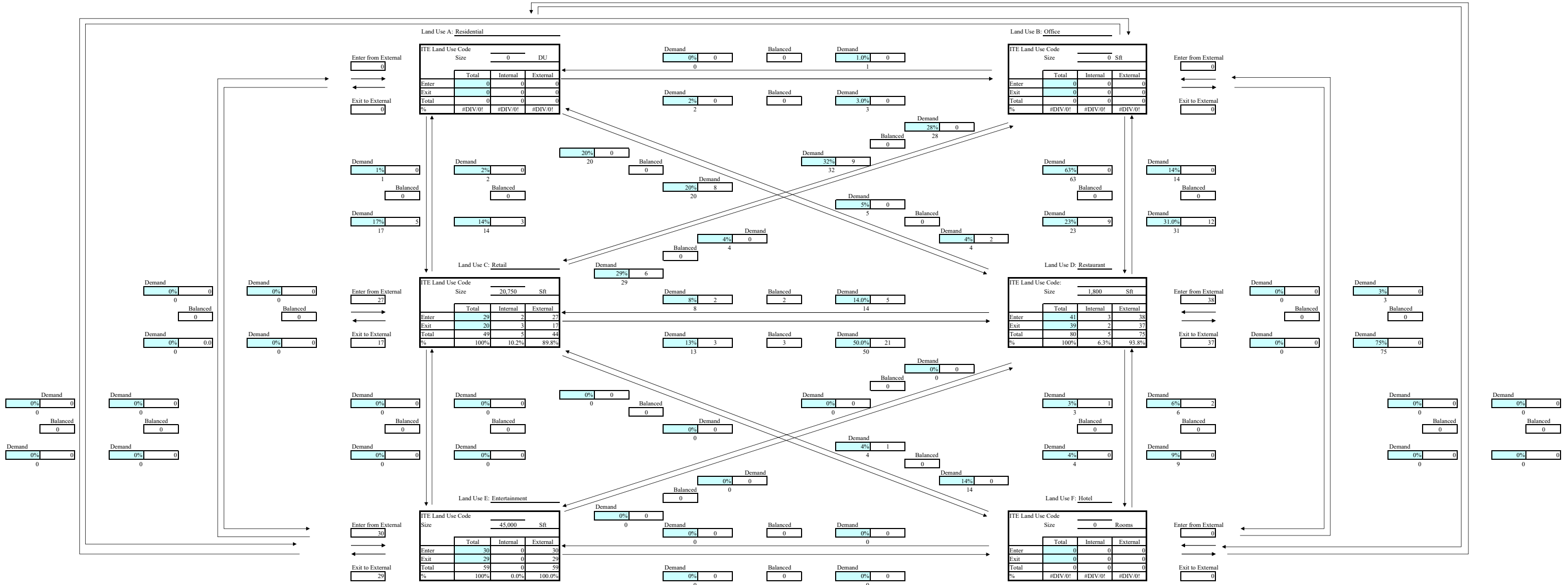
Land Use Code	934								
Land Use	Fast-Food Restaurant with Drive-Through Window								
Setting	General Urban/Suburban								
Time Period	Weekday PM Peak Period								
# Data Sites	11								
Average Pass-By Rate	55%								
	Pass-By Characteristics for Individual Sites								
	GFA (000)	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume
					Primary (%)	Diverted (%)	Total (%)		
1.3	Kentucky	1993	—	68	22	10	32	2055	2
1.9	Kentucky	1993	33	67	24	9	33	2447	2
2.8	Florida	1995	47	66	—	—	34	—	30
2.9	Florida	1996	271	41	41	18	59	—	30
3	Kentucky	1993	—	31	31	38	69	4250	2
3.1	Florida	1995	28	71	—	—	29	—	30
3.1	Florida	1996	29	38	—	—	62	—	30
3.2	Florida	1996	202	40	39	21	60	—	30
3.3	—	1996	—	62	—	—	38	—	21
4.2	Indiana	1993	—	56	25	19	44	1632	2
4.3	Florida	1994	304	62	—	—	38	—	30

TABLE 1: AM Internal Traffic

1560 Boone Ave - Popeye's
TRIP INTERNALIZATION - AM

Analyst _____
Date _____

Name of Devlpt _____
Time Period 1560 Boone Ave - Popeye's
AM Peak Hour



Net External Trips for Multi-Use Development

	Land Use A	Land Use B	Land Use C	Land Use D	Land Use E	Land Use F	Total
Enter	0	0	27	38	30	0	95
Exit	0	0	17	37	29	0	83
Total	0	0	44	75	59	0	178
Single-Use Trip Gen Estimate	0	0	49	80	59	0	188

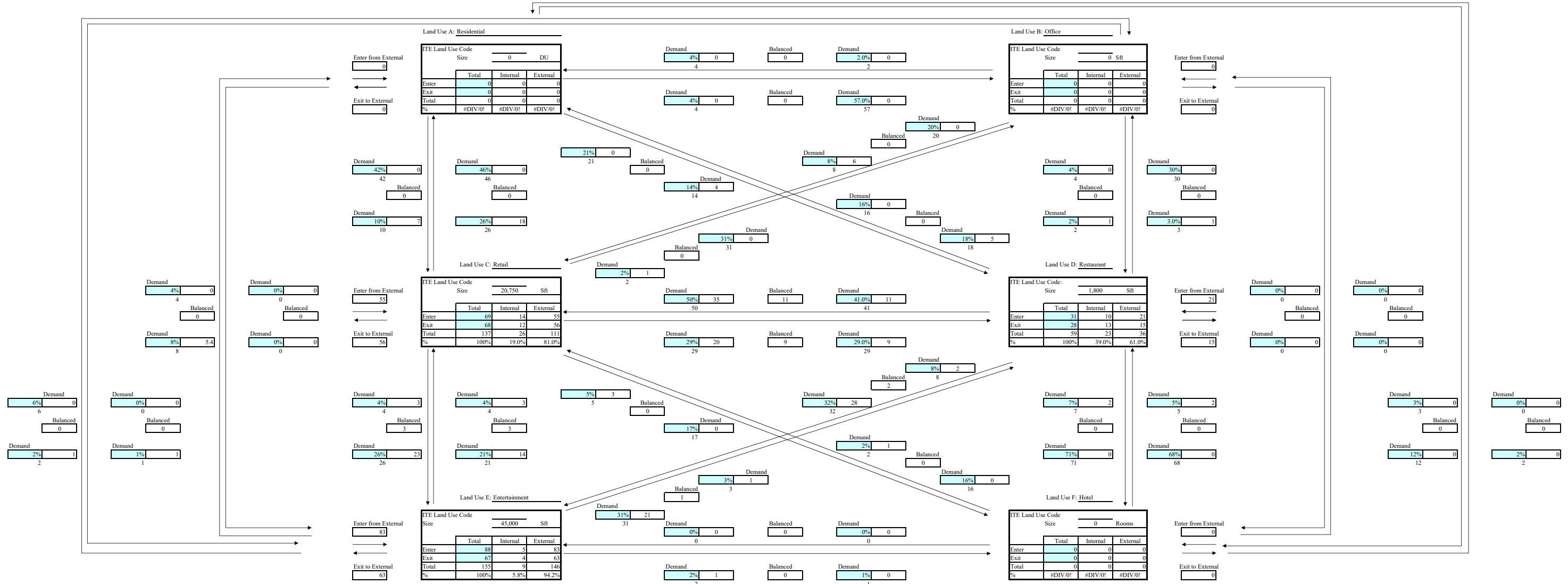
Source: Based on procedures from the ITE Trip Generation Handbook, 3rd Edition, September 2017

TABLE 1: PM Internal Traffic

1560 Boone Ave - Popeye's
TRIP INTERNALIZATION - PM

Analyst _____
Date _____

Name of Devlpt _____
Time Period 1560 Boone Ave - Popeye's
PM Peak Hour



Net External Trips for Multi-Use Development

	Land Use A	Land Use B	Land Use C	Land Use D	Land Use E	Land Use F	Total
Enter	0	0	55	21	83	0	159
Exit	0	0	56	15	63	0	134
Total	0	0	111	36	146	0	293
Single-Use Trip Gen Estimate	0	0	137	59	155	0	351
							16.5%

Source: Based on procedures from the ITE Trip Generation Handbook, 3rd Edition, September 2017

Land Use: 822

Strip Retail Plaza (<40k)

Description

A strip retail plaza is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has less than 40,000 square feet of gross leasable area (GLA). Because a strip retail plaza is open-air, the GLA is the same as the gross floor area of the building.

The 40,000 square feet GFA threshold between strip retail plaza and shopping plaza (Land Use 821) was selected based on an examination of the overall shopping center/plaza database. No shopping plaza with a supermarket as its anchor is smaller than 40,000 square feet GLA.

Shopping center (>150k) (Land use 820), shopping plaza (40-150k) (Land Use 821), and factory outlet center (Land Use 823) are related uses.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Delaware, Florida, New Jersey, Ontario (CAN), South Dakota, Vermont, Washington, and Wisconsin.

Source Numbers

304, 358, 423, 428, 437, 507, 715, 728, 936, 960, 961, 974, 1009

Strip Retail Plaza (<40k) (822)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA

On a: **Weekday,**

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 5

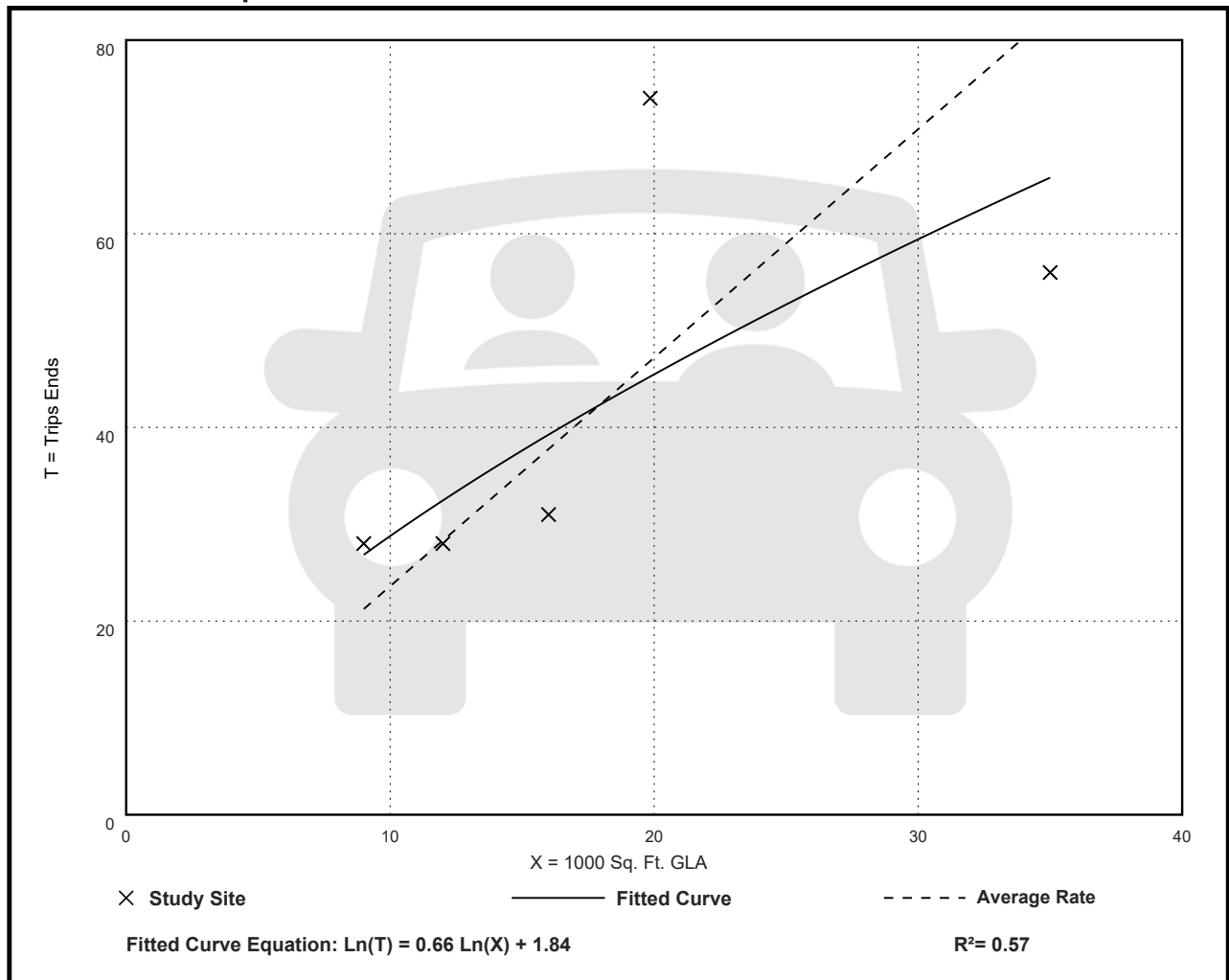
Avg. 1000 Sq. Ft. GLA: 18

Directional Distribution: 60% entering, 40% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
2.36	1.60 - 3.73	0.94

Data Plot and Equation



Strip Retail Plaza (<40k) (822)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 25

