City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD April 12, 2021
AT 4:00 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Eula R. Clarke
Vice Mayor Merritt Matheson
Commissioner Becky Bruner
Commissioner Troy McDonald
Commissioner Mike Meier

ADMINISTRATIVE

City Manager, David Dyess
City Attorney, Michael J. Mortell
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.

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.*

ROLL CALL

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - DUETTE BY CHRIS MAZZELLE AND KIM BROWN MOEBUS FROM UPCOMING BARN THEATER PRODUCTION "JOURNEY AROUND THE WORLD OF SONG AND DANCE"

PROCLAMATIONS

2. CRIME VICTIMS' RIGHTS WEEK - APRIL 18-24, 2021

3. WATER CONSERVATION MONTH - APRIL 2021

4. DONATE LIFE MONTH - APRIL 2021

5. SEXUAL ASSAULT AWARENESS MONTH - APRIL 2021

PRESENTATIONS

6. EMPLOYEE SPOTLIGHT - APRIL 2021

7. MID-YEAR BUDGET REVIEW FISCAL YEAR 2021

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

CONSENT CALENDAR

8. APPROVAL OF 3_13_21 TCRPC WALKING TOUR WORKSHOP AND 3_22_21 CCM MINUTES (RC)

9. APPOINTMENT OF BOARD OF ADJUSTMENT (BOA) BOARD MEMBER. (RC)

10. STUART HOUSING AUTHORITY BOARD OF COMMISSIONERS APPOINTMENT RATIFICATION OF PEARLIE CLARK FOR 4-YEAR TERM FROM 2021 THROUGH 2025. (RC)

11. ADOPT A CDBG PROCUREMENT POLICY (RC):

RESOLUTION No. 11-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING A COMMUNITY DEVELOPMENT BLOCK GRANT PROCUREMENT POLICY; PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

12. ADOPT AFFIRMATIVE ACTION/EEO POLICY (RC):

RESOLUTION No. 12-2021; A RESOLUTION OF THE CITY OF STUART CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING A POLICY RELATING TO THE EMPLOYMENT OF SMALL, WOMEN OWNED AND MINORITY BUSINESSES FOR USE IN ADMINISTERING COMMUNITY DEVELOPMENT BLOCK GRANTS; ADOPTING A POLICY RELATING TO THE EMPLOYMENT OF MINORITIES BY THE CITY OF STUART; PROVIDING DEFINITIONS; DEFINING AN ACTION PLAN; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

13. ADOPT CDBG ANTI-DISPLACEMENT AND RELOCATION POLICY (RC):

RESOLUTION No. 13-2021; A RESOLUTION OF THE CITY OF STUART CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING A COMMUNITY DEVELOPMENT BLOCK GRANT CITIZEN ANTI-DISPLACEMENT POLICY; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

14. ADOPT CITIZEN PARTICIPATION PLAN AND GRIEVANCE POLICY (RC):

RESOLUTION No. 14-2021; A RESOLUTION OF THE CITY OF STUART CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING A COMMUNITY DEVELOPMENT BLOCK GRANT CITIZEN PARTICIPATION PLAN; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

15. ADOPT PROHIBITION ON USE OF EXCESSIVE FORCE POLICY (RC):

RESOLUTION No. 15-2021; A RESOLUTION OF THE CITY OF STUART, FLORIDA, ADOPTING A POLICY FOR THE PROTECTION OF INDIVIDUALS ENGAGING IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS, REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

16. RENEWAL LEASE AGREEMENT FOR 171 SW FLAGLER AVE (CRARY HOUSE) WITH CONGRESSMAN BRIAN MAST (RC):

RESOLUTION No. 21-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE EXECUTION OF LEASE AGREEMENT BETWEEN THE CITY OF STUART AND CONGRESSMAN BRIAN MAST FOR THE CRARY HOUSE LOCATED AT 171 SW FLAGLER AVENUE, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

17. FIRE TRUCK LOAN AGREEMENT (RC):

RESOLUTION No. 36-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA SUPPLEMENTING RESOLUTION NO. 22-2014, AS AMENDED, AUTHORIZING THE ISSUANCE OF THE FIRE PROTECTION ASSESSMENT REVENUE NOTE, SERIES 2021 OF THE CITY IN THE PRINCIPAL AMOUNT $622,000 TO FINANCE THE ACQUISITION OF A FIRE TRUCK; MAKING SUCH DETERMINATIONS AS ARE REQUIRED TO AFFORD SUCH SERIES 2021 NOTE "BANK QUALIFIED" STATUS; PROVIDING DETAILS OF THE SERIES 2021 NOTE; PROVIDING FOR APPLICATION OF THE PROCEEDS OF THE SERIES 2021 NOTE; AWARDING THE SALE OF THE SERIES 2021 NOTE TO SEACOAST NATIONAL BANK; APPOINTING A REGISTRAR AND PAYING AGENT; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR THE SEVERABILITY OF PARTS HEREOF IF DECLARED INVALID; AND PROVIDING AN EFFECTIVE DATE.

18. EXTENSION #12 TO THE DECLARATION OF STATE OF EMERGENCY FOR COVID-19 (RC):

RESOLUTION No. 38-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY PERTAINING TO COVID-19; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

19. ADOPT FOUR FACTOR ANALYSIS/LANGUAGE ACCESS PLAN (LAP) FOR LIMITED ENGLISH PROFICIENCY (LEP) PERSONS (RC):

RESOLUTION No. 40-2021; A RESOLUTION OF THE CITY OF STUART, FLORIDA, TO ADOPT THE FOUR-FACTOR ANALYSIS AND LANGUAGE ACCESS PLAN FOR THE IMPLEMENTATION OF THE CDBG GRANT PROGRAM; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

20. MULLIGANS LEASE ASSIGNMENT (RC):

RESOLUTION No. 43-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE ASSIGNMENT OF THE AMENDED LEASE AGREEMENT PREVIOUSLY ENTERED INTO BETWEEN THE CITY OF STUART AND MULLIGANS STUART ACQUISITION, LLC FOR LEASE OF THE PROPERTY AT 131 SW FLAGLER AVENUE TO S & C RESTAURANT GROUP, LLC FOR THE BALANCE OF THE LEASE TERM WHICH IS SET TO EXPIRE ON APRIL 30, 2038; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

21. LIME SLAKERS REFURBISHMENT PROJECT (RC):

RESOLUTION No. 44-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-105, LIME SLAKERS REFURBISHMENT PROJECT TO THE SECOND LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF $212,870.00 TO TLC DIVERSIFIED, INC. OF PALMETTO, FLORIDA PROVIDING AN EFFECTIVE DATE; AND

FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

ORDINANCE SECOND READING

22. CENTRAL PARKWAY LOFTS - MAJOR AMENDMENT TO RPUD (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2461-2021; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING A 6.65 ACRE PROPERTY CONSISTING OF TWO PARCELS OPPOSITE ONE ANOTHER ON S.E. CENTRAL PARKWAY APPROXIMATELY MIDWAY BETWEEN ITS INTERSECTIONS WITH S. KANNER HIGHWAY TO THE WEST AND U.S. HIGHWAY ONE TO THE EAST TO APPROVE A MAJOR AMENDMENT TO THE "CENTRAL PARK LOFTS (NORTH)" AND THE CENTRAL PARK LOFTS (SOUTH) RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) CONSISTING OF ONE HUNDRED SEVENTY TWO (172) MULTI-FAMILY UNITS WITHIN FOUR (4) INDIVIDUAL FOUR-STORY APARTMENT BUILDINGS; WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

ORDINANCE FIRST READING

23. VARIANCE TO REDUCE THE UPLAND BUFFER DISTANCE TO SIGNIFICANT WETLAND RESOURCES AND FRONT YARD SETBACK (RC):

REQUEST FOR A VARIANCE TO THE CITY'S LAND DEVELOPMENT CODE, SECTION 5.03.02.C.1 AND 4, FOR A REDUCED MINIMUM UPLAND BUFFER DISTANCE FROM OUTSTANDING WETLAND RESOURCES, REDUCED AVERAGE UPLAND BUFFER, REDUCED CONSTRUCTION SETBACK FROM WETLANDS, AND FROM SECTION 2.04.01, REDUCED FRONT SETBACK FOR A LOT ON INDIAN GROVE IN ORDER TO ACCOMMODATE A DUPLEX.

DISCUSSION AND DELIBERATION

24. HOUSING PIPELINE, DENSITY AND POLICY OBJECTIVES: DISCUSSION WORKSHOP

ADJOURNMENT

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** Michelle Vicat

Title of Item:

ARTS MOMENT - DUETTE BY CHRIS MAZZELLE AND KIM BROWN MOEBUS FROM UPCOMING BARN THEATER PRODUCTION "JOURNEY AROUND THE WORLD OF SONG AND DANCE"

Summary Explanation/Background Information on Agenda Request:

Arts Moment with Chris Mazzelle and Kim Brown Moebus singing a duet from the upcoming Barn Theater production "Journey Around the World of Song and Dance".

Funding Source:

N/A

Recommended Action:

Enjoy the performance.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** Ryanne Cavo

Title of Item:

CRIME VICTIMS' RIGHTS WEEK - APRIL 18-24, 2021

Summary Explanation/Background Information on Agenda Request:

Our community's continued engagement with the challenges faced by victims of crime will ensure that the progress made to date is not lost, and that new ground is broken to gain greater justice and healing for all victims.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Crime Victims' Rights Week (April 18-24, 2021)	4/5/2021	Proclamation

PROCLAMATION
CRIME VICTIMS' RIGHTS WEEK
APRIL 18-24, 2021

WHEREAS, being a victim of crime and navigating the criminal justice system can be a frightening and confusing experience; and

WHEREAS, progress in improving the treatment of crime victims has been made through the efforts of thousands of victims and survivors who have turned their own experiences into a force for positive change, ensuring that others can receive justice, meaningful assistance, and compassionate treatment before the law; and

WHEREAS, since the passage of the Victims of Crime Act of 1984, and through the dedicated work of advocates, lawmakers, and victim service providers, there is a growing array of services and resources available to victims and their loved ones; and

WHEREAS, honoring the rights of victims—including the rights to be heard and to be treated with fairness, dignity, and respect—and working to meet their needs rebuilds their trust in the criminal justice and social service systems. Individuals' trust in the compassion, understanding, and support of their communities is achieved through sustained, deep-rooted, and coordinated outreach. Identifying, reaching, and serving all victims of crime—especially those from groups that often have less access to healing services and avenues to justice—is essential; and

WHEREAS, our community's continued engagement with the challenges faced by victims of crime will ensure that the progress made to date is not lost, and that new ground is broken to gain greater justice and healing for all victims.

NOW, THEREFORE, I, EULA R. CLARKE, as Mayor of the City of Stuart, Florida do hereby proclaim in the City of Stuart, Florida the week of April 18-24, 2021, as:

CRIME VICTIMS' RIGHTS WEEK

and we express our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 26th day of April, 2021.

_____
EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** Ryanne Cavo

Title of Item:

WATER CONSERVATION MONTH - APRIL 2021

Summary Explanation/Background Information on Agenda Request:

The City of Stuart and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Water Conservation Month April 2021	2/17/2021	Proclamation

PROCLAMATION
WATER CONSERVATION MONTH
APRIL 2021

WHEREAS, water is a basic and essential need for every living creature; and

WHEREAS, the State of Florida, Water Management Districts, and the City of Stuart are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Stuart and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, Sammi Sailfish has always encouraged and supported water conservation, through various educational programs and special events like Water Fest; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community.

NOW, THEREFORE, I, EULA R. CLARKE, Mayor of the City of Stuart, Florida do hereby proclaim the Month of April, 2021, as:

WATER CONSERVATION MONTH

in the City of Stuart, Florida and is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Stuart, Florida to be affixed this 12th day of April, 2021.

_____

EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** Ryanne Cavo

Title of Item:

DONATE LIFE MONTH - APRIL 2021

Summary Explanation/Background Information on Agenda Request:

One of the most meaningful gifts that a human being can bestow upon another is the gift of life. More than 39,000 Americans receive a lifesaving organ transplant every year.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Donate Life Month (April 2021)	3/10/2021	Proclamation

PROCLAMATION
DONATE LIFE MONTH
APRIL 2021

WHEREAS, one of the most meaningful gifts that a human being can bestow upon another is the gift of life. More than 39,000 Americans receive a lifesaving organ transplant every year; and

WHEREAS, a new patient is added to the national patient waiting list for an organ transplant every 10 minutes and there are over 108,000 men, women and children are currently on the national waiting list for organ transplantation; and

WHEREAS, an average of 22 people die every day awaiting an organ transplant that does not come in time; and

WHEREAS, one organ, tissue and eye donor can potentially save or enhance the lives of more than 75 people. Everyone is a potential organ, eye, and tissue donor. They can register their wish to save lives through organ and tissue donation at www.DonateLifeFlorida.org or on their driver's license.

NOW, THEREFORE, I, EULA R. CLARKE, Mayor of the City of Stuart do hereby proclaim April, 2021 as:

DONATE LIFE MONTH

in the City of Stuart and encourage all Stuart residents to consider giving life through organ donation and to sign up on Florida's organ and tissue donor registry by visiting www.DonateLifeFlorida.org or when renewing their driver's license or state identification card.

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the City of Stuart Florida to be affixed this 12th day of April, 2021.

_____

EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** Ryanne Cavo

Title of Item:

SEXUAL ASSAULT AWARENESS MONTH - APRIL 2021

Summary Explanation/Background Information on Agenda Request:

April is Sexual Assault Awareness Month and calls attention to the fact that sexual violence is a widespread public health problem.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proclamation - Sexual Assault Awareness Month - April 2021	1/14/2021	Proclamation

PROCLAMATION
SEXUAL ASSAULT AWARENESS MONTH
APRIL 2021

WHEREAS, April is Sexual Assault Awareness Month and calls attention to the fact that sexual violence is a widespread public health problem; and

WHEREAS, every day, too many women, men, and children across Florida suffer the pain and trauma of sexual assault in all of its forms; and

WHEREAS, during National Sexual Assault Awareness Month, we recommit ourselves to lifting the veil of secrecy and shame surrounding sexual violence, expanding support and understanding for survivors, and strengthening our response; and

WHEREAS, at every level we must work to provide necessary resources to survivors of sexual assault, without judgment and with dignity, including medical attention, mental health services, relocation and housing assistance, and advocacy during the criminal justice process.

NOW, THEREFORE, I, Eula R. Clarke, Mayor of the City of Stuart, Florida do hereby proclaim that April 2021 is:

SEXUAL ASSAULT AWARENESS MONTH

in the City of Stuart and encourages all residents, law enforcement agencies, health care providers, and community and private organizations to support survivors of sexual assault and to work together to prevent these crimes in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this _____ of April, 2021.

ATTEST:

_____
EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** Roz Johnson, Human Resources Director

Title of Item:

EMPLOYEE SPOTLIGHT - APRIL 2021

Summary Explanation/Background Information on Agenda Request:

Recognize Robert Carson for the Employee Spotlight for April 2021

Funding Source:

General Fund

Recommended Action:

Recognize Robert Carson for the Employee Spotlight for April 2021

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Robert Carson Employee Spotlight April 2021	4/2/2021	Presentation

It is my pleasure to introduce Robert "Bobby" Carson as April's Employee Spotlight.

"It was my goal to return to Stuart once I became a firefighter," says Bobby Carson. A Martin County native, Bobby graduated from Martin County High School (go Tigers!) and attended University of Central Florida where he graduated with a Bachelor of Science degree in Health Sciences. However, since he was a young boy, he always wanted to be a firefighter and became a volunteer with Highlands County Fire Rescue while attending Firefighter and EMT school. Upon graduating, Highlands County Emergency Medical Services hired him, and he spent the next six years there. During that time, he completed his Paramedic Certificate and continued to hone his firefighter skills. Bobby soon recognized his degree in health sciences was beneficial while in Paramedic school as the medical terminology, anatomy and physiology courses and labs gave him a strong knowledge base while learning his tactical paramedic skills.

Bobby's goal was to return to his hometown, and the opportunity presented itself in April 2014 when he was hired by Stuart Fire Rescue. He continues to learn and grow in his career, recently completing the City's driver engineer program, and he's also enrolled in the City's Acting Lieutenant program, an extensive training program Firemedics complete before stepping up into the role of a Lieutenant during absences. Additionally, Bobby is a preceptor which is a teacher / trainer / mentor for new medics, a role he enjoys as well. Acting as a preceptor "reminds me of how far I've come as a Firemedic," he states. Bobby loves his job and still remembers the first cardiac patient he assisted in bringing back to life and the very first ride in both the rescue and engine. "No two shifts are the same, which keeps the job exciting and keeps me engaged."

When Bobby is off shift, you can find him with his family: Melinda, his wife of 10 years, and 7-year-old daughter, Kaelyn. He is a busy and involved Dad, attending her cheerleading competitions and gymnastics classes. Bobby's own interests include sports – he's a former rugby player – and working out at the gym. The family are UCF football season ticket holders and hope to enjoy some games once the school opens it back up for spectators. When vacation time rolls around, they enjoy visiting New Orleans for tasty gumbo and awesome oysters. He said it was amazing to tour New Orleans after Hurricane Katrina and look at the levies and try to grasp the magnitude of the flooding that occurred once the hurricane hit.

When asked what he likes best about working for Stuart Fire Rescue, Bobby states, "the small department where it feels like a small family. Everyone knows each other and you aren't a number like in the bigger departments."

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** L BOGLIOLI

Title of Item:

MID-YEAR BUDGET REVIEW FISCAL YEAR 2021

Summary Explanation/Background Information on Agenda Request:

A presentation of the status of the Fiscal Year 2021 Budget, focusing on Year-to-Date expenditures versus appropriations, and Revenues versus anticipated collections. Pending projects and projected impacts will be discussed. The budget preparation cycle for Fiscal Year 2022 will presented.

Funding Source:

Recommended Action:

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Proposed Budget Preparation Calendar 2022	4/5/2021	Cover Memo

City of Stuart
Fiscal Year 2022
Budget Calendar

Date	Event
Monday, April 12, 2021	Mid-Year Budget Review for FY 2021
Tuesday, April 13, 2021	Budget Entry open to Departments for FY 2022
Monday, May 10, 2021	Finance reviews Budget Entry and meets with Departments
Monday, May 24, 2021	Budget Entry due to Manager
Tuesday, June 1, 2021	Sneak Peak of Taxable Values from the Property Appraiser
Monday, June 7, 2021	Manager begins meeting with Departments to review Budget Entry
Monday, June 28, 2021	Budget Workshop #1 with Commission
Thursday, July 1, 2021	Property Appraiser certifies Taxable Value
Monday, July 5, 2021	Manager and Finance review Budget Entry
Monday, July 26, 2021	Budget Workshop #2 with Commission - Direct staff to file millage on DR-420
Monday, August 23, 2021	Budget Workshop #3 with Commission - OPTIONAL
Monday, September 13, 2021	First Public Hearing - Tentative Millage and Tentative Budget
Monday, September 27, 2021	Second Public Hearing - Final Millage and Final Budget

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** Michelle Vicat

Title of Item:

APPROVAL OF 3_13_21 TCRPC WALKING TOUR WORKSHOP AND 3_22_21 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve minutes

ATTACHMENTS:

	Description	Upload Date	Type
🗋	3_13_21 Workshop Minutes	3/31/2021	Cover Memo
🗋	3_22_21 CCM Minutes	3/29/2021	Cover Memo

MINUTES

Federal Highway Corridor Economic Baseline and Masterplan & Gateway Triangle District Masterplan Vision Workshop

Saturday, March 13, 2021
9:30am to 1:00pm
421 SE Camden Avenue, Stuart

The City of Stuart is partnering with the Treasure Coast Regional Planning Council (TCRPC) to assist in the development of a Federal Highway Commercial Corridor & Gateway Triangle District Master Plan. The study area includes commercial properties fronting Federal Highway (US-1) as it passes through the City of Stuart Community Redevelopment Area and the district east of Federal Highway and west of Dixie Highway in Downtown Stuart.

The City was seeking feedback to help inform the City's vision for the future by requesting the community to join us on a TOUR & TALK Vision Workshop. The Walking Tour and Workshop focused on US-1 south of the Roosevelt Bridge to the SE Dixie Cutoff and the Triangle District between US1 and Dixie Highway. The feedback received will be used to devise and inform strategies as part of the Master Plan.

ATTENDANCE
Present: Becky Bruner, Merritt Matheson, Eula Clarke, Mike Meier
Absent: Troy McDonald

ACTION MINUTES

9:25am Attendees began arriving and discussing the corridor maps.

10:01am Announcements were made, and Walking Tour began.

10:11am **Stop #1 – History of Vision Planning**

Dana Little discussed a possible event at the lyric theatre about the 1988 plan for the city.

Micah Hartman asked about the purpose of the workshop.

Eula Clarke announced that the City of Stuart has contracted with TCRPC to perform a study. She discussed the study area and that they are looking for public participation today. She continued discussing the history of development in the city.

10:24am Stop #2 – Mix of Uses

The walk continued across US1 and Jessica Seymour encouraged participants to walk around the surrounding area.

Kev Freeman addressed zoning and density questions. He discussed property rights and the application process.

Mike Meier addressed the character of the current neighborhood.

Jessica Seymour discussed alternative options for the corridor.

Dana Little spoke about the route we will be taking for the rest of the tour.

Mike Meier discussed design standards along the corridor.

Jessica Seymour followed up discussing designs along the street.

Eula Clarke mentioned that the sidewalk was tight and unattractive along US-1.

10:37am Stop #3 – Safety

Jessica Seymour discussed mobility issues and safety concerns. Vision Zero was discussed to the group.

Marc Brechbill made comments about safety at crosswalks.

Kristin Stanley asked if we could bring crosswalks underground.

Jessica Seymour addressed the suggestion.

10:47am Stop #4 – Complete Streets

Jessica Seymour discussed complete street solutions and gave examples.

Dana Little discussed sidewalks and on street parking.

Marc Brechbill asked about traffic speed.

Dana Little addressed his question.

Jessica Seymour discussed parking and right of ways.

Kristin Stanley commented that a crosswalk needs to be relocated in the traffic circle.

Pedestrian experience and safety were further discussed in the group.

Julie Preast asked about the property under construction on the tour's route.

Marc Brechbill explained his Old Town Grill proposed project.

10:59am Stop #5 –Train Summary

Kim Delaney gave an update of the railroad and train.

Kev Freeman addressed questions regarding the Brightline application and parking garage proposal.

Kim Delaney addressed quiet zones.

Discussion continued about quiet zones

David Dyess discussed the costs related to a Brightline station, proposed locations, timeline, and quiet zones.

Questions were addressed about walkability, parking.

11:38am Tour ended.

The public visited workshop tables and discussed ideas and concerns with TCRPC and city staff, where comments were recorded.

Merritt Matheson and Becky Bruner discussed the condition of the inlaid mosaic murals in the sidewalk.

Mike Meier discussed future Brightline station locations with TCRPC.

12: 16pm Workshop adjourned.

_____ _____

Eula R. Clarke, Mayor Jordan Pinkston, Board Secretary

Attest:

_____

Mary R. Kindel, City Clerk

Minutes to be approved at the Regular Commission
Meeting this 12th day of April, 2021.

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD March 22, 2021
AT 5:30 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION
Mayor Eula R. Clarke
Vice Mayor Merritt Matheson
Commissioner Becky Bruner
Commissioner Troy McDonald
Commissioner Mike Meier

ADMINISTRATIVE
City Manager, David Dyess
City Attorney, Michael J. Mortell
City Clerk, Mary R. Kindel

SERGEANT AT ARMS: Police Chief Joseph Tumminelli

5:36 PM ROLL CALL

Present: Mayor Clarke, Vice Mayor Matheson, Commissioner Bruner, Commissioner McDonald, Commissioner Meier

Mayor Clarke requested a moment of silence in honor of local downtown postman, Calvin Berry who passed away.

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. THE TREASURE COAST REGIAONAL PLANNING AGENCY STAFF PRESENTATION AND DISCUSSION OF DESIGN CONSIDERATIONS FOR US-1 BETWEEN KANNER AND PALM CITY ROAD

Kev Freeman, Development Department Director introduced Tom Lanahan and Jessica Seymore of the Treasure Coast Regional Planning Council and prefaced the presentation with a brief description of the design and location. Tom Lanahan and Jessica Seymore reviewed their design plans and discussed the inter-relation of a turn lane at Kanner Hwy.

and the turn onto Palm City Road and encouraged the Commissioners and community stay involved and provide feedback.

Commissioner McDonald commented on the "hot right" at Palm City Road stating that he feels concentration on safety in that area is very important while Commissioner Meier inquired about sidewalks.

Tom Lanahan and provided an update on sidewalks and power poles. Jessica Seymore discussed the project meeting for the redesign of US1.

5:57 PM COMMENTS BY CITY COMMISSIONERS

Commissioner McDonald:

- Commented that since the light poles are FDOT, would like the consideration of adding an item to a future meeting to create a priority list to have light poles relocated and ask the MPO to add the "hot right" on Palm City Road to their priority list.

6:00 PM MOTION: Put relocating the streetlights and redesign of the hot right on Palm City Road, motion for a Resolution, that we ask the MPO to put that on the priority list.
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Meier
Motion passed unanimously.

Commissioner McDonald continued

- Commented on House Bill B 55 and Senate Bill 284, which affects design standards but thankfully does not affect CRA's at this time. He feels it's an attack on Home Rule. Feels a Resolutions should be done opposing these bills on the grounds of Home Rule.

6:04 PM MOTION: Pass a Resolution opposing HB 55 and Senate Bill 284.
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Meier
Motion passed unanimously.

Commissioner Meier:

- Commented on recent development applications, the new growth and felt it would be helpful to put minds at ease by putting together a map of the City where they are interested in encouraging more density and where they do not want more density, perhaps color coded with major rights of ways.

Kevin Freeman, Development Director, came forward and stated that future land use controls density and they have a future land use map that they can review with the commission.

Vice Mayor Matheson:

- Commented that he believes they could be doing better with some of the projects presented to them, take something negative and turn it to positive, such as a mural on the Cube Smart building.

Commissioner McDonald suggested instead of a mural, a light projection that is changed seasonally.

Commissioner Matheson made a Motion.

Mike Mortell noted it would be an amendment to the PUD which generally costs between $5 - $10,000 and a buy-in of the city.

Commissioner Meier asked if the letter would carry more weight if it came from the Commission instead of staff?

Commissioner Bruner said she has a problem with this because they approved the project as it is and asked if they would be doing this to other projects down the road.

Mayor Clarke asked if was possible to have staff look into it to see what is possible.

Commissioner Meier suggested that they get an idea of the procedure before they do anything on this.

Kev Freeman said he would call the Cube Smart owner in the morning to let them know what was discussed.

6:18 PM MOTION: Asked staff to draft letter on behalf of the commission, to work with the city and matching programs to have a mural on the Cube Smart Building. [AMENDED MOTION: Staff would draft a letter on behalf of the City to see if the owner would work with the City on creating a piece of public art, whether it's a painted mural or light art.]
MOVED BY: Vice Mayor Matheson
SECONDED BY: Commissioner McDonald
6:27 PM Motion rescinded.

Vice Mayor Matheson continued

- Job Fair flyer announcement on April 15th at the Stuart Public Safety Complex from 4 to 7PM
- Announced today is World Water Day, to raise awareness that 2.2 billion people have trouble finding access to clean water.
- Provided update on Lake Okeechobee levels.

Mayor Clarke:

- Announced various activities in the community; the East Stuart Community Cleanup this Saturday, a Palm Sunday Walk from St. Mary's Church to East Stuart, and on April 3rd at the 10th Street Recreation Center Senator Harrell put together a vaccination day.

- Commented that she attended the FLC Black Caucus of Elected Officials.
- Reported on the loss of postal worker, Calvin Berry.

COMMENTS BY CITY MANAGER

City Manager Dyess announced that the Fire Department hosted a successful event last weekend, giving away over 150 smoke detectors.

APPROVAL OF AGENDA

6:36 PM MOTION: Move approval.
MOVED BY: Commissioner Meier
SECONDED BY: Vice Mayor Matheson
Motion passed unanimously.

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

1) Caryn Hall Yost Rudge – Palm City Rd.; Commented on a lawsuit packet that she left for each commissioners review and has not heard from any of them yet; she likes the idea of bikes, walking and scooters; Palm City Road isn't a hot right if the speed limit is followed, and she looks forward to a special hearing on her property.

2) Helen McBride – Flamingo Avenue; Asked what is happening to the old Pelican Café Building and said she feels the taxpayers have a right to know what is happening with the property.

3) Tom Campenni – St. Lucie Crescent; Suggested the Commission take a look at the hot right before going to the MPO, the Dwany Plan was a wonderful plan but it is dead, the Cube Smart was approved by the Commission and now you are considering changing that but you made a deal and if you don't stick with your decisions, you won't be trusted and a light show would disturb residents in the area.

4) Linda Kay Richards – ZOOM; She thought the City was annexing property and changing the Future Land Use Map and said it is important to look at what they are doing with the map. She thought they should look at the development office to see if there is a conflict of interest there.

CONSENT CALENDAR

2. APPROVAL OF 3/8/2021 CCM MINUTES

END OF CONSENT CALENDAR

6:49 PM MOTION: Move for approval.
MOVED BY: Commissioner McDonald
SECONDED BY: Vice Mayor Matheson
Motion passed unanimously.

6:50 PM City Manager Dyess addressed the Public Comment on the old Pelican Café building. He said the plans are in the lease and the leaser is paying for the construction, not the City. He said the floor of the building is being raised 18 inches for a projected sea level rise building plan required by SFWMD.

COMMISSION ACTION

6:51 PM

3. CITY OF STUART GRANT TO BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY:

RESOLUTION No. 35-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A GRANT AWARD AGREEMENT BETWEEN THE CITY OF STUART AND THE BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY TO SUPPORT ECONOMIC DEVELOPMENT PROJECTS, PROGRAMS, AND SERVICES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Kate Cotner, Chair of the Business Development Board and Joan Goodrich, Executive Director of the Business Development Board presented their plans for the community, which included following the lead of the City with the "We're Ready" Campaign and review of economic development over the past 18-months.

7:12 PM MOTION: I take great pride and pleasure to make a motion to approve the agreement.
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Matheson
Motion passed 4/5; Commissioner Bruner *did not vote, stepped out of the room.*

4. URGING THE BAHAMIAN GOVERNMENT TO BAN OFFSHORE OIL DRILLING:

RESOLUTION No. 41-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA URGING THE BAHAMIAN GOVERNMENT TO DENY OFFSHORE OIL DRILLING EXPLORATION LICENSES AND PERMANENTLY BAN OFFSHORE OIL DRILLING ACTIVITIES IN THE BAHAMAS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

7:16 PM MOTION: Move approval.
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Meier
Motion passed 4/5; Commissioner Bruner *did not vote, stepped out of the room.*

5. STUART GREEN MARKET LICENSE AGREEMENT:

RESOLUTION No. 34-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TERMINATING THE NON-EXCLUSIVE USE LICENSE AGREEMENT BETWEEN THE CITY AND THE STUART GREEN MARKET, INC., AN

INTERNAL REVENUE SERVICE DESIGNATED 501(C)(4) ORGANIZATION; AUTHORIZING THE CITY MANAGER TO IMMEDIATELY EXERCISE THE SIXTY (60) DAY WRITTEN NOTICE OF TERMINATION OUTLINED IN SECTION 2 OF THE LICENSE AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

If Resolution 34-2021 passes, the Commission can either take up Resolution 37-2021, elect not to have a public market, or discuss other options.

RESOLUTION No. 37-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUESTING AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSAL FOR THE OPERATION OF A PUBLIC MARKET; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Commissioner McDonald asked if they received the information form the Green Market that they requested at the last meeting.

Jim Chrulski said they had not.

Commissioner McDonald made a motion to terminate the Agreement.

Commissioner Meier felt the 60 days was a short turnaround time and proposed they set an effective date of out clause to 90 days for the vendors sake.

Vice Mayor Matheson commented that it could be extended after 60 days and he has asked staff if they were able to run the green market if after 60 days it was necessary.

Commissioner Bruner added that Ms. Callahan with Stuart Mainstreet is interested in running it.

Attorney Mortell commented that 90 days is reasonable, but he does not know if the current coordinator would agree to work with them, as he has not responded to the city at all since the last meeting.

Jim Chrulski, Community Services Director, expressed his concerns and stated that his department is able to run the Green Market temporarily if necessary.

Commissioner McDonald preferred to keep his motion as the resolution stated at 60 days.

Public Comment:

1) Armond Pasquale – Seminole St.; Stated that there is only one vendor selling vegetables and it is a glorified flea market and it competes with other stores downtown. He said there is too much building going on.

2) Helen McBride – Flamingo Ave.; Said merchants want the Green Market and she would like to see someone from Stuart Mainstreet take it over.

3) Caryn Hall Yost Rudge – Palm City Rd.; Commented that she feels 90 days over 60 is better and would like a copy of the letter Commissioner Bruner was handing out at the market.

4) Patricia Silinsky: PSL, (ZOOM); Commented that her son is a Green Market vendor and Stuart resident and she works with him at the market, appreciates the person that said the vendors shouldn't suffer.

City Manager David Dyess inquired if the Commission would like to expire Zoom commenting, as all other municipalities have removed this option. No decision was made.

5) Gwendelyn Hall-Brinkley – PSL; Stated regardless of how long the problem has been happening, now they know the problem and they just need to fix it.

7:18 PM MOTION: Approve the Resolution terminating the Agreement. (Res. 34-2021)
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Meier
Motion passed unanimously. 7:47 PM

RESOLUTION No. 37-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUESTING AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSAL FOR THE OPERATION OF A PUBLIC MARKET; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Vice Mayor Matheson thought they should start from a clean slate and solicit proposals.

Commissioner Meier is in favor of an RFP.

Commissioner McDonald thought Stuart Mainstreet would fit but also is fine with an RFP.

Discussion of including SNAP benefits under the criteria of the selection committee.

7:59 PM MOTION: Motion to approve Resolution No. 37-2021 and have staff fill in the dates as soon as possible.
MOVED BY: Commissioner Meier
SECONDED BY: Commissioner Bruner
Motion passed unanimously. 8:05 PM

ORDINANCE SECOND READING

8:06 PM

6. ANNEXATION OF CITY OWNED PROPERTY AT HANEY CREEK (QUASI-JUDICIAL):

ORDINANCE No. 2452-2021; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING, ALLOCATING A FUTURE LAND USE OF CONSERVATION AND ALLOCATING A ZONING CATEGORY OF PUBLIC FOR FOUR (4) CITY OWNED PROPERTIES ADJACENT TO HANEY CREEK AND NW BAKER ROAD AND WHICH ARE SUBJECT TO A FLORIDA COMMUNITIES TRUST GRANT AWARD AGREEMENT AND BEING MORE FULLY DESCRIBED IN EXHIBITS A1, A2, A3 and A4 ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

8:07 PM MOTION: Move approval.
MOVED BY: Commissioner Meier
SECONDED BY: Commissioner Matheson
Motion passed unanimously.

7. FOURWINDS AT ST LUCIE; REZONING:

ORDINANCE No. 2460-2021; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING FROM (R-1) SINGLE FAMILY TO (R-2) DUPLEX ON THE CITY'S OFFICIAL ZONING MAP FOR PROPERTY TOTALING 0.75 ACRES, OWNED BY 245 ST LUCIE, LLC AND 257 4WINDS, LLC, LOCATED ON THE NORTHEAST CORNER OF ST LUCIE BOULEVARD AND SE FOURW INDS DRIVE; BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; DECLARING THE PROJECT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, PROVIDING FOR ACCEPTANCE BY THE APPLICANT AND FOR OTHER PURPOSES.

Tom Reetz reported on a scrivener's error in Sec. 5 of the Ordinance referencing a PUD that is struck through and now it just references a rezoning Ordinance.

8:09 PM MOTION: Move approval.
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Meier
Motion passed unanimously.

8. FLORIDA FRIENDLY LANDSCAPING CODE OF ORDINANCE TEXT AMENDMENT:

ORDINANCE No. 2462-2021; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING CHAPTER 42, ARTICLE II, DIVISION 4 OF THE CODE OF ORDINANCES ENTITLED "CONSERVATION" IN RESPECT OF STANDARDS FOR THE PROVISION OF REGULATING FLORIDA FRIENDLY LANDSCAPING AND THE USE OF RAIN SENSOR DEVICES ON AUTOMATIC SPRINKLER SYSTEMS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

8:12 PM MOTION: Move for approval.
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Meier
Motion passed unanimously.

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

8:12 PM ADJOURNMENT

Mary R. Kindel, City Clerk **Eula R. Clarke, Mayor**

Minutes to be approved at the Regular Commission Meeting this 12th day of April, 2021.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** Mary Kindel

Title of Item:

APPOINTMENT OF BOARD OF ADJUSTMENT (BOA) BOARD MEMBER. (RC)

Summary Explanation/Background Information on Agenda Request:

BOA Board Member Allex Gillen submitted his resignation via email on 3/29/2021. Vice Mayor Matheson's new appointment to the BOA is Ms. Amelia Fry. With Commission approval, Fry would fulfill the term through 12/31/2021.

Funding Source:

N/A

Recommended Action:

Appoint Amelia Fry to the BOA.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	BOA Application - Amelia Fry	3/30/2021	Attachment
🗋	BOA Member Listing - Vacant	3/30/2021	Attachment

Board Application

Full Name	Amelia Fry
Present Occupation	Speech Language Pathologist
Contact Phone	7724854357
Email Address	Mimi.fry772@gmail.com
Street Address	615 SE Hibiscus Ave
City, State, Zip	Stuart, FL 34996
Membership in Community Organizations or Professional Groups	Healthy Start coalition member, JD Parker PTO board (currently serving as treasurer), Treasure Coast Neighbors for Racial Justice, Martin County NAACP
List Former Advisory Board(s) Affiliations	City of Stuart Charter Review board
Comments	*Field not completed.*
Indicate Board You Would Like to be Considered For	Board of Adjustment

The Florida Department of State requires that the City report the number of minority appointments made during the year. (Section 760.80, Florida Statutes)

Gender	Female
Race	Hispanic American
Disability	Not Known

Email not displaying correctly? View it in your browser.

Board of Adjustment		
Member	**Term Expires**	**Commission Liaison**
Kristin Stanley	12/31/2021	Becky Bruner
Antone Freitas	12/31/2021	Troy McDonald
Christina Vogl	12/31/2021	Mike Meier
VACANT	12/31/2021	Merritt Matheson
Claire Y. Nash Ph.D.	12/31/2021	Eula Clarke

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** Mary Kindel, City Clerk

Title of Item:

STUART HOUSING AUTHORITY BOARD OF COMMISSIONERS APPOINTMENT RATIFICATION OF PEARLIE CLARK FOR 4-YEAR TERM FROM 2021 THROUGH 2025. (RC)

Summary Explanation/Background Information on Agenda Request:

Stuart Housing Authority terms are 4-year terms, but in 2018, staggered terms were created to ensure continued representation. Ms. Clarke's is a dedicated board member of the Stuart Housing Authority and her current term expires on May 21, 2021.
Ms. Clark and the Stuart Housing Authority are requesting the City Commission ratify the appointment of Ms. Clark to the Board for a 4-year term from May 21, 2021 through May 21, 2025.

Funding Source:

N/A

Recommended Action:

Ratify Pearlie Clark's appointment to the Stuart Housing Authority.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Pearlie Clarke Reappointment Letter	3/30/2021	Exhibit
🗋	Stuart Housing Authority Terms	3/30/2021	Exhibit
🗋	Pearlie Clarke CCM Conformation Ltr	3/30/2021	Exhibit

Housing Authority
of the City of Stuart, Florida

February 23, 2021

The Honorable Eula Clarke, Mayor
City of Stuart, Florida
121 SW Flagler Avenue
Stuart, Florida 34994

Re: Housing Authority of the City of Stuart, Florida (SHA)
Board of Commissioner Reappointment

Dear Mayor Clarke:

It has come to my attention that my present term as a SHA Commissioner expires on May 21, 2021. It is the intent of this correspondence to request reappointment to the position for another term, which I understand is a four (4) year term.

I would be grateful for the opportunity as I believe the Housing Authority has been and is successful in providing decent, safe and affordable housing options to the constituents of the City of Stuart. I have thoroughly enjoyed my experiences on the Board and would welcome the honor of serving my community in the same capacity, if you so desire me to.

I appreciate your consideration of this request and I am happy to answer any questions you might have concerning such.

Thank you.

Sincerely,

Pearlie Clark

Pearlie Clark
SHA Board of Commissioners

cc: Edgar Kiley, SHA Interim Executive Director
Mary Kindel, City Clerk

RECEIVED
FEB 2 3 2021
BY: MKindel

611 Church Street, Stuart, FL 34994
(772) 287-0496 phone; (772) 287-4084 fax

STUART HOUSING AUTHORITY BOARD OF COMMISSIONERS				
NAME	Current Term	Expiration	Future Terms	2021 Ratification
Barbara Dotson	4 years	2019-2023	2023-2027	
Deborah Langston	4 years	2019-2023	2023-2027	
Jennie Davis	4 years	2018-2022	2022-2026	↓
Nancy Judy	4 years	2018-2022	2022-2026	
Pearl Clark	3 years	2018-2021	2021-2025	4-Year Term, 2021 - 2025
Martha Mosley	4 years	2020-2024		
Lilly Williams	4 years	2020-2024		

City of Stuart

Mary R. Kindel | City Clerk
121 SW Flagler Ave. Stuart, FL 34994
mkindel@ci.stuart.fl.us
Phone: 772.288.5306

March 10, 2021

Pearlie Clark
SHA Board of Commission
Stuart Housing Authority
611 Church Street
Stuart, FL 34994

RE: Reappointment of the Housing Authority of the City of Stuart Board of Commissioners

Dear Ms. Clark,

The City of Stuart is in receipt of your letter requesting reappointment to the Stuart Housing Authority Board for a four-year term, extending your current term dates to May 21, 2021 through May 21, 2025.

Your reappointment to the board will go before the Stuart City Commission for approval on April 12, 2021 at the Regular City Commission Meeting held at 4:00 p.m. at City Hall, 121 SE Flagler Avenue in Stuart. A letter confirming the Board's decision will be sent to you following the meeting.

Thank you for your continued interest in serving our community and please do not hesitate to contact me if you have any questions or comments.

Sincerely,

Mary R. Kindel
City Clerk

Cc: Eula R. Clarke. Mayor, City of Stuart
Edgar Kiley, SHA Interim Executive Director

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** Pinal Gandhi-Savdas

Title of Item:

ADOPT A CDBG PROCUREMENT POLICY (RC):

RESOLUTION No. 11-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING A COMMUNITY DEVELOPMENT BLOCK GRANT PROCUREMENT POLICY; PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart applied to the Florida Department of Economic Opportunity for the Small Cities Community Development Block Grant (CDBG) in the amount of $750,000 for the Housing Rehabilitation category in November 2020.

Attached is a CDBG policy that is required to be adopted by the City prior to the grant award. Below is a summary of the policy.

The **CDBG Procurement Policy** is required to meet the conditions of 2CFR 200 and Florida Statutes Chapters 255 and 287. CDBG specific procurement standards for micro purchase, small purchase, RFPs, bids and related matters are covered. In some cases, CDBG requirements are more stringent that the City general purchasing policy. The boiler plate language is a requirement of the Small Cities CDBG Program.

Funding Source:

N/A

Recommended Action:

Adopt Resolution No. 11-2021.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution No. 11-2021	3/29/2021	Resolution add to Y drive

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 11-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING A COMMUNITY DEVELOPMENT BLOCK GRANT PROCUREMENT POLICY; PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart City Commission of Stuart, Florida wishes to undertake a Community Development Block Grant Program (CDBG) project pursuant to the requirements established by the State of Florida, Department of Economic Opportunity; and

WHEREAS, the City of Stuart, if awarded, understands it shall be contractually required to adopt a Procurement Policy designed to comply with the purchasing requirements set forth under 2 CFR 200 as well as Florida Statute Chapters 255 and 287 by the Florida Department of Economic Opportunity.

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

The City of Stuart City Commission of Stuart, Florida hereby adopts the following policy as its Community Development Block Grant Procurement Policy. This Policy shall become effective immediately upon adoption of this resolution by the City Commission of the City of Stuart, Florida.

SECTION 1. PURPOSE

This policy is adopted to assure that commodities and services for the Community Development Block Grant Programs are obtained efficiently and effectively in free and open competition and through the use of sound procurement practices. All City staff and other persons (subgrantees or contractors) with designated responsibility for the administration of CDBG award contracts are responsible for ensuring compliance with all applicable federal and state laws and regulations including Chapter 73C-23.0051(2), Florida Administrative Code, 2 Code of Federal Regulations 200.317-.326 (2CFR200.317 – 2CFR200.326), sections 255.0525 (Advertising for Bids or Proposals) and 287.055, Florida Statutes (Consultants Competitive Negotiation Act).

SECTION 2. APPLICATION OF POLICY

This policy shall apply to contracts or agreements for the procurement of all materials, supplies, services, construction and equipment for any Community Development Block Grant Program solicited or entered into after the effective date of this policy.

SECTION 3. PURCHASING DIRECTOR

The CDBG Local Government Contact shall serve as the central purchasing officer (the "Purchasing Officer") of the City for all contracts or agreements described in Section 2.

SECTION 4. PURCHASING CATEGORIES; THRESHOLD AMOUNTS

Except as to Sole Source Purchases (Section 4.06) and Cooperative Purchasing (Section 4.07), all purchases and contract awards are to be made subject to the provisions of the appropriate Section according to the following threshold amounts:

A. Small Purchases (Section 4.02) .....$ 1 to $ 1,000
B. Purchasing Quotes (Section 4.03).....$ 1,001 to $ 5,000
C. Competitive Sealed Bids/Proposals (Section 4.04 & 4.05)..... $ 5,001 and above

SECTION 4.02. SMALL PURCHASES

The purchase of commodities, equipment and services which cost less than the threshold authorized in Section 4 does not require solicitation of quotes or bids. Small purchases shall be authorized by the Purchasing Officer or his/her designees.

SECTION 4.03. PURCHASING QUOTES

The purchase of goods and services which cost within the range authorized for purchasing quotes in Section 4 shall require competitive quotations from three or more vendors. The quotations shall be obtained by the Purchasing Division and shall be reviewed and awarded by the Purchasing Officer.

SECTION 4.04. COMPETITIVE SEALED BIDDING

A. Conditions for Use. All contracts for purchases of a single item, services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section 4, where price, not qualifications, is the basis for contract award, shall be awarded by competitive sealed bidding.

B. Invitation to Bid. An invitation to bid shall be issued and shall include specifications, all contractual terms and conditions, and the place date, and time for opening or submittal. No later than five working days prior to the date for receipt of bids, a vendor shall make a written request to the City for interpretations or corrections of any ambiguity, inconsistency or error which the vendor may discover. All interpretations or corrections will be issued as addenda. The City will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any City employee prior to the opening of proposals. Only those communications which are in writing from the City may be considered as a duly authorized expression on the behalf of the City Commission. Also, only communications from firms or individuals which are in writing and signed will be recognized by the City Commission as duly authorized expressions on behalf of proposers.
   (1) Alternate(s). Alternate bids will not be considered unless authorized by and defined in the Special Conditions of the bid specifications.
   (2) Approved Equivalents. The City reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with stated requirements for equivalents in the bid conditions are subject to rejection. The procedure for acceptance of equivalents shall be included in the general conditions of the bid.

C. Public Notice. Public notice shall be made in compliance with section 255.0525 Florida Statute and 73C-23 Florida Administrative Code according to the following thresholds:
   (1) For contracts less than $200,000, the notice shall be published at least twelve (12) calendar days prior to bid opening in a newspaper of general circulation and a nearby OMB-MSA daily newspaper.
   (2) For awards greater than $200,000 but less than $500,000, the notice must be advertised at least once in a newspaper of general circulation in the county where the project is located and a nearby OMB-MSA daily newspaper at least twenty-one (21) days prior to the established bid opening and at least five (5) days prior to any scheduled pre-bid conference.
   (3) For awards greater than $500,000 the notice must be publicly advertised at least

once in a newspaper of general circulation in the county where the project is located and a nearby OMB-MSA daily newspaper at least thirty (30) days prior to the established bid opening and at least five (5) days prior to any scheduled pre-bid conference.

(4) Notice of the invitation to bid shall give the date, time, and place set forth for the submittal of proposals and opening of bids.

(5) Bids or proposals shall be received and opened at the location, date, and time established in the bid or proposal advertisement.

D. Bid Opening. Bids shall be opened publicly. The Purchasing Officer or his/her designee shall open the bids in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. The amount of each bid, and other such relevant information as may be deemed appropriate by the Purchasing Officer together with the name of each bidder, and all witnesses shall be recorded. The record (Bid Report) and each bid shall be open to public inspection.

E. Bid Acceptance and Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid, which may include, but not be limited to criteria to determine acceptability such as: inspection, testing, quality, recycled or degradable materials content, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs. No criteria may be used in bid evaluation that are not set forth in the Invitation to Bid, in regulations, or in this policy.

F. Bid Agenda Item. After evaluation, the Purchasing Officer will prepare a recommendation and shall place the item on the agenda of the City Commission.

G. Correction or Withdrawal of Bids; cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the Invitations for Bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can know by clear and convincing evidence that a mistake on a non-judgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in the bid price or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw his bid if:

(1) the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or

(2) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Purchasing Officer.

H. Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

I. Award. The contract shall be awarded with reasonable promptness to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. The City reserves the right to waive any informality in bids and to make an award in whole or in part when either or both conditions are in the best interest of the City providing that such waiver does not violate federal or state CDBG requirements. Any requirement which is waivered must be documented and kept in the file.

(1) Notice of Intended Award. The contract shall be awarded by written notice. Every

procurement of contractual services shall be evidenced by a written agreement. Notice of the intended award, including rejection of some or all of bids received, may be given by posting the bid tabulations where the bids were opened, by telephone, by first class mail, or by certified United States mail, return receipt requested, whichever is specified in bid solicitation. A vendor may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a vendor provided, stamped, self-addressed envelope for their record.

(2) Notice of Right to Protest. All notices of decision or intended decisions shall contain the statement: Failure to file a protest within the time prescribed in Section 4.08 of the CDBG Procurement Policy of the City shall, constitute a waiver of proceedings under that section of this Policy.

J. Cancellation of Invitations for Bids. An invitation for bids or other solicitation may be canceled, or any or all bids may be rejected in whole or in part when it is in the best interests of the City, as determined by the City Commission. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

K. Disqualification of Vendors. For any specific bid, vendors may be disqualified by the Purchasing Director or Purchasing Officer, for the following reasons:

(1) Failure to respond to bid invitation three consecutive times within the last eighteen (18) months period.
(2) Failure to update the information on file including address, project or service, or business description.
(3) Failure to perform according to contract provisions.
(4) Conviction in a court of law of any criminal offense in connection with the conducting of business.
(5) Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
(6) Clear and convincing evidence that the vendor has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.
(7) Failure to execute a Public Entity Crimes Statement as required by Florida Statutes Chapter 287.133(3) (a).
(8) Other reasons deemed appropriate by the City.

SECTION 4.05. COMPETITIVE SEALED PROPOSALS

All contracts for purchases of a single item or services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section 4, where qualifications, not price, is the basis for contract award, shall be awarded by competitive sealed proposals. All contracts for the procurement of professional architectural, engineering, landscape architectural, and land surveying services will be awarded according to the provisions of Section 4.051. All other contracts required to be awarded by competitive sealed proposals will be awarded according to the provisions of Section 4.052.

SECTION 4.051. PROFESSIONAL ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL, AND LAND SURVEYING SERVICES

A. Public Announcement. It is the policy of the City to publicly announce all requirements for professional architectural, engineering, landscape architectural, and land surveying services and to negotiate such contracts based on demonstrated competence and qualifications at fair and reasonable prices. In the procurement of such services, the City may require firms to submit a statement of qualifications, performance data, and other related information for the performance of professional services.

(1) Scope of Project Requirements. Prior to submission of the request for proposals for professional services an item shall be placed on the agenda for approval by the City Commission indicating the nature and scope of the professional services needed, including but not limited to the following:

(a) The general purpose of the service or study;
(b) The objectives of the study or service;
(c) Estimated period of time needed for the service or the study;
(d) The estimated cost of the service or study;
(e) Whether the proposed study or service would or would not duplicate any prior or existing study or service;
(f) List of current contracts or prior services or studies which are related to the proposed study or services;
(g) The desired qualifications, in order of importance, of the person or firm applicable to the scope and nature of the services requested.

(2) Distribution of Project Requirements. All persons on the City's vendor list who have indicated an interest in being considered for the performance of such professional services and any other additional parties deemed desirable by the Purchasing Officer shall be notified of the project requirements including a statement of relative importance of each of the requirements. The project requirements shall be accompanied by an Invitation to such persons to submit an indication of interest in performing the required services, and by notification of the date and time when such indications of interest are due. This date shall not be less than fourteen (14) calendar days from the date of public notice which the Purchasing Officer shall publish in at least one newspaper of wide general circulation in the region.

(3) Modification Prohibition. After the publicized submission time and date, indications of interest shall not be modified or allowed to be modified in any manner except for correcting of clerical errors or other similar minor irregularities as may be allowed by the Selection Committee (defined in Section 4.051B) prior to making its selection of those best qualified.

(4) Reuse of Existing Plans. There shall be no public notice requirements or utilization of the selection process as provided in this section for projects in which the City is able to reuse existing plans from a prior project. However, public notice of any plans which are intended to be reused at some future time shall contain a statement which provides that the plans are subject to reuse.

B. Selection Committee Membership and Evaluation. Depending on the expected complexity and expense of the professional services to be contracted the City may determine whether a three member or five-member selection committee will best serve the needs of the Commission.

(1) Three to Five Member Committee Composition. Membership of a selection committee shall consist of persons appointed by the Mayor.

(2) Selection Committee Evaluation. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated. Only evaluation of written responses and selected for formal interview may submit additional data. From among those persons evidencing, by timely submission of written responses, an interest in performing the services the Selection Committee shall:
(a) prepare an alphabetical list of those persons determined by the Selection Committee to be qualified, interested and available; and
(b) designate no less than three persons, unless there were less than three submissions, on the alphabetical list considered by the selection committee to be best qualified to perform the work required.

(3) Shortlisting. The best qualified respondents shall be based upon the Selection Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed. The Selection Committee shall determine qualifications, interest and availability by reviewing the written responses that express an interest in performing the services, and by conducting formal interviews of no less than three selected respondents that are determined to be best qualified based upon the evaluation of written responses. The determinations may be based upon, but not limited to, the following considerations:
(a) competence, including technical education and training, experience in the kind of project to be undertaken, availability of adequate personnel, equipment and facilities, the extent of repeat business of the persons, and person to actual cost of previous projects;
(b) current workload;

(c) financial responsibility;
(d) ability to observe and advise whether plans and specifications are being complied with, where applicable;
(e) record of professional accomplishments;
(f) proximity to the project involved, if applicable;
(g) record of performance; and
(h) ability to design an approach and work plan to meet the project requirements, where applicable.

(4) Interview and Commission Approval. After conducting the formal interviews, the Selection Committee shall list those respondents interviewed in order of preference based upon the considerations listed in subsection (4) above. The respondents so listed shall be considered to be the most qualified and shall be listed in order of preference starting at the top of the list. The list of best qualified persons shall be forwarded to the Commission for approval prior to beginning contract negotiations. Negotiation sequence shall be based on the order of preference.

C. Negotiation Staff. Contract negotiations shall be conducted by the Purchasing Officer unless the Mayor directs that negotiations be conducted by a Negotiation Committee.

Negotiation. The Purchasing Officer or the Negotiation Committee shall negotiate a contract with the firm considered to be the most qualified to provide the services at compensation and upon terms which the Purchasing Officer or the Negotiation Committee determines to be fair and reasonable to the City. In making this decision, the Purchasing Officer or the Negotiation Committee shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered. As a part of the negotiation, the Purchasing Officer or the Negotiating Committee shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price. Should the Purchasing Officer or the Negotiation Committee be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm shall be formally terminated. The Purchasing Officer or the Negotiation Committee shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Purchasing Officer or the Negotiation Committee shall formally terminate negotiations and shall then undertake negotiations with the third most qualified firm. Should the Purchasing Officer or the Negotiation Committee be unable to negotiate a satisfactory contract with any of the selected firms, the selection shall select additional firms in order of their competence and qualifications, and the Purchasing Officer or the negotiation Committee shall continue negotiations in accordance with this selection until an agreement is reached or until a determination has been made not to contract for services.

SECTION 4.052. OTHER COMPETITIVE SEALED PROPOSALS (non-287.055 services)

A. Conditions for use. All contracts required by Section 5.05 to be awarded by competitive sealed proposals that are not for the procurement of professional architectural, engineering, landscape architectural, and land surveying services, will be awarded according to the provisions of this section.

B. Consultant's Competitive Negotiation Act. Professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes), shall be secured under the provisions of Section 4.051.

C. Commission Approval. Proposals anticipated to exceed the threshold established in Section 4 for Competitive Sealed Proposals shall be approved by the City prior to solicitation.

D. Public Notice. Adequate public notice of the Request for Proposals shall be given in the same manner as provided in subsection 4.04C of this policy for competitive sealed bidding.

E. Evaluation Factors. The Request for Proposals shall state the relative importance of criteria outlined in the scope of services.

F. Proposal Cancellation or Postponement. The Purchasing Officer may, prior to a proposal opening, elect to cancel or postpone the date and/or time for proposal opening or submission.

G. Revisions and Discussions with Responsible Offerors. As provided in the request for proposals, and under regulations promulgated by the City Commission, discussions may be conducted with responsible offerors who submit proposals determined to be qualified of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by proposers prior to the Purchasing Officer making a written recommendation of award to the City Commission. As a part of the recommendation, the Purchasing Officer shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price.

H. Award. Award shall be made by the City Commission to the lowest responsible offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation criteria that is not included in the Request for Proposal.

SECTION 4.06. SOLE SOURCE PURCHASES

A. Sole Source Certification. A contract may be awarded for a supply, service, material, equipment or construction item(s) without competition when the Purchasing Officer with the concurrence of the City Clerk, certifies in writing, after conducting a good faith review of available sources, that there is only one available source for the required material, supply, service equipment, or construction item(s). Such awards will be made within the authorized procurement limits. When a purchase exceeds five thousand dollars ($5,000), the item will be placed on the agenda for Commission approval and clarification that the vendor has been determined to be a sole source. When a purchase exceeds ($25,000) it will require prior FDEO approval.

SECTION 4.07. COOPERATIVE PURCHASING

A. State Contracts. The Purchasing Officer is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the respective state contracts of the Department of General Services, subject otherwise to the requirements of this policy.

B. Other Governmental Units. The Purchasing Officer shall have the authority to join with other units of government in cooperative purchasing ventures when the best interest of the City would be served thereby, and the same is in accordance with this policy and with City and State law.

SECTION 4.08. BID PROTEST

A. Right to Protest. Any actual prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award or contract may protest to the City Commission. Protestors shall seek resolution of their complaints initially with the Purchasing Officer and secondly with the City Clerk prior to protesting to the City Commission.

B. Filing a Protest. Any person who is affected adversely by the decision or intended decision of the City shall file with the Purchasing Officer a notice of protest in writing within seventy-two (72) hours after the posting of the bid tabulation or after receipt of the notice of intended decision and file a formal written protest within ten (10) calendar days after the date he/she filed the notice of protest. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this Section. A written protest is filed with the City when it is delivered to and received in the office of the

Purchasing Officer.

(1) The notice of protest shall contain at a minimum: the name of the bidder; the bidder's address and phone number; the name of the bidder's representative to whom notices may be sent; the name and bid number of the solicitation; and a brief factual summary of the basis of the protest.

(2) The formal written protest shall: identify the protestant and the solicitation involved; include a plain, clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protestant deems applicable to such grounds; and specifically request the relief to which the protestant deems himself entitled by application of such authorities to such grounds.

C. Settlement and Resolution. The Purchasing Officer shall, within fourteen (14) days of the formal written protest, attempt to resolve the protest prior to any proceedings arising from the position. Provided, however, if such settlement will have the effect of determining a substantial interest of another party or business, such settlement must be reached in the course of the proceedings provided herein.

D. Protest Proceedings. If the protest cannot be resolved by mutual agreement, the Purchasing Officer shall conduct or designate another to conduct a protest proceeding pursuant to the following procedures.

(1) Protest Proceeding Procedures

(a) The presiding officer shall give reasonable notice to all substantially affected persons of businesses. Otherwise petitions to intervene will be considered on their merits as received.

(b) At or prior to the protest proceeding, the protestant may submit any arguments which he/she deems relevant to the issues raised.

(c) In the proceeding, the protestant, or his representative or counsel, may also make an oral presentation of his evidence and arguments. However, neither direct nor cross examination of witness shall be permitted, although the presiding officer may make whatever inquiries he/she deems pertinent to a determination of the protest.

(d) The judicial rules of evidence shall not apply, and the presiding officer shall base his/her decision on such information given during the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.

(e) Within seven (7) working days of the conclusion of the proceeding, the presiding officer shall render a decision which sets forth the terms and conditions of any settlement reached. Such decision of the presiding officer shall be conclusive as to the recommendation to the City Commission.

(f) Any party may arrange for the proceedings to be steno-graphically or video recorded and shall bear the expense of such recording.

(2) Intervenor. The participation of intervenors shall be governed by the terms of the order issued in response to a petition to intervene.

(3) Time Limits. The time limits in which protests must be filed as provided herein may be altered by specific provisions in the invitation for bids or request for proposals documents.

(4) Entitlement to Costs. In no case will the protesting bidder or offeror be entitled to any costs incurred with the solicitation, including bid preparation costs and attorney's fees.

E. Stay of Procurement During Protests. In the event of a timely protest under Subsection A of this Section, the Purchasing Officer shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or unless the City Commission makes a determination that the award of a contract without delay is necessary to protect the substantial interests of the City.

SECTION 4.09. CONTRACT CLAIMS

A. Authority of the Purchasing Officer to Settle Bid Protests and Contract Claims. The Purchasing Officer is authorized to settle any protest regarding the solicitation or award of a City contract, or any claim arising out of the performance of a City, prior to an appeal to the City Commission or the commencement of an action in a court of competent

jurisdiction of $1,000.00 or greater in value without the prior approval of the City Commission.

B. Decision of the Purchasing Officer. All claims by a contractor against the City relating to a contract, except bid protest, shall be submitted in writing to the Purchasing Officer for a decision. The contractor may request a conference with the Purchasing Officer on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

C. Notice to the Contractor of the Purchasing Officer's Decision. The decision of the Purchasing Officer shall be promptly issued in writing and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached and shall inform the contractor of his appeal rights under Subsection D of this Section.

D. Finality of the Purchasing Officer Decision; Contractor's Right to Appeal. The Purchasing Officer's decision shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the contractor file a notice of appeal with the City Commission.

E. Failure to Render Timely Decision. If the Purchasing Officer does not issue a written decision regarding any contract controversy within fourteen (14) calendar days after receipt of a written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been issued.

SECTION 4.10. REMEDIES FOR SOLICITATIONS OR AWARDS IN VIOLATION OF LAW

A. Prior to Bid Opening or Closing Date for receipt of Proposals. If prior to the bid opening or the closing date for receipt of proposals, the Purchasing Officer after consultation with the City Attorney, determines that a solicitation is in violation of federal, state or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable law.

B. Prior to Award. If after bid opening or the closing date for receipt of proposals, but prior to the award contract, the Purchasing Officer after consultation with the City Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law or ordinance, then the solicitation or proposed award shall be canceled.

C. After Award. If, after award, the Purchasing Officer after consultation with the City Attorney, determines that a solicitation or award of a contract was in violation of applicable law or ordinance, then:

(1) if the person awarded the contract has not acted fraudulently or in bad faith:
   (a) the contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the City; or
   (b) the contract may be terminated, and the person awarded the contract shall be compensated for the actual costs reasonable incurred under the contract plus a reasonable profit, but excluding attorney's fees, prior to termination; or

(2) if the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interest of the City.

SECTION 5. CONTRACT ADMINISTRATION

SECTION 5.1. CONTRACT PROVISIONS

A. Standard Contract Clauses and Their Modification. The City after consultation with the City Attorney may establish standard contract clauses for use in City contracts. However,

the Purchasing Officer may, upon consultation with the City Attorney, vary any such standard contract clauses for any particular contract.

B. Contract Clauses. All City contracts for supplies, services and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing Officer after consultation with the City Attorney may propose provisions appropriate for supply, service, or construction contracts, addressing among others the following subjects:

(1) The unilateral right of the City to order, in writing, changes in the work within the scope of the contract;
(2) The unilateral right of the City to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
(3) Variations occurring between estimated quantities or working contract and actual quantities;
(4) Defective pricing;
(5) Time of performance and liquidated damages;
(6) specified excuses for delay or nonperformance;
(7) Termination of the contract for default;
(8) Termination of the contract in whole or in part for the convenience of the City;
(9) Suspension of work on a construction project ordered by the City;
(10) Site conditions differing from those indicated in the contract, or ordinarily Encountered, except that a differing site conditions clause need not be included in a contract;
    (a) When the contract is negotiated;
    (b) When the contractor provides the site or design; or
    (c) When the parties have otherwise agreed with respect to the risk of differing site conditions;
(11) Value engineering proposals;
(12) Remedies;
(13) Access to records/retention records;
(14) Environmental compliance; and
(15) Prohibition against contingent fees;
(16) insurance to be provided by contractor covering employee, property damage, liability and other claims, with requirements of certificates of insurance and cancellation clauses;
(17) Bonding requirements as set by the City Commission;
(18) Causes of and authorization for suspension of contract for improper contractor activity.
(19) The required contract clauses, as modified, under 2 CFR 200.326 and 2 CFR Part 200, Appendix II

C. FDEO APPROVAL. All contracts and agreements, and any and all amendments, extensions, modifications, and material changes thereto, being reimbursed with Community Development Block Grant (CDBG) funds, shall be submitted to the Florida Department of Economic Opportunity (FDEO) for prior, written approval by FDEO.

SECTION 5.2. PRICE ADJUSTMENTS

A. Methods of Price Adjustment. Adjustments in price during the term of a contract shall be computed in one or more of the following ways upon approval by the City:

(1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
(2) By unit prices specified in the contract or subsequently agreed upon;
(3) by the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon by the City;
(4) In such other manner as the contracting parties may mutually agree;
(5) in the absence of agreement by the parties, by a unilateral determination by the City of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the City, subject to the provisions of this section.

B. Cost or Pricing Data Required. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of this Section.

SECTION 5.3. CHANGE ORDERS/CONTRACT AMENDMENTS

Change orders and contract amendments, which provide for the alteration of the provisions of a contract, may be approved by the Purchasing Officer based upon the dollar value of the change or amendment. The purchasing categories thresholds designated in Sections 4.01 shall govern the appropriate level of approval.

SECTION 5.4. ASSIGNMENT OF CONTRACTS

No agreement made pursuant to any section of this policy shall be assigned or sublet as a whole or in part without the written consent of the City nor shall the contractor assign any monies due or to become due to the contractor hereunder without the previous written consent of the City.

SECTION 5.5. RIGHT TO INSPECT PLANT

The City may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by the City. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving the City.

SECTION 6. RIGHTS OF CITY COMMISSION

Nothing in this Policy shall be deemed to abrogate, annul, or limit the right of the City Commission, in the best interests of the City, to reject all bids received in response to a request, to determine in its sole discretion the responsiveness and responsibility of any bidder, to approve and authorize or to enter into any contract it deems necessary and desirable for the public welfare, or to vary the requirements of the Policy in any instance when desirable for the public good provided that such waiver doesn't violate Federal or State CDBG program requirements.

SECTION 7. CITY PROCUREMENT RECORDS

A. Contract File. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the City in a contract file.

B. Retention of Procurement Records. All procurement records shall be retained and disposed of by the City in accordance with records retention guidelines and schedules established by the State of Florida.

SECTION 8. SPECIFICATIONS

SECTION 8.1. MAXIMUM PRACTICABLE COMPETITION

All specifications shall be drafted to promote overall economy and encourage competition in satisfying the City needs and shall not be unduly restrictive. This policy applies to all specifications including, but not limited to, those prepared for the City by architects, engineers, designers, and draftsmen.

SECTION 8.2. USE OF BRAND NAME OR EQUIVALENT SPECIFICATIONS

A. Use. Brand name or equivalent specifications may be used when the City determines that:
   (1) No other design, performance, or qualified product list is available;
   (2) Time does not permit the preparation of another form of purchase description, not including a brand name specification;
   (3) The nature of the product or the nature of the City requirements makes use of a brand name of equivalent specification suitable for the procurement; or
   (4) Use of a brand name or equivalent specification is in the City's best interest.

B. Designation of Several Brand Names. Brand name or equivalent specifications shall seek to designate three, or as many different brands as are practicable, as "or equivalent" references and shall further state the substantially equivalent products to those designated may be considered for award.

C. Required Characteristics. The brand name or equivalent specifications shall include a description of the particular design, functional, or performance characteristics required.

D. Nonrestrictive Use of Brand Name or Equivalent Specifications. Where a brand name or equivalent specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

E. Determination of Equivalents. Any prospective bidder may apply, in writing, for a pre-bid determination of equivalence by the Purchasing Director. If sufficient information is provided by the prospective bidder, the Purchasing Director may determine, in writing and prior to the bid opening time, that the proposed product would be equivalent to the brand name used in the solicitation.

F. Specifications of Equivalents Required for Bid Submittal. Vendors proposing equivalent products must include in their bid submittal the manufacturer's specifications for those products. Brand names and model numbers are used for identification and reference purpose only.

SECTION 8.3. BRAND NAME SPECIFICATIONS

A. Use of Brand Name Specifications. Since use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Director decides that only the identified brand name item or items will satisfy the City needs.

B. Competition. The Purchasing Director shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 4.06, Sole Source Purchases.

SECTION 9. ETHICS IN PUBLIC CONTRACTING

SECTION 9.1. CRIMINAL PENALTIES

To the extent that violations of the ethical standards of conduct set forth in this section constitute violations of the State Criminal Code they shall be punishable as provided therein. Such penalties shall be in addition to civil sanctions set forth in this part.

SECTION 9.2 EMPLOYEE CONFLICT OF INTEREST

A. Participation. It shall be unethical for any City employee, officer or agent to participate directly or indirectly in a procurement or administration of a contract. A conflict of interest would arise when:
   (1) The City employee, officer or agent;
   (2) Any member of his immediate family;
   (3) His or her partner; or
   (4) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

B. Blind Trust. A City employee, officer or agent or any member of their family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

SECTION 9.3. CONTEMPORANEOUS EMPLOYMENT PROHIBITED

It shall be unethical for any City employee who is participating directly or indirectly in the procurement process to become or to be, while such a City employee, the employee of any person contracting with the City.

SECTION 9.4. USE OF CONFIDENTIAL INFORMATION

It shall be unethical for any employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

SECTION 9.5. GRATUITIES AND KICKBACKS

A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any City employee, officer or agent or for any City employee, officer or agent to solicit, demand, accept, or agree to accept from another, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase requests, influencing the content of any specification or procurement standard rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

C. Contract Clause. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation, therefore.

SECTION 9.6. SANCTIONS

A. Employee Sanctions. Upon violation of the ethical standards by an employee officer or agent the City, or other appropriate authority may:
   (1) impose one or more appropriate disciplinary actions as defined in the City Personnel rules and Regulations, up to and including termination of employment; and
   (2) may request investigation and prosecution.

B. Non-employee Sanctions. The Commission may impose any one or more of the following sanctions on a non-employee for violation of the ethical standards:
   (1) written warnings;
   (2) termination of contracts; or
   (3) debarment or suspension in accordance with applicable state and federal laws.

SECTION 9.7. RECOVERY OF VALUE TRANSFERRED OR RECEIVED IN BREACH OF ETHICAL STANDARDS

A. General Provisions. The value of anything being transferred or received in breach of the ethical standards of this policy by a City employee or non-employee may be recovered from both City employee and non-employee.

B. Recovery of Kickbacks by the City. Upon showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickback. Recovery from one offending party shall not preclude recovery from other offending parties.