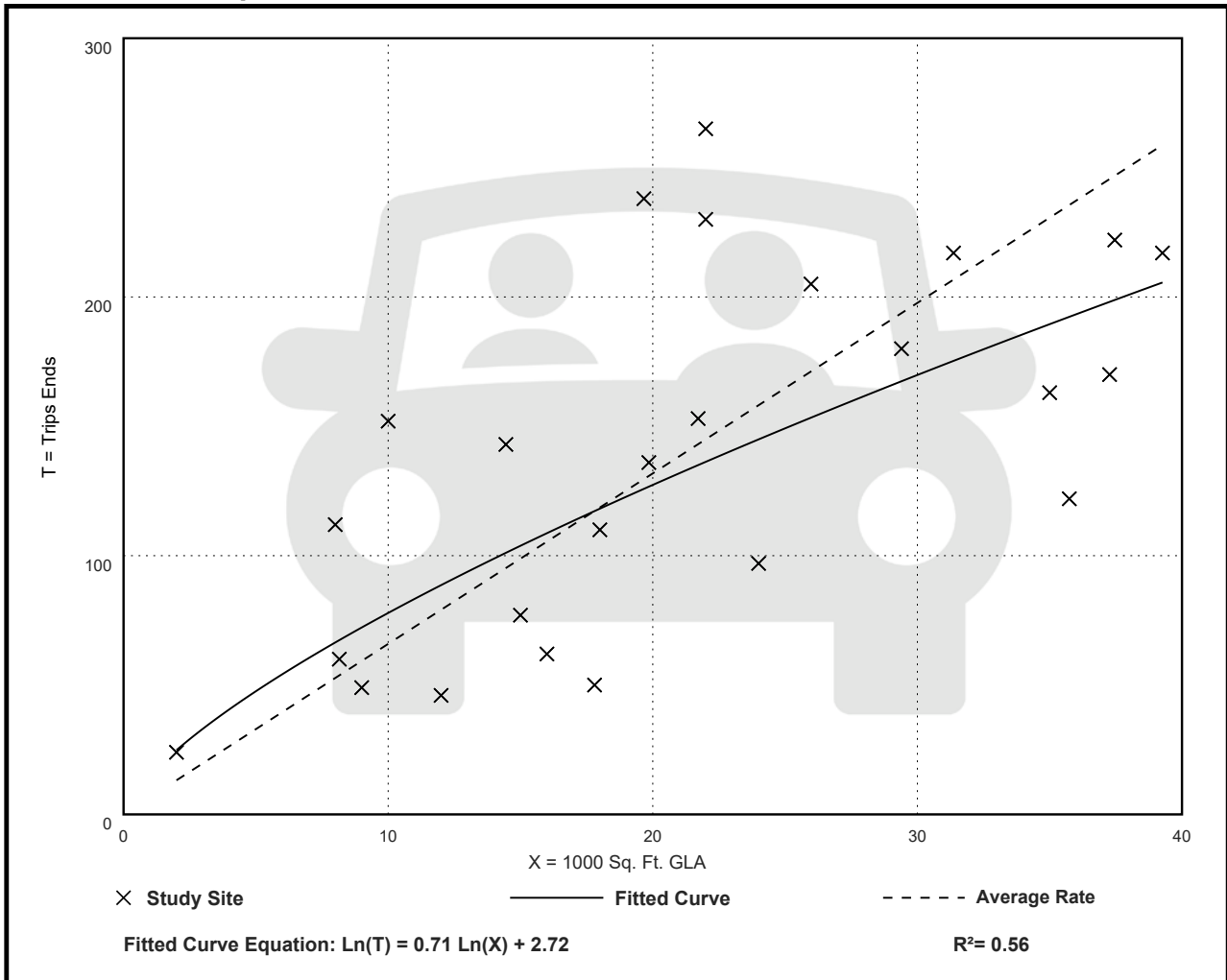
Avg. 1000 Sq. Ft. GLA: 21

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
6.59	2.81 - 15.20	2.94

Data Plot and Equation



Land Use: 934

Fast-Food Restaurant with Drive-Through Window

Description

This land use includes any fast-food restaurant with a drive-through window. This type of restaurant is characterized by a large drive-through and large carry-out clientele, long hours of service (some are open for breakfast, all are open for lunch and dinner, some are open late at night or 24 hours a day) and high turnover rates for eat-in customers. The restaurant does not provide table service. A patron generally orders from a menu board and pays before receiving the meal. A typical duration of stay for an eat-in patron is less than 30 minutes. Fast casual restaurant (Land Use 930), high-turnover (sit-down) restaurant (Land Use 932), fast-food restaurant without drive-through window (Land Use 933), and fast-food restaurant with drive-through window and no indoor seating (Land Use 935) are related uses.

Additional Data

Users should exercise caution when applying statistics during the AM peak periods, as the sites contained in the database for this land use may or may not be open for breakfast. In cases where it was confirmed that the sites were not open for breakfast, data for the AM peak hour of the adjacent street traffic were removed from the database.

If the restaurant has outdoor seating, its area is not included in the overall gross floor area. For a restaurant that has significant outdoor seating, the number of seats may be more reliable than GFA as an independent variable on which to establish a trip generation rate.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alaska, Alberta (CAN), California, Colorado, Florida, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Dakota, Texas, Vermont, Virginia, Washington, and Wisconsin.

Source Numbers

163, 164, 168, 180, 181, 241, 245, 278, 294, 300, 301, 319, 338, 340, 342, 358, 389, 438, 502, 552, 577, 583, 584, 617, 640, 641, 704, 715, 728, 810, 866, 867, 869, 885, 886, 927, 935, 962, 977, 1050, 1053, 1054

Fast-Food Restaurant with Drive-Through Window (934)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 96

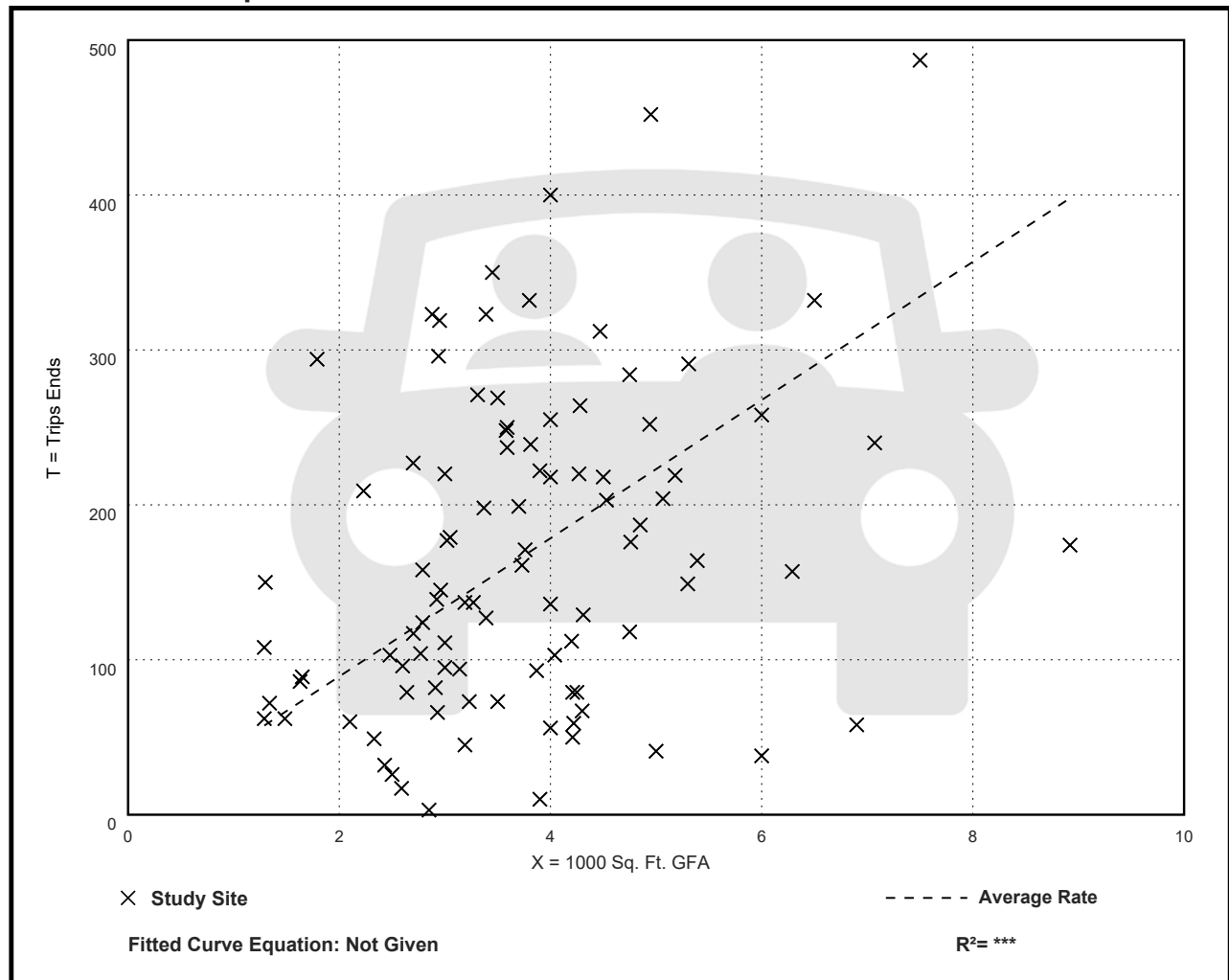
Avg. 1000 Sq. Ft. GFA: 4

Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
44.61	1.05 - 164.25	27.14

Data Plot and Equation



Fast-Food Restaurant with Drive-Through Window (934)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 190

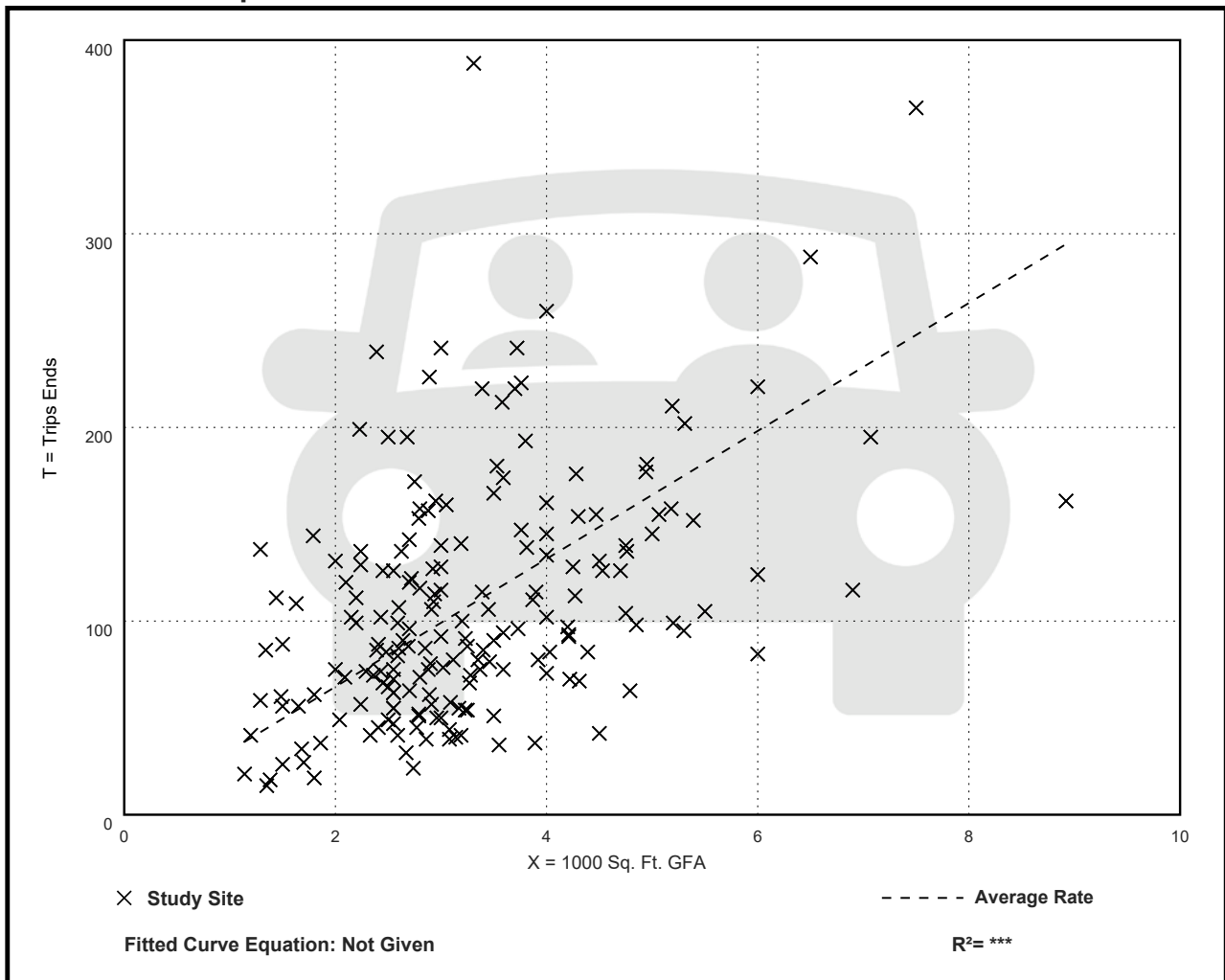
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 52% entering, 48% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
33.03	8.77 - 117.22	17.59

Data Plot and Equation



Land Use: 492

Health/Fitness Club

Description

A health/fitness club is a privately-owned facility that primarily focuses on individual fitness or training. It typically provides exercise classes, fitness equipment, a weight room, spa, lockers rooms, and a small restaurant or snack bar. This land use may also include ancillary facilities, such as a swimming pool, whirlpool, sauna, limited retail, and tennis, pickle ball, racquetball, or handball courts. These facilities are membership clubs that may allow access to the general public for a fee. Racquet/tennis club (Land Use 491), athletic club (Land Use 493), and recreational community center (Land Use 495) are related uses.

Additional Data

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), Connecticut, New Jersey, Pennsylvania, Vermont, and Wisconsin.

Source Numbers

253, 571, 588, 598, 728, 926, 959, 971

Health/Fitness Club (492)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 6

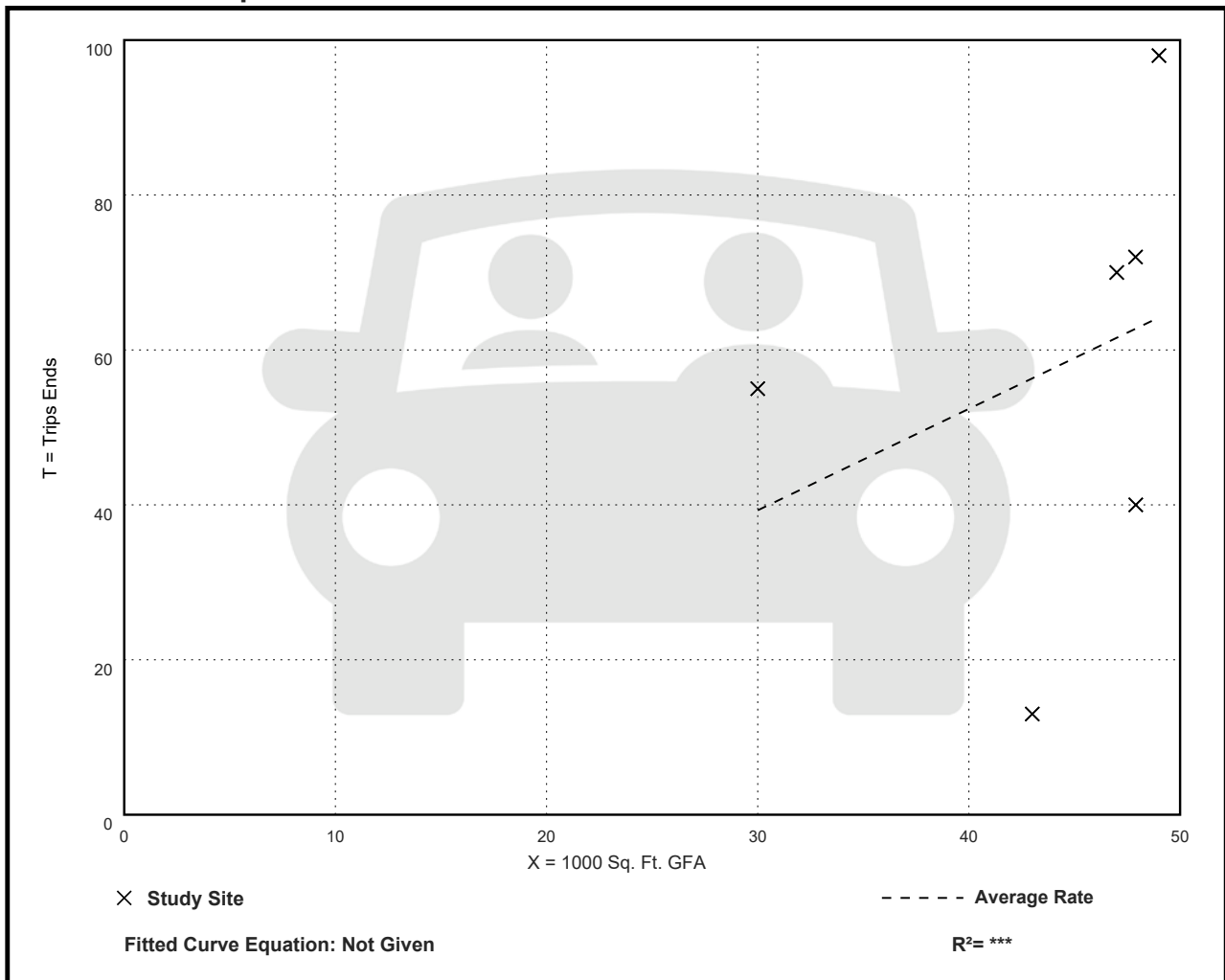
Avg. 1000 Sq. Ft. GFA: 44

Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.31	0.30 - 2.00	0.64

Data Plot and Equation



Health/Fitness Club (492)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 8

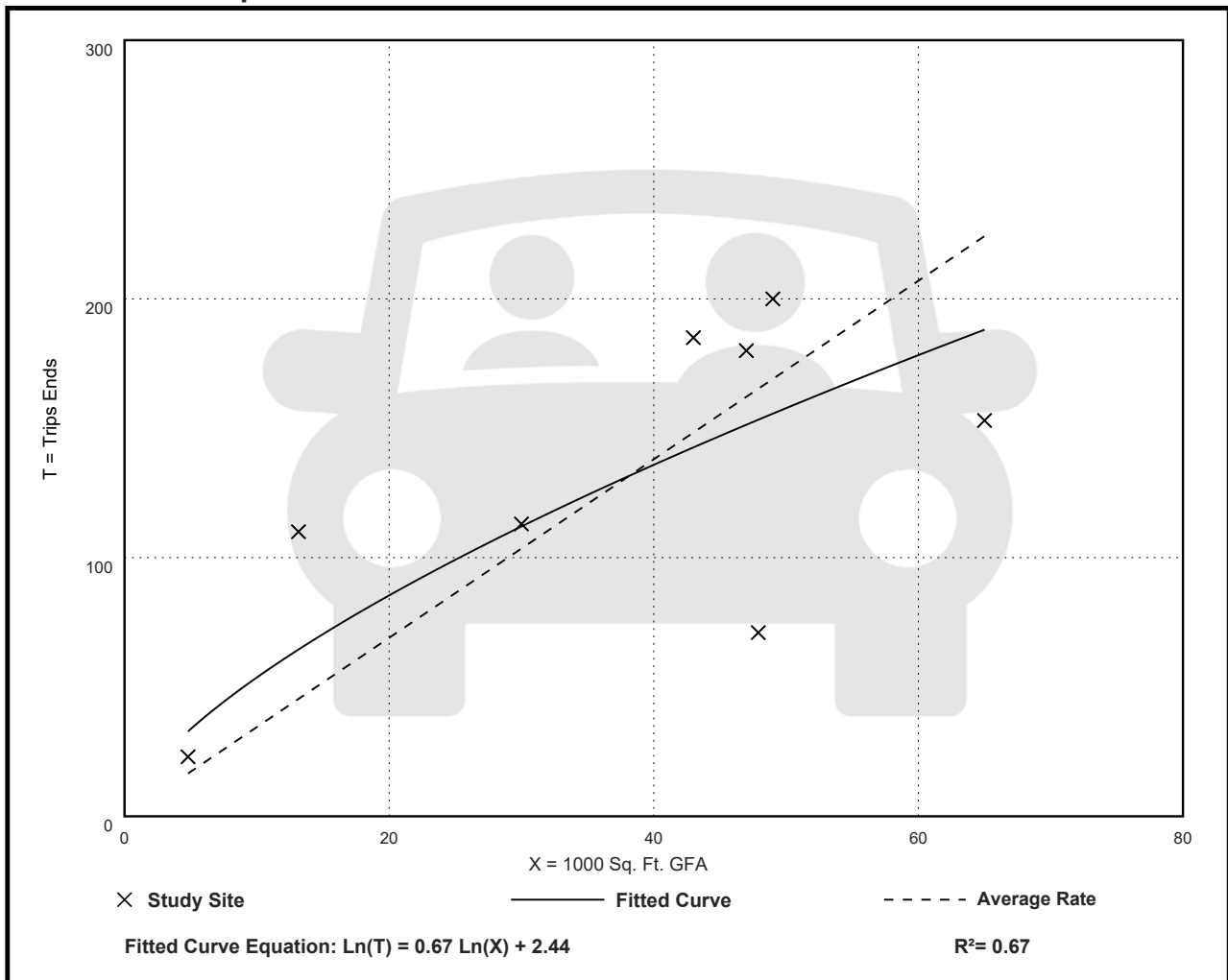
Avg. 1000 Sq. Ft. GFA: 37

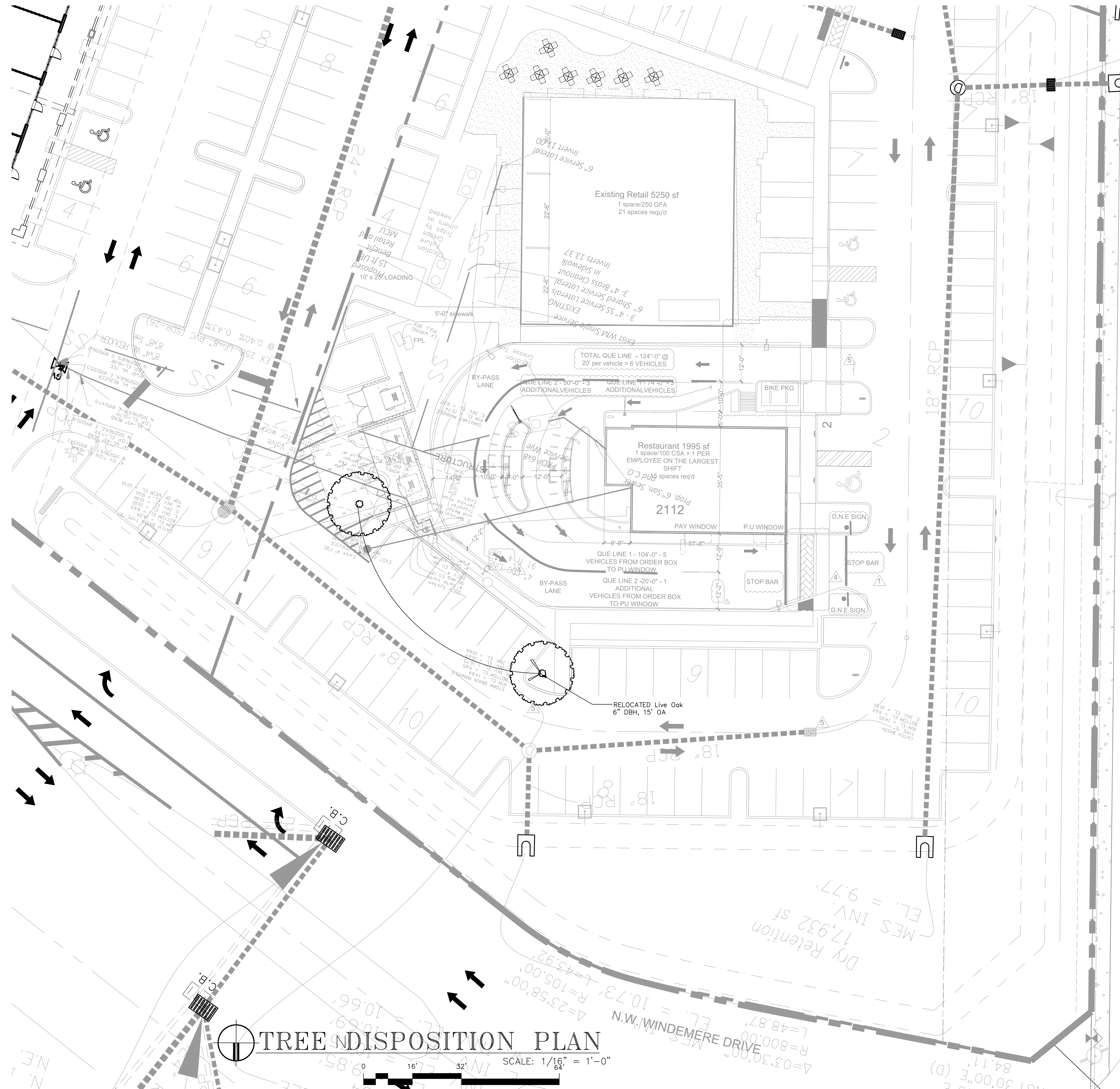
Directional Distribution: 57% entering, 43% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.45	1.48 - 8.37	1.57

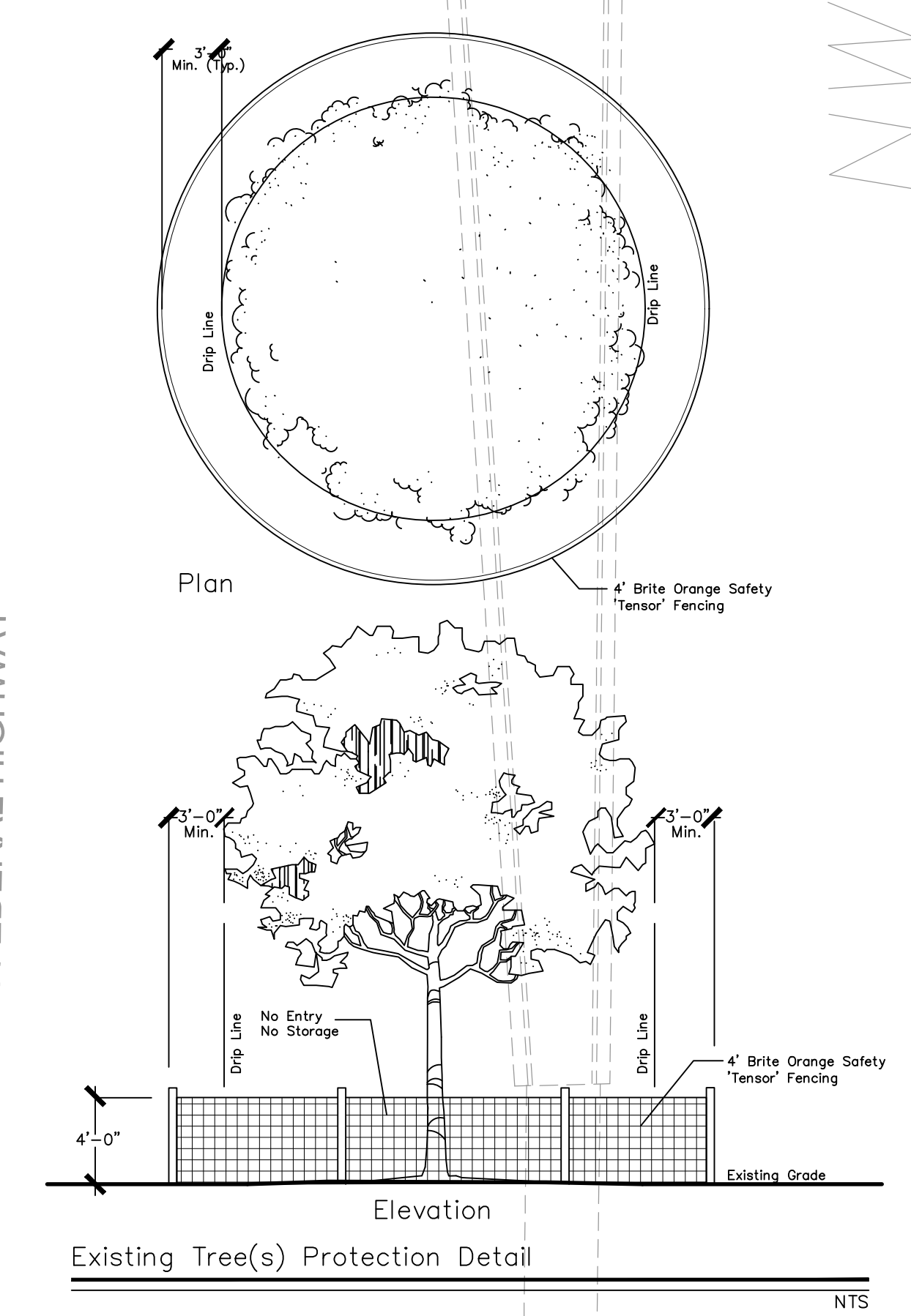
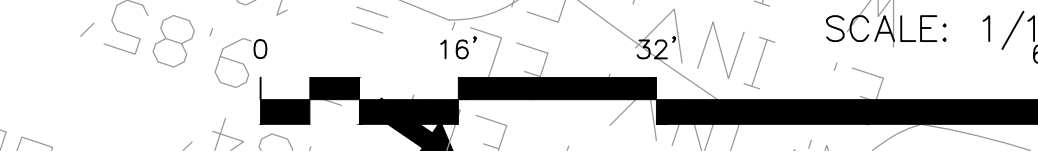
Data Plot and Equation





TREE DISPOSITION PLAN

SCALE: 1/16" = 1'-0"



TREE RELOCATION TRANSPLANT NOTE
 Live Oak to be relocated by ISA Certified Arborist following best practices and monitoring.
 Permit is required prior to work commencing.



Wayne K. TONNING, R.L.A.
 #6666709
 4855 NW 92 Terrace
 Coral Springs, Florida 33067
 Tel: 951-414-8269
 Email: wtonning@tonningandassociates.com

DRWG. TITLE : TREE DISPOSITION PLAN - PERMIT
 PROJECT : POPEYES WINDMERE POINT
 1951 NW FEDERAL HIGHWAY
 STUART, FLORIDA
 CLIENT : GHA ARCHITECTS

SEAL	PROJECT NO.	24-117
	DRAWN BY	WKT
	DESIGNED BY	WKT
	CHECKED BY	WKT
	DATE	03-25-24
	DWG. NO.	TDP1.0
	SHT. NO.	1 of 2
	REVISIONS	10-15-25

Signage Package

06-27-14



Prepared by:



PDQ - Jensen Beach
1951 NW Federal Hwy
Stuart, FL 34994
Jurisdiction: City of Stuart

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1911 NW 40th Court • Pompano Beach, FL 33064



Priority 1
 Pompano SIGNS

Client
PDOQ

Project Address
 PDOQ - Jensen Beach
 1951 NW Federal Hwy
 Stuart, FL 34994

Customer Approval

Signature

Approval Date

NOTE TO CUSTOMERS: Please be sure that all the information on this drawing is correct. Your product will be manufactured based on the these drawings. Any revisions after fabrication has commenced, will be billed to the customer. If there are any questions as to color, size or placement, NOW is the time to clarify them. You are entitled to two (2) revisions free of charge, additional revisions will be billed. All revisions must be submitted in writing. All materials, panels, plastic & other materials, printed colors do not match actual finish colors.