SECTION 10. FEDERAL POLICY NOTICE

SECTION 10.1. PATENTS

If a contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, then the contract shall include the following provisions.

A. Notice to Contractor. The contract shall give notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of, and rights to, any discovery or invention arising out of the contract.

B. Notice By Contractor. The contract shall require the contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

SECTION 10.2. NOTICE OF FEDERAL PUBLIC POLICY REQUIREMENTS

A. Applicability. If the contract is being funded in whole or in part by assistance from any federal agency, the contract is subject to one or more federal public policy requirements such as:
   (1) Equal employment opportunity;
   (2) Affirmative action;
   (3) Fair labor standards;
   (4) Energy conservation;
   (5) Environmental protection; or
   (6) Other similar socio-economic programs

B. Notice. The Purchasing Director shall include in the contract all appropriate provisions giving the contractor notice of these requirements. Where applicable, the Purchasing Director shall include in the contract provisions the requirement that the contractor give similar notice to all its subcontractors.

SECTION 11. PAYMENT TO VENDORS

All payment to vendors shall also be in accordance with the amended "Prompt Payment Act", Chapter 218.70-218.80, and Florida Statutes.

SECTION 12. AFFIRMATIVE ACTION PROGRAM

A. Purpose and Scope. The purpose of the Affirmative Action Program is to enhance the participation of qualified minority and women-owned businesses in providing goods and services and construction contracts required by the City Commission. This program describes procedures to accomplish this purpose and to monitor and evaluate progress. All Departments and Divisions under the jurisdiction of the City Commission are responsible for implementing this program.

B. Policy Statement.
   (1) It is the policy goal of the City that all the Commission approved procurement as contained with both operating and capital improvement budgets shall be:
      (a) made available to all qualified applicants for equal consideration regardless of race, color, religion, sex, national origin, disability, age, or genetics; and
      (b) let through a race neutral, competitive bid process that encourages the participation of minority and women businesses or persons.
   (2) All departments and divisions under the jurisdiction of the City Commission are responsible for implementing this program and for making every reasonable effort to utilize MBEs when opportunities are available. The Purchasing Officer will take the lead role in this process by taking active steps to encourage minority or women owned businesses.
   (3) Regarding the implementation of this policy, it is the Commission's intent to foster economic development in the City's area by establishing its MBE goals based on availability of minority and women-owned businesses located within the City. This is in no way intended to limit or restrict competition. Rather, availability of area companies will be used to guide MBE goals. Such geographical preference may be adjusted, amended or repealed by the City Commission, with or without a public hearing, as deemed necessary provided such decision does not violate state or

federal CDBG program requirements.

C. Definition. Minority Business Enterprise (MBE) as used herein, means a business that is owned and controlled at least fifty-one (51%) by one or more minority persons (MBE) or by one or more women (WBE) and whose management and daily operations are controlled by one or more such persons.

D. Administrative Responsibilities. The Purchasing Officer is responsible for the coordination of the Affirmative Action Program and registration.

(1) Capital Improvement Projects

(a) Review

The Purchasing Officer and an appropriate department representative shall review each proposed project or bid to determine potential for utilization of MBE/WBEs availability of capable MBE/WBEs in the area in relation to the scope of the bid package and considers how a project might be broken down into sub-bids.

(b) Pre-Bid Activity

(1) Language regarding the Minority Business Enterprise Program will be inserted into bid specifications to assure that prospective bidders are aware of a requirement to make good faith efforts to utilize MBE/WBEs.

(2) Registered MBE/WBEs, the Minority Contractors Association and other organizations for minority and women owned businesses will be notified in writing regarding pre-bid conferences where information on project scope and specifications will be presented, along with other types of technical assistance.

(3) Available plans and specifications will be made available to MBE/WBE associations along with any special instructions on how to pursue bids.

(4) Majority (prime) contractors on a bid list will be sent a letter outlining the Affirmative Action Program procedures, the supportive documentation required for submittal with their bid, and a list of MBE/WBE contractors on the bid list.

(5) No contractor will be awarded a bid until the contractor has provided specific detailed documentation on how MBE/WBEs will be utilizes, and such a plan is approved by the Commission.

(6) The MBE/WBE participation plan for a specific project and the contractor commitment to carry out the program will become a part of the contract awarded by the City. Failure to keep these commitments will be deemed noncompliance with the contract and may result in a breach of contract.

(2) Contractor Responsibilities

(a) Contractors must indicate all MBE/WBEs contracted for quotes regarding a particular scope of work and submit a completed "Intent to Perform" sheet containing information and documentation obtained from each MBE/WBEs.

(b) A contractor who determines that an MBE/WBEs, names in the bid submittal, is unavailable or cannot perform will request approval from the Purchasing Officer to name an acceptable alternate. Such requests will be approved when adequate documentation of cause for the change is presented by the contractor.

(c) A contractor's MBE/WBE plan will utilize MBE/WBEs to perform commercially useful functions in the work bid. An MBE/WBE is performing a commercially useful function when it is responsible for the management and performance of a distinct element of the total work.

(d) Contractors are required to make good faith efforts to obtain MBE/WBE participation when so stipulated by bid specifications and/or contracts. If these efforts are unsuccessful, the contractor will submit a non-availability or refusal to participate and will request waiver of MBE/WBE participation.

(e) The contractor who is the successful bidder will attend pre-construction conferences with appropriate City representatives to review the project

scope and the MBE/WBE utilization plan.

(f) The contractor who is the successful bidder must request a change order for any modification to the MBE/WBE plan. Change orders require Commission approval and are contingent on contractor documentation of MBE/WBE involvement in the change requested and documentation of cause for the change.

(3) WBE/MBE Contractor's Responsibilities

(a) MBEs/WBEs must register with the Purchasing Officer in order to participate in the Affirmative Action Program.

(b) MBEs/WBEs should attend pre-construction conferences to obtain information and technical assistance on projects and bid procedures in which they (MBE/WBEs) have submitted bids.

(4) Joint Venture Responsibilities

(a) All joint ventures between minority and non-minority contractors must meet the "joint venture" definition included in this Policy.

(b) The use by MBE/WBEs or prime contractors of "minority fronts" or other fraudulent practices which subvert the true meaning and spirit of the Minority Business Enterprise Program, will not be tolerated and may result in termination of participation.

(c) A joint venture consisting of minority and non-minority business enterprises will be credited with MBE/WBE participation based on the percentages of the dollar amount of the work to be performed by the MBE/WBEs.

(d) Contracts subject to this policy shall contain provisions stating that liquidated damages may be assessed against the general contractor and/or the MBE/WBE firm for violations of this policy and MBE/WBE specifications in the contract(s). Such liquidated damage provisions shall be in a form approved by the Commission.

E. Fulfilling MBE/WBE Participation Requirements

For the purpose of this policy, a general contractor may utilize the services of a MBE/WBE subcontractor, manufacturer, and/or supplier in estimating and satisfying the scope of work, provided that written contract/agreement is executed between the general contractor and the subcontractor, manufacturer, and/or the supplier.

F. Payment

(1) Payment will be expedited by the Commission within thirty (30) days upon completion and acceptance of the project. Special consideration may be given to hardship cases upon notification by MBE/WBEs.

(2) The City will provide work progress payments to all businesses at the completion and subsequent acceptance by Commission representatives within various stages of a particular project.

G. Waiver of Bid Bond Requirements

The Commission may, at its discretion, waive any of the requirements of this Section when it is determined to be in the best interest of the City "provided that such waiver does not violate state or federal requirements."

H. Bid List

A bid list for the purpose of bid solicitations shall be maintained by the City. The list shall consist of firms that apply.

(1) The City may remove firms from the bid list for any of the following reasons:

(a) Consistent failure to respond to bid invitations (three (3) consecutive instances) within the last eighteen (18) month period; or

(b) Failure to update the information on file including address, product or service description or business description.

(2) The City may remove firms from the bid list for the following reasons:

(a) Failure to perform according to contract provisions;

(b) Conviction in a court of law of any criminal offense in connection with the conduct of business;

(c) Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals or awarding of contracts;

(d) Clear and convincing evidence that the vendor has attempted to give a Commission employee, officer or agent a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Commission's purchasing activity;

(e) Violation or circumvention of the Minority Business Enterprise Program; or

(f) Other reasons deemed appropriate by the City Commission.

(3) This policy is consistent with and subordinate to the City Procurement Policy. Wherever conflicts may exist, the provision in the CDBG Procurement Policy will prevail.

J. Reporting

The Purchasing Officer or designated person will report, at least annually, to the Commission on the status of the Minority Business Enterprise Program. Records will be maintained reflecting participation of local minority and women owned businesses and shall be reported.

K. Severability Clause

Each separate provision of this program is deemed independent of all other provisions herein so that if any provision or provisions be declared invalid, all other provisions hereof shall remain valid and full force and effect.

SECTION 13: EQUAL OPPORTUNITY STATEMENT

A. Policy Statement: The City of Stuart is committed to eliminating discrimination based upon race, color, religion, sex or gender, sexual orientation, gender identity or expression, National origin, disability, age, genetics, marital or familial status, amnesty, citizenship, status as a covered veteran or any other status protected by law regarding employment or contracting opportunities offered through the City for projects funded wholly or in part by the CDBG Program.

B. Administrative Responsibilities: The City Clerk shall serve as the Equal Opportunity Officer.

SECTION 14: RESERVATION OF AUTHORITY

The authority to issue or revise this policy is reserved to the City Commission.

SECTION 15: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
EULA R. CLARKE, MAYOR				
MERRITT MATHESON, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				
MIKE MEIER, COMMISSIONER				

ADOPTED this ___ day of _____, 2021.

ATTEST:

MARY R. KINDEL CITY CLERK	EULA R. CLARKE MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** Pinal Gandhi-Savdas

Title of Item:

ADOPT AFFIRMATIVE ACTION/EEO POLICY (RC):

RESOLUTION No. 12-2021; A RESOLUTION OF THE CITY OF STUART CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING A POLICY RELATING TO THE EMPLOYMENT OF SMALL, WOMEN OWNED AND MINORITY BUSINESSES FOR USE IN ADMINISTERING COMMUNITY DEVELOPMENT BLOCK GRANTS; ADOPTING A POLICY RELATING TO THE EMPLOYMENT OF MINORITIES BY THE CITY OF STUART; PROVIDING DEFINITIONS; DEFINING AN ACTION PLAN; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart applied to the Florida Department of Economic Opportunity for the Small Cities Community Development Block Grant (CDBG) in the amount of $750,000 for the Housing Rehabilitation category in November 2020.

Attached is a CDBG policy that is required to be adopted by the City prior to the grant award. Below is a summary of the policy.

The **Affirmative Action/EEO** is required for covering efforts to hire MBE/WBE contractors and employment efforts to hire minorities under the Housing and Urban Development Act of 1968. Solicitation of MBE/WBE firms during any procurement of services or materials and solicitation of minorities during hiring for any City positions. Affirmative steps are outlined to show documentation of efforts to hire MBE/WBE. Non-discrimination in hiring of employees is covered. The boiler plate language is required by the Small Cities CDBG program.

Funding Source:

N/A

Recommended Action:

Adopt Resolution No. 12-2021.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution No. 12-2021	3/29/2021	Resolution add to Y drive

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 12-2021

A RESOLUTION OF THE CITY OF STUART CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING A POLICY RELATING TO THE EMPLOYMENT OF SMALL, WOMEN OWNED AND MINORITY BUSINESSES FOR USE IN ADMINISTERING COMMUNITY DEVELOPMENT BLOCK GRANTS; ADOPTING A POLICY RELATING TO THE EMPLOYMENT OF MINORITIES BY THE CITY OF STUART; PROVIDING DEFINITIONS; DEFINING AN ACTION PLAN; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart City Commission of Stuart, Florida desires to establish a policy supporting small, women owned and minority businesses; and

WHEREAS, the City of Stuart City Commission of Stuart, Florida recognizes an opportunity to affirmatively support small, women owned and minority business in those programs directly funded by the U.S. Department of Housing and Urban Development; and

WHEREAS, the City of Stuart City Commission of Stuart, Florida desires to bring the percentage of minorities employed by the City more closely in line with its percentage of minorities who live in the City; and

WHEREAS, the City of Stuart City Commission of Stuart, Florida recognize the need to adopt an action plan to implement such goals; and

WHEREAS, the City of Stuart City Commission of Stuart, Florida recognizes the City as an Equal Employment Opportunity Employer.

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

SECTION 1. POLICY RELATING TO THE EMPLOYMENT OF SMALL, WOMEN OWNED AND MINORITY BUSINESSES

It shall be the policy of the City of Stuart City Commission of Stuart, Florida when soliciting for projects that involve Community Development Block Grant federal funding to require each department, agency, entity, or agent of the City to promote and assist small, women owned and minority businesses in gaining entry to do business with the City of Stuart, Florida. By assisting small, women owned and minority businesses, the City will help to expand and develop the small, women owned and minority section in and around the City of Stuart, Florida.

For projects assisted by programs providing direct financial assistance from the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the City will include the Section III clause of the Housing and Urban Development Act of 1968 in all contracts for work connected with the projects. The City will also comply with the Section III clause in the administration of Community Development Block Grant programs, which requires:

1. To the greatest extent feasible, opportunities for training and employment are given to low income project area residents;

2. To the greatest extent feasible, contract for work in connection with the project will be awarded to businesses located in, or owned in substantial part by persons residing in the project area;

3. Certifying that parties to the contracts are under no obligation, which would prevent them from complying;

4. Insuring that the contractor will send labor organizations with which he or she has had a collective bargaining agreement a notice stating his or her commitments under this section and post this notice in places available to employees;

5. Insuring that the contractor will include a "Section III Clause" in every subcontract;

6. Insuring that the contractor will not subcontract with anyone that has previously violated "Section III" requirements;

7. Obligate the contractor to provide a preliminary statement of work force needs prior to signing the contract;

8. Include "Section III" requirements in Community Development Block Grant bid invitations and contract specifications;

9. Cooperate with the Secretary of Housing and Urban Development in obtaining compliance from the recipient of the grant's contractors;

10. Submit to compliance reviews by the HUD when necessary; and,

11. Permit HUD access to all required records, accounts, reports, books, etc.

It is understood however, that while every opportunity will be afforded to small and minority businesses to enable them to bid on City of Stuart's Community Development Block Grant federally funded projects, contracts will continue to be awarded to the lowest or best responsible bidder.

SECTION 2. POLICY RELATING TO THE EMPLOYMENT OF MINORITIES BY THE CITY OF STUART

It shall be the goal of the City of Stuart City Commission of Stuart, Florida to attempt to increase the percentage of minority City employees at the rate of .1 percent of the City's total employee base, per year until the percentage of minority City employees is equal to that of the minority City population.

The City of Stuart is an equal opportunity employer. No person is unlawfully excluded from consideration for employment because of race, creed, color, religion, national origin, ancestry, gender, age, veteran status, familial status, disability or genetics.

The City will attempt to attain the goal by doing the following:

1. The City will advertise every open position in a newspaper of general circulation within the City prior to filling the open position when the position has not already been filled through existing procedures or policies providing for promotion from within and from Job Service applicants.

2. Stating in every advertisement that the City is an equal opportunity employer and does not discriminate in its hiring practice.

While the City of Stuart will attempt to attain the minority employment goal stated herein the following is understood:

1. The City of Stuart will attempt to hire the best qualified person for each available position, regardless of race.

2. While the City of Stuart will attempt to attain the employment, goal set forth herein; the goal is only that and the City accepts no liability if the goal stated herein is not reached.

SECTION 3. DEFINITIONS

1. SMALL BUSINESS-An independently owned and operated business concern which employs twenty-five (25) or fewer permanent full-time employees, and which has a net worth of not more than one million dollars as applicable to sole proprietorships; the one million dollar net worth requirement shall include both personal and business investments.

2. WOMEN BUSINESS ENTERPRISES-Any small business concern which is organized to engage in commercial transaction, which is at least fifty-one (51) percent

owned by women and whose management and daily operations are controlled by such person. A minority business enterprise may primarily involve the practice of a profession.

3. MINORITY BUSINESS ENTERPRISES-Any small business concern which is organized to engage in commercial transaction, which is at least fifty-one (51) percent owned by minority persons and whose management and daily operations are controlled by such person. A minority business enterprise may primarily involve the practice of a profession.

4. CERTIFIED MINORITY BUSINESS ENTERPRISES-A business enterprise which has been certified by the State of Florida Department of General Services to be a minority business enterprise in accordance with the provision of the Small and Minority Business Assistance Act of 1985.

5. MINORITY PERSON-A person whose race is Black, American Indian, Alaskan Native, Asian or Pacific Islander.

SECTION 4. ACTION PLAN

In that the City of Stuart will continuously seek to administer programs funded in part or in total by allocations directly or indirectly from the U.S. Department of Housing and Urban Development, the City desires to enhance the opportunities for small and minority businesses and local businesses to participate in Community Development Block Grants with the City.

To accomplish this objective, the City of Stuart City Commission of Stuart, Florida, establishes and implements the following steps to facilitate the deployment of affirmative action in expenditures for contractual services, commodities and construction contracts on Community Development Block Grant federally funded projects:

1. To utilize the news media, State Department of General Services list of small, women owned or minority business concerns, local advertising services, citizens advisory boards, regional planning Commissions, listings by federal agencies, and other appropriate sources to identify small, women owned and minority business concerns for possible involvement with the City's Community Development Block Grant federally funded contracts.

2. To maintain and update the listing of small, women owned and minority business concerns and notify them of Community Development Block Grant federally funded contracting opportunities with the City.

3. To maintain records (copies of memoranda, general correspondence, etc.) to document that all steps in the action plan have been followed.

4. To establish or utilize an existing position to function as the equal opportunity officer to coordinate the implementation of the Affirmative Action Plan with operators of Community Development Block Grant federally funded City administered projects and programs.

SECTION 5. This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
EULA R. CLARKE, MAYOR				
MERRITT MATHESON, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				
MIKE MEIER, COMMISSIONER				

ADOPTED this ___ day of _____, 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** Pinal Gandhi-Savdas

Title of Item:

ADOPT CDBG ANTI-DISPLACEMENT AND RELOCATION POLICY (RC):

RESOLUTION No. 13-2021; A RESOLUTION OF THE CITY OF STUART CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING A COMMUNITY DEVELOPMENT BLOCK GRANT CITIZEN ANTI-DISPLACEMENT POLICY; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart applied to the Florida Department of Economic Opportunity for the Small Cities Community Development Block Grant (CDBG) in the amount of $750,000 for the Housing Rehabilitation category in November 2020.

Attached is a CDBG policy that is required to be adopted by the City prior to the grant award. Below is a summary of the policy.

The **Anti-Displacement and Relocation Policy** is required to comply with 24 CFR Part 570 and 49 CFR Part 24 including the Uniform Relocation Act. It lays out measures the City will take to avoid displacement of homeowners, and how the City will deal with temporary displacement due to home repairs, and permanent displacement under the Uniform Relocation Act. Voluntary and involuntary displacement are defined. The boiler plate language is required by the Small Cities CDBG Program.

Funding Source:

N/A

Recommended Action:

Adopt Resolution No. 13-2021.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution No. 13-2021	3/29/2021	Resolution add to Y drive

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 13-2021

A RESOLUTION OF THE CITY OF STUART CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING A COMMUNITY DEVELOPMENT BLOCK GRANT CITIZEN ANTI-DISPLACEMENT POLICY; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart City Commission of Stuart, Florida wishes to undertake a Community Development Block Grant Program (CDBG) project pursuant to the requirements established by the State of Florida, Department of Economic Opportunity; and

WHEREAS, the City of Stuart, if awarded, understands it shall be contractually required to adopt a CDBG compliant Anti-Displacement Policy.

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

The City of Stuart City Commission of Stuart, Florida hereby adopts the following CDBG Anti-Displacement Policy. This Policy shall become effective immediately upon adoption of this resolution by the City Commission of the City of Stuart, Florida.

SECTION 1. DISPLACEMENT AVOIDANCE POLICY

The City of Stuart City Commission is committed to a policy to make all reasonable efforts to ensure that activities undertaken through the use of Community Development Block Grant (CDBG) and/or other federal funding will not cause unnecessary displacement or relocation. Such federally funded programs will be administered in such a manner that careful consideration is given during the planning phase with regard to avoiding displacement. The City of Stuart City Commission will also provide information to and keep citizens involved in the process regarding pending land use changes, zoning and rezoning actions that

threaten the preservation of residential areas. Involuntary displacement shall be reserved as a last resort action necessitated only when no other alternative is available and when the activity is determined necessary in order to carry out a specific goal or objective that is of benefit to the public. In this case, community development and housing programs will be planned in a manner which avoids displacement of households or business.

However, "voluntary" relocation (temporary or permanent) may be necessary in order to achieve a benefit to a household or business (such as rehabilitation or replacement of the building). Such benefits shall be identified and requested by the displaced. Voluntary relocation may also occur when a property owner voluntarily offers his home or business property for sale to the City of Stuart City Commission. In these cases, the seller may be required to waive rights as a condition of sale of the property, and the Uniform Relocation Act provisions will govern actions of the City of Stuart City Commission and/or its representative. 24 C.F.R. Part 570, as may be amended or superseded, is a governing document on displacement and is incorporated by reference. 49 C.F.R. Part 24, as may be amended or superseded, provides Uniform Relocation Act information and is incorporated by reference. As pertains to the City of Stuart City Commission Tenant Assistance, Relocation and Real Property Acquisition Plan, the U.S. Department of Housing and Urban Development Handbook #1378, shall be adopted in its entirety as a part of this policy as amended.

1. Definitions of "Standard" and "Non-Standard Suitable for Rehabilitation" Dwelling Unit Condition
In the absence of federal and state provided definitions, the following is provided to establish a frame of reference and context when dealing with matters of displacement and/or relocation as defined in 24 C.F.R. Part 570 and 49 C.F.R. Part 24, all as amended or superseded.

   A. Standard Condition

   A dwelling unit is considered "standard" if it has no major defects or only slight defects which are correctable through the course of regular maintenance. It must be in total compliance with
   applicable city housing and occupancy codes; be structurally sound, watertight, and in good repair; be adequate in size with respect to number of rooms and area of living space and contain the following:

   1. A safe electrical wiring system adequate for lighting and other normal electrical devices.

   2. A separate, well-lighted and ventilated bathroom that provides user privacy and contains a sink, commode, and bathtub or shower stall, all in good working order and properly connected.

   3. An appropriate, sanitary and approved source of hot and cold potable water.

   4. An appropriate, sanitary and approved sewage drainage system.

   5. A fully usable sink in the kitchen, attached to a potable water source.

   6. Adequate space and service connections for a stove and a refrigerator.

   7. An unobstructed egress to a safe, open area at ground level.

   8. Contain a heating system capable of sustaining a healthful temperature.

9. Have no barriers which would preclude ingress or egress if the occupant is handicapped.

10. Meet the Section 8 Housing Quality Standards.

11. Comply with the lead-based paint requirements of 24 C.F.R. Part 35, as amended or superseded.

12. Meet the requirement of the local existing Housing Code.

Failure to meet any of these criteria automatically causes a dwelling to not be considered "standard."

B. Substandard Condition Suitable for Rehabilitation

A dwelling unit is considered substandard if it does not fully comply with the standard criteria, does not comply with the adopted existing housing code, has minor defects which require a certain amount of correction but can still provide safe and adequate shelter, does not meet the HUD Section 8 Housing Quality Standards, or has major defects requiring a great deal of correction and will be safe and adequate once repairs are made.

To be suitable for rehabilitation, a trained housing specialist must carefully inspect the dwelling and prepare a work write-up of repairs necessary to bring it up to standard condition. A cost estimate of repairs will be prepared based on the needs identified in the work write-up. If these costs are equal to or less than 75% of the fair market value of a comparable unit in standard condition as obtained from more than one licensed contractor, the dwelling will be considered suitable for rehabilitation. If the predicted cost exceeds 75% of fair market value after completion of the rehabilitation, the unit will be deemed unsuitable.

These criteria are arbitrary, however, and the City of Stuart City Commission may authorize deviations based on the unique aspects of each dwelling, owner, tenant, etc. on a case-by-case basis by vote of the Commission. Each deviation so approved must be thoroughly documented.

SECTION 2. PERMANENT, INVOLUNTARY DISPLACEMENT

The City of Stuart City Commission will provide reasonable relocation assistance to persons (families, individuals, businesses and nonprofit organizations) displaced (moved permanently and involuntarily) as a result of the use of CDBG/federal assistance to acquire or substantially rehabilitate property. Assistance to displaced persons may include a) Payment for actual moving and relocation expenses documented by receipts and/or vouchers from service providers and utility companies. The documents shall be submitted prior to the disbursement of payment; b) Advisory services necessary to help in relocating; and c) Financial assistance sufficient to enable the displaced person to lease and occupy a suitable, decent safe and sanitary replacement dwelling where the cost of rent and utilities does not exceed 30 percent of the household gross income of a family earning 80 percent of the median income for the jurisdiction.

A. Provisions for One-for-One Replacement

The City of Stuart City Commission will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to use other than as low/moderate-income housing as a direct result of activities assisted with funds provided

under the Housing and Community Development Act of 1974, as amended, and as described in 24 C.F.R. Part 570, as amended or superseded. Replacement low/moderate-income units may include public housing or existing housing receiving Section 8 project based-assistance. All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion and will meet the following requirements:

1. The units will be located within the City of Stuart

2. The units will meet all applicable City of Stuart housing, building, and zoning ordinances and will be in standard, or better condition.

3. The units will be designed to remain low/moderate-income dwelling units for at least 10 years from the date of initial occupancy (applies to initial tenant only).

4. The units will be sufficient in size and number (functionally equivalent) to house at least the number of occupants who could have been housed in the units that are demolished or converted.

Before obligating or expending CDBG/federal funds that will directly result in such demolition or conversion, the City of Stuart City Commission will make public and submit to the Florida Department of Economic Opportunity and/or the U.S. Department of Housing and Urban Development the following information in writing:

1. A description of the proposed assisted activity.

2. The general location on an area map including approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than low/moderate-income dwelling units.

3. A time schedule for commencement and completion of the demolition or conversion.

4. The general location on a service area map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement units.

5. Identification of the source of funding at the time of submittal and the time frame, location and source for the replacement dwelling unit.

6. The basis for concluding that each replacement dwelling unit will be designed to remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy.

7. Information demonstrating that any proposed replacement of a unit with a smaller unit is consistent with the housing needs of LMI persons in the jurisdiction.

B. Provisions for Relocation Assistance for Residential Displacement

The City of Stuart City Commission will provide relocation assistance, as described in 24 C.F.R. Part 570, as amended or superseded, to each low/moderate-income household involuntarily displaced by the demolition of housing or by the conversion of a

low/moderate-income dwelling to another use as a direct result of CDBG/federally assisted activities. Persons that are relocated are entitled to:

1. A choice between actual reasonable moving expenses or a fixed expense and dislocation allowance.

2. Advisory services

3. Reimbursement for reasonable and necessary security deposits and credit checks.

4. Interim living costs.

5. Replacement housing assistance which may include a Section 8 housing voucher/ certificate and referral to assisted units; cash rental assistance to reduce the rent and utility cost or lump sum payment equal to the present value of rental assistance installments to be used toward purchasing an interest in a housing cooperative or mutual housing association for a period up to 60 months (5 years).

C. Provisions for Non-Residential Relocation

Businesses, non-profit organizations. etc., shall not be relocated unless the move is voluntary, essential to the project from the public review, and the owner waives higher rights under the Uniform Act, except for the following relocation assistance:

1. Actual moving and reasonable re-establishment expenses not less than $1,000 nor more than $5,000 equal to a pro rata share for the period of interruption of operations of the annual net earnings. Average annual net earnings are one half of the entity's net earnings before taxes during the two taxable years immediately prior to the taxable year it was displaced.

2. No other benefits will be provided and a signed waiver acknowledging that fact will be required.

SECTION 3. TEMPORARY, VOLUNTARY DISPLACEMENT AND RELOCATION

A. Persons occupying housing which is to be rehabilitated using CDBG/federal funds must voluntarily agree to inclusion in the program and shall temporarily vacate the housing at the direction of the City (or its designed agency) in order to facilitate the safe, timely and economical rehabilitation process.

B. A moving allowance of $2,000 will be provided each family unit so displaced. This allowance will be provided in two payments of $1,000 each on move out and move back in.

C. The City of Stuart City Commission may provide a safe, decent and sanitary housing unit for use as temporary relocation housing. The unit shall be available free of charge to temporarily displaced households for the time period authorized by the City of Stuart City Commission designated agency, generally for the period of rehabilitation construction. Households who occupy the unit shall have a $75 refundable deposit withheld from their initial moving allowance payment. This deposit shall be refunded in full immediately after the relocation unit is vacated in a clean and undamaged condition. The deposit refund shall

be denied in full or in part for payment of damages to the owner/lessee due to the occupants', (a) failure to properly clean or maintain the unit, (b) physical damage to the unit, (c) loss of keys to the units, or (d) need for any special condition such as fumigation. A $25 per day penalty may also be assessed for the household's failure to properly vacate the relocation unit when directed to do so by the City of Stuart City Commission designated agency.

D. A storage allowance of up to $500 will be provided each family unit displaced if storage is necessary and essential to the move.

E. Insurance cost of up to $500 for the replacement value of the household property in connection with the move will be provided each family unit displaced if storage is necessary and essential to the move.

SECTION 4: PERMANENT, VOLUNTARY DISPLACEMENT AND RELOCATION.

If it is determined by the City of Stuart City Commission that the occupants of a dwelling should be permanently relocated and the occupants voluntarily consent, the courts will assist in the relocation to a decent, safe and sanitary dwelling unit. Benefits, if provided, will be limited to increases in monthly housing costs incurred by the occupant in an amount equal to the lesser of 60 times the increase or 30 percent of the person's annual income. 24 C.F.R. Part 570 must be consulted to determine specific limitations. Payment of relocation benefits for housing assistance will be spread over 60 months (or 42 months for non-LMI relocatees).

SECTION 5: TENANT ASSISTANCE POLICY/FEDERAL RENTAL REHABILITATION PROGRAM

A. It is not the local government's policy to displace families in rental units. Participating landlords will be required to warrant that the proposed rehabilitation will not cause any tenant to be permanently displaced unless the owner will be able to relocate the tenant displaced in accordance with HUD relocation criteria. Rehabilitation funds will not be used to rehabilitate the rental units if the rehabilitation will cause the permanent displacement of LMI families.

B. If it becomes necessary for an owner to temporarily move a tenant from a unit as a direct result of rehabilitation assisted through rental rehabilitation funds, the owners will assure that the tenant is offered a decent, safe and sanitary dwelling unit at an affordable rate as described in the applicable regulations. No tenant will be considered displaced if the owner has offered the tenant a decent, safe, sanitary and affordable unit and the tenant has declined the offer.

C. Should temporary displacement become necessary for a LMI family as a result of the rental rehabilitation assistance, the owner will assure that tenants are provided the necessary financial assistance, information, counseling, referrals and housing location options regarding Federal Fair Housing and other relocation services as needed without regard to race, color, religion, sex, familial status, age, handicap, or national origin, so as to enable the family to obtain decent, safe and sanitary housing at an affordable rent.

D. The Housing Authority of the City of Stuart City Commission of Stuart, Florida shall provide federal preference to any qualified LMI family subject to relocation. Where Section 8 Housing vouchers are available, such preference will apply.

E. Where required, compensation to obtain replacement housing shall not exceed $2,000 threshold. Should such projected compensation to the tenant exceed this threshold, consideration shall be given to not performing the demolition rehabilitation which would cause the displacement.

SECTION 6: DISPLACEMENT OF HOMEOWNERS

When rehabilitation of the dwelling is not feasible or cost effective, demolition of a house with CDBG/federal funds may be considered only as a voluntary action by the homeowner.

Although homeowners have a right to assistance as previously discussed, CDBG/federal funds available for relocation assistance are limited. Therefore, financial assistance shall not exceed that described in accordance with 49 C.F.R. 24.401, as amended or superseded, and the regulations under U.S. HUD Handbook 1378.

SECTION 7: APPEALS/COUNSELING

A. If a claim for assistance is denied by the City of Stuart City Commission, the claimant may appeal, where applicable to either the State of Florida or U.S. Department of Housing and Urban Development, and their decision shall be final unless a court determines the decision was arbitrary and capricious.

B. Counseling will be provided to displacees in the areas of household finance, fair housing rights, real estate transactions, and locating and evaluating replacement housing options. Counseling shall be provided by the City of Stuart City Commission or its designated agency to permanently ensure that:

1. No person is discriminated against based upon age, race, color, religion, sex, handicap, familial status, national origin, or presence of children in the household.

2. Displacees receive information concerning the full range of housing opportunities within the local housing market.

SECTION 8: All other resolutions or parts of resolutions of the City of Stuart City Commission in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

SECTION 9: If any section, paragraph, sentence, or clause hereof or any provision of this Resolution is declared to be Invalid or unconstitutional, the remaining provisions of this Resolution shall be unaffected thereby and shall remain in full force and effect.

SECTION 10: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
EULA R. CLARKE, MAYOR				
MERRITT MATHESON, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				
MIKE MEIER, COMMISSIONER				

ADOPTED this ___ day of _____, 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** Pinal Gandhi-Savdas

Title of Item:

ADOPT CITIZEN PARTICIPATION PLAN AND GRIEVANCE POLICY (RC):

RESOLUTION No. 14-2021; A RESOLUTION OF THE CITY OF STUART CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING A COMMUNITY DEVELOPMENT BLOCK GRANT CITIZEN PARTICIPATION PLAN; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart applied to the Florida Department of Economic Opportunity for the Small Cities Community Development Block Grant (CDBG) in the amount of $750,000 for the Housing Rehabilitation category in November 2020.

Attached is a CDBG policy that is required to be adopted by the City prior to the grant award. Below is a summary of the policy.

The **Citizen Participation Plan and Grievance Policy** are required to meet the Housing and Community Development Act of 1974 and Florida Rule 73C-23 requirements. The plan requires public hearings and related requirements, allows for a Citizen Advisory Task Force and related requirements, and addresses citizen complaints and how the City will respond to them. The boiler plate language is required by the Small Cities CDBG program.

Funding Source:

N/A

Recommended Action:

Adopt Resolution No. 14-2021.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution No. 14-2021	3/29/2021	Resolution add to Y drive

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 14-2021

A RESOLUTION OF THE CITY OF STUART CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING A COMMUNITY DEVELOPMENT BLOCK GRANT CITIZEN PARTICIPATION PLAN; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart City Commission of Stuart, Florida wishes to undertake a Community Development Block Grant Program (CDBG) project pursuant to the requirements established by the State of Florida, Department of Economic Opportunity; and

WHEREAS, the City of Stuart, if awarded, understands it shall be contractually required to adopt a CDBG compliant Citizens Participation Plan and Grievance Policy;

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

The City of Stuart City Commission of Stuart, Florida hereby adopts the following CDBG Citizen Participation Plan. This Policy shall become effective immediately upon adoption of this resolution by the City Commission of the City of Stuart, Florida.

In keeping with the provisions of the Housing and Community Development Act of 1974 as amended. 24 CFR 570.431 and Florida Department of Economic Opportunity (FDEO) Rule 73C-23, the City of Stuart, Florida hereby establishes a Citizen Participation Plan.

SECTION 1: OVERALL GOAL

The purpose of this plan is to provide the citizens of the City of Stuart with an adequate opportunity for meaningful involvement on a continuing basis and for participation in the planning, development, implementation, and assessment of the City of Stuart's Community Development Block Grant (CDBG) Program.

SECTION 2: OBJECTIVES

A. To increase interchange of information between CDBG Staff and the local citizens concerning community development and related concerns.
B. To heighten public awareness as to the purpose and function of the CDBG Program and the types of assistance available, especially among low/moderate income residents of CDBG target areas.
C. To increase community participation in program planning and implementation and thereby create local support for CDBG goals.

D. To allow affected or potentially affected citizens to directly assist in shaping and guiding the program's impact upon their neighborhood as well as the community at large.

SECTION 3: CONSISTENCY

This Citizen Participation Plan is consistent with the requirements Section 508 of the Housing and Community Development Act of 1987 which amends Section 104(a) of the Housing and Community Development Act of 1974, 24 CFR, 570.4312 and FDEO Rule 73C-23. This Plan supersedes all other Citizen Participation Plans utilized by the City of Stuart, Florida. This Plan sets forth the procedures for Citizen Participation that shall be utilized during each stage of the Community Development Block Grant process and upon its adoption by the City Commission of the City of Stuart and shall remain in effect until otherwise amended.

SECTION 4: OVERVIEW

A. Citizen participation is a vital element in the preparation of a method by which community involvement will be solicited and maintained throughout the entire Community Development Block Grant process. The City of Stuart, Florida shall strive to ensure such participation by utilizing the public hearing process and by appointing a Citizens Advisory Committee.

B. It shall be the policy of the City of Stuart that the effectiveness of citizen participation in the planning, development, implementation, and assessment of the Community Development Block Grant process be analyzed during the public hearings and other called meetings and amendments to the Plan made when necessary.

SECTION 5: CITIZEN PARTICIPATION TECHNICAL REQUIREMENTS

Since the purpose of this plan is to provide the citizens of the City of Stuart, Florida with an adequate opportunity for meaningful involvement in the planning, implementation, and evaluation of the City's Community Development Block Grant process. It shall be the City's policy to solicit and respond in a timely manner to the views and proposals of all citizens, particularly low and moderate income persons, members of minority groups, and residents of blighted areas where the potential exists for the undertaking of CDBG eligible activities. Upon adoption of this Plan, the following technical requirements shall govern this process:

A. Public Hearings

1. To ensure adequate notice of public hearings, all notices shall be printed in the non-legal section of the (local newspaper) no less than five (5) days and no more than twenty (20) days prior to each public hearing held at any stage of the Community Development Block Grant process.

2. When deemed appropriate, the City may also post notices of such hearings in not less than two (2) public places. The posting of notices may only supplement publication of public hearing notices. A news article located in a conspicuous place in the newspaper may be considered as sufficient printed notice to fulfill this requirement. The City may also utilize additional means (personal contact, radio, etc.) to the maximum extent possible to reach target groups identified above when this is necessary. A minimum of two (2) public hearings will be held before the City Commission to provide the greatest access for citizen participation in developing CDBG applications.

3. Because of the size of the City, and the centrality of the City Hall, this requirement will generally be satisfied by holding the hearings at the City of Stuart City Hall.

4. The City of Stuart has a known concentration of non-English speaking residents; therefore, the services of a translator will be obtained in the event a significant number of residents of a target area do not speak English and request such services. Notices shall include information concerning the handicapped.

B. Citizens Advisory Task Force

1. The City shall establish a Citizens Advisory Task Force (CATF) for all CDBG projects other than economic development projects, which shall consist of no less than three (3), not more than seven (7) members appointed by the City Commission in a manner, which will ensure substantial representation of low-and-moderate income persons and minorities. Committee members shall serve two (2) year terms.

2. The Citizens Advisory Task Force shall serve as a focal point or liaison between the City and its constituents in regard to CDBG project development and implementation. The Committee shall have the following duties and responsibilities:

    a. Disseminate information concerning eligible activities, proposed projects, and the status of current projects.
    b. Coordinate various groups which choose to participate in the implementation of community development activities.
    c. Review written comments assessing the implementation of the CDBG program.
    d. Monitor the overall implementation of the CDBG program and review program status with administrative personnel on a quarterly basis or more frequently if deemed necessary.
    e. Monitor the overall implementation of the CDBG program and review program status with administrative personnel on a quarterly basis or more frequently if deemed necessary.
    f. Monitor the citizen participation process and propose such amendments as may be necessary to this Participation Plan.

3. The Citizen Advisory Task Force shall be a tool through which program progress can be analyzed and proposed amendments discussed, if applicable.

C. Access to Records

1. The City of Stuart shall maintain a complete project file on its Community Development Block Grant program(s) which shall be available for public inspection during regular office hours in the City Clerk's office. This file shall include but not be limited to the following:
    a. Citizens Participation Plan
    b. Community Development Plan
    c. Community Development Block Grant Application
    d. Program Amendments
    e. Environmental Review Record
    f. Financial Status
    g. Fair Housing Ordinance
    h. Equal Opportunity Requirements
    i. Policies and Procedures Governing Beneficiary Eligibility
    j. Performance Assessment Report
    k. Written Comments and City's Response

2. Generally, the project file is available for review by any citizen or group; however, in no case will disclosure be made of any program participant's financial status.

D. Technical Assistance

The program staff shall provide technical assistance to citizen committees and groups and interested persons in the citizen participation process. This technical assistance shall focus on increasing public access to participating in the Community Development Block Grant decision making process through the Citizens Advisory Committee and ensuring that this participation is meaningful. Technical assistance will also be utilized to foster an understanding of program requirements, i.e., equal opportunity. relocation, environmental policies, beneficiary eligibility, etc.

E. Grievances

All grievances regarding individual decisions made as a part of the implementation of the Community Development Block Grant program shall be submitted, in writing to the
Program Administrator. If a person feels that his/her complaint has not been sufficiently
addressed by the Program Administrator's response, an appeal may be made to the Citizens Advisory Task Force.

1. If a response satisfactorily to the aggrieved is not issued by the Committee, an appeal may be made to the City Commission. At any point, the aggrieved may register a written complaint with the State of Florida agency responsible for administering the Small Cities CDBG program. All written complaints registered at the local level shall have a written response from the Administrator, Committee, or the City Commission within fifteen (15) working days of the lodging of said complaint. A file of all grievances and responses shall be maintained and available for public inspection. In the event the aggrieved has exhausted all appeals

   without a decision satisfactory to himself/herself, he/she may pursue other legal channels in an attempt to achieve satisfaction.

F. Amendment

The amendment of this Plan shall follow all citizen participation requirements delineated in the Section Post Approval Requirements and applicable technical provisions. Such amendments shall require adoption by the City Commission prior to becoming effective.

G. Authority

No part of this Participation Plan shall be construed to restrict the responsibility and authority of the elected officials of the City of Stuart, Florida, in the development and implementation of any Community Development Block Grant program. Rather it is a vehicle through which the elected officials of the City of Stuart can assure citizen input prior to their decision-making process.

CITIZEN PARTCIPATION IN EACH STAGE OF THE CDBG PROGRAM

SECTION 6: Application Stage

The objective of citizen participation at this stage is to provide meaningful community-wide citizen input into the decision-making process during the consideration of priorities and of options associated with the development and submission of the application. The following requirements will be met during the application stage and certified to in the body of the application:

A. Review of the Citizen Participation Plan

B. Presentation of the City's Community Development Plan.
Title I of the Housing and Community Development Act of 1974, as revised, has as its primary objective, the development of viable urban communities by providing decent housing, suitable living environment, and expanding economic opportunities, principally for persons of low and moderate incomes. Consistent with these objectives, the City of Stuart will develop a Community Development Plan that identifies the community development and housing needs and specifies both short- and long-term community development objectives to meet the established needs.

C. Public Hearings

A minimum of two (2) public hearings will be held before the City Commission during this stage. The purpose of the first public hearing is to access community needs and problems in an effort to determine the most pressing needs of the community and to solicit citizen input as to the ranking of said needs. The purpose of the second hearing is to present for public comment and review the program of activities that the City has selected for the application as best suited to meet these needs. The City may determine that more than two (2) public hearings during the application stage are desirable and thus hold extra hearings. All such hearings shall be governed by the requirements as set forth herein. The following information will be presented to the public at each public

hearing during this stage:

1. The range of activities that may be undertaken with CDBG funds, the kinds of activities previously funded: if any, and the progress made with respect to those activities.
2. An overview of the CDBG program to include analysis of FDEO rating process and discussion of applicable grant ceilings.
3. Discussion of the competitive nature of the CDBG process and the likelihood that more applications will be submitted to FDEO than can be funded.
4. The process to be followed in soliciting and responding to the views and proposals of citizens in a timely manner.
5. Discussion of the role of the Citizen Advisory Task Force.

SECTION 6: POST APPROVAL STAGE

A. The City shall assure continuing citizen participation throughout the life of the Community Development Block Grant program, particularly when considering amendments to the program that significantly alter the project. The City shall conduct at least one (1) public hearing, in accordance with the requirements of such hearings,
during the grant amendment process for substantial amendments to the program.

B. The involvement of citizens in the amendment process is felt to be essential. To ensure adequate citizen participation during the conduct of the program, the following requirements for amendments will be met:

1. A minimum of one (1) public hearing will be held prior to the submission of any substantial amendment to the project requiring formal approval by F DEO according to the provisions of this Plan.
2. Citizens will be involved in amendments not requiring final FDEO approval, budget revisions, and local changes in the CDBG Program. Such changes will be presented for review to the Citizen's Advisory Committee in a meeting of such Committee which shall be open to the public.
3. The City shall attempt to involve citizens residing in the target area(s) affected by any amendment or revision in the development of such amendment or revision. This shall be accomplished through the dissemination of infom1ation on such program changes to the affected residents.

SECTION 7: ASSESSMENT OF PERFORMANCE

Citizens of the City of Stuart will be provided opportunities to comment on the implementation of the City's CDBG program and to assess the performance of the City in meeting its community development goals and objectives. Continual community

assessment of the effectiveness of the program is considered essential to the success of a CDBG program. ln order to ensure this involvement. the City will utilize the following approaches:

1. The Citizen Advisory Task Force. established in accordance with this Plan, will function as the focal point of the evaluation and assessment process. This group will continually provide the City and its staff with feedback on the effectiveness of the program and suggest changes, if applicable.
2. The public hearing process will be used to ensure community-wide participation in the evaluation of the program.
3. Written comments on the program will be received at any time during the life of the program. All written comments will be presented to the Citizen Advisory Task Force for their review and responses by the appropriate party within fifteen (15) working days.

SECTION 8: CITIZEN COMMENT TO FDEO

Persons may comment to FDEO at any time concerning the City of Stuart's failure to comply with the citizen participation requirements as set forth in this Plan.

SECTION 9: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
EULA R. CLARKE, MAYOR				
MERRITT MATHESON, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				
MIKE MEIER, COMMISSIONER				

ADOPTED this ___ day of _____, 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** Pinal Gandhi-Savdas

Title of Item:

ADOPT PROHIBITION ON USE OF EXCESSIVE FORCE POLICY (RC):

RESOLUTION No. 15-2021; A RESOLUTION OF THE CITY OF STUART, FLORIDA, ADOPTING A POLICY FOR THE PROTECTION OF INDIVIDUALS ENGAGING IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS, REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart applied to the Florida Department of Economic Opportunity for the Small Cities Community Development Block Grant (CDBG) in the amount of $750,000 for the Housing Rehabilitation category in November 2020.

Attached is a CDBG policy that is required to be adopted by the City prior to the grant award. Below is a summary of the policy.

The **Excessive Force Policy** protects individuals engaging in non-violent civil rights demonstrations. Section 104 of the Housing and community Development Act of 1974 requires this policy be in place. It prohibits excessive force by law enforcement against persons engaged in peaceful civil rights demonstrations. The boiler plate language is required by the Small Cities CDBG program.

Funding Source:

N/A

Recommended Action:

Adopt Resolution No. 15-2021.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution No. 15-2021	3/29/2021	Resolution add to Y drive

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 15-2021

A RESOLUTION OF THE CITY OF STUART, FLORIDA, ADOPTING A POLICY FOR THE PROTECTION OF INDIVIDUALS ENGAGING IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS, REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, 42 United States Code 5304(a)(l)(1), enacted as Section 104 of the Housing and Community Development Act of 1974, as amended, requires subrecipients of federal funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

WHEREAS, 42 United States Code 5304(a)(l)(2), enacted as Section 104 of the Housing and Community Development Act of 1974, requires subrecipients of federal funds to adopt and enforce 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 nonviolent civil rights demonstration within its jurisdiction.

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

SECTION 1: It is the policy of the City to prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction with due and proper consideration given to the extent and limits of the City's power and authority to do so.

SECTION 2: All other resolutions and policies or sections of resolutions and policies of the City in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

SECTION 3: If any section, paragraph, sentence, or clause hereof or any provision of this Resolution is declared to be invalid or unconstitutional, the remaining provisions of this Resolution shall be unaffected thereby and shall remain in full force and effect.

SECTION 4: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
EULA R. CLARKE, MAYOR				
MERRITT MATHESON, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				
MIKE MEIER, COMMISSIONER				

ADOPTED this ___ day of _____, 2021.

ATTEST:

MARY R. KINDEL CITY CLERK	EULA R. CLARKE MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** Ryanne Cavo

Title of Item:

RENEWAL LEASE AGREEMENT FOR 171 SW FLAGLER AVE (CRARY HOUSE) WITH CONGRESSMAN BRIAN MAST (RC):

RESOLUTION No. 21-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE EXECUTION OF LEASE AGREEMENT BETWEEN THE CITY OF STUART AND CONGRESSMAN BRIAN MAST FOR THE CRARY HOUSE LOCATED AT 171 SW FLAGLER AVENUE, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

RESOLUTION NO. 21-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE EXECUTION OF LEASE AGREEMENT BETWEEN THE CITY OF STUART AND CONGRESSMAN BRIAN MAST FOR THE CRARY HOUSE LOCATED AT 171 SW FLAGLER AVENUE, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Funding Source:

N/A

Recommended Action:

Approve Resolution 21-2021

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution 21-2021 Authorization to Execute Lease Agreement for 171 SW Flagler Ave.- Crary House with Congressman Brian Mast	3/18/2021	Resolution add to Y drive
🗋	Lease Agreement with Congressman Brian Mast	3/18/2021	Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 21-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE EXECUTION OF LEASE AGREEMENT BETWEEN THE CITY OF STUART AND CONGRESSMAN BRIAN MAST FOR THE CRARY HOUSE LOCATED AT 171 SW FLAGLER AVENUE, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City owns the building at 171 SW Flagler Avenue in the City of Stuart, more commonly known as the "Crary House;" it having been donated to the City by Donna Dorney, in loving memory of her parents, Mildred Marie Moore and Elmer E. Moore; and

WHEREAS, Congressman Brian Mast seeks to use the Crary House as his District Office, and to execute a lease agreement with the City of Stuart for the 1,400 square foot building during his term of office; and

WHEREAS, the City Commission finds that it is befitting to use the Crary House as an office for a sitting Member of Congress, since one of the former owners, Evans Crary, was a state legislator beginning in 1936.

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

SECTION 1: The Mayor and City Clerk are hereby authorized and directed to execute a Lease Agreement between the City of Stuart and Congressman Brian Mast from January 2, 2021 to January 2, 2023. A copy of the executed Lease Agreement will be on file in the Office of the City Clerk.

SECTION 2: This resolution shall take effect upon adoption.

Res. 21-2021
Lease for Crary House

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

	YES	NO	ABSENT	ABSTAIN
EULA R. CLARKE, MAYOR				
MERRITT MATHESON, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				
MIKE MEIER, COMMISSIONER				

ADOPTED this _____ day of April, 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

District Office Lease Amendment – Instructions

NO LEASE AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term for a District Office Lease Amendment for the 117th Congress may not commence prior to January 3, 2021.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 117th Congress, leases should end on January 2, 2023, not December 31, 2022.

A. Section 1 has three blank lines to be filled in:
   1. the term of the previous lease that is being amended or extended;
   2. street address of office being leased; and
   3. city, state and ZIP where office is being leased.

B. Section 2 requires the new ending date (if the lease is going to be extended), which must be on or before January 2, 2023. If the lease term is not going to be extended, write "N/A" in the space provided.

C. Section 3 requires the monthly rent amount for the extended term, and if any other provision is changed, the blank space beneath Section 3 is provided for any changes or additions. If there are no other changes to your existing lease write "NONE" in the space provided.

D. **The Member/Member-Elect is required to <u>personally</u> sign the documents.**

E. A District Office Lease Attachment for the 117th Congress must accompany this District Office Lease Amendment ("Amendment").

F. **Prior to either party signing an Amendment, the Member/Member-Elect must submit the proposed Amendment, accompanied by a copy of the District Office Lease Attachment for the 117th Congress, to the Administrative Counsel for review and approval.** If the proposed terms and conditions of the Amendment are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the Amendment. Please submit the proposed Amendment and District Office Lease Attachment either by e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357).

G. Once signed by both parties, the Amendment and District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form or faxed to 202-226-0357.

H. If approved, Administrative Counsel will send them to Finance so that payment can begin. If there are errors, you will be contacted and required to correct them before the Amendment is approved.

I. If you have any additional questions about District Office Leases, please contact the Office of the Administrative Counsel by e-mail (leases@mail.house.gov).

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Amendment

1. **Prior Lease Term.** The undersigned Landlord ("Lessor") and Member of the U. S. House of Representatives ("Lessee") agree that they previously entered into a District Office Lease ("Lease") (along with the District Office Lease Attachment), which covered the period from 1/3/2019 to 1/2/2021 for the lease of office space located at 171 SW FLAGER in the city, state and ZIP of STUART FLORIDA 34994.

2. **Extended Term.** If applicable, the above referenced Lease is extended through and including 1/2, 2023. (This District Office Lease Amendment ("Amendment") may not provide for an extension beyond January 2, 2023, which is the end of the constitutional term of the 117th Congress.)

3. **Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be 1000. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word "NONE" below].

NONE

4. **District Office Lease Attachment for 117th Congress.** This Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 117th Congress and the District Office Lease Attachment for the 117th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.

5. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

6. **Section Headings.** The section headings of this Amendment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[*Signature page follows.*]

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Amendment

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

CITY OF STUART	Congressman Brian Mast
Print Name of Lessor/Landlord/Company	*Print Name of Lessee*
By: _____	_____
Lessor Signature	*Lessee Signature*
Name:	
Title:	
_____	3/17/21
Date	*Date*

This District Office Lease Amendment must be accompanied with an executed District Office Lease Attachment.

District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany *every* Lease or Amendment submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 117th Congress may not commence prior to January 3, 2021.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 117th Congress, leases should end on January 2, 2023, not December 31, 2022.

A few things to keep in mind:

A. **The Member/Member-Elect is required to personally sign the documents.**

B. **The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), including both the "required amenities" and "optional amenities" portions.**

C. **The Member/Member-Elect must indicate in Section A ("Lease Amenities") whether the proposed leased space will serve as a flagship district office.**

D. **Section B ("Additional Terms and Conditions") of the Attachment SHALL NOT have any provisions deleted or changed.**

E. Even if rent is zero, an Attachment is still required.

F. **Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval.** If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-226-0357).

G. Once signed by both parties, the Lease or Amendment along with the Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form (leases@mail.house.gov) or by fax (202-226-0357).

H. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved by the Administrative Counsel and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.

I. **Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).**

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

SECTION A
(Lease Amenities)

Section A sets forth the amenities provided by the Lessor to be included in the Lease and designates whether the leased space will be the Member/Member-Elect's flagship (primary) office. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Lessor (required amenities):

☑ * **High-Speed Internet Available Within the Leased Space.**
Please list any internet providers known to provide service to the property:
_____

☑ * **Interior Wiring CAT 5e or Better within Leased Space.**

To be completed by the Lessor (optional amenities):

☐ Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

☑ Lockable Space for Networking Equipment.
☑ Telephone Service Available.
☑ Parking. ☐ _____ Assigned Parking Spaces
☐ _____ Unassigned Parking Spaces
☐ General Off-Street Parking on an As-Available Basis
☑ Utilities. Includes: _____
☐ Janitorial Services. Frequency: _____
☐ Trash Removal. Frequency: _____
☐ Carpet Cleaning. Frequency: _____
☐ Window Washing. ☐ Window Treatments.
☐ Tenant Alterations Included In Rental Rate.
☐ After Hours Building Access.
☐ Office Furnishings. Includes: _____
☐ Cable TV Accessible. If checked, Included in Rental Rate: ○ Yes ○ No
☐ Building Manager. ○ Onsite ○ On Call Contact Name: _____
Phone Number: _____ Email Address: _____

To be completed by the Member/Member-elect (required):

◉ The leased space will serve as my flagship (primary) District Office.
○ The leased space will NOT serve as my flagship (primary) District Office.

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-226-0357.

District Office Lease Attachment

SECTION B
(Additional Lease Terms)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.

2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.

3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.

4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.

5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.

6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.

7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.

8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 117th Congress, the Lease will be considered null and void.

10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.

11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.

12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.

13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.

14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

District Office Lease Attachment

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.

16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.

18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.

19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.

20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.

21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.

22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.

23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.

24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-226-0357.

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 5 of 5 – 117th Congress)

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.

26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).

27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

CITY OF STUART	Congressman Brian Mast
Print Name of Lessor/Landlord	*Print Name of Lessee*
By: _____	_____
Lessor Signature	*Lessee Signature*
Name:	
Title:	
_____	3/17/21
Date	*Date*

From the Member's Office, who is the point of contact for questions?
Name JONATHAN Nash Phone (202) 731 4857 E-mail jnelson@mail.house.gov @mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20_____.
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-226-0357.

U.S. House of Representatives
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

INSTRUCTIONS

Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. Please complete all sections below, sign and return via the email or fax number listed.

RETURN FORM TO: vendorEFT@mail.house.gov **FAX NUMBER: (202) 225-6914**

SECTION I UNITED STATES HOUSE OF REPRESENTATIVES INFORMATION

ADDRESS	US HOUSE OF REPRESENTATIVES - ACCOUNTING, 3110 O'NEILL HOUSE OFFICE BUILDING, WASHINGTON DC 20515		
AGENCY IDENTIFIER	**53-6002523**	AGENCY LOCATION CODE **4832**	TELEPHONE NUMBER **(202) 226-2277**

SECTION II PAYEE/COMPANY INFORMATION

NAME AS SHOWN ON YOUR INCOME TAX RETURN	**BUSINESS NAME**/DISREGARDED ENTITY NAME OR DBA, **IF DIFFERENT THAN NAME ON YOUR INCOME TAX RETURN**
ADDRESS/CITY/STATE/ZIP	**Enter the correct Tax Identification Number type** SOCIAL SECURITY NUMBER (SSN) ___-___-____ or EMPLOYER TAX ID NUMBER (EIN) __-_____
CONTACT PERSON NAME	**PURCHASE ORDER ADDRESS/CITY/STATE/ZIP**
EMAIL	**PO EMAIL**
TELEPHONE NUMBER / **FAX NUMBER**	**TELEPHONE NUMBER** / **FAX NUMBER**
REMIT TO ADDRESS	

CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required)

☐ **Individual/Sole Proprietor or Single Member LLC** ☐ **C Corporation** ☐ **S Corporation** ☐ **Partnership** ☐ **Trust/Estate**

Limited Liability Company. Check the tax classification: ☐ C corporation ☐ S corporation ☐ Partnership
Note. For *a single-member LLC* that is disregarded, check the appropriate box for the tax classification of the single-member owner.

Government Entity. Check the tax classification: ☐ Federal ☐ State ☐ Local

☐ Other _____

Exemptions (codes apply only to certain entities, not individuals):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

SECTION III FINANCIAL INSTITUTION INFORMATION *U.S.)*

BANK NAME	**TELEPHONE NUMBER**
NINE-DIGIT ROUTING TRANSIT NUMBER	
DEPOSITOR ACCOUNT TITLE	
DEPOSITOR ACCOUNT NUMBER	LOCKBOX NUMBER

TYPE OF ACCOUNT ◯ CHECKING ◯ SAVINGS ◯ LOCKBOX

SECTION IV SOCIO-ECONOMIC INFORMATION

Type of Business	◯ *Large Business-No Socio-Economic Designations* ◯ *Minority* ◯ *SmBusiness* ◯ *Sm-Disadv/Minority* ◯ *Sm-Disadv Only* ◯ *SmMin Only*
Sm-Disadvantaged Business Prog	◯ 8 (a) Firm ◯ **HUBZone Program** ◯ *HUBZone Eligible* ◯ ***Emerging Small Business*** ◯ ***Women-Owned Business***
Other Preference Programs	◯ Buy Indian ◯ *Directed to JWOD Non-Profit* ◯ *No Preference/Not Listed* ◯ *Small Business Set-Aside* ◯ *Very Small Business Set-Aside*
Veteran Owned Status	◯ *Non-Vet Owned SmBus* ◯ *Other Vet Owned SmBus* ◯ *Serv-Disabled Vet Other Bus* ◯ *Serv-Disabled Vet Owned SB* ◯ *Vet-Owned Other Bus*
Size of Business:	◯ *(A) 50 or less* ◯ *(B) 51-100* ◯ *(C) 101-250* ◯ *(D) 251-500* ◯ *(E) 501-750* ◯ *(F) 751-1,000* ◯ *(G) Over 1,000* ◯ *(M) 1 million or less* ◯ *(N) 1.1-2 million* ◯ *(P) 2.1-3.5 million* ◯ *(R) 3.1-5 million* ◯ *(S) 5.1-10 million* ◯ *(T)10.1-17 million* ◯ *(Z)Over 17 million*

SECTION V CERTIFICATION OF DATA BY PAYEE/COMPANY

NAME	TITLE/POSITION	
SIGNATURE	DATE	TELE

USHR v. 112017 ms

Instructions for Completing
U.S. House of Representatives
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

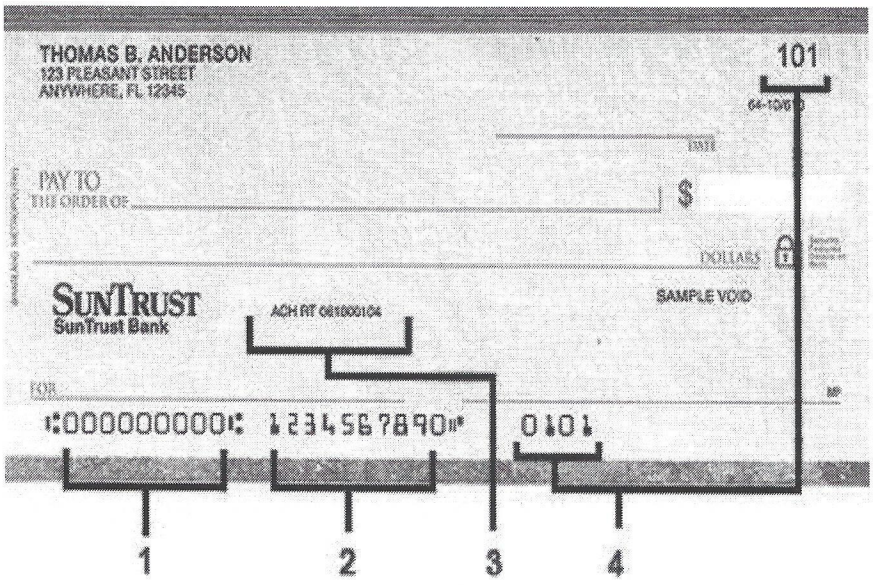
Section I - Agency Information – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

Section II - Payee/Company Information – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

Section III - Financial Institution Information – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

ACH Account Information Located on a Check or Deposit Ticket

FINANCIAL INSTITUTION NAME	name of the financial institution to which the payments are to be directed
ROUTING TRANSIT NUMBER (RTN)	financial institution's 9 digit routing transit number; *found on the bottom of a check or deposit ticket or from your Financial Institution*
ACCOUNT TITLE	employee's or vendor's name on the account
ACCOUNT NUMBER	account number at the financial institution



1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with ***SunTrust Bank***.
4. Check number – This information is not necessary - do not provide

Section IV - Socio-Economic Information – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at http://www.sba.gov/.

Section V - Certification of Data By Payee/Company – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** Mary Kindel, City Clerk

Title of Item:

FIRE TRUCK LOAN AGREEMENT (RC):

RESOLUTION No. 36-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA SUPPLEMENTING RESOLUTION NO. 22-2014, AS AMENDED, AUTHORIZING THE ISSUANCE OF THE FIRE PROTECTION ASSESSMENT REVENUE NOTE, SERIES 2021 OF THE CITY IN THE PRINCIPAL AMOUNT $622,000 TO FINANCE THE ACQUISITION OF A FIRE TRUCK; MAKING SUCH DETERMINATIONS AS ARE REQUIRED TO AFFORD SUCH SERIES 2021 NOTE "BANK QUALIFIED" STATUS; PROVIDING DETAILS OF THE SERIES 2021 NOTE; PROVIDING FOR APPLICATION OF THE PROCEEDS OF THE SERIES 2021 NOTE; AWARDING THE SALE OF THE SERIES 2021 NOTE TO SEACOAST NATIONAL BANK; APPOINTING A REGISTRAR AND PAYING AGENT; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR THE SEVERABILITY OF PARTS HEREOF IF DECLARED INVALID; AND PROVIDING AN EFFECTIVE DATE.

Summary Explanation/Background Information on Agenda Request:

This is a negotiated loan to the reimburse the purchase of an Fire Truck Apparatus, originally identified in the 2020 budget as funded by loan proceeds. However, due to COVID, the delivery of the equipment was delayed until this fiscal year. The appropriation was rolled over from the 2020 budget to the 2021 budget in the Fire Rescue Department.

The Fire Assessment revenues are pledged for the debt repayment.

Funding Source:

Debt Proceeds

Recommended Action:

Motion to approve Res. 36-2021.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Res. 36-2021; Fire Truck Loan Agreement	4/2/2021	Resolution add to Y drive
🗋	Certificates as to Public Meeting and No Conflict of Interest	4/2/2021	Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 36-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA SUPPLEMENTING RESOLUTION NO. 22-2014, AS AMENDED, AUTHORIZING THE ISSUANCE OF THE FIRE PROTECTION ASSESSMENT REVENUE NOTE, SERIES 2021 OF THE CITY IN THE PRINCIPAL AMOUNT $622,000 TO FINANCE THE ACQUISITION OF A FIRE TRUCK; MAKING SUCH DETERMINATIONS AS ARE REQUIRED TO AFFORD SUCH SERIES 2021 NOTE "BANK QUALIFIED" STATUS; PROVIDING DETAILS OF THE SERIES 2021 NOTE; PROVIDING FOR APPLICATION OF THE PROCEEDS OF THE SERIES 2021 NOTE; AWARDING THE SALE OF THE SERIES 2021 NOTE TO SEACOAST NATIONAL BANK; APPOINTING A REGISTRAR AND PAYING AGENT; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR THE SEVERABILITY OF PARTS HEREOF IF DECLARED INVALID; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the Constitution and the laws of the State of Florida, Chapter 166, Part II, Florida Statutes, the Charter of the City of Stuart, Florida (the "Issuer"), the Assessment Ordinance (as defined in the hereinafter defined Master Resolution), and other applicable provisions of law (collectively, the "Act"), and the Master Resolution.

SECTION 2. DEFINITIONS. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Master Resolution and, in addition, the following words and phrases shall have the following meanings when used herein:

"Master Resolution" shall mean Resolution No. 22-2014 adopted by the Issuer on February 10, 2014, as amended by Resolution No. 67-2014 adopted by the Issuer on July 28, 2014.

"Maturity Date" shall mean April 1, 2026.

"Original Purchaser" shall mean Seacoast National Bank, Stuart, Florida, as the original Owner of the Series 2021 Note.

"Permitted Lender" shall mean any affiliate of the Original Purchaser or any bank, trust company, savings institution, insurance company or qualified institutional buyer under Rule 144A promulgated under the Securities Act of 1933 or accredited investor under Rule 501 promulgated under the Securities Act of 1933.

"Principal Office" shall mean, with respect to the Original Purchaser, the office located at 815 Colorado Avenue, Stuart, Florida 34994, or such other office as the Original Purchaser may designate to the Issuer in writing.

"Resolution" shall mean the Master Resolution, as supplemented pursuant to this Resolution and as further may be amended and supplemented.

"Series 2021 Note" shall mean the Issuer's Fire Protection Assessment Revenue Note, Series 2021 authorized to by Section 4. hereof.

SECTION 3. FINDINGS. It is hereby found and determined:

(A) For the benefit of its inhabitants and property owners, and in order to maintain a continual state of preparedness to address fire incidents, the Issuer finds, determines and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the Issuer and its inhabitants and in the best interests of the property owners within the jurisdiction of the Issuer to acquire and finance a Fire Truck (the "2021 Project").

(B) The Issuer has received an offer from the Original Purchaser to purchase the Series 2021 Note and the Issuer has determined it to be in its best interests and to serve a paramount public purpose to provide for the issuance of the Series 2021 Note and to award the sale of the Series 2021 Note to the Original Purchaser, upon the terms set forth herein and in the Series 2021 Note.

(C) In consideration of the purchase and acceptance of the Series 2021 Note authorized to be issued hereunder, the Resolution shall constitute a contract between the Issuer and the Owner of the Series 2021 Note.

(D) The Issuer shall never be required to exercise any ad valorem taxing power or use any ad valorem tax revenues to pay such Series 2021 Note, nor shall the Owner of the Series 2021 Note be entitled to payment of such Series 2021 Note from any funds of the Issuer except from the Pledged Revenues as described herein nor shall the Issuer be required to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or

any Non-Ad Valorem Revenues. The Series 2021 Note shall not constitute a lien upon any properties owned or located within the boundaries of the Issuer or upon any property (including the 2021 Project) other than the Pledged Revenues.

(E) This Resolution shall constitute a Supplemental Resolution for purposes of the Master Resolution. All of the covenants contained in the Master Resolution, upon the issuance of the Series 2021 Note, will be fully applicable to the Series 2021 Note as if originally issued under the Master Resolution.

SECTION 4. AUTHORIZATION OF THE SERIES 2021 NOTE AND 2021 PROJECT; AWARD OF SALE OF SERIES 2021 NOTE. The issuance of the Series 2021 Note in the principal amount of $622,000, for the purpose of financing the cost of the 2021 Project and paying the costs of issuing the Series 2021 Note is hereby approved. The 2021 Project is hereby authorized.

Notwithstanding anything in the Master Resolution to the contrary, the Series 2021 Note shall be issued as a single note with a denomination equal to the face amount thereof. Because of the characteristics of the Series 2021 Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Series 2021 Note, it is in the best interest of the Issuer to accept, and the Issuer hereby accepts, the offer of the Original Purchaser to purchase the Series 2021 Note at a private negotiated sale upon the terms set forth herein and in the Series 2021 Note. Prior to the issuance of the Series 2021 Note, the Issuer shall receive from the Original Purchaser a Purchaser's Certificate, the form of which is attached hereto as Exhibit B and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit C.

SECTION 5. DESCRIPTION OF THE SERIES 2021 NOTE. The Series 2021 Note shall be issued as a Term Note with a final maturity of the Maturity Date, shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Original Purchaser, and, based upon the advice of the Financial Advisor, shall have such other terms and provisions, including a fixed interest rate of 2.19% (as such rate may be adjusted in accordance with the Series 2021 Note but in no event in excess of the maximum rate permitted by law), principal and interest payment terms, and prepayment provisions as stated in the Series 2021 Note. The form of the Series 2021 Note is attached hereto as Exhibit A. The denomination of the Series 2021 Note shall be its face amount. Interest on the Series 2021 Note shall be calculated on a 30/360-day basis. The Series 2021 Note is to be in substantially the form set forth on Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor and the City Manager, such approval to be conclusively evidenced by the execution thereof by the Mayor and the City Manager.

SECTION 6. EXECUTION. The Series 2021 Note shall be executed in the name of the Issuer by its Mayor and City Manager and attested by the City Clerk, subject to approval of the City Attorney as to form and legality, and the corporate seal of the Issuer or a facsimile thereof shall be affixed thereto or reproduced therein.

SECTION 7. SIGNATURES. In the event that any officer whose signature shall appear on the Series 2021 Note shall cease to be such officer before the delivery of such Series 2021 Note, said signature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery. The Series 2021 Note may be signed by such Person who, at the actual time of the execution of such Series 2021 Note, shall be the proper officer to sign such Series 2021 Note although, at the date of said Series 2021 Note, such Person may not have been such an officer.

SECTION 8. APPOINTMENT OF PAYING AGENT AND REGISTRAR. The Issuer hereby appoints the City Clerk to serve as Paying Agent and Registrar on the Series 2021 Note.

SECTION 9. REGISTRATION AND EXCHANGE OF SERIES 2021 NOTE; PERSONS TREATED AS OWNER. The Series 2021 Note will be initially registered to the Original Purchaser. So long as the Series 2021 Note shall remain unpaid, the Registrar will keep books for the registration and transfer of the Series 2021 Note. Registration of the Series 2021 Note shall be transferable only on such registration books and only in whole and not in part, and only to a Permitted Lender.