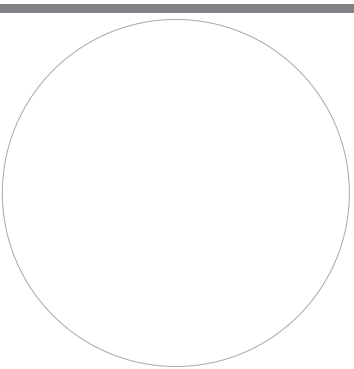
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Revisions

Engineer

Seal

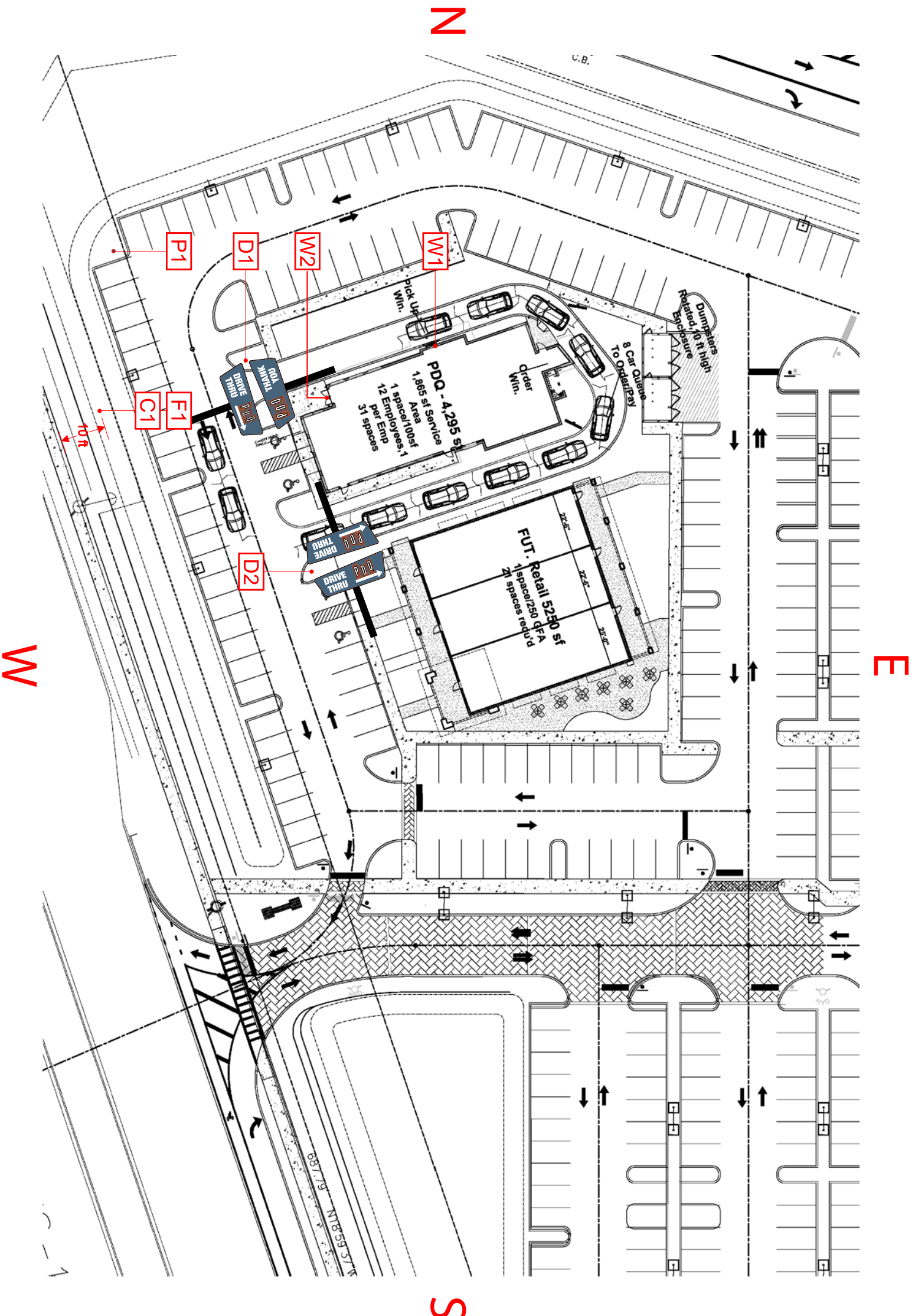


Drawing By: **G. Delgadillo**

File Name: **sign_package_pdq_fl_jensen.fs**

Date: **06-06-14**

Sheet:



W1 - WEST WALL SIGN (42 S/F)
 W2 - SOUTH WALL SIGN (42 S/F)

D1 - DIRECTIONAL (2.8 S/F)
 D2 - DIRECTIONAL (2.8 S/F)

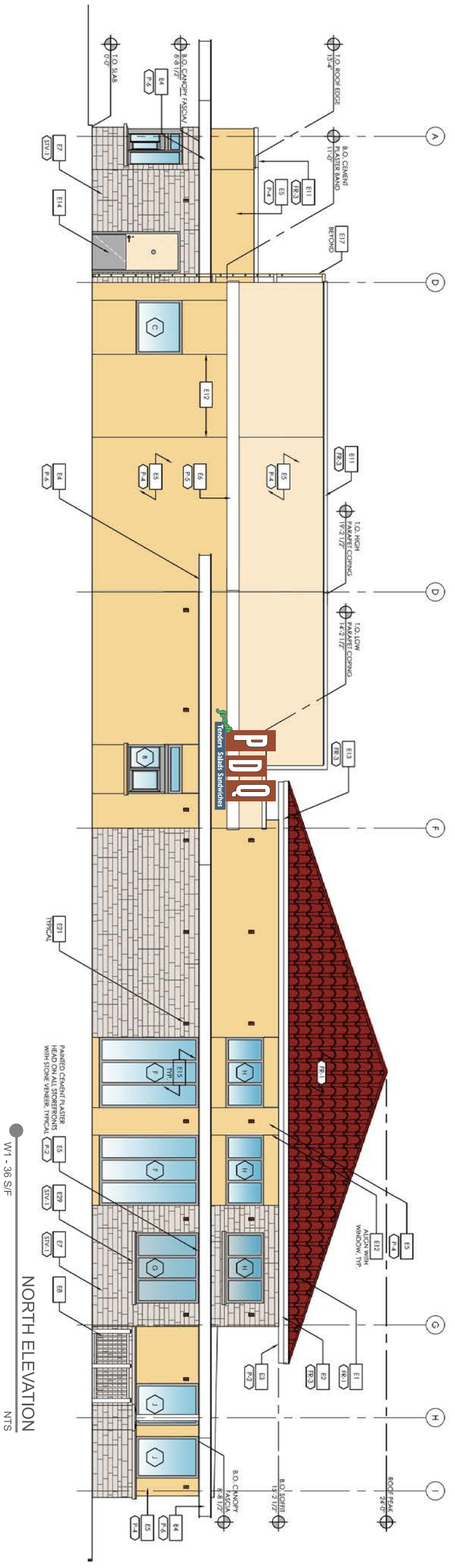
F1 - MONUMENT SIGN

C1 - CONSTRUCTION SIGN

P1 - FLAG POLE

SITE PLAN - SIGN LOCATIONS
 NTS

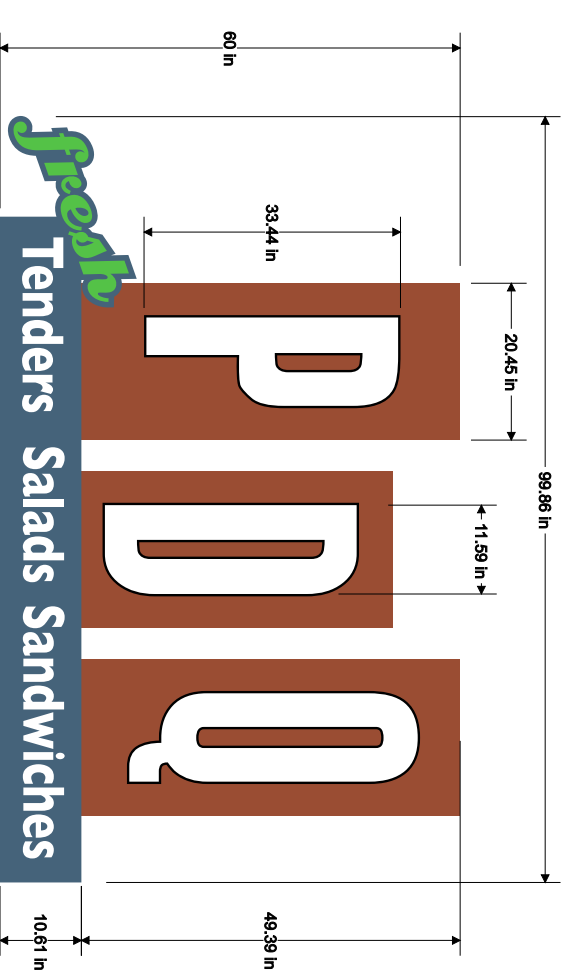
- COLORS**
- terra cotta PMS 7593C
 - paint black
 - paint to match PMS 5405C
 - White acrylic
 - 3M 3630-136 lime green vinyl (PMS 360C)



NORTH ELEVATION
NTS

- Specifications**
- 5" Deep "PDO" aluminum channel letters
 - Black returns and trimcap
 - White Acrylic faces with white LED illumination
 - Mounted 1" from background
 - 7" Deep aluminum background boxes
 - Painted terracotta pms 7593C
 - 5" Deep aluminum contour cut box with stencil cut lettering
 - Backed with white acrylic
 - Sides painted to match face
 - Mounted flush to background

Proposed:
W1 - 42 S/F
Max Allowed:
127.5 S/F



Client
PDO

Project Address
PDO - Jensen Beach
1951 NW Federal Hwy
Stuart, FL 34994

Signature

Approval Date

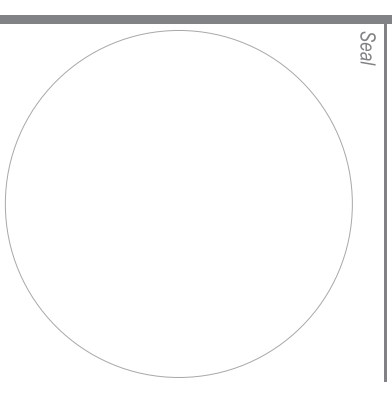
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Revisions

Engineer



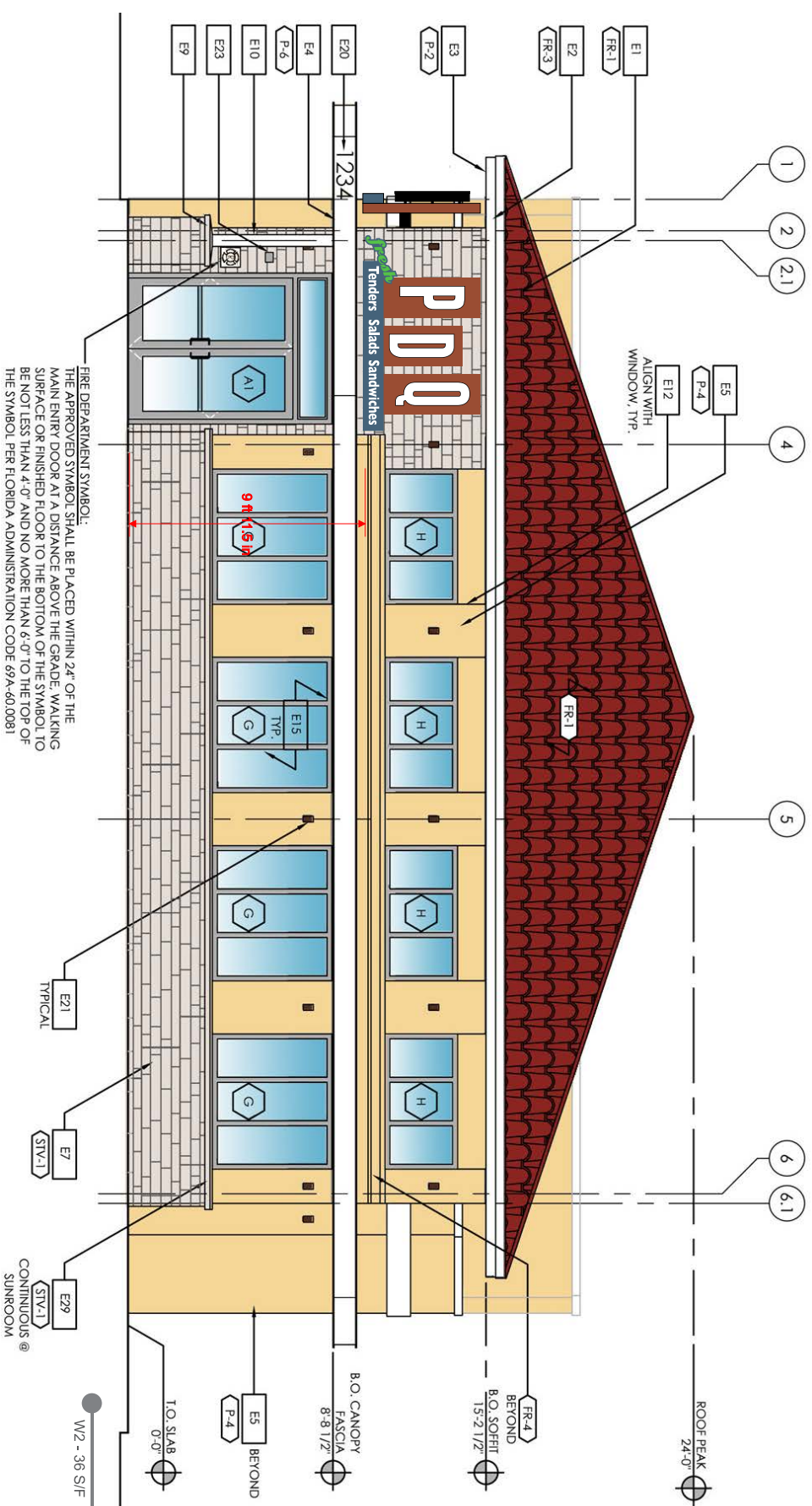
Drawing By: G. Delgado

File Name: sign_package_pdq_fl_jensen.fs

Date: 06-06-14

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- COLORS**
- terra cotta PMS 7593C
 - paint black
 - paint to match PMS 5405C
 - White acrylic
 - 3M 3630-136 lime green vinyl (PMS 360C)

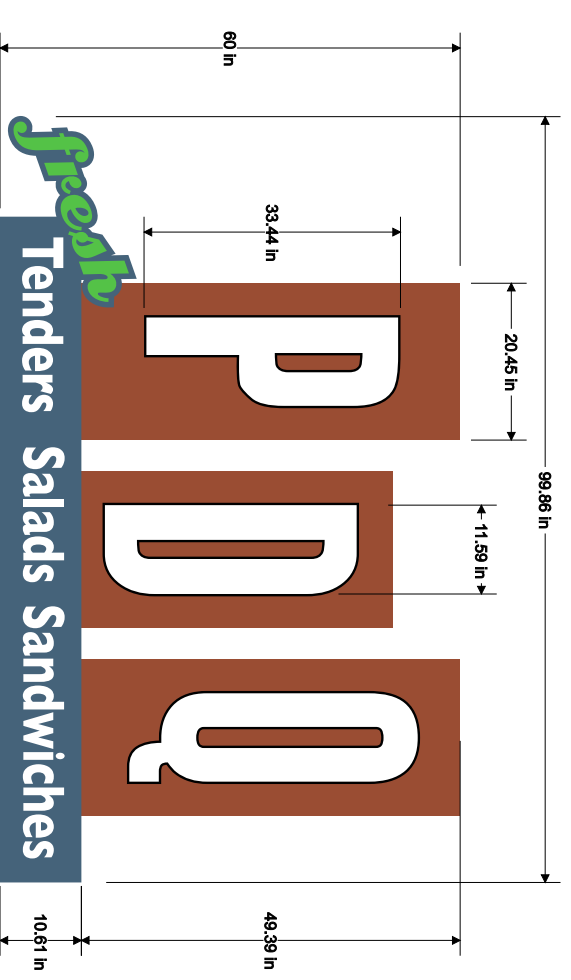


WEST ELEVATION

Specifications

- 5" Deep "PDOQ" aluminum channel letters
- Black returns and trimcap
- White Acrylic faces with white LED illumination
- Mounted 1" from background
- 7" Deep aluminum background boxes
- Painted terracotta pms 7593C
- 5" Deep aluminum contour cut box with stencil cut lettering
- Backed with white acrylic
- Sides painted to match face
- Mounted flush to background

Proposed:
W2 - 42 S/F
Max Allowed:
63 S/F



Project Address
PDOQ - Jensen Beach
1951 NW Federal Hwy
Stuart, FL 34994

Customer Approval

Signature

Approval Date

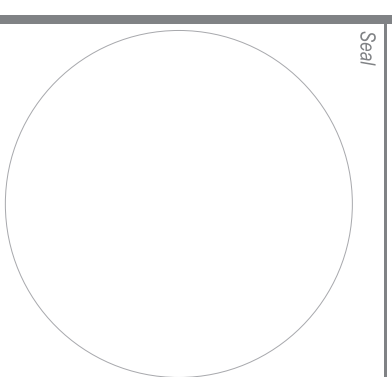
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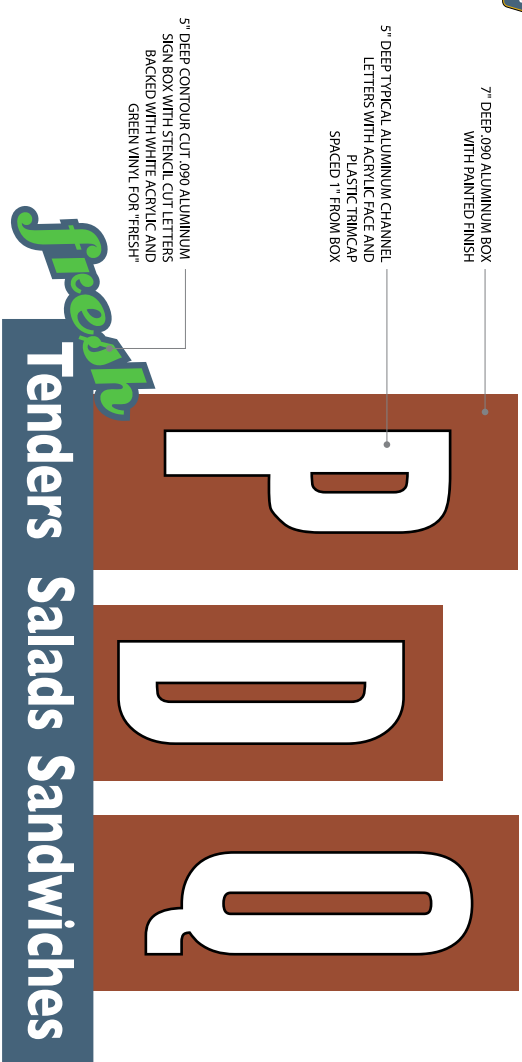
Revisions

Engineer

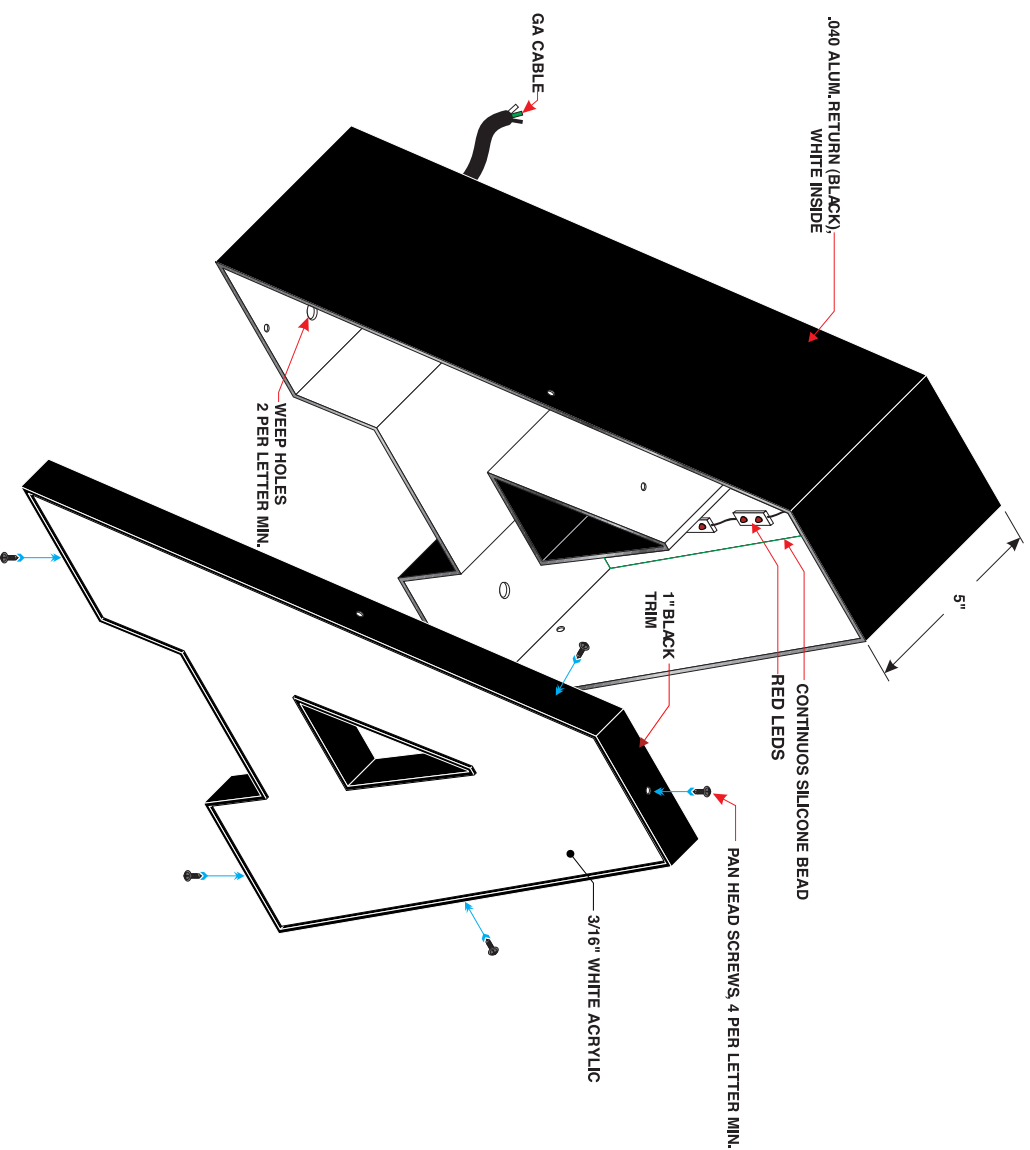


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File Name: sign_package_pdq_fl_jensen.fs
Date: 06-06-14
Sheet:

TYPICAL CHANNEL LETTER CONSTRUCTION

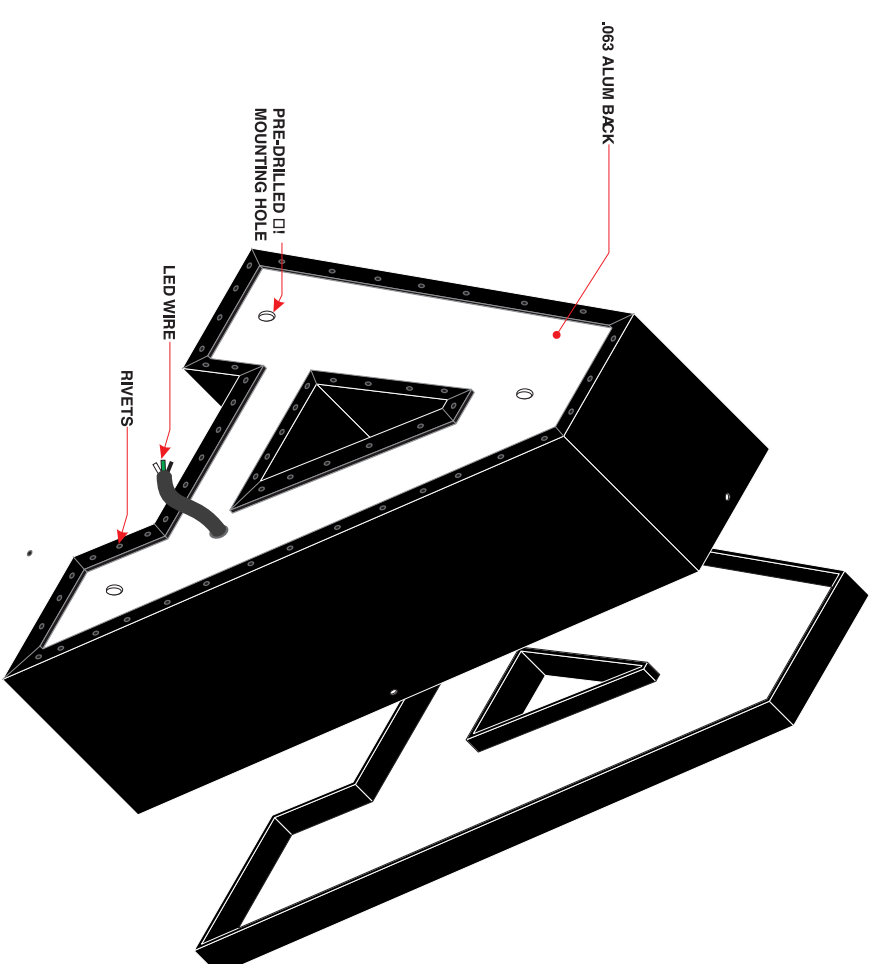


- COLORS**
- terra cotta PMS 7593C
 - paint black
 - paint to match PMS 5405C
 - White acrylic
 - 3M 3630-136 lime green vinyl (PMS 360C)



FRONT OF TYPICAL CHANNEL LETTER

ISO-METRIC VIEW



BACK OF TYPICAL CHANNEL LETTER

ISO-METRIC VIEW

Priority 1
Pompano SIGNS

Client
PDOQ

Project Address
PDOQ - Jensen Beach
1951 NW Federal Hwy
Stuart, FL 34994

Customer Approval

Signature

Approval Date

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Engineer

Seal

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Date: **06-06-14**

Sheet:

Client
PDDQ

Project Address
PDDQ - Jensen Beach
1951 NW Federal Hwy
Stuart, FL 34994

Customer Approval

Signature

Approval Date

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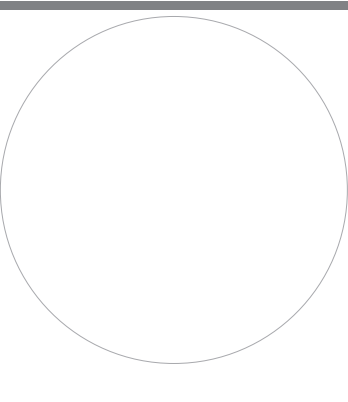
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Revisions

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Seal

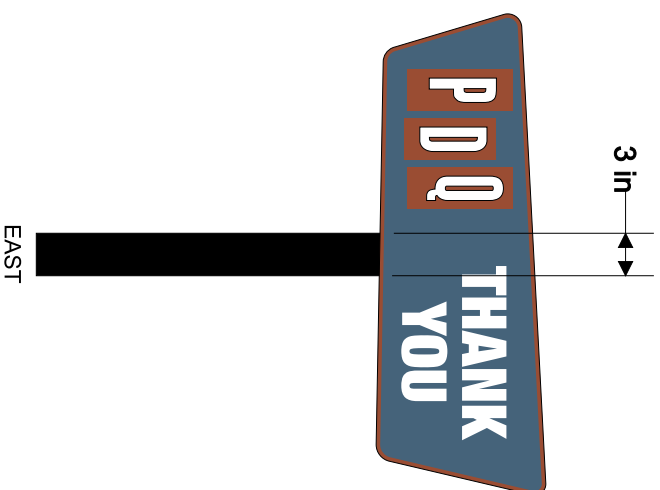
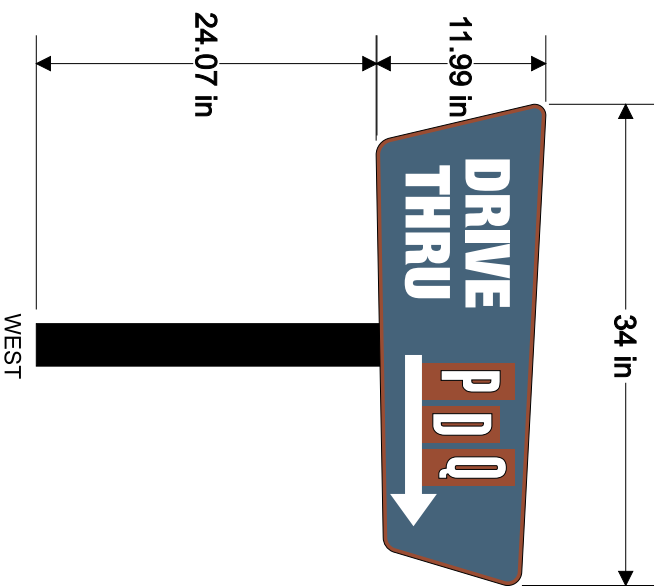