The Person in whose name the Series 2021 Note shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of principal and interest on the Series 2021 Note shall be made only to or upon the written order of the Owner of the Series 2021 Note. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2021 Note to the extent of the sum or sums so paid.

SECTION 10. PAYMENT OF PRINCIPAL AND INTEREST; LIMITED OBLIGATION. The Issuer promises that it will promptly pay the principal of and interest on the Series 2021 Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Series 2021 Note shall not be or constitute a general obligation or indebtedness of the Issuer as "bonds" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable in the manner and to the extent provided in the Resolution. No Owner of the Series 2021 Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Series 2021 Note, or be entitled to payment of such Series 2021 Note from any funds of the Issuer except from the Pledged Revenues as described herein.

SECTION 11. APPLICATION OF PROCEEDS OF SERIES 2021 NOTE. The proceeds of the sale of the Series 2021 Note shall be applied by the Issuer as follows:

(A) An amount necessary to pay the costs of issuing the Series 2021 Note shall be applied to the payment of such costs; and

(B) The remainder shall be deposited into the hereby created and established "City of Stuart, Florida Fire Protection Assessment Revenue Note, Series 2021 Project Fund (the "2021 Project Fund"), to pay the costs of the 2021 Project. All income received from investment of monies in the 2021 Project Fund, if any, can be used to pay the costs of the 2021 Project or debt service on the Series 2021 Note.

SECTION 12. MASTER RESOLUTION TO CONTINUE IN FORCE. The Master Resolution and all the terms and provisions thereof are, and shall remain, in full force and effect.

SECTION 13. BANK QUALIFIED STATUS. The City Commission of the Issuer hereby designates the Series 2021 Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The Issuer and any subordinate entities of the Issuer and any issuer of "tax-exempt" debt that issues "on behalf of" the Issuer do not reasonably expect during the calendar year 2021 to issue more than $10,000,000 of "tax-exempt" obligations including the Series 2021 Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

SECTION 14. NO THIRD PARTY BENEFICIARIES. Except as may be expressly described herein, nothing in the Resolution, or in the Series 2021 Note, expressed or implied, is intended or shall be construed to confer upon anyone of another entity other than the Issuer and the Owner of the Series 2021 Note any right, remedy or claim, legal or equitable, under and by reason of the Resolution or any provision hereof, or of the Series 2021 Note, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner of the Series 2021 Note from time to time.

SECTION 15. SEVERABILITY. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Series 2021 Note.

SECTION 16. BUSINESS DAYS. In any case where the due date of interest on or principal of the Series 2021 Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner of the Series 2021 Note

SECTION 17. APPLICABLE PROVISIONS OF LAW. This Resolution shall be governed by and construed in accordance with the laws of the State.

SECTION 18. RULES OF INTERPRETATION. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

SECTION 19. CAPTIONS. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

SECTION 20. MEMBERS OF THE CITY COMMISSION NOT LIABLE. No covenant, stipulation, obligation or agreement contained in this Resolution shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the Issuer in his or her individual capacity, and neither the members of the City Commission of the Issuer nor any Person executing the Series 2021 Note shall be liable personally on the Series 2021 Note or this Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the Series 2021 Note or this Resolution.

SECTION 21. AUTHORIZATIONS. The Mayor, City Manager, the Financial Services Director, the City Clerk and such other officials and employees of the Issuer as may be designated by the City Manager are each designated as agents of the Issuer in connection with the issuance of the Series 2021 Note and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the Issuer that are necessary or desirable in connection with the issuance of the Series 2021 Note, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

SECTION 22. INTENT TO REIMBURSE. The Issuer hereby expresses its intention that the Issuer be reimbursed from the proceeds of the Series 2021 Note for certain of its costs relating to the 2021 Project. Pending reimbursements, the Issuer expects to use funds on deposit in its general fund or other appropriate fund or account to pay such costs. This Resolution is intended to constitute a "declaration of official intent" within the meaning of Section 1.150 2 of the Income Tax Regulations which were promulgated pursuant to the Code.

SECTION 23. TAX COVENANT. The Issuer covenants to the Owner of the Series 2021 Note provided for in the Resolution that the Issuer will not make any use of the 2021 Project or the proceeds of the Series 2021 Note at any time during the term of the Series 2021 Note which, if such use had been reasonably expected on the date the Series 2021 Note was issued, would have caused such Series 2021 Note to be an "arbitrage bond" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Series 2021 Note from the gross income of the Owner thereof for purposes of federal income taxation.

SECTION 24. OPEN MEETING FINDINGS. It is hereby found and determined that all official acts by the City Commission of the Issuer concerning and relating to the adoption of this Resolution and all prior resolutions affecting the City Commission of the Issuer ability to issue the Series 2021 Note were taken in open meetings of the City Commission of the Issuer and that all deliberations of the City Commission of the Issuer or any of its committees that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes.

SECTION 25. WAIVER OF JURY TRIAL. To the extent permitted by law, the Issuer and the Owner of the Series 2021 Note, by virtue of taking possession of the Series 2021 Note, knowingly, voluntarily, and intentionally waive any right each may have to a trial by jury, with

respect to any litigation or legal proceedings based on or arising out of the Resolution or the Series 2021 Note.

SECTION 26. REPEALER. All resolutions or portions thereof in conflict herewith are hereby repealed.

SECTION 27. NO ADVISORY OR FIDUCIARY RELATIONSHIP. In connection with the Original Purchaser's purchase of the Series 2021 Note, and all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof), the Issuer acknowledges and agrees, that: (a) (i) the Issuer has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) the Issuer is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby, (iii) the Original Purchaser is not acting as a municipal advisor or financial advisor to the Issuer, and (iv) the Original Purchaser has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the Issuer with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Original Purchaser has provided other services or is currently providing other services to the Issuer on other matters); (b) (i) the Original Purchaser is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Issuer or any other Person and (ii) the Bank has no obligation to the Issuer with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the Series 2021 Note; and (c) the Original Purchaser may be engaged in a broad range of transactions that involve interests that differ from those of the Issuer, and the Original Purchaser has no obligation to disclose any of such interests to the Issuer. The Issuer acknowledges that the Original Purchaser is purchasing the Series 2021 Note pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq, to the extent that such rules apply to the transactions contemplated hereunder; *provided*, however, the Issuer makes no representation with respect to the applicability of such rules.

[Remainder of page intentionally left blank]

SECTION 28. EFFECTIVE DATE. This Resolution shall be in full force and take effect immediately upon its passage and adoption.

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

	YES	NO	ABSENT	ABSTAIN
EULA R. CLARKE, MAYOR				
MERRITT MATHESON, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				
MIKE MEIER, COMMISSIONER				

ADOPTED this ___ day of _____, 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

EXHIBIT A

FORM OF NOTE

April 16, 2021 $622,000

STATE OF FLORIDA
MARTIN COUNTY, FLORIDA
CITY OF STUART, FLORIDA
FIRE PROTECTION ASSESSMENT REVENUE NOTE, SERIES 2021

KNOW ALL MEN BY THESE PRESENTS that the City of Stuart, Florida (the "City"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of SEACOAST NATIONAL BANK, or registered assign (hereinafter, the "Owner"), the principal sum of $622,000, together with interest on the principal balance outstanding at the rate per annum of the lesser of 2.19% and the maximum rate allowed by law, calculated on a 30/360 day year. The interest rate on this Note is subject to adjustment as follows:

(1) In the event of a Determination of Taxability (hereafter defined), the interest rate payable hereunder shall increase to 2.75% per annum (the "Taxable Rate"), effective retroactively to the date on which such Determination of Taxability was made. In addition, upon a Determination of Taxability, the City agrees to pay to the Owner the Additional Amount (hereafter defined) upon demand. "Additional Amount" means (i) the difference between (a) interest on this Note for the period commencing on the date on which the interest on this Note ceased to be excludable from gross income for federal income tax purposes and ending on the earlier of the date this Note ceased to be outstanding or such adjustment is no longer applicable to this Note (the "Taxable Period") at a rate per annum equal to the Taxable Rate, and (b) the aggregate amount of interest paid on this Note for the Taxable Period under the provisions of this Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by such Owner to the Internal Revenue Service by reason of such Determination of Taxability. "Determination of Taxability" means, solely as a consequence of the action or inaction of the City, a final decree or judgment of any federal court or a final action of the Internal Revenue Service or of the United States Treasury Department determining that any interest payable on this Note is includable in the gross income of the Owner. No such decree or action shall be considered final for the purposes of this paragraph unless the City has been given written notice thereof and, if it is so desired by the City and is legally permissible, the City has been afforded the opportunity to contest the same, at its own expense, either directly or in the name of the Owner and until the conclusion of any appellate review, if sought.

(2) If it is determined at any time that this Note is not a "qualified tax exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), then the interest rate on this Note shall increase to such rate as the Owner reasonably determines will result in the Owner receiving the same taxable equivalent yield (the "Taxable Equivalent Yield") as if this Note had been a qualified tax exempt obligation, plus the Loss of BQ Status Additional Amount. "Loss of BQ Status Additional Amount" means (i) the difference between (a) interest on this Note for the period commencing on the date on which this Note is not a "qualified tax exempt obligation" within the meaning of Section 265(b)(3) of the Code ("Loss of BQ Status") and ending on the earlier of the date this Note ceased to be outstanding or such adjustment is no longer applicable to this Note (the "Loss of BQ Status Period") at a rate per annum equal to the Taxable Equivalent Yield, and (b) the aggregate amount of interest paid on this Note for the Loss of BQ Status Period under the provisions of this Note without considering the Loss of BQ Status, plus (ii) any penalties and interest paid or payable by such Owner to the Internal Revenue Service by reason of such Loss of BQ Status.

(3) If any payment on this Note is not made when due, the Interest Rate shall increase to the Default Rate. "Default Rate" means the lesser of (i) three percent per annum over the prime rate as quoted in the Wall Street Journal then in effect or (ii) the maximum interest rate permitted by applicable law.

Principal of and interest on this Note are payable in lawful money of the United States of America at such place as the Owner may designate to the City in writing.

Interest on this Note shall be payable semiannually to the Owner on the 1st day of each April and October, commencing on October 1, 2021. Principal on this Note is payable on the dates and in the amounts as follows:

Date	Principal Amount
April 1, 2022	$115,000
April 1, 2023	123,000
April 1, 2024	125,000
April 1, 2025	128,000
April 1, 2026	131,000

If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day, the payment due on such date shall be due on the next succeeding day which is a Business Day, but the City shall not receive credit for the payment until it is actually received by the Owner.

All payments by the City pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to principal.

This Note may be prepaid by the City at any time without any premium or prepayment penalty.

THIS NOTE SHALL NOT BE OR CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE CITY AS A "BOND" WITHIN THE MEANING OF ARTICLE VII, SECTION 12 OF THE CONSTITUTION OF FLORIDA, BUT SHALL BE PAYABLE SOLELY IN ACCORDANCE WITH THE TERMS OF THE HEREINAFTER DEFINED RESOLUTION. THE HOLDER OF THIS NOTE SHALL NEVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OR THE USE OF AD VALOREM TAX REVENUES TO PAY SUCH NOTE, OR BE ENTITLED TO PAYMENT OF SUCH NOTE FROM ANY FUNDS OF THE CITY EXCEPT FROM THE PLEDGED REVENUES AS DESCRIBED IN THE RESOLUTION.

This Note is issued pursuant to the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the Charter of the City, the Assessment Ordinance, and Resolution No. 22-2014 adopted by the City on February 10, 2014, as amended by Resolution No. 67-2014 adopted by the City on July 28, 2014, and as supplemented by a resolution adopted by the City on April 12, 2021, as may be further amended and supplemented from time to time (collectively, the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms, conditions and provisions of the Resolution including without limitation remedies upon the occurrence of an Event of Default are by this reference thereto incorporated herein as a part of this Note. Payment of this Note is secured by the Pledged Revenues and a backup covenant to budget, appropriate and deposit Non-Ad Valorem Revenues as provided in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

This Note may be exchanged or transferred by the Owner hereof but only in the manner provided in the Resolution.

This Note has been designated by the Issuer as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(B) of the Code.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City has caused this Note to be signed by its Mayor and City Manager, on behalf of the City Commission, and the seal of the City to be affixed hereto or imprinted or reproduced hereon, and attested and countersigned by the City Clerk and approved as to form and legality by the City Attorney, and this Note is to be dated the date first set forth above.

CITY OF STUART, FLORIDA

(SEAL)

By:_____
Name: Eula R. Clarke
Title: Mayor

By:_____
Name: David Dyess
Title: City Manager

ATTESTED AND COUNTERSIGNED:

By:_____
Name: Mary R. Kindel, CMC
Title: City Clerk of the
City of Stuart, Florida

APPROVED AS TO FORM
AND LEGALITY:

By:_____
Name: Michael J. Mortell
Title: City Attorney

EXHIBIT B

FORM OF PURCHASER'S CERTIFICATE

This is to certify that Seacoast National Bank (the "Purchaser") has not required the City of Stuart, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the $622,000 City of Stuart, Florida Fire Protection Assessment Revenue Note, Series 2021, dated April 16, 2021 (the "Note"), and no inference should be drawn that the Purchaser, in the acceptance of the Note, is relying on Note Counsel or the City Attorney as to any such matters other than the legal opinions rendered by Note Counsel and by the City Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meanings set forth in Resolution No. 22-2014 adopted by the City Commission of the Issuer on February 10, 2014, as amended by Resolution No. 67-2014 adopted by the City Commission of the Issuer on July 28, 2014, and as supplemented by a resolution adopted by City Commission of the Issuer on April 12, 2021, as may be further amended and supplemented from time to time (collectively, the "Resolution").

We are aware that investment in the Note involves various risks, that the Note is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Note is secured solely from the sources described in the Resolution (the "Note Security").

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our investment decision, we have relied upon the accuracy of information which has been provided to us by the Issuer.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Note and can bear the economic risk of our investment in the Note.

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Note Counsel nor the City Attorney shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Note as an investment for our own account and not with a present view to a resale or other distribution to the public. We understand that the Note may be transferred only in whole and not in part, and only to the Permitted Lender.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

DATED this 16th day of April, 2021.

SEACOAST NATIONAL BANK

By:_____
Name: Sarah Lynch
Title: Commercial Banker, VP

EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned, on behalf of the Purchaser (as hereinafter defined), proposes to negotiate with the City of Stuart, Florida (the "Issuer") for the private purchase of its City of Stuart, Florida Fire Protection Assessment Revenue Note, Series 2021 (the "Note") in the principal amount of $622,000. Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to Seacoast National Bank (the "Purchaser") in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

Purchaser's Counsel
Greenspoon Marder LLP
$4,000

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Note to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread (i.e., the loan fee) expected to be realized by the Purchaser is $0.

4. The management fee to be charged by the Purchaser is $0.

5. Truth-in-Bonding Statement:

The Note is being issued primarily to finance the cost of the 2021 Project, and to pay costs related thereto.

Unless earlier redeemed, the Note is expected to be repaid by April 1, 2026. At an interest rate of 2.19%, total interest paid over the life of the Note is estimated to be $41,108.13.

The Note will be payable from and secured solely by the Pledged Revenues as described in Resolution No. 22-2014 adopted by the City Commission of the Issuer on February 10, 2014, as amended by Resolution No. 67-2014 adopted by the City Commission of the Issuer on July 28, 2014, and as supplemented by a resolution adopted by City Commission of the Issuer on April 12, 2021, as may be further amended and supplemented from time to time (collectively, the "Resolution"). Based on the above assumptions, issuance of the Note is estimated to result in an annual average of approximately $133,736.09 of the Pledged Revenues not being available to finance other services of the Issuer during the life of the Note. This paragraph is provided solely for purposes of Section 218.385, Florida Statutes and is for informational purposes only.

6. The name and address of the Purchaser are as follows:

Seacoast National Bank
815 Colorado Avenue
Stuart, Florida 34994

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Purchaser this 16th day of April, 2021.

SEACOAST NATIONAL BANK

By:_____
Name: Sarah Lynch
Title: Commercial Banker, VP

CERTIFICATE AS TO PUBLIC MEETINGS
AND NO CONFLICT OF INTEREST

STATE OF FLORIDA:
CITY OF STUART:

I the undersigned member of the City Commission (the "City Commission") of the City of Stuart, Florida (the "Issuer"), recognizing that the purchaser of $622,000 City of Stuart, Florida Fire Protection Assessment Revenue Note, Series 2021 (the "Note"), will have purchased said Note in reliance upon this Certificate, DO HEREBY CERTIFY:

(1) that I have no personal knowledge that any two or more members of the City Commission, meeting together, reached any prior conclusion as to whether the actions taken by the City Commission, with respect to said Note, the security therefor and the application of the proceeds thereof, should or should not be taken by the City Commission or should or should not be recommended as an action to be taken or not to be taken by the City Commission, except at public meetings of the City Commission held after due notice to the public was given in the ordinary manner required by law and custom of the City Commission; and

(2) that I do not have or hold any employment or contractual relationship with Seacoast National Bank, which is purchasing the Note from the Issuer that would constitute a prohibited conflict of interest under Part III, Chapter 112, Florida Statutes.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as of the 12th day of April, 2021.

_____
Eula R. Clarke, Mayor

CERTIFICATE AS TO PUBLIC MEETINGS
AND NO CONFLICT OF INTEREST

STATE OF FLORIDA:
CITY OF STUART:

I the undersigned member of the City Commission (the "City Commission") of the City of Stuart, Florida (the "Issuer"), recognizing that the purchaser of $622,000 City of Stuart, Florida Fire Protection Assessment Revenue Note, Series 2021 (the "Note"), will have purchased said Note in reliance upon this Certificate, DO HEREBY CERTIFY:

(1) that I have no personal knowledge that any two or more members of the City Commission, meeting together, reached any prior conclusion as to whether the actions taken by the City Commission, with respect to said Note, the security therefor and the application of the proceeds thereof, should or should not be taken by the City Commission or should or should not be recommended as an action to be taken or not to be taken by the City Commission, except at public meetings of the City Commission held after due notice to the public was given in the ordinary manner required by law and custom of the City Commission; and

(2) that I do not have or hold any employment or contractual relationship with Seacoast National Bank, which is purchasing the Note from the Issuer that would constitute a prohibited conflict of interest under Part III, Chapter 112, Florida Statutes.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as of the 12th day of April, 2021.

_____
Merritt Matheson, Vice Mayor

CERTIFICATE AS TO PUBLIC MEETINGS
AND NO CONFLICT OF INTEREST

STATE OF FLORIDA:
CITY OF STUART:

I the undersigned member of the City Commission (the "City Commission") of the City of Stuart, Florida (the "Issuer"), recognizing that the purchaser of $622,000 City of Stuart, Florida Fire Protection Assessment Revenue Note, Series 2021 (the "Note"), will have purchased said Note in reliance upon this Certificate, DO HEREBY CERTIFY:

(1) that I have no personal knowledge that any two or more members of the City Commission, meeting together, reached any prior conclusion as to whether the actions taken by the City Commission, with respect to said Note, the security therefor and the application of the proceeds thereof, should or should not be taken by the City Commission or should or should not be recommended as an action to be taken or not to be taken by the City Commission, except at public meetings of the City Commission held after due notice to the public was given in the ordinary manner required by law and custom of the City Commission; and

(2) that I do not have or hold any employment or contractual relationship with Seacoast National Bank, which is purchasing the Note from the Issuer that would constitute a prohibited conflict of interest under Part III, Chapter 112, Florida Statutes.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as of the 12th day of April, 2021.

_____
Becky Bruner, Commissioner

CERTIFICATE AS TO PUBLIC MEETINGS
AND NO CONFLICT OF INTEREST

STATE OF FLORIDA:
CITY OF STUART:

I the undersigned member of the City Commission (the "City Commission") of the City of Stuart, Florida (the "Issuer"), recognizing that the purchaser of $622,000 City of Stuart, Florida Fire Protection Assessment Revenue Note, Series 2021 (the "Note"), will have purchased said Note in reliance upon this Certificate, DO HEREBY CERTIFY:

(1) that I have no personal knowledge that any two or more members of the City Commission, meeting together, reached any prior conclusion as to whether the actions taken by the City Commission, with respect to said Note, the security therefor and the application of the proceeds thereof, should or should not be taken by the City Commission or should or should not be recommended as an action to be taken or not to be taken by the City Commission, except at public meetings of the City Commission held after due notice to the public was given in the ordinary manner required by law and custom of the City Commission; and

(2) that I do not have or hold any employment or contractual relationship with Seacoast National Bank, which is purchasing the Note from the Issuer that would constitute a prohibited conflict of interest under Part III, Chapter 112, Florida Statutes.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as of the 12th day of April, 2021.

_____
Troy A. McDonald, Commissioner

CERTIFICATE AS TO PUBLIC MEETINGS
AND NO CONFLICT OF INTEREST

STATE OF FLORIDA:
CITY OF STUART:

I the undersigned member of the City Commission (the "City Commission") of the City of Stuart, Florida (the "Issuer"), recognizing that the purchaser of $622,000 City of Stuart, Florida Fire Protection Assessment Revenue Note, Series 2021 (the "Note"), will have purchased said Note in reliance upon this Certificate, DO HEREBY CERTIFY:

(1) that I have no personal knowledge that any two or more members of the City Commission, meeting together, reached any prior conclusion as to whether the actions taken by the City Commission, with respect to said Note, the security therefor and the application of the proceeds thereof, should or should not be taken by the City Commission or should or should not be recommended as an action to be taken or not to be taken by the City Commission, except at public meetings of the City Commission held after due notice to the public was given in the ordinary manner required by law and custom of the City Commission; and

(2) that I do not have or hold any employment or contractual relationship with Seacoast National Bank, which is purchasing the Note from the Issuer that would constitute a prohibited conflict of interest under Part III, Chapter 112, Florida Statutes.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as of the 12th day of April, 2021.

_____
Michael J. Meier, Commissioner

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** Ryanne Cavo

Title of Item:

EXTENSION #12 TO THE DECLARATION OF STATE OF EMERGENCY FOR COVID-19 (RC):

RESOLUTION No. 38-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY PERTAINING TO COVID-19; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City Commission finds that it is necessary and reasonable for the City to continue exercising emergency powers invoked by the Declaration of Local Emergency signed by the Mayor in order to protect the health, safety and welfare of the citizens of Stuart, Florida, and finds that it is necessary to confirm and extend the Declaration of Emergency.

Funding Source:

N/A

Recommended Action:

Approve Resolution 38-2021.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R38-2021; Ext. #12 to the Declaration of State of Emergency for COVID-19	3/8/2021	Resolution add to Y drive
🗋	Declaration of State of Local Emergency	3/8/2021	Attachment

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 38-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY PERTAINING TO COVID-19; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on March 16, 2020, the Mayor of the City of Stuart issued a Local Emergency Declaration pursuant to §252.38(2), Florida Statutes. The Emergency Declaration was extended multiple times and expired on August 10, 2020. On August 11, 2020, the Mayor issued another Emergency Declaration of Local Emergency which has also been extended multiple times and expires on April 12, 2021, if not extended by the City Commission; and

WHEREAS, the City Commission hereby finds that the City remains in a state of emergency due to the potential exposure to COVID-19; and

WHEREAS, due to the recommendations of the Center for Disease Control, the World Health Organization as well as the State of Emergency entered by the Governor of Florida, it has become necessary to continue essential operations as contemplated by the State of Emergency entered by the Mayor; and

WHEREAS, the City Commission finds that it is necessary and reasonable for the City to continue exercising emergency powers invoked by the Declaration of Local Emergency signed by the Mayor in order to protect the health, safety and welfare of the citizens of Stuart, Florida, and finds that it is necessary to confirm and extend the Declaration of Emergency; and

WHEREAS, pursuant to Section 252.38(2), Florida Statutes, the City of Stuart shall be authorized to waive the procedures and formalities otherwise required by law pertaining to performance of public works, operation of the City and otherwise providing for the health and welfare of the citizens of Stuart, Florida; and

WHEREAS, on October 23, 2020, The Department of Health Offices of Tallahassee, Leon County, Florida, renewed its Declaration of Public Health Emergency as COVID-19 continues to pose a threat to public health in the State of Florida and requires ongoing measures be taken to protect public health.

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

SECTION 1. The City Commission hereby confirms and extends until May 24, 2021, the Declaration of Local Emergency signed by the Mayor on March 16, 2020. An executed copy of the Declaration of Local Emergency is attached to this Resolution and fully approved by the City Commission and incorporated herein by this reference.

SECTION 2. Effective Date. This Resolution shall take effect immediately upon adoption.

SECTION 3. This Resolution shall authorize the City to waive the procedures and formalities otherwise required by law pertaining to performance of public works, operation of the City and otherwise providing for the health and welfare of the citizens of Stuart, Florida due to the potential exposure to the Novel Coronavirus (COVID-19).

SECTION 4. All directives entered by the City Manager under the original State of Local Emergency related to COVID-19 shall remain in full force and effect until the expiration of the emergency or modified by the City Manager or Commission Action.

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

	YES	NO	ABSENT	ABSTAIN
EULA R. CLARKE, MAYOR				
MERRITT MATHESON, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				
MIKE MEIER, COMMISSIONER				

ADOPTED this ____ day of April, 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY OF STUART, FLORIDA
DECLARATION OF STATE OF LOCAL EMERGENCY
(COVID-19 State of Emergency)

WHEREAS, Section 16-4 of the City of Stuart, Code of Ordinances authorizes the Mayor to declare a State of Local Emergency; and

WHEREAS, the Mayor has determined that a State of Local Emergency exists within the City of Stuart, Florida; and

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and other potential methods, and presents with symptoms similar to those of influenza; and

WHEREAS, in December of 2019, a new and substantial outbreak of COVID-19 emerged in Wuhan, China, and has since spread rapidly to more than 117 Countries and territories throughout the World including the United States, and more specifically several locations within the State of Florida;

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51, declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary, and therefore directed that a Public Health Emergency be declared in the State of Florida. Further the Governor issued a statement recommending that local municipalities and private entities strongly consider limiting or postponing mass gatherings in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic. The Governor's Declaration of Emergency has been extended several times and remains in full force and effect; and

WHEREAS, on August 10, 2020, there were over five (5) million cases of the Coronavirus identified in the United States in excess of One Hundred and Sixty-Three Thousand (163,000) deaths. On March 16, 2020, when the City of Stuart declared the initial state of emergency related to Covid 19, there existed 142,539 confirmed cases of COVID-19 globally, and in excess of 5,393

deaths. There now exists more deaths in the United States than there were global cases of Covid 19 when this emergency began; and

WHEREAS, the Center for Disease Control and Prevention (CDC) prediction that it is was likely that widespread transmission of COVID-19 will occur throughout the United States was accurate. The public health threat posed by COVID-19 continues to be "high", both in the United States and throughout the world; the CDC has advised that older adults and persons with serious chronic medical conditions are at a higher risk of severe illness caused from exposure to COVID-19, and should take extra precautions to avoid exposure and further transmission; and

WHEREAS, no vaccine or drug is currently available to cure or combat COVID-19; and

WHEREAS, the City of Stuart, Florida is threatened by COVID-19 because of the apparent ability of the virus to spread rapidly among humans, and COVID-19 thereby constitutes a clear and present threat to the health, safety, and welfare of the citizens and visitors of the City of Stuart, Florida; and

WHEREAS, the City of Stuart should take protective measures – including activation of the emergency operations center at such time as deemed necessary by the City Manager; procurement of personal protective equipment; consequence management, and similar activities to support the public health and safety of the community; and

WHEREAS, the City of Stuart Code of Ordinances authorizes the Mayor to declare a State of Local Emergency which in turn empowers the City Commission, City Manager and other Staff to waive the procedures and formalities otherwise required by law pertaining to:

1. Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency' provided, however, such rules and regulations must be confirmed at the earliest practicable time by the City Commission;

2. Obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and bind the City for the fair value thereof and, if required immediately, commandeer the same for public use;

3. Require emergency service of any City officer or employee and command the aid of as many citizens of this community as is deemed necessary in the execution of its duties; such persons shall be entitled to all privileges, benefits, and immunities as are provided by state law for registered disaster service workers;

4. Performance of public works and those actions necessary to ensure the health, safety and welfare of the community, including but not limited to denying or

revoking permits for public gatherings and/or cancelling mass gatherings taking place during the Local State of Emergency.

5. Entering into contracts; Incurring obligations; Rental of equipment; Acquisition and distribution, with or without compensation, of supplies, materials and facilities; Appropriation and expenditure of public funds.

NOW, THEREFORE,

I, Michael J. Meier of the City of Stuart, Florida, pursuant to the authority vested in me by Section 16-4, Code of Ordinances of the City of Stuart, Florida, do hereby declare and establish a Local State of Emergency for the next seven (7) days, and unless sooner rescinded, and waive the procedures and formalities as provided herein.

Dated, in the City of Stuart, Florida this 11th day of August, 2020.

ATTEST:

MARY KINDEL
CITY CLERK

MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD ·

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** Pinal Gandhi-Savdas

Title of Item:

ADOPT FOUR FACTOR ANALYSIS/LANGUAGE ACCESS PLAN (LAP) FOR LIMITED ENGLISH PROFICIENCY (LEP) PERSONS (RC):

RESOLUTION No. 40-2021; A RESOLUTION OF THE CITY OF STUART, FLORIDA, TO ADOPT THE FOUR-FACTOR ANALYSIS AND LANGUAGE ACCESS PLAN FOR THE IMPLEMENTATION OF THE CDBG GRANT PROGRAM; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City also applied for the CDBG COVID grant in the amount of $4,687,000 to purchase and rehabilitate a property located at 720 SE Martin Luther King Jr. Blvd for training and entrepreneur center for citizens affected by COVID.

Attached is a CDBG policy that is required to be adopted by the City prior to the grant award. Below is a summary of the policy.

Four Factor Analysis/Language Access Plan (LAP) for Limited English Proficiency (LEP) persons - As recipients of CDBG COVID funds, subgrantees (the City) have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing regulations require that recipients take responsible steps to ensure meaningful access by LEP persons.

Funding Source:

N/A

Recommended Action:

Adopt Resolution No. 40-2021.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution No. 40-2021	3/29/2021	Resolution add to Y drive
🗋	Resolution No 40-2021 Exhibit A	3/29/2021	Resolution add to Y drive

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 40-2021

A RESOLUTION OF THE CITY OF STUART, FLORIDA, TO ADOPT THE FOUR-FACTOR ANALYSIS AND LANGUAGE ACCESS PLAN FOR THE IMPLEMENTATION OF THE CDBG GRANT PROGRAM; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart Commission of Stuart wishes to undertake a Community Development Block Grants (CDBG) CV (COVID) grant project pursuant to the requirements established by the State of Florida, Department of Economic Opportunity (FDEO); and

WHEREAS, the City of Stuart, if awarded, understands it shall be contractually required to adopt the Four-Factor Analysis and Language Access Plan.

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

SECTION 1: The City of Stuart City Commission of Stuart, Florida hereby adopts the Four-Faction Analysis and Language Access Plan.

SECTION 2: The City Commission directs the Mayor to execute and submit the Four-Factor Analysis and Language Action Plan attached as "Exhibit A" with the CDBG COVID application to FDEO.

SECTION 3: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
EULA R. CLARKE, MAYOR				
MERRITT MATHESON, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				
MIKE MEIER, COMMISSIONER				

ADOPTED this ___ day of _____, 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

FOUR-FACTOR ANALYSIS
and
LANGUAGE ACCESS PLAN
FOR LIMITED ENGLISH PROFICIENCY PERSONS

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CITY OF STUART

Purpose: In compliance with Executive Order 13166, the City of Stuart has developed the following Four Factor Analysis/ Language Access Plan (LAP) for Limited English Proficiency (LEP) persons.

History: Title VI of the Civil Rights Act of 1964 is the federal law that protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have limited English proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

City of Stuart Four-Factor Analysis: The following Four-Factor Analysis will serve as the guide for determining which language assistance measures that the City of Stuart will undertake to guarantee access to the City of Stuart Community Development Block Grant (CDBG) programs by LEP persons.

1. Number or proportion of LEP persons served or encountered in the eligible service population (served or encountered includes those persons who would be served by the recipient if the person received education and outreach and the recipient provided sufficient language services).

   The City of Stuart utilized American Community Survey data (https://www.lep.gov/maps/lma2015/Final, Survey Data Table 2013 ACS LEP) Based on this data, the City of Stuart does meet the 1,000 or 5% LEP persons threshold for Spanish and Haitian Creole Language(s) identified.

   The City of Stuart will ensure that any persons requiring a Spanish and Haitian Creole translator at public hearings will be provided one upon request. The City of Stuart will also ensure that all public notices will be published in both Spanish and Haitian Creole to ensure that this population has complete access to the information.

2. The frequency with which the LEP persons come into contact with the program.

   The City of Stuart is unable to determine or anticipate the LEP representation of any project. However, all citizen participation activities are open to the general public.

3. The nature and importance of the program, activity, or service provided by the program.

The City of Stuart states that the importance of any proposed program, activity or service will be open to the general public and that access to public notices will be provided in Spanish and Haitian Creole. Further Spanish and Haitian Creole translators for such programs, activities, or services will be provided upon request.

4. The resources available and costs to the recipient.

Currently, the City of Stuart provides Notices of Public Comment in English in local papers and on their website. Additionally, translators will be made available upon request to provide oral translation services in Spanish and Haitian Creole at public meetings. Furthermore, many of the common forms used in the implementation of a CDBG project are available in multiple languages on the HUD and DOL websites, and there are free websites that can be utilized to translate some written materials. Additionally, translation activities are an eligible CDBG administrative expense. Therefore, limited LAP measures are reasonable given the resources available to the City of Stuart.

Eula R Clarke
Chief Elected Official
Mayor, City of Stuart

3/10/2021
Date

City of Stuart

Language Access Plan

As a result of the preceding Four-Factor Analysis, the City of Stuart has identified the following types of language assistance to be provided on an as needed basis by the City of Stuart throughout the implementation of the CDBG program:

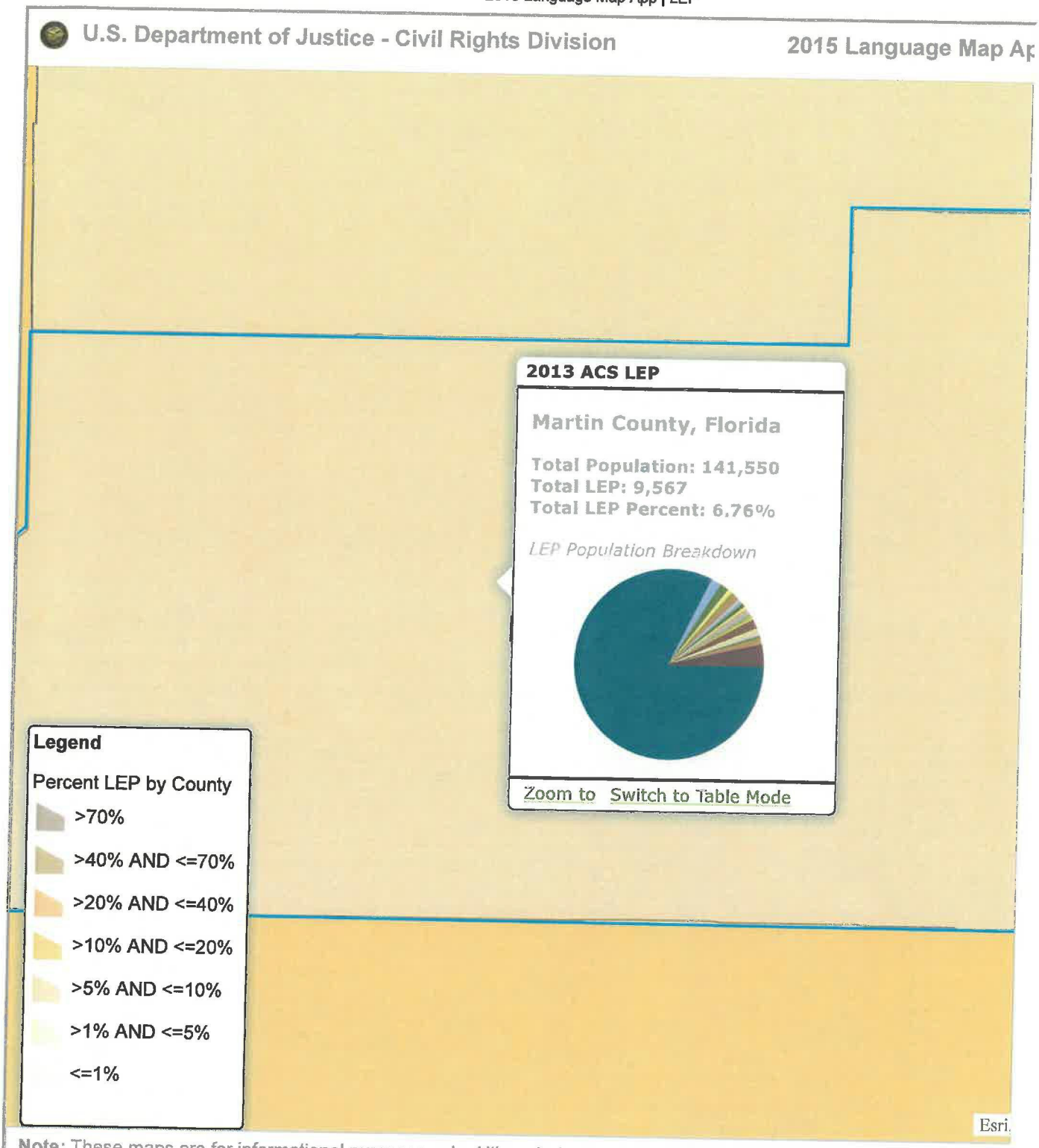
- All CDBG citizen participation documents, project-related resolutions, public notices, and amendments will be published in Spanish and Haitian Creole on bulletin boards at the City Commission Chambers and in public places throughout the proposed project area(s) and/or the community.
- Additionally, all published citizen participation advertisements will include a statement in Spanish and Haitian Creole indicating other program materials are available in Spanish and Haitian Creole upon request.
- All citizen participation notices will include a statement that translators will be available at public meetings upon prior request.
- If needed, a translator may be retained to provide oral translation in the field during the implementation of any project, activity or services.
- If other populations of LEP persons are identified in the future, the City of Stuart will consider additional measures to serve the language access needs of those persons.

Adopted:

APRIL 12, 2021
Date Adopted

Mary K. Kindel, CMC
Attest City Clerk

Chief Elected Official
Mayor, City of Stuart



Note: These maps are for informational purposes only. Although demographic language data may be useful in considerin setting, federal and recipient agencies are required to provide meaningful access to all LEP individuals in delivering servic 13166. Recipients of federal financial assistance must comply with Title VI of the Civil Rights Act of 1964 and its impleme

Return to top

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** Michael J. Mortell, Esq.

Title of Item:

MULLIGANS LEASE ASSIGNMENT (RC):

RESOLUTION No. 43-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE ASSIGNMENT OF THE AMENDED LEASE AGREEMENT PREVIOUSLY ENTERED INTO BETWEEN THE CITY OF STUART AND MULLIGANS STUART ACQUISITION, LLC FOR LEASE OF THE PROPERTY AT 131 SW FLAGLER AVENUE TO S & C RESTAURANT GROUP, LLC FOR THE BALANCE OF THE LEASE TERM WHICH IS SET TO EXPIRE ON APRIL 30, 2038; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Mulligans Stuart Acquisition, LLC desires to enter into an Assignment and Assumption of Lease Agreement with S & C Restaurant Group, LLC, which plans to continue operating as a restaurant at this location for the remainder of the lease with an effective date of April 12, 2021.

Funding Source:

N/A

Recommended Action:

Adopt Resolution 43-2021.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R43-2021; Authorization to Assign Mulligans Lease to S & C Restaurant, LLC	4/2/2021	Resolution add to Y drive
🗋	Mulligans Amended Lease	4/2/2021	Exhibit
🗋	Assignment and Assumption of Amended Lease	4/5/2021	Exhibit

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NO. 43-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE ASSIGNMENT OF THE AMENDED LEASE AGREEMENT PREVIOUSLY ENTERED INTO BETWEEN THE CITY OF STUART AND MULLIGANS STUART ACQUISITION, LLC FOR LEASE OF THE PROPERTY AT 131 SW FLAGLER AVENUE TO S & C RESTAURANT GROUP, LLC FOR THE BALANCE OF THE LEASE TERM WHICH IS SET TO EXPIRE ON APRIL 30, 2038; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart, Florida entered into an original Lease Agreement on May 1, 2018, as well as an Amended Lease on November 25, 2020 with Mulligans Stuart Acquisition, LLC, for the property located at 131 SW Flagler Avenue, Stuart, Florida 34994 for a period of twenty years (20) with an expiration date of April 30, 2038.

WHEREAS, the Amended Lease executed on November 25, 2020 replaced the original Lease executed on February 13, 2013 by former Tenant, Spoto's Oyster Bar and the original Lease executed on May 1, 2018 by Mulligan's Stuart Acquisition, LLC.

WHEREAS, Section 10 of the Amended Lease provides that the Lessor may not assign the Lease without the consent of the City of Stuart, which consent shall not be unreasonably withheld.

WHEREAS, Mulligans Stuart Acquisition, LLC desires to enter into an Assignment and Assumption of Lease Agreement with S & C Restaurant Group, LLC, which plans to continue operating as a restaurant at this location for the remainder of the lease with an effective date of April 12, 2021.

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

SECTION 1: The City Commission authorizes the Mayor to execute an Authorization of the Assignment and Assumption of Lease Agreement pursuant to Section 10 of the Amended Lease. The Assignment shall be contingent upon the following conditions:

A. Receipt of all necessary information (including information about the financial and experience ability of the assignee to perform under this Amended Lease.

B. The City Commission, in its reasonable discretion, must be satisfied that the assignee intends to use the Leased Property in a manner that is consistent with uses allowed by this Amended Lease.

C. The City Commission must be satisfied, in its reasonable discretion that the assignee possesses the financial capacity, a good reputation, and sound managerial ability to operate the restaurant successfully on the Leased Property.

SECTION 2: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
EULA R. CLARKE, MAYOR				
MERRITT MATHESON, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				
MIKE MEIER, COMMISSIONER				

ADOPTED this _____ day of April, 2021.

ATTEST:

_____	_____
MARY R. KINDEL	EULA R. CLARKE
CITY CLERK	MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 139-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF AN AMENDED LEASE AGREEMENT BETWEEN CITY OF STUART AND MULLIGAN'S STUART ACQUISITION, LLC FOR LEASE OF THE PROPERTY AT 131 SW FLAGLER; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Commission of the City of Stuart, Florida approves the execution of a Lease Agreement between Mulligan's Stuart Acquisition, LLC and the City of Stuart for the property located at 131 SW Flagler Avenue for a period of twenty years beginning in April, 2016.

SECTION 2: Due to Covid restrictions, Mulligan's desires to create an outdoor dining space under the building as a permanent improvement. As consideration, Mulligan's has agreed to amend the Lease to allow the City to have an easement over the parking lot which will provide access for future redevelopment proposals.

SECTION 3: This resolution authorizes the Mayor and City Clerk, the City Manager and any other City official necessary, to execute the Lease Agreement upon review and approval of the City Attorney.

SECTION 3: This resolution shall take effect upon adoption.

Resolution No. 139-2020
Amended Lease Agreement with Mulligan's Stuart Acquisition, LLC.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR	Y			
EULA R. CLARKE, VICE MAYOR	Y			
BECKY BRUNER, COMMISSIONER	Y			
MERRITT MATHESON, COMMISSIONER	Y			
TROY MCDONALD, COMMISSIONER	Y			

ADOPTED this 23rd day of November, 2020.

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD ·

ABSOLUTE NET, UNSUBORDINATED AMENDED LEASE

City of Stuart and Mulligan's Stuart Acquisition, LLC

THIS LEASE is made and executed as of the 25th day of November 2020, by and between the **CITY OF STUART,** 121 SW Flagler Avenue, Stuart, Florida 34994, a Florida municipal corporation, hereinafter referred to as "LESSOR", and **MULLIGAN'S STUART ACQUISITION, LLC**, Suite 1038 SE Ocean Blvd., Suite C, Stuart, Florida 34996, registered to do business in the State of Florida, and doing business using the registered fictitious name of **MULLIGAN'S BEACH HOUSE & GRILL**, hereinafter referred to as "LESSEE."

THIS LEASE amends the original lease executed by Spoto's Oyster Bar on February 13, 2013, as well as the lease executed by Mulligan's in May, 2018 and shall replace the previous documents. This lease replaces all terms of any and all prior leases. This is a triple absolute net unsubordinated lease. Therefore, the tenant is solely responsible for all the costs relating to the asset being leased (real property and building), in addition to the rent fee applied under the lease. The lessee shall pay the real estate taxes on the leased asset, the building and property insurance and all maintenance related to the property.

Section 1. Demise, Description and Use of Premises.

As used herein, the term "Premises" refers to the real property described in **Exhibit "A"** and to any improvements located thereon from time to time during the term hereof. Seating is limited to 204 seats without special parking arrangements being obtained from the Lessor for additional parking. Mulligan's desires to provide outdoor seating beneath the building. The parking for the outdoor seating will be derived by sharing the lot next door to Mulligans. All spaces in the parking area behind the Stuart Feed Store shall remain open to the public. There are currently 26 spaces in the lot. Stuart code requires one (1) parking space per four (4) seats. Therefore, there shall be no more than a maximum of 104 additional seats provided under the terms of this lease. Failure to comply with this term of the lease shall be considered a default for breach of a material term of this lease. Breach of this condition on more than three separate occurrences shall constitute a default of a material term of the lease which cannot be cured by removing the chairs and will only be considered cured by a signed waiver of the breach signed by the Mayor.

Further, Lessor agrees to provide Lessee an easement over and across the parking lot at 131 Flagler Avenue for the extension of the roadway or other redevelopment of the area. Because Stuart is the owner of the property, a formal easement is not necessary. The purpose of this clause is to expressly authorize the City to use the parking lot in future redevelopment activity. The lessee will not lose any seating due to the loss of any parking spaces in the event that the City modifies the parking lot.

Section 2. Commencement and Term.

2.01. The term of this Lease shall commence on May 1, 2018 (the "Lease Commencement Date"). Rental payments due hereunder shall commence on May 1, 2018 (the "Initial Rent Commencement Date"), and as later provided herein.

2.02. The term of this Lease shall continue until April 30, 2038, unless earlier modified, extended or terminated, as provided herein. Lessee specifically covenants and agrees that the total lease term, including any extensions, shall not exceed a total of twenty (20) years.

Section 3. Initial Rent.

It is the purpose and intent of the Lessor and the Lessee that the rent shall be absolute net to the Lessor. Lessee hereby agrees to pay to Lessor rent for the leased Premises, as follows and more specifically delineated in Exhibit "B", which is made a part hereof.

A. CALANDAR YEAR 2018: Sixteen Thousand ($16,000.00) Dollars per month.

B. CALANDAR YEAR 2019: Seventeen Thousand ($17,000.00) Dollars per month.

C. CALANDAR YEAR 2020: Eighteen Thousand ($18,000.00) Dollars per month.

D. CALANDAR YEAR 2021: Nineteen Thousand ($19,000.00) Dollars per month.

E. CALANDAR YEAR 2022: Twenty Thousand ($20,000.00) Dollars per month.

F. *Rent Index:* Beginning January 1, 2023, the rent shall be indexed for the balance of the term with an annual index of 3%. At the end of each year, the annual rent shall be increased by 3% over the prior year's rent. The actual rent is depicted on Exhibit B attached hereto.

Section 4. Percentage Rent, Rent Credits and Rent Escalation.

4.01 *Percentage Rent.* In addition to base rent, Lessee acknowledges that it shall also pay a rental payment equal to a percentage of gross sales as follows:

The tenant shall pay to the landlord the sum of 5% of the gross sales in excess of Three Million Five Hundred Thousand ($3,500,000.00) Dollars. No later than February 20th of each year, the lessee shall furnish to the Lessor a complete and accurate copy of all monthly Sales and Use Tax Returns filed with the Florida Department of Revenue for the prior Lease Year, along with a payment to lessor evidenced by an electronic transfer receipt (ACH) for the amount required herein. At no time shall the payment be made later than April 10 for the preceding year.

The parties acknowledge and agree that provided for herein are: 1) Rent Escalation; 2) Percentage Rent; and 3) together with Rent Credits extended to the Lessee, the net amount of which is all payable, solely for the convenience of Lessee, in monthly installments as described in Section 3 of this Lease ("Initial Rent") and payable on the first (1st) day of each month, in advance, from the Rent Commencement Date throughout the term of this Lease, including any extension terms, subject to adjustments as hereinafter set forth.

All of Lessee's payments shall be made in the form of an electronic transfer (ACH) and shall be made to whomever the Lessor designates, in writing, from time to time. All sums due as rent or additional rent shall be paid without set-off for any reason, other than a default hereunder by Lessor which impairs the operation of the business conducted on the Premises.

Section 5. Taxes.

5.01 *Payment of Property Taxes.* Beginning on the Lease Commencement Date and throughout the term of this Lease, thereafter, including any extension terms, Lessee shall pay, as additional rent hereunder, all taxes. "Taxes" as used herein, means all real property taxes, rates, duties and assessments, local improvement taxes and assessments, whether general or special, that are levied, rated, charged or assessed against the Premises or any part thereof and any rents due Lessor therefrom from time to time by any lawful taxing authority, whether federal, state, county, city, school, or otherwise, and any and all taxes which are imposed in lieu of, or in addition to any such

real property taxes whether of the foregoing character or not and whether in existence at the Lease Commencement Date.

5.02 *Tax Notices.* Lessor shall promptly forward to Lessee all notices, bills or invoices Lessor receives requiring payment for any of the items set forth immediately above. Written proof of prompt and timely payment shall be furnished to the Lessor as soon as the same is made by the Lessee.

5.03 *Contest of Real Property Assessment.* Lessee may contest any property assessment, tax or assessment payment, it is required to pay and may file protests or otherwise proceed in the name of Lessor. No contest may be filed for the first year's taxes. Thereafter, any contest must be made by depositing with an escrow agent satisfactory to both Lessor and Lessee sufficient collateral, in a form reasonably satisfactory to Lessor, to protect the Lessor against loss of the property by tax certificate or sale or other tax collection procedure. Lessor may use the collateral at any time Lessor determines in good faith, that such a loss is imminent.

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

5.05 *Failure to Pay Taxes.* The tenant shall pay the property taxes no later than November 30, of the year during which the tax notice is received. A failure to pay any or all required Taxes in a timely manner shall be a breach of this Lease. The Lessor shall have the option, but not the obligation, to pay any delinquent Taxes, in which case they shall become Additional Rent. In the event that the Lessor pays the taxes after December 1 because they were not paid by November 30, the tenant shall remain responsible for the taxes paid by the City and shall also be in default of the lease until such time as it has reimbursed the landlord the full amount of the taxes paid by the Landlord plus a fee of 5% of the entire tax bill paid by the City.

Section 6. Early Termination. It is understood and agreed by the parties that the Lessor may terminate the Lease subject to the following conditions:

6.01 The parties agree that there is no provision for an early termination of the lease prior to April 1, 2028. Beginning on April 2, 2028 (Lessor's Termination Notice Period), the landlord shall have the right to exercise the right to early termination pursuant to Section 7 of the lease; and

6.02. During the Lessor's Termination Notice Period, and provided that Tenant is not otherwise in default of any material terms under the Lease following notice and reasonable opportunity to cure, Lessor shall waive any and all Rent (excluding taxes and maintenance expenses) however, the unpaid rent shall be applied toward the payment due to the tenant under section 7 of this lease; and

6.03. On or before the expiration of the Lessor's Termination Notice Period, Tenant shall vacate the Premises, leaving the Premises in good order and repair, ordinary wear and tear expected.

Section 7. Termination Payment: In the event that Lessor terminates the Lease via the Early Termination clause, in addition to the rights and obligations stated herein, Lessor's payment to Tenant, as follows:

7.01. I n the event Lessor provides written notice of the termination of the Lease after April 30, 2028, Lessor shall pay to Tenant the following single-year sum dependent upon when the termination occurs (i.e. if the Lessor terminates the lease during year 14, the Lessor shall pay the Tenant a sum of $1,400,000):

$2,000,000 in year 11 of the lease;
$1,800,000 in year 12 of the lease;
$1,600,000 in year 13 of the lease;
$1,400,000 in year 14 of the lease;
$1,200,000 in year 15 of the lease;
$1,000,000 in year 16 of the lease;
$800,000 in year 17 of the lease;
$600,000 in year 18 of the lease;
$500,000 in year 19 of the lease;
$500,000 in year 20 of the lease.

In the event that the Tenant contests or challenges this condition of the lease, then the early termination fee shall be reduced to a flat fee of $100,000.00.

Section 8. Permitted Uses.

8.01. Lessee shall develop and operate the entire Premises only for use as a Restaurant, with accessory retail sales, and vehicle parking.

(1) Lessor shall not interfere with Lessee's efforts to so develop and operate the Premises, except that all improvements collectively costing $30,000 or more to the Premises shall be subject to the written approval of the Lessor's city manager, which approval shall not be unreasonably withheld or delayed.

(2) All exterior improvements and signage shall require the city manager's prior written approval, which approval shall not be unreasonably withheld or delayed. A commercially suitable sign package shall require the approval of the City's Development Director, and Lessee shall be responsible for the payment of any and all reasonable costs incurred in connection with the development of the Premises including the preparation of any applications, plans, surveys or other documents and all impact fees and development incurred in connection with development of the Premises.

8.02. Lessee shall have the right to have the Premises open for business between the hours of 8:00 AM to 11:00 PM, Sunday through Thursday, and 8:00 AM to midnight on Friday and Saturday, at all times throughout the year. In the event that Lessee is not

open for business for more than any thirty (30) consecutive-day period, without an Act of God, Natural Disaster, or Unavoidable Delay (See Sec. 32) having occurred, the Lessor shall be free to cancel the Lease, and re-take the Premises, without requiring any court action. Under these circumstances the Lessee shall not prevent or complain about any "self-help" actions taken by the Lessor in this regard.

Section 9. Non-Subordination of Real Property Interest and Encumbrances of Lessee's Leasehold Interest.

9.01. *No Subordination.* Nothing contained herein shall be construed to require Lessor to execute any document or instrument, which would create any financial liability upon the Premises, or to alter or impair Lessor's rights under this Lease. **The Lessor is prohibited by Florida law from burdening any part of or all of the fee interest of the Premises, or to grant or agree to any such encumbrance or to any obligation which will burden the property beyond the Lease term.** Lessor shall not be required to subordinate its fee interest in the Premises to the lien of any mortgage, which Lessee may execute.

9.02. *Leasehold Encumbrance.* Lessee shall not, without obtaining Lessor's consent, encumber its Leasehold interest in the Premises together with all improvements placed thereon by Lessee, as security for any indebtedness of Lessee. Such encumbrance shall not be unreasonably withheld or delayed by the Lessor but may require the Lessee to furnish satisfactory evidence of the commercial viability of the debt, the loan, and the mortgage terms.

9.03. *Notice and Cure of Lessee's Default.* Lessor further agrees, in connection with Lessee's efforts to obtain financing for the development of the Premises, to provide any Mortgagee of whom Lessor has actual knowledge who holds a mortgage on Lessee's leasehold interest with a copy of any notice of default Lessor sends to Lessee hereunder and prior to terminating this Lease as a result of any default by Lessee, Lessor shall provide any such Mortgagee an equal period within which to cure any default by Lessee or in the alternative, Lessor shall give the Mortgagee the right to elect to receive a new lease on the Premises for a term equal to the then unexpired term of this Lease containing the same covenants and conditions as this Lease, such right of election to be in effect for thirty (30) days following the expiration of any grace period granted to Lessee and said right to be conditioned upon the Mortgagee curing Lessee's default.

9.04. *Estoppel Letter.* Lessor shall from time to time, within ten (10) days after Lessee shall have requested it, execute, enseal, acknowledge and deliver to the Lessee, or such other party as may be directed by Lessee an estoppel letter in recordable form certifying any fact pertaining to the Lease reasonably requested by Lessee or any mortgage or prospective mortgage of the leasehold interest. It is intended that any statement delivered pursuant to the provisions of this Section be relied upon by any such mortgage. Lessee shall prepare such instrument and deliver same to Lessor with the request.

Section 10. Assignment and Sublease.

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

Section 11. Uses Prohibited.

11.01. Specific Uses Prohibited.

A. The Lessee shall not operate the Premises as a Night Club, regardless of the type of liquor license it holds from the State of Florida. The definition of Night Club follows:

Night Club means any stand-alone bar, bottle club, restaurant or other establishment which meets all of the following requirements:

(1) serves or allows the consumption of alcoholic beverages on the premises without the full service of food; and

(2) has live or recorded music, entertainment, or dancing, or any combination thereof; and

(3) which is open for business later than midnight.

B. *Littering Prohibited.* The Lessee shall not permit its staff or patrons to litter the Premises or the adjacent St. Lucie River, and the Lessee shall be responsible for the collection and containment of all solid waste, including service items and recyclables, such that no trash, garbage, recyclables, or other disposable or non-disposable items are allowed to accumulate on the outdoor portion of the Premises or enter into the St. Lucie River. Any accidental or purposeful dumping of any items into the St. Lucie River by Lessee, its customers, or invitees shall result in the items being promptly collected and properly disposed of by the Lessee.

C. If the event that the restaurant desires to stay open later than midnight, the LESSEE agrees to file for a Special Events Permit, which the City may permit up to four times annually.

11.02. *General Uses Prohibited.* Lessee shall not use or permit the use of the Premises, or any part thereof, for any illegal purpose or purposes, nor shall Lessee

maintain a nuisance on the Premises or use or permit the use thereof for immoral or adult entertainment purposes. The Premises may not be used as a toxic waste dump or storage facility, a solid waste disposal site or any use which could have a harmful effect on the land itself, or upon the St. Lucie River. The Lessee shall not commit waste. No construction, improvement or use may be made of the Premises which would impair the right to collect rental adjustments called for herein.

11.03. *Outdoor Sound Regulated.* Lessee shall fully comply with the City of Stuart sound ordinance at all times.

Section 12. Improvements, Repairs, Additions, Replacements to the Real Property.

12.01. Throughout the term of this Lease, the Lessee shall have the right (but not the duty) to construct, erect, or reconstruct any and all manner of improvements upon the Premises as are permitted by this Lease, and applicable codes and laws of the city and state.

12.02. Lessee shall, at all times during the term of this Lease, and at its own cost and expense, keep and maintain or cause to be kept and maintained in good repair and good condition, the Premises, including the parking lot – including all buildings and improvements at any time erected on the Premises, and shall use all reasonable precaution to prevent waste, damage, or injury.

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

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

A. The cost of any construction, or of any change, alteration or improvements shall be borne and paid for by Lessee.

B. The Premises shall, at all times, be kept free of mechanics' and materials men's liens.

C. The parties shall enter into a Memorandum of Lease, in recordable form, in form and content acceptable to Lessor, and the same shall be recorded prior to the commencement of any work on the premises. The Lessee agrees to execute such further agreements as may be necessary, from time to time, to preserve the leased premises from the imposition of liens. The Lessee shall provide in any contracts and shall require any General Contractor to provide in all sub-contracts and sub-sub-contracts that the parties thereto must look solely to the Lessee for payment and that no liens shall be filed against the land itself. **It is understood by the parties that as a Florida municipality, the City of Stuart is not subject to the mechanic's lien laws of the State**

of Florida, and therefore liens shall not be permitted to attach to city-owned property.

D. The Lessee acknowledges that the Lessor has personal property in the form of fixtures, furniture and equipment ("Lessor's FF&E"), including kitchen equipment. The Lessee shall be responsible and liable for the normal use, of the Lessor's FF&E, fair wear and tear excepted. The Lessee shall only be responsible for repair and replacement of the Lessor's FF&E when the same shall become missing, or irreparable due to intentional damage, and the Lessee shall notify the Lessor in writing that any such of Lessor's FF&E is missing, or irreparable within five (5) days of such occurrence. The Lessor's FF&E shall not transfer to the Lessee, and shall continue to be owned by the Lessor throughout the term of the Lease, unless later agreed upon by the parties in writing. However, the Lessee shall insure the FF&E, as if it were then owned by the Lessee.

E. During the term of the Lease, or any extended term, Lessee shall not demolish or remove any building or improvements located on the premises. At the end of term hereof, all improvements located on the Premises will become the property of Lessor and at Lessor's option, Lessor can require Lessee to remove all or any part of the improvements and to place the Premises in their original condition.

Section 13. Liability Insurance.

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

13.02. Lessee shall see to it that the Lessor shall at all times be in possession of a valid Certificate of Insurance, naming the City of Stuart as an additional insured. Lessee agrees to pay all premiums for all policies promptly as additional rent and deliver to Lessor an original or duplicate original of all such policies, together with

evidence of payment of premium thereon, upon the beginning date of this Lease, and from time to time thereafter as premiums shall fall due. Lessor may require an increase in the limits of coverage or extent or coverage at any time such increase is deemed commercially reasonable by Lessor. Lessor may increase the amounts of required insurance coverage provided the same is commercially reasonable.

13.03. All insurance coverage called for under the Lease shall contain provisions stating the Insurer will grant the City the same notification rights that it provides to the first named insured regarding cancellation and nonrenewal. Copies of the policies, and all replacement policies and declaration pages, shall be promptly furnished to Lessor.

13.04. All hazard insurance policies carried by the Lessee covering its property located on the Premises will provide that the Lessor is an additional named insured, as its interest may appear. Lessee shall have an affirmative duty to insure the Lessor's FF&E to the full extent of its value.

Section 14. Indemnification of Lessor.

14.01. In consideration of said Premises being leased to Lessee, and based upon separate consideration the amount, receipt, and sufficiency of which is acknowledged by the parties, the Lessee agrees that Lessee; at all times while Lessee holds interest in the property and all times following when lessee holds interest in the property so long as injuries, damages, liabilities and expenses from claims filed resulted from the time when Lessee held interest in the property; hereby indemnifies and holds Lessor harmless from all losses, damages, liabilities and expenses, which may arise or be claimed against Lessor and be in favor of any persons, firms or corporations, for any injuries or damages to the person or property of any persons, firms or corporations, consequent upon or arising from the use or occupancy of said Premises by Lessee, or consequent upon or arising from any acts, omissions, neglect or fault of Lessee, its agents, servants, employees, licensees, visitors, customers, patrons, or invitees, or consequent upon or arising from Lessee's failure to comply with any laws, statutes, ordinances, codes or regulations as herein provided. Lessor shall not be liable to Lessee or any damages, losses or injuries to the persons or to property of Lessee which may be caused by the acts, neglect, omissions or faults of any persons, firms or corporations, and Lessee will indemnify and keep harmless Lessor from all damages, liabilities, losses, injuries or expenses which may arise or be claimed against Lessor and be in favor of any persons, firms or corporations, for any injuries or damages to the person or property of any persons, firms or corporations, where said injuries or damages arose about or upon said Premises as a result of the negligence of Lessee, his agents, employees, servants, licensees, visitors, customers, patrons and invitees.

14.02. All personal property placed or moved into the Leased Premises by the Lessee shall be at the sole risk of Lessee or the owners thereof, and Lessor shall not be liable to Lessee or any third party for any damages to said personal property. Lessee shall maintain at all times during the term of this Lease an insurance policy or policies in an amount or amounts sufficient to indemnify Lessor and to pay Lessor's

damages, if any, resulting from any matters set forth hereinbefore in this Paragraph 13. Lessee's insurance policies shall contain a waiver of the right of subrogation as against the Lessor.

Section 15. Time.

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

Section 16. Requirements of Public Authority.

16.01. During the term of this Lease, Lessee shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations (collectively "regulations") of the Federal, State, County, and City Governments and of all other governmental authorities affecting the Premises or appurtenances thereto or any part thereof whether the same are in force on the Lease Commencement Date or may in the future be passed, enacted, or directed, and Lessee shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Lessee to comply with the covenants of this Section 16. If such regulations shall so restrict the use or development of the Premises so as to render the development of the Premises unfeasible in the discretion of Lessee, Lessee shall have the option to terminate this Lease upon thirty (30) days written notice to Lessor.

16.02. Lessee shall have the right to contest by appropriate legal proceeding, diligently conducted in good faith in the name of the Lessee, without costs, liability or expense to Lessor, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in paragraph (A) of this Section and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Lessee may delay such compliance therewith until the final determination of such proceedings. Nothing herein shall delay the payment of all sums due to Lessor herein required to be paid.

Section 17. Lessor's Title/Possession.

Lessor covenants that as of the Lease Commencement Date:

A. Lessor has the fee simple title to the Premises, with full right and authority to make and enter into this Lease;

B. The Premises are free and clear of all liens, easements, restrictions, leases and encumbrances, except for easements shown on survey, if any.

C. Lessee has received a copy of the survey of the property and has accepted the state of the survey.

D. Lessee shall be delivered possession of the Premises; and

E. Lessee shall have quiet and peaceful possession and enjoyment of the Premises and of all appurtenances thereunto belonging during the term of this Lease including all extension terms.

Section 18. Care of Premises.

Lessee shall in nowise violate any of the zoning or other governmental restrictions now or hereafter placed upon the said real property. Lessee shall, at its sole expense, pay for any alterations, improvements, machinery or equipment, including replacement of Lessor's FF&E, which may be required by any applicable governing body now or at any time during the term of this Lease. Lessee will replace "furniture" (tables and chairs) that are lost, stolen, or damaged for any reason. Lessee will be responsible for replacing Lessor's equipment that becomes irreparable due to normal wear and tear.

Section 19. Conditional Limitations – Lessee Default Provisions.

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

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

B. If any petition shall be filed against Lessee in any court, whether or not pursuant to any Statute of the United States or of any State, in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, and Lessee shall thereafter be adjudicated bankrupt, and if any such proceedings shall not be dismissed within ninety (90) days after the institution of the same; or if any such petition shall be so filed by Lessee; or

C. If Lessee shall fail to pay any installment of the rent, or any part hereof, when the same shall become due and payable, and such failure shall continue for thirty (30) days; or

D. If Lessee shall fail to pay when due any other charge required to be paid by Lessee hereunder, and such failure shall continue for thirty (30) days after written notice thereof from Lessor to Lessee; or

E. If Lessee shall fail to perform or observe any other requirement of this Lease (not hereinbefore in this Section 20 specifically referred to) on the part of Lessee to be performed or observed, and such failure shall continue for thirty (30) days after written notice thereof from Lessor to Lessee, unless Lessee shall have commenced to cure any such default as is referred to in this sub-section E. within said thirty (30) day period and diligently pursues such cure to completion;

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

A. Give to Lessee a notice hereinafter called ("Notice of Termination") of intention to end the term of this Lease and the term hereof, as well as all of the right, title and interest of the Lessee hereunder, shall wholly cease and expire in the same manner and with the same force and effect as if the date originally specified herein for the expiration of this Lease had arrived and the Lessee shall then quit and surrender the Premises to Lessor, and

B. Lessor may at any time after an event of default re-enter the Premises and remove Lessee therefrom, and all or any of its property therefrom, either by summary dispossess proceedings or by any suitable action or proceeding at law, and;

C. It is expressly and specifically covenanted and agreed that the entire unpaid balance of the basic rental shall at the sole option of the Lessor, immediately become due and payable, which amount shall be reduced to present value, and

D. All of the right, title, estate and interest of Lessee (i) in and to the improvements, all changes, additions, alterations therein, and all renewals and replacements thereof, and (ii) all rents, sub-leases, issues and profits of the Premises, or any part thereof, whether then accrued or to accrue, shall automatically pass to, vest in, and belong to Lessor, without further action on the part of either party, free of any claim thereto by Lessee.

E. Lessor shall have any other remedy provided by Florida law.

Section 20. Lessor's Defaults.

If Lessor fails to perform or observe any requirements or covenant of this Lease to be performed and observed by Lessor and such default continues for a period of thirty (30) days after written notice thereof from Lessee to Lessor, Lessee shall have the option of terminating this Lease upon thirty (30) days written notice to Lessor without waiving any other legal rights hereunder or in the alternative, Lessee shall have the right of specific performance.

Section 21. Waivers.

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

Section 22. Notices, Etc.

All notices, consents, demands and requests which are required or desired to be given by either party to the other shall be in writing. All such notices, consents, demands and requests shall be 1) Hand delivered; or 2) Delivered by overnight courier; or 3) sent by United States certified mail, return receipt requested, postage prepaid, and addressed to the other party as follows:

TO THE LESSOR: Delivered to City Hall or mailed to:

David Dyess, City Manager - DDyess@ci.stuart.fl.us
121 SW Flagler Avenue
Stuart, FL 34994

WITH A COPY TO:

Michael J. Mortell, Esq., City Attorney - MMortell@ci.stuart.fl.us
121 SW Flagler Avenue
Stuart, FL 34994

TO THE LESSEE: Delivered to the Premises or mailed to:

Mr. Greg Carey, Chairman of the Board, greg.carey@jpbpartners.com

Mr. George Hart - georgehart97@me.com

MULLIGAN'S BEACH HOUSE & GRILL
1038 S.E. Ocean Blvd. Suite D
Stuart FL, 34996

or at such other place as may from time to time be designated in writing to the other party given pursuant to the provisions of this Section. Notices, consents, demands and requests which are served upon Lessor or Lessee in the manner aforesaid, shall be deemed to have been "served" for all purposes hereunder on the third (3rd) business day next following the date on which such notice, consent, demand or request shall has been mailed as aforesaid, or upon the actual date received, as ascertained by a receipt from the serving company or person, whichever is the earlier date. Emailed copies shall not be deemed "served."

Section 23. Governing Law.

This Lease and the performance of the covenants and terms thereof shall be governed, interpreted, construed and regulated in accordance with the laws of the State of Florida.

Section 24. Partial Invalidity.

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 25. Sales and Use Taxes on Lease

Lessee shall promptly pay to the Lessor, all sales or similar type taxes imposed upon the various amounts of money payable as rent hereunder. In the event it is subsequently determined that any

amount required to be paid hereunder was miscalculated or demand is made by the State of Florida for additional or uncollected tax, Lessee shall promptly pay the same and any penalties and interest payable thereon.

Section 26. Covenants Binding the Respective Parties.

Except as herein expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and their respective heirs, successors and assigns.

Section 27. Disposition of Improvements on Termination of Lease.

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

Section 28. Broker's Commission.

The parties represent and warrant to the other, that no Broker has participated in the negotiation of this agreement and in the event that a broker fee is due, the Lessee shall be solely responsible for same.

Section 29. Attorney's Fees and Costs.

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

Section 30. Lessee's Attornment.

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

Section 31. Waiver of Trial by Jury.

It is mutually agreed by and between Lessor and Lessee that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee and Lessee's use of or occupancy of the Premises. Lessee further agrees that it shall not interpose any counterclaim or counterclaims in a summary

proceeding or in any action based upon nonpayment of rent or any other payment required of Lessee hereunder.

Section 32. Delays.

In the event either party hereto is delayed in the performance of any act required hereunder by reason of an Unavoidable Delay, performance of such act shall be excused for the period of the Unavoidable Delay and the period for the performance of such act shall be extended for a period equivalent to the period of the Unavoidable Delay and all dates, time periods, deadlines as contained in this Lease shall be extended by the time period caused by the Unavoidable Delay, all except for the Term of this Lease, which shall not be extended without the majority approval of the City of Stuart voters at a referendum election, as required by Section 9.05, Stuart City Charter, if then in effect. "Unavoidable Delay" shall mean any of the following events or conditions or any combination thereof: acts of God, acts of the public enemy, riot, insurrection, war, terrorism, pestilence, archaeological excavations required by law, unavailability of materials after timely ordering of same, epidemics, quarantine restrictions, freight embargoes, fire, lightning, hurricanes, earthquakes, tornadoes, floods, extremely abnormal and excessively inclement weather (as indicated by the records of the local weather bureau for a five-year period preceding the Lease Commencement Date), strikes or labor disturbances, delays due to proceedings under Chapters 73 and 74, Florida Statutes, restoration in connection with any of the foregoing or any other cause beyond the reasonable control of the party performing the obligation in question, including, without limitation, such causes as may arise from the act of the other party to this Agreement, or acts of any governmental authority.

Section 33. Good Faith and Fair Dealing.

Lessor and Lessee hereby agree to interpret the terms, conditions and provisions of this Lease in good faith exercising reasonable business judgment, and to attempt to resolve any and all issues, disputes or conflicts that may arise hereunder in a reasonable and fair manner.

Section 34. Additional Terms and Conditions.

A. FAILURE TO PAY WHEN DUE. If the Lessee fails to pay any sum when due for taxes, insurance or other sums required to be paid under the Lease, the Lessor may, at Lessor's option and without waiving its right to dispossess Lessee, pay such sum and such sum shall immediately become due and payable as additional rent.

B. INTEREST ON RENT. All rents due under the Lease, and remaining unpaid beyond the period set forth in Section 19.01 C hereof, shall bear interest at the rate provided under Florida law for the payment of interest on money judgments.

C. UPON TERMINATION. In the event of judicial or mutual termination of this Lease, Lessee shall provide Lessor with a Release and Surrender Agreement with two witnesses, in recordable form, to remove the Memorandum of Lease as a cloud on the title within seven days of written demand therefore.

D. FAILURE TO MAINTAIN. In the event that the Lessee fails to maintain the Premises in a condition free of federal, state, county or city code violations, the Lessor shall

have the right, but not the obligation, to enter onto the Premises and repair or replace any items not in code compliance. Thereafter, the actual cost, plus five (5%) percent administrative charge shall be additional rent, to be paid by the Lessee upon the next time that rent is due hereunder.

E. RADON GAS. Section 404.056, Florida Statutes requires that the following notification be given for real estate transactions of this type: "RADON GAS: Radon is a naturally occurring 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 from your county public health unit."

F. COMPLETE AGREEMENT. The parties mutually represent and warrant to each other that this Lease constitutes the final and complete agreement of the parties on its subject matter and may not be changed, modified, discharged or extended except by written instrument duly executed by the parties. The parties agree that no previous representations or warranties shall be binding upon either party nor has the execution of this Lease been induced on the part of any party except as expressed in writing in this Lease.

G. NON-DISCRIMINATION. Lessee shall not discriminate against contractors, sublessees or users of the Existing Improvements or Leasehold Improvements with regard to race, creed, color, handicap, familial status, disability, marital status, religion, national origin or content of speech. Lessee accepts sole responsibility for ensuring such non-discriminatory access to the Leased Property.

H. BENEFITS OF THE LEASE. The parties agree that this lease shall benefit only the parties hereto and is not intended to benefit any third party whatsoever.

Section 35. Contractual Authority.

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

Section 36. Sovereign Immunity.

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

[LEASE SIGNATURES ON NEXT PAGE]

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

Witnesses:

Print Name: Michelle Vicat

Print Name: Kari Lautures

ATTEST:

MARY R. KINDEL
City Clerk

LESSOR:

City of Stuart, Florida

MICHAEL J. MEIER
Mayor

11/30/2020
Date

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
City Attorney

Witnesses:

Print Name: Mary Hoertz

Print Name: Ryanne N. Lavo

LESSEE:

Mulligan's Beach House & Grill

BY: George Hart

Its: Owner

PERSONAL GUARANTEE:

In consideration of the Lessor extending a lease to the Lessee (a Florida Corporation), plus other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor personally guarantees the prompt, full and complete performance of any and all present and future duties, obligations and indebtedness pursuant to the above lease agreement. This personal guarantee shall be construed exclusively in accordance with, and governed by, the laws of the Statute of Florida. This Personal Guarantee may not be assigned or transferred without a written document, signed by the Lessor, permitting such assignment or transfer.

Dated this 25th day of November, 2020.

Witness:

(Signature)

(Signature)

Guarantor

(Signature of Guarantor)

GEORGE HAWK

(Printed name of Guarantor)

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1, 2 6 and 10, DANFORTH'S ADDITION, according to the map or plat thereof as recorded in Plat Book 5, Page 69, Public Records of Palm Beach County, (now Martin) Florida.

Parcel Identification Number: 5-38-41-003-000-00010.80000

EXHIBIT B

RENT ROLL

			Year	Annual Rent	Monthly Payment
Years	20	1	2018	$192,000	$16,000.00
		2	2019	$204,000	$17,000.00
		3	2020	$216,000	$18,000.00
Rent %	3.00%	4	2021	$228,000	$19,000.00
		5	2022	$240,000	$20,000.00
		6	2023	$247,200	$20,600.00
		7	2024	$254,616	$21,218.00
		8	2025	$262,254	$21,854.54
		9	2026	$270,122	$22,510.18
		10	2027	$278,226	$23,185.48
		11	2028	$286,573	$23,881.05
		12	2029	$295,170	$24,597.48
		13	2030	$304,025	$25,335.40
		14	2031	$313,146	$26,095.46
		15	2032	$322,540	$26,878.33
		16	2033	$332,216	$27,684.68
		17	2034	$342,183	$28,515.22
		18	2035	$352,448	$29,370.67
		19	2036	$363,022	$30,251.79
		20	2037	$373,912	$31,159.35
		21	2038	$385,130	$32,094.13

ASSIGNMENT AND ASSUMPTION OF AMENDED LEASE AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this **"Agreement")** is made effective as of the day the Landlord executes this Agreement (the **"Effective Date"),** by and between **MULLIGANS STUART ACQUISITION, LLC, a foreign** limited **liability company, authorized to transact business** in **the State of Florida ("Assignor"), S & C RESTAURANT GROUP, LLC**, a Florida limited liability company **("Assignee")** and the **CITY OF STUART, FLORIDA, a Florida municipal corporation ("Landlord").**

RECITALS

WHEREAS, Assignor is presently the holder of the tenant's interest under the provisions of that certain Amended Lease Agreement (the **"Lease")** by and between Landlord and Assignor, dated as of November 25, 2020, pursuant to which Assignor is leasing from Landlord the property located at 131 SW Flagler Avenue, Stuart, FL 34994 (the "Premises") for the Lease Term commencing May 1, 2018, terminating on April 30, 2038, copy of the Amended Lease and all Exhibits thereto is attached to this Agreement as **Exhibit "A"** hereto and by this reference made an integral part of this Agreement for all purposes. Capitalized terms used in this Agreement and not otherwise defined herein shall have the same meaning ascribed to those tenants in the Lease.

WHEREAS, Assignor is desirous, as of the Effective Date, of assigning all of its right, title and interest in and to the Lease to Assignee provided Landlord consents to this Agreement and Assignee agrees to assume and be fully responsible for all the obligations of Assignor, as tenant under the Lease, from and after the Effective Date. Assignee is willing to accept Assignor's assignment to it of the Lease and to assume all of Assignor's obligations as tenant under the Lease from and after the Effective Date for the remainder of the Lease Term.

WHEREAS, Landlord is willing to enter into this Agreement to grant its prior written consent to Assignor's assignment of the Lease to Assignee, as provided in Section 10 of the Lease.

WHEREAS, accordingly, Assignor, Assignee and Landlord are desirous of executing and entering into this Agreement in order to evidence and accomplish the purposes set forth in the above Recitals as of the Effective Date.

NOW THEREFORE, for and in consideration of the foregoing Recitals, and the mutual covenants contained herein, and for such other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby expressly acknowledged by each of Assignor, Assignee, and Landlord, and intending to be legally bound hereby, Assignor, Assignee, and Landlord do hereby specifically covenant and agree as follows:

1. Assignment Assignor hereby assigns, conveys, transfers and sets over unto Assignee, all of Assignor's right, title and interest, as tenant, in, to and under the Lease, expressly subject to the rights and privileges of Landlord under the Lease. Any and all personal property and fixtures located upon the Premises which are owned by Assignor shall hereinafter become the sole and absolute property of the Assignee.

2. Assumption. Assignee hereby assumes and agrees to pay, perform, fulfill and comply with all covenants and obligations (including, without limitation, all rent covenants) to be paid, performed, fulfilled or complied with by Assignor, as tenant, under the Lease arising from and after the Effective Date of this Agreement.

3. Consideration. Assignee has paid Assignor adequate consideration for this Assignment.

4. Liability.

(a) It is specifically agreed between Assignor and Assignee that Assignee shall be responsible to Landlord under the Lease for the discharge and performance of any and all duties and obligations to be performed and/or discharged by the tenant under the Lease arising from and after (but not prior to) the Effective Date of this Agreement.

(b) It is specifically agreed between Assignor and Assignee that Assignor shall remain fully liable to Landlord for the performance of all of the terms, covenants and conditions to be performed and/or discharged by the tenant under the Lease arising prior to, but not from and after, the Effective Date of this Agreement.

5. Assignor Representations and Warranties. Assignor represents and warrants to Assignee that:

(a) Assignor's right, title and interest in and to the Lease is free of any and all liens, charges or encumbrances of any kind or nature whatsoever.

(b) There are no leases, subleases, tenancies, licenses, or other rights of occupancy or use of any portion of the Premises other than the Lease.

(c) Assignor has not previously assigned, transferred or conveyed all or any part of its right, title or interest under the Lease to any other Person.

(d) The Lease is valid and subsisting and in full force and effect in accordance with its terms.

(e) The copy of the Amended Lease attached hereto as **Exhibit "A"** is correct and complete and has not been further modified or amended.

(f) Neither Assignor nor, to Assignor's knowledge, is Landlord, in default under any provision of the Lease, and no event has occurred, which with the passage of time or the giving of notice, or both, in accordance with Section 19 would constitute a default by Assignor.

(g) Assignor has performed all obligations, including to the best of its knowledge, repair obligations, that it has under the Lease that have accrued as of the Effective Date.

(h) Assignor has no management, service, equipment, supply, maintenance, concession, or other agreements with respect to or affecting the Premises which will be binding upon Assignee after the Effective Date.

(i) All licenses or permits that Assignee is required to hold immediately after the Effective Date, to lawfully operate the Premises are issued and in good standing, and the same is being concurrently assigned, to the extent assignable, and/or delivered to Assignee as of the Effective Date.

G) Neither Assignor nor, to Assignor's knowledge, Landlord nor any prior owner of the Premises has disposed of or released any hazardous substance, contaminant, or pollutant on or in the Premises, including any release from an underground storage tank on the Premises, liability for abatement or cleanup of which may be imposed on Assignor under any applicable law, ordinance, or regulation. Assignor will indemnify, defend, and hold Assignee harmless from and against any loss, cost, damage, or expense, including reasonable attorneys' fees, if the Premises fail to comply with applicable laws, ordinances, and regulations respecting underground storage tanks, if that noncompliance existed before the Effective Date, and if Assignor had the obligation to remedy the same, either under the Lease or as a matter of law.

(k) Assignor does not know of any pending or threatened condemnation or eminent domain proceedings that would affect the Premises.

(l) No litigation or proceeding is pending or, to Assignor's knowledge, threatened, relating to Assignor or any pan thereof, or, to Assignor's knowledge, to Landlord, which could have an adverse effect on title to or the use and enjoyment or value of the Premises or Assignor's right, title and interest in and to the Lease, or which could in any way interfere with the consummation of this Agreement. No claims are pending against Assignor by any patron or other user of the Premises, or by any other Person, for which Assignee or the Premises may be liable after the Effective Date.

(m) During the Lease Term, Assignor has maintained the liability insurance required by the Lease, and that liability insurance has been maintained on an "occurrence" basis.

6. Landlord's Consent to Assignment. Landlord, by its execution below, hereby expressly consentsto the assignment of the Lease by Assignor to Assignee, and the assumption by Assignee of Assignor's interest in the Lease, as set forth in Section 1 and Section 2 of this Agreement. It is expressly provided,however, that:

(a) Such consent will not release Assignor from any obligations accruing or arising under the Lease prior to the Effective Date of this Agreement;

(b) The consent to this Agreement shall not be deemed to be consent by Landlord to any

subsequent assignment, sublease, subcontract, license or other transfer of the Lease or any rights, responsibilities, obligations, interests or benefits thereunder, except as otherwise expressly provided by the terms of Section 10 of the Lease;

(c) This consent by Landlord shall not be valid or effective unless and until this Agreement has been fully executed by Assignor, Assignee and Landlord;

(d) This consent of Landlord shall not be construed to modify, waive or affect any of the terms, conditions, provisions or agreements of the Lease, or any rights of Landlord under the Lease, or to enlarge or increase the obligations of Landlord under the Lease as currently stated; and

(e) Under no circumstances shall Landlord be liable for any brokerage commission(s) or any other charge or expense in connection with this consent or this Agreement whatsoever. By their acceptance of this consent, Assignor and Assignee each hereby jointly and severally agree to indemnify, defend and bold Landlord harmless from and against the same, and against any cost or expense (including, but not limited to reasonable attorneys' fees and court costs) incurred by Landlord in resisting any claim for any such brokerage commission.

7. Landlord Estoppel. Landlord hereby ratifies and confirms all of the terms, covenants and conditions of the Lease and acknowledges that the Lease shall continue to remain in full force and effect in all respects from and after the assignment of the Lease from Assignor to Assignee being affected by this Agreement and Landlord has no defenses, offsets, credits or claims against Assignor pursuant to the terms, covenants and conditions of the Lease. Landlord acknowledges and agrees that, to its knowledge, Assignor is not in default of any obligations under the Lease prior to the Effective Date of this Agreement

8. Miscellaneous.

(a) Authority. Each party to this Agreement represents and warrants to the other parties to this Agreement that it is duly authorized to enter into this Agreement and/or to execute the applicable assignment, assumption and/or consent provisions set forth herein and perform its respective obligations hereunder with the consent or approval of any other person or party, and that the person signing this Agreement on its respective behalf is duly authorized to sign on behalf of such party.

(b) No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any Person, other than the named parties to this Agreement, any rights, remedies, obligations or liabilities.

(c) Binding Effect and Interpretation. This Agreement shall be binding upon and inw-e to the benefit of Assignor, Assignee and Landlord and their respective successors and permitted assigns. Assignor, Assignee, and Landlord understand, agree and acknowledge that (i) this Agreement has been freely negotiated by all of the parties hereto; and (ii) in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement, or any of its terms or conditions, there shall not be any inference, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted this Agreement, or any portion thereof.

(d) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy, and all of which together will constitute one and the same instrument.

(e) Entire Agreement. This Agreement represents the entire understanding and agreement between Assignor, Assignee and Landlord with respect to the subject matter hereof, and no amendment or modification of this Agreement shall be effective unless it is set forth in a writing specifically stating that it is intended to be an amendment hereof, specifying what provision hereof isbeing amended thereby, and signed by each of Assignor, Assignee and Landlord.

(f) Severability. If any term or provision of this Agreement is invalid, illegal, or incapable of being enforced by virtue of any federal or state law, or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the legal substance of the transaction contemplated hereby is not affected in any manner materially adverse to any of the parties to this Agreement. Upon such determination that any such term or provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

IN **WITNESS WHEREOF,** Assignor, Assignee and Landlord have duly executed this Agreement as of the date first above written.

WTINESSES:

_____

_____

ASSIGNOR: MULLIGANS STUART ACQUISITION, LLC,

_____

By: _____

Its:_____

WTINESSES:

_____

_____

ASSIGNEE: S & C RESTAURANT GROUP, LLC,

_____

By: _____

Its:_____

WTINESSES:

_____

_____

LANDLORD: CITY OF STUART, FLORIDA,

_____

By: _____

Its:_____

EXHIBIT "A"

ABSOLUTE NET, UNSUBORDINATED AMENDED LEASE

City of Stuart and Mulligan's Stuart Acquisition, LLC

THIS LEASE is made and executed as of the 25th day of November 2020, by and between the **CITY OF STUART,** 121 SW Flagler Avenue, Stuart, Florida 34994, a Florida municipal corporation, hereinafter referred to as "LESSOR", and **MULLIGAN'S STUART ACQUISITION, LLC,** Suite 1038 SE Ocean Blvd., Suite C, Stuart, Florida 34996, registered to do business in the State of Florida, and doing business using the registered fictitious name of **MULLIGAN'S BEACH HOUSE & GRILL**, hereinafter referred to as "LESSEE."

THIS LEASE amends the original lease executed by Spoto's Oyster Bar on February 13, 2013, as well as the lease executed by Mulligan's in May, 2018 and shall replace the previous documents. This lease replaces all terms of any and all prior leases. This is a triple absolute net unsubordinated lease. Therefore, the tenant is solely responsible for all the costs relating to the asset being leased (real property and building), in addition to the rent fee applied under the lease. The lessee shall pay the real estate taxes on the leased asset, the building and property insurance and all maintenance related to the property.

Section 1. Demise, Description and Use of Premises.

As used herein, the term "Premises" refers to the real property described in **Exhibit "A"** and to any improvements located thereon from time to time during the term hereof. Seating is limited to 204 seats without special parking arrangements being obtained from the Lessor for additional parking. Mulligan's desires to provide outdoor seating beneath the building. The parking for the outdoor seating will be derived by sharing the lot next door to Mulligans. All spaces in the parking area behind the Stuart Feed Store shall remain open to the public. There are currently 26 spaces in the lot. Stuart code requires one (1) parking space per four (4) seats. Therefore, there shall be no more than a maximum of 104 additional seats provided under the terms of this lease. Failure to comply with this term of the lease shall be considered a default for breach of a material term of this lease. Breach of this condition on more than three separate occurrences shall constitute a default of a material term of the lease which cannot be cured by removing the chairs and will only be considered cured by a signed waiver of the breach signed by the Mayor.

Further, Lessor agrees to provide Lessee an easement over and across the parking lot at 131 Flagler Avenue for the extension of the roadway or other redevelopment of the area. Because Stuart is the owner of the property, a formal easement is not necessary. The purpose of this clause is to expressly authorize the City to use the parking lot in future redevelopment activity. The lessee will not lose any seating due to the loss of any parking spaces in the event that the City modifies the parking lot.

Section 2. Commencement and Term.

2.01. The term of this Lease shall commence on May 1, 2018 (the "Lease Commencement Date"). Rental payments due hereunder shall commence on May 1, 2018 (the "Initial Rent Commencement Date"), and as later provided herein.

2.02. The term of this Lease shall continue until April 30, 2038, unless earlier modified, extended or terminated, as provided herein. Lessee specifically covenants and agrees that the total lease term, including any extensions, shall not exceed a total of twenty (20) years.

Section 3. Initial Rent.

It is the purpose and intent of the Lessor and the Lessee that the rent shall be absolute net to the Lessor. Lessee hereby agrees to pay to Lessor rent for the leased Premises, as follows and more specifically delineated in Exhibit "B", which is made a part hereof.

A. CALANDAR YEAR 2018: Sixteen Thousand ($16,000.00) Dollars per month.

B. CALANDAR YEAR 2019: Seventeen Thousand ($17,000.00) Dollars per month.

C. CALANDAR YEAR 2020: Eighteen Thousand ($18,000.00) Dollars per month.

D. CALANDAR YEAR 2021: Nineteen Thousand ($19,000.00) Dollars per month.

E. CALANDAR YEAR 2022: Twenty Thousand ($20,000.00) Dollars per month.

F. *Rent Index:* Beginning January 1, 2023, the rent shall be indexed for the balance of the term with an annual index of 3%. At the end of each year, the annual rent shall be increased by 3% over the prior year's rent. The actual rent is depicted on Exhibit B attached hereto.

Section 4. Percentage Rent, Rent Credits and Rent Escalation.

4.01 *Percentage Rent.* In addition to base rent, Lessee acknowledges that it shall also pay a rental payment equal to a percentage of gross sales as follows:

The tenant shall pay to the landlord the sum of 5% of the gross sales in excess of Three Million Five Hundred Thousand ($3,500,000.00) Dollars. No later than February 20th of each year, the lessee shall furnish to the Lessor a complete and accurate copy of all monthly Sales and Use Tax Returns filed with the Florida Department of Revenue for the prior Lease Year, along with a payment to lessor evidenced by an electronic transfer receipt (ACH) for the amount required herein. At no time shall the payment be made later than April 10 for the preceding year.

The parties acknowledge and agree that provided for herein are: 1) Rent Escalation; 2) Percentage Rent; and 3) together with Rent Credits extended to the Lessee, the net amount of which is all payable, solely for the convenience of Lessee, in monthly installments as described in Section 3 of this Lease ("Initial Rent") and payable on the first (1st) day of each month, in advance, from the Rent Commencement Date throughout the term of this Lease, including any extension terms, subject to adjustments as hereinafter set forth.

All of Lessee's payments shall be made in the form of an electronic transfer (ACH) and shall be made to whomever the Lessor designates, in writing, from time to time. All sums due as rent or additional rent shall be paid without set-off for any reason, other than a default hereunder by Lessor which impairs the operation of the business conducted on the Premises.

Section 5. Taxes.

5.01 *Payment of Property Taxes.* Beginning on the Lease Commencement Date and throughout the term of this Lease, thereafter, including any extension terms, Lessee shall pay, as additional rent hereunder, all taxes. "Taxes" as used herein, means all real property taxes, rates, duties and assessments, local improvement taxes and assessments, whether general or special, that are levied, rated, charged or assessed against the Premises or any part thereof and any rents due Lessor therefrom from time to time by any lawful taxing authority, whether federal, state, county, city, school, or otherwise, and any and all taxes which are imposed in lieu of, or in addition to any such

real property taxes whether of the foregoing character or not and whether in existence at the Lease Commencement Date.

5.02 *Tax Notices.* Lessor shall promptly forward to Lessee all notices, bills or invoices Lessor receives requiring payment for any of the items set forth immediately above. Written proof of prompt and timely payment shall be furnished to the Lessor as soon as the same is made by the Lessee.

5.03 *Contest of Real Property Assessment.* Lessee may contest any property assessment, tax or assessment payment, it is required to pay and may file protests or otherwise proceed in the name of Lessor. No contest may be filed for the first year's taxes. Thereafter, any contest must be made by depositing with an escrow agent satisfactory to both Lessor and Lessee sufficient collateral, in a form reasonably satisfactory to Lessor, to protect the Lessor against loss of the property by tax certificate or sale or other tax collection procedure. Lessor may use the collateral at any time Lessor determines in good faith, that such a loss is imminent.

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

5.05 *Failure to Pay Taxes.* The tenant shall pay the property taxes no later than November 30, of the year during which the tax notice is received. A failure to pay any or all required Taxes in a timely manner shall be a breach of this Lease. The Lessor shall have the option, but not the obligation, to pay any delinquent Taxes, in which case they shall become Additional Rent. In the event that the Lessor pays the taxes after December 1 because they were not paid by November 30, the tenant shall remain responsible for the taxes paid by the City and shall also be in default of the lease until such time as it has reimbursed the landlord the full amount of the taxes paid by the Landlord plus a fee of 5% of the entire tax bill paid by the City.

Section 6. Early Termination. It is understood and agreed by the parties that the Lessor may terminate the Lease subject to the following conditions:

6.01 The parties agree that there is no provision for an early termination of the lease prior to April 1, 2028. Beginning on April 2, 2028 (Lessor's Termination Notice Period), the landlord shall have the right to exercise the right to early termination pursuant to Section 7 of the lease; and

6.02. During the Lessor's Termination Notice Period, and provided that Tenant is not otherwise in default of any material terms under the Lease following notice and reasonable opportunity to cure, Lessor shall waive any and all Rent (excluding taxes and maintenance expenses) however, the unpaid rent shall be applied toward the payment due to the tenant under section 7 of this lease; and

6.03. On or before the expiration of the Lessor's Termination Notice Period, Tenant shall vacate the Premises, leaving the Premises in good order and repair, ordinary wear and tear expected.

Section 7. Termination Payment: In the event that Lessor terminates the Lease via the Early Termination clause, in addition to the rights and obligations stated herein, Lessor's payment to Tenant, as follows:

7.01. In the event Lessor provides written notice of the termination of the Lease after April 30, 2028, Lessor shall pay to Tenant the following single-year sum dependent upon when the termination occurs (i.e. if the Lessor terminates the lease during year 14, the Lessor shall pay the Tenant a sum of $1,400,000):

$2,000,000 in year 11 of the lease;
$1,800,000 in year 12 of the lease;
$1,600,000 in year 13 of the lease;
$1,400,000 in year 14 of the lease;
$1,200,000 in year 15 of the lease;
$1,000,000 in year 16 of the lease;
$800,000 in year 17 of the lease;
$600,000 in year 18 of the lease;
$500,000 in year 19 of the lease;
$500,000 in year 20 of the lease.

In the event that the Tenant contests or challenges this condition of the lease, then the early termination fee shall be reduced to a flat fee of $100,000.00.

Section 8. Permitted Uses.

8.01. Lessee shall develop and operate the entire Premises only for use as a Restaurant, with accessory retail sales, and vehicle parking.

(1) Lessor shall not interfere with Lessee's efforts to so develop and operate the Premises, except that all improvements collectively costing $30,000 or more to the Premises shall be subject to the written approval of the Lessor's city manager, which approval shall not be unreasonably withheld or delayed.

(2) All exterior improvements and signage shall require the city manager's prior written approval, which approval shall not be unreasonably withheld or delayed. A commercially suitable sign package shall require the approval of the City's Development Director, and Lessee shall be responsible for the payment of any and all reasonable costs incurred in connection with the development of the Premises including the preparation of any applications, plans, surveys or other documents and all impact fees and development incurred in connection with development of the Premises.

8.02. Lessee shall have the right to have the Premises open for business between the hours of 8:00 AM to 11:00 PM, Sunday through Thursday, and 8:00 AM to midnight on Friday and Saturday, at all times throughout the year. In the event that Lessee is not

open for business for more than any thirty (30) consecutive-day period, without an Act of God, Natural Disaster, or Unavoidable Delay (See Sec. 32) having occurred, the Lessor shall be free to cancel the Lease, and re-take the Premises, without requiring any court action. Under these circumstances the Lessee shall not prevent or complain about any "self-help" actions taken by the Lessor in this regard.

Section 9. Non-Subordination of Real Property Interest and Encumbrances of Lessee's Leasehold Interest.

9.01. *No Subordination.* Nothing contained herein shall be construed to require Lessor to execute any document or instrument, which would create any financial liability upon the Premises, or to alter or impair Lessor's rights under this Lease. **The Lessor is prohibited by Florida law from burdening any part of or all of the fee interest of the Premises, or to grant or agree to any such encumbrance or to any obligation which will burden the property beyond the Lease term.** Lessor shall not be required to subordinate its fee interest in the Premises to the lien of any mortgage, which Lessee may execute.

9.02. *Leasehold Encumbrance.* Lessee shall not, without obtaining Lessor's consent, encumber its Leasehold interest in the Premises together with all improvements placed thereon by Lessee, as security for any indebtedness of Lessee. Such encumbrance shall not be unreasonably withheld or delayed by the Lessor but may require the Lessee to furnish satisfactory evidence of the commercial viability of the debt, the loan, and the mortgage terms.

9.03. *Notice and Cure of Lessee's Default.* Lessor further agrees, in connection with Lessee's efforts to obtain financing for the development of the Premises, to provide any Mortgagee of whom Lessor has actual knowledge who holds a mortgage on Lessee's leasehold interest with a copy of any notice of default Lessor sends to Lessee hereunder and prior to terminating this Lease as a result of any default by Lessee, Lessor shall provide any such Mortgagee an equal period within which to cure any default by Lessee or in the alternative, Lessor shall give the Mortgagee the right to elect to receive a new lease on the Premises for a term equal to the then unexpired term of this Lease containing the same covenants and conditions as this Lease, such right of election to be in effect for thirty (30) days following the expiration of any grace period granted to Lessee and said right to be conditioned upon the Mortgagee curing Lessee's default.

9.04. *Estoppel Letter.* Lessor shall from time to time, within ten (10) days after Lessee shall have requested it, execute, enseal, acknowledge and deliver to the Lessee, or such other party as may be directed by Lessee an estoppel letter in recordable form certifying any fact pertaining to the Lease reasonably requested by Lessee or any mortgage or prospective mortgage of the leasehold interest. It is intended that any statement delivered pursuant to the provisions of this Section be relied upon by any such mortgage. Lessee shall prepare such instrument and deliver same to Lessor with the request.

Section 10. Assignment and Sublease.

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

Section 11. Uses Prohibited.

11.01. Specific Uses Prohibited.

A. The Lessee shall not operate the Premises as a Night Club, regardless of the type of liquor license it holds from the State of Florida. The definition of Night Club follows:

Night Club means any stand-alone bar, bottle club, restaurant or other establishment which meets all of the following requirements:

(1) serves or allows the consumption of alcoholic beverages on the premises without the full service of food; and

(2) has live or recorded music, entertainment, or dancing, or any combination thereof; and

(3) which is open for business later than midnight.

B. *Littering Prohibited.* The Lessee shall not permit its staff or patrons to litter the Premises or the adjacent St. Lucie River, and the Lessee shall be responsible for the collection and containment of all solid waste, including service items and recyclables, such that no trash, garbage, recyclables, or other disposable or non-disposable items are allowed to accumulate on the outdoor portion of the Premises or enter into the St. Lucie River. Any accidental or purposeful dumping of any items into the St. Lucie River by Lessee, its customers, or invitees shall result in the items being promptly collected and properly disposed of by the Lessee.

C. If the event that the restaurant desires to stay open later than midnight, the LESSEE agrees to file for a Special Events Permit, which the City may permit up to four times annually.

11.02. *General Uses Prohibited.* Lessee shall not use or permit the use of the Premises, or any part thereof, for any illegal purpose or purposes, nor shall Lessee

maintain a nuisance on the Premises or use or permit the use thereof for immoral or adult entertainment purposes. The Premises may not be used as a toxic waste dump or storage facility, a solid waste disposal site or any use which could have a harmful effect on the land itself, or upon the St. Lucie River. The Lessee shall not commit waste. No construction, improvement or use may be made of the Premises which would impair the right to collect rental adjustments called for herein.

11.03. *Outdoor Sound Regulated.* Lessee shall fully comply with the City of Stuart sound ordinance at all times.

Section 12. Improvements, Repairs, Additions, Replacements to the Real Property.

12.01. Throughout the term of this Lease, the Lessee shall have the right (but not the duty) to construct, erect, or reconstruct any and all manner of improvements upon the Premises as are permitted by this Lease, and applicable codes and laws of the city and state.

12.02. Lessee shall, at all times during the term of this Lease, and at its own cost and expense, keep and maintain or cause to be kept and maintained in good repair and good condition, the Premises, including the parking lot – including all buildings and improvements at any time erected on the Premises, and shall use all reasonable precaution to prevent waste, damage, or injury.

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

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

A. The cost of any construction, or of any change, alteration or improvements shall be borne and paid for by Lessee.

B. The Premises shall, at all times, be kept free of mechanics' and materials men's liens.

C. The parties shall enter into a Memorandum of Lease, in recordable form, in form and content acceptable to Lessor, and the same shall be recorded prior to the commencement of any work on the premises. The Lessee agrees to execute such further agreements as may be necessary, from time to time, to preserve the leased premises from the imposition of liens. The Lessee shall provide in any contracts and shall require any General Contractor to provide in all sub-contracts and sub-sub-contracts that the parties thereto must look solely to the Lessee for payment and that no liens shall be filed against the land itself. **It is understood by the parties that as a Florida municipality, the City of Stuart is not subject to the mechanic's lien laws of the State**

of Florida, and therefore liens shall not be permitted to attach to city-owned property.

D. The Lessee acknowledges that the Lessor has personal property in the form of fixtures, furniture and equipment ("Lessor's FF&E"), including kitchen equipment. The Lessee shall be responsible and liable for the normal use, of the Lessor's FF&E, fair wear and tear excepted. The Lessee shall only be responsible for repair and replacement of the Lessor's FF&E when the same shall become missing, or irreparable due to intentional damage, and the Lessee shall notify the Lessor in writing that any such of Lessor's FF&E is missing, or irreparable within five (5) days of such occurrence. The Lessor's FF&E shall not transfer to the Lessee, and shall continue to be owned by the Lessor throughout the term of the Lease, unless later agreed upon by the parties in writing. However, the Lessee shall insure the FF&E, as if it were then owned by the Lessee.

E. During the term of the Lease, or any extended term, Lessee shall not demolish or remove any building or improvements located on the premises. At the end of term hereof, all improvements located on the Premises will become the property of Lessor and at Lessor's option, Lessor can require Lessee to remove all or any part of the improvements and to place the Premises in their original condition.

Section 13. Liability Insurance.

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

13.02. Lessee shall see to it that the Lessor shall at all times be in possession of a valid Certificate of Insurance, naming the City of Stuart as an additional insured. Lessee agrees to pay all premiums for all policies promptly as additional rent and deliver to Lessor an original or duplicate original of all such policies, together with

evidence of payment of premium thereon, upon the beginning date of this Lease, and from time to time thereafter as premiums shall fall due. Lessor may require an increase in the limits of coverage or extent or coverage at any time such increase is deemed commercially reasonable by Lessor. Lessor may increase the amounts of required insurance coverage provided the same is commercially reasonable.

13.03. All insurance coverage called for under the Lease shall contain provisions stating the Insurer will grant the City the same notification rights that it provides to the first named insured regarding cancellation and nonrenewal. Copies of the policies, and all replacement policies and declaration pages, shall be promptly furnished to Lessor.

13.04. All hazard insurance policies carried by the Lessee covering its property located on the Premises will provide that the Lessor is an additional named insured, as its interest may appear. Lessee shall have an affirmative duty to insure the Lessor's FF&E to the full extent of its value.

Section 14. Indemnification of Lessor.

14.01. In consideration of said Premises being leased to Lessee, and based upon separate consideration the amount, receipt, and sufficiency of which is acknowledged by the parties, the Lessee agrees that Lessee; at all times while Lessee holds interest in the property and all times following when lessee holds interest in the property so long as injuries, damages, liabilities and expenses from claims filed resulted from the time when Lessee held interest in the property; hereby indemnifies and holds Lessor harmless from all losses, damages, liabilities and expenses, which may arise or be claimed against Lessor and be in favor of any persons, firms or corporations, for any injuries or damages to the person or property of any persons, firms or corporations, consequent upon or arising from the use or occupancy of said Premises by Lessee, or consequent upon or arising from any acts, omissions, neglect or fault of Lessee, its agents, servants, employees, licensees, visitors, customers, patrons, or invitees, or consequent upon or arising from Lessee's failure to comply with any laws, statutes, ordinances, codes or regulations as herein provided. Lessor shall not be liable to Lessee or any damages, losses or injuries to the persons or to property of Lessee which may be caused by the acts, neglect, omissions or faults of any persons, firms or corporations, and Lessee will indemnify and keep harmless Lessor from all damages, liabilities, losses, injuries or expenses which may arise or be claimed against Lessor and be in favor of any persons, firms or corporations, for any injuries or damages to the person or property of any persons, firms or corporations, where said injuries or damages arose about or upon said Premises as a result of the negligence of Lessee, his agents, employees, servants, licensees, visitors, customers, patrons and invitees.

14.02. All personal property placed or moved into the Leased Premises by the Lessee shall be at the sole risk of Lessee or the owners thereof, and Lessor shall not be liable to Lessee or any third party for any damages to said personal property. Lessee shall maintain at all times during the term of this Lease an insurance policy or policies in an amount or amounts sufficient to indemnify Lessor and to pay Lessor's

damages, if any, resulting from any matters set forth hereinbefore in this Paragraph 13. Lessee's insurance policies shall contain a waiver of the right of subrogation as against the Lessor.

Section 15. Time.

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

Section 16. Requirements of Public Authority.

16.01. During the term of this Lease, Lessee shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations (collectively "regulations") of the Federal, State, County, and City Governments and of all other governmental authorities affecting the Premises or appurtenances thereto or any part thereof whether the same are in force on the Lease Commencement Date or may in the future be passed, enacted, or directed, and Lessee shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Lessee to comply with the covenants of this Section 16. If such regulations shall so restrict the use or development of the Premises so as to render the development of the Premises unfeasible in the discretion of Lessee, Lessee shall have the option to terminate this Lease upon thirty (30) days written notice to Lessor.

16.02. Lessee shall have the right to contest by appropriate legal proceeding, diligently conducted in good faith in the name of the Lessee, without costs, liability or expense to Lessor, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in paragraph (A) of this Section and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Lessee may delay such compliance therewith until the final determination of such proceedings. Nothing herein shall delay the payment of all sums due to Lessor herein required to be paid.

Section 17. Lessor's Title/Possession.

Lessor covenants that as of the Lease Commencement Date:

A. Lessor has the fee simple title to the Premises, with full right and authority to make and enter into this Lease;

B. The Premises are free and clear of all liens, easements, restrictions, leases and encumbrances, except for easements shown on survey, if any.

C. Lessee has received a copy of the survey of the property and has accepted the state of the survey.

D. Lessee shall be delivered possession of the Premises; and

E. Lessee shall have quiet and peaceful possession and enjoyment of the Premises and of all appurtenances thereunto belonging during the term of this Lease including all extension terms.

Section 18. Care of Premises.

Lessee shall in nowise violate any of the zoning or other governmental restrictions now or hereafter placed upon the said real property. Lessee shall, at its sole expense, pay for any alterations, improvements, machinery or equipment, including replacement of Lessor's FF&E, which may be required by any applicable governing body now or at any time during the term of this Lease. Lessee will replace "furniture" (tables and chairs) that are lost, stolen, or damaged for any reason. Lessee will be responsible for replacing Lessor's equipment that becomes irreparable due to normal wear and tear.

Section 19. Conditional Limitations – Lessee Default Provisions.

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

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

B. If any petition shall be filed against Lessee in any court, whether or not pursuant to any Statute of the United States or of any State, in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, and Lessee shall thereafter be adjudicated bankrupt, and if any such proceedings shall not be dismissed within ninety (90) days after the institution of the same; or if any such petition shall be so filed by Lessee; or

C. If Lessee shall fail to pay any installment of the rent, or any part hereof, when the same shall become due and payable, and such failure shall continue for thirty (30) days; or

D. If Lessee shall fail to pay when due any other charge required to be paid by Lessee hereunder, and such failure shall continue for thirty (30) days after written notice thereof from Lessor to Lessee; or

E. If Lessee shall fail to perform or observe any other requirement of this Lease (not hereinbefore in this Section 20 specifically referred to) on the part of Lessee to be performed or observed, and such failure shall continue for thirty (30) days after written notice thereof from Lessor to Lessee, unless Lessee shall have commenced to cure any such default as is referred to in this sub-section E. within said thirty (30) day period and diligently pursues such cure to completion;

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

A. Give to Lessee a notice hereinafter called ("Notice of Termination") of intention to end the term of this Lease and the term hereof, as well as all of the right, title and interest of the Lessee hereunder, shall wholly cease and expire in the same manner and with the same force and effect as if the date originally specified herein for the expiration of this Lease had arrived and the Lessee shall then quit and surrender the Premises to Lessor, and

B. Lessor may at any time after an event of default re-enter the Premises and remove Lessee therefrom, and all or any of its property therefrom, either by summary dispossess proceedings or by any suitable action or proceeding at law, and;

C. It is expressly and specifically covenanted and agreed that the entire unpaid balance of the basic rental shall at the sole option of the Lessor, immediately become due and payable, which amount shall be reduced to present value, and

D. All of the right, title, estate and interest of Lessee (i) in and to the improvements, all changes, additions, alterations therein, and all renewals and replacements thereof, and (ii) all rents, sub-leases, issues and profits of the Premises, or any part thereof, whether then accrued or to accrue, shall automatically pass to, vest in, and belong to Lessor, without further action on the part of either party, free of any claim thereto by Lessee.

E. Lessor shall have any other remedy provided by Florida law.

Section 20. Lessor's Defaults.

If Lessor fails to perform or observe any requirements or covenant of this Lease to be performed and observed by Lessor and such default continues for a period of thirty (30) days after written notice thereof from Lessee to Lessor, Lessee shall have the option of terminating this Lease upon thirty (30) days written notice to Lessor without waiving any other legal rights hereunder or in the alternative, Lessee shall have the right of specific performance.

Section 21. Waivers.

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

Section 22. Notices, Etc.

All notices, consents, demands and requests which are required or desired to be given by either party to the other shall be in writing. All such notices, consents, demands and requests shall be 1) Hand delivered; or 2) Delivered by overnight courier; or 3) sent by United States certified mail, return receipt requested, postage prepaid, and addressed to the other party as follows:

TO THE LESSOR: Delivered to City Hall or mailed to:

David Dyess, City Manager - DDyess@ci.stuart.fl.us
121 SW Flagler Avenue
Stuart, FL 34994

WITH A COPY TO:

Michael J. Mortell, Esq., City Attorney - MMortell@ci.stuart.fl.us
121 SW Flagler Avenue
Stuart, FL 34994

TO THE LESSEE: Delivered to the Premises or mailed to:

Mr. Greg Carey, Chairman of the Board, greg.carey@jpbpartners.com

Mr. George Hart - georgehart97@me.com

MULLIGAN'S BEACH HOUSE & GRILL
1038 S.E. Ocean Blvd. Suite D
Stuart FL, 34996

or at such other place as may from time to time be designated in writing to the other party given pursuant to the provisions of this Section. Notices, consents, demands and requests which are served upon Lessor or Lessee in the manner aforesaid, shall be deemed to have been "served" for all purposes hereunder on the third (3rd) business day next following the date on which such notice, consent, demand or request shall has been mailed as aforesaid, or upon the actual date received, as ascertained by a receipt from the serving company or person, whichever is the earlier date. Emailed copies shall not be deemed "served."

Section 23. Governing Law.

This Lease and the performance of the covenants and terms thereof shall be governed, interpreted, construed and regulated in accordance with the laws of the State of Florida.

Section 24. Partial Invalidity.

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 25. Sales and Use Taxes on Lease

Lessee shall promptly pay to the Lessor, all sales or similar type taxes imposed upon the various amounts of money payable as rent hereunder. In the event it is subsequently determined that any

amount required to be paid hereunder was miscalculated or demand is made by the State of Florida for additional or uncollected tax, Lessee shall promptly pay the same and any penalties and interest payable thereon.

Section 26. Covenants Binding the Respective Parties.

Except as herein expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and their respective heirs, successors and assigns.

Section 27. Disposition of Improvements on Termination of Lease.

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

Section 28. Broker's Commission.

The parties represent and warrant to the other, that no Broker has participated in the negotiation of this agreement and in the event that a broker fee is due, the Lessee shall be solely responsible for same.

Section 29. Attorney's Fees and Costs.

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

Section 30. Lessee's Attornment.

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

Section 31. Waiver of Trial by Jury.

It is mutually agreed by and between Lessor and Lessee that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee and Lessee's use of or occupancy of the Premises. Lessee further agrees that it shall not interpose any counterclaim or counterclaims in a summary

proceeding or in any action based upon nonpayment of rent or any other payment required of Lessee hereunder.

Section 32. Delays.

In the event either party hereto is delayed in the performance of any act required hereunder by reason of an Unavoidable Delay, performance of such act shall be excused for the period of the Unavoidable Delay and the period for the performance of such act shall be extended for a period equivalent to the period of the Unavoidable Delay and all dates, time periods, deadlines as contained in this Lease shall be extended by the time period caused by the Unavoidable Delay, all except for the Term of this Lease, which shall not be extended without the majority approval of the City of Stuart voters at a referendum election, as required by Section 9.05, Stuart City Charter, if then in effect. "Unavoidable Delay" shall mean any of the following events or conditions or any combination thereof: acts of God, acts of the public enemy, riot, insurrection, war, terrorism, pestilence, archaeological excavations required by law, unavailability of materials after timely ordering of same, epidemics, quarantine restrictions, freight embargoes, fire, lightning, hurricanes, earthquakes, tornadoes, floods, extremely abnormal and excessively inclement weather (as indicated by the records of the local weather bureau for a five-year period preceding the Lease Commencement Date), strikes or labor disturbances, delays due to proceedings under Chapters 73 and 74, Florida Statutes, restoration in connection with any of the foregoing or any other cause beyond the reasonable control of the party performing the obligation in question, including, without limitation, such causes as may arise from the act of the other party to this Agreement, or acts of any governmental authority.

Section 33. Good Faith and Fair Dealing.

Lessor and Lessee hereby agree to interpret the terms, conditions and provisions of this Lease in good faith exercising reasonable business judgment, and to attempt to resolve any and all issues, disputes or conflicts that may arise hereunder in a reasonable and fair manner.

Section 34. Additional Terms and Conditions.

A. FAILURE TO PAY WHEN DUE. If the Lessee fails to pay any sum when due for taxes, insurance or other sums required to be paid under the Lease, the Lessor may, at Lessor's option and without waiving its right to dispossess Lessee, pay such sum and such sum shall immediately become due and payable as additional rent.

B. INTEREST ON RENT. All rents due under the Lease, and remaining unpaid beyond the period set forth in Section 19.01 C hereof, shall bear interest at the rate provided under Florida law for the payment of interest on money judgments.

C. UPON TERMINATION. In the event of judicial or mutual termination of this Lease, Lessee shall provide Lessor with a Release and Surrender Agreement with two witnesses, in recordable form, to remove the Memorandum of Lease as a cloud on the title within seven days of written demand therefore.

D. FAILURE TO MAINTAIN. In the event that the Lessee fails to maintain the Premises in a condition free of federal, state, county or city code violations, the Lessor shall

have the right, but not the obligation, to enter onto the Premises and repair or replace any items not in code compliance. Thereafter, the actual cost, plus five (5%) percent administrative charge shall be additional rent, to be paid by the Lessee upon the next time that rent is due hereunder.

E. RADON GAS. Section 404.056, Florida Statutes requires that the following notification be given for real estate transactions of this type: "RADON GAS: Radon is a naturally occurring 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 from your county public health unit."

F. COMPLETE AGREEMENT. The parties mutually represent and warrant to each other that this Lease constitutes the final and complete agreement of the parties on its subject matter and may not be changed, modified, discharged or extended except by written instrument duly executed by the parties. The parties agree that no previous representations or warranties shall be binding upon either party nor has the execution of this Lease been induced on the part of any party except as expressed in writing in this Lease.

G. NON-DISCRIMINATION. Lessee shall not discriminate against contractors, sublessees or users of the Existing Improvements or Leasehold Improvements with regard to race, creed, color, handicap, familial status, disability, marital status, religion, national origin or content of speech. Lessee accepts sole responsibility for ensuring such non-discriminatory access to the Leased Property.

H. BENEFITS OF THE LEASE. The parties agree that this lease shall benefit only the parties hereto and is not intended to benefit any third party whatsoever.

Section 35. Contractual Authority.

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

Section 36. Sovereign Immunity.

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

[LEASE SIGNATURES ON NEXT PAGE]

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

Witnesses:

Print Name: Michelle Vicat

Print Name: KARI LAUTURE

LESSOR:

City of Stuart, Florida

MICHAEL J. MEIER
Mayor

11/30/2020
Date

ATTEST:

MARY R. KINDEL
City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
City Attorney

Witnesses:

Print Name: MARY HOERTZ

Print Name: Ryanne N. Lavo

LESSEE:

Mulligan's Beach House & Grill

BY: GEORGE HART

Its: Owner

PERSONAL GUARANTEE:

In consideration of the Lessor extending a lease to the Lessee (a Florida Corporation), plus other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor personally guarantees the prompt, full and complete performance of any and all present and future duties, obligations and indebtedness pursuant to the above lease agreement. This personal guarantee shall be construed exclusively in accordance with, and governed by, the laws of the Statute of Florida. This Personal Guarantee may not be assigned or transferred without a written document, signed by the Lessor, permitting such assignment or transfer.

Dated this 25th day of November, 2020.

Witness:

(Signature)

(Signature)

Guarantor

(Signature of Guarantor)

GEORGE HAWK

(Printed name of Guarantor)

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1, 2 6 and 10, DANFORTH'S ADDITION, according to the map or plat thereof as recorded in Plat Book 5, Page 69, Public Records of Palm Beach County, (now Martin) Florida.

Parcel Identification Number: 5-38-41-003-000-00010.80000

EXHBIT B

RENT ROLL

			Year	Annual Rent	Monthly Payment
Years	20	1	2018	$192,000	$16,000.00
		2	2019	$204,000	$17,000.00
		3	2020	$216,000	$18,000.00
Rent %	3.00%	4	2021	$228,000	$19,000.00
		5	2022	$240,000	$20,000.00
		6	2023	$247,200	$20,600.00
		7	2024	$254,616	$21,218.00
		8	2025	$262,254	$21,854.54
		9	2026	$270,122	$22,510.18
		10	2027	$278,226	$23,185.48
		11	2028	$286,573	$23,881.05
		12	2029	$295,170	$24,597.48
		13	2030	$304,025	$25,335.40
		14	2031	$313,146	$26,095.46
		15	2032	$322,540	$26,878.33
		16	2033	$332,216	$27,684.68
		17	2034	$342,183	$28,515.22
		18	2035	$352,448	$29,370.67
		19	2036	$363,022	$30,251.79
		20	2037	$373,912	$31,159.35
		21	2038	$385,130	$32,094.13

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** Alaina Knofla

Title of Item:

LIME SLAKERS REFURBISHMENT PROJECT (RC):

RESOLUTION No. 44-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-105, LIME SLAKERS REFURBISHMENT PROJECT TO THE SECOND LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF $212,870.00 TO TLC DIVERSIFIED, INC. OF PALMETTO, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This solicitation was advertised in the Palm Beach Post on February 11, 2021. Demandstar notified four hundred and twenty-seven (427) potential bidders, there twenty (20) plan holders, and issued two (2) bid packages for this project. Three (3) bids were received by the bid opening date and time of 2:30 pm. March 4, 2021.

Utilities and Engineering Staff has checked references and recommends award to the lowest responsive and responsible bidder, for a total unit price $212,870.00

Funding Source:

1610/546

Recommended Action:

Adopt Resolution No. 44-2020

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R44-2021	3/26/2021	Cover Memo

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 44-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-105, LIME SLAKERS REFURBISHMENT PROJECT TO THE SECOND LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF $212,870.00 TO TLC DIVERSIFIED, INC. OF PALMETTO, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Commission of the City of Stuart hereby approves the award of ITB #2021-105: Lime Slakers Refurbishment Project to the second lowest, responsive, and responsible bidder, Palmetto, Florida at the unit price total of $212,870.00; subsequent to review and approval by City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 44-2021
Approve Award of ITB #2021-105, Lime Slakers Refurbishment Project

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

	YES	NO	ABSENT	ABSTAIN
EULA R. CLARKE, MAYOR				
MERRITT MATHESON, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				
MIKE MEIER, COMMISSIONER				

ADOPTED this 12th day of April, 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** Tom Reetz

Title of Item:

CENTRAL PARKWAY LOFTS - MAJOR AMENDMENT TO RPUD (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2461-2021; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING A 6.65 ACRE PROPERTY CONSISTING OF TWO PARCELS OPPOSITE ONE ANOTHER ON S.E. CENTRAL PARKWAY APPROXIMATELY MIDWAY BETWEEN ITS INTERSECTIONS WITH S. KANNER HIGHWAY TO THE WEST AND U.S. HIGHWAY ONE TO THE EAST TO APPROVE A MAJOR AMENDMENT TO THE "CENTRAL PARK LOFTS (NORTH)" AND THE CENTRAL PARK LOFTS (SOUTH) RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) CONSISTING OF ONE HUNDRED SEVENTY TWO (172) MULTI-FAMILY UNITS WITHIN FOUR (4) INDIVIDUAL FOUR-STORY APARTMENT BUILDINGS; WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

History
On May 19, 2005, the property received approval as per Ordinance No 2031-05 to rezone the land from R-3 Residential to a Residential Planned Unit Development (RPUD) for a mixed use development consisting of 84 units in 2 (two) four-story buildings and a 5,100 square foot office building. The timetable for development for the approval is now expired.

Local Planning Agency (LPA)
On February 11, 2021, the Local Planning Agency conditionally approved a Major amendment to the Central Parkway Lofts project for five (5) 4-Story buildings with 196 units. Approval conditions included a request to reduce density from 29.47 dwelling units per acre to 24 DU/ac, and a request to provide parking at 1.6 spaces per unit and crosswalks with mature landscaping at S.E. Central Parkway's median.

City Commission (First Reading)
On March 8, 2021, at First Reading, the City Commission conditionally approved (3-2) the Central Parkway lofts project, provided that the workforce housing units be provided without a 10-year sunset and remain in perpetuity.

Changes since (First Reading)
The applicant has made the following changes to the Site Plan since First Reading:
1. Building 5 (five) has been removed from the site plan, leaving only 4 (four) buildings, reducing the total number of dwelling units from 196 to 172 and the density from 29.47 Du/ac to 25.86 Du/ac. The Comprehensive Plan allows up to 11.62 dwelling units per acre by right for the Office/Residential Land Use

Category and up to 30 DU/acre with City Commission approval.
2. Increased Open Space from 27% to 32% of the site which exceeds the 30% PUD Open Space requirement. (resulting from removal of building 5)
3. Increased parking from 299 to 303 parking spaces (reduction of parking requirements with the removal of building 5) raising the ratio from 1.3 to 1.76 spaces per unit.
4. The median on Central Parkway has been modified to allow for left turns thus eliminating the need for U-turns.

Project Description (Second Reading) The Master Site Plan has been redesigned for 172 multi- family apartments within 4-four-story apartment buildings. A fifth building was removed since First Reading and replaced with a community lawn, tot lot splash pad, pickle-ball court, a pavilion/grill area and an 800 sq. ft. maintenance building Additional amenities remain including on street drainage strategically placed to enhance the storm water aspect of the project and a two-way central street. The 60-foot wide streetscape consisting of two-way aisle paver street, parallel parking, a continuous green space with trees, sidewalk and more green-space at the building's footprint, creating a pedestrian friendly one level (no raised curbing) experience.

Funding Source:

N/A.

Recommended Action:

Motion to adopt Ordinance No. 2461-2021 at **Second Reading**.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	A.1 Ordinance 2461-2021	4/2/2021	Ordinance add to Y drive
🗋	A.2 Ordinance 2461-2021 Exhibit D	4/2/2021	Ordinance add to Y drive
🗋	B.1 Staff Report	4/2/2021	Staff Report
🗋	B.2 Staff-Review - Residential RPUD	4/2/2021	Backup Material
🗋	B.3 Staff Comp Plan Review	2/1/2021	Backup Material
🗋	B.4 Net Present Value Attainable Housing	2/26/2021	Backup Material
🗋	C.1 Application - Amendment to RPUD	2/2/2021	Backup Material
🗋	C.2 Applicant's response to comments	4/2/2021	Backup Material
🗋	D.2 Environmental Analysis	2/2/2021	Backup Material
🗋	D.3 Renderings	4/2/2021	Backup Material
🗋	E.1 Public Notice (LPA and First Reading)	2/2/2021	Backup Material
🗋	E.2 Public Notice (Second Reading)	4/2/2021	Backup Material
🗋	F.1 Intervenor Application	4/2/2021	Attachment
🗋	F.2 Intervenor Presentation	4/2/2021	Attachment

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2461-2021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING A 6.65 ACRE PROPERTY CONSISTING OF TWO PARCELS OPPOSITE ONE ANOTHER ON S.E. CENTRAL PARKWAY APPROXIMATELY MIDWAY BETWEEN ITS INTERSECTIONS WITH S. KANNER HIGHWAY TO THE WEST AND U.S. HIGHWAY ONE TO THE EAST TO APPROVE A MAJOR AMENDMENT TO THE "CENTRAL PARK LOFTS (NORTH)" AND THE CENTRAL PARK LOFTS (SOUTH) RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) CONSISTING OF ONE HUNDRED SEVENTY TWO (172) MULTI-FAMILY UNITS WITHIN FOUR (4) INDIVIDUAL FOUR-STORY APARTMENT BUILDINGS; WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by Farrell Building Company, LLC for a 6.65 acre property consisting of two parcels opposite one another on S.E. Central Parkway approximately

midway between its intersections with S. Kanner Highway to the west and U.S. Highway One to the east.

WHEREAS, the City Commission, has considered the Petitioner's request to amend the Residential Planned Unit Development (RPUD) for Central Park Lofts (North) and for Central Park Lofts (South), and has also considered the recommendation of the City staff.

WHEREAS, the Applicant has committed to the City that its development will comply with all development codes, plans, standards and conditions approved by the City Commission; and that it will bind its successors in title to any such commitments made upon approval of the RPUD; and

WHEREAS, at the hearing the applicant showed by substantial competent evidence that the application is consistent with the Stuart Comprehensive Plan, and the Land Development Code of the City, and with the procedural requirements of law; and

WHEREAS, the RPUD development will be in harmony with surrounding properties and their anticipated development;

WHEREAS, the foregoing recitals are true and adopted as findings of fact and conclusions of law.

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

SECTION 1: The foregoing recitals are true and adopted as findings of fact and conclusions of law.

SECTION 2: The legal description of the property is set forth in **Exhibit 'A'** attached hereto and made a part hereof by reference. A Map depicting the Property is attached hereto as **Exhibit 'B'** and made a part hereof by reference. The conditions of development attached hereto as

Exhibit 'C' and made a part hereof by reference, and each shall constitute one of the development documents.

SECTION 3: The following documents are on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit 'D'**, hereinafter the 'Development Documents', shall be deemed a part of the development conditions, and shall supplement any earlier approvals:

a. **The Site Plan, Sheet 1 of 1, prepared by Conceptual Design Group, dated 05.21.2020 and last revised on 03.25.21.**
b. **Boundary and Topographic Survey, Sheet 1 of 3, prepared by Velcon Engineering and Surveying's Robert F. Kemerson, (Professional Surveyor and Mapper), dated 03.06.20.**
c. **The Landscape Plans, Sheets L-1 thru L-4, prepared Conceptual Design Group, dated 05.21.2020 and last revised on 03.24.21.**
d. **CSEC Holdings, LLC, Garbage Truck Exhibit and Fire Truck Exhibit, Sheets EX-1 & EX-2, prepared by Velcon Engineering and Surveying LLC, dated 03.23.2020.**
e. **Central Parkway Conceptual Engineering Plan, Sheet 02, & 03 prepared by Velcon Engineering & Surveying, LLC dated 3.23.20.**
f. **Central Parkway Apartments Architectural Floor Plans, Sheet A-1.1 thru A-1.8, Elevations, A-3.1 thru A-3.4 by Claren Architecture, dated 09.10.20 and last revised on 1.16.21**
g. **Photometric Plan, Sheet L-1.1, by Lighting Dynamics, dated 01.13.21.**

SECTION 4: Except as otherwise provided herein, no development permits, site permits or building permits shall be issued by the City except in compliance with the aforesaid Development Documents. The failure of the Developer to complete development, or to comply with the

Development Documents, or with any term or condition of development set forth in this ordinance, shall be deemed a zoning violation and no further permits, or other development approvals or orders shall be issued by the City to the owner until the violation has been resolved, and the matter may become the subject of a code enforcement action brought by the City. This section shall not impair the due process or other legal rights of the Developer to seek administrative or judicial redress.

SECTION 5: Following the adoption and acceptance of this ordinance by the Owner, and in addition to any other 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 developer 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) adopting the same, the City Commission may impose any or all the following:

a. Initiate the process to amend or repeal this or any other ordinance pertaining to the development.
b. Direct the City Development Director to initiate the process to rezone the PUD property or any portion of the PUD 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 PUD ordinance by the developer shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law. In the event a violation found continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

SECTION 6: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof is hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 7: 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 8: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 90 days from the date of this approval, failing which this ordinance shall become void.

SECTION 9: Upon complete execution of this Ordinance, including the Acceptance and Agreement by the Owner, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

Passed on first reading the ____ day of _____, 2021.

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:

	YES	NO	ABSENT	ABSTAIN
EULA R. CLARKE, MAYOR				
MERRITT MATHESON, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				
MIKE MEIER, COMMISSIONER				

ADOPTED on second and final reading this _____day of _____, 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

STATE OF FLORIDA,

COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐nline notarization, this _____day of _____, 2021, by EULA R. CLARKE, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN A RESIDENTIAL PLANNED UNIT DEVELOPMENT AND IN ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDINANCE. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS RESIDENTIAL PLANNED UNIT DEVELOPMENT ACCORDING TO THIS ORDINANCE, ITS CONDITIONS, AND THE DEVELOPMENT PLANS AND DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ACTIONS MAY BE TAKEN AGAINST THE UNDERSIGNED BY THE CITY, INCLUDING BUT NOT LIMITED TO CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING REVOCATIONS, AND ALL APPLICABLE CIVIL AND CRIMINAL ACTIONS.

IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES: Owner: Ferrell Building Company Inc,

_____

Print Name: _____ By: _____

_____

Print Name: _____

OWNERS ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of phy☐cal presence or onli☐notarization, this _____ day of _____, 2021, by

_____

Personally Known OR Produced Identification

Type of ID Produced _____

Signature of Notary Public: _____

Commission Expires:

Notary Seal:

EXHIBIT A – LEGAL DESCRIPTION

THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 38 SOUTH, RANGE 41 EAST, LYING AND BEING IN MARTIN COUNTY, FLORIDA LESS AND EXCEPTING THEREFROM THOSE PARTS CONVEYED TO THE CITY OF STUART FOR ROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 566, PAGE 456, AND OFFICIAL RECORDS BOOK 663, PAGE 1206, AND LESS AND EXCEPT THE NORTH 200 FEET TO FLORIDA DEPARTMENT OF TRANSPORTATION AS RECORDED IN OFFICIAL RECORD BOOK 1074, PAGE 1032, ALL OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

EXHIBIT B – LOCATION MAP



EXHIBIT C – DEVELOPMENT CONDITIONS

Approved Plans and Documents

1. The RPUD project and use thereof shall comply with the following drawings:

   a. **The Site Plan, Sheet 1 of 1, prepared by Conceptual Design Group, dated 05.21.2020 and last revised on 03.25.21.**
   b. **Boundary and Topographic Survey, Sheet 1 of 3, prepared by Velcon Engineering and Surveying's Robert F. Kemerson, (Professional Surveyor and Mapper), dated 03.06.20.**
   c. **The Landscape Plans, Sheets L-1 thru L-4, prepared Conceptual Design Group, dated 05.21.2020 and last revised on 03.24.21.**
   d. **CSEC Holdings, LLC, Garbage Truck Exhibit and Fire Truck Exhibit, Sheets EX-1 & EX-2, prepared by Velcon Engineering and Surveying LLC, dated 03.23.2020.**
   e. **Central Parkway Conceptual Engineering Plan, Sheet 02, & 03 prepared by Velcon Engineering & Surveying, LLC dated 3.23.20.**
   f. **Central Parkway Apartments Architectural Floor Plans, Sheet A-1.1 thru A-1.8, Elevations, A-3.1 thru A-3.4 by Claren Architecture, dated 09.10.20 and last revised on 1.16.21**
   g. **Photometric Plan, Sheet L-1.1, by Lighting Dynamics, dated 01.13.21.**

2. Any modifications to the Master RPUD 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 spaces, drainage areas, impervious 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.

3. The developer has agreed that 20 of the two-bedroom units will be rented at rates no greater than 80% of Area Median Income ("AMI") in Martin County (as such AMI may change from time to time) and based upon the annual Florida Housing Finance

Corporation Family Rental Program schedule published annually by the Florida Housing Finance Corporation, and the balance of the units can be rented at market rates. The developer shall self-monitor compliance with the foregoing rental rate restriction and will provide the City with an annual occupancy report in the form of a Rent Roll for the Units. The City shall have the right, with prior notice to developer, to conduct an on-site inspection of the project to audit the tenant files. The foregoing restrictions shall remain in effect for the project in perpetuity. Notwithstanding, in the event of a foreclosure sale or the transfer of ownership by deed in lieu of foreclosure by any institutional lender of any mortgage, deed of trust or other security instrument encumbering the Property this restriction shall be extinguished

4. The maximum building height within the RPUD shall be 4 stories or 50'-8" to the highest roof parapet. Height shall be measured from the lowest permissible finished first floor elevation to the surface of a flat roof and to the eave of a pitched roof.

5. Prior to certificate of occupancy of the last building, the applicant shall provide an engineer's written confirmation attesting that the RPUD's storm water system is in place and functioning in compliance with all approved plans and specifications.

6. 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.

Landscaping

7. The common areas including the projects clubhouse and pool area shall be provided with landscaping with an irrigation system of enough capacity to maintain the landscaping in a healthy growing condition.

8. A Landscape 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.

Required Open Space and Native Preserve Area

9. Open Space. Not less 2.17 acres or 32 % of the RPUD shall be Open Space as depicted on the Site Plan by Conceptual Design Group, Inc. as described in Exhibit C. Required open space may include contiguous buffer and retention areas, however, other required interior landscaping shall not count towards the open space requirement.

Tree Mitigation

10. The project shall comply with Section 5.05.02 of the "Tree replacement and protection requirements" of the City's Land Development Code. All required tree mitigation will be met on site.

Prior to Issuance of Site Permits

11. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.

12. Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.

13. 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.

14. All development activities shall comply with the City's Concurrency Management System prior to the issuance of building permits.

Development and Construction

15. The property owner shall provide easements for licensed television services that can coexist together with power in a public utility easement.

16. In the event of any conflict in the provisions of Exhibit 'C' Development Conditions and attached exhibits, Exhibit 'C' shall prevail.

17. 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.

18. All utility improvements constructed by the developer within City's right-of-way, shall be constructed in a manner and form acceptable to City of Stuart Public Works. The developer shall grant any such utility easements necessary for this site as may be required by the City of Stuart.

19. Any existing sidewalks damaged along SE Central Parkway during construction, or requiring full replacement given that the on-site grade is significantly altered, the developer shall be required to repair or replace the entire sidewalk prior to the issuance of a Certificate of Occupancy.

20. Temporary or freestanding storage units are prohibited on the property once construction is complete.

21. Site work including but not limited to land preparation, retention area excavation, clearing and grading, drainage and water, sewer and irrigation lines shall be reviewed and approved

by the city's public works department and the city's engineering consultant prior to permitting.

22. Proposed landscaping in the SE Central Parkway median shall be preserved and maintained by the developer and/or home-owner's association in perpetuity. Subject to mutually agreed upon maintenance easement agreement and indemnification between the developer and the City relative to ROW liability issues.

Signage

23. All signs throughout the PUD must have a consistent treatment, as to number, location, size, height, lighting, and materials with a unified theme throughout the Planned Unit Development. The development's monument sign shall adhere to sign criteria found in Chapter 6 of the City's Land Development Code.

Future Amendments

24. Owner shall not subject the Property to any condominium conversion and neither shall any portion of the Property be converted to units for sale in connection with a condominium conversion nor shall the title to any such units be transferred to any party other than being held as a single parcel for the purposes of apartment rental.

Timetable for Development

25. Timetable for development shall be as follows:

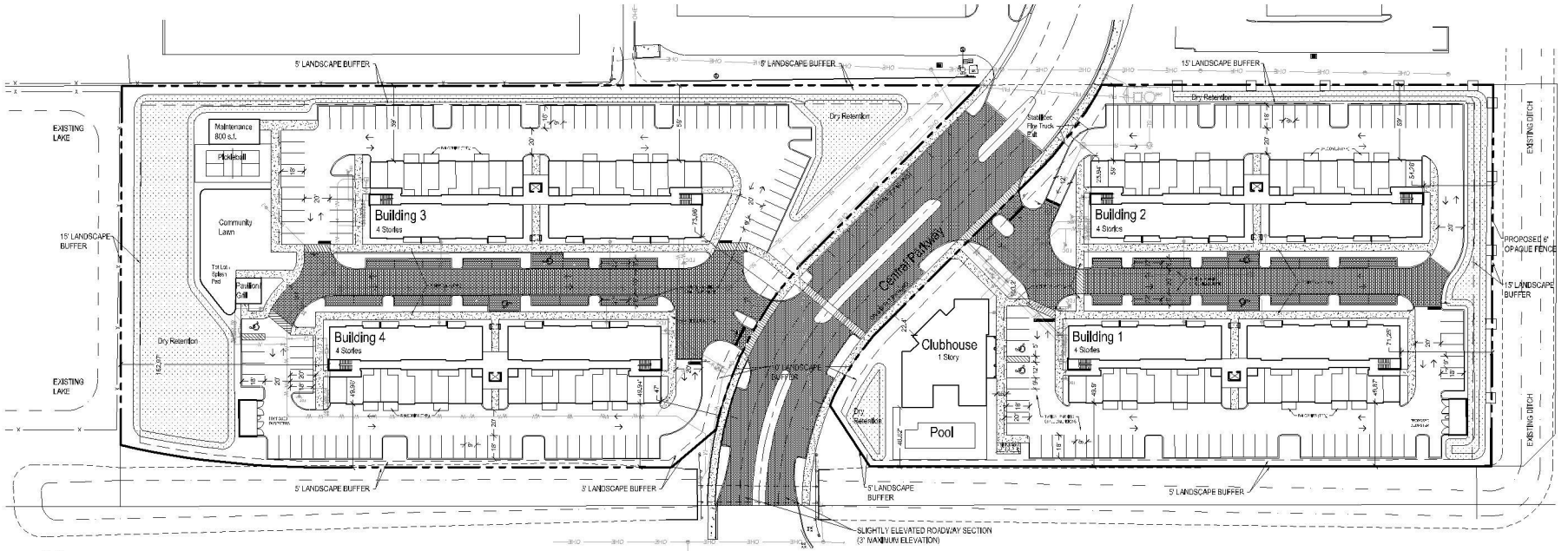
Site and building permit application deemed sufficient for permit review under city codes and standards.	**April 1, 2023**
Final Certificate of Occupancy for all site and building improvements.	**April 1, 2024**

Allowable Uses

26. The following uses shall be permitted:

a. Multi-Family Residential

b. Home Occupations in accordance with the City's Land Development Code.



Site Data

Parcel Size:	290,098.25 s.f.	6.65 Acres
North:	161,340.32 s.f.	3.70 Acres
South:	128,757.77 s.f.	2.93 Acres
Total Residential Units:		172
Density:		23.86 D.U. Acre
Building Height:		43' Maximum (4 Stories)
Parcel Control Number:		09384100000000304
Existing Use:		Vacant
Proposed Use:		Multi-family Residential
Existing Zoning:		RPUD
Proposed Zoning:		RPUD
Future Land Use:		Office / Residential

Impervious:	195,519.23 s.f.	4.48 Acres	68%
Buildings (Plan view outline)	65,864 s.f.	1.51 Acres	23%
Vehicular Use Area (Excludes area inside building)	106,576.97 s.f.	2.49 Acres	37%
Sidewalks & Pool Deck	22,176.26 s.f.	.46 Acres	7%
Pool	900 s.f.	.02 Acres	1%
Pervious:	94,578.25 s.f.	2.17 Acres	32%
Landscape Area:	61,464.68 s.f.	1.41 Acres	21%
Dry Retention Area:	33,660.87 s.f.	.76 Acres	11%

Open Space:	Required: 30% Minimum	Provided:
Total Open Space Provided = 94,578.25 s.f. / 2.17 Acres		32%
Total Open Space Less Interior Open Areas = 79,290.27 / 1.82 Acres		27%

Parking Calculations:	Required:	Provided:
1.5 Spaces per 1 Bedroom Unit 38 Units x 1.5 = 84 Spaces	84	62 (@ 1 Unit)
2 Spaces per 2 Bedroom Units 88 Units x 2 = 176 Spaces	176	176 (@ 1.6 /Unit)
2 Spaces per 3 Bedroom Units 28 Units x 2 = 56 Spaces	56	56 (@ 2 Unit)
Guest / Clubhouse	0	9
Total:	316	303

Building Data:

Total Proposed Building Areas (All Buildings All Floors)	242,702 s.f.
Total Proposed Residential Building Areas (All Residential Buildings All Floors)	232,588 s.f.
Total Proposed Ground Floor Building Areas (All Buildings)	63,964 s.f.

Buildings #1 - 4 (Shown as each building)

Total Proposed Building Areas (All Floors)	58,147 s.f.
Ground Floor	14,317 s.f.
Second Floor	14,901 s.f.
Third Floor	14,981 s.f.
Fourth Floor	13,508 s.f.

Clubhouse Building

Total Proposed Building Areas:	8,914 s.f.
Ground Floor Building Area	4,094 s.f.
Ground Floor Covered Entrance Area	240 s.f.
Ground Floor Outdoor Patio Area	982 s.f.
Second Floor Building Area	3,598 s.f.
Second Floor Outdoor Patio Area	320 s.f.
Total Proposed Accessory Building Areas:	1,200 s.f.
Maintenance Building Area	800 s.f.
Pavilion Area	400 s.f.