Drawing By: G. Delgadillo

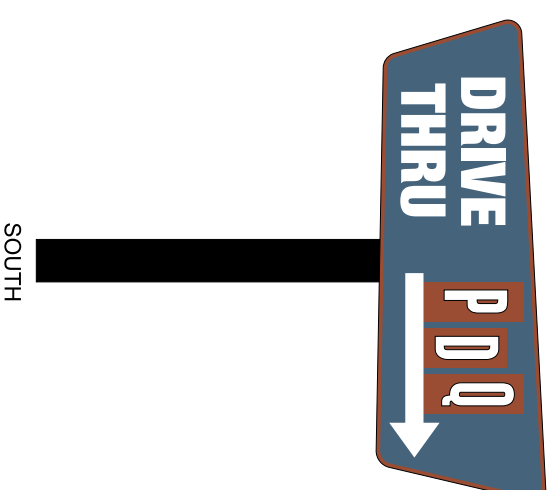
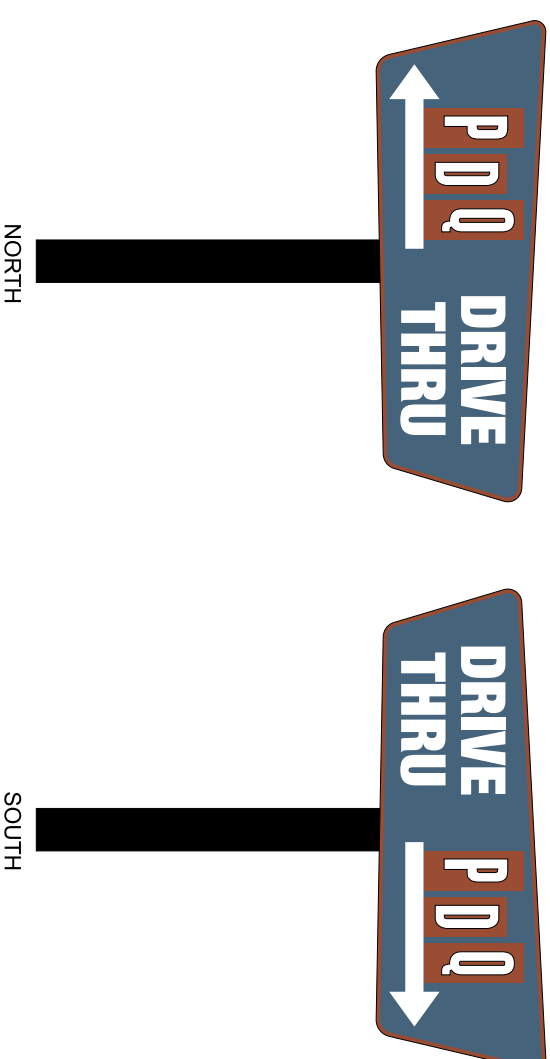
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Date: 06-06-14

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DIRECTIONAL 1
NTS



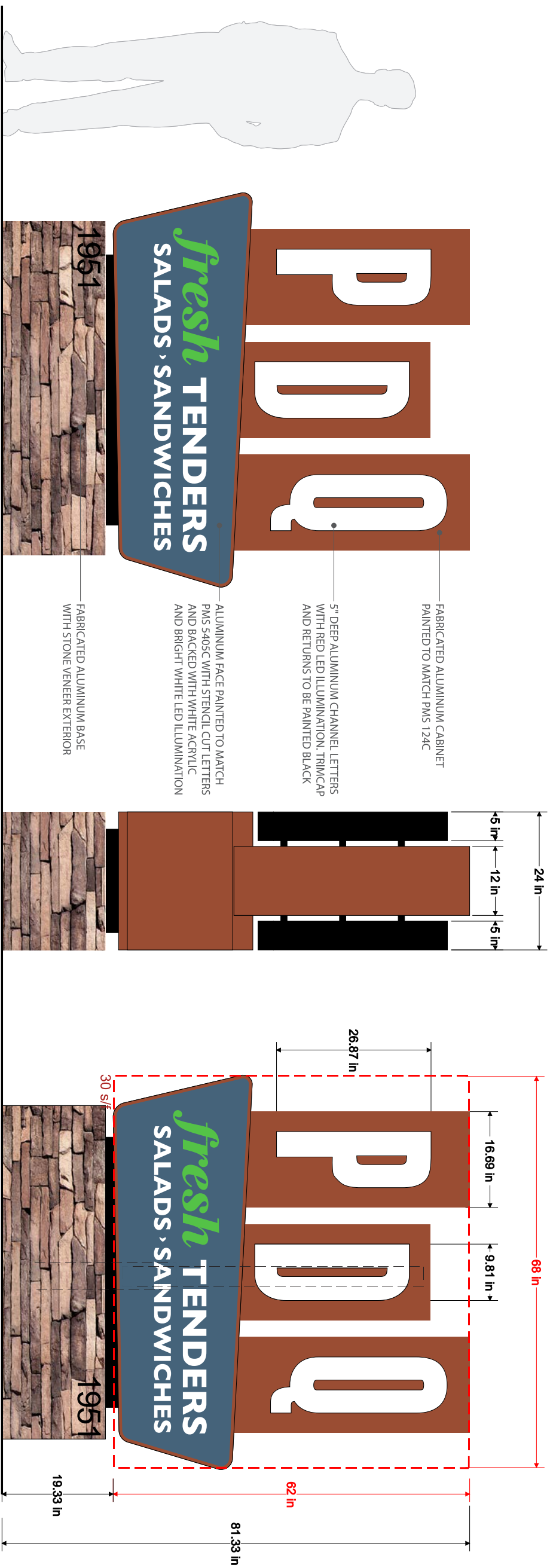
DIRECTIONAL 2
NTS

Specifications
12" x 34" · 2.83 s/f

Double-sided aluminum drive through sign
White acrylic panels with digitally printed graphics and reverse cut lettering
Trim cap and Returns painted terracotta a PMS 7593C
LED illumination

COLORS

- terra cotta PMS 7593C
- paint black
- paint to match PMS 5405C
- White acrylic
- 3M 3630-136 lime green vinyl (PMS 3600C)

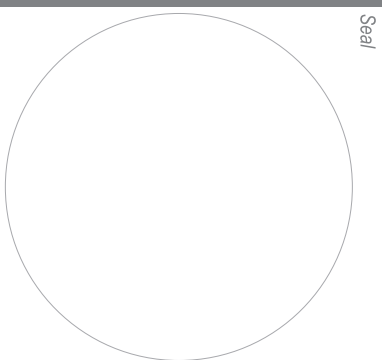


Specifications:
 Overall size to ground: 82" x 68"
 Sign area: 62" x 68": 30 s/f

New double sided free-standing sign with illuminated channel letters.
 Tagline to be stencil cut letters backed with white acrylic
 Base of sign to be fabricated aluminum with stone veneer exterior
 Address numbers to be 1/4" flat cut aluminum painted black

*10' setback from West property line
 **Landscaped perimeter required by code - not provided by BR Signs

- COLORS**
- terra cotta PMS 7593C
 - paint black
 - paint to match PMS 5405C
 - White acrylic
 - 3M 3630-136 lime green vinyl (PMS 360C)



Drawing By: **G. Delgadillo**
 File Name: sign_package_pdq_fl_jensen.fs
 Date: **06-06-14**
 Sheet:

NOTE TO CUSTOMERS: Please be sure that all the information on this drawing is correct. Your product will be manufactured based on the these drawings. Any revisions after fabrication has commenced, will be billed to the customer. If there are any questions as to color size or placement, NOW is the time to clarify them. You are entitled to one (2) revisions free of charge, additional revisions will be billed. All revisions must be submitted in writing. All colors are subject to change without notice. Printed colors do not match actual finish colors.

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Revisions

 Engineer

Approval Date

Signature

Customer Approval

Project Address
 PDDQ - Jensen Beach
 1951 NW Federal Hwy
 Stuart, FL 34994

Client
 PDDQ

DOUBLE-SIDED MONUMENT SIGN (F1) - OPTION 2



Client
PDOQ

Project Address
**PDOQ - Jensen Beach
 1951 NW Federal Hwy
 Stuart, FL 34994**

Customer Approval

Signature

Approval Date

NOTE TO CUSTOMER: Please be sure that all the information on this drawing is correct. Your product will be manufactured based on the these drawings. Any revisions after fabrication has commenced, will be billed to the customer. If there are any questions as to color, size or placement, NOW is the time to clarify them. You are entitled to one (1) revision free of charge, additional revisions will be billed. All revisions must be submitted in writing. Please specify a color matching printed colors do not match actual finish colors.

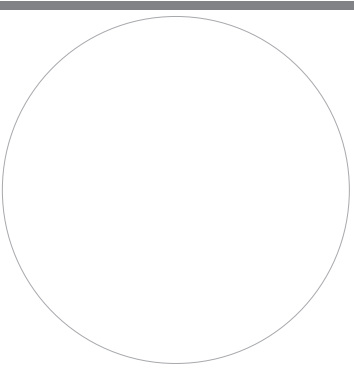
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Revisions

Engineer

Seal



Drawing By: **G. Delgadillo**

File Name: **sign_package_pdq_fl_jensen.fs**

Date: **06-06-14**

Sheet:

Client
PDDQ

Project Address
PDDQ - Jensen Beach
1951 NW Federal Hwy
Stuart, FL 34994

Customer Approval

Signature

Approval Date

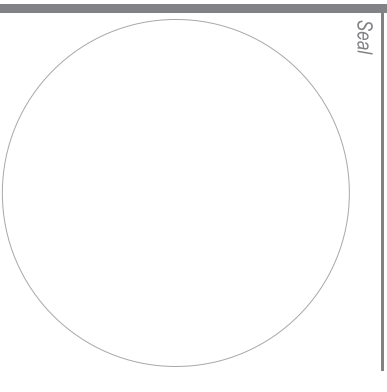
NOTE TO CUSTOMER: Please be sure that all the information on this drawing is correct. Your product will be manufactured based on the these drawings. Any revisions after fabrication has commenced, will be billed to the customer. If there are any questions as to order size or placement, NOW is the time to clarify them. Now is the time to ask for any changes. Revisions after fabrication has commenced are not included in the (2) revisions free of charge, additional revisions will be billed. All revisions must be submitted in writing. Colors are subject to change without notice. Materials, printed colors do not match actual finish colors.

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Revisions

Engineer



Drawing By: **G. Delgado**

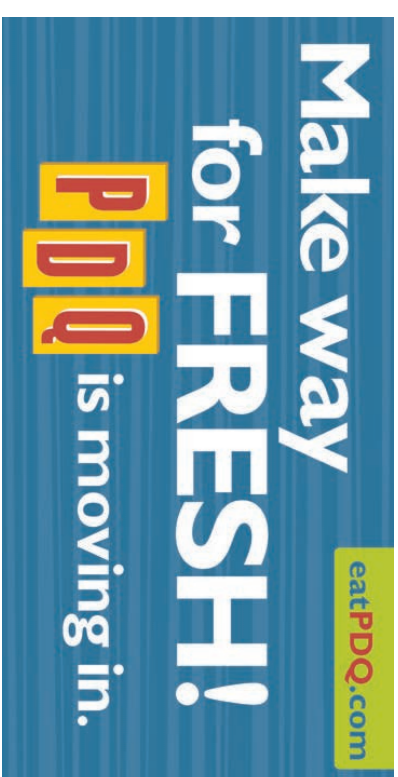
File Name: **sign_package_pddq_fl_jensen.fs**

Date: **06-06-14**

Sheet:



PHASE 1



PHASE 2



PHASE 3



PHASE 4

Specifications:
Sign area: 48" x 96": .32 s/f

Pre-Opening/Construction signs
White MDO panels with digital print graphics
Mounted to 2- 4x4 wooden posts painted white
Panels to be changed in 30 day phases
***TEMPORARY SIGN PLACED AT LOCATION OF F1 SIGN**

- COLORS**
- paint to match PMS 124C
 - paint black
 - paint to match PMS 5405C
 - 3M 3630-73 red vinyl (PMS 1805C)
 - 3M 3630-136 lime green vinyl (PMS 360C)



Client
PDOQ

Project Address
**PDOQ - Jensen Beach
1951 NW Federal Hwy
Stuart, FL 34994**

Customer Approval

Signature

Approval Date

NOTE TO CUSTOMER: Please be sure that all the information on this drawing is correct. Your product will be manufactured based on the these drawings. Any revisions after fabrication has commenced, will be billed to the customer. If there are any questions as to color size or placement, NOW is the time to clarify them. Now are entitled to two (2) revisions free of charge, additional revisions will be billed to the customer. Revisions are to be made on a separate sheet. All materials, printed colors do not match actual finish colors.