Total Residential Units (All Floors): 172

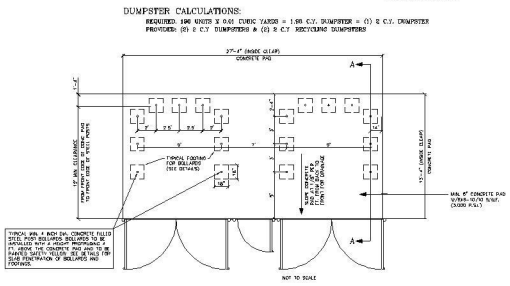
Buildings	1 Bedroom	2 Bedrooms	3 Bedrooms	Totals
Building 1	14	22	7	43
Building 2	14	22	7	43
Building 3	14	22	7	43
Building 4	14	22	7	43
Sub-total:	56	88	28	172

General Notes

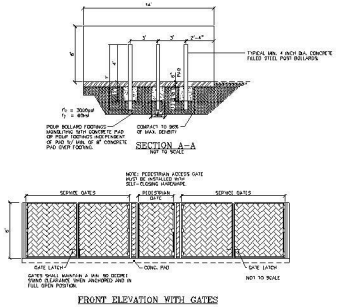
1. This project will be completed in one phase.
2. All prohibited exotic plant species shall be removed prior to the issuance of a Certificate of Occupancy.
3. All required landscaping must be installed prior to the issuance of a Certificate of Occupancy. Refer to the Landscape Plans for landscape details and specifications.
4. Refer to Construction Drawings for location of traffic control devices.
5. The applicant will request in writing, prior to any land clearing, that a field inspection be performed to determine if landscape "tree tours" are only located on the site.
6. All signs will be reviewed for compliance with the applicable regulations at the time the sign permit is issued.
7. During construction activities, existing native vegetation shall be retained to act as buffers between adjacent land uses, and to help reduce nuisance dust and noise. Sprinklers shall be used on site to preserve the vegetation to be retained.
8. 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.
9. The property owner shall be required to provide acceptable easements to ensure nonexclusive access to duly licensed cable television services to persons residing in the development. The easement shall specifically provide for the use by the franchised cable television system.
10. The parking areas shall not contain private and will be owned and maintained by the homeowners association.
11. Finished Floor Elevations FFP are NAVD 88.
12. Water and sewer service shall be provided by City of Stuart Utilities.
13. Photometric site lighting plans shall be provided to the City of Stuart for review and approval prior to site development permit approval.

City of Stuart Dumpster Detail

Not To Scale

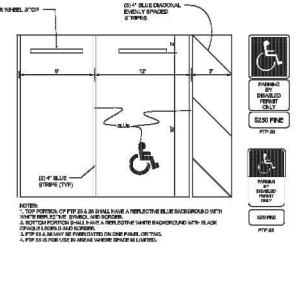


CITY OF STUART DUMPSTER ENCLOSURE PLAN VIEW
DOUBLE DUMPSTER - ONE WASTE & ONE RECYCLING



Standard & Handicap Parking Space Detail

Not To Scale



Site Plan



Conceptual Design Group, Inc.
Landscape Architecture - Site Planning

900 East Ocean Boulevard, Suite 130-1
Stuart, Florida 34994
(772) 514-2540
LC. 26001198

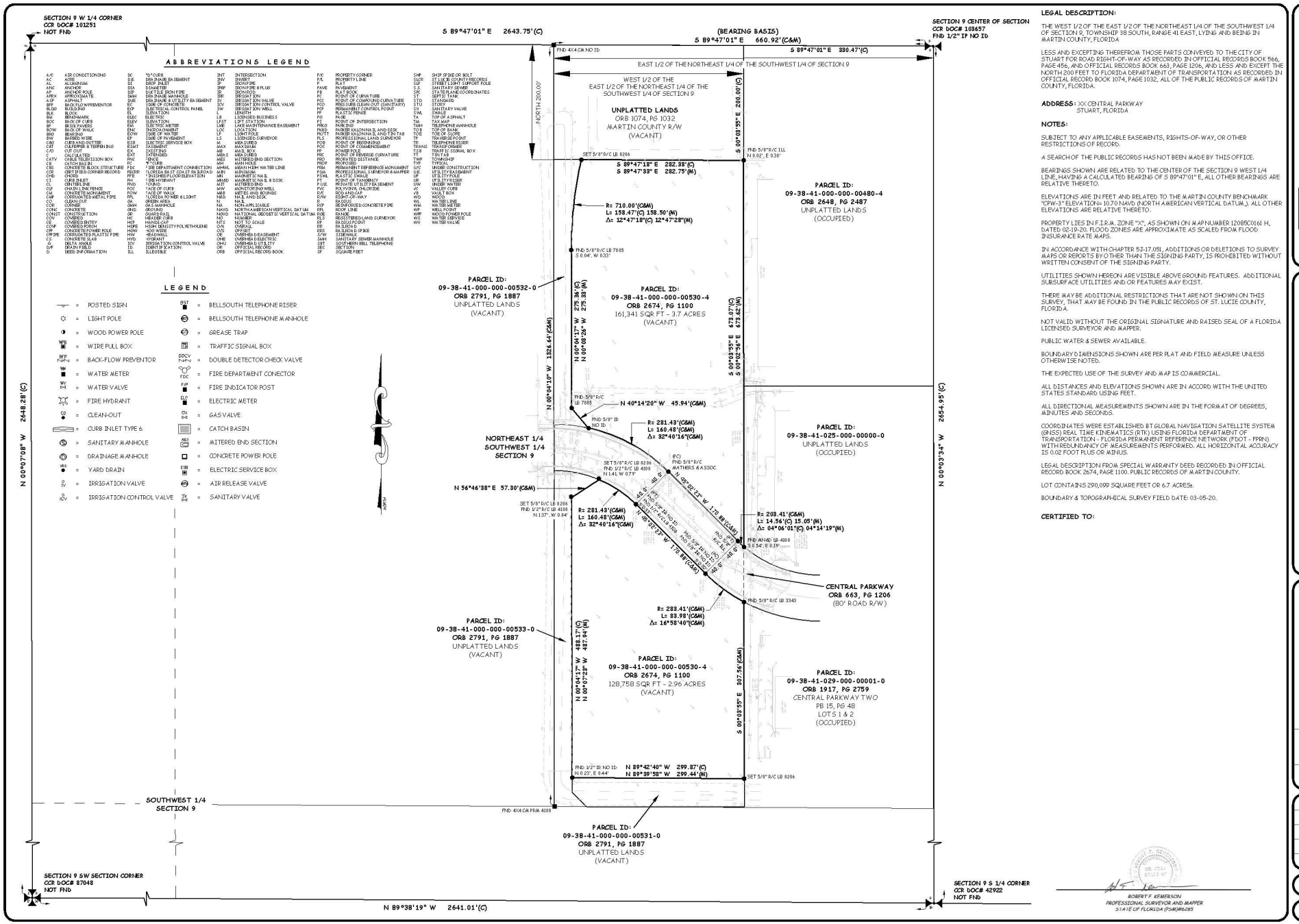
Central Parkway

City of Stuart, Florida

Job No.	19-1002
Drawn By	JWS
Submittal Dates	5-21-2020
	11-5-2020 11-10-2020 1-14-2021
	2-1-2021 2-18-2021 2-23-2021
	3-11-2021 3-25-2021
Revision Dates	
Bedroom Types	11-5-2020
Truck Radius	11-10-2020
City Comments: 1-14-2021, 2-1-2021, 2-23-2021	
City Comments	3-11-2021
City Comments	3-25-2021

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

Sheet 1 of 1



ABBREVIATIONS LEGEND

A/C	AIR CONDITIONING	DC	"D"CURB	INT	INTERSECTION	P/C	PROPERTY CORNER	SHF	SHIP SHAPE OR BOLT
AC	ACRES	D.E.	DRAINAGE EASEMENT	INV	INVERT	P/L	PROPERTY LINE	SLCR	ST LUCIE COUNTY RECORDS
AL	ALUMINUM	DI	DROP INLET	IP	IRON PIPE	PLAT	PLAT	SLP	STREET LIGHT SUPPORT POLE
ANC	ANCHOR	DIA	DIAMETER	IPRP	IRON PIPE & PLUG	PAVE	PAVEMENT	S.S.	SANITARY SEWER
AP	ANCHOR POLE	DIP	DUCTILE IRON PIPE	IR	IRON ROD	PB	PLAT BOOK	SSC	STATE PLANE COORDINATES
APPROX	APPROXIMATE	DMH	DRAINAGE MANHOLE	IRR	IRRIGATION	PC	POINT OF CURVATURE	ST	SEPTIC TANK
ASP	ASPHALT	DUE	DRAINAGE UTILITY EASEMENT	IV	IRRIGATION VALVE	PCC	POINT OF COMPOUND CURVATURE	STD	STANDARD
AVE	AVENUE OR AVREMENTOR	E	EAST	ICV	IRRIGATION CONTROL VALVE	POC	POINT ON CURB (LEAN OUT (GUARTERS)	STM	STORM
BLDG	BUILDING	EIP	ELECTRICAL CONTROL PANEL	IW	IRRIGATION WELL	POP	PERMANENT CONTROL POINT	SV	SANITARY VALVE
BLK	BLOCK	EL	ELEVATION	L	LENGTH	PT	PLASTIC FENCE	S.WL	SWALLE
BM	BENCHMARK	ELEC	ELECTRIC	LB	LICENSED BUSINESS	PG	PAGE	TA	TOP OF A SPHALT
BOC	BACK OF CURB	ELEV	ELEVATION	LFST	LIFT STATION	PI	POINT OF INTERSECTION	TAN	TAX MAP
BP	BRICK PAVERS	EM	ELECTRIC METER	LME	LAKE MAINTENANCE EASEMENT	PP&G	PARKSIDE	TMH	TELEPHONE MANHOLE
BOW	BACK OF WALK	ENC	ENCROACHMENT	LOC	LOCATION	PKBD	PARKER KALONYNA SL AND DESC	TOB	TOP OF BANK
BRG	BEARING	EOW	EDGE OF WATER	LP	LIGHT POLE	PKST	PARKER KALONYNA SL AND TEN TAB	TOE	TOE OF SLOPE
BW	BOTTOM OF WALL	EP	EDGE OF PAVEMENT	LS	LICENSED SURVEYOR	PLS/PLT	PROFESSIONAL LAND SURVEYOR	TP	TURNERSED POINT
C&G	CURB AND GUTTER	EUB	ELECTRIC SERVICE BOX	M	MEASURED	POB	POINT OF BEGINNING	TR	TELEPHONE RISER
CBT	CULVERPIPE & TERPEN END	EUME	EASEMENT	MAX	MAXIMUM	POC	POINT OF COMMENCEMENT	TRANS	TRANSFORMER
C/O	CUT OUT	EX	EXISTING	MB	MAIL BOX	PP	POWER POLE	T.S.B	TRAFFIC SIGNAL BOX
C	CALCULATED	EXT	EXTENDED	MBAS	MEASURED	PRC	POINT OF REVERSE CURVATURE	TT	TINTAB
CATV	CABLE TELEVISION BOX	FHC	FENCE	MES	MITERED END SECTION	PRO	PROPERTED DISTANCE	TWP	TOWNSHIP
CB	CATCH BASIN	FC	"C"CURB	MH	MAN HOLE	PROP	PROPOSED	TYP	TYPICAL
CBS	CONCRETE BLOCK STRUCTURE	FDC	FIRE DEPARTAMENT CONNECTION	MHWL	MEAN HIGH WATER LINE	PSM	PERMANENT REFERENCE MONUMENT	U/G	UNDER GROUND
CCR	CERTIFIED CORNER RECORD	FD&SP	"L"CURB SW ST COAST SALTEUX'S	MPK	MAG NAIL	PSM&L	PROFESSIONAL SURVEYOR & MAPPER	UE	UTILITY EASEMENT
CHD	CHORD	FFE	" SWISHED FLOOR ELEVATION	MR	MAGNETIC NAIL	PSWL	PLASTIC SWALLE	UP	UTILITY POLE
CI	CURB INLET	FH	" DRE HYDRANT	MR&D	MAGNETIC NAIL & DISK	PT	POINT OF TANGENCY	UR	UTILITY RISER
CL	CENTERLINE	FND	" FOUND	MIT	MITERED END	P.U.E.	PRIVATE UTILITY EASEMENT	UW	UNDER WATER
CLF	CHAIN LINK FENCE	FOC	"ACE OF CURB	MW	MONITOR WELL	PVC	POLYVINYL CHLORIDE	VC	VALLEY CURB
CM	CONCRETE MONUMENT	FOW	"ACE OF WALK	MEB	METES AND BOUNDS	R/C	ROD AND CAP	VB	VAULT BOX
CMP	CORRUGATED METAL PIPE	FPL	"LORIDA POWER & LIGHT	NAD	NAIL AND DISK	R/W	RIGHT-OF-WAY	WD	WOOD
CO	CLEAN OUT	GA	GARBEN AREA	NA	NO ACCESS	RD	RADIUS	WL	WATER LINE
COE	CORP OF ENGINEERS	GMH	GAS MANHOLE	NA	NON-APPLICABLE	RCP	REINFORCED CONCRETE PIPE	WM	WATER METER
CONC	CONCRETE	GND	GROUND	NAVD	NORTH AMERICAN VERTICAL DATUM	RPL	ROOF LINE	WP	WELL POINT
CONST	CONSTRUCTION	GR	GUARD RAIL	NGVD	NATIONAL GEODETIC VERTICAL DATUM	RGE	RANGE	WPP	WOOD POWER POLE
COV	COVERED	HC	HEADER CURB	NO	NUMBER	RLS	REGISTERED LAND SURVEYOR	WS	WATER SERVICE
CE	COVERED ENTRY	HCP	HANDICAP	NTS	NOT TO SCALE	RP	RADIUS POINT	WV	WATER VALVE
COP	COVERED PORCH	HDPE	HIGH DENSITY POLYETHYLENE	OVA	OVERALL	RR	RAILROAD		
CPP	CONCRETE POWER POLE	HDW	"OD WIDE	OS	OFFSET	RRS	RAILROAD SPIKE		
CPP/PE	CORRUGATED PLASTIC PIPE	HW	HEADWALL	OSE	OVERHEAD EASEMENT	S/W	SIDEWALK		
CR	CONCRETE	HYD	"YDRANT	OHE	OVERHEAD ELECTRIC	SAM	SANITARY SEWER MANHOLE		
Δ	DELTA ANGLE	I	IRRIGATION CONTROL VALVE	OHU	OVERHEAD UTILITY	SBT	SOUTHERN BELL TELEPHONE		
D/W	DRAIN FIELD	ID	IDENTIFICATION	OR	OFFICIAL RECORD	SEC	SECTION		
D	DEED INFORMATION	ILL	ILLEGIBLE	ORB	OFFICIAL RECORD BOOK	SF	SQUARE FEET		

LEGEND

	= POSTED SIGN	BST	= BELLSOUTH TELEPHONE RISER
	= LIGHT POLE	BS	= BELLSOUTH TELEPHONE MANHOLE
	= WOOD POWER POLE	GT	= GREASE TRAP
WPB	= WIRE PULL BOX	TS	= TRAFFIC SIGNAL BOX
BFP	= BACK-FLOW PREVENTOR	DDCV	= DOUBLE DETECTOR CHECK VALVE
WM	= WATER METER	FDC	= FIRE DEPARTAMENT CONECTOR
WV	= WATER VALVE	FIP	= FIRE INDICATOR POST
	= FIRE HYDRANT	ELC	= ELECTRIC METER
CO	= CLEAN-OUT	GV	= GAS VALVE
	= CURB INLET TYPE 6		= CATCH BASIN
S	= SANITARY MANHOLE	AES	= MITERED END SECTION
D	= DRAINAGE MANHOLE		= CONCRETE POWER POLE
YD	= YARD DRAIN	ESB	= ELECTRIC SERVICE BOX
	= IRRIGATION VALVE	AR	= AIR RELEASE VALVE
ICV	= IRRIGATION CONTROL VALVE	SV	= SANITARY VALVE

LEGAL DESCRIPTION:

THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 38 SOUTH, RANGE 41 EAST, LYING AND BEING IN MARTIN COUNTY, FLORIDA

LESS AND EXCEPTING THEREFROM THOSE PARTS CONVEYED TO THE CITY OF STUART FOR ROAD RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 566, PAGE 456, AND OFFICIAL RECORDS BOOK 663, PAGE 1206, AND LESS AND EXCEPT THE NORTH 200 FEET TO FLORIDA DEPARTMENT OF TRANSPORTATION AS RECORDED IN OFFICIAL RECORD BOOK 1074, PAGE 1032, ALL OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

ADDRESS: XX CENTRAL PARKWAY
STUART, FLORIDA

NOTES:

SUBJECT TO ANY APPLICABLE EASEMENTS, RIGHTS-OF-WAY, OR OTHER RESTRICTIONS OF RECORD.

A SEARCH OF THE PUBLIC RECORDS HAS NOT BEEN MADE BY THIS OFFICE.

BEARINGS SHOWN ARE RELATED TO THE CENTER OF THE SECTION 9 WEST 1/4 LINE, HAVING A CALCULATED BEARING OF S 89°47'01" E, ALL OTHER BEARINGS ARE RELATIVE THERETO.

ELEVATIONS ARE IN FEET AND RELATED TO THE MARTIN COUNTY BENCHMARK "CPW-3" ELEVATION= 10.70 NAVD (NORTH AMERICAN VERTICAL DATUM,). ALL OTHER ELEVATIONS ARE RELATIVE THERETO.

PROPERTY LIES IN F.I.R.M. ZONE "X", AS SHOWN ON MAP NUMBER 12085C0161 H, DATED 02-19-20. FLOOD ZONES ARE APPROXIMATE AS SCALED FROM FLOOD INSURANCE RATE MAPS.

IN ACCORDANCE WITH CHAPTER 61J-17.081, ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY, IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

UTILITIES SHOWN HEREON ARE VISIBLE ABOVE GROUND FEATURES. ADDITIONAL SUBSURFACE UTILITIES AND OR FEATURES MAY EXIST.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY, THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PUBLIC WATER & SEWER AVAILABLE.

BOUNDARY DIMENSIONS SHOWN ARE PER PLAT AND FIELD MEASURE UNLESS OTHERWISE NOTED.

THE EXPECTED USE OF THE SURVEY AND MAP IS COMMERCIAL.

ALL DISTANCES AND ELEVATIONS SHOWN ARE IN ACCORD WITH THE UNITED STATES STANDARD USING FEET.

ALL DIRECTIONAL MEASUREMENTS SHOWN ARE IN THE FORMAT OF DEGREES, MINUTES AND SECONDS.

COORDINATES WERE ESTABLISHED BT GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REAL TIME KINEMATICS (RTK) USING FLORIDA DEPARTMENT OF TRANSPORTATION - FLORIDA PERMANENT REFERENCE NETWORK (FDOT - FPRN) WITH REDUNDANCY OF MEASUREMENTS PERFORMED. ALL HORIZONTAL ACCURACY IS 0.02 FOOT PLUS OR MINUS.

LEGAL DESCRIPTION FROM SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 2674, PAGE 1100. PUBLIC RECORDS OF MARTIN COUNTY.

LOT CONTAINS 290,099 SQUARE FEET OR 6.7 ACRES±.

BOUNDARY & TOPOGRAPHICAL SURVEY FIELD DATE: 03-05-20.

CERTIFIED TO:

ROBERT F. KEMERSON
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA (PSM)#6285

VELCON ENGINEERING & SURVEYING, LLC
CERTIFICATE OF AUTHORIZATION NO. LB 8206
5901 NW PEACOCK BLVD, SUITE B
PORT ST LUCIE, FLORIDA 34986
(772) 345-4777
Web Site: www.velconfl.com
VELCON
ENGINEERING & SURVEYING

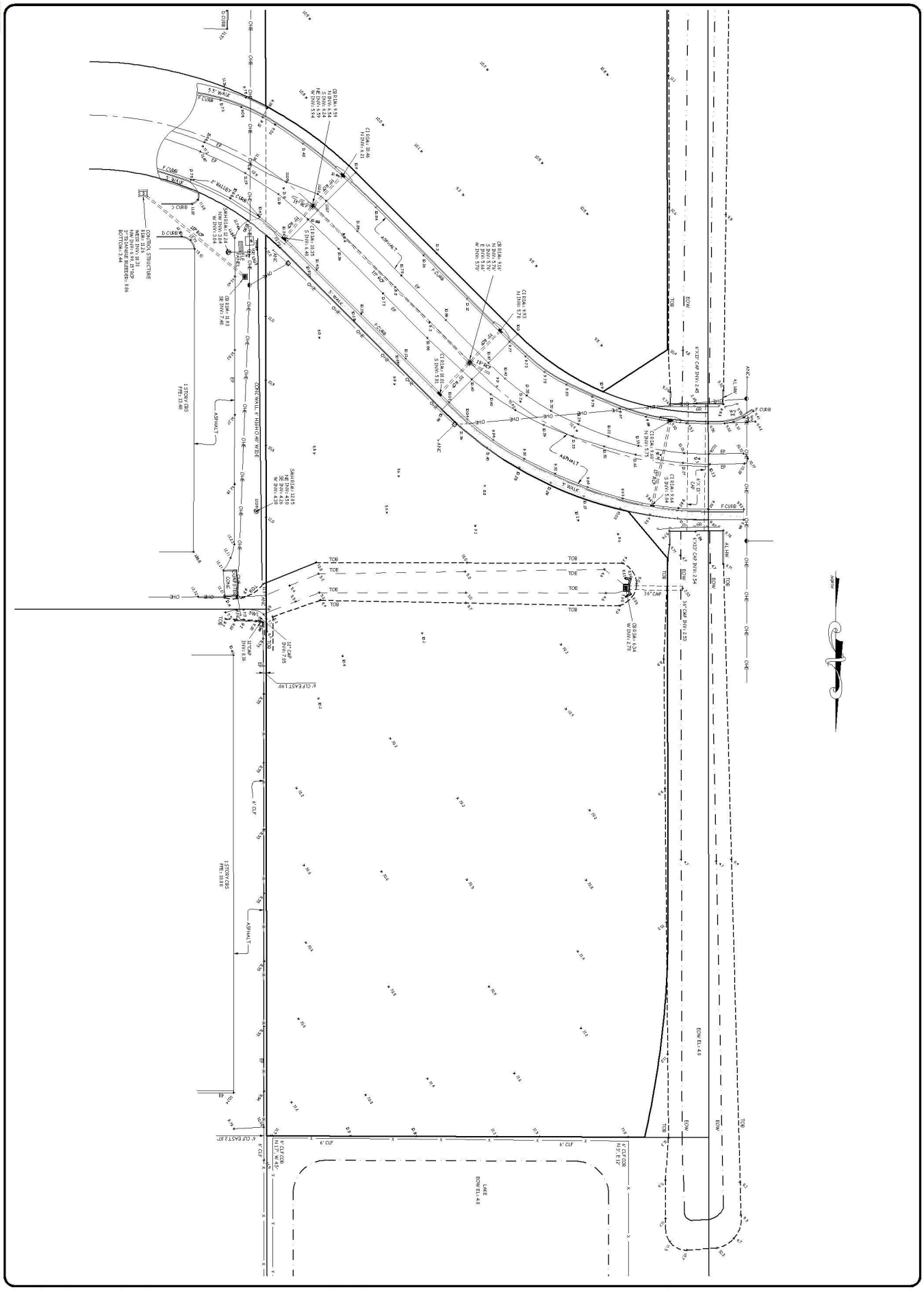
BOUNDARY & TOPOGRAPHICAL SURVEY
PREPARED FOR
CSEC HOLDINGS, LLC

BY:	DATE:	REVISIONS

DRAWN BY: GJS
APPROVED BY: R. KEMERSON
SCALE: 1" = 70'
DATE: 03-06-20
FIELD BOOK/PAGES: PLANS
JOB NUMBER: 20-1004
SHEET: 1 OF 3

04122021 CCM

N:\Projects\2020\20-1004 Central Parkway\Survey\20-1004 BNDY.dwg, BNDY, 4/16/2020 12:53:18 PM

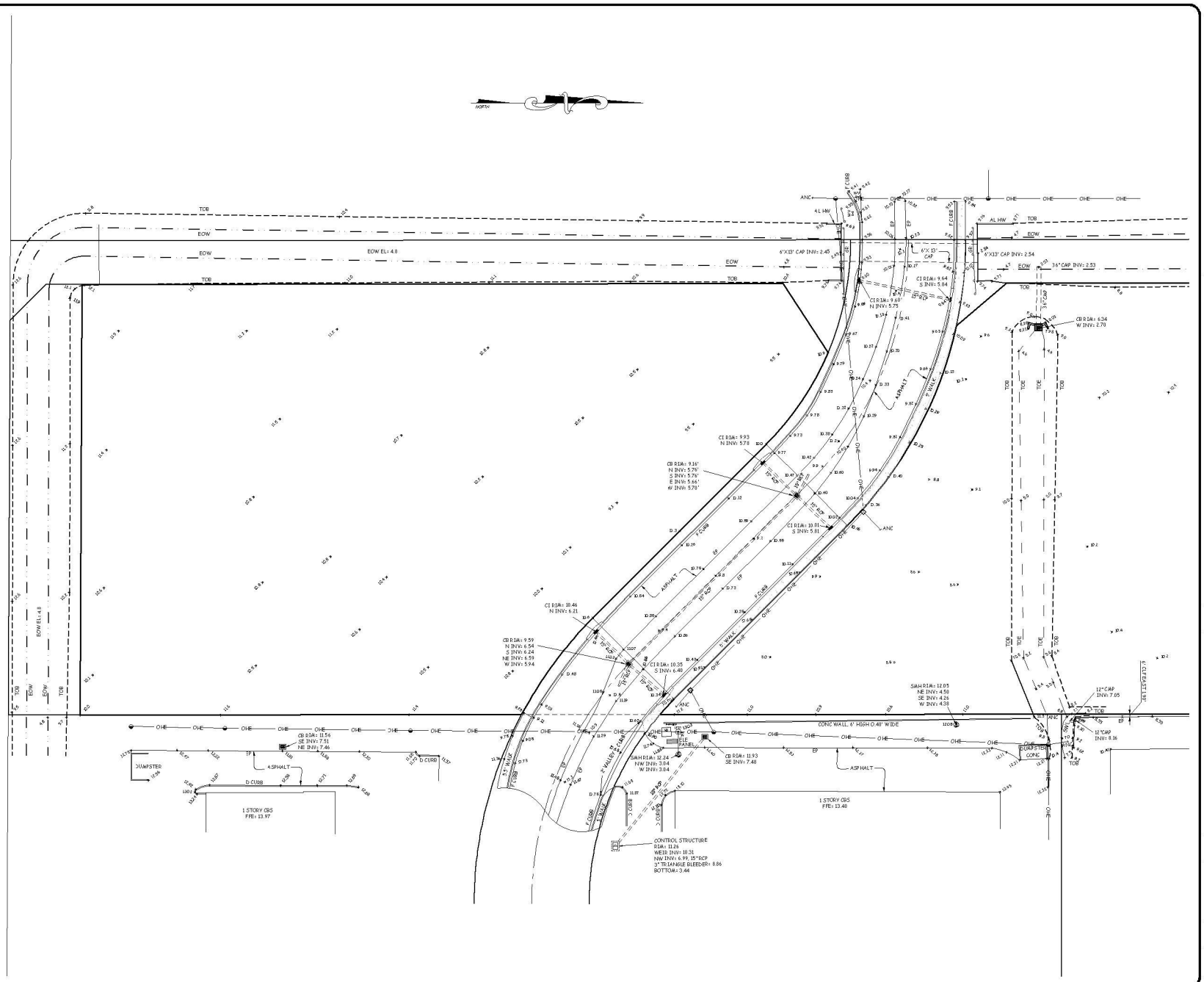


SHEET	2 OF 3	
JOB NUMBER	20-1004	
DRAWN BY	GJS	
APPROVED BY	K. THOMPSON	
SCALE	1" = 30'	
DATE	03-20-20	
FIELD BOOK/PAGES	PLANS	

BY:	DATE:	REVISIONS

BOUNDARY & TOPOGRAPHICAL SURVEY
PREPARED FOR
CSEC HOLDINGS, LLC

VELCON ENGINEERING & SURVEYING, LLC
CERTIFICATE OF AUTHORIZATION NO. LB 8206
590 NW PEACOCK BLVD, SUITE B
PORT ST. LUCIE, FLORIDA 34986
PHONE (772) 879-0477
Web Site: www.velconfl.com



VELCON ENGINEERING & SURVEYING, LLC
CERTIFICATE OF AUTHORIZATION NO. LB 8206
590 NW PEACOCK BLVD, SUITE B
PORT ST. LUCIE, FLORIDA 34986
PHONE (772) 879-0477
Web Site: www.velconfl.com

VELCON
ENGINEERING & SURVEYING

BOUNDARY & TOPOGRAPHICAL SURVEY
PREPARED FOR
CSEC HOLDINGS, LLC

BY:	DATE:	REVISIONS

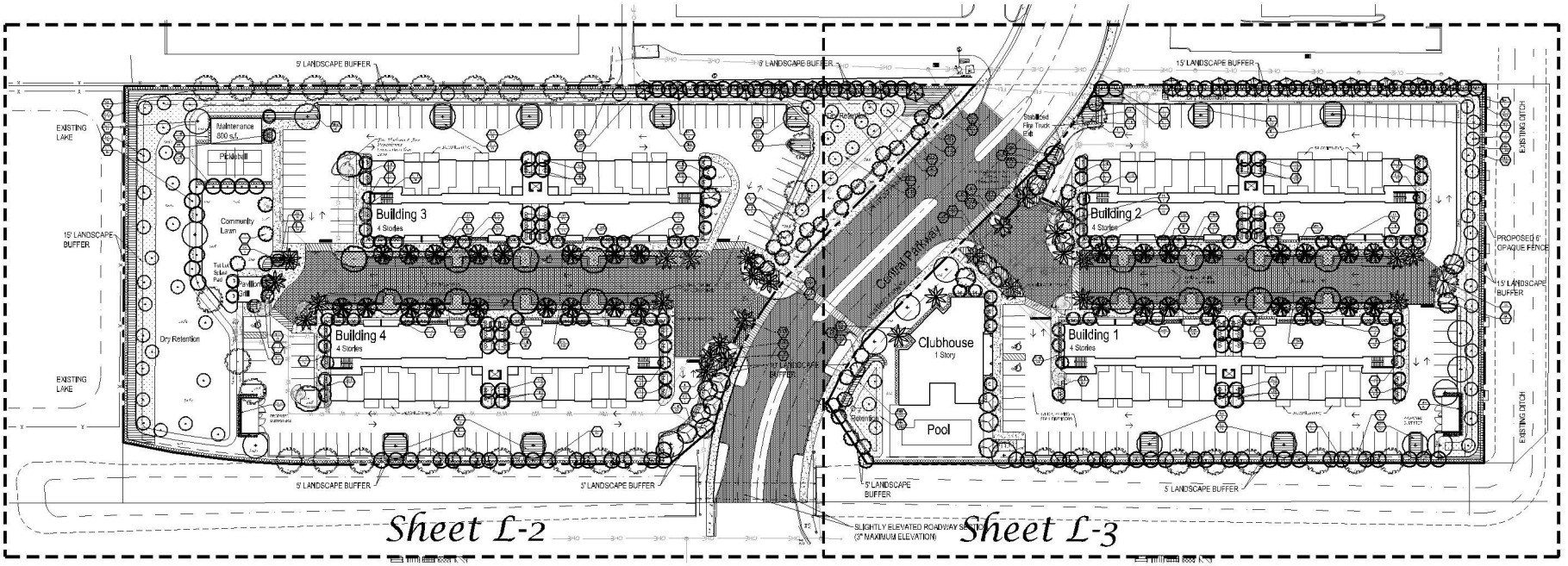
DRAWN BY: GJS
APPROVED BY: R. KEMERSON
SCALE: 1" = 30'
DATE: 03-06-20
FIELD BOOK/PAGES: PLANS

JOB NUMBER: 20-1004

SHEET: 3 OF 3

04122021 CCM

N:\Projects\2020\20-1004 Central Parkway\Survey\20-1004 BNDY.dwg, STOPO, 9/30/2020 2:50:23 PM



Landscape Data

Total Site Area:	290,098.29 s.f.	6.65 Ac.	100%
Landscape Area: (6.04.03.A.1)			
Required: 20% of developed area = 290,098.29 x 20% = 58,019.66			58,019.66
Provided:			90,889.15 (31%)
Trees:			
Multi-Family Trees: (6.04.08)			
Required: 1 Tree/ 1,500 s.f. = 290,098.29 / 1,500 = 193.3			193
Provided:			193
Terminal & Interior Island Trees Required: (6.04.07.C.5 & 6)			
Required:			52
Provided:			52
Shade Trees Required: (6.04.02.A.2)			
Required: 50% of total required trees = 241 x 50% = 121			121
Provided:			177
Total Native Trees Required: (6.04.02.A.1)			
Required: 50% of total required trees = 241 x 50% = 121			121
Provided:			(*3%) 176
Total Trees Required: (Multi-Family + Islands + Buffers + Buildings)			233
Total Trees Provided: 323 (240 Trees + 29 Palms @ 1:1 + 108 Palms @ 2:1= 54 Trees)			323
Landscape Buffers:			
Parking Buffer Adjacent to Right of Way (6.04.08.B) 10' Width			
Required: 1 Tree / 25 L.F. = *82' / 25' = 32			32
Provided:			32
Required: Hedge @ 2' O.C. = *82' / 2 = 391			391
Provided:			400
Required: 25% of strip in Ground Cover = 1,955 s.f. (1,001 Plants)			1,001
Provided:			1,001
Note: Low shrubs are used in some areas to not block safe sight lines.			
Parking Buffer Adjacent to Private Property (6.04.07.B) 5' Width			
Required: 1 Tree / 30 L.F. = 2,485' / 30' = 83			83
Provided:			83
Required: Hedge @ 2' O.C. = 2,485' / 2 = 1,243			1,243
Provided:			1,250
Required: 25% of strip in Ground Cover = 3,106 s.f. (1,590 Plants)			1,590
Provided:			1,600
Building Foundations:			
Planters Adjacent to Buildings (6.04.07.C.2.) 5' & 2' Planter Width (Total Building Lengths = 1,985')			
Required: 1 Tree / 30 L.F. = 1,985' / 30' = 66			66
Provided:			66
Required: Shrubs @ 2' O.C. = 1,985' / 2 = 993			993
Provided:			1,290

Building Lengths:	2,225'	Trees:	Total Trees:	Shrubs:	Total Shrubs:
Buildings 1 - 4	(4 x 420') 1,680'	10	56	330	840
Maintenance	120'	3	4	60	60
Clubhouse	185'	6	6	93	93
		Total:	66		993

Landscape Data Notes:
1. Low shrubs are used in some areas to not block safe sight lines.
2. Some perimeter buffer trees were shifted into the dry retention areas adjacent to their section of buffer to allow for better water quality enhancement.
3. Some perimeter buffer trees and interior trees are a result of, "meet the requirements of FPL Right Tree Right Place Requirements."

Plant List

QTY	SYM	SPECIES	COMMON NAME/DESCRIPTION	SIZE	SPACING	REMARKS	WATER USAGE
CANOPY / ORNAMENTAL TREES							
1	DR	*DELONIX REGIA*	ROYAL POINCIANA	12' x 6', 2.5" CAL.	A.S.	FULL CANOPY	LOW
22	IE*	*ILEX x ATTENUATA 'EAGLESTON'*	EAGLESTON HOLLY	14' x 6', 2.5" CAL.	A.S.	FULL CANOPY, 4' C.T., SPECIMEN	LOW
19	IE-1*	*ILEX x ATTENUATA 'EAGLESTON'*	EAGLESTON HOLLY	12' x 6', 2.5" CAL.	A.S.	FULL CANOPY	LOW
31	LT	*LAGERSTROEMIA INDICA 'TUSKEGEE'*	CREPE MYRTLE 'RED'	12' x 6', 2.5" CAL.	A.S.	FULL CANOPY	LOW
8	MG*	*MAGNOLIA GRANDIFLORA*	D.D. BLANCHARD SOUTHERN MAGNOLIA	12' x 6', 2.5" CAL.	A.S.	FULL CANOPY	LOW
26	QL*	*QUERCUS LAURIFOLIA*	LAUREL OAK	12' x 6', 2.5" CAL.	A.S.	FULL CANOPY	LOW
24	QV*	*QUERCUS VIRGINIANA*	LIVE OAK	12' x 6', 2.5" CAL.	A.S.	FULL CANOPY	LOW
19	QV-1*	*QUERCUS VIRGINIANA 'HIGH RISE'*	HIGH RISE LIVE OAK	18' x 8', 3.5" CAL.	A.S.	FULL CANOPY, 4' C.T., SPECIMEN	LOW
9	TA	*TABEBUIA AUREA*	YELLOW TABEBUIA	12' x 6', 2.5" CAL.	A.S.	FULL CANOPY	LOW
6	TO	*TIBOUCHINA GRANULOS*	TIBOUCHINA STANDARD	5' O.A./3' SPRD.	A.S.	FULL CANOPY	LOW
57	TD*	*TAXODIUM DISTICHUM*	BALD CYPRESS	12' x 6', 2.5" CAL.	A.S.	FULL CANOPY	LOW
PALMS							
6	BN	*BISMARCKIA NOBILIS*	BISMARCK PALM SILVER SELECT	9' C.T.	A.S.	FULL CANOPY, STRAIGHT FAT / THICK TRUNKS, MATCHED SPECIMEN	LOW
85	PT	*PTYCHOSPERMA ELEGANS*	ALEXANDER PALM	12' C.T.	A.S.	DOUBLE STRAIGHT TRUCKS, FULL CANOPY	LOW
23	RE*	*ROYSTONEA ELATA*	ROYAL PALM	12' C.T.	A.S.	FULL CANOPY, STRAIGHT FAT TRUNK, MATCHED	LOW
13	SO	*PTYCHOSPERMA ELEGANS*	SOLITAIRE PALM	12' C.T.	A.S.	SLENDER SINGLE STRAIGHT TRUCK, FULL CANOPY	LOW
88	SP*	*SABLE PALMETTO*	SABAL PALM	12' C.T.	A.S.	SLICK TRUNKS	LOW
LARGE SHRUBS / HEDGES / ACCENTS							
1,029	CHI*	*CHRYSOBALANUS ICACO*	COCOPLUM	83, 2' x 2'	2' O.C.	FULL & THICK	LOW
162	CES*	*CONOCARPUS ERECTUS VAR. SERICEUS*	SILVER BUTTONWOOD	83, 2' x 2'	2' O.C.	FULL & THICK	LOW
125	HAP*	*HAMELIA PATENS*	FIREBUSH	83, 2' x 2'	2' O.C.	FULL & THICK	LOW
1,300	MYR*	*MYRICANTHES FRAGRANS*	SIMPSON STOPPER	83, 2' x 2'	2' O.C.	FULL & THICK	LOW
60	MYR-1*	*MYRICANTHES FRAGRANS*	SIMPSON STOPPER	87, 4' x 2'	2' O.C.	FULL & THICK	LOW
5,550	SPB-1*	*SPARTINA BAKERI*	SAND CORDGRASS	LINER	1' O.C.	FULL & THICK	LOW
40	VIS	*VIBURNUM SUSPENSUM*	SANDANKWA VIBURNUM	83, 2' x 2'	2' O.C.	FULL & THICK	LOW
MED. SHRUBS / GROUNDCOVERS / VINES / SOD							
330	ANN	*ANNUALS*	SEASONAL ANNUALS	4" POTS	9" O.C.	IMPATIENS-WINTER, BEGONIAS-SUMMER	MEDIUM
420	FGI	*FICUS MICROCARPA 'GREEN ISLAND'*	FICUS GREEN ISLAND	83, 12" x 12"	24" O.C.	FULL & THICK	LOW
2,935	NEB*	*NEPHROLEPIS EXALTATA*	BOSTON FERN	81, 12" x 12"	24" O.C.	FULL & THICK	LOW
24,500	SPB-1*	*SPARTINA BAKERI*	SAND CORDGRASS	LINER	12" O.C.	FULL & THICK	LOW
	SOD-1	*PASPALUM NOTATUM*	BAHIA SOD			RETENTION AREAS & PARKING OVERHANGS ON BUFFERS - SEE SPECS	LOW
	SOD	*STENOTAPHRUM SECUNDATUS*	ST. AUGUSTINE SOD			SEE SPECS	HIGH
		* = Florida Native					

Dry Retention Areas

IN AREAS AS SHOWN, INSTALL PER MANUFACTURE'S SPECIFICATIONS "COIR MAT 90" COCONUT MAT 9." GRANITE ENVIRONMENTAL (WWW.GRANITEENVIRONMENTAL.COM 888-705-9810) TO STABILIZE THE SLOPES OF TIE DRY RETENTION AREA TO PREVENT EROSION. BOTTOM OF DRY RETENTION AREA AND ALL SLOPES SHALL BE PLANTED 12"ON SPARTINA BAKERI 12" O/C CENTER, MAT SHALL BE ON THE SIDE SLOPES ONLY AND 3' PAST THE TOP OF BANK (UNDER THE SOD OR GWYNA GRASS) AND 3' PAST THE TOE OF SLOPE AT THE BOTTOM OF THE BASIN. IN AREAS WHERE SOD IS INSTALLED ADJACENT TO DRY RETENTION AREAS, ONLY BAHIA SOD SHALL BE USED. IN AREAS WHERE THERE IS NOT SHOWN IN PLAN VIEW, INSTALL BAHIA SOD IN THE RETENTION AREAS.

Xeriscape Points

Option	Points
Utilization of moisture sensing controller other than rain switch	5
Plan submitted with low, moderate and high water usage zones indicated on the Landscape Plan	5
25% - 50% of the required shrubs are made up of drought tolerant species from the list	5
51% or more of the required trees are made up of drought tolerant species from the list	10
Sod area less than 50% of Landscape area	10
Utilization of mulch other than Cypress mulch	5
Utilization of compacted mulched planting beds at least three inches deep in all planted areas except Ground Cover	10
Points Required:	50
Points Provided:	50

Landscape Plan

North
Scale: 1" = 40'
0 20 40' 80'

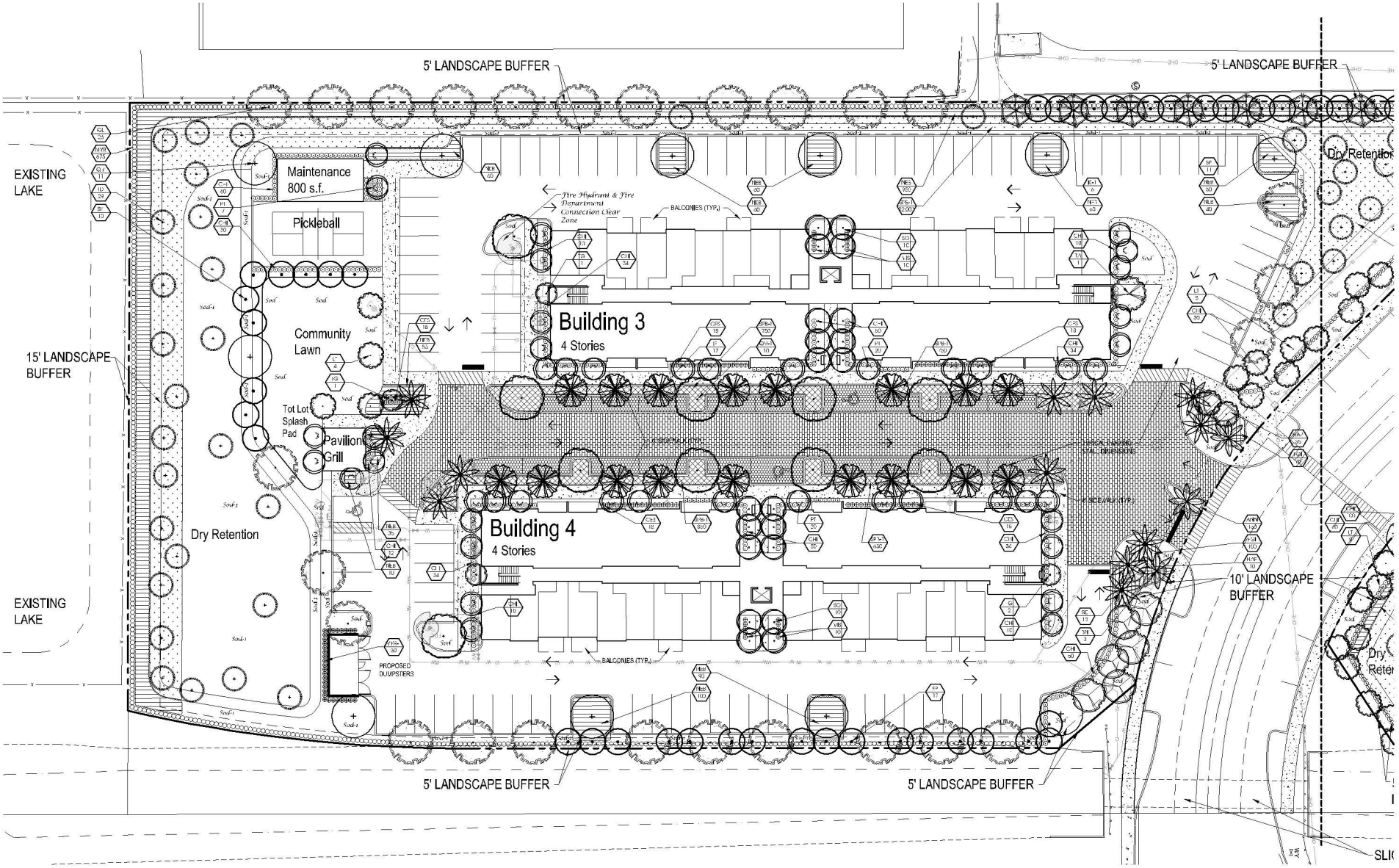
Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
999 East Ocean Boulevard, Suite 1304
Stuart, Florida 34994
(772) 344-2490
Lic. #0000798

Central Parkway
City of Stuart, Florida

Job No.	20-0107
Drawn By	JWS
Submittal Dates	7-6-2020
	11-10-2020
	1-14-2021
	3-24-2021
Revision Dates	
	11-10-2020
City Comments	1-14-2021
City Comments	2-1-2021
City Comments	3-24-2021

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

Sheet L-1 of 4



Landscape Plan

North
Scale: 1" = 20'
0 10' 20' 40'

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 1304
Stuart, Florida 34994
(772) 344-2360
LC 26000198

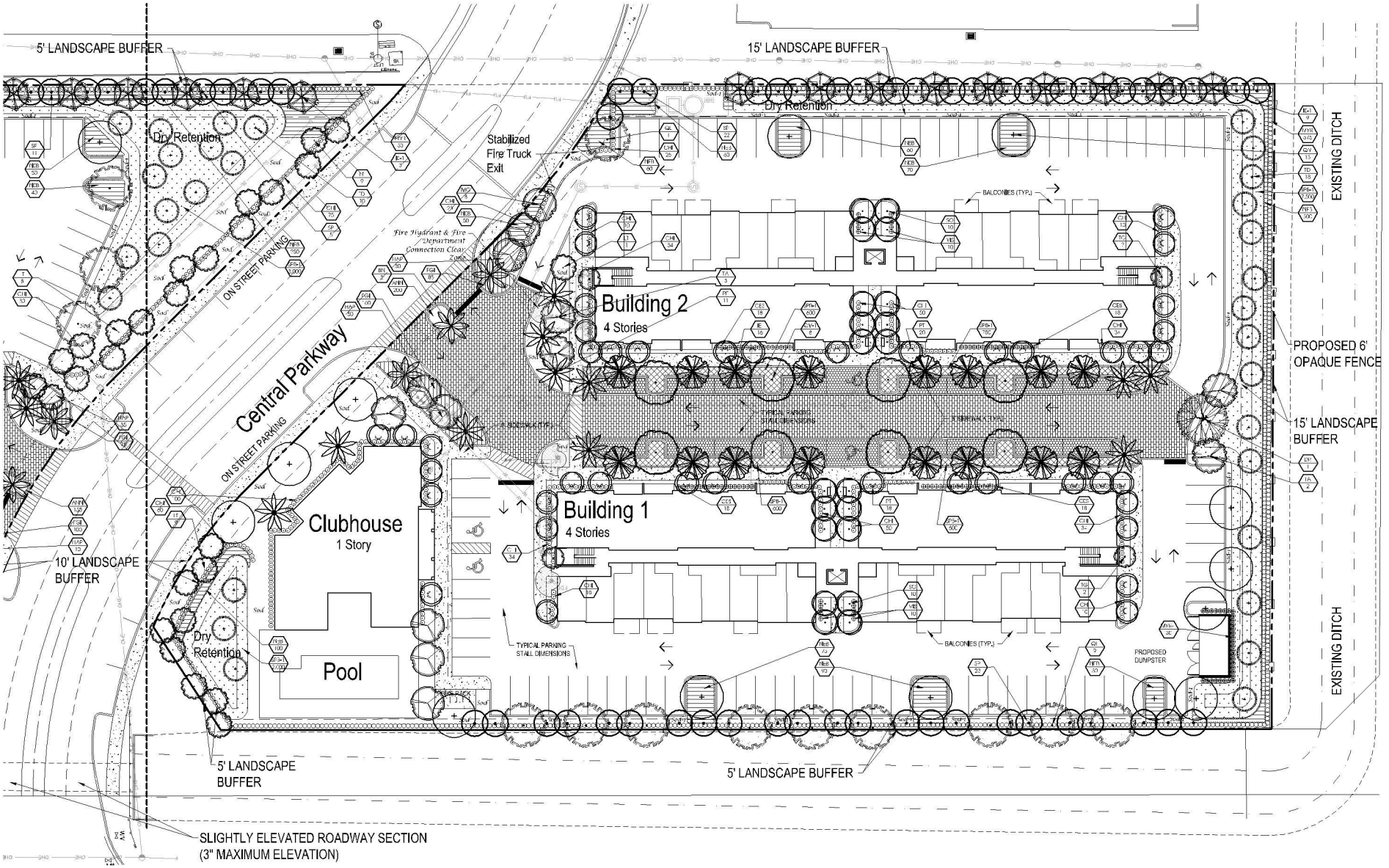
Central Parkway

City of Stuart, Florida

Job No.	20-0107
Drawn By	JWS
Submittal Dates	7-6-2020
	11-10-2020
	1-14-2021
	3-24-2021
Revision Dates	
	11-10-2020
City Comments	1-14-2021
City Comments	2-1-2021
City Comments	3-24-2021

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

Sheet L-2 of 4



North
Scale: 1" = 20'
0 10' 20 40

Landscape Plan

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 311-2340
(c) 26990198

Page 220 of 280

Central Parkway
City of Stuart, Florida

Job No.	20-0107
Drawn By	JWS
Submittal Dates	7-6-2020
11-10-2020	1-14-2021
	3-24-2021
Revision Dates	
	11-10-2020
City Comments	1-14-2021
City Comments	2-1-2021
City Comments	3-24-2021

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

04/12/21 CCM

Sheet L-3 of 4

Landscape Specifications

1. All tree and plant material to be Florida No. 1 or better, as classified in "Grades and Standards for Nursery Plants", Part 1 and Part II, State of Florida, Dept. of Agriculture, Tallahassee. All plants not listed in "Grades and Standards for Nursery Plants" shall conform to the Florida No. 1 as to (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species.
2. Understating or substitution of one species or cultivar for another species is a breach of contract and will be "Rejected" at the time of final landscape inspection unless approved by Landscape Architect.
3. Protect Warranty: All plant material is will be warranted for a period of one (1) year after date of substantial completion against defects, including death and unsatisfactory growth, except for defects resulting from abuse or damage by others or unusual phenomena or conditions which are beyond the contractor's control.
4. Any and all conditions which the contractor feels will be detrimental to the success of the planting shall be brought to the owner or representative's attention.
5. The contractor shall verify the location of underground utilities prior to commencing work on any project area.
6. Mulch planting areas with 3" layer of Melaleuca. Co.eatpius, or Cratlomulch. Cypress Mulch is NOT ACCEPTABLE. Planting beds to receive mulch throughout entire bed area.
7. All planes to be set to ultimate grade, fill lifts will be permitted around trunks or stems, mulch to be kept a minimum of 2" away from trunks and stems.
8. Planting pows and shrubs in sa.ate hole per planting detail. When plant is set, place additional backfill consisting of a 50% mixture of peat humus and natural soil around the base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Water again after placing final layer of backfill and before installing mulch.
9. Guy and stake trees in 3 directions with galvanized wire, through flexible hose chafing guards, with wooden stake anchors. Immediately after planting. (See Detail)
10. Trees and shrubs shall be fertilized with a complete natural organic fertilizer with a ratio of approximately 2002 or 2003 rag, one included 12-4-8, Slither weights such as 16-4-8 (432) can also be used, fertilizers that are slow release, controlled release, sulphur coated or with filling on as IBDU or ureaformaldehyde have extended release period. Thirty to fifty percent of the filling on should be water insoluble or slow release.

Palms should receive a complete granular fertilizer formulated for palms ("Palm Special") at a rate of 5 to 6 lbs. per palm.

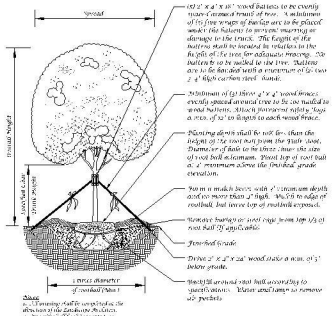
Agrifarm 20-4-5 (controlled time release planting tablets) may be substituted for granular fertilizer, if utilized, the following rates shall be utilized: Position plant in hole. Backfill halfway up the rootball. Place tablet(s) beside rootball about 1" from root tips. Do not place tablet(s) in bottom of hole.

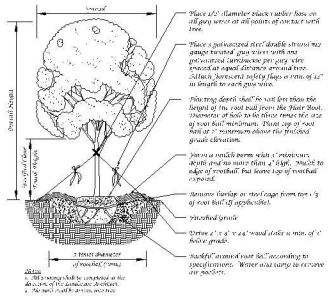
1 Gallon 1 Tablet
3 Gallon 2 Tablets
25 Gallon & B&B Trees 2 per " " caliper

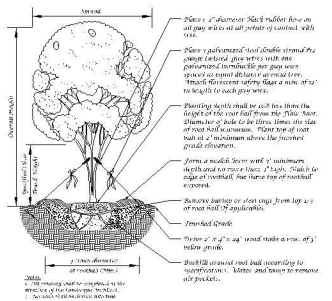
11. All planting areas are not to be irrigated to provide 100% coverage. Shop drawings to be submitted by the irrigation contractor for approval prior to installation.
12. Maintain trees, shrubs and other plants by watering, cultivating, and weeding as required for healthy growth. Restore planting saucers and mulch. Tighten and repair stakes and guying and reset trees and shrubs to proper grade or vertical position as required. Spray as necessary to keep trees and shrubs free of insects and diseases. The contractor shall begin maintenance immediately after planting and shall continue maintenance through final acceptance when Certificate of Occupancy is issued in the General Contractor by City and shall be released by the General Contractor in Client.
13. Prune trees and shrubs only to remove damaged branches as directed by the Landscape Architect.
14. Planting Lawns: Provide clean, strongly rooted, uniformly shred strips of Stenotaphrum secundatum Floritam (unless otherwise noted), machine stripped not more than 24 hours prior to laying. Grade and roll prepared lawn surface. Water thoroughly but not to create muddy soil conditions. Lay sod strips with tight joints, roll or tamp lightly, and water thoroughly.
15. Maintain positive drainage, no plantings to block drainage.
16. Drainage Testing
    Prior to planting of trees, palms, and specimen material, each planting pit shall be tested in the following manner to verify adequate drainage.
    A) Dig each dry filling pit, in the minimum specified size.
    B) Fill the planting pit with (12") inches/inches of water. If the water level in the planting pit drops (4") four or more inches within (4) four hours, the drainage is sufficient and a drainage channel is not required. If the water level drops less than (4") four inches within the (4) four hour period, then a drainage channel is required.
    C) When a drainage channel is required, the drainage channel must exist and drain through the non porous soil and into porous soil. (See Drainage Testing Detail)
    D) Discard all material removed from the drainage channel.
    E) When backfilling the planting pit, add coarse gravel to the drainage channel. Also, care must be taken to keep the consistency of the soil mix the same throughout the planting pit.

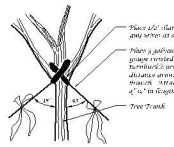
NOTES:
1. Contractor to induce drainage testing for all trees and palms in bits. If drainage is inadequate, the soil specification in Item 38 above shall be revised for site conditions. Contractor shall notify the Owner and Landscape Architect of poor drainage conditions in writing and written direction will be provided to the contractor of appropriate soil mixture specification to be used.
2. All fertilizers shall meet the City of Stuart & Martin County's fertilizer ordinance.

Landscape Details

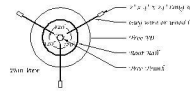

Spread
Overall Height
Root Ball Depth
Trunk Diameter
3 times diameter of rootball (Min.)
(3) 2" w x 4" h x 8' - 10' wood battens to be evenly spaced around trunk of tree. A minimum of (3) tree wraps of burlap are to be placed under the battens to prevent marring or damage to the trunk. The height of the battens shall be located in relation to the fork of the tree for adequate bracing. The battens to be banded with a minimum of (2) two 12 gauge galvanized steel bands.
Attachment of (3) three 2" x 2" wood braces, evenly spaced around tree to be secured to wood battens. Attach fluorescent safety flags a min. of 12" in length to each wood brace.
Planting depth shall be set 1in - 2in above the height of the root ball from the Flair Root. Diameter of hole to be three times the size of root ball minimum. Place top of root ball at 2" minimum above the finished grade elevation.
Form a mulch berm with 3" minimum depth and no more than 4" high. Mulch to edge of rootball. Do not leave top of rootball exposed.
Remove burlap or mesh cage from top 1/3 of root ball (if applicable).
Finished Grade
Drive 2" x 2" x 24" wood stake a min. of 3' below grade.
Backfill around root ball according to specifications. Water and tamp to remove air pockets.
Large Tree Planting Detail (5" Caliper or Greater)
Not to Scale


Spread
Overall Height
Root Ball Depth
Trunk Diameter
3 times diameter of rootball (Min.)
Place 1/2" diameter black rubber hose on all guy wires at all points of contact with tree.
Place 2 galvanized steel double strand 12 gauge twisted guy wires with one galvanized turnbuckle per guy wire spaced at equal distance around tree. Attach fluorescent safety flags a min. of 12" in length to each guy wire.
Planting depth shall be set 1in - 2in above the height of the root ball from the Flair Root. Diameter of hole to be three times the size of root ball minimum. Place top of root ball at 2" minimum above the finished grade elevation.
Form a mulch berm with 3" minimum depth and no more than 4" high. Mulch to edge of rootball. Do not leave top of rootball exposed.
Remove burlap or mesh cage from top 1/3 of root ball (if applicable).
Finished Grade
Drive 2" x 2" x 24" wood stake a min. of 3' below grade.
Backfill around root ball according to specifications. Water and tamp to remove air pockets.
Tree Planting Detail
Not to Scale

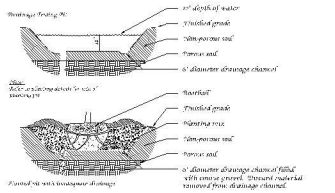

Spread
Overall Height
Root Ball Depth
Trunk Diameter
3 times diameter of rootball (Min.)
Place a 2" diameter black rubber hose on all guy wires at all points of contact with tree.
Place 2 galvanized steel double strand 12 gauge twisted guy wires with one galvanized turnbuckle per guy wire spaced at equal distance around tree. Attach fluorescent safety flags a min. of 12" in length to each guy wire.
Planting depth shall be set 1in - 2in above the height of the root ball from the Flair Root. Diameter of hole to be three times the size of root ball minimum. Place top of root ball at 2" minimum above the finished grade elevation.
Form a mulch berm with 3" minimum depth and no more than 4" high. Mulch to edge of rootball. Do not leave top of rootball exposed.
Remove burlap or mesh cage from top 1/3 of root ball (if applicable).
Finished Grade
Drive 2" x 2" x 24" wood stake a min. of 3' below grade.
Backfill around root ball according to specifications. Water and tamp to remove air pockets.
Multi-Trunk Tree Planting Detail
Not to Scale



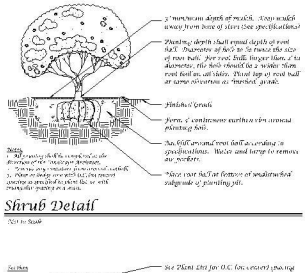
Guy Wire Attachment Detail
Not to Scale



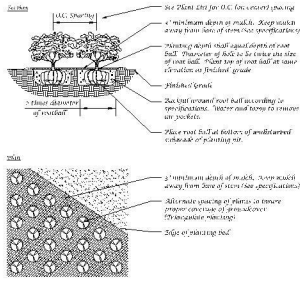
Staking Detail
Not to Scale



Drainage Testing Detail
Not to Scale

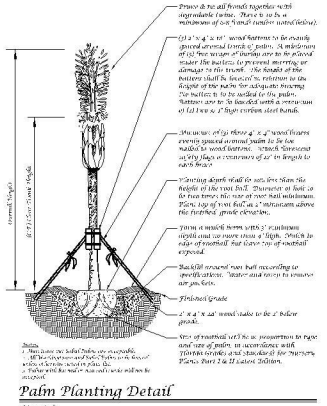


Shrub Detail
Not to Scale

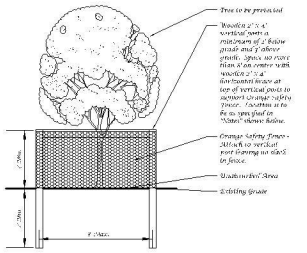


Ground Cover Detail
Not to Scale

Ground Cover Detail
Not to Scale



Palm Planting Detail
Not to Scale



Existing Tree Protection Barricade Detail
Not to Scale

Landscape Plan

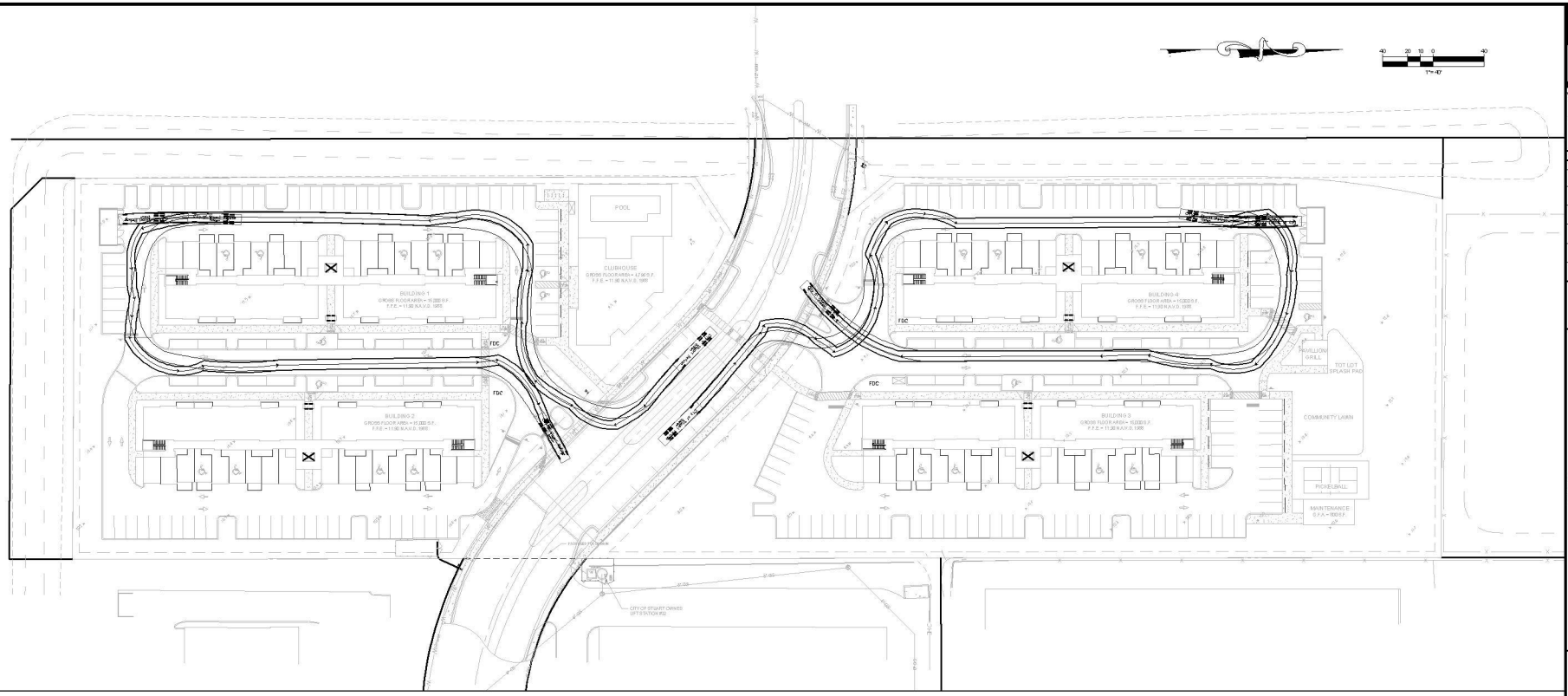
Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
1000 Palm Corner Boulevard, Suite 1203
Stuart, Florida 34994
(772) 344-1240
LC 26000198

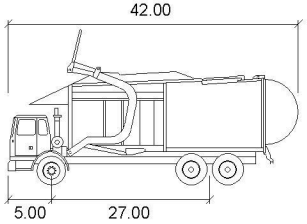
Central Parkway
City of Stuart, Florida

Job No.	20-0107
Drawn By	JWS
Submittal Dates	7-6-2020
11-10-2020	1-14-2021
	3-24-2021
Revision Dates	
	11-10-2020
City Comments	1-14-2021
City Comments	2-1-2021
City Comments	3-24-2021

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

Sheet L-4 of 4





City Of Suart Refuse

	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 45.0

VELCON
ENGINEERING & SURVEYING, LLC
SIDNEY PEACOCK BLVD, SUITE #6
PORT ST. LUCIE, FL 34986
PHONE: (772) 879-0077
FIRE C.O.A. # 32222

REVISIONS:

BY:	DATE:	COMMENT:

PROJECT:
CENTRAL PARKWAY

CLIENT:
CSEC HOLDINGS, LLC

DARREN GUETTLER, P.E.
LICENSE NO. 74637
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DARREN GUETTLER, PE
FLORIDA LICENSE No. 74637
3/25/21

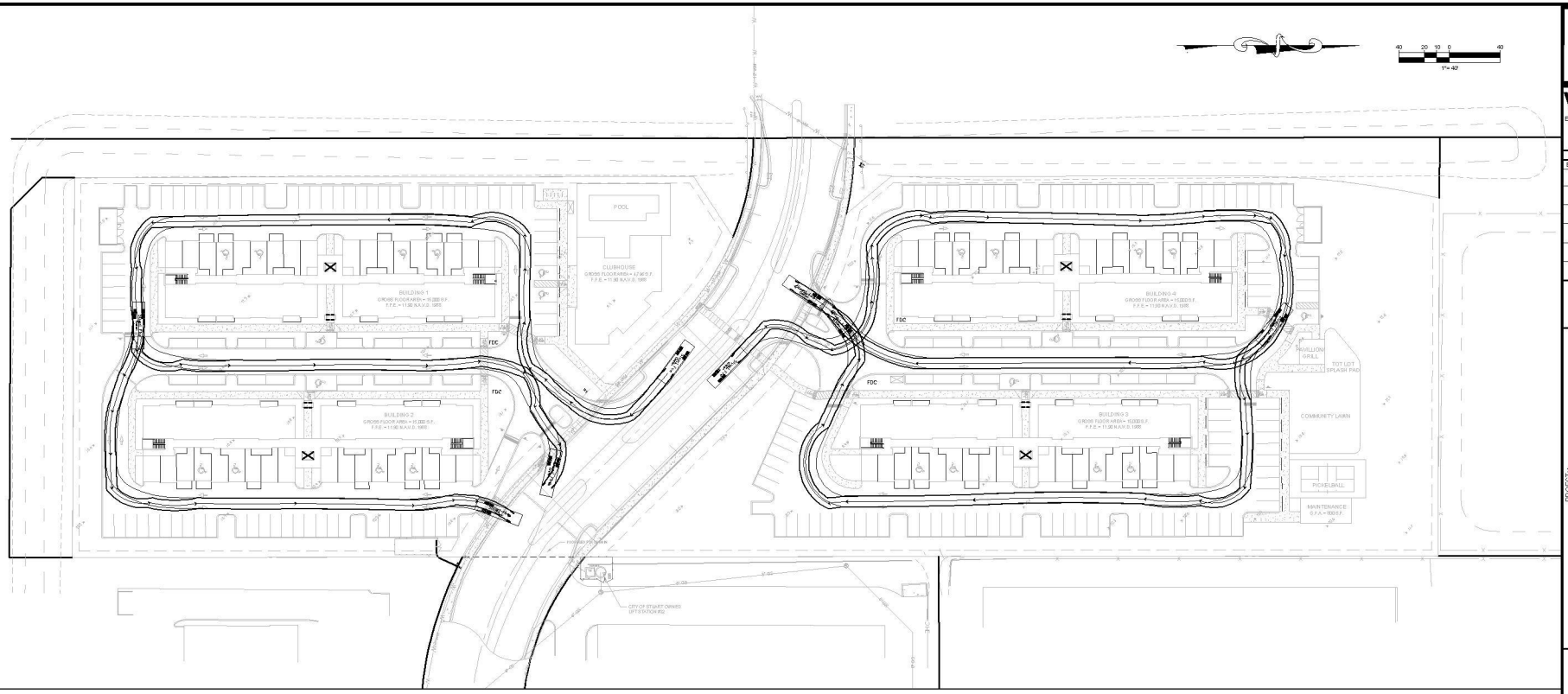
PROJECT No.: 20-1004
DRAWN BY: SDG
CHECKED BY: RR
DATE: 03/23/2020
CAD I.D.: AUTOTURN TRUCK 03-24-21

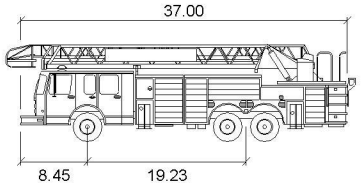
SHEET TITLE:
GARBAGE TRUCK EXHIBIT

SHEET NUMBER:
EX-1

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
www.callsunshine.com

04122021 CCM





Stuart Fire

	feet
Width	: 9.60
Track	: 8.40
Lock to Lock Time	: 6.0
Steering Angle	: 39.3

VELCON
ENGINEERING & SURVEYING, LLC
SIDNEY PEACOCK BLVD, SUITE #6
PORT ST. LUCIE, FL 34986
PHONE: (772) 879-0077
FIRE C.O.A. # 32222

REVISIONS:

BY:	DATE:	COMMENT:

PROJECT:
CENTRAL PARKWAY

CLIENT:
CSEC HOLDINGS, LLC

DARREN GUETTLER, P.E.
LICENSE NO. 74637
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DARREN GUETTLER, PE
FLORIDA LICENSE No. 74637
3/25/21

PROJECT No.: 20-1004
DRAWN BY: SDG
CHECKED BY: RR
DATE: 03/23/2020
CAD I.D.: AUTOTURN TRUCK 03-24-21

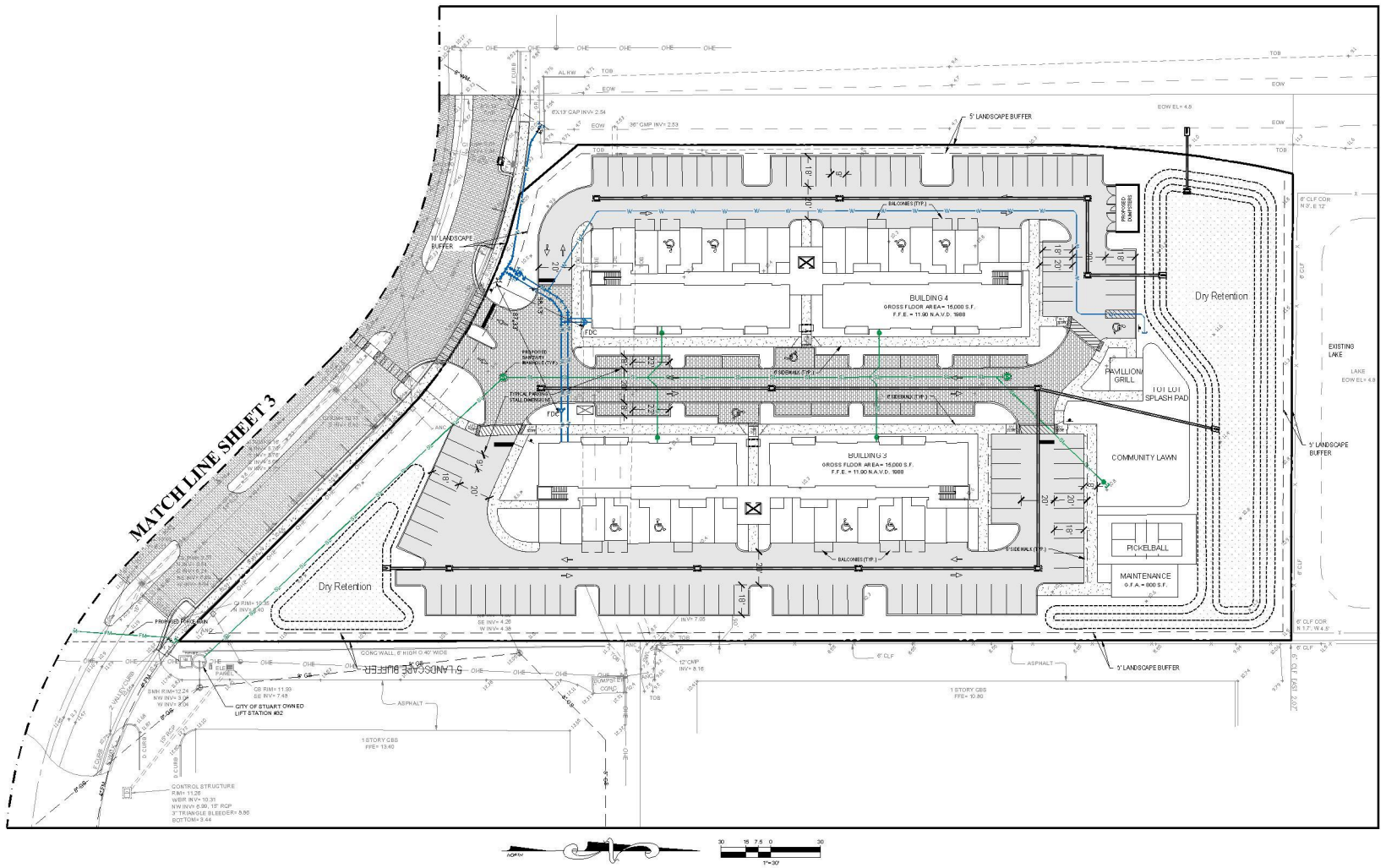
SHEET TITLE:
FIRE TRUCK EXHIBIT

SHEET NUMBER:
EX-2

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
www.callsunshine.com

04122021 CCM

NOTES:
1. ALL WATER INFRASTRUCTURE BEYOND THE MASTER METER ASSEMBLY WILL REMAIN PRIVATELY OWNED & MAINTAINED.
2. THE PROPOSED GRAVITY SEWER INFRASTRUCTURE WILL BE PRIVATELY OWNED & MAINTAINED.



NOTE:
ALL ELEVATIONS SHOWN OR REFERENCED WITHIN THESE PLANS ARE BASED UPON NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.). TO CONVERT FROM N.A.V.D. '88 TO N.G.V.D. '29, ADD 1.48 TO THE N.A.V.D. ELEVATIONS TO GET N.G.V.D. ELEVATIONS.

811 KNOW WHAT'S BELOW. CALL BEFORE YOU DIG. It's free. It's the law. www.callsunshine.com

CITY OF PSL PROJECT NO. PXX-XXX
PSLSUD FILE NO. XXXXX

VELCON
ENGINEERING & SURVEYING, LLC.
6644 NW PEACOCK BLVD, SUITE #5
PORT ST. LUCIE, FL 34986
PHONE: (772) 781-0477
FBPE C.O.A. # 30222

REVISION'S:

BY:	DATE:	COMMENT:

PROJECT: CENTRAL PARKWAY

CLIENT: FLORIDA

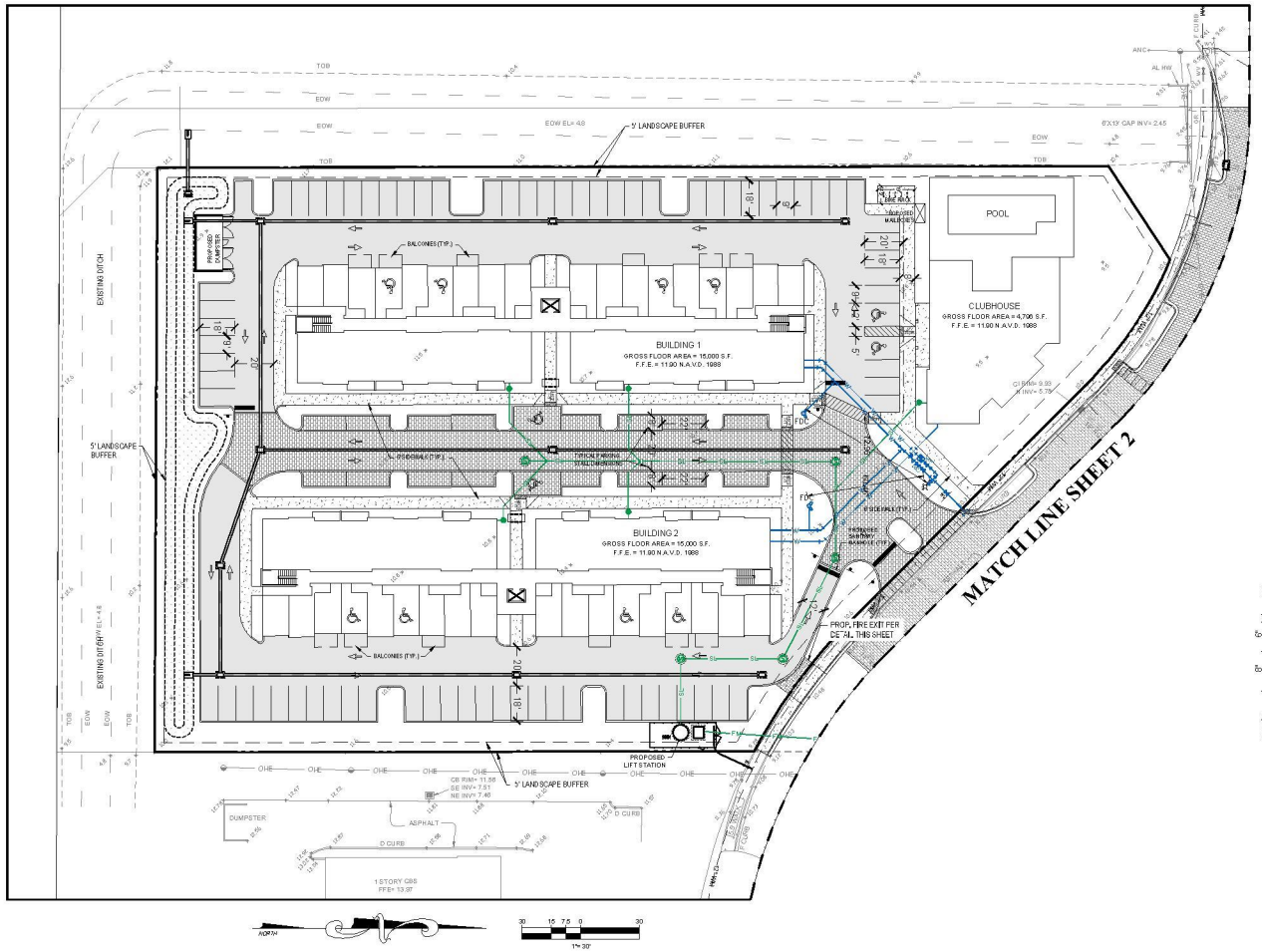
PROJECT No.: 20-1004
DRAWN BY: TG
CHECKED BY: RR
DATE: 03/23/2020
CAD I.D.: CONCEPTUAL PLAN

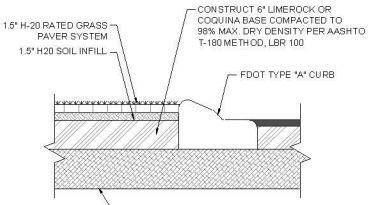
SHEET TITLE:
CONCEPTUAL ENGINEERING PLAN

SHEET NUMBER:
02

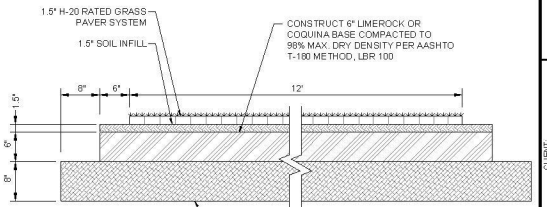
D:\Final Jn Thursday, March 25, 2021, 8:41 AM by GARY
C:\USERS\GARY\APPDATA\LOCAL\TEMP\ACPUBLISH_1124\02 CONCEPTUAL ENGINEERING PLAN.DWG---GARY 02 PARK, DRAINAGE & DRAINAGE PLAN

NOTES:
1. ALL WATER INFRASTRUCTURE BEYOND THE MASTER METER ASSEMBLY WILL REMAIN PRIVATELY OWNED & MAINTAINED.
2. THE PROPOSED GRAVITY SEWER INFRASTRUCTURE WILL BE PRIVATELY OWNED & MAINTAINED.





SECTION A



NOTE:
PAVEMENT SHALL HAVE MARSHALL STABILITY OF 1,000 LBS.

SECTION B

FIRE EXIT TURF PAVER DETAIL
N.T.S.

NOTE:
ALL ELEVATIONS SHOWN OR REFERENCED WITHIN THESE PLANS ARE BASED UPON NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.). TO CONVERT FROM N.A.V.D. '88 TO N.G.V.D. '29, ADD 1.48 TO THE N.A.V.D. ELEVATIONS TO GET N.G.V.D. ELEVATIONS.

811 KNOW WHAT'S BELOW. CALL BEFORE YOU DIG. TEST POTS YOU DIG. It's fast. It's easy. It's the law. www.callsunshine.com

CITY OF PSL PROJECT NO. PXX-XXX
PSLSUD FILE NO. XXXXX

VELCON
ENGINEERING & SURVEYING, LLC.
9380 MIDDLE RIVER BLVD, SUITE #5
FORT ST. LUCIE, FL 34986
PHONE: (772) 794-0477
FBPE C.O.A. # 30222

REVISION'S:

BY:	DATE:	COMMENT:

PROJECT: CENTRAL PARKWAY

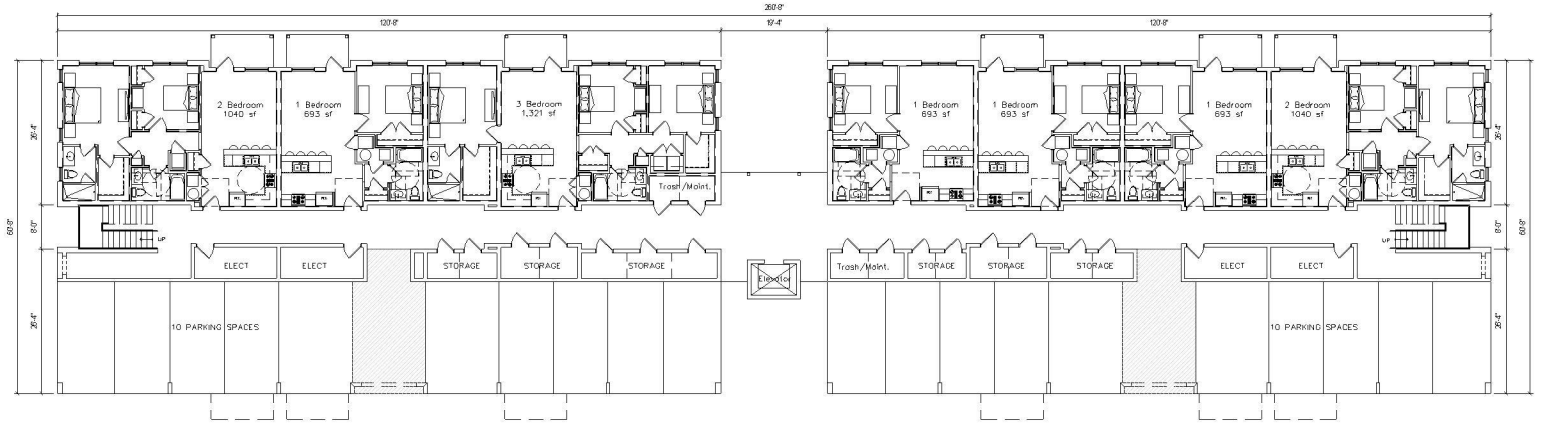
CLIENT: FLORIDA

PROJECT No.: 20-1004
DRAWN BY: TG
CHECKED BY: RR
DATE: 03/23/2020
CAD I.D.: CONCEPTUAL PLAN

SHEET TITLE:
CONCEPTUAL ENGINEERING PLAN

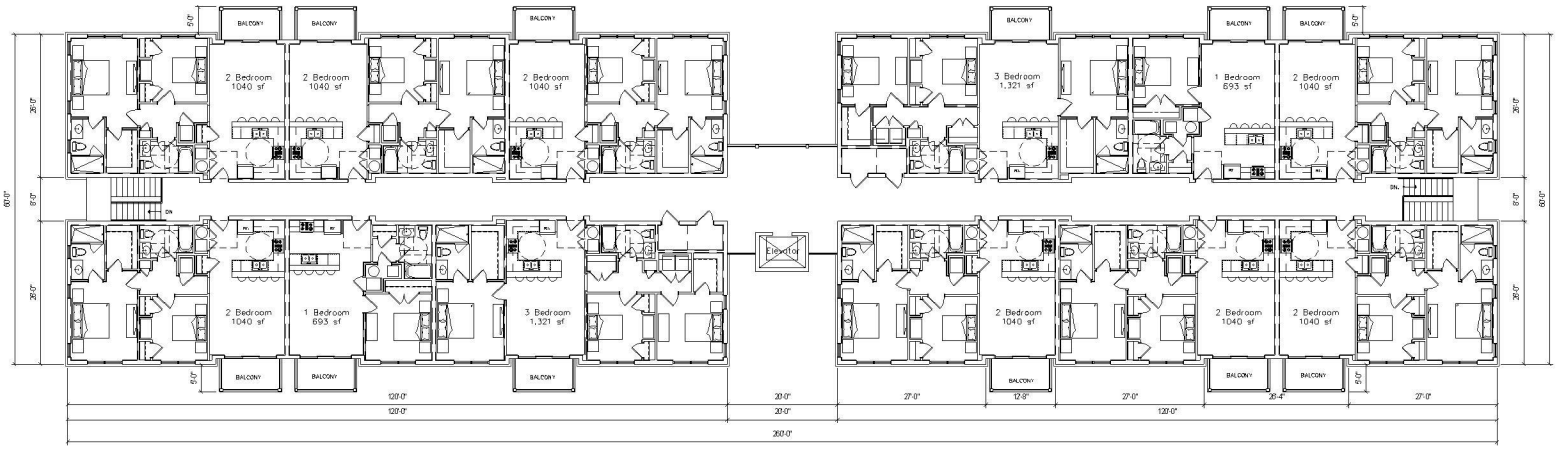
SHEET NUMBER:
03

D:\Proof on Thursday, March 25, 2021, 8:49 AM by CHRISTI
G:\VELCON\PROJECTS\2020\20-1004\CAD\SITE\CONCEPTUAL PLAN.dwg---(LAYOUT: 03 PARK, GRADE & DRAINAGE PLAN



01 1ST FLOOR PLAN
BUILDINGS 1 & 3
SCALE: 3/32" = 1'-0"

N



02 2ND & 3RD FLOOR PLAN
BUILDINGS 1 & 3
SCALE: 3/32" = 1'-0"

N

BUILDINGS 1 & 3 UNIT BREAKDOWN	
1 BEDROOM	= 14
2 BEDROOM	= 22
3 BEDROOM	= 7
TOTAL	= 43

PRELIMINARY - NOT FOR CONSTRUCTION

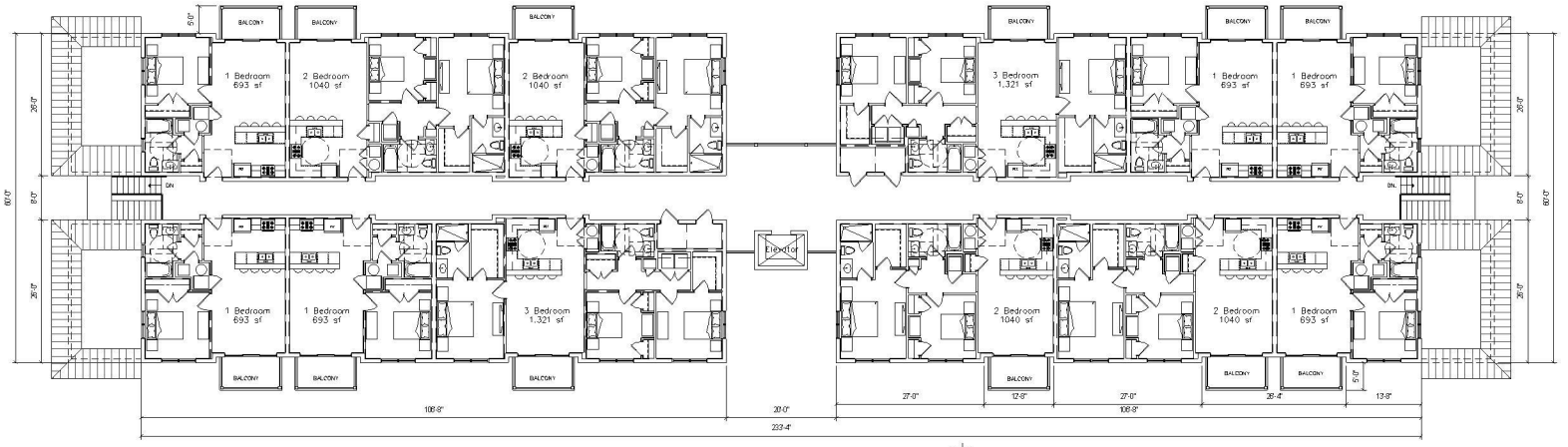
Claren Architecture + Design, Inc.
AA26002865
6400 CONGRESS AVE, SUITE 2150
BOCA RATON, FL 33487
561.961.4884
www.clarenarchitecture.com

New Apartment Complex
Central Parkway Apartments
Stuart, Florida

STATE OF FLORIDA
STEPHAN D. CLAREN
AR86258
REGISTERED ARCHITECT

PROJECT #	20-035
DATE	9-10-2020
REV #	DATE
SHEET #	A-1.1

COPYRIGHT 2020

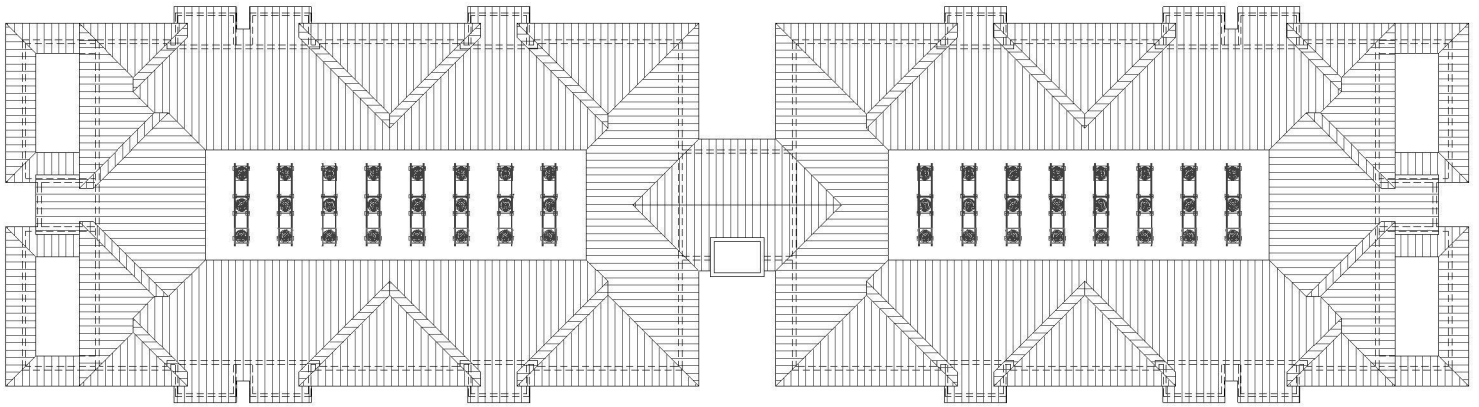


01 4TH FLOOR PLAN

BUILDINGS 1 & 3

SCALE: 3/32" = 1'-0"

N



02 ROOF PLAN

BUILDINGS 1 & 3

SCALE: 3/32" = 1'-0"

N

BUILDINGS 1 & 3 UNIT BREAKDOWN	
1 BEDROOM	= 14
2 BEDROOM	= 22
3 BEDROOM	= 7
TOTAL	= 43

PRELIMINARY - NOT FOR CONSTRUCTION

Claren Architecture + Design, Inc.
AA26002865
6400 CONGRESS AVE, SUITE 2150
BOCA RATON, FL 33487
561.961.4884
www.clarenarchitecture.com

New Apartment Complex

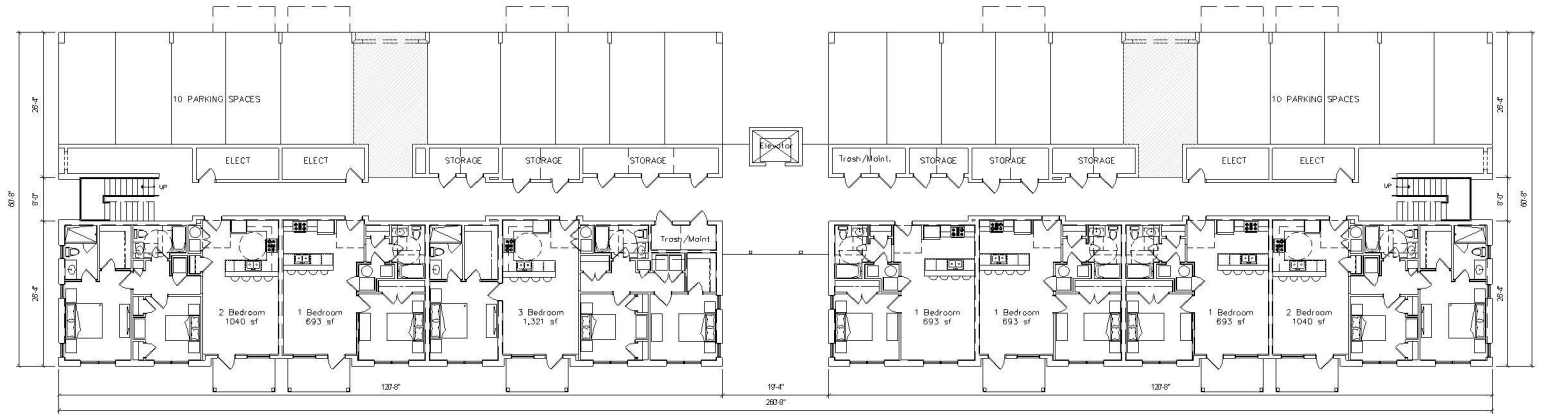
Central Parkway Apartments

Stuart, Florida

STATE OF FLORIDA
STEPHAN D. CLAREN
AR85258
REGISTERED ARCHITECT

PROJECT #	20-035
DATE	9-10-2020
REV #	DATE
SHEET #	A-1.2

COPYRIGHT 2020

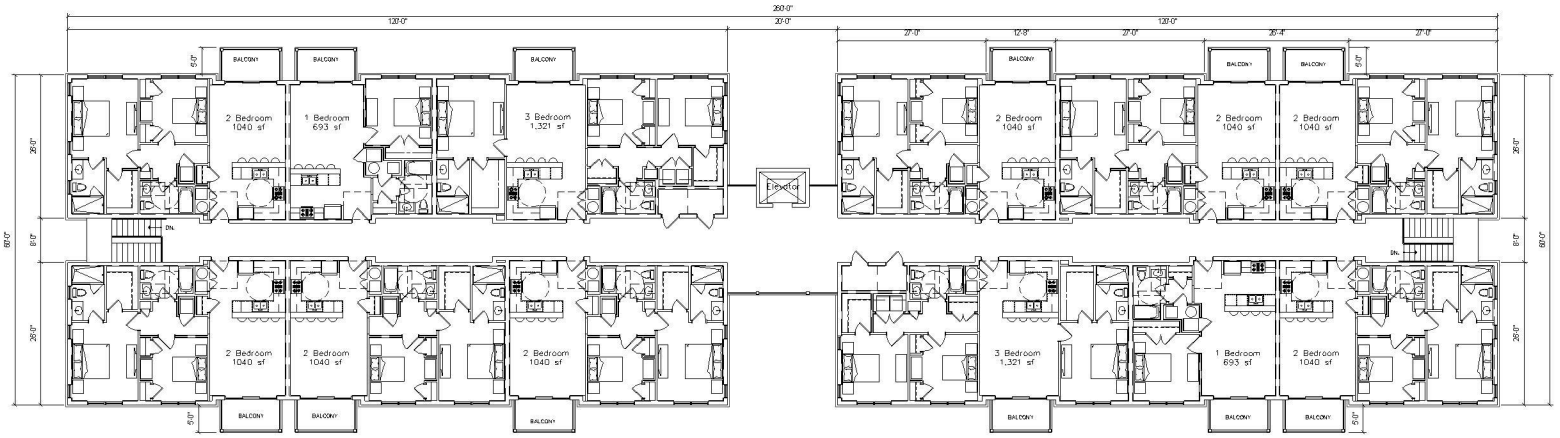


01 1ST FLOOR PLAN

BUILDINGS 2 & 4

SCALE: 3/32" = 1'-0"

N



02 2ND & 3RD FLOOR PLAN

BUILDINGS 2 & 4

SCALE: 3/32" = 1'-0"

N

BUILDINGS 2 & 4 UNIT BREAKDOWN	
1 BEDROOM	= 14
2 BEDROOM	= 22
3 BEDROOM	= 7
TOTAL	= 43

PRELIMINARY - NOT FOR CONSTRUCTION

Claren Architecture + Design, Inc.
AA26002865
6400 CONGRESS AVE, SUITE 2150
BOCA RATON, FL 33487
561.961.4884
www.clarenarchitecture.com

New Apartment Complex

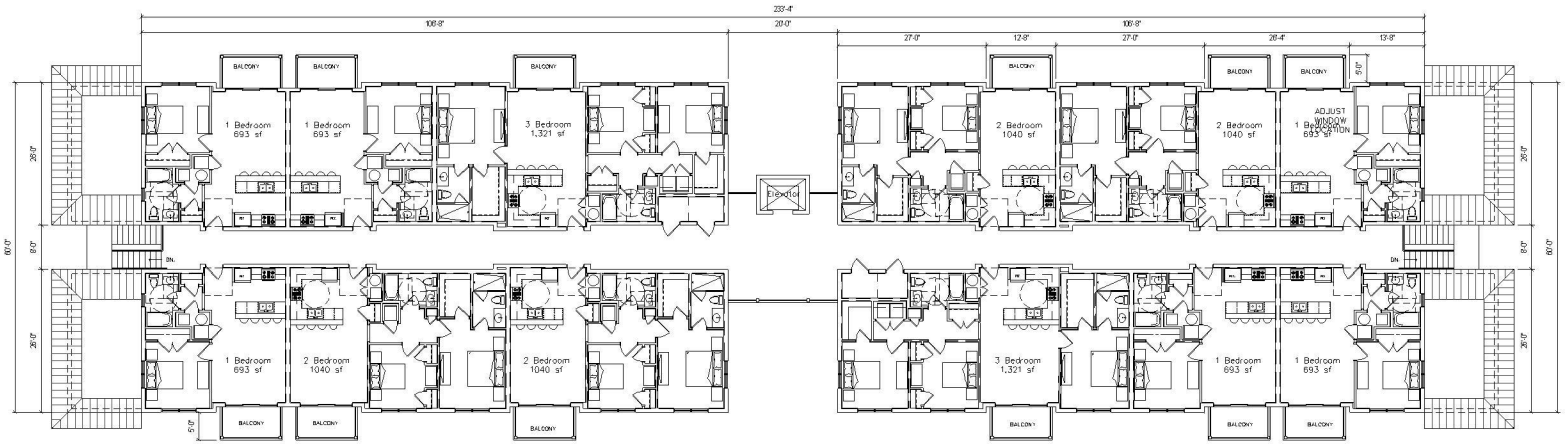
Central Parkway Apartments

Stuart, Florida

STATE OF FLORIDA
STEPHAN D. CLAREN
AR85258
REGISTERED ARCHITECT

PROJECT #	20-035
DATE	9-10-2020
REV #	DATE
SHEET #	A-1.3

COPYRIGHT 2020

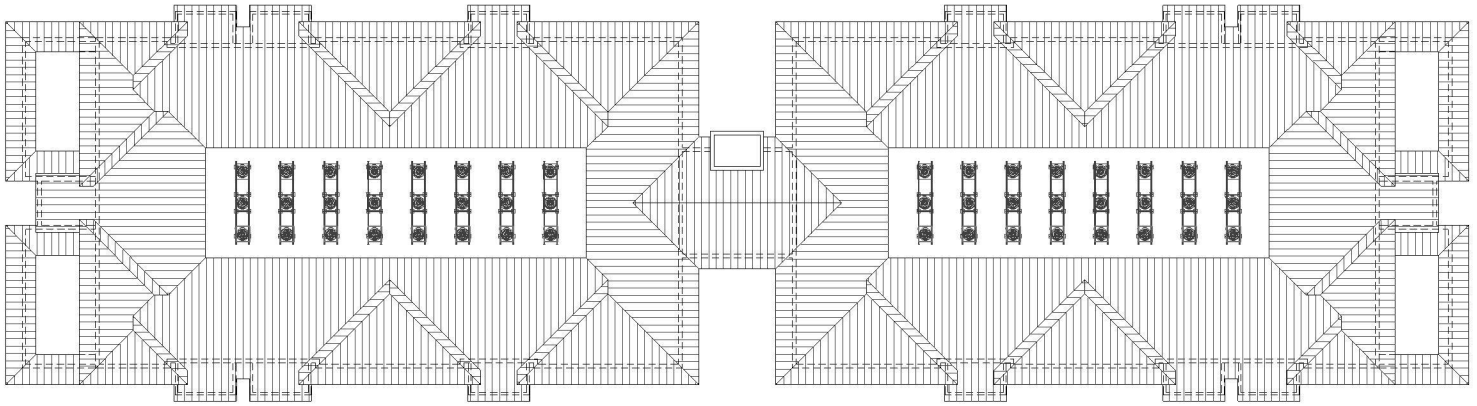


01 4TH FLOOR PLAN

BUILDINGS 2 & 4

SCALE: 3/32" = 1'-0"

N



02 ROOF PLAN

BUILDINGS 2 & 4

SCALE: 3/32" = 1'-0"

N

BUILDINGS 2 & 4 UNIT BREAKDOWN	
1 BEDROOM	= 14
2 BEDROOM	= 22
3 BEDROOM	= 7
TOTAL	= 43

PRELIMINARY - NOT FOR CONSTRUCTION

Claren Architecture + Design, Inc.
AA26002865
6400 CONGRESS AVE, SUITE 2150
BOCA RATON, FL 33487
561.961.4884
www.clarenarchitecture.com

New Apartment Complex

Central Parkway Apartments

Stuart, Florida

STATE OF FLORIDA
STEPHAN D. CLAREN
AR86258
REGISTERED ARCHITECT

PROJECT #	20-035
DATE	9-10-2020
REV #	DATE
SHEET #	A-1.4

COPYRIGHT 2020



01 1ST FLOOR PLAN

BUILDING 5

SCALE: 1/8" = 1'-0"



02 2ND & 3RD FLOOR PLAN

BUILDING 5

SCALE: 1/8" = 1'-0"

BUILDING 5 UNIT BREAKDOWN	
1 BEDROOM	= 6
2 BEDROOM	= 14
3 BEDROOM	= 4
TOTAL	= 24

PRELIMINARY - NOT FOR CONSTRUCTION

Claren Architecture + Design, Inc.
AA26002865
6400 CONGRESS AVE, SUITE 2150
BOCA RATON, FL 33487
561.961.4884
www.clarenarchitecture.com

New Apartment Complex

Central Parkway Apartments

Stuart, Florida

STATE OF FLORIDA
STEPHAN D. CLAREN
AR86258
REGISTERED ARCHITECT

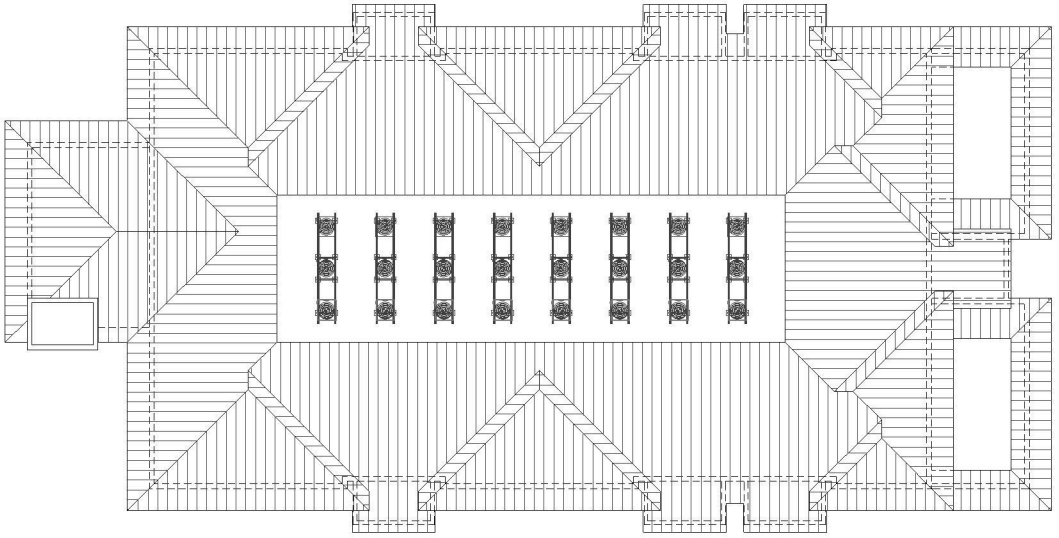
PROJECT #	20-035
DATE	9-10-2020
REV #	DATE
SHEET #	A-1.5

COPYRIGHT 2020



01 4TH FLOOR PLAN

BUILDING 5 SCALE: 1/8" = 1'-0"



02 ROOF PLAN

BUILDING 5 SCALE: 1/8" = 1'-0"

BUILDING 5 UNIT BREAKDOWN	
1 BEDROOM	= 6
2 BEDROOM	= 14
3 BEDROOM	= 4
TOTAL	= 24

PRELIMINARY - NOT FOR CONSTRUCTION

Claren Architecture + Design, Inc.
AA26002865
6400 CONGRESS AVE, SUITE 2150
BOCA RATON, FL 33487
561.961.4884
www.clarenarchitecture.com

New Apartment Complex

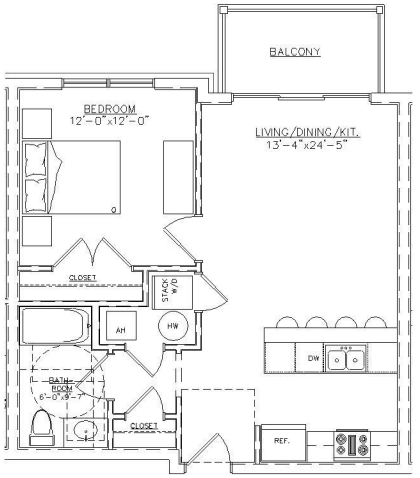
Central Parkway Apartments

Stuart, Florida

STATE OF FLORIDA · STEPHAN D. CLAREN · AR86258 · REGISTERED ARCHITECT

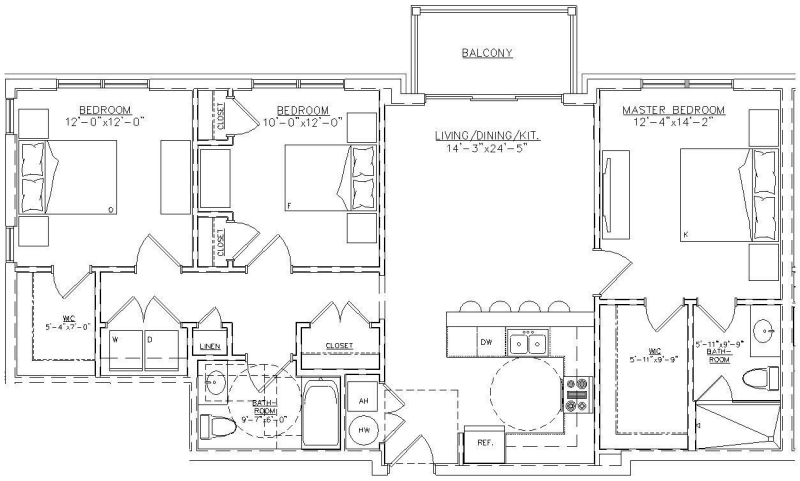
PROJECT #	20-035
DATE	9-10-2020
REV #	DATE
SHEET #	A-1.6

COPYRIGHT 2020



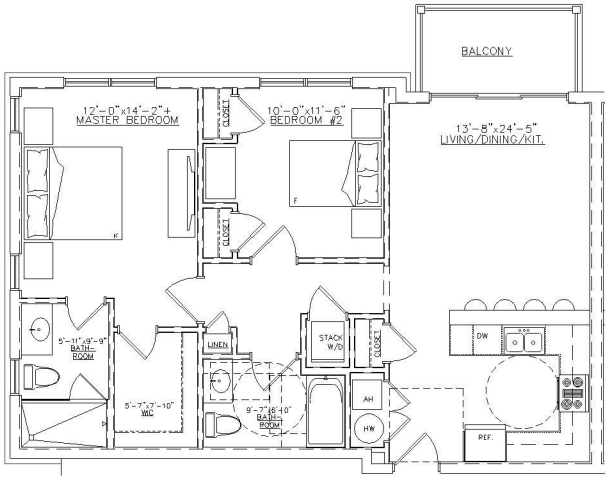
01 TYP. 1 BR APARTMENT FLOOR PLAN

693 SF | 1 BR 1 BATH SCALE: 1/4" = 1'-0"



03 TYP. 3 BR APARTMENT FLOOR PLAN

1321 SF | 3 BR 2 BATH SCALE: 1/4" = 1'-0"



02 TYP. 2 BR APARTMENT FLOOR PLAN

1040 SF | 2 BR 2 BATH SCALE: 1/4" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

Claren Architecture + Design, Inc.
AA26002865
6400 CONGRESS AVE, SUITE 2150
BOCA RATON, FL 33487
561.961.4884
www.clarenarchitecture.com

New Apartment Complex

Central Parkway Apartments

Stuart, Florida

STATE OF FLORIDA
STEPHAN D. CLAREN
AR86258
REGISTERED ARCHITECT

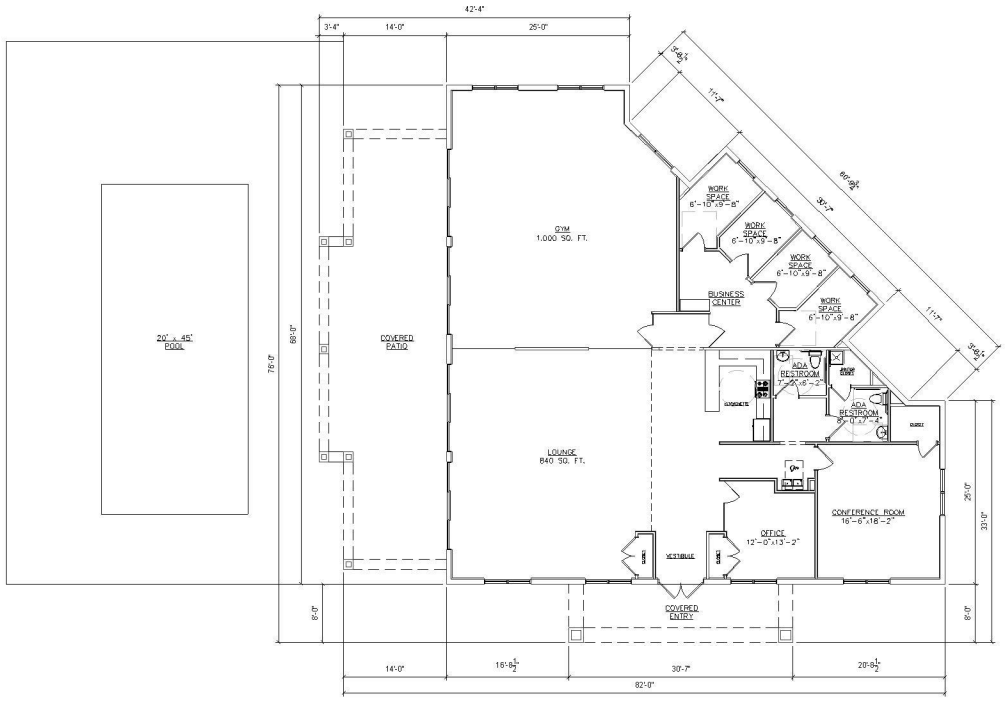
PROJECT #	20-035
DATE	9-10-2020

REV #	DATE
1	
2	
3	
4	
5	
6	

SHEET #

A-1.7

COPYRIGHT 2020



01 FLOOR PLAN
CLUBHOUSE
SCALE: 1/8" = 1'-0"

CLUBHOUSE AREA CALCULATION		
CLUBHOUSE	= 3,711	S.F.
COVERED ENTRY	= 245	S.F.
COVERED PATIO	= 942	S.F.
TOTAL	= 4,898	S.F.

PRELIMINARY - NOT FOR CONSTRUCTION

Claren Architecture + Design, Inc.
AA26002865
6400 CONGRESS AVE, SUITE 2150
BOCA RATON, FL 33487
561.961.4884
www.clarenarchitecture.com

New Apartment Complex
Central Parkway Apartments
Stuart, Florida

STATE OF FLORIDA
STEPHAN D. CLAREN
AR85258
REGISTERED ARCHITECT

PROJECT #	20-035
DATE	9-10-2020

REV #	DATE
1	
2	
3	
4	
5	
6	

SHEET #
A-1.8

COPYRIGHT 2020



01 EAST ELEVATION

BUILDINGS 1 & 3 SCALE: 3/32" = 1'-0"



02 WEST ELEVATION

BUILDINGS 1 & 3 SCALE: 3/32" = 1'-0"



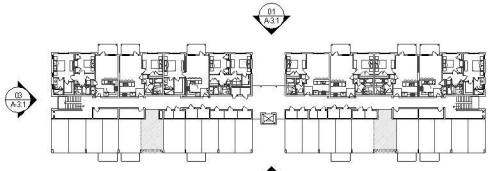
04 SOUTH ELEVATION

BUILDINGS 1 & 3 SCALE: 3/32" = 1'-0"



03 NORTH ELEVATION

BUILDINGS 1 & 3 SCALE: 3/32" = 1'-0"



KEY PLAN

SCALE: NTS N

PRELIMINARY - NOT FOR CONSTRUCTION

Claren Architecture + Design, Inc.
AA26002865
6400 CONGRESS AVE, SUITE 2150
BOCA RATON, FL 33487
561.961.4884
www.clarenarchitecture.com

New Apartment Complex

Central Parkway Apartments

Stuart, Florida

STATE OF FLORIDA
STEPHAN D. CLAREN
AR86258
REGISTERED ARCHITECT

PROJECT #	20-035
DATE	9-10-2020
REV #	DATE
SHEET #	A-3.1

COPYRIGHT 2020



01 WEST ELEVATION

BUILDINGS 2 & 4 SCALE: 3/32" = 1'-0"



02 EAST ELEVATION

BUILDINGS 2 & 4 SCALE: 3/32" = 1'-0"



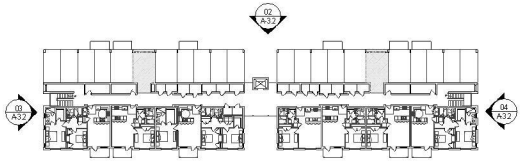
03 NORTH ELEVATION

BUILDINGS 2 & 4 SCALE: 3/32" = 1'-0"



04 SOUTH ELEVATION

BUILDINGS 2 & 4 SCALE: 3/32" = 1'-0"



KEY PLAN

SCALE: NTS

PRELIMINARY - NOT FOR CONSTRUCTION

Claren Architecture + Design, Inc.
AA26002865
6400 CONGRESS AVE, SUITE 2150
BOCA RATON, FL 33487
561.961.4884
www.clarenarchitecture.com

New Apartment Complex

Central Parkway Apartments

Stuart, Florida

STATE OF FLORIDA
STEPHAN D. CLAREN
AR85258
REGISTERED ARCHITECT

PROJECT #	20-035
DATE	9-10-2020
REV #	DATE
SHEET #	A-3.2

COPYRIGHT 2020



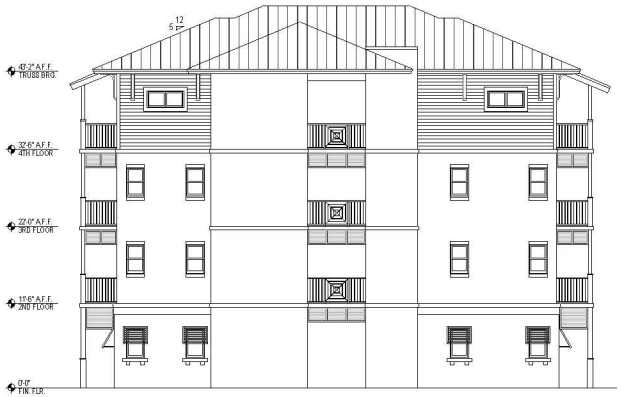
02 EAST ELEVATION

BUILDING 5 SCALE: 1/8" = 1'-0"



01 SOUTH ELEVATION

BUILDING 5 SCALE: 1/8" = 1'-0"



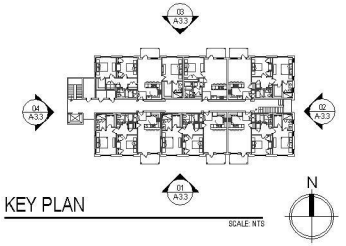
04 WEST ELEVATION

BUILDING 5 SCALE: 1/8" = 1'-0"



03 NORTH ELEVATION

BUILDING 5 SCALE: 1/8" = 1'-0"



KEY PLAN

SCALE: NTS

PRELIMINARY - NOT FOR CONSTRUCTION

Claren Architecture + Design, Inc.
AA26002865
6400 CONGRESS AVE, SUITE 2150
BOCA RATON, FL 33487
561.961.4884
www.clarenarchitecture.com

New Apartment Complex

Central Parkway Apartments

Stuart, Florida

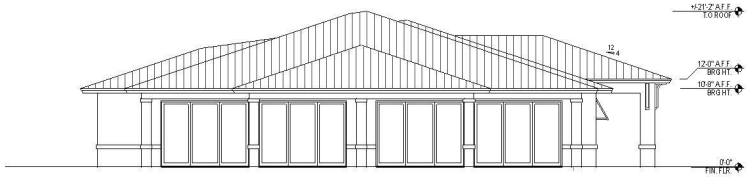
STATE OF FLORIDA
STEPHAN D. CLAREN
AR86258
REGISTERED ARCHITECT

PROJECT #	20-035
DATE	9-10-2020
REV #	DATE
SHEET #	A-3.3

COPYRIGHT 2020



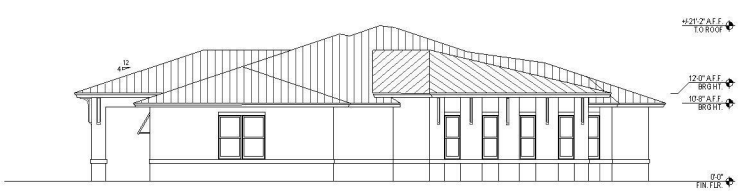
01 SOUTH ELEVATION
CLUBHOUSE SCALE: 1/8" = 1'-0"



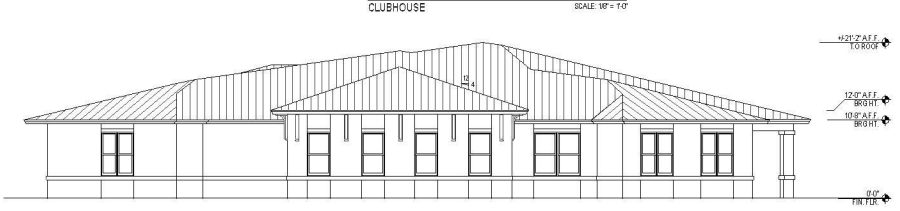
02 WEST ELEVATION
CLUBHOUSE SCALE: 1/8" = 1'-0"



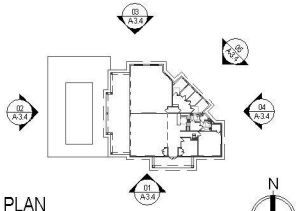
03 NORTH ELEVATION
CLUBHOUSE SCALE: 1/8" = 1'-0"



04 EAST ELEVATION
CLUBHOUSE SCALE: 1/8" = 1'-0"



05 NORTHEAST ELEVATION
CLUBHOUSE SCALE: 1/8" = 1'-0"



KEY PLAN
SCALE: NTS

PRELIMINARY - NOT FOR CONSTRUCTION

Claren Architecture + Design, Inc.
AA26002865
6400 CONGRESS AVE, SUITE 2150
BOCA RATON, FL 33487
561.961.4884
www.clarenarchitecture.com

New Apartment Complex
Central Parkway Apartments
Stuart, Florida

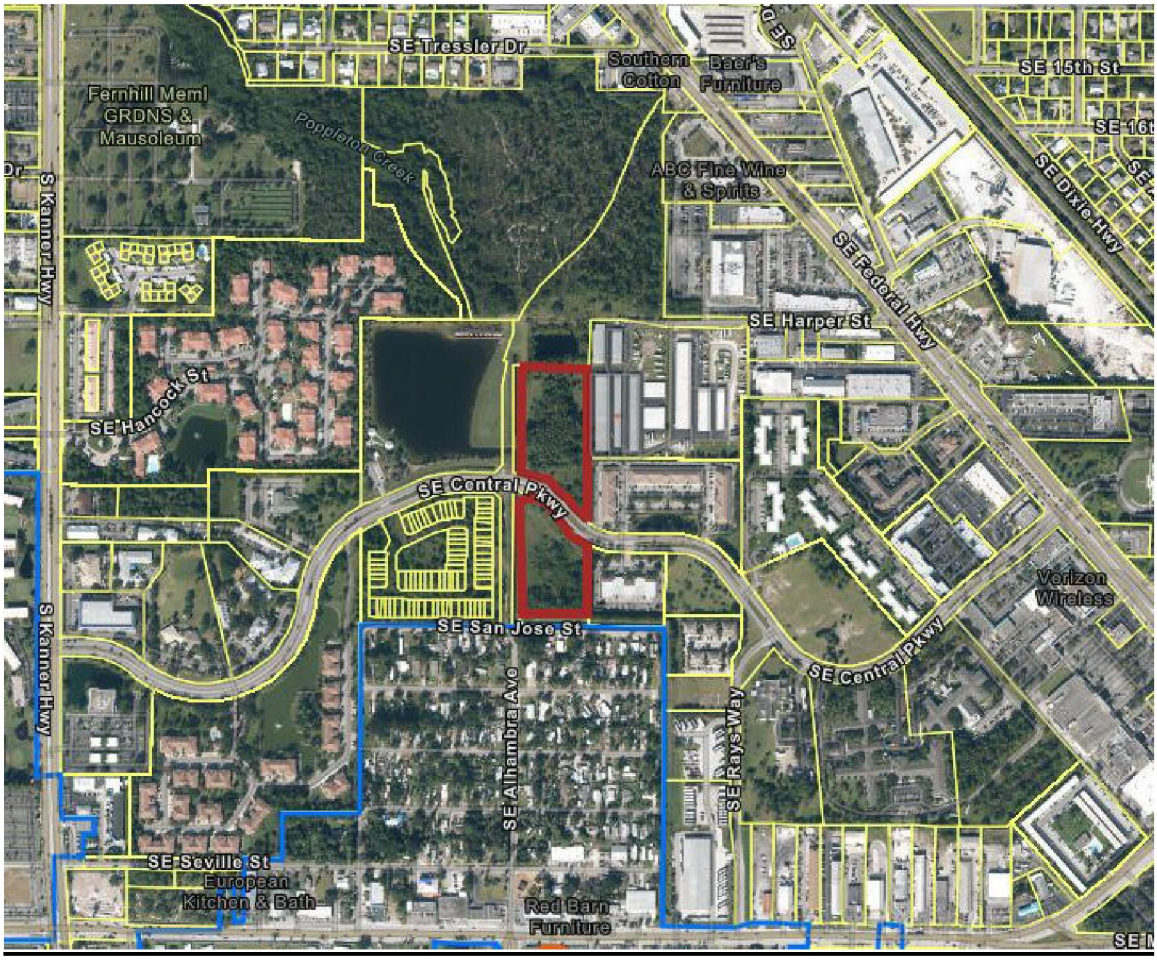
STATE OF FLORIDA
STEPHAN D. CLAREN
AR86258
REGISTERED ARCHITECT

PROJECT #	20-035
DATE	9-10-2020
REV #	DATE
SHEET #	A-3.4

COPYRIGHT 2020

CITY OF STUART
City Commission
April 12, 2021

Project Name: Central Parkway Lofts RPUD – Major Amendment to the RPUD	**Property Owner:** Farrell Building Company, LLC
Project No.: Z20100003	**Applicant/Petitioner:** Farrell Building Company, LLC
Ordinance No: 2461-2021	**Agent/Representative:** Marcela Camblor & Associates
	Case Planner: Tom Reetz
Location: SE Central Parkway halfway between S Kanner Hwy and SE Federal Highway.	



PROJECT SUMMARY		
Property Size (area)		6.65 Acres
Present Use		Undeveloped
Subject Property Land Use		Office Residential
Adjacent FLU	*North*	City of Stuart - Office Residential
	South	Martin County-Mobile Home
	East	City of Stuart, Commercial
	West	City of Stuart Commercial & Martin Multi-Family
Subject Property Zoning		RPUD
Adjacent Zoning	*North*	City of Stuart -R3-Multi-Family/Office
	South	Martin County - Mobile Home Park District
	East	City of Stuart CPUD
	West	City of Stuart RPUD
Subject Property Zoning District		Residential Planned Unit Development RPUD - Existing
Proposed Zoning District		Residential Planned Unit Development RPUD
Proposed Use		172 Multi-family Apartments
City Approvals		Building Department – No comments at this time. Fire Department – See conditional approval attached Public Works – See conditional approval attached Police Department – No comments at this time.
Brief Explanation		The intent of this application is to amend the existing RPUD which was originally approved in 2004 as a mixed use of commercial space and four-story condominiums buildings. The subject property is now 6.65 acres less than the original having satisfied the required land donation for the future extension of Willoughby Parkway connecting Monterey Road to the south with US1 to the north. The property is currently undeveloped. The intent of this project is to allow 172 attached multi-family apartment homes within 4 buildings with a two-way central street with parallel parking, continuous greenspace lined with native trees and sidewalk that are all part of a light imprint stormwater strategy. Additionally, the street section is designed as an "at grade section", where street and sidewalk have no vertical separation. The pervious paver surface at grade with the green strip and sidewalk creates a seamless environment that prioritizes pedestrians while further establishing an urban stormwater strategy.
Staff Recommendation: Staff recommends approval for the Major Amendment to the RPUD to allow for 172 multifamily apartments housed within 4 – 4 story buildings.		

STAFF REPORT AND RECOMMENDATION

I. LEGAL NOTICE REQUIREMENTS

A. Requirements for Application – The applications for the Future Land Use amendment to Multi-Family Density Residential, and zoning district designation Major Amendment to the RPUD have been noticed in accordance with the requirements set forth in Sections 11.01.02, 11.01.09, and 11.02.00 of the Land Development Regulations.

B. Site Posting Date: 1.27-2021

C. Mail Notice Postmark: 1.27-2021 to property owners within 300 feet

D. Publication Date: 10 days prior to Second Reading

II. MAJOR AMENDMENT ORDINANCE NO. 2461-2021

III. APPLICATION: Dated September, 2020

IV. HISTORY OF THE SITE

Ordinance No. 2031-05 approved a rezoning from R-3 to RPUD in May,2005. The approved plans included 84 loft style condo townhomes and 5,000 square feet of office building. In the late 1990's an Adult Living Facility was approved for the parcel, neither were built.

V. STAFF ANALYSIS

A. Site and Area Characteristics

The subject property consists of two parcels, one on the north side and the other on the south (directly across and aligning with each other) on SE Central Parkway totaling 6.65 acres in size.

Project Description

A Master Site Plan has been laid out with 172 multi-family apartments within 4 four-story apartment buildings (a fifth building was removed since first reading and replaced with a community lawn, tot lot splash pad, pickleball court, a pavilion/grill area and an 800 sq. ft. maintenance building) The remainder of the site is carefully designed with retention ponds and on street drainage strategically placed to enhance the stormwater aspect of the project and a two-way central street. The 60-foot wide streetscape consist of two-way aisle paver street, parallel parking, a continuous green space with trees, sidewalk and more greenspace at the building's footprint creating a pedestrian friendly one level (no raised curbing) experience.

B. Future Land Use Amendment and Comprehensive Plan Consistency Review

A review of the Comprehensive Plan finds that the proposed list of uses that are consistent with the existing Land Use Designation:

C. Major Amendment to the RPUD Land Development Code Consistency Review

The application has been reviewed for consistency with the City's LDC. Approval of the major amendment to the RPUD would allow for multi-family housing to be constructed at the site.

D. Technical Review by Other Agencies

The City Building, Public Works, Fire, and Police Departments have reviewed the applications and have offered their comments. Each department will provide specific comments at final site approval for permitting.

The applicant will be responsible to meet all federal, state and local permitting and environmental standards. Further, the applicant will also be required to demonstrate full compliance at all times.

VI. LOCAL PLANNING AGENCY BOARD RECOMMENDATION

The Local Planning Agency shall make recommendation to the City Commission any information which it deems is relevant to issues relating to the proposed major amendment to the existing RPUD.

VII. STAFF RECOMMENDATION (APPROVAL WITH CONDITIONS)

Staff has determined that the major amendment to the RPUD is consistent with the goals, objectives and policies of the Comprehensive Plan and the regulations in the Land Development Code. Staff offers no objection to the request.

SELECTION CRITERIA: Permit No = Z20100003 and Review Stop = PW and Revision =

Note Date/Time	Date of Record	Operator	Note Code	Reminder Date
2021-03-30 12:13:55	03/30/2021	mrogolin		

Date: 3-30-2021

To: Tom Reetz

Subject: SE Central Parkway Lofts Site Major RPUD #Z20100003rev

In reviewing the above referenced project, based on the project review response letter dated March 24,2021 this Department does approve the conceptual/RPUD application only. Please address the following comments.

•This review is not for construction, further review will be required for construction.

•The proposed brick pavers located within the SE Central Parkway Rights-of-Way is not an approved method of construction by the Public Works Dept.

•The City of Stuart Utility Availability fees will be calculated based on the proposed number of 1,2,3-bedroom/square footage apartments and square footage of the clubhouse. Please contact Marc Rogolino @ (772) 221-4700 for fees totals.

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.

All plans to be reviewed by this Department shall be routed through the Permit Technician in the Development Department. 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.

Please forward comments to applicant. If there are any questions, please contact me at your earliest convenience at (772) 221-4700.

SELECTION CRITERIA: Permit No = Z20100003 and Review Stop = PW and Revision =

Note Date/Time	Date of Record	Operator	Note Code	Reminder Date

SELECTION CRITERIA: Permit No = Z20100003 and Review Stop = F and Revision =

Note Date/Time	Date of Record	Operator	Note Code	Reminder Date
2021-04-02 15:03:28	04/02/2021	mcawley		

Conceptual review passed with comments.

"Stabilized Fire Truck Exit" does not comply with NFPA 1, 18.2.3.5.2. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. Surface is not an all-weather driving surface.

Site permit must have a preliminary site survey test completed to determine the available Fire Department radio signal strength and if a BDA system shall be required.

Residential PUD

Project:	Central Parkway Lofts RPUD
Date	2.11.2021

Adjacent N	City of Stuart Poppleton Creek
Adjacent S	Martin County - Mobile Home
Adjacent E	City of Stuart CPUD
Adjacent W	City of Stuart RPUD/Willoughby Extension ROW
Total Floor Space (sq.ft)	**72,360 sq. ft. 1.66 acres bldg footprint tot.**

LDR Reference	Land Development Regulations	RPUD REVIEW STATUS
2.07.00 D.1	Land Use Designation	COMPLY
2.07.00 D.2 a	Uses	COMPLY
2.07.00 D.2 b	Compatible Residential Uses	COMPLY
2.07.00 D.2 c	Commercial (<30%)	NOT APPLICABLE
2.07.00.D.2.d	Commercial Uses (<30%) vertical	NOT APPLICABLE
2.07.00.D.3	Density	EXCEPTION REQUESTED
2.07.03 D.4.b	Open Space (>30%)	COMPLY
2.07.03 D.4.c	FAR	COMPLY
2.07.03.D.4.d	Native Vegetaion (>25%)	NOT APPLICABLE

AREA, IMPERVIOUS SURFACE, SETBACK AND HEIGHT

2.04.03	Supplemental impervious surface	COMPLY
2.04.04	Supplemental setback requirements	COMPLY
2.04.05	Waterfront setbacks	NOT APPLICABLE
2.04.06	Certain street setbacks	COMPLY
2.04.07	Supplemental building height	COMPLY
2.06.00	Supplemental Use standards	NOT APPLICABLE

4.04.01	Traffic Concurrency	COMPLY
4.09.00	School Concurrency	TO BE REVIEWED

RESOURCE PROTECTION

5.02.00	Environmental Assessment	COMPLY
5.03.02	Wetland Protection	NOT APPLICABLE
5.04.00	Evironmentally sensitive lands	NOT APPLICABLE
5.04.02	Identification of Native vegetation	EXCEPTION REQUESTED
5.04.03	Monitoring & Maintenance	REVIEWED AT SITE PLAN
5.05.01	Tree Survey	COMPLY

5.05.02	Tree removal	COMPLY
5.06.00	Mangrove & Shoreline	NOT APPLICABLE
5.07.00	Floodplain Management	COMPLY
Comp Plan	Comprehensive Plan	COMPLY

TRANSPORTATION

6.01.04	Sidewalks/bikeways	COMPLY
6.01.05	Bike Ped (LCD)	COMPLY
6.01.06	Access	COMPLY
6.01.07	Drive-through	NOT APPLICABLE
6.01.08	Vehicular Access	NOT APPLICABLE
6.01.09	Parking Code	EXCEPTION REQUESTED
6.01.18	Off-Street Loading	NOT APPLICABLE
6.01.19	PILOP	NOT APPLICABLE

STORMWATER

6.03.01	Generally	COMPLY
6.03.04	Management	COMPLY
6.03.08	Erosion	TO BE REVIEWED

LANDSCAPING

6.04.02	General Standards	COMPLY
6.04.02 A.1	Native Landscaping	COMPLY
6.06.02 A.2	Shade Trees Required	COMPLY
6.06.02 A.4	Banyan, Fiscus & Rubber Trees	NOT APPLICABLE
6.06.02 A.5	Proximity to power lines	COMPLY
6.06.02 A.6	Shrubs	COMPLY
6.06.02 A.7	Hedges	COMPLY
6.06.02 A.8	Vines	NOT APPLICABLE
6.06.02 A.9	Ground cover	COMPLY
6.06.02 A.10	Grass Area	COMPLY
6.06.02 B	Irrigation	REVIEWED AT SITE PLAN

LANDSCAPE DESIGN

6.04.03 A	Utility Lines (Existing and Proposed)	COMPLY
6.04.03 B.1	Landscaped Area >20%	COMPLY
6.04.03 B.2	Interior landscaping >50%	COMPLY
6.04.03 B.3	location of impervious	COMPLY
6.04.03 B.4	Mulch	COMPLY
6.04.03 B.5	Shoreline protection	NOT APPLICABLE

6.04.03 B.8	Visibility triangles	COMPLY
6.04.06	Land Use Transitions	COMPLY

LANDSCAPING - PARKING AREAS

6.04.07 A.1	Landscaped strip adjacent to street	COMPLY
6.04.07 A.2	Landscaped strip length linear feet	COMPLY
6.04.07 A.2a	Parking area adjacent to street	COMPLY
6.04.07 A.2b	Hedge/wall/berm on outside of strip	COMPLY
6.04.07 A.2c	Other Landscaping	COMPLY
6.06.07 A.2d	Grass	COMPLY
6.04.07 A.3	Shrubs/ground cover	COMPLY
6.04.07 B	parking screened from private propery	NOT APPLICABLE
6.04.07 B.1	Landscaped strip adjacent to private property	NOT APPLICABLE
6.04.07 B.2a	Parking area adjacent to private property	NOT APPLICABLE
6.04.07 B.2b	Hedge/wall/berm on outside of strip	NOT APPLICABLE
6.04.07 B.2c	Other Landscaping	NOT APPLICABLE
6.04.07 B.2d	Grass	NOT APPLICABLE
6.04.07 B.3	Shrubs/ground cover	NOT APPLICABLE
6.04.07 C.1	Parking Area (Major Dev't only)	COMPLY
6.04.07 C.2	Parking area rear and sides of building	COMPLY
6.04.07 C.3	Interior trees	COMPLY
6.04.07 C.4	Vechicle encroachment	COMPLY
6.04.07 C.5	Interior landscaped islands	COMPLY
6.04.07 C.6	Terminal landscaped islands	COMPLY
6.04.07 C.7	Interior landscaped medians	COMPLY
6.04.07 C.8	Interior shade trees	COMPLY
6.04.07 D	Visability triangles	REVIEWED AT SITE PLAN
6.04.08	Tree Requirements	COMPLY
6.04.10	Loading Storage	NOT APPLICABLE

COMMERCIAL DEVELOPMENT STANDARDS

6.05.02 B	Building Location	NOT APPLICABLE
6.05.02 C	Building Orientation	NOT APPLICABLE
6.05.02 D	Façade Design	NOT APPLICABLE
6.05.02 E	Massing	NOT APPLICABLE
6.05.02 F	Other Features	NOT APPLICABLE
6.05.02 G	Transitional Elevations	NOT APPLICABLE
6.05.03 B	Blank Wall Area	NOT APPLICABLE
6.05.03 C	Repeating Façade	NOT APPLICABLE

6.05.04	Additional Façade	NOT APPLICABLE
6.05.05	Roof Treatments	NOT APPLICABLE
6.05.06	Entryways and customer entrance	NOT APPLICABLE
6.05.07	Materials and Color	NOT APPLICABLE
6.06.00	Green Development	NOT APPLICABLE
6.07.00	Lighting	NOT APPLICABLE
6.08.00	Dumpster & Recycling	NOT APPLICABLE
6.09.05	Fences	NOT APPLICABLE
6.11.00	Signs	TO BE REVIEWED

CENTRAL PARKWAY LOFTS RPUD. COMPREHENSIVE

PLAN REVIEW FUTURE LAND USE ELEMENT

Objective A5. - Residential development.

Ensure land use compatibility by grouping complementary land use activities, including mixed-use land use developments in appropriate areas of the City. Work with the developers to integrate vehicular and pedestrian circulation systems, bike paths, parking, building location, and architectural design into a cohesive development.

Policy A5.1. The Future Land Use Element of the City's adopted Comprehensive Plan shall provide land for future residential use to promote a more compact development pattern. This shall include sufficient land suitable for the public utility facilities needed to support the projected level and pattern of development.

The proposed project is compact in form by facilitating an infill development of property thus discouraging urban sprawl. There are sufficient public utilities in place to support this pattern of development and the associated impacts of the development.

Policy A5.2. Development on all vacant, un-platted areas designated as residential should be compatible with any surrounding existing homes.

SE Central Parkway Boulevard has a mix of commercial and residential uses. There are existing multifamily homes abutting the project to the west, Vilabella Condominiums approved and built in 2005/06 and Seaside townhomes that were recently approved and under construction. This proposal is considered compatible with the adjacent uses.

Policy A5.3. Wherever possible, medium density residential and recreation/open space areas should serve as buffers between higher and lower intensity residential uses to achieve an orderly land use transition.

The proposed project is of density (29du/ac) and similar density to recently approved projects in the city.

Policy A5.5. The City shall market itself as a community for families.

The development forms part of an inventory that widens housing options for existing and new residents of the City.

Policy A5.6. The City shall maintain a height limitation of the greater of 45 feet or four stories of occupiable space for all buildings. The City shall require landscaping of all new

development and redevelopment to promote an aesthetic streetscape. The City shall require landscape buffers between single family residential and non-residential uses.

The proposal complies with the height limitation and incorporates a native landscaping strip between the multifamily project and commercial uses to the east along Central Parkway Boulevard. The project contains a central streetscape that allows for a cohesive vehicular and pedestrian accessibility.

GOAL STATEMENT B

Minimize costs to current residents of growth, new development, and redevelopment, and encourage future land uses that maintain or enhance economical and efficient delivery of government utilities and services.

Objective B1. - Compact urban form. Discourage urban sprawl by facilitating urban redevelopment and infill development of properties and planning for urban infill and redevelopment of lands located within Stuart in order to achieve a compact urban form.

The proposal is considered to be a good example of a compact urban form of residential infill.

Objective B3. - Desirable pattern of land uses.

Promote and enhance a pattern of land uses that are compatible; that are convenient to City residents, businesses, and visitors; that avoid inappropriate or wasteful use of land; and that encourage efficient use of land, resources and facilities. Future land uses shall be designated to support the existing or planned community character, thereby prohibiting the development or expansion of uses which are inconsistent with the community's character. Reduce blighted areas through redevelopment. Land development and use regulations shall include provisions to ensure consistency with this Comprehensive Plan.

The proposal is considered to be a good use of vacant and underutilized land within the community characteristics of the City. The proposed development pattern avoids the inappropriate or wasteful use of land; and sets out an efficient use of land, resources and facilities.

Policy B3.2. All development shall be compatible with and complementary to surrounding land uses and shall not unduly affect existing approved activities

The proposed development, by reason of proposed use, density and buffers, is considered to be compatible with and complementary to surrounding activities.

Policy B1.4. Annexation and redevelopment strategies for infill development and redevelopment should be formulated to produce a future viable economy for the City.

The proposed development site is an infill development which adds to the local economy through the increased demand for commercial, entertainment and retail services/products by new residential occupiers. The housing units will increase the spectrum and variety of residential accommodation in the City, therefore adding to a balanced housing supply.

NET PRESENT VALUE (NPV) - 10-year

Central Parkway

	1-bed	2-bed	
80%	$1,041	$1,250	
Market	$1,564	$1,878	Average
Differential	$523	$628	**$576**

Rent Differential	$576		
Units	20		
		Additional Rent	
Annual	$138,120	Annual	$108,000
Vacancy etc	8%	Vacancy etc	8%
	$127,070		$99,360

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
$ 127,070	$ 129,612	$ 132,204	$ 134,848	$ 137,545	$ 140,296	$ 143,102	$ 145,964	$ 148,883	$ 151,861

Discount Rate	**5.00%**
NPV	**$ 1,065,880**
Inflation	**2.00%**

CITY OF STUART

Reviewed By: _____

DEVELOPMENT DEPARTMENT

PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT APPLICATION

Application must be legible with all relevant fields completed.