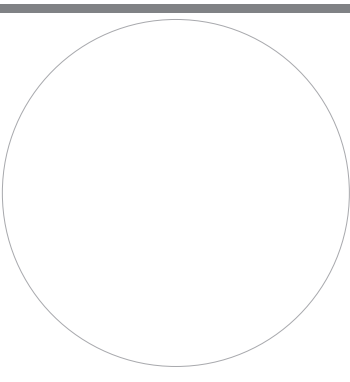


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Revisions

Engineer

Seal

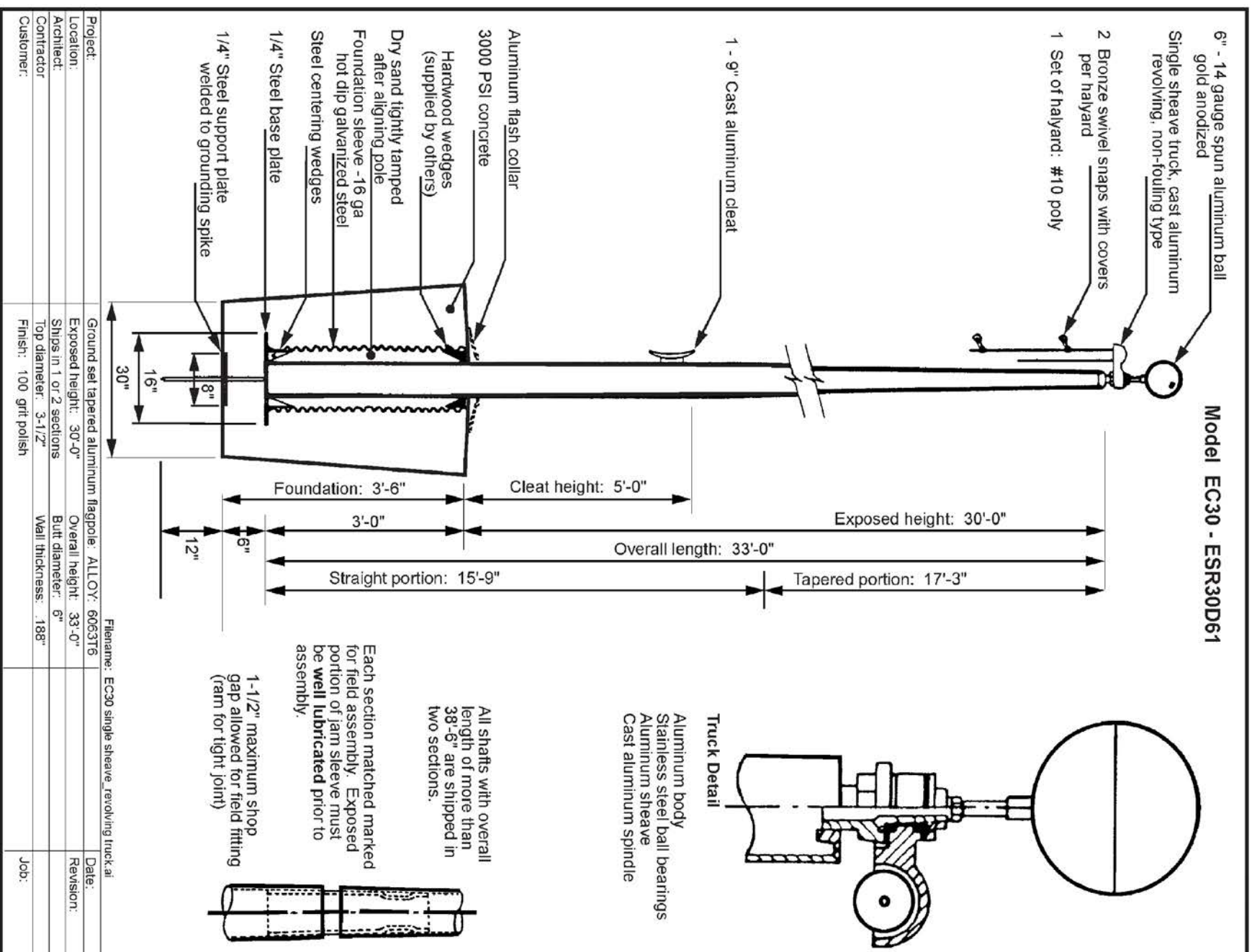


Drawing By: **G. Delgadillo**

File Name: **sign_package_pdq_fl_jensen.fs**

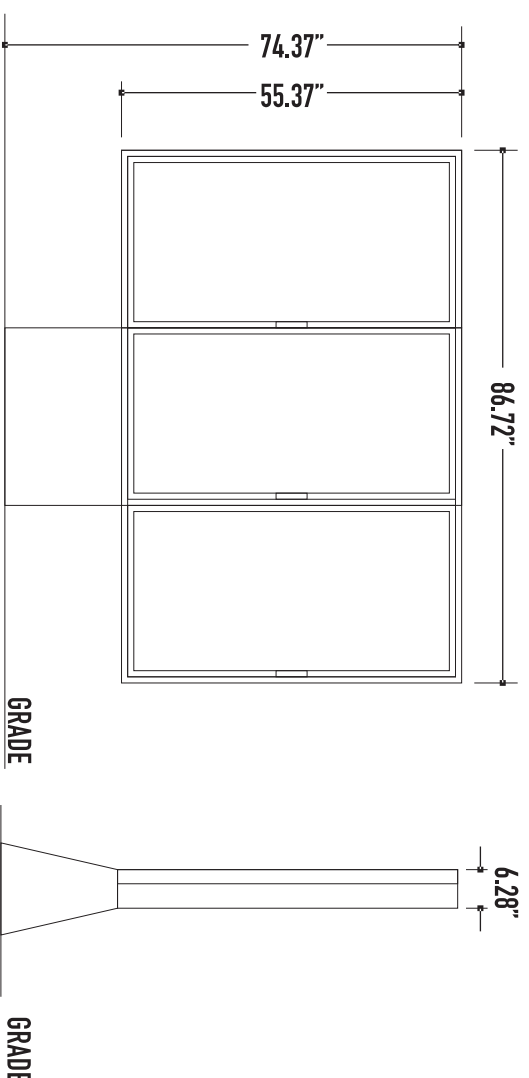
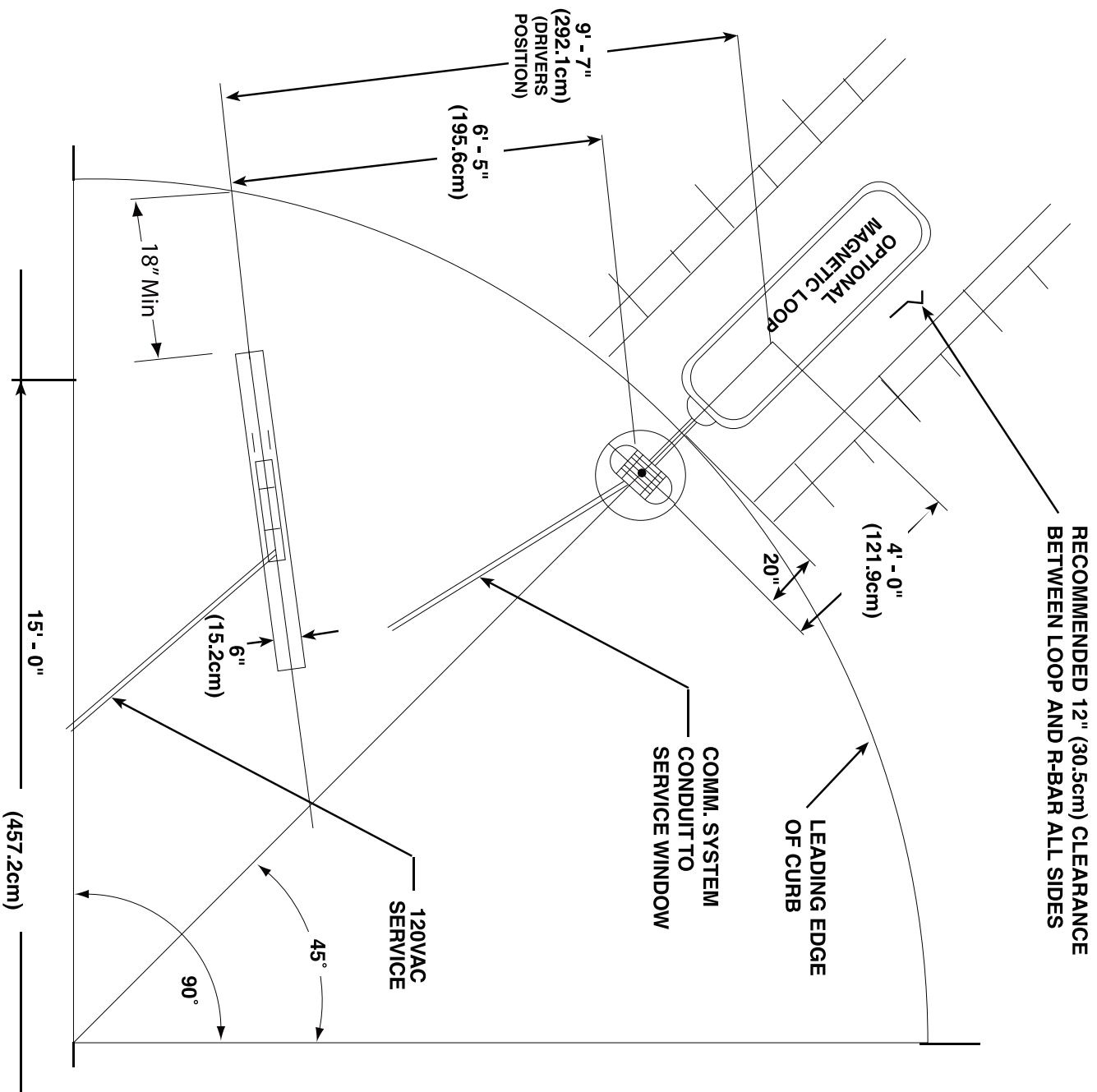
Date: **06-06-14**

Sheet:

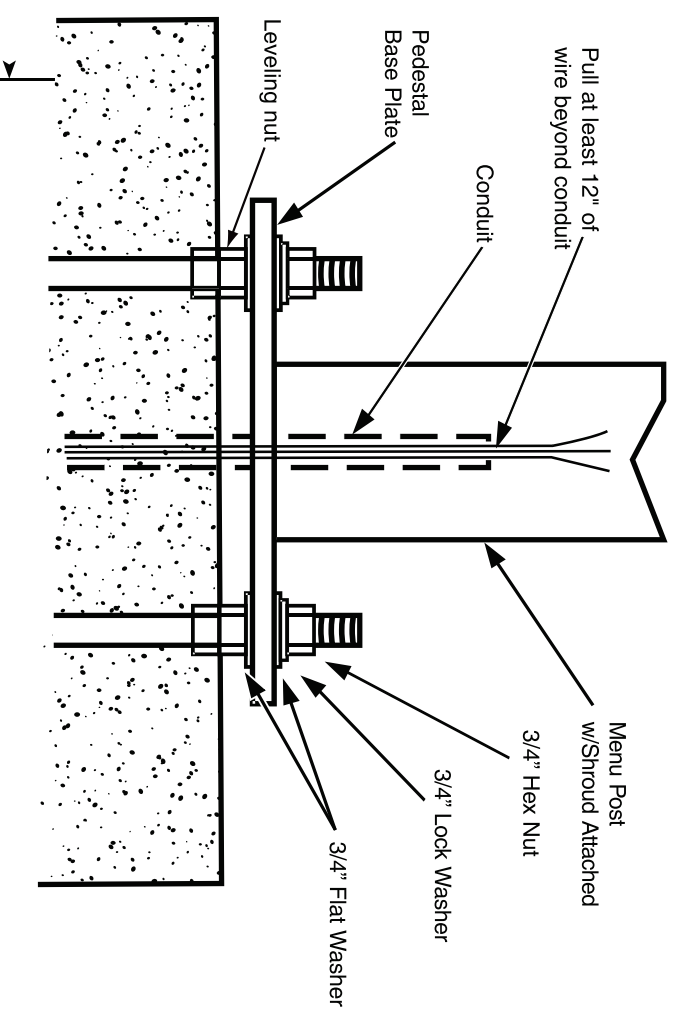


If the menu board is to be set back from the remote speaker / microphone post, see **Diagram B** for recommended positions. Construct mounting post foundation referencing **Diagram E/F**, and in accordance with local codes. Note: The conduit for the high voltage (120VAC) wiring must run into the back hole of the pedestal base (as viewed from the front of the menu board). Secure the template as shown in **Diagram E/F**, Template. **Note: Four (4) hex nuts are embedded in the foundation below the template, and four (4) more are above it.** Be sure that the 3/4" diameter anchor bolts extend 2-3/4" above top of footing. For speaker post foundation construction and installation, refer to the outdoor remote speaker system installation instructions, provided with the outdoor remote speaker system.

DIAGRAM B Menu Board w/Remote Speaker Post



FOUNDATION DETAILS



Client
PDOQ

Project Address
PDOQ - Jensen Beach
1951 NW Federal Hwy
Stuart, FL 34994

Customer Approval

Signature

Approval Date

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Revisions

Engineer

Seal

Drawing By: **G. Delgadillo**

File Name: sign_package_pdq.fl_jensen.fs

Date: **06-06-14**

Sheet:

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

Meeting Date: 6/22/2026

Prepared by: Jodi Nentwick

Title of Item:

BACKYARD CHICKENS IN CERTAIN RESIDENTIAL ZONING DISTRICTS (RC):

ORDINANCE No. 2552-2026; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AMENDING THE CITY'S LAND DEVELOPMENT CODE CHAPTER II – ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY, SECTION 2.06.00. – SUPPLEMENTAL USE STANDARDS TO ADD A NEW SECTION 2.06.24. BACKYARD CHICKENS IN CERTAIN RESIDENTIAL ZONING DISTRICTS AND TO AMEND THE CITY'S CODE OF ORDINANCES CHAPTER 8 – ANIMALS, ARTICLE I. IN GENERAL, SECTION 8.2. – LIVESTOCK PROHIBITED IN THE STUART'S CODE OF ORDINANCES, BY REMOVING CERTAIN PROVISIONS RELATED TO ALLOW BACKYARD CHICKENS IN CERTAIN RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR THE REPEAL OF PRIOR ORDINANCES AND RESOLUTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Background

On February 23, 2026, the City Commission directed staff to prepare the necessary ordinance to allow backyard chickens within certain residential zoning districts.

The City Commission recognizes a growing trend toward sustainable living practices, including the desire to incorporate fresher, locally sourced products into daily diets. Additionally, there is increasing interest in providing residents with opportunities to engage in small-scale, backyard food production. Allowing a limited number of chickens on residential properties supports these objectives by enabling property owners to produce eggs for personal consumption.

The proposed amendment would permit the keeping of up to four (4) chickens as an accessory use on occupied, detached single-family and duplex properties within the R-1A, R-1, R-2, Urban Neighborhood, and Single-Family Detached (SFD) zoning districts within the East Stuart Neighborhood. This use would be subject to the terms and conditions outlined in the attached draft ordinance.

CRB Recommendations:

On May 5, 2026, the Community Redevelopment Board (CRB) held a public hearing and recommended approval to the City Commission with the following recommendations:

- Consider a hedge in lieu of a fence.
- Increase the height of the chicken coop to seven (7) feet.
- Consider a five (5) foot fence in lieu of a six (6) foot fence.

LPA Recommendations:

On May 14, 2026, the Local Planning Agency (LPA) held a public hearing and recommended approval for the City Commission with the caveat that the City Commission consider an annual fee in lieu of a permit

of \$65.00. Additionally, the LPA recommended a yearly license renewal fee of \$10.00.

First Reading:

On June 8, 2026, the City Commission voted 3-1 to approve the first reading and transmit the ordinance for second reading, which is scheduled for June 22, 2026. During the discussion, the Commission requested that staff address the potential impacts of chicken manure runoff from properties adjacent to water bodies within the City.

Funding Source:

N/A

Recommended Action:

Staff requests approval of Ordinance No. 2552-2026.

ATTACHMENTS:

1. Draft Ordinance 2552-2026 - Backyard Chicken (1)
2. Ordinance 2552-2026 COS Business Impact Estimate Backyard Chickens
3. UFIFAS Article - Exploring the Possibilities of Backyard Chickens Locally



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

ORDINANCE NUMBER 2552-2026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AMENDING THE CITY'S LAND DEVELOPMENT CODE CHAPTER II – ZONING DISTRICTS USES ALLOWED, DENSITY, INTENSITY, SECTION 2.06.00. – SUPPLEMENTAL USE STANDARDS TO ADD A NEW SECTION 2.06.24. BACKYARD CHICKENS IN CERTAIN RESIDENTIAL ZONING DISTRICTS AND TO AMEND THE CITY'S CODE OF ORDINANCES CHAPTER 8 – ANIMALS, ARTICLE I. IN GENERAL, SECTION 8.2. – LIVESTOCK PROHIBITED IN THE STUART'S CODE OF ORDINANCES, BY REMOVING CERTAIN PROVISIONS RELATED TO ALLOW BACKYARD CHICKENS IN CERTAIN RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR THE REPEAL OF PRIOR ORDINANCES AND RESOLUTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Florida Statutes § 163.3202 requires the City of Stuart to adopt or amend and enforce land development regulations that are consistent with and implement the City's comprehensive plan; and

WHEREAS, Goal Statement 1.A of the City's Comprehensive Plan is to maintain and enhance Stuart's quality of life, natural beauty and small-town waterfront character, its stable residential neighborhoods, and its status as the commercial/institutional hub for greater Martin County; and

WHEREAS, on February 23, 2026, the City Commissioners directed staff to prepare the necessary ordinance to allow backyard chickens within certain residential zoning districts; and

WHEREAS, the City Commission recognizes the general trend in society to pursue a green lifestyle, to incorporate fresher products into diets, and to provide additional methods for allowing residents to engage in backyard food production through keeping and raising a limited number of chickens on single-family properties for production of eggs for the property owners' consumption; and

WHEREAS, the City recognizes that the allowance of keeping backyard chickens into an urban residential setting must be balanced with the compatibility of surrounding property uses and that the accommodation of allowing backyard chickens in residential areas not cause undue noise, odor, or unsanitary conditions within the community; and

WHEREAS, the City desires to allow the keeping of up to four (4) chickens on an occupied detached single-family and duplex properties within zoning districts R-1A, R-1, R-2, Urban Neighborhood and SFD in East Stuart Neighborhood as an accessory use, subject to the terms and conditions herein; and

WHEREAS, the City has determined that the allowance of a limited number of backyard chickens as an accessory use as provided herein is in the best interests of health, safety, and welfare of the residents of the City, and that this Ordinance is consistent with the City's Comprehensive Plan.