Project ID#_____

Pre-App Conference Date: Various	Application Date: September 2020
Project Name: Central Parkway RPUD	
Parcel ID# 093841000000005304	Project Address: Unassigned, Central Parkway, Stuart, FL
Zoning/CRA Sub-district: Office-Residential Land Use and Zoned RPUD	
Subdivision: Central Parkway	Lot(s):

Fees: Major PUD Amendment - $3,148.00; Minor PUD Amendment: $2,099.00; PUD Agreement Amendment (text change only): $1,049.00 *(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)

General Information

(Please Print or Type)

1. Property Owner, Lessee, Contract Purchaser, or Applicant (circle one):

Name: Stephen Zagoren	City/State/Zip Code: Bridgehampton, NY 11932
Title: CDO	Telephone Number: 631-766-0023
Company: Farrell Building Company	Facsimile Number:
Company Address: PO Box 14, 2317 Montauk Highway	Email Address (optional): zags1413@gmail.com

2. Agent of Record (if any): The following individual is designated as the Agent of Record for the property owner, lessee, or contract purchaser and should receive all correspondence related to the application review.

Name: Marcela Camblor-Cutsaimanis AICP	City/State/Zip Code: Stuart, FL, 34994
Title: Principal	Telephone Number: Tel: (772) 708.1108
Company: MARCELA CAMBLOR & ASSOCIATES, INC	Facsimile Number:
Company Address: 47 W Osceola St.. #203	Email Address (optional): marcela@marcelacamblor.com

3. 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 G Farrell	City/State/Zip Code: Bridgehampton, NY 11932
Title: President	Telephone Number: 631-766-0023
Company: Farrell Building Company	Facsimile Number:
Company Address: PO Box 14, 2317 Montauk Highway	Email Address (optional): zags1413@gmail.com

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

4. Signed this 22 day of September, 2020.

Joseph G Farrell Jr

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

As of January 01, 2020, Any and all notarial certificates prepared under Florida law must indicate whether the principal appeared by means of physical presence or by online notarization. Florida Statue 117.05

(a) For an oath or affirmation:

STATE OF ~~FLORIDA~~ New York
COUNTY OF Suffolk

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or ___online notarization, this 22nd day of September 2021 By Joseph G Farrell Jr. (name of person making statement).

Personally Known OR Produced
Identification Type of Identification Produced

(Signature of Notary Public - State of Florida) (Print, Type, or Stamp of Notary Public)

LYNN SPRUFERA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SP6330643
Qualified in Suffolk County
My Commission Expires 09-14-2023

(b) For an acknowledgment in an individual capacity:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___physical presence or __online notarization,
This____ day of _____ ( ) By _____ (name of person acknowledging).

Personally Known OR Produced
Identification Type of Identification Produced

(Signature of Notary Public - State of Florida} (Print, Type, or Stamp of Notary Public}

(c) For an acknowledgment in a representative capacity:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __physical presence or ___online notarization,
This _____day of_____ ( )by_____ (name of person) as (type of authority, e.g. officer, trustee, attorney in fact} for (name of party on behalf of whom instrument was executed).

Personally Known OR Produced
Identification Type of Identification Produced

(Signature of Notary Public - State of Florida} (Print, Type, or Stamp of Notary Public

MARCELA CAMBLOR & ASSOCIATES, INC
Town Planning • Architectural Design

24-03-2021

Electronic Delivery

Tom Reetz
Senior Planner
Development Department
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

RE: Central Parkway Lofts – Request for Major Planned Unit Development (UPUD)

Dear Tom,

Further to the March 8 2021 City Commission meeting first reading, the plan sets have been modified to include key comments raised by Commissioners and third parties as follows:

1. **Reduction of Density:** Building 5 (five) has been removed from the Central Parkway Lofts site plan, reducing the overall total number of dwelling units from 196 to 172. The proposed density has been reduced from 29.47 dwelling units per acre to 25.86 dwelling units per acre. Of note is that market-rate unit density is 23.27du/ac. The remaining density is workforce housing units.
2. **Increased Parking:** Parking has been increased from 299 to 303. The reduction of density has consequently reduced the parking requirements. The provision of 303 spaces means that 76% of the units (131 units) will have 2 parking spaces and 24% of the units will have 1 parking space. Another way of presenting this is a ration of 1.76 spaces per unit Additionally, as stated in previous submissions, 25% of the units will be age restricted and 10% of the units will be income restricted. Both of these restrictions result in reduced vehicles. Of note as well is the fact that the previous zoning on the site was CPUD, and not R3, therefore comparisons to R3 parking requirements and density are not fully appropriate. The comprehensive plan states that the PUD process enables up to 30 du/ac, provided and guided by the public benefit provided by the project.
3. **Increased Open Space and Recreation Area:** The removal of building 5 provides open space adjacent to the head of the City's natural system to the north. A total of 24 residential units have been replaced with a community lawn, tot lot/splash pad, pickleball court, a pavilion/grill area, an 800 s.f. maintenance building.
4. **Enhanced Traffic Safety:** The median on Central Parkway is modified to allow for left turns and eliminate U-turns.

Public Works

Water – The plan set has been updated reflect the master meter assemblies have been relocated out to near the SE Central Parkway right-of-way and within the parcel boundaries. Should the City require, easements, they will be added accordingly.

A note has also been added to the plan set confirming 'All water infrastructure beyond the Master Meter assembly will remain privately owned and maintained'.

Sanitary Sewer – North Site
The gravity sewer main for the north campus has been reconfigured to connect directly to the existing Lift Station #32 wetwell.

A note has been added to the plan set confirming 'The proposed gravity sewer infrastructure will be privately owned and maintained.

An analysis of existing Lift Station #32 will be performed and any necessary upgrades due to the additional flows directed from this project to the station will be the responsibility of the developers of this project.

Sanitary Sewer – South Site
Lift station access has been designed to take place through/from within the parcel. The proposed access driveway has been removed as per staff's request.

Fire Department Review Comments:

1. Autoturn details are attached to this response showing the fire department apparatus circulated through each drive aisle for both campuses with no issues. The entire project has been designed to meet the minimum design standards, including a minimum of 20 ft. driveway widths, to accommodate a fire truck and any other emergency services vehicle.
2. Details of the stabilized fire truck exit have been designed in accordance with NFPA 18.2.3.5.2 and added to the plan set.
3. All FDCs locations have been updated to be no greater than 100 feet from a fire hydrant and also meet the requirements of NFPA 14 (2016) 6.4.5.4.

We trust the attached information addresses a number of the issues raised during the March 8, 2021 City Commission and look forward to receiving confirmation from staff ahead of the City Commission second reading.

Sincerely,

Marcela Camblor-Cutsaimanis, AICP
Principal, Marcela Camblor & Associates, Inc.

Encl.

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services

CENTRAL PARKWAY

Environmental Assessment Report

Prepared for:

FARRELL BUILDING

Prepared by:

EW Consultants, Inc.

March 2020

INTRODUCTION

This Environmental Assessment Report documents and summarizes natural resource features present on an approximately 6.8 +/- acre property located within the City of Stuart. The site is located on the north and south sides of Central Parkway, west of Rays Way, and east of Palermo Court.

The site is situated within Section 9, Township 38 South, Range 41 East, within the municipal limits of the City of Stuart, Martin County, Florida. A Location Map (Figure 1), USGS Quad Map (Figure 2), and Aerial Photo (Figure 3) depicting the site boundaries and immediate surrounding area are provided in the Appendix.

SOILS

A U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Soil Resource Report was generated for the subject property and is provided in the Appendix. This report contains a soils map with the boundary of the property depicted as well as additional information and descriptions of soil types on the subject property. According to the soil survey data, three soil types are found on the subject property.

It is important to note that the description of these soils, in their natural state, according to the NRCS, was generated in the early 1970's, and therefore predates potential land alterations that have occurred since the publication of the Soil Survey.

NATURAL COMMUNITIES AND LAND COVER

The following is a summary of the land cover types and vegetative communities found on the subject site. Land cover and vegetative community classifications are mapped based on the Florida Land Use, Cover and Forms Classification System (FLUCFCS) developed by the Florida Department of Transportation. Field reconnaissance and aerial imagery interpretation were employed in the mapping of the vegetative communities on the subject property. The vegetative community descriptions include discussions of potential wildlife habitat provided by the various resources present in those communities. Detailed observations and occurrences of wildlife are discussed in subsequent sections of this report.

There were three different FLUCFCS classifications observed on the site which are described below. A land cover map of the observed community types is included as Figure 4 in the Appendix of this report. The land cover types observed on the property are described as follows:

#190 – Open Lands

The portions of the property that are dominated by herbaceous vegetation and lack any substantial canopy coverage have been included in this category. The dominant vegetation in these areas consists of guinea grass, cogon grass, bahia grass, sandspur grass, limpo grass, napier grass, St. Augustine grass, para grass, Caesar weed, beggars ticks, creeping oxeye, inchplant, grape vine, jack-in-the-bush, snake plant, ragweed, and dog fennel. Scattered trees and shrubs are also present in these areas and includes non-native Brazilian pepper and earleaf acacia along with native laurel oak and cabbage palm. Wildlife observations within the open lands were limited to agama lizard, crow, and mourning dove.

#510 – Ditches

There are two man-made ditches that are located on the property. A large drainage ditch with regularly-maintained embankments and open-water areas in its center extends along the western and southern boundaries of the site. Gambusia minnows and a little blue heron were observed in this drainage ditch during site reconnaissance. A second east-west oriented ditch is located north of Central Parkway. This ditch is overgrown by non-native vegetation and does not exhibit any areas of open water. No wildlife was observed in the east-west drainage ditch during site reconnaissance.

#740 – Disturbed Lands

The portions of the property that are dominated by canopy trees and other woody vegetation have been included in this category due to the dominance of non-native vegetation in these areas. Dominant vegetation includes non-native earleaf acacia, Brazilian pepper, indian laurel, java plum, carrotwood, lead tree, and neem tree. Native tree species include laurel oak, live oak, strangler fig, cabbage palm, and a hedgerow of planted southern red cedar. Wildlife observed within these portions of the property included red-shouldered hawk, mocking bird, mourning dove, southern black racer, and agama lizards.

LISTED SPECIES EVALUATION

WILDLIFE

The site reconnaissance conducted in February 2020 found indicators of common wildlife species for this area including mourning dove, red-shouldered hawk, mocking bird, little blue heron, southern black racer, gambusia minnows, and non-native agama lizards.

With regard to protected species and their potential for occurrence on the site, the following table summarizes the likelihood of occurrence of such species based on the observed habitat characteristics and field reconnaissance efforts.

Table 1 Known and Potentially Occurring Listed Faunal Species

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status**
					State/Federal
American alligator	*Alligator mississippiensis*	Wetland and aquatic habitat	Pedestrian transects	M	FT(S/A)
Audubon's crested caracara	*Polyborus plancus audubonii*	Open prairies and rangeland	Pedestrian transects	L	FT
Bald eagle	*Haliaeetus leucocephalus*	Nest in tall trees (usually pine) near coasts, rivers, lakes, and wetlands	Pedestrian transects	L	No longer listed, Nest trees protected
Burrowing owl	*Athene cunicularia*	Sandhills, ruderal communities, dry prairies	Pedestrian transects	L	ST
Eastern indigo snake	*Drymarchon corais couperi*	A diversity of upland/low land habitat, agricultural lands	Pedestrian transects	L	FT
Florida grasshopper sparrow	*Ammodramus savannarum floridanus*	Open prairies and rangeland	Pedestrian transects and playback tapes	L	FE
Florida panther	*Felis concolor coryi*	Large wilderness areas	Pedestrian transects	L	FE
Florida sandhill crane	*Grus canadensis pratensis*	Breed in emergent palustrine wetlands; forage pastures/prairies	Pedestrian transects; aerial nest survey	L	ST
Snail kite	*Rostrhamus sociabilis plumbeus*	Long hydroperiod wetlands/aquatic systems with *Pomacea* snails	Pedestrian transects	L	FE
Florida pine snake	*Pituophis melanoleucus mugitus*	Well drained sandy soils, moderate to open canopy	Pedestrian transects; inspection of burrow	L	ST

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status**
			entrances		
Gopher tortoise	*Gopherus polyphemus*	Sandhills, xeric oak scrub, sand pine scrub, scrubby flatwoods; agricultural lands	Burrow survey of suitable habitat	M	ST
Sherman's fox squirrel	*Sciurus niger shermani*	Longleaf pine, turkey oak, sandhills, and flatwooods	Pedestrian transects	L	SSC
Little blue heron	*Egretta caerulea*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian transects	O[1]	ST
Red-cockaded woodpecker	*Picoides borealis*	Mature pine woodlands	Pedestrian transects	L	FE
Roseate spoonbill	*Platalea ajaja*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian transects	L	ST
Southeastern american kestrel	*Falco sparverius paulus*	Sandhill and open rangeland nest in cavities of dead trees and abandoned woodpecker nests	Pedestrian transects	L	ST
Tricolored heron	*Egretta tricolor*	Breeding: marshes, swamps, ponds, estuaries	Pedestrian transects	M	ST

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status**
Whooping crane	*Grus americana*	Breed in emergent palustrine wetlands; forage in pastures	Pedestrian transects	L	"Experimental population"
Wood stork	*Mycteria americana*	Estuarine or freshwater wetlands; nest in tops of trees in cypress or mangrove swamps	Pedestrian transects	M	FT

[1] Observed transient
[2] Observed nesting and/or resident
*O= Observed; H= High probability; M= Medium; L= Low; FE = Federally Endangered; FT = Federally Threatened; FT(S/A) = Federally Threatened due to similarity of appearance; ST = State Threatened; SSC = State Species of Special Concern

Based on this summary, documented habitat, and field observations, the likelihood of nesting or resident occurrences of any State or Federally designated threatened or endangered species on the site is low.

The preferred nesting habitat for Florida sandhill cranes is native freshwater marsh habitat, which does not occur on this property. The open lands areas offer some potential for foraging however, this activity by sandhill cranes on the property would be transient in nature.

Bald eagles, while no longer listed, remain protected under the Bald and Golden Eagle Protection Act. No bald eagles were observed on site. According to the FFWCC database the closest documented bald eagle nests are located approximately 1.62 miles northwest, 2.07 miles southwest, and 2.18 miles northeast of the site.

Although the subject site is within the consultation area of the Audubon's crested caracara, use of the site by caracara for foraging and the potential of caracara nesting on site or in the areas surrounding the site is unlikely. Caracara nesting habitat is not present on the site or in the surrounding areas. No crested caracara or crested caracara nests were observed during the site review.

The wood stork is a federally listed threatened species that nests in naturally forested wetlands and forages in shallow open waters. No wood storks were observed during the site reconnaissance. Wood storks have been known to forage in shallow drainage ditches and therefore there is a

potential that wood storks may occasionally frequent the drainage ditch along the western and southern property boundaries for foraging opportunities. Their presence would be limited to foraging and therefore transient in nature. The property does not provide suitable nesting habitat for wood storks. The site is within the 18.6-mile core foraging area of wood stork rookeries as per USFWS database.

The site does not provide suitable nesting habitat for State Threatened wading birds however, it provides suitable foraging habitat for these species. A little blue heron was observed foraging within the drainage ditch along the western property boundary. The occasional presence of State listed wading birds foraging within the ditch is anticipated however, their presence would be transient in nature.

The burrowing owl is a small ground-dwelling owl found in open, treeless fields, where it spends most of its time on the ground or perched on low objects. The open lands portions of the site do provide potential nesting habitat for burrowing owls. Burrowing owls, burrowing owl burrows, or indicators of the presence of burrowing owls were not observed during the site review and their presence is not anticipated.

Gopher tortoises are listed as a Threatened species by the State of Florida. A gopher tortoise burrow survey of 100% of the property was completed in February 2020. No gopher tortoises, gopher tortoise burrows, or signs thereof were found on the property during this survey. Although no gopher tortoises or gopher tortoise burrows were observed during the February 2020 survey, this species has a moderate potential of migrating to the site from adjacent lands. As such, in advance of any land development activity, a 100% survey of potential habitat areas will be required and any gopher tortoises present will be relocated in accordance with FFWCC permitting requirements.

The eastern indigo snake can be found over a diversity of upland and wetland habitats, and is also known to occupy gopher tortoise burrows, which do not occur on the property. No eastern indigo snake or sign thereof have been observed on the site. Based on the review of publically available data, the nearest recent sighting of an eastern indigo snake is located over eight miles north, north of the St. Lucie River. Given the isolated nature of the site due to the surrounding urban development, eastern indigo snakes are not likely to occur on the subject property. As a precaution measure, USFWS-approved construction awareness and notification procedures will be implemented for the protection of this species during site development.

The American alligator is listed as Federally Threatened due to similarity of appearance with the American crocodile. Alligators are relatively common throughout the region in wetland and aquatic systems. Although none were observed, there is a moderate chance of occasional presence of alligators in the drainage ditches.

Given the surrounding urban development and activity, the dominance of non-native vegetation and habitat, the property provides significantly reduced foraging and/or nesting habitat for state and/or federally listed wildlife species.

Coordination has been initiated with FFWCC. Please refer to the copy of the email sent to the FFWCC provided in the Appendix. Coordination has also been initiated with the USFWS via the IPaC (information for Planning and Consultation) regulatory review process. With the use of this online project planning tool an official list was requested from the USFWS. A copy of the automatically-generated list of trust resources IPaC resource list is provided as a copy in the Appendix.

WETLAND EVALUATION

The site review did not identify any areas that would be considered jurisdictional wetlands under State or Federal criteria. Final regulatory decisions as to the presence or absence of jurisdictional wetlands is determined by the relevant State (South Florida Water Management District) and Federal (U.S. Army Corps of Engineers) agencies.

The existing ditches on the site will be considered “other surface waters” by the South Florida Water Management District (SFWMD) and “non-wetland waters of the U.S.” by the U.S. Army Corps of Engineers (USACE).

PRESERVE AREA AND UPLAND BUFFER EVALUATION

Although some scattered native vegetation is present on the site, the property does not contain any native upland habitats therefore no upland native habitat preserve areas should be required.

SUMMARY

Vegetation

The property contains only scattered native vegetation but does not contain any native upland habitats.

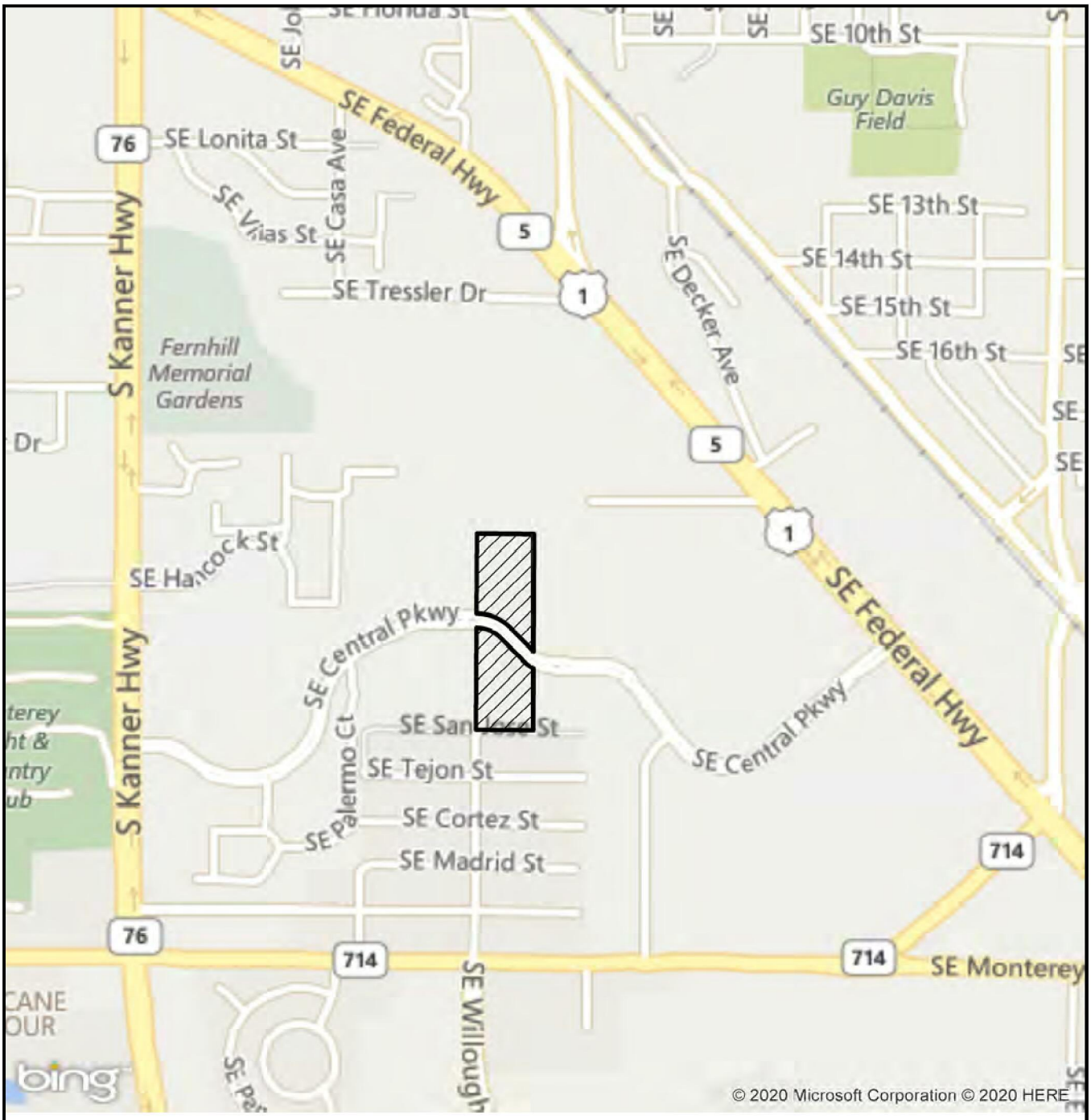
Wetlands

The site review did not identify any areas of the property that would be considered jurisdictional wetlands under State or Federal criteria. The presence or absence of jurisdictional wetlands is however subject to final determination by the relevant State and Federal agencies. The onsite man-made ditches will be considered "other surface waters" by the SFWMD and "non-wetland waters of the U.S." by the USACE.

Listed Species

No signs of gopher tortoises were observed on the property. As potentially suitable gopher tortoise habitat exists in close proximity to the subject site, there is the potential for gopher tortoises to migrate onto the site. The gopher tortoise is listed by the Florida Fish and Wildlife Conservation Commission (FFWCC) as threatened, thus any development of the subject site that may impact gopher tortoises and/or their burrows would require FFWCC authorization. Prior to the commencement of construction activities, a 100% survey of the site is recommended to confirm the findings of this assessment.

APPENDIX



0 1,000 Feet

N

LEGEND

▨ - SITE (7.8+/- AC)

CENTRAL PARKWAY
LOCATION MAP

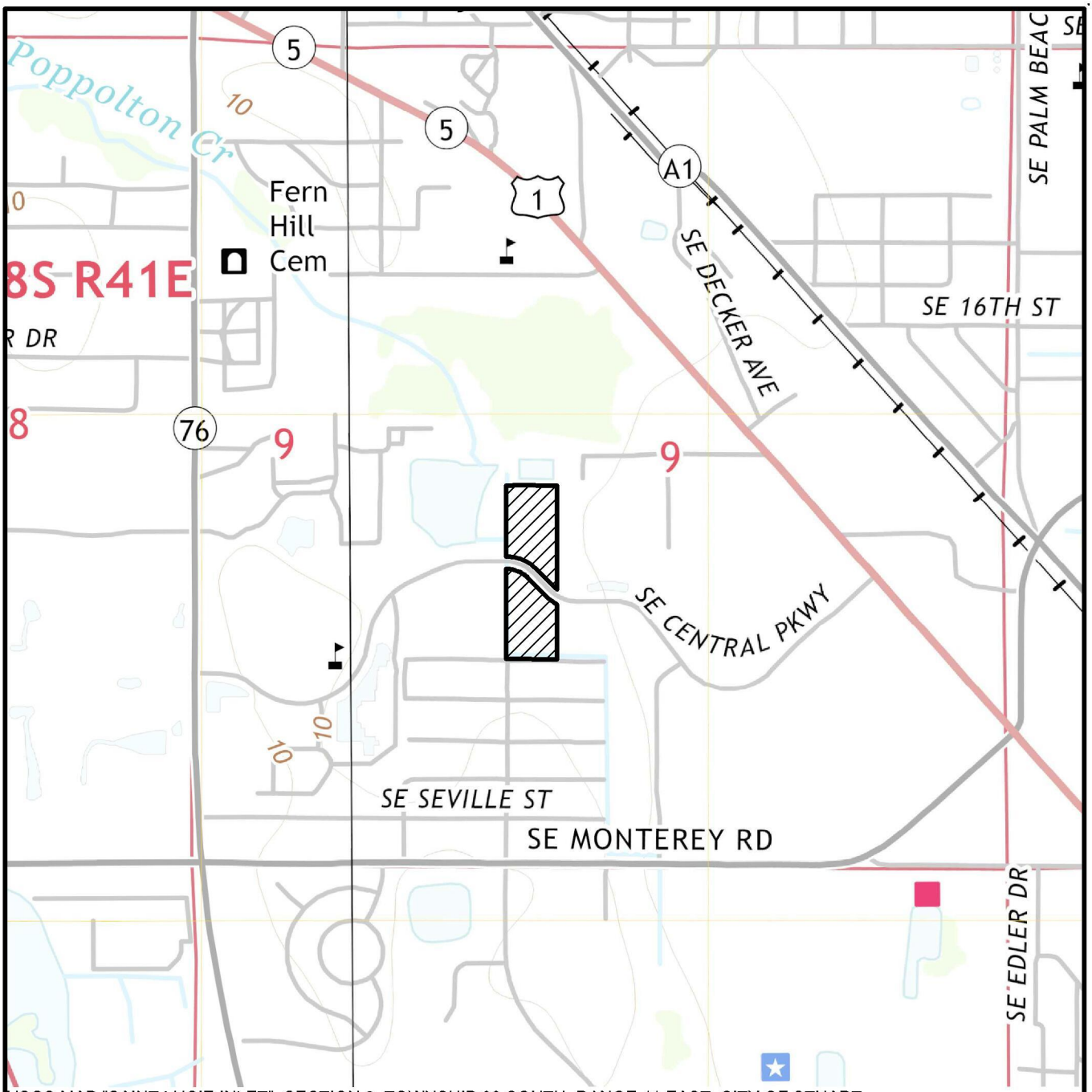
EW CONSULTANTS, INC.

1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

FEB 2020

FIGURE

1



USGS MAP "SAINT LUCIE INLET", SECTION 9, TOWNSHIP 38 SOUTH, RANGE 41 EAST, CITY OF STUART, MARTIN COUNTY, FLORIDA, LATITUDE 27°10'51.79" LONGITUDE -80°14'46.67"

LEGEND

▨ - SITE (7.8± AC)

0 1000

SCALE IN FEET

CENTRAL PARKWAY

QUAD

EW CONSULTANTS, INC.

1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

FEB 2020

FIGURE

2

Central Parkway.dwg QUAD



MARTIN COUNTY AERIALS DATED 2019

0 300
SCALE IN FEET

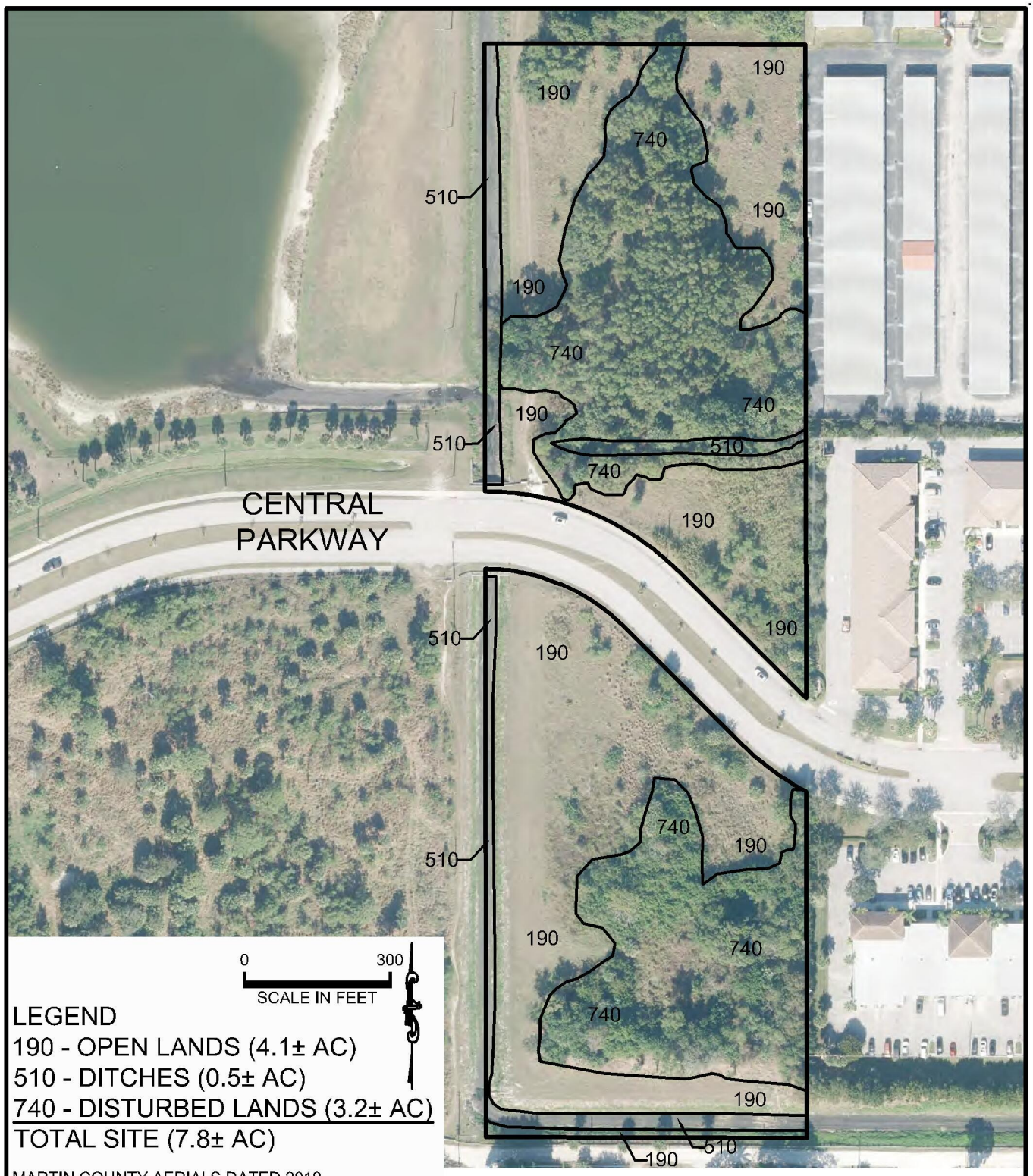
CENTRAL PARKWAY
AERIAL

EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

FEB 2020

FIGURE
3

Central Parkway.dwg AERIAL



CENTRAL PARKWAY

FLUCFCS

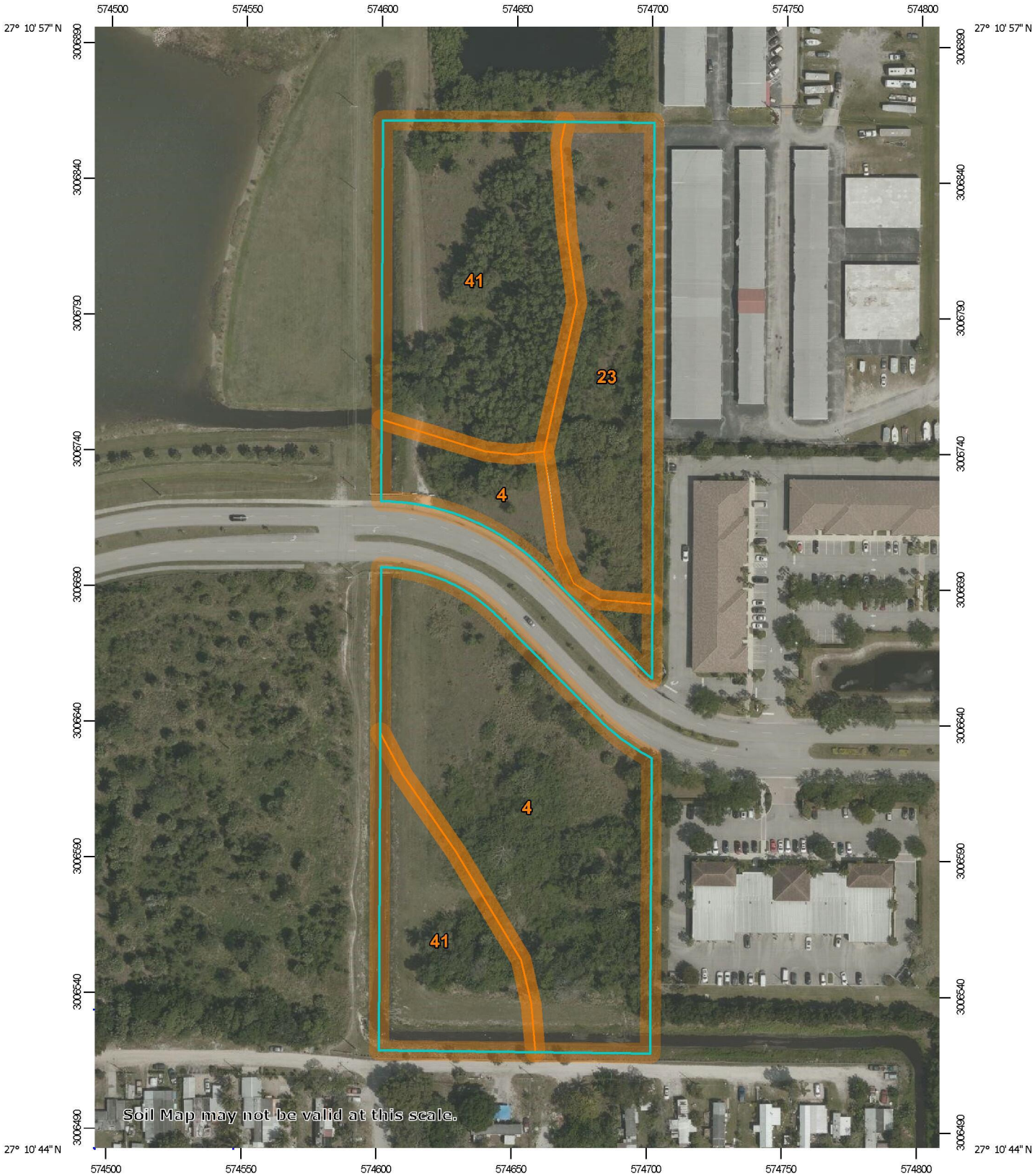
EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

FEB 2020

FIGURE 4

Central Parkway.dwg FLUCFCS

Soil Map—Martin County, Florida
(CENTRAL PARKWAY)



Map Scale: 1:2,020 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 25 50 100 150

Feet
0 50 100 200 300

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Martin County, Florida
Survey Area Data: Version 18, Sep 17, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 8, 2019—Mar 28, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
4	Waveland and Immokalee fine sands	3.3	42.7%
23	Urban land, 0 to 2 percent slopes	1.5	18.9%
41	Jonathan sand, 0 to 5 percent slopes	3.0	38.3%
Totals for Area of Interest		**7.8**	**100.0%**

From:	Jason hahner
To:	"ConservationPlanningServices@MyFWC.com"
Cc:	Arnaud Roux
Subject:	General Technical Assistance Request - Central Parkway Storage (Commercial Project)
Date:	Friday, February 28, 2020 10:18:00 AM
Attachments:	Central Parkway Storage Environmental Assessment 2-28-20.pdf

To whom it may concern:

This email is a General Technical Assistance request for the above-referenced property. The subject project area is approximately 7.8 +/- acres in size and is currently undeveloped. The owner is seeking development approvals for a multi-family residential project and we are requesting a search of the Florida Fish and Wildlife Conservation Commission database to identify the possible occurrences of State-listed species on the subject property.

The site is located within the municipal limits of the City of Stuart, Martin County, Florida. More specifically, the site is located west of Federal Highway (US1), on the north and south sides of Central Parkway, west of Rays Way, and east of Palermo Court. The site is situated within Section 9, Township 38 South, Range 41 East. A Location Map, Quad Map, and Aerial Map are provided as Figures 1-3, respectively. The property is bounded on the north by a man-made stormwater retention pond and undeveloped lands; to the west by a man-made drainage ditch, a man-made excavated lake, and undeveloped lands; to the south by a man-made drainage ditch and residential development; and to the east by mixed commercial development.

Field surveys have been conducted on the property, the results of which have been incorporated in an Environmental Assessment report (copy attached). No listed species of fauna or flora were observed on site. The project includes site clearing, excavation, filling, and grading to improve the property for development of the proposed storage facility and associated infrastructure.

I would appreciate if you would please reference “Central Parkway Storage” when you respond. If you have any questions, or need additional information, please do not hesitate to contact me.

Sincerely,

Jason Hahner

Environmental Scientist

EW CONSULTANTS, INC.

"Natural Resource Management, Wetland, and Environmental Permitting Services"

1000 SE Monterey Commons Blvd| Stuart, Florida 34996

772-287-8771 Phone | 772-287-2988 Fax |561-284-9679 Cell

IPaC **U.S. Fish & Wildlife Service**

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

NOT FOR CONSULTATION

Location

Martin County, Florida



Local office

South Florida Ecological Services Field Office

(772) 562-3909
(772) 562-4288

1339 20th Street
Vero Beach, FL 32960-3559

http://fws.gov/verobeach

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population, even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries[2]).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

NOT FOR CONSULTATION

1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information.
2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS

Florida Bonneted Bat Eumops floridanus — Endangered
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/8630

Florida Panther Puma (=Felis) concolor coryi — Endangered
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/1763

Puma (=mountain Lion) Puma (=Felis) concolor (all subsp. except coryi) — SAT
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/6049

Southeastern Beach Mouse Peromyscus polionotus niveiventris — Threatened
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/3951

West Indian Manatee Trichechus manatus — Threatened
Marine mammal
There is final critical habitat for this species. Your location is outside the critical habitat.
https://ecos.fws.gov/ecp/species/4469

Birds

NAME	STATUS

Audubon's Crested Caracara Polyborus plancus audubonii — Threatened
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/8250

Everglade Snail Kite Rostrhamus sociabilis plumbeus — Endangered
There is final critical habitat for this species. Your location is outside the critical habitat.
https://ecos.fws.gov/ecp/species/7713

Florida Grasshopper Sparrow Ammodramus savannarum floridanus — Endangered
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/32

Florida Scrub-jay Aphelocoma coerulescens — Threatened
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/6174

Ivory-billed Woodpecker Campephilus principalis — Endangered
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/8230

NOT FOR CONSULTATION

Red Knot Calidris canutus rufa — Threatened
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/1864

Red-cockaded Woodpecker Picoides borealis — Endangered
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/7614

Whooping Crane Grus americana — EXPN
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/758

Wood Stork Mycteria americana — Threatened
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/8477

Reptiles

NAME	STATUS

American Alligator Alligator mississippiensis — SAT
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/776

Eastern Indigo Snake Drymarchon corais couperi — Threatened
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/646

Hawksbill Sea Turtle Eretmochelys imbricata — Endangered
There is **final** critical habitat for this species. Your location is outside the critical habitat.
https://ecos.fws.gov/ecp/species/3656

Leatherback Sea Turtle Dermochelys coriacea — Endangered
There is **final** critical habitat for this species. Your location is outside the critical habitat.
https://ecos.fws.gov/ecp/species/1493

Loggerhead Sea Turtle Caretta caretta — Threatened
There is **final** critical habitat for this species. Your location is outside the critical habitat.
https://ecos.fws.gov/ecp/species/1110

Insects

NAME	STATUS

NOT FOR CONSULTATION

Florida Leafwing Butterfly Anaea troglodyta floridalis — Endangered
There is **final** critical habitat for this species. Your location is outside the critical habitat.
https://ecos.fws.gov/ecp/species/6652

Miami Blue Butterfly Cyclargus (=Hemiargus) thomasi bethunebakeri — Endangered
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/3797

Flowering Plants

NAME	STATUS
Beach Jacquemontia Jacquemontia reclinata	Endangered
Four-petal Pawpaw Asimina tetramera	Endangered
Lakela's Mint Dicerandra immaculata	Endangered
Tiny Polygala Polygala smallii	Endangered

No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/1277
https://ecos.fws.gov/ecp/species/3461
https://ecos.fws.gov/ecp/species/6390
https://ecos.fws.gov/ecp/species/996

Lichens

NAME	STATUS
Florida Perforate Cladonia Cladonia perforata	Endangered

No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/7516

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

NOT FOR CONSULTATION

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php
- Measures for avoiding and minimizing impacts to birds http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php
- Nationwide conservation measures for birds http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf

The birds listed below are birds of particular concern either because they occur on the USFWS Birds of Conservation Concern (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ below. This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the E-bird data mapping tool (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found below.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON (IF A BREEDING SEASON IS INDICATED FOR A BIRD ON YOUR LIST, THE BIRD MAY BREED IN YOUR PROJECT AREA SOMETIME WITHIN THE TIMEFRAME SPECIFIED, WHICH IS A VERY LIBERAL ESTIMATE OF THE DATES INSIDE WHICH THE BIRD BREEDS ACROSS ITS ENTIRE RANGE.

NOT FOR CONSULTATION

"BREEDS ELSEWHERE" INDICATES THAT THE BIRD DOES NOT LIKELY BREED IN YOUR PROJECT AREA.)

American Kestrel Falco sparverius paulus — Breeds Apr 1 to Aug 31
This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

American Oystercatcher Haematopus palliatus — Breeds Apr 15 to Aug 31
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/8935

Bald Eagle Haliaeetus leucocephalus — Breeds Sep 1 to Jul 31
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.
https://ecos.fws.gov/ecp/species/1626

Black Skimmer Rynchops niger — Breeds May 20 to Sep 15
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/5234

Common Ground-dove Columbina passerina exigua — Breeds Feb 1 to Dec 31
This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Least Tern Sterna antillarum — Breeds Apr 20 to Sep 10
This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Limpkin Aramus guarauna — Breeds Jan 15 to Aug 31
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Magnificent Frigatebird Fregata magnificens — Breeds Oct 1 to Apr 30
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Prairie Warbler Dendroica discolor — Breeds May 1 to Jul 31
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

NOT FOR CONSULTATION

Prothonotary Warbler Protonotaria citrea This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Apr 1 to Jul 31
Red-headed Woodpecker Melanerpes erythrocephalus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 10 to Sep 10
Ruddy Turnstone Arenaria interpres morinella This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds elsewhere
Semipalmated Sandpiper Calidris pusilla This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds elsewhere
Swallow-tailed Kite Elanoides forficatus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8938	Breeds Mar 10 to Jun 30
Willet Tringa semipalmata This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Apr 20 to Aug 5
Yellow Warbler Dendroica petechia gundlachi This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds May 20 to Aug 10

NOT FOR CONSULTATION

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (▪)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

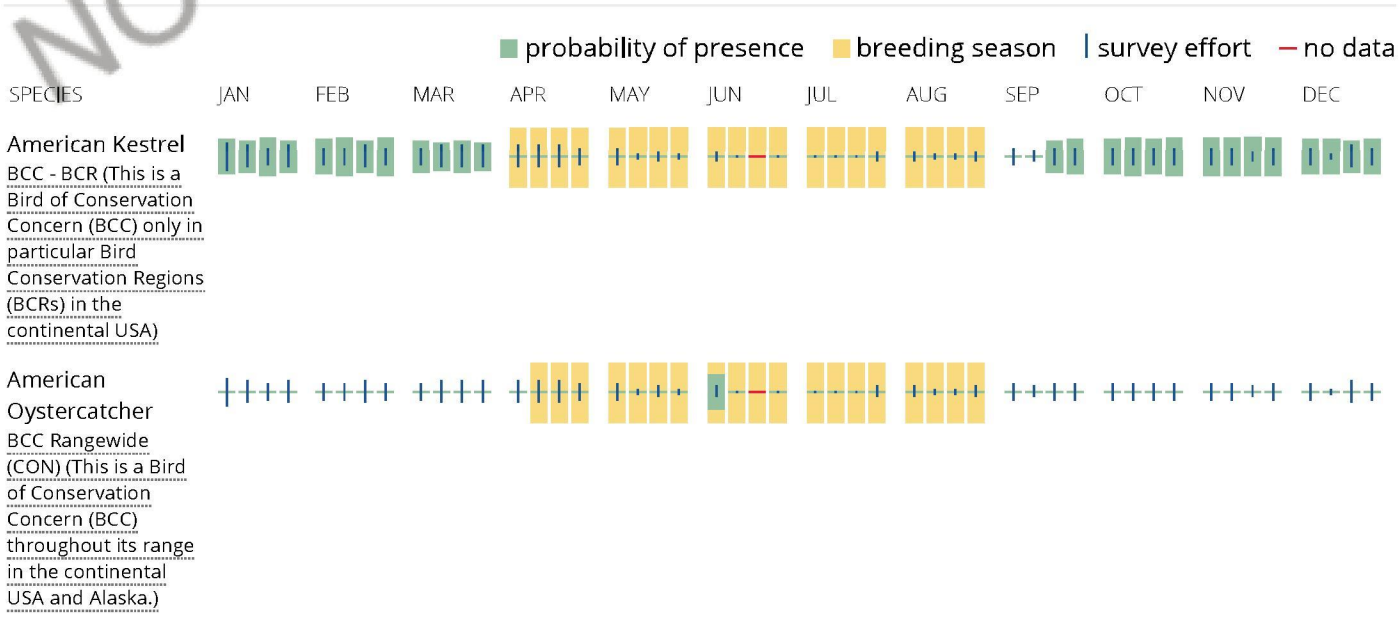
Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

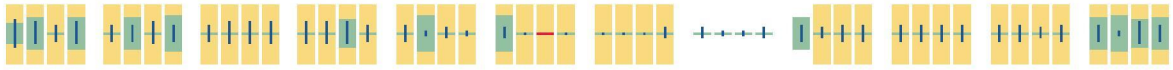
No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

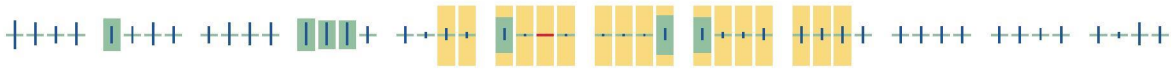
NOT FOR CONSULTATION



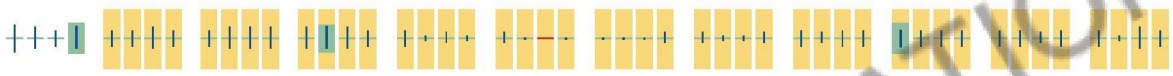
Bald Eagle
Non-BCC Vulnerable (This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.)



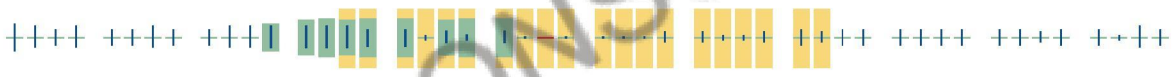
Black Skimmer
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)



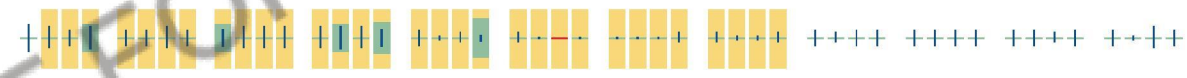
Common Ground-dove
BCC - BCR (This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA)



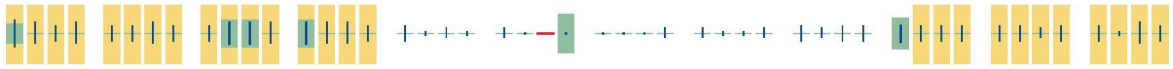
Least Tern
BCC - BCR (This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA)



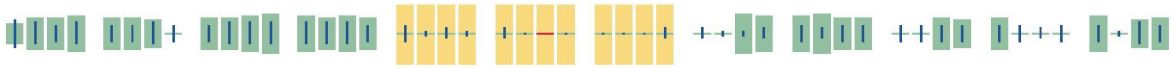
Limpkin
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)



Magnificent Frigatebird
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)



Prairie Warbler
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)



NOT FOR CONSULTATION



NOT FOR CONSULTATION

Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Conservation Measures describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. Additional measures and/or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the AKN Phenology Tool.

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets .

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: The Cornell Lab of Ornithology All About Birds Bird Guide, or (if you are unsuccessful in locating the bird of interest there), the Cornell Lab of Ornithology Neotropical Birds guide. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Eagle Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

NOT FOR CONSULTATION

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the Diving Bird Study and the nanotag studies or contact Caleb Spiegel or Pam Loring.

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

NOT FOR CONSULTATION

Marine mammals

Marine mammals are protected under the Marine Mammal Protection Act. Some are also protected under the Endangered Species Act[1] and the Convention on International Trade in Endangered Species of Wild Fauna and Flora[2].

The responsibilities for the protection, conservation, and management of marine mammals are shared by the U.S. Fish and Wildlife Service [responsible for otters, walruses, polar bears, manatees, and dugongs] and NOAA Fisheries[3] [responsible for seals, sea lions, whales, dolphins, and porpoises]. Marine mammals under the responsibility of NOAA Fisheries are **not** shown on this list; for additional information on those species please visit the Marine Mammals page of the NOAA Fisheries website.

The Marine Mammal Protection Act prohibits the take (to harass, hunt, capture, kill, or attempt to harass, hunt, capture or kill) of marine mammals and further coordination may be necessary for project evaluation. Please contact the U.S. Fish and Wildlife Service Field Office shown.

1. The Endangered Species Act (ESA) of 1973.
2. The Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) is a treaty to ensure that international trade in plants and animals does not threaten their survival in the wild.
3. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following marine mammals under the responsibility of the U.S. Fish and Wildlife Service are potentially affected by activities in this location:

NAME

West Indian Manatee *Trichechus manatus*
https://ecos.fws.gov/ecp/species/4469

NOT FOR CONSULTATION

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

WETLAND INFORMATION IS NOT AVAILABLE AT THIS TIME

This can happen when the National Wetlands Inventory (NWI) map service is unavailable, or for very large projects that intersect many wetland areas. Try again, or visit the NWI map to view wetlands at this location.

NOT FOR CONSULTATION

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal,

state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

NOT FOR CONSULTATION



Tree #	Species Name	Common Name	DBH in inches
1	*Quercus virginiana*	Live Oak	10
2	*Quercus virginiana*	Live Oak	11
3	*Quercus virginiana*	Live Oak	13
4	*Quercus virginiana*	Live Oak	6
5	*Quercus virginiana*	Live Oak	5
6	*Juniperus silicicola*	Southern Redcedar	6.5
7	*Juniperus silicicola*	Southern Redcedar	4.5
8	*Juniperus silicicola*	Southern Redcedar	6
9	*Juniperus silicicola*	Southern Redcedar	5.5
10	*Juniperus silicicola*	Southern Redcedar	4.5
11	*Juniperus silicicola*	Southern Redcedar	5.5
12	*Juniperus silicicola*	Southern Redcedar	4.5
13	*Quercus laurifolia*	Laurel Oak	10.5
14	*Juniperus silicicola*	Southern Redcedar	5
15	*Quercus laurifolia*	Laurel Oak	11.5
16	*Quercus laurifolia*	Laurel Oak	15
17	*Juniperus silicicola*	Southern Redcedar	4.5
18	*Juniperus silicicola*	Southern Redcedar	5.5
19	*Juniperus silicicola*	Southern Redcedar	5
20	*Juniperus silicicola*	Southern Redcedar	5
21	*Juniperus silicicola*	Southern Redcedar	4.5
22	*Juniperus silicicola*	Southern Redcedar	5
23	*Juniperus silicicola*	Southern Redcedar	5
24	*Juniperus silicicola*	Southern Redcedar	5
25	*Juniperus silicicola*	Southern Redcedar	6
26	*Juniperus silicicola*	Southern Redcedar	7
27	*Juniperus silicicola*	Southern Redcedar	6
28	*Quercus laurifolia*	Laurel Oak	12
29	*Juniperus silicicola*	Southern Redcedar	5
30	*Quercus laurifolia*	Laurel Oak	11
31	*Juniperus silicicola*	Southern Redcedar	5
32	*Juniperus silicicola*	Southern Redcedar	5
33	*Quercus laurifolia*	Laurel Oak	15
34	*Quercus laurifolia*	Laurel Oak	13
35	*Juniperus silicicola*	Southern Redcedar	5
36	*Juniperus silicicola*	Southern Redcedar	10
37	*Juniperus silicicola*	Southern Redcedar	6
38	*Quercus laurifolia*	Laurel Oak	14
39	*Ficus aurea*	Strangler Fig	8
		Total	291.5

CENTRAL PARKWAY STORAGE TREE INVENTORY 02-2020

0 80
SCALE IN FEET

NOTE: The native tree information presented in for the sole use of project landscape architect for site planning and tree mitigation purposes. It is NOT to be provided to any government agency as a finished product unless authorized by a representative of EW Consultants, Inc. This information does not represent a survey.

MARTIN COUNTY AERIALS
DATED 2019


CLAREN
ARCHITECTURE + DESIGN
BLUE ROCK
RENDERING · ANIMATION


CLAREN
ARCHITECTURE + DESIGN
BLUE ROCK
RENDERING · ANIMATION


CLAREN
ARCHITECTURE + DESIGN
BLUE ROCK
RENDERING • ANIMATION


O'LAREN
BLUE ROCK
RENDERING · ANIMATION


CLAREN
ARCHITECTURE + DESIGN
BLUE ROCK
RENDERING · ANIMATION


CLAREN
BLUE ROCK
RENDERING+ANIMATION


CLAREN
ARCHITECTURE + DESIGN
BLUE ROCK
RENDERING · ANIMATION


CLAREN
BLUE ROCK
RENDERING · ANIMATION


CLAREN
Architecture + Design
Google Earth
BLUE ROCK
RENDERING + ANIMATION

BLUE ROCK
RENDERING + ANIMATION
CLAREN
ARCHITECTURE + DESIGN

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

AFFIDAVIT ATTESTING TO NOTIFICATION

Farrell Building Company (Applicant/ Contract Purchaser) CSEC Holdings LLC (Property Owner) being first duly sworn, depose(s) and say(s):

That we the owners of the following described property which constitutes the location for which notification is required:

Address **SE Central Parkway, Stuart PCN: 09-38-41-000-000-00530-4**

That a copy of the notice was sent by U.S. Mail on **1-26-2021** to the property owners within 300 feet of the subject property.

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

That a photograph showing the placement of the notification sign(s) shall be made a part of this Affidavit.

SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

SWORN TO AND SUBSCRIBED before me this 26 day of January, 2021.

NOTARY PUBLIC/STATE OF FLORIDA:

My Commission Expires: 3/15/2023

NICOLE MULLINGS-SQUIRE
Notary Public - State of Florida
Commission # GG 294791
My Comm. Expires Mar 15, 2023

Notice to Surrounding Property Owners

Subject:	**Notice of Public Hearings Before:** **The City of Stuart Local Planning Agency and City Commission**
Petitioner:	**Farrell Building Company (Applicant/ Contract Purchaser)** **CSEC Holdings LLC (Property Owner)**
Parcel ID #:	**09-38-41-000-000-00530-4**
Address of Property:	**SE Central Parkway, Stuart (see enclosed location map)**
Proposed Request:	**The applicant is requesting to amend the Residential Planned Unit Development 'RPUD' for a 6.6-acre parcel allowing for the approval of 196 apartment units.**

Dear Property Owner:

Please be advised that the City of Stuart will conduct public hearings before the Local Planning Agency and the First Reading before the City Commission on the dates and time as listed below:

City of Stuart Local Planning Agency on **Thursday, February 11, 2021 at 5:30 P.M.** and the City Commission on **Monday, March 8, 2021 at 4:00 P.M.** to consider the above request.

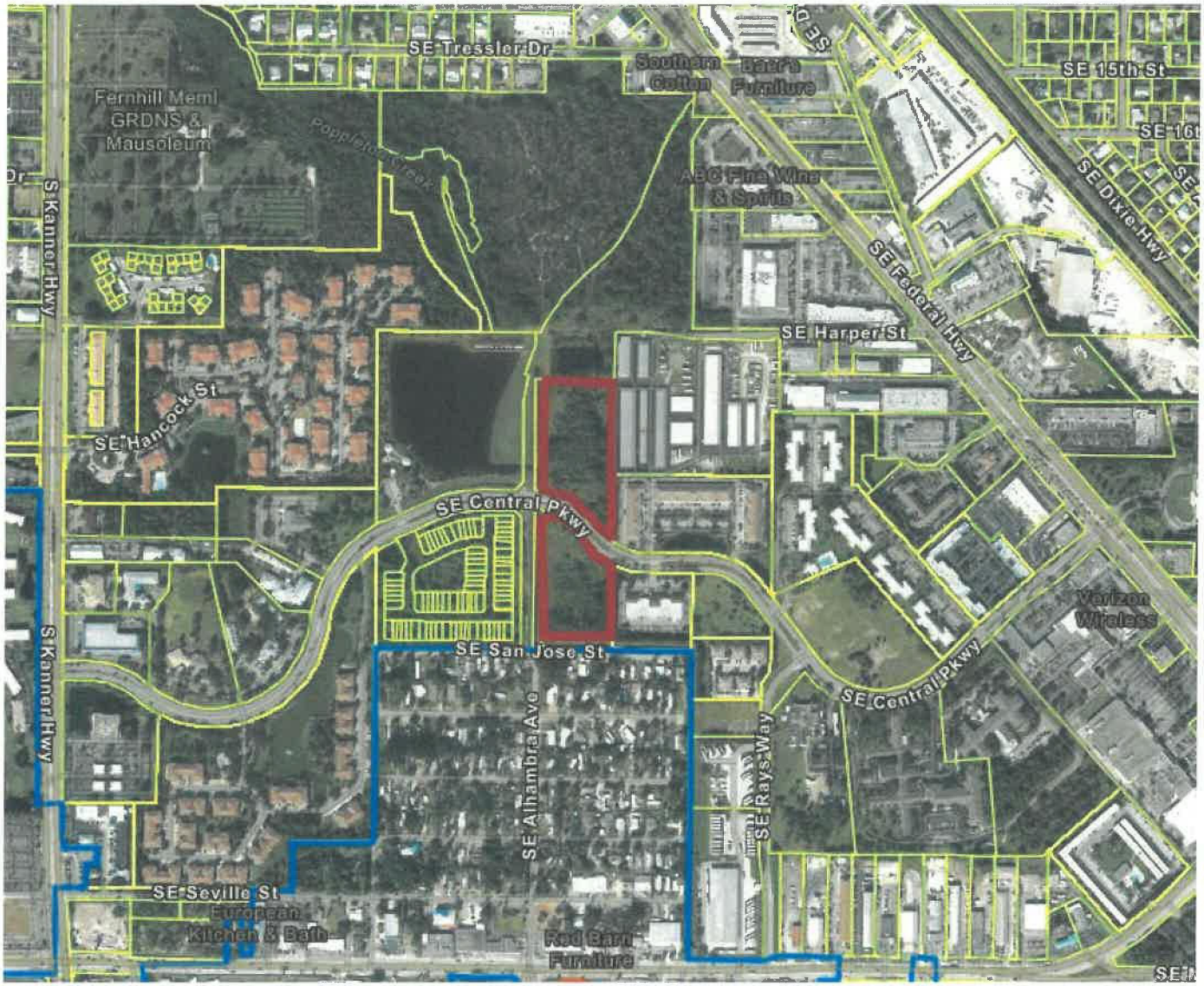
The public hearing will take place in the Stuart City Hall Commission Chambers, located at 121 S. W. Flagler Avenue in Stuart.

All interested parties and citizens may appear and be heard as to any and all matters pertinent to the request. A copy of the application is available for inspection at the Office of the City Development Department located at 121 S.W. Flagler Avenue in Stuart. If you have any questions regarding this notice, please feel free to call the City's Senior Planner, Tom Reetz at (772) 600-1284, M-F 8:30 A.M. – 5:00 P.M.

Tom Reetz

Thomas J. Reetz
Senior Planner
Development Department, City of Stuart
Treetz@ci.stuart.fl.us

Location Map



Martin County Property Appraiser
Laurel Kelly, CFA

Main Office
1111 SE Federal Highway
Suite 330
Stuart, Florida 34994
Phone: (772) 288-5608
Fax: (772) 221-1346

Hobe Sound Annex
11726 SE Federal Hwy
Island Crossings Center
Hobe Sound, Florida 33455
Phone: (772) 546-1309
Fax: (772) 546-3287

Notice

Rev. 06/2020

Public information data is furnished by the Martin County Property Appraiser's office, and must be accepted and used by the recipient with the understanding that this office makes no warranties, expressed or implied, as to the correctness, accuracy, reliability, completeness, usefulness, suitability and/or timeliness of information or links herein.

This data is not certified. This data does not include any owners who qualify for confidentiality pursuant to FS 119.071 & 493.6122. This office assumes no liability associated with the use or misuse of such data.

Note that search results may not be complete due to public records exemptions. If compiling a results for legal notice, a complete list is required. For assistance with missing parcel owner information, please contact the Martin County Property Appraiser's Office at 772-288-5608.

The address labels are formatted for 1" x 2 5/8" labels. 3 across by 10 down. Compatible with Avery 5160.

DDZM PARTNERS LLC
645 SE CENTRAL PKY
STUART FL 34994

DDZM PARTNERS LLC
645 SE CENTRAL PKY
STUART FL 34994

DESIGN BLIND AND DRAPERY SERVICE INC
549 SE CENTRAL PKY #212
STUART FL 34994

DESIGN BLIND AND DRAPERY SERVICE INC
549 SE CENTRAL PKY #212
STUART FL 34994

DESIGN BLIND-DRAPERY SERVICE INC
549 SE CENTRAL PKY #212
STUART FL 34994

DEWITTE, PATRICK J
13555 150TH LN N
JUPITER FL 33478

DIVERSIFIED THERAPEUTICS INC
613 SE CENTRAL PKY
STUART FL 34994

DIVERSIFIED THERAPEUTICS INC
613 SE CENTRAL PKY
STUART FL 34994

ENDRISS, JEFFREY W & CAREN J
595 SW SALERNO RD
STUART FL 34997

FIGUEROA CHARLES
396 SE SAN JOSE ST
STUART FL 34994

GIBBS, DAMASCUS W
506 SE SAN JOSE ST
STUART FL 34997

GSW ENTERPRISES LLC
553 SE CENTRAL PKY
STUART FL 34994

GSW ENTERPRISES LLC
553 SE CENTRAL PKY
STUART FL 34994

GSW ENTERPRISES LLC
553 SE CENTRAL PKY
STUART FL 34994

GUTIERREZ DE LEON JORGE ARTUROORTIZ GREGORIA PEREZ
486 SE SAN JOSE ST
STUART FL 34994

HILL DAVID E & VIRGINIA LANE
PO BOX 3150
STUART FL 34995

HUTCHINSON BONNIE JO
1309 SE 9TH ST
STUART FL 34996

ISADORE WILLIAM A & MARJORIE
1189 SW FOX DEN WAY
PALM CITY FL 34990

JOC PARTNERS LLC
626 SE CENTRAL PKY
STUART FL 34994

KABINOFF GARY
665 SE CENTRAL PKY
STUART FL 34994

KAZDIN PROPERTIES LLC
PO BOX 2472
PALM CITY FL 34991

LAND TRUST NO THREE
745 SE MONTEREY RD
STUART FL 34994

LEE JIMMY C & SHIRLEY S
3449 SW SAWGRASS VILLAS DR
PALM CITY FL 34990

LEGATONA LLC
19 NE LOFTING WAY
STUART FL 34996

LEGATONA LLC
19 NE LOFTING WAY
STUART FL 34996

MARTIN COUNTY
2401 SE MONTEREY RD
STUART FL 34996

MARTIN COUNTY
2401 SE MONTEREY RD
STUART FL 34996

MARTIN COUNTY
2401 SE MONTEREY RD
STUART FL 34996

MCTEAGUE, MICHAEL H & JENNIFER
5591 SE REEF WAY
STUART FL 34997

MERITAGE HOMES OF FLORIDA INC
8800 E RAINTREE DR #300
SCOTTSDALE AZ 85260

VALDEZ FEDERICO & GABRIELA
2135 ALHAMBRA AVE
STUART FL 34994

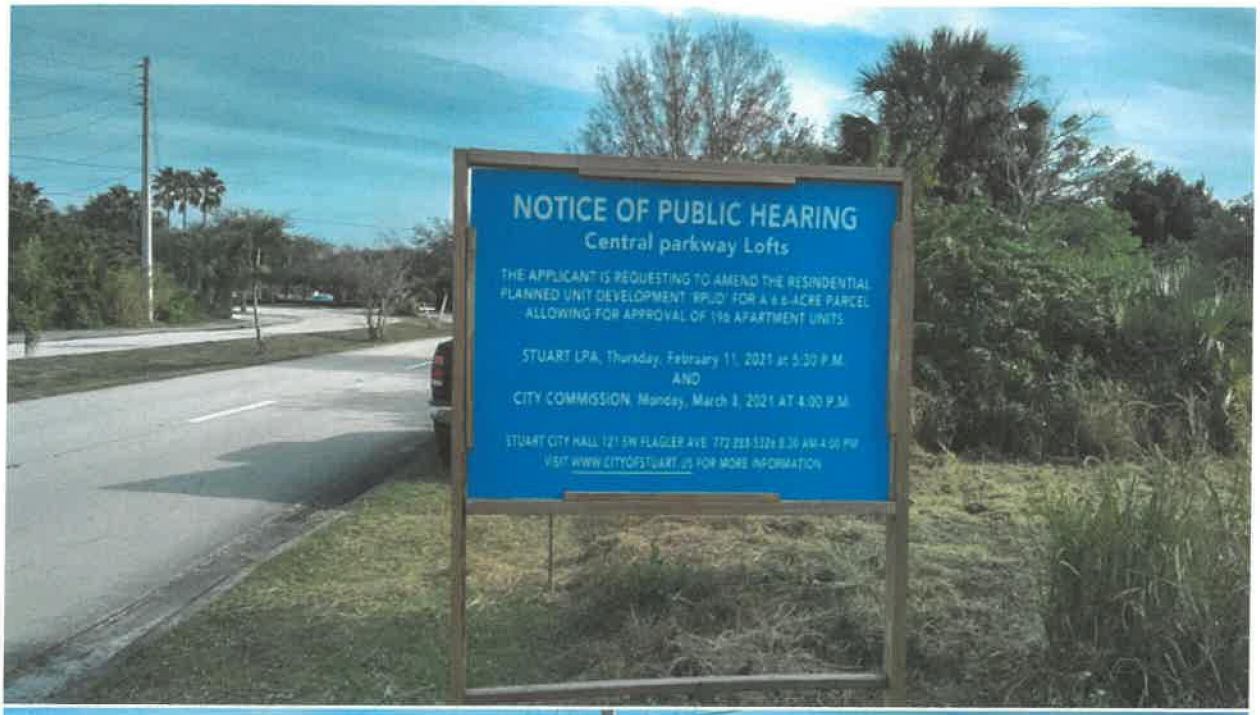
VALDEZ-HIDAGO, ANTONIOVALDEZ, MARIA
ADOLFINA AGUIRRE
497 SE TEJON ST
STUART FL 34994

VWV PROPERTY LLC
556 SPRING CREEK RD
GROVETOWN GA 30813

WOJNO TERESA
5799 NE ISLAND COVE WAY #1103
STUART FL 34996

YANEZ, INOCENTE & MARIA
406 SE SAN JOSE ST
STUART FL 34994

YOST, DANIEL L & GENELLE Z
2204 RIVER HAMMOCK LN
FT PIERCE FL 34981


NOTICE OF PUBLIC HEARING
Central parkway Lofts
THE APPLICANT IS REQUESTING TO AMEND THE RESINDENTIAL PLANNED UNIT DEVELOPMENT 'RPUD' FOR A 6.6-ACRE PARCEL ALLOWING FOR APPROVAL OF 196 APARTMENT UNITS.
STUART LPA, Thursday, February 11, 2021 at 5:30 P.M.
AND
CITY COMMISSION, Monday, March 8, 2021 AT 4:00 P.M.
STUART CITY HALL 121 SW FLAGLER AVE. 772-288-5326 8:30 AM-4:00 PM
VISIT WWW.CITYOFSTUART.US FOR MORE INFORMATION


NOTICE OF PUBLIC HEARING
Central parkway Lofts
THE APPLICANT IS REQUESTING TO AMEND THE RESINDENTIAL PLANNED UNIT DEVELOPMENT 'RPUD' FOR A 6.6-ACRE PARCEL ALLOWING FOR APPROVAL OF 196 APARTMENT UNITS.
STUART LPA, Thursday, February 11, 2021 at 5:30 P.M.
AND
CITY COMMISSION, Monday, March 8, 2021 AT 4:00 P.M.
STUART CITY HALL 121 SW FLAGLER AVE. 772-288-5326 8:30 AM-4:00 PM
VISIT WWW.CITYOFSTUART.US FOR MORE INFORMATION

DAILY LAW JOURNAL

divorce

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY; FLORIDA
Case No.: 502020DR003073XXXX-MB
Division FA
Cherline Homere,
Petitioner,
and
Rea Brandon,
Respondent,

NOTICE OF ACTION FOR DISSOLUTION OF MARRIAGE (NO CHILD OR FINANCIAL SUPPORT)

TO: Rea Brandon
Respondent's last known address:
715 FM 1959 Road, Apt. 503, Houston, Texas 77034-5476
YOU ARE NOTIFIED that an action for dissolution of marriage has been filed against you and that you are required to serve a copy of your written defenses, if any, to it on Cherline Homere, Care of Counsel of Record Alexander J. Kranz, Esq., Kranz Law Firm, P.A. whose address is 2560 RCA Boulevard, Suite 115, Palm Beach Gardens, Florida 33410 on or before 04-26-2021, and file the original with the clerk of this Court at 205 North Dixie Highway, West Palm Beach, Florida 33401 before service on Petitioner or immediately thereafter. If you fail to do so, a default may be entered against you for the relief demanded in the petition.
Copies of all court documents in this case, including orders, are available at the Clerk of the Circuit Court's office. You may review these documents upon request.
You must keep the Clerk of the Circuit Court's office notified of your current address. (You may file Designation of Current Mailing and E-Mail Address, Florida Supreme Court Approved Family Law Form 12.915.) Future papers in this lawsuit will be mailed or e-mailed to the addresses on record at the clerk's office.
WARNING: Rule 12.285, Florida Family law Rules of Procedure, requires certain automatic disclosure of documents and information. Failure to comply can result in sanctions, including dismissal or striking of pleadings.
Dated: 3/17/2021
Joseph Abruzzo
Clerk of the Circuit Court
By: Vicki Brooks
Deputy Clerk
3-25, 4-1, 4-8, 4-15/2021
0000631609-01

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY; FLORIDA
Case No.: 502020DR004861XXXXMB
Division FC
Althia Rolle,
Petitioner,
and
Herold Leger,
Respondent,

NOTICE OF ACTION FOR DISSOLUTION OF MARRIAGE

TO: Herold Leger
Respondent's last known address:
Unknown
YOU ARE NOTIFIED that an action for dissolution of marriage has been filed against you and that you are required to serve a copy of your written defenses, if any, to it on Althia Rolle whose address is 6070 Wauconda Way E, Lake Worth, FL 33463 on or before 05-03-2021, and file the original with the clerk of this Court at 205 North Dixie Highway, Rm 322 West Palm Beach, Florida 33401 before service on Petitioner or immediately thereafter. If you fail to do so, a default may be entered against you for the relief demanded in the petition.
Copies of all court documents in this case, including orders, are available at the Clerk of the Circuit Court's office. You may review these documents upon request.
You must keep the Clerk of the Circuit Court's office notified of your current address. (You may file Designation of Current Mailing and E-Mail Address, Florida Supreme Court Approved Family Law Form 12.915.) Future papers in this lawsuit will be mailed or e-mailed to the addresses on record at the clerk's office.
WARNING: Rule 12.285, Florida Family law Rules of Procedure, requires certain automatic disclosure of documents and information. Failure to comply can result in sanctions, including dismissal or striking of pleadings.
Dated: 3/25/2021
Joseph Abruzzo
Clerk of the Circuit Court
By: Cindy Mccardel
Deputy Clerk
4-1, 4-8, 4-15, 4-22/2021
0000632948-01

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY; FLORIDA
Case No.: 502020DR008070XXXXMB
Division FA
Gustavo Gonzalez Alvarez,
Petitioner,
and
Amanda E. Vieira Argaez,
Respondent,

NOTICE OF ACTION FOR DISSOLUTION OF MARRIAGE (NO CHILD OR FINANCIAL SUPPORT)

TO: Amanda E. Vieira Argaez
Respondent's last known address:
Unknown, deported to Columbia
YOU ARE NOTIFIED that an action for dissolution of marriage has been filed against you and that you are required to serve a copy of your written defenses, if any, to it on Gustavo Gonzalez Alvarez whose address is 506 Davis Road, Apt. 70, Palm Springs, FL 33461 on or before 05-02-2021, and file the original with the clerk of this Court at 205 North Dixie Highway, Rm 322 West Palm Beach, Florida 33401 before service on Petitioner or immediately thereafter. If you fail to do so, a default may be entered against you for the relief demanded in the petition.
Copies of all court documents in this case, including orders, are available at the Clerk of the Circuit Court's office. You may review these documents upon request.
You must keep the Clerk of the Circuit Court's office notified of your current address. (You may file Designation of Current Mailing and E-Mail Address, Florida Supreme Court Approved Family Law Form 12.915.) Future papers in this lawsuit will be mailed or e-mailed to the addresses on record at the clerk's office.
WARNING: Rule 12.285, Florida Family law Rules of Procedure, requires certain automatic disclosure of documents and information. Failure to comply can result in sanctions, including dismissal or striking of pleadings.
Dated: 3/25/2021
Joseph Abruzzo
Clerk of the Circuit Court
By: Nicole M Tusa
Deputy Clerk
4-1, 4-8, 4-15, 4-22/2021
0000632956-01

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY; FLORIDA
Case No.: 502021DR002241XXXXMB
Division FD
Pierre W. Belizaire,
Petitioner,
and
Marie Satine Joseph,
Respondent,

NOTICE OF ACTION FOR DISSOLUTION OF MARRIAGE (NO CHILD OR FINANCIAL SUPPORT)

TO: Marie Satine Joseph
Respondent's last known address:
Unknown, Haiti
YOU ARE NOTIFIED that an action for dissolution of marriage has been filed against you and that you are required to serve a copy of your written defenses, if any, to it on Pierre W. Belizaire whose address is PO Box 5841, Lake Worth, FL 33466 on or before 04-26-2021, and file the original with the clerk of this Court at 205 North Dixie Highway, Room 3.22, West Palm Beach, Florida 33401 before service on Petitioner or immediately thereafter. If you fail to do so, a default may be entered against you for the relief demanded in the petition.
Copies of all court documents in this case, including orders, are available at the Clerk of the Circuit Court's office. You may review these documents upon request.
You must keep the Clerk of the Circuit Court's office notified of your current address. (You may file Designation of Current Mailing and E-Mail Address, Florida Supreme Court Approved Family Law Form 12.915.) Future papers in this lawsuit will be mailed or e-mailed to the addresses on record at the clerk's office.
WARNING: Rule 12.285, Florida Family law Rules of Procedure, requires certain automatic disclosure of documents and information. Failure to comply can result in sanctions, including dismissal or striking of pleadings.
Dated: 3/25/2021
Joseph Abruzzo
Clerk of the Circuit Court
By: Fay Tuckler
Deputy Clerk
4-1, 4-8, 4-15, 4-22/2021
0000632958-01

fictitious name

NOTICE UNDER FICTITIOUS NAME LAW PURSUANT TO SECTION 865.09, FLORIDA STATUTES
NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the fictitious name of SHIPMAN with a mailing address of Shipman & Goodwin LLP, One Constitution Plaza, Hartford, CT 06103-1919, and a principal office located in Palm Beach County, intends to register the said name with the FL Dept. of State, Div. of Corps., Tallahassee, FL.
Owner: Shipman & Goodman LLP
4-1/2021
0000633768-01

Notice Under Fictitious Name Law Pursuant to Section 865.09 Florida Statutes NOTICE IS HEREBY GIVEN that the undersigned desiring to engage in business under the fictitious name of Weltchek Writes located at 100 Sunrise Avenue, Apt. 519 in the County of PALM BEACH in the City of Palm Beach Florida 33480 intends to register the said name with the Division of Corporations of the Florida Department of State Tallahassee Florida. Dated at West Palm Beach Florida this 30th day of March, 2021.
Nancy Weltchek
4-1/2021
0000633701-01

Notice Under Fictitious Name Law Pursuant to Section 865.09 Florida Statutes NOTICE IS HEREBY GIVEN that the undersigned desiring to engage in business under the fictitious name of PALAPA EXPRESS located at 6456 Aspen Glen Circle in the County of PALM BEACH in the City of Boynton Beach, Florida 33437 intends to register the said name with the Division of Corporations of the Florida Department of State Tallahassee Florida. Dated at West Palm Beach Florida this 30th day of March, 2021.
David Pollock
4-1/2021
0000633627-01

notice to bid

REQUEST FOR PROPOSALS (RFP) EXTERNAL AUDIT SERVICES RFP NO.: 21-206/PA

The Solid Waste Authority of Palm Beach County ("Authority") requests interested parties to submit PROPOSALS for the purpose of selecting a qualified Certified Public Accounting (CPA) firm to perform annual examinations of financial statements for a period of three (3) fiscal years with an option to review for three additional years. RFP TITLE: EXTERNAL AUDIT SERVICES, RFP No. 21-206/PA.