WHEREAS, on May 5, 2026, the Community Redevelopment Board (CRB) held duly noticed public hearing to consider this ordinance; and

WHEREAS, on May 14, 2026, the Local Planning Agency (LPA) held duly noticed public hearing to consider this ordinance; and

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

SECTION 1: Recitals. The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2: The provisions of the City of Stuart Land Development Code and Code of Ordinances as amended are hereby adopted as shown herein below.

Chapter II – ZONING DISTRICTS USES ALLOWED, DENSITY, INTERNSITY

Sec. 2.06.24. Backyard Chickens in Certain Residential Zoning Districts.

- A. Intent. The intent of this section is to establish and implement a permanent backyard chicken-keeping program allowing residents to keep or raise chickens on developed and occupied detached single-family and duplex properties within zoning districts R-1A, R-1, R-2, Urban Neighborhood and SFD in East Stuart Neighborhood (hereinafter “Approved Zoning Districts”) subject to the terms and conditions of this section.
- B. General conditions for backyard chickens in certain residential zoning districts.
 - 1. Any person(s) residing in a single-family dwelling or duplex within the Approved Zoning Districts may apply for and obtain a permit from the City’s Development Department prior to keeping or maintaining chickens on the subject property.
 - 2. If a tenant or person applying for a permit hereunder is not the property owner of the subject property, the property owner must consent in writing to the application for the permit.
 - 3. In order to obtain a permit under this section, any person(s) applying for a permit for the keeping of chickens must show that they can meet the requirements of this section by providing a site plan drawn to scale, showing the following:
 - a. Property size with dimensions;
 - b. Location of existing and proposed structures on the property;
 - c. Existing easements or land restrictions on the property; and
 - d. Proposed fencing or screening.
 - 4. The City may conduct site inspections of the subject property to make compliance determinations under this section prior to and after issuance of a permit. The City shall provide 48 hour notice to permit holders prior to performing inspections.
 - 5. The City may deny a permit application if it is determined that the person(s) applying for a permit cannot meet the requirements of this section. The issuance of a permit for the keeping of chickens is conditioned upon and subject to the terms and conditions of this section.
 - 6. A maximum of four (4) female chickens may be kept on the subject property upon receiving a permit from the City hereunder. No male chickens shall be permitted.

7. Any and all persons who owns, controls, keeps, maintain or harbors chickens under a permit from the City hereunder must keep the chickens confined on the subject property at all times within a chicken coop or chicken pen unless a person is supervising and keeping the chickens within the confines of a fenced rear yard on the subject property.
 8. Any and all chickens permitted hereunder shall be kept only for personal use. The selling of chickens, eggs, feathers or chicken manure, or the breeding of chickens for commercial purposes is prohibited. In addition, the chickens shall not be bred or slaughtered on the premises of the subject property.
- C. Location and requirements for chicken coops and enclosures. Backyard chicken-keeping shall be permitted as an accessory use within Approved Zoning Districts, where the lot or parcel is developed and occupied by a single-family detached or duplex residence. Chickens shall not be kept on residential property with mobile home/manufactured home parks, triplexes, townhomes and apartments or other multi-family properties. Permission for backyard chicken-keeping shall be subject to the following standards and conditions:
1. The maximum size of the coop and pen area shall be 120 square feet.
 2. The maximum height of a coop and the pen fence around the coop shall be six feet, as measured from the existing grade to the highest part of the coop or fence.
 3. The coop and pen area shall be located in the rear yard of the developed and occupied single-family detached or duplex property.
 4. The coop and pen shall be set back a minimum of five feet from the side and rear lot lines and a minimum of 20 feet from any side street, so long as the coop and pen area shall be at least 25 feet from any residential structure on an adjoining lot.
 5. Chicken coops and pens shall be completely screened from adjacent roadways and neighboring parcels by a six-foot tall opaque fence or wall erected on the property line. A chain-link fence, chain-link fence with slats, or similar fence shall not constitute an opaque wall or fence.
 6. All enclosures for the keeping of chickens shall be so constructed and maintained as to prevent rodents or other pests from being harbored underneath, within, or within the walls of the enclosure. Chicken coops must be impermeable to rodents, wild birds, predators and weather, including all openings, ventilation holes, doors and gates. Enclosures shall be kept in neat condition, including provision of clean, dry bedding materials and regular removal of waste materials, so as to not create an odor.
 7. All chicken feed shall be kept in a secured and covered metal or plastic container, or otherwise protected so as to prevent rodents and other pests from gaining access to it.
 8. Once a backyard chicken-keeping permit has been issued, the location will be subject to an annual inspection at the option of the City to ensure that the area is being maintained in a manner that is safe and sanitary for the animals and does not create a nuisance for the neighbors.

9. If a resident decides not to continue with their permit, or if the permit is revoked, per subsection (e), the resident is responsible for finding appropriate homes for the chickens within 30 days. In addition, a final inspection shall be completed in 30 days to ensure that the chickens, coop, and pen have been removed from the subject property.
 10. Composting of chicken manure is allowed in an enclosed bin. The composting bin shall be kept at least 20 feet away from all property lines.
- D. Revocation of permits. A permit may be revoked by the City for any of the following reasons:
1. If a permit holder fails to obtain chickens within six months of obtaining the permit.
 2. If a permit holder discontinues maintaining chickens for a six month period.
 3. If any condition of the chicken-keeping permit has been violated, the City may revoke the permit immediately if the violation has not been remedied within seven days after written notice of the violation.
 4. Without affording the permit holder the opportunity to remedy a violation as set forth above, revocation shall occur if there are more than three separate violations occurring in a 90-day period arising from the backyard chickens.
 5. If revoked, neither the resident, nor anyone else on the same premises may reapply for a period for 12 months from the date of revocation. All chickens must be removed from the subject property during any time the permit is revoked.
 6. A person aggrieved by a decision to deny or revoke a chicken-keeping temporary permit may appeal to the city manager or their designee.
- E. Violations. In the event that a violation of this section occurs, the City shall have the right to one or more of the following remedies or actions:
1. Institute code enforcement and/or animal control proceedings and prosecute code violations against the violator and the property owner of the real property where the violation occurs.
 2. Take any other action or remedy authorized by law or in equity, including but not limited to, instituting an action in court to enjoin violating actions, in which case the violating person shall be liable to the city for reimbursement of the city's attorneys' fees and costs concerning such action; and
 3. Revoke the permit for the keeping of chickens.

Chapter 8 – ANIMALS

ARTICLE I. – IN GENERAL

Sec. 8-2. Livestock prohibited.

- (a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Livestock means any horse, mule, pony, fowl, jackass, cow, bull, steer, goat, sheep, pig, hog, or other domestic animal not customarily kept as a household pet.

- (b) It shall be unlawful for any person to keep livestock in the city or to allow livestock to run at large within the city with the exception of domestic chickens (*Gallus domesticus*) being kept, harbored, raised, or maintained under one of the following: (1) as accessory to a permitted urban farm subject to the restrictions contained in section 2.06.08 of the Stuart Land Development Code; or (2) as backyard chickens in certain residential zoning districts subject to the restrictions contained in Section 2.06.24 of the Stuart Land Development Code.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 5: The provisions of this Ordinance shall be codified.

SECTION 6: This Ordinance shall take effect immediately upon adoption.

First read on the ____ day of _____.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this XXXX_day of _XXXXX, 2026.

ATTEST:

 MARY R. KINDEL, MMC
 CITY CLERK

 CHRISTOPHER COLLINS
 MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY



Business Impact Estimate

Proposed ordinance's title/reference:

Backyard Chickens in Certain Residential Zoning Districts

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Stuart is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Stuart hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance:

The proposed amendment to the City’s Code of Ordinances and Land Development Code would permit the keeping of up to four (4) chickens as an accessory use on occupied, detached single-family and duplex properties within the R-1A, R-1, R-2, Urban Neighborhood, and Single-Family Detached zoning districts within the East Stuart Neighborhood. The chickens will only be permitted in the backyard in a small sized chicken coup. In addition, the chickens can only be kept for personal use.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City including:

- (a) An estimate of direct compliance costs that businesses may reasonably incur.**
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and**
- (c) An estimate of the City’s regulatory costs, including estimated revenues from any new charges or fees to cover such costs.**

Staff does not opine that the ordinance would have any impact on private, for-profit businesses because the ordinance is limited to allowing residents to keep a small number of chicken in their backyards for personal use only.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful:

None

[Home](#) » [UF/IFAS Extension St. Lucie County](#) » Exploring The Possibilities Of Backyard Chickens Locally

Exploring the Possibilities of Backyard Chickens Locally



Did you know that the chicken has come a long way from the plains of Southeast Asia some seven to ten-thousand years ago, to a sacred animal to the Romans, and finally to household food and agricultural product in modern times?



Chickens, thought to be the first animal domesticated, now are found practically everywhere. They are a great, cheap source of protein for both their meat and eggs,

relatively easy to care for, and make enjoyable pets and show animals. You can even raise chickens in small backyard or urban spaces. Chickens are great for the family, and children can easily

care for and raise them. Children can learn many life skills while raising a chicken, as well as many STEM competencies like vet science, anatomy, genetics, nutrition, sustainability, etc.

Because of the versatility of these animals, it is easy to see why they are increasingly popular with backyard or hobby farmers. COVID-19 caused many of us to try new hobbies and to be more thoughtful about our food sources, so raising chickens may seem like an easy answer to both boredom and localizing your food. Make sure to do your research before getting a bird or a flock. They do require work, even if they are easier than some other animals to care for. Below you will find some topics to research before making chickens a part of your life. This will help you and the chickens live happy, healthy, and productive lives!

Before making that chicken purchase, you should do research.

Space and equipment needed

- The **size** of the coop is based on a minimum of 3 square feet of floor space per bird. For backyard flocks of five birds, you will need 15sq of floor space.
 - **Coop**– a house which provides shelter and protection from the elements and predators. A minimum three-sided roofed area for the birds to seek shelter from poor weather conditions and a place to roost safely at night is required.
 - **Run**– protected open area for the birds to safely roam. The run should be securely lined with fencing which is predator proof. Examples such as chicken wire or hardware cloth 1/2in mesh is sufficient. The run should also have either a roof or wired top, to prevent birds from flying out of the coop or predators climbing or flying inside.
 - When starting your chicks from hatchlings it is important that chicks are kept in a draft free environment and provided with a heat source. The first week of life the heat source should provide a constant temperature of 95°. Heat needs to be provided to the chicks until they

are four weeks old. Over the four weeks the temperature can decrease by 5°F each week.

- Week 1- 95°F

- Week 2- 90°F

- Week 3- 85°F

- Week 4- 80°F



Backyard poultry laws for your area

- Check county and municipality laws, sometimes cities have different restrictions than the county.
 - Laws often tell you the number of chickens, coop size, licensing, vaccines, and processing regulations.
 - St. Lucie County Ordinance Sec. 7.10.03- Backyard chickens
https://library.municode.com/fl/st._lucie_county/codes/land_development_code?nodeId=CHVIIDEDEIMST_7.10.00SUST_7.10.03A
[NREDI](#)
- Be a courteous neighbor by letting them know about your chickens, which can help reduce any noise or code complaints.
 - Consider offering eggs as a peace offering (if the laws allow that).
- If your city or county doesn't have laws about backyard poultry, advocate for them!
 - Resources for this here: [Backyard-Chickens-Advocacy-Guide.pdf](#)

(communityfoodstrategies.org)

How to choose your flock

- Before choosing a

breed, determine what the purpose of the chickens will be raised for; meat, egg, pets, 4-H project, or breeding improvement. Once determined, find a breed which will suite your purpose.

- Environmental Conditions are important to consider because depending on where you live will determine what breed of chicken you will need for your flock. If you live in South Florida, you will want to look for a heat tolerant breed.
- Knowing your flocks' purpose will also help determine where to purchase your bird(s).
 - No matter where you purchase your chickens from local farm store, commercial breeder, backyard chicken breeder, 4-Her, or incubate them yourself you need consider the overall health of the bird. You want to bring a healthy bird(s) into your flock.

Common problems

- Establish a Veterinarian who works with poultry. Just like any animal in your household, you want your chickens to also have a Veterinarian who can attend to their needs for yearly visits or in case of an emergency. Establish one before there is an emergency.
 - Pests, like mites, are common in chickens. Make sure to do your homework on preventions and treatments.

- Predators like racoons, rats, coyotes, and feral cats can injure or kill your birds. Take precautions to build predator-proof housing.
- Chickens can transmit diseases to humans such as Avian Influenza (Bird Flu), E. Coli, and Salmonella. It is important for you to understand the signs and symptoms and what to look for within your flock.
- Vaccinating your flock is determined on the probability of the flock being exposed to certain diseases.
 - **Closed flock** (no new birds enter, and no leaving birds return): Chances of exposure to a disease decrease.
 - **Open flock** (new birds frequently come into the flock, birds are taken off the property to a show or exhibit): Probability of disease exposure increases.
 - The use of your flock will determine the need for vaccines.
 - UF/IFAS Extension has great resources on all of these topics here:
https://edis.ifas.ufl.edu/topic_backyard_flocks

Laws and best practices surrounding eggs, meat, and food safety

- In Florida you cannot sell eggs without a Limited Egg/Poultry Permit.
- Some ordinances prevent backyard chicken products from being sold, so check these too.
- Research and decide how to clean and store your eggs.

- If raising meat birds, verify the laws for processing your animals.

Getting involved in the chicken community

- Youth: **4-H Poultry Projects**, embryology, local fairs, FFA etc.
 - **Embryology projects** are a great way to learn about the full life cycle of a chicken!
 - We offer the 4-H Embryology Program to our local schools. So if your interested in adding this program to your classroom, contact your **4-H Agent**.
- Adults: Check out Extension poultry resources in your county by reaching out to your Livestock, Agriculture, or 4-H Agent.
- Everyone: Join chicken groups on Facebook, review the UF/IFAS Resources: **https://edis.ifas.ufl.edu/topic_backyard_flocks** here, and contact your **local Extension office** with any questions or to get involved in 4-H!

FINALLY, enroll your child in our St. Lucie County 4-H Youth Development Program. Open enrollment starts September 1st, more details to follow, so stay tuned! Like our St. Lucie County 4-H Facebook page below to stay up to date on all events.

St. Lucie County 4-H: **<https://www.facebook.com/SLC4H>**

Sources

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Posted: August 2, 2021

Last Updated: August 2, 2021

Category: 4-H & Youth, Crops, Farm Management, Livestock

Tags: 4-H, Backyard Chickens, Chickens

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