A Virtual Non-Mandatory PRE-PROPOSAL CONFERENCE will be held on APRIL 6, 2021 AT 10:30AM, local time, open to all interested parties. Information to access meeting to be forthcoming. ATTENDANCE IS STRONGLY ENCOURAGED.

The AUTHORITY has transitioned to an E-Procurement system through Negometrix in order to obtain proposals electronically. Interested parties may obtain RFP documents by downloading from the AUTHORITY's website at **www.swa.org** through Negometrix. Sealed PROPOSALS must be received by the AUTHORITY no later than 2:00 pm, APRIL 22, 2021 through Negometrix. If you are new to Negometrix, please register your company for access to this and other solicitation opportunities.

Any additional information, contact Patricia Armstrong, Assistant Procurement Manager via e-mail at: **parmstrong@swa.org**

*****SBE-M/WBE firms are encouraged to participate*****
4-1, 4-2, 4-3/2021
0000633686-01

notice to creditor

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION
File No. 502021CP000224XXXXNB
Division IH
IN RE: ESTATE OF
AMIRA SMALL,
Deceased.

NOTICE TO CREDITORS

The administration of the estate of AMIRA SMALL, deceased, whose date of death was January 23, 2020, is pending in the Circuit Court for PALM BEACH County, Florida, Probate Division, the address of which is 200 West Atlantic Avenue, Delray Beach, FL 33444 The names and addresses of the petitioner and the petitioner's attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN THE LATER OF 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The date of first publication of this notice is April 1, 2021.
Attorney for Personal Representative:
ALAN B. COHN, ESQ.
Attorney for Petitioner
Florida Bar Number: 434698
COHNSPOON MARDER LLP
200 East Broward Blvd, Suite 1800
Fort Lauderdale, FL 33301
Telephone: (954) 491-1120
Fax: (954) 333-4202
E-Mail: alan.cohn@gmlaw.com
Secondary E-Mail: liz.lebin@gmlaw.com
Personal Representative:
Margot B. Small,
Personal Representative
4-1, 4-8/2021
0000633617-01

IN THE CIRCUIT COURT FOR ST. LUCIE COUNTY, FLORIDA
PROBATE DIVISION
File No. 56-2021-CP-000287-XXXX-HC
Division
IN RE: ESTATE OF
DONALD O. BARLOW, JR.,
Deceased.

NOTICE TO CREDITORS

The administration of the Estate of Donald O. Barlow, Jr., deceased, whose date of death was January, 18, 2021, is pending in the Circuit Court For St. Lucie County, Florida, Probate Division, the address of which is 218 S. 2nd Street, Fort Pierce, FL 34950. The names and addresses of the personal representative and the personal representative's attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate must file a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The date of first publication of this notice is April 1, 2021.
Attorney for Personal Representative:
Melissa D. Lazarchick, Attorney
Florida Bar Number: 043696
JOSEPH C. KEMPE, P.A.
941 N. Highway A1A
Jupiter, FL 33477
Telephone: (561) 747-7300
Fax: (561) 747-7722
E-Mail: mlazarchick@jckempe.com
Secondary E-Mail:
dbaummier@jckempe.com
Personal Representative:
Shelly L. Goettee
c/o JOSEPH KEMPE, P.A.
941 N. Highway A1A
Jupiter, FL 33477
4-1, 4-8/2021
0000633698-01

public auction

NOTICE OF PUBLIC SALE:
CITY TOWING, INC. gives notice the following vehicle(s) will be sold at public auction free of all prior liens on 04/15/2021 at 8:00 AM at 880 NW 1ST AVE BOCA RATON, FL 33432, pursuant to subsection 713.78 of the Florida Statutes. The sale is, cash only.
WBANV93509C133661 2009 BMW
4-1/2021
0000632626-01

public hearing

CITY OF WESTLAKE
NOTICE OF
QUASI-JUDICIAL PUBLIC HEARING
VARIANCE REQUEST 2021-01

NOTICE IS HEREBY GIVEN that the City of Westlake Planning and Zoning Board will conduct a QUASI-JUDICIAL PUBLIC HEARING, Monday, April 12, 2021 at 6:00 p.m., or as soon thereafter as possible at the Westlake Community Center/City Council Chambers, 4005 Seminole Pratt Whitney Road, Westlake, Florida, 33470.

The purpose of this hearing is to receive public input on Variance Request 2021-01 requested by Minto PBLH, LLC of the property located at 5075 Seminole Pratt Whitney Road, Westlake, Florida 33470. The applicant is seeking approval of a variance to allow eighty (80) percent dead end streets where the Interim Unified Land Development Code allows a maximum of twenty (20) percent dead end streets; Granting the applicant relief from Article 3, 2.A.2.a. Dead End Streets.

NOTICE IS FURTHER GIVEN that this is an OPEN MEETING that the public may view meeting proceedings through electronic or telephonic means as follows:

1. Join the WebEx meeting from your computer, tablet, or smartphone at the following link:
https://cityofwestlake.my.webex.com/
Meeting ID: 132 823 9517
Password: hello
2. Participants may also dial in using your phone with any of the following number(s):
United States Toll: +1-408-418-9388
Meeting ID: 132 823 9517

All documents pertaining to, are on file at the City of Westlake located at 4001 Seminole Pratt Whitney Road, and may be obtained by contacting the City Clerk by telephone (561) 530-5880, or email at **zburgess@westlakegov.com**

The meeting agenda may be downloaded from the City of Westlake's Official website at **westlakegov.com** or be requested from the City Clerk's Office when made available.

In accordance with the provisions of F.S. Section 286.0105, if any interested person wishes to appeal any decision made by the City Council with respect to any matter considered at this public hearing, such interested parties will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be based.

The City of Westlake complies with the provisions of the Americans with Disabilities Act. Individuals with disabilities requiring special accommodations or assistance should call the City of Westlake at (561) 530-5880 of such need no later than three (3) business days in advance.

Zoie Burgess, CMC
City Clerk, City of Westlake
4-1/2021
0000633615-01

public notice

CITY OF STUART
NOTICE OF PROPOSED ORDINANCE

NOTICE is hereby given as required by Chapter 166.041 Florida Statutes that the following Ordinance will be produced in writing and adopted at a meeting of the City Commission of the City of Stuart, at City Hall, 121 SW Flagler Avenue on April 12, 2021 at 4:00 p.m. A full copy of said Ordinance, entitled hereafter, may be inspected at the Office of the City Clerk during regular business hours from this date forward. All interested parties may attend said meeting and be heard or send comments to the office mentioned above.

ORDINANCE No. 2461-2021; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING A 6.65 ACRE PROPERTY CONSISTING OF TWO PARCELS OPPOSITE ONE ANOTHER ON S.E. CENTRAL PARKWAY APPROXIMATELY MIDWAY BETWEEN ITS INTERSECTIONS WITH S. KANNER HIGHWAY TO THE WEST AND U.S. HIGHWAY ONE TO THE EAST TO APPROVE A MAJOR AMENDMENT TO THE "CENTRAL PARK LOFTS (NORTH)" AND THE CENTRAL PARK LOFTS (SOUTH) RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD) CONSISTING OF ONE HUNDRED NINETY SIX (196) MULTI-FAMILY UNITS WITHIN FIVE (5) INDIVIDUAL FOUR-STORY APARTMENT BUILDINGS; WITH SAID LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT; DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Any person deciding to appeal any decision made by the Commission at the public hearing will need to ensure that a verbatim record of the proceedings is made. In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation for this meeting should contact the City's ADA coordinator at 288-5306 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

STUART CITY COMMISSION
Mary Kindel, City Clerk
4-1/2021
0000632509-01

NOTICE OF INTENT TO CONSIDER ORDINANCES

TO WHOM IT MAY CONCERN:

On Monday, April 12, 2021, at a regular meeting of the Town Commission of the Town of Jupiter Inlet Colony, Florida, commencing immediately following the Local Planning Agency Meeting at 7:00 p.m., at the Town Administration Building, 50 Colony Road, Jupiter Inlet Colony, FL 33469, the Town Commission shall consider the enactment of the following Ordinances:

Ordinance 02-2021

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER INLET COLONY, FLORIDA AMENDING APPENDIX A-ZONING CODE, ARTICLE I, GENERAL PROVISIONS, BY AMENDING SECTION 1. DEFINITIONS AND RULES OF CONSTRUCTION IN ORDER TO AMEND THE DEFINITION OF FLOOR AREA; BY AMENDING SECTION 3. AUTHORITY, TO REPEAL SAID SECTION IN ITS ENTIRETY AND BY ADOPTING A NEW SECTION 3. AUTHORITY. IN ORDER TO REFORMAT SAID SECTION; BY FURTHER AMENDING SECTION 3 TO PROVIDE THAT THE BUILDING AND ZONING COMMITTEE IS AUTHORIZED TO PERFORM AN IMPACT REVIEW AND ANALYSIS; PROVIDING FOR PURPOSE, APPLICABILITY, PROCEDURES, STANDARDS FOR REVIEW, DECISIONS AND APPEALS FOR IMPACT REVIEW ANALYSIS; BY REVISING THE NOTICE PROVISIONS TO NEIGHBORING PROPERTIES FOR PROPERTIES SEEKING DEVELOPMENT APPROVAL; PROVIDING AUTHORITY TO CODIFY; PROVIDING A CONFLICTS CLAUSE; A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

A full text of the above Ordinances may be inspected by the public at the Jupiter Inlet Colony Administration Building, 50 Colony Road, Jupiter Inlet Colony, Florida, Monday through Friday from 8:30 a.m. to 6:00 p.m. and all interested parties may appear at the above stated time and place and be heard with respect to the proposed Ordinance.

Kevin Lucas
Town Administrator
4-1/2021
0000632432-01

On April 30, 2021, Joy Fuller, ARNP, LLC d/b/a Shenandoah Medical Care located at 6234 S. Congress Ave Ste F-1, Lake Worth, Florida, 33463 will be permanently closing. Joy Fuller, APRN will no longer be affiliated with Providers Health Alliance, LLC. Established patients are welcome to continue care with Joy Fuller, APRN at Shenandoah Medical Care Center. To obtain a copy of your medical record, please call 1-561-619-9510.
4-1, 4-8, 4-15, 4-22/2021
0000633419-01

service by publication

NORTH CAROLINA
WILSON COUNTY
IN THE GENERAL
COURT OF JUSTICE
DISTRICT COURT DIVISION
FILE NO CVD 1820
JOSEPH WALKER JOHNSON
V.
MORGAN ELIZABETH WILSON
and MICHAEL VINCENT POLSELLI

NOTICE OF SERVICE OF PROCESS BY PUBLICATION

TO: MICHAEL VINCENT POLSELLI
ADDRESS BELIEVED TO BE: 47 SEAMANSHIP TRL, PALM COAST, FL
TAKE NOTICE that a Complaint has been filed on December 21, 2020 in the above-entitled cause. The nature of the relief being sought is as follows: CHILD CUSTODY
You are required to make answer to such Complaint no later than 40 days from the first publication date of this notice, and upon your failure to do so, the party seeking service against you will apply to the Court for the relief sought. In the event you do not respond to the Complaint, Plaintiff will apply to the Court for the relief sought.
This 25th day of March 2021
ERICCA S. FULGHUM
Attorney for Plaintiff
2514 Nash St.
Wilson, NC 27896
(252) 289-1160
3-25, 4-1, 4-8/2021
0000631744-01

court docket

FAMILY

502006DR010890XXXXSB - SB - DEPARTMENT OF REVENUE, vs FIGUEROA, LEE F, SUPPORT, atty: PICKETT, DONALD ANDREW

502008DR004339XXXXMB - MB - REAVES, SHAQUALLA O vs WALKER, TYRONE R, OTHER DOMESTIC RELATIONS

502011DR004302XXXXSB - SB - ESPINOZA, JOSE vs ESPINOZA, OLGA, DISSOLUTION, atty: KAMINER, LILLIAN ESQ

502011DR009791XXXXMB - MB - MOSES, NAYELY vs ESPINO, STEVEN, CHILD SUPPORT IV-D

502011DR013198XXXXMB - MB - HILL, CANDIE C vs DEVIVO, PAUL, REGISTRATION OF ORDER

502014DR011032XXXXSB - SB - LINEWEAVER, THERESE vs DAVIS, BRYAN JOHN, PATERNITY, atty: HARDING, TYLER WALKER

502015DR005220XXXXNB - NB - TORRES, EMMA vs TORRES, ILYA, DISSOLUTION, atty: ADAMS, GERALD W.

502016DR002349XXXXMB - MB - ARDINE, JOVAN vs PERKINS, ALEXANDER I, PATERNITY

502016DR002424XXXXNB - NB - ORR, COLLYN vs FEDE, JESSICA, PATERNITY, atty: CRIPPS, STEVEN

502016DR004180XXXXMB - MB - DOS SANTOS, MELINDA ANN vs DOS SANTOS, MARCEL, DISSOLUTION, atty: SPENCE, JACQUELINE LAVOIE

502016DR008226XXXXMB - MB - MARC, DARLYNE vs SYLVAIN, HENDY UFISA INITIATING NEW

502018DR002917XXXXMB - MB - GIACOPPO, SHAUNTE MARIA vs SMITH, OTIS NICKOLAS, UIFSA INITIATING NEW

502019DR006521XXXXWB - WB - CRESPO, JAVIER vs PETERSON, SHEREE, PATERNITY, atty: CRIPPS, STEVEN

502020DR000539XXXXMB - MB - BARTA, MELISSA MARIE vs BARTA, SHANE PRESTON, DISSOLUTION

502020DR002986XXXXMB - MB - KELEFAS, ELIZABETH LON vs KELEFAS, JUSTIN GARTH, UIFSA IV-D

502020DR008328XXXXMB - MB - CHARLES, RUDENS vs CHARLES, LOUISE M, DISSOLUTION

502020DR008631XXXXMB - MB - JACKSON, LEVY A vs VALLES GUTIERREZ, ETEL C, DISSOLUTION

502021DR000693XXXXNB - NB - RATNER, BETH ALISON vs FONTAINE, ROBERT ANDREW, DISSOLUTION

502021DR002351XXXXMB - MB - STERN, BRENNA vs HENDRICKS, RICHARD K, DISSOLUTION

502021DR002452XXXXWB - WB - LAWRENCE, EUGENE vs RILEY, LASHON, PATERNITY

502021DR002472XXXXNB - NB - CALDERON, SCOTT, ATHENA L vs SCOTT, GEORGE, DISSOLUTION

502021DR002479XXXXNB - NB - BARNES, KATHLEEN J vs BARNES, JOHN R, DISSOLUTION

502021DR002484XXXXNB - NB - BADIOLI, INDIRA PRINDLE vs BADIOLI, PIERANGELO, DISSOLUTION

502021DR002497XXXXWB - WB - HENRY, JESSICA NICOLATAE PETER, DISSOLUTION, atty: BAER, ROSS L.

502021DR002537XXXXNB - NB - FORTY, ALEXIS NYLA vs CABAN, JUAN, PATERNITY

502021DR002538XXXXNB - NB - HARRIS, LAMAR vs CLAYTON HARRIS, BEVERLY JEAN, DISSOLUTION

502021DR002539XXXXSB - SB - SANNAH, TANYA MICHELLE vs ,, NAME CHANGE

502021DR002540XXXXMB - MB - MAISONET, CRISTA Y vs MAISONET, DAVID A, DISSOLUTION

502021DR002541XXXXMB - MB - LOMBARDI, GIANNA LAHAINER vs LOMBARDI, GUIDO GUALTIERO, DISSOLUTION, atty: MCCOY, AMANDA KAYE

502021DR002541XXXXMB - MB - LOMBARDI, GIANNA LAHAINER vs LOMBARDI, GUIDO GUALTIERO, DISSOLUTION, atty: RUDOLPH, HOWARD MICHAEL

502021DR002543XXXXSB - SB - DIAB, MARK vs DIAB, SYLWIA, DISSOLUTION

502021DR002544XXXXNB - NB - SECONDARY, LLC, MARCELLA BARAO vs CALZADILLA, OSCAR JESUS, DISSOLUTION

502021DR002545XXXXSB - SB - DE BORDES, MA JANIFER vs DYKES, DALE KEVIN, DISSOLUTION

502021DR002546XXXXSB - SB - LEEDEN, WILLIAM vs LAYA, CHANTAL SIMPLIFIED DISSOLUTION

502021DR002548XXXXNB - NB - FIGUEROA, TRACI M vs FIGUEROA, BENJAMIN A, DISSOLUTION

502021DR002549XXXXNB - NB - GUALTIERO, DENISE vs DUBOV, CRAIG, DISSOLUTION, atty: ABIGAIL BEEBE

502021DR002550XXXXSB - SB - BENNETT, THEODORE vs PAYNE BENNETT AIMIE MARIE, DISSOLUTION, atty: DAVILA, LUIS ESQ

502021DR002552XXXXNB - NB - LOUIS, BRENDA vs JACKSON, CHRISTOPHER, DISSOLUTION

502021DR002553XXXXMB - MB - GONCALVES, EMANOELLE ROCHA vs WOMACK, JOSEPH RALPH MARCUM, DISSOLUTION

502021DR002554XXXXNB - NB - GUITEAU-PIERRE, CARLINE vs PIERRE, DAVID EDGARD, DISSOLUTION, atty: PARSONS, STEPHANIE

502021DR002556XXXXSB - SB - GASCON, ILSE A vs GASCON, GERARDO J, DISSOLUTION

502021DR002557XXXXSB - SB - BEYER, JULIE vs BEYER, KEITH, DISSOLUTION, atty: WEISS, SCOTT MICHAEL

502021DR002558XXXXSB - SB - SALLEE, MICHAEL JOHN PAUL vs SALLEE, HANNA ALEKSANDROVNA, SIMPLIFIED DISSOLUTION

502021DR002560XXXXMB - MB - BROUSSEAU, ROSE SEARS vs KLOCKE, MATTHEW, PATERNITY

502021DR002561XXXXMB - MB - NELSON, MARY PATRICIA vs NELSON, GREGORY LYNN, DISSOLUTION

502021DR002562XXXXNB - NB - CHISOLM, JOHN W vs WOMACK, BRANDI W, DISSOLUTION, atty: GEARHART, SHAWN CARL

502021DR002563XXXXSB - SB - ESPINOZA, TANIA RODRIGUEZ vs CORDERO, MICHAEL, DISSOLUTION

502021DR002565XXXXMB - MB - HARVY, LATASHA vs HERNANDEZ, ROMERO, 4J JUDICIAL CASE

502021DR002566XXXXMB - MB - SANTOS, LUIS vs TERRY, KARINA, PATERNITY

502021DR002567XXXXMB - MB - DIAZ, MELINDA vs ORTIZ PEREZ, LUIS MARTIN, DISSOLUTION

502021DR002569XXXXNB - NB - WHELAN, BAILEY vs WILLIAMS, MYKELTI, PATERNITY, atty: FARLEY, CHRISTINE B

502021DR002570XXXXNB - NB - HOANG, PHUONG T vs JOO, JAIME, DISSOLUTION, atty: RICHARDSON, KEVIN F

502021DR002572XXXXSB - SB - CAMPO, VINCENT vs CAMPO, DEANNA, DISSOLUTION, atty: ROBERTS, JOSHUA

502021DR002573XXXXNB - NB - CHEREPY, JORDAN vs YONTEM, TANER, SIMPLIFIED DISSOLUTION

502021DR002574XXXXMB - MB - BOBO, SUNNY SISLER vs BOBO DOR, SONIA, SIMPLIFIED DISSOLUTION

502021DR002576XXXXSB - SB - MERZOUK, LAILA M vs TOUIKI, MASSAD, DISSOLUTION, atty: KOUSA, JONNY

502021DR002578XXXXSB - SB - GOMEZ, AMIR HUMBERTO vs ,, NAME CHANGE

502021DR002579XXXXSB - SB - HYACINTHE, MATHIEU vs TORRES, CLEYDI BERENIS, PATERNITY

502021DR002581XXXXSB - SB - TOPP, FRANK vs LAUN, JIAN LUIGI, CUSTODY (DOMESTIC RELATIONS)

502021DR002583XXXXNB - NB - BROWN, CORDELL vs BROWN, ERLINE, DISSOLUTION

501994DR009548UFFDMB - MB - SPAN, SHARON vs DENIAKIS, NICHOLAS, UIFSAURESA IV-D (LEGACY SYS), atty: THOMAS, JEFFREY FRANK ESQ

501998DR004518DIFCMB - MB - WARD, JENNIFER vs WARD, FREDERICK J, DISSOLUTION

PROBATE

502021CP001356XXXXSB - SB - RHONDA L RODMAN

502021CP001288XXXXSB - SB - JOHN GEORGE

502021CP001149XXXXSB - SB - DENISE BARBER

502020CP004487XXXXNB - NB - RACHANA LAKSHMAN

502017CP001883XXXXNB - NB - TRENCE FREEMAN

502020CP002766XXXXMB - MB - JONATHAN FEINN

court docket

502020CP002720XXXXNB - NB - MARJORIE TSANG

502020CP000513XXXXNB - NB - LEONARD ALLEN CAREY

502021CP001238XXXXMB - MB - JOYCE ELMORE

502021CP001115XXXXMB - MB - KARLA BARRETT KEGOLS

502021CP001378XXXXMB - MB - RHONDA COHEN

502021CP001332XXXXMB - MB - ARNOLD KIRSCH

502021CP001500XXXXNB - NB - BONNIE NASSO

GENERAL JURISDICTION

502021CA004011XXXXMB - MB - HANNAH, ALFRED vs ALFONSO PEREZ, SARAY, AUTO NEGLIGENCE, atty: GIBBONS, E LYNN

502021CA004012XXXXMB - MB - DISCOVER BANK, vs THEODORE, DOONAUTH, CONTRACT & DEBT, atty: JACOBSON, ADAM

502021CA004013XXXXMB - MB - SWIFT, CYNTHIA vs EDISON INSURANCE COMPANY,, INSURANCE CLAIM

502021CA004014XXXXMB - MB - ROBINSON, JACQUELINE vs ALFONSO PEREZ, SARAY AUTO NEGLIGENCE, atty: GIBBONS, E LYNN

502021CA004015XXXXMB - MB - BREUER, GEORGIANNA vs HENAO, GUSTAVO, AUTO NEGLIGENCE, atty: SWIFT, TRENT

502021CA004015XXXXMB - MB - BREUER, GEORGIANNA vs NUNEZ, KENNETH, AUTO NEGLIGENCE, atty: SWIFT, TRENT

502021CA004017XXXXMB - MB - COUGHANOUR, JEFFREY vs STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,, AUTO NEGLIGENCE, atty: GROGAN, BROOKE

502021CA004018XXXXMB - MB - PESCHL, CRAIG vs UNIVERSAL PROPERTY & CASUALTY INSURANCE COMPANY,, INSURANCE CLAIM, atty: TRUEN, MEREDITH ASHLEY

502021CA004019XXXXMB - MB - PETROFSKY, JOHN vs UNIVERSAL PROPERTY AND CASUALTY INSURANCE COMPANY,, INSURANCE CLAIM, atty: MINEO JR, PETER

502021CA004020XXXXMB - MB - SPANISH ISLES PROPERTY OWNERS ASSOCIATION INC, vs BANKERS INSURANCE COMPANY,, OTHER RP ACTIONS = < $50K, atty: SOLLOA, H. MICHAEL JR

502021CA004020XXXXMB - MB - SPANISH ISLES PROPERTY OWNERS ASSOCIATION INC, vs JP MORGAN CHASE BANK,, OTHER RP ACTIONS = < $50K, atty: SOLLOA, H. MICHAEL JR

502021CA004020XXXXMB - MB - SPANISH ISLES PROPERTY OWNERS ASSOCIATION INC, vs MONUSKI, GLADYS, OTHER RP ACTIONS = < $50K, atty: SOLLOA, H. MICHAEL JR

502021CA004020XXXXMB - MB - SPANISH ISLES PROPERTY OWNERS ASSOCIATION INC, vs OTAEGUI, JORGE, OTHER RP ACTIONS = < $50K, atty: SOLLOA, H. MICHAEL JR

502021CA004020XXXXMB - MB - SPANISH ISLES PROPERTY OWNERS ASSOCIATION INC, vs UNKNOWN SPOUSE OF GLADYS HENUSKI,, OTHER RP ACTIONS = < $50K, atty: SOLLOA, H. MICHAEL JR

502021CA004020XXXXMB - MB - SPANISH ISLES PROPERTY OWNERS ASSOCIATION INC, vs UNKNOWN SPOUSE OF JORGE OTAEGUI,, OTHER RP ACTIONS = < $50K, atty: SOLLOA, H. MICHAEL JR

502021CA004020XXXXMB - MB - SPANISH ISLES PROPERTY OWNERS ASSOCIATION INC, vs UNKNOWN TENANTS/OWNERS,, OTHER RP ACTIONS = < $50K, atty: SOLLOA, H. MICHAEL JR

502021CA004021XXXXMB - MB - JOSEPH, EPEDA vs UNITED PROPERTY AND CASUALTY INSURANCE COMPANY,, CONTRACT & DEBT, atty: DEITSCH, STEPHEN D

502021CA004022XXXXMB - MB - SMILER, TODD vs UNITED PROPERTY AND CASUALTY INSURANCE COMPANY,, CONTRACT & DEBT, atty: GITKIN, JAMES P

502021CA004023XXXXMB - MB - PEACOCK, TRACY vs 1951 BRANDYWINE LLC,, PREMISES LIABILITY COMMERCIAL, atty: HANSON, MARK

502021CA004024XXXXMB - MB - SMILEY, WENDY vs NASCIMENTO, SILVIA, AUTO NEGLIGENCE, atty: NEIFELD, AARON D

502021CA004024XXXX

APPLICATION FOR INTERVENOR STATUS

RECEIVED
MAR 3 1 2021
BY: M. Khalel Clerk

INFORMATION ABOUT THE PETITIONER			For Office Use Only
APPLICATION FEE: $400.00 (LDR) 11.03.06			
FILE NAME:			
FIRST NAME: Lucas		**LAST NAME:** Latham	
MAILING ADDRESS			
STREET 369 SE Sea Hunt Way	**CITY** Stuart	**STATE** FL	**ZIP** 34994
CONTACT INFORMATION			
WORK PHONE		**EMAIL**	
CELL PHONE (772) 233-7589		luke-latham@hotmail.com	

PETITIONER'S REPRESENTATIVE IF APPLICABLE			
FIRM/ORGANIZATION NAME:			
FIRST NAME:		**LAST NAME:**	
MAILING ADDRESS			
STREET	**CITY**	**STATE**	**ZIP**
CONTACT INFORMATION			
WORK PHONE		**EMAIL**	
CELL PHONE			

LIST OBJECTIONS TO BE INCLUDED IN AGENDA:

Residential Dwelling Units per acre is not consistent with the 4 major communities in the vicinity

Height (4 stories) is not consistent with the 4 major communities in the vicinity

The development as currently proposed is not congruent with City's Comprehensive Plan

(see Policy 1.A5.2 & Policy 1.A5.3) (see Objective 1.A6 & and Objective 2.A5)

The Traffic Impact Analysis provides no foresight into the possibility of Willoughby Boulevard Extension

Parallel parking and increased U-turns on a curvilinear road could present safety issues

Signature: **Date:** 3/30/2021

COURTESY of Linda Kay Richards



MFU: Multifamily Units TH: Townhomes

TPD: (Cars) Trips Per Day found in traffic studies – note some projects do not have traffic studies readily available

3/31/21

AND JENNIFER SNYDER

M. Kindel City Clerk

Document: Vee

3/30/2021

To whom it may concern,

It has come to my attention that intervenor standing could require me to show special damages that differ in kind, rather than degree, from others in the community. In addition, it appears that standing must be first proven through evidence at the quasi-judicial hearing before municipal decision makers, therefore I am divulging Documents Vee, W, X, and Z.

In June of 2019, I was on a call as a firefighter paramedic that still haunts me. The call was for a patient who was stabbed in the neck. Despite repeated and clearly audible remarks by myself that direct pressure needed to maintained on the wound, it was let go and the patient bled all over the helicopter crew. To this day, I am unaware of the patient's outcome.

I took nearly a month off of work after that call. I traveled to my place of solace, my Grandfather's cottage in Ontario, Canada. A place of natural beauty. I strongly considered resigning from my job, however, while in Canada Chief Schobel contacted me. He said that he finally got the go ahead to go forward with our plans. We had been planning to build a Tactical Strength & Conditioning Facility for our firefighters since 2015. He stated he would need me to go to 40 hour work weeks for the foreseeable future. With that great news, I decided not to resign.

Fast forward around a year and a half later and Chief Schobel has now retired. We are now on our third chief in the last 6 months. My Health & Fitness coordinator status became unclear through poor communication between myself and fire rescue administration. I had an overwhelming anxiety and fear about the possibility of returning to the streets. With this is mind, I decided to participate in the Voluntary Early Separation Incentive Program being offered, even though I was much younger with less years on than the vast majority of participants.

My wife and I moved to Seaside by Meritage from The Estates at Stuart. I strongly wanted to remain in the local quiet neighborhood. Currently looking out my driveway westward I see beautiful trees. Even though VilaBella is there, you would never know it. Currently looking out my driveway Eastward I see beautiful tall trees, however, the thought that the current vista may be changed to four story, high density apartments brings me great apprehension. As I have remarked in conversation, if I lived in New York City, I would have to go to Central Park every day. Obviously 4 story, high density apartments are not skyscrapers, but the replacement of the view of natural beauty with manmade structures is unsettling to me

Being able to walk in nature has been very therapeutic for me. I walk a lap around Poppleton Creek Park nearly every evening and most mornings as well. It has been very good for my soul and head. The thought that the area I walk by nearly everyday could be disrupted and changed from trees to high density, 4-story apartments is greatly distressing to me. In addition, I am afraid of how this will affect the animals, birds, and fish that I enjoy viewing.

Lucas B. Latham

RECEIVED
MAR 31 2021

LATHAM, LUCAS 08/04/1981
Office/Outpatient Visit
Visit Date: Mon, Jun 17, 2019 10:13 am
Provider: LIBMAN, MICHELE F., MD (Assistant: WILKINSON, JENNIFER M,)
Location: Employee Wellness PA

Electronically signed by MICHELE LIBMAN, MD on 11/14/2019 05:28:38 PM
Printed on 03/29/2021 at 3:14 pm.

Subjective:

CC: He presents with anxiety.

HPI:

Patient presents with generalized anxiety disorder. His symptom complex includes palpitations, shortness of breath, having problems sleeping, and headaches. True panic attacks apparently do not occur. The frequency symptoms is nearly every day. Apparent triggers include occupational stressors. Current treatment includes counselling (employee asstiant program first appt 06/17/2019 @5:00pm). He has had no prior treatment for anxiety. Medical history is pertinent for **depression**. Family history is negative for psychiatric disorders. States he is unable to sleep thru the night. Will wake up at 3:30 AM and will get up and work out or play video games. He has been working on a central training facility and it didn't come to fruition. He gave up his nights and weekends. He had a call at the prison with a stabbing to the neck. He told the crew to hold direct pressure. He ended up on Lifestar and the patient bled out. He is really upset about the call. He is unsure if the patient survived. He contacted EAP on Friday and has an appt with a therapist. He also notes increased heartburn and headaches. He states he notices a personality change due to the job.

ROS:
CONSTITUTIONAL: Negative for chills, fatigue, fever, unintentional weight gain and unintentional weight loss.
EYES: Negative for blurred vision and eye pain.
E/N/T: Negative for ear pain (left), diminished hearing, tinnitus and sore throat (acute).
CARDIOVASCULAR: Negative for chest pain, palpitations, tachycardia, orthopnea, and edema.
RESPIRATORY: Negative for cough, dyspnea, and hemoptysis.
GENITOURINARY: Negative for dysuria, genital lesions, hematuria, impotence, polyuria, and changes in urine stream.
MUSCULOSKELETAL: Positive for **hx of biceps tear - completed course of physical therapy.**.
INTEGUMENTARY: Negative for atypical moles, dry skin, pruritis, and rashes.
NEUROLOGICAL: Negative for dizziness, headaches, paresthesias, and weakness.
ENDOCRINE: Negative for hair loss, heat/cold intolerance, polydipsia, and polyphagia.
PSYCHIATRIC: See HPI

Past Medical History / Family History / Social History:

Last Reviewed on 6/17/2019 10:14 AM by Mosley, Vernica
Past Medical History:

Gastroesophageal Reflux Disease
low back pain
staph infection

PREVENTIVE HEALTH MAINTENANCE

COLONOSCOPY: has never been done
ENDOSCOPY: has never been done
EXERCISE STRESS TEST: has never been done
CXR/CT OF CHEST: was last done 2016
DENTAL CLEANING: was last done 2016 cleaning every 3 months
EYE EXAM: was last done 2015
SKIN CANCER SCREEN: was last done 2016 has appt in sept with Dr. Minni
TETANUS VACCINE: was last done 2010
SHINGLES VACCINE: has never been done
EKG/ECG: was last done 2017

Surgical History:

RECEIVED
MAR 31 2021

CPT® is a registered trademark of the American Medical Association

Office/Outpatient Visit
Visit Date: Mon, Jun 17, 2019 10:13 am
Provider: LIBMAN, MICHELE F., MD (Assistant: WILKINSON, JENNIFER M,)
Location: Employee Wellness PA

Electronically signed by MICHELE LIBMAN, MD on 11/14/2019 05:28:38 PM
Printed on 03/29/2021 at 3:14 pm.

Positive for
lasix;,
chest abcess surgery; and
left inguinal hernia repair 2006;;

Family History:
Father: Healthy
Mother:
Positive for **Breast Cancer (deceased) and Thyroid Cancer**;

Social History:
Occupation: Firefighter
Marital Status: Divorced (x 1) remarried
Children: None
Exercise: Primary form of exercise is weight lifting. Frequency is _4_ days/week days per week.

Tobacco/Alcohol/Supplements:
Last Reviewed on 6/17/2019 10:14 AM by Mosley, Vernica

Alcohol:
Drinks alcohol on a social basis only.
Caffeine: He admits to consuming caffeine via soda and -depends on job duties, has gone days w/o.

Supplements: Patient admits to use of glutamine and meal replacements after workouts. Tobacco: He has never smoked.

Substance Abuse History:
Last Reviewed on 6/17/2019 10:14 AM by Mosley, Vernica
NEGATIVE

Mental Health History:
Last Reviewed on 6/17/2019 10:14 AM by Mosley, Vernica
NEGATIVE

Communicable Diseases (eg STDs):
Last Reviewed on 6/17/2019 10:14 AM by Mosley, Vernica
Reportable health conditions; NEGATIVE

Current Problems:
Last Reviewed on 6/17/2019 10:14 AM by Mosley, Vernica
Firefighter physical
Encounter for other administrative examinations
GERD
Lower back pain
Personal history of contact with and (suspected) exposure to potentially hazardous body fluids
Low back pain
Low back pain
Ruptured biceps
Laboratory examination ordered as part of a routine general medical examination
Encounter for general adult medical examination without abnormal findings
Neck strain
Localized swelling, mass and lump, unspecified

CPT © is a registered trademark of the American Medical Association

RECEIVED
MAR 3 1 2021

Office/Outpatient Visit
Visit Date: Mon, Jun 17, 2019 10:13 am
Provider: LIBMAN, MICHELE F., MD (Assistant: WILKINSON, JENNIFER M,)
Location: Employee Wellness PA

Electronically signed by MICHELE LIBMAN, MD on 11/14/2019 05:28:38 PM
Printed on 03/29/2021 at 3:14 pm.

Unspecified skin lesion
Other specified disorders of the skin and subcutaneous tissue

Immunizations:
PPD 8/28/2012
PPD 8/8/2013
Tdap (Tetanus, reduced diph, acellular pertussis) 12/16/2013

Allergies:
Last Reviewed on 6/17/2019 10:14 AM by Mosley, Vernica
No Known Drug Allergies.

Current Medications:
Last Reviewed on 6/17/2019 10:14 AM by Mosley, Vernica
Bactrim DS 160mg/800mg Tablet 1 tab po bid for 5 days
Mupirocin 2% Topical Ointment Apply BID prn to affected areas
Omeprazole 20mg Capsules, Extended Release 1 capsule prn

Objective:

Vitals:

Current: 6/17/2019 3:53:27 PM
Ht: 5 ft, 9 in; Wt: 191.2 lbs; BMI: 28.2T: 98.1 F (tympanic); **BP: 138/70 mm Hg (left arm, sitting);** P: 58 bpm (finger clip, sitting); sCr: 1.01 mg/dL; GFR: 97.89**O2 Sat: 97 %**

Exams:

GENERAL: well developed, well nourished, in no apparent distress
EYES: lids and conjunctiva are normal; pupils and irises are normal;
E/N/T: normal external auditory canals and tympanic membranes; Nose: normal nasal mucosa, septum, turbinates, and sinuses; Oropharynx: normal mucosa, palate, and posterior pharynx;
NECK: neck supple;
RESPIRATORY: normal respiratory rate and pattern with no distress; normal breath sounds with no rales, rhonchi, wheezes or rubs;
CARDIOVASCULAR: normal rate and rhythm without murmurs; normal S1 and S2 heart sounds with no S3, S4, rubs, or clicks; no edema or significant varicosities;
GASTROINTESTINAL: normal bowel sounds; no masses or tenderness;
MUSCULOSKELETAL: normal gait; full, painless range of motion of all major muscle groups and joints;
NEUROLOGIC: cranial nerves II-XII grossly intact; normal DTR's elicited in biceps, triceps, supinator, knee, and ankle jerk; Motor Exam within normal limits Romberg Test Negative Alert and oriented times 3.

Assessment:

F41.1 Generalized anxiety disorder
F51.02 Adjustment insomnia
R51 Headache

ORDERS:

Meds Prescribed:
Trazodone HCl 50mg Tablet Take 1 tablet(s) by mouth at bedtime #30 (Thirty) tablet(s) Refills: 2

RECEIVED
MAR 31 2021

CPT © is a registered trademark of the American Medical Association

LATHAM, LUCAS 08/04/1981
Office/Outpatient Visit
Visit Date: Mon, Jun 17, 2019 10:13 am
Provider: LIBMAN, MICHELE F., MD (Assistant: WILKINSON, JENNIFER M,)
Location: Employee Wellness PA

Electronically signed by MICHELE LIBMAN, MD on 11/14/2019 05:28:38 PM
Printed on 03/29/2021 at 3:14 pm.

Plan:

Generalized anxiety disorder

Patient Education Handouts:
Generalized Anxiety Disorder

Adjustment insomnia

Prescriptions:
Trazodone HCl 50mg Tablet Take 1 tablet(s) by mouth at bedtime #30 (Thirty) tablet(s) Refills: 2

Patient Education Handouts:
Insomnia

Headache

Patient Education Handouts:
Tension Headache

Diagnosis and Procedure Summary:

Primary Diagnosis:
F41.1 Generalized anxiety disorder

Orders:

F51.02 Adjustment insomnia
R51 Headache

CPT © is a registered trademark of the American Medical Association

RECEIVED
MAR 31 2021

Exchange for Growth and Transition

607 SW St. Lucie Crescent, Suite 104
Stuart, FL 34994
Ph: 772-631-0591
Fax: 772-678-6428

07/05/2019 Michael Hofmaier, LMHC

RE: Lucas Latham

To Whom It May Concern:

Lucas Latham is a patient at The Exchange for Growth and Transition in Stuart, FL. My name is Michael Hofmaier and I am a licensed mental health counselor (LMHC) and I am Mr. Latham's therapist. I have met with Mr. Latham 6/17/2019 and his next scheduled appointment is for 7/10/2019. He has 6 sessions granted by his EAP referral.

If there is any further help, I can offer please feel free to contact me at 772-631-0591

Sincerely,

Michael Hofmaier, LMHC

Michael Hofmaier, LMHC

RECEIVED
MAR 3 1 2021
BY.

Y

Exchange for Growth and Transition

607 SW St. Lucie Crescent, Suite 104
Stuart, FL 34994
Ph: 772-631-0591
Fax: 772-320-9920

03/29/2021 Michael Hofmaier, LMHC

RE: Luke Latham

To Whom It May Concern:

This is a progress letter on behalf of my patient, Mr. Luke Latham. Mr. Latham came in for therapy beginning on 6/17/2019. Mr. Latham's was diagnosed with an adjustment disorder at that time (F43.21), which were caused by some traumatic events. Mr. Latham experienced anxiety and sleep problems associated with this event that occurred in 2019. These PTSD symptoms Mr. Latham experienced negatively impacted daily functioning including career and social relationships.

Mr. Latham first came to therapy on 6/17/2019 and was consistent and diligent working on all matters faithfully and seriously. Mr. Latham completed six sessions addressing his issues and gained valuable skills to utilize in the future.

If there is any further help, I can offer please feel free to contact me at 772-631-0591

Sincerely,

Michael Hofmaier, LMHC

Michael Hofmaier, LMHC

RECEIVED
MAR 31 2021
BY: MK

Z

Brainard W. Hines, PhD
Licensed Mental Health Counsellor
Offices in Stuart, Port Orange and
Miami, Florida
Phone: (305) 804-4205
Fax: (305) 675-9254

March 28, 2021

To: to whom it may concern

Re: Lucas Latham

Summary of Treatment

Lucas Latham began attending sessions through his Employee Assistance Program for assessment and treatment of job stress and possible PTSD symptoms on February 10, 2021. He has participated in five sessions of assessment and brief cognitive behavioral treatment for his job stress and possible PTSD symptoms, continuing until his last session on March 12, 2021. He has attended regularly and will return for future counseling as needed.

He has identified stressors in his life and practiced new coping skills to deal with his stress management issues. He reports that he has been spending more time outdoors, which he finds to be a "great stress reliever" and is practicing more positive coping skills. He has attended sessions on February 10, February 15, March 1, March 8 and March 12, 2021.

Please do not hesitate to contact me if I may provide any further information on my assessment of Mr. Latham.

Brainard W Hines PhD

Brainard W Hines PhD

LM HC 0612

RECEIVED
MAR 31 2021
BY: MK

Invoice No. 809

CITY OF STUART

INVOICE

Customer

Name Lucas Latham

City State

Phone

Misc

Date 3/31/2021

Order No.

Rep

FOB

Qty	Description	Unit Price	TOTAL
	Project Name: Intervenor, Central Parkway Lofts (Ord. 2461-2021)		$400.00
	Recording Fee:		
	Project Name: MISCREV		
	Advertising Fee:		
		SubTotal	$400.00
		Shipping	$0.00
	Tax Rate(s)	0.00	$0.00
		Balance Due	$400.00

Payment Select One...

Comments **PAYMENT DUE UPON RECEIPT**

Name

CC #

Expires

Office Use Only: mk

Pd ck # 1443 3/31/21

PLEASE MAKE CHECK PAYABLE TO: City of Stuart
Mail or deliver to the City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL 34994

QUESTIONS OR COMMENTS REGARDING THIS INVOICE SHOULD BE DIRECTED TO THE CITY OF STUART AT 772-288-5306

CITY OF STUART

RECVD BY: IDALIA 04000037811

PAYOR: LUCAS CHRISTINE LATHAM

TODAY'S DATE: 03/31/21

REGISTER DATE: 03/31/21 TIME: 14:55

DESCRIPTION	AMOUNT
CUST ID:INTERVENOR APP INV 809	
MISCELLANEOUS REVENUES	$400.00
TOTAL DUE:	$400.00
TENDERED:	$400.00
CHANGE:	$.00
CHECK :	$400.00
REF NUM: 1443	

Save our Stuart

Citizens against a four story 196-172 Unit Development next to Poppleton Creek Park

By Luke Latham

My Background

- Moved to FL in 2005
- Escaped Broward for Stuart in 2009
- Recently took VESIP after nearly 12 years of service to MCFR
- Exercise Science background

My Inspiration



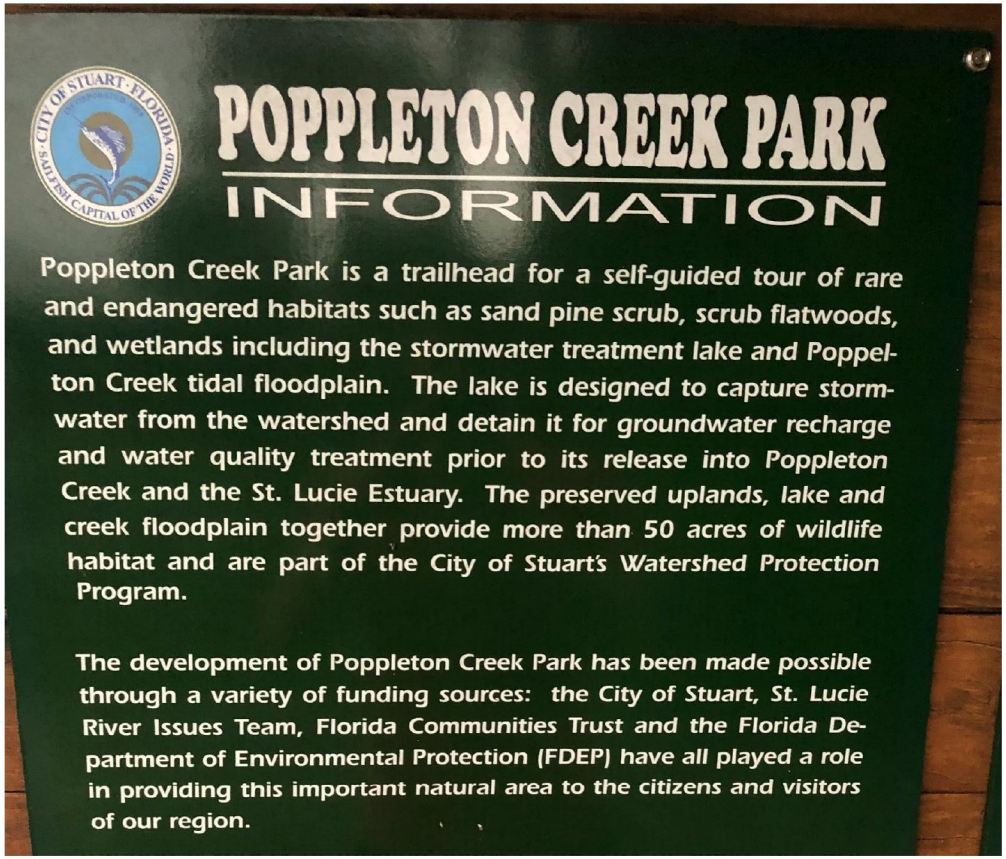
Taken February, 28th 2021 at 6:26 AM On Poppleton Creek Park Bridge



By March 8th: We collected over 200 petition signatures

- Seaside by Meritage Residents
- VilaBella Residents
- Town Park North Condominium Residents
- Poppleton Creek Park Patrons

“Important Natural Area to the Citizens and Visitors of our Region”



We're all in this Together

- County Commissioner in attendance at 3/8/21 Meeting
- Local Bus Route is Called "Marty" not "Stuey"
- City of Stuart Website Contains Link for Martin Votes

Please Note

- The petition does not ask for no development
- Rather that it not exceed 15 dwelling units per acre

Petition to not approve Central Parkway Lofts to exceed 15 units per acre

Petition summary and background	To preserve the slow growth of the city of Stuart and the beauty of the Poppleton Creek Dog Park
Action petitioned for	We, the undersigned, are concerned citizens who urge the Stuart City Commission to act now by voting against allowing Central Parkway Lofts to exceed code 2.07.00.D3 Density, by not allowing the development to exceed 15 dwelling units per acre.

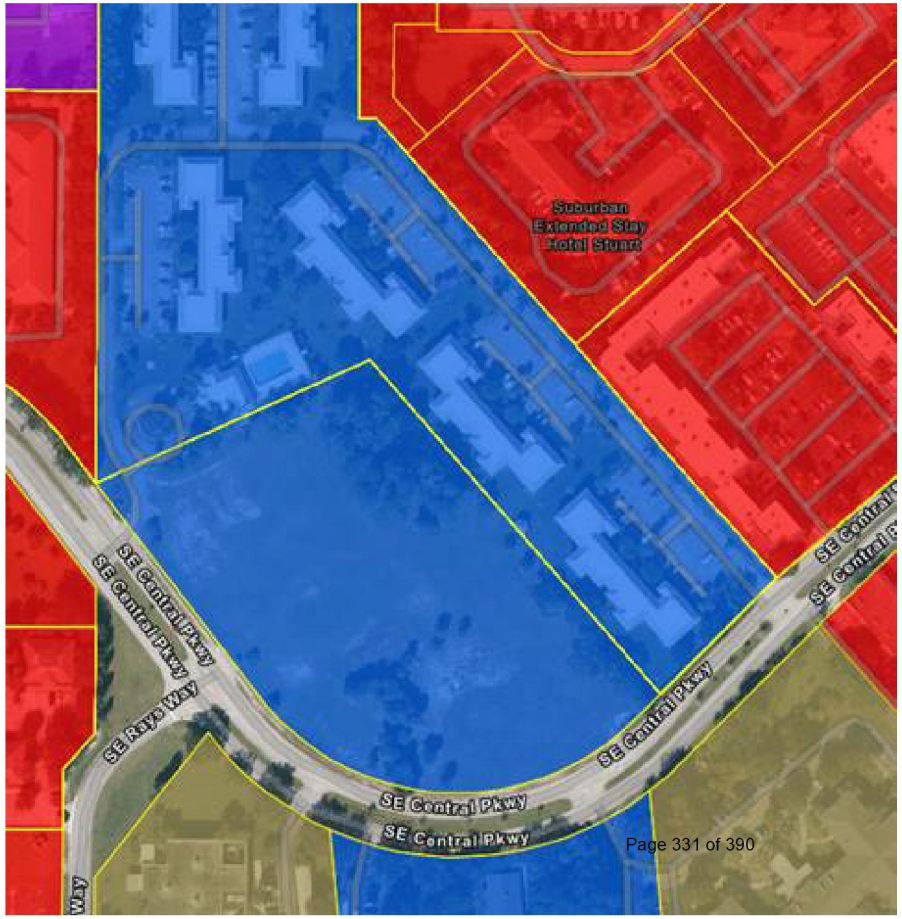
Traffic ?

- Central Parkway Lofts the first domino to fall



Zoned R-3… up to 30 du/ac if approved by City Commission

- The precedent has been set
- 4.88 x 30 = an additional 146 units



In addition…

- Hidden Key Apartments approved by city commission = 28 units

- As of 3/29/2021 Seaside by Meritage only half filled = 35 units still to be inhabited


SE Harper St
SE Hancock St
SE Central Pkwy
SE San Jose St
SE Alhambra Ave
SE Rays Way
Verizon Wireless
S Kanner Hwy
SE Seville St

Coming Soon: 405-380 Additional Units to the near vicinity

- Central Parkway Lofts 196-172
- Progressive Properties 146 potentially
- Hidden Key Apartments 28
- Remainder of Seaside by Meritage 35

Not to mention…

- When, not if Willoughby Extension comes through
- Yes, Mackenzie Engineering & Planning Inc. projects for 2024 traffic conditions.
- However…

Traffic Impact Analysis: 1/17/2021

MacKenzie
Engineering & Planning, Inc.

Intersection Analysis

No intersection analysis are required or needed. It is acknowledged that performing a westbound left from Central Parkway to southbound Kanner Highway is very difficult during the peak hour of travel.

Safety Issues ?

- Speed
- U-turns
- Parallel Parking

U-turns ?

ACCESS

The project proposes two points of access as follows:

- Eastbound Central Parkway – Right-in / Right-Out
- Westbound Central Parkway – Right-in / Right-Out

Units on the south side of Central Parkway will be required to travel on eastbound Central Parkway. If residents desire to travel west to Kanner Highway, the vehicles will make a U-turn at the full median opening 815 west of SE Ray's Way, which is about 350 east of the south project entrance.

Units on the north side of Central Parkway will be required to travel on westbound Central Parkway. If residents desire to travel east to US-1 or SE Ray's Way, the vehicles will make a U-turn at the full median opening 1,450 west of SE Ray's Way, which is about 200-250 feet west of the north project entrance.

Verizon Wireless
SE Central Pkwy
E Federal Hwy
SE Harper St
SE Rays Way
SE Central Pkwy
SE San Jose St
SE Alhambra Ave
SE Hancock St
SE Seville St
S Kanner Hwy





Parallel Parking Westbound ?




E Hancock St
SE Central Pkwy
SE San Jose St
nbra Ave
ys Way
SE

The Heart of the matter:

- Central Parkway Lofts is not congruent with the City's comprehensive Plan

- Policy 1.A5.2 : Development on all vacant, un-platted areas designated as residential should be compatible with any surrounding existing homes

From Seaside Pool Looking East (towards VillaBella)



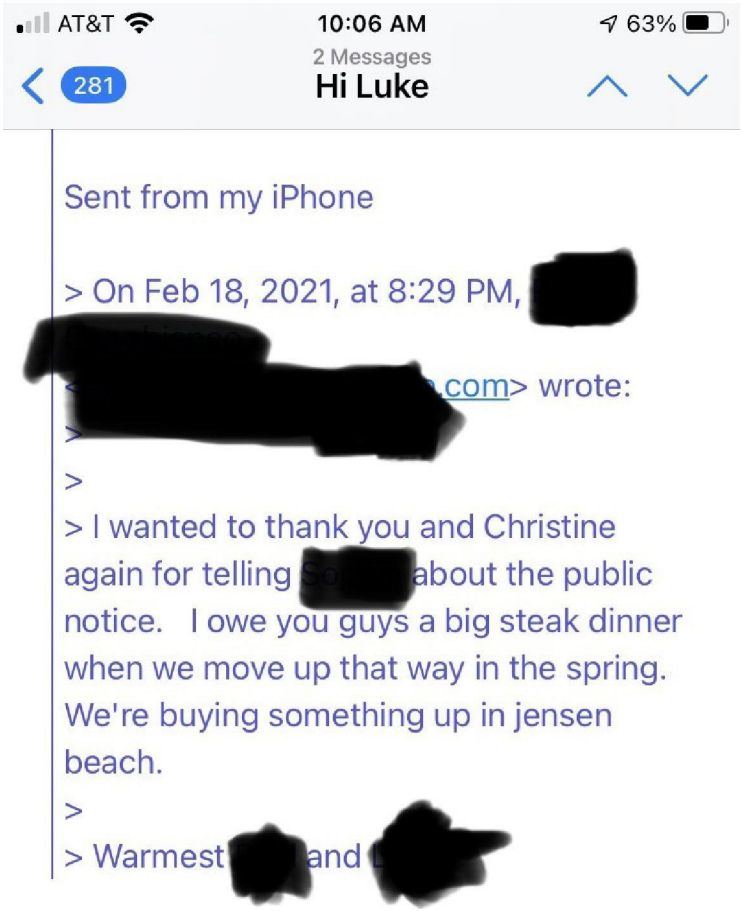
Current view looking West (towards VillaBella)



Current View Looking West (towards Lofts)



The unfortunate Seaside Residents who purchased along the east wall




SE Harper St
SE Hancock St
SE Central Pkwy
SE San Jose St
SE Alhambra Ave
SE Rays Way
Verizon Wireless
S Kanner Hwy
SE Seville St

Policy 1.A5.3

- Whenever possible, medium density residential and recreation/open space areas shoulder serve as buffers between higher and lower intensity residential uses to achieve orderly land use transition

Densities (dwelling units/acre)

Nearby Residential Communities

- Villa Bella: 8 du/ac.
- Seaside: 10 du/ac.
- Towne Park: 11 du/ac.
- Estates at Stuart: 6 du/ac.

Central Parkway Lofts

- 26 du/ac.


SE Harper St
SE Hancock St
SE Central Pkwy
SE San Jose St
SE Alhambra Ave
SE Rays Way
Verizon Wireless
S Kanner Hwy
SE Seville St

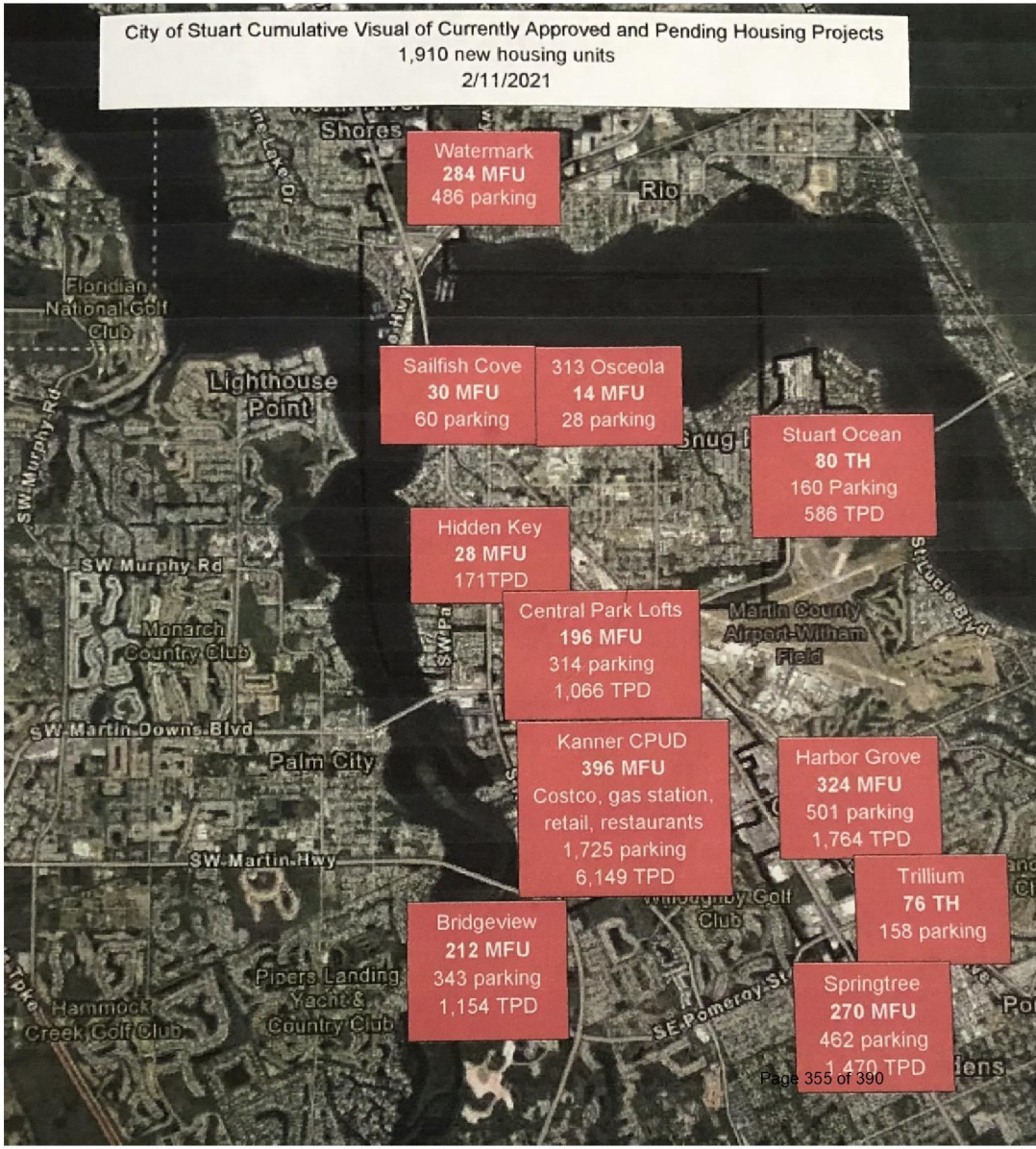
Objective 1.A6-Neighborhood Stability

- Established residential neighborhoods shall be protected from the intrusion of competing intense uses through adherence to the Future Land Use Map, densities and intensities established in the Future Land Use Element, implementation of the City's Land Development Regulations, and control of traffic and access for the protection of the established residential uses.

Before, During, Since 2005 a lot has happened

- Towne Park North Condominiums
- Estates at Stuart
- VilaBella
- Poppleton Creek Watershed Project
- Poppleton Creek Dog Park, Bridge, & Pavilion
- Seaside by Meritage

- Courtesy
  - Jennifer Snyder
  - Linday Kay Richards



Objective 2.A5 (Refers to width of Roadway Corridors)

- However the spirit of this objective is congruent with the ideas contained within the rest of the Comprehensive Plan

- "Through **smart growth** principles … the City shall maintain its **small-town character**."

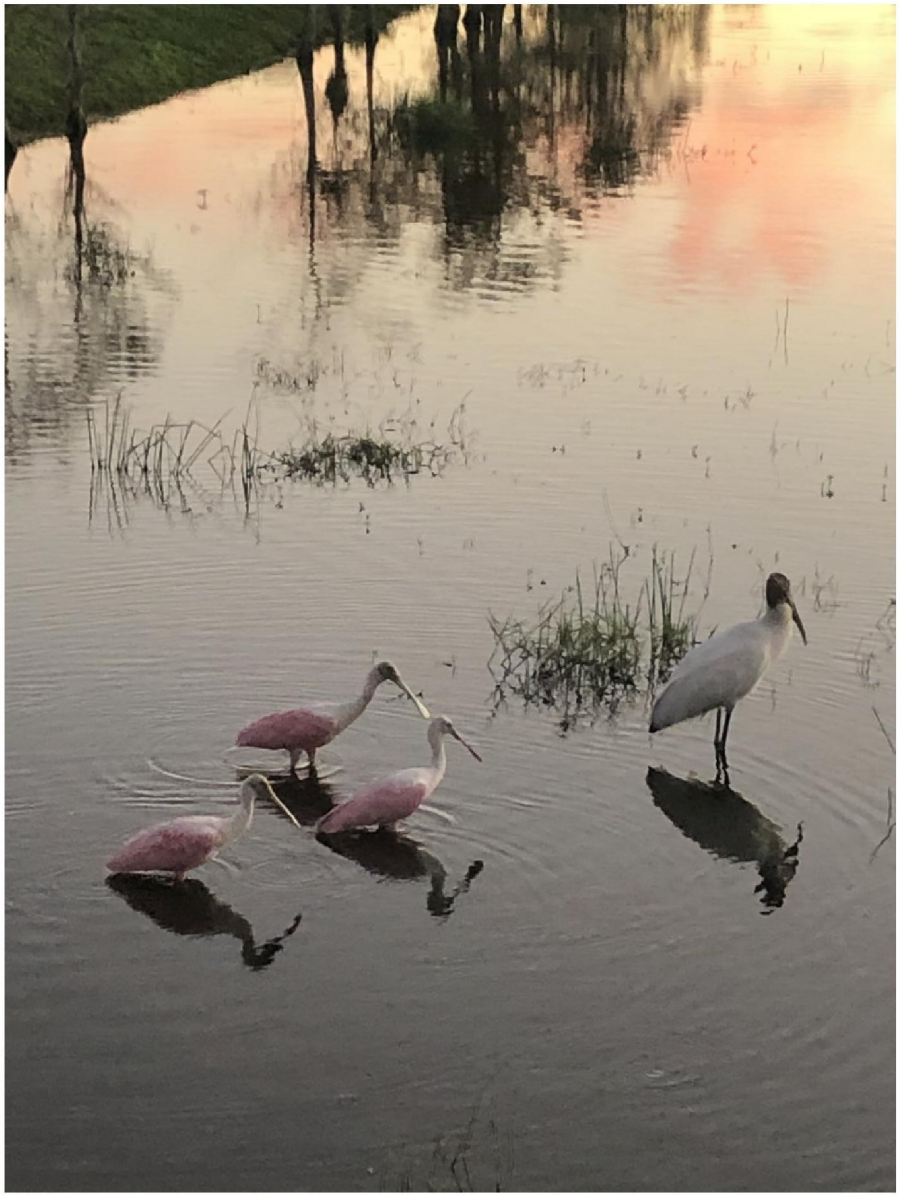
Small town character/charm

- Subjective
- Similar to obscenity- Justice Stewart
- You “know it when you see it.”


NO SWIMMING
BY ORDER OF STUART POLICE DEPARTMENT
ANIMALS MUST BE LEASHED AT ALL TIMES













CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** Kev Freeman

Title of Item:

VARIANCE TO REDUCE THE UPLAND BUFFER DISTANCE TO SIGNIFICANT WETLAND RESOURCES AND FRONT YARD SETBACK (RC):

REQUEST FOR A VARIANCE TO THE CITY'S LAND DEVELOPMENT CODE, SECTION 5.03.02.C.1 AND 4, FOR A REDUCED MINIMUM UPLAND BUFFER DISTANCE FROM OUTSTANDING WETLAND RESOURCES, REDUCED AVERAGE UPLAND BUFFER, REDUCED CONSTRUCTION SETBACK FROM WETLANDS, AND FROM SECTION 2.04.01, REDUCED FRONT SETBACK FOR A LOT ON INDIAN GROVE IN ORDER TO ACCOMMODATE A DUPLEX.

Summary Explanation/Background Information on Agenda Request:

This application was continued from the Board of Adjustment (BOA) at its March 25, 2021 meeting. The reason being that the BOA does not have the authority under the City's Land Development Code to determine variances that involve the amendment of setback to wetlands.

The authority of the BOA is at 8.05.01 of the LDC:

Sec. 8.05.01. - Generally.
A. Granted by board of adjustment. The board of adjustment may grant a variance from the strict application of the following dimensional requirements of the city land development regulations and the city Code of Ordinances: subsection 2.04.00 regarding lot area requirements and minimum yard setbacks; section 6.09.00 regarding setbacks, building separation and heights for accessory structures; section 6.03.02 regarding finished floor elevation; section 6.09.05, regarding fences, walls, hedges and enclosures; and section 6.09.04 regarding setback requirements for location of swimming pools.

Wetland setbacks regulations are located within the LDC at 5.03.02 C1 and 5.03.02 C4.

Upland *buffer* requirements for verified *wetlands*. To protect *wetlands*, upland *buffers* around *wetlands* shall be provided and preserved around each *wetland* or portion thereof on the property.
1. The minimum average width of an upland *buffer* shall be 50 feet and at no point shall its width be less than 25 feet. The minimum average width of an upland *buffer* around an outstanding resource *wetland* shall be 75 feet and at no point be less than 50 feet
4. An upland *buffer* shall be protected by a construction setback of ten feet from the upland *buffer* boundary. For accessory structures, the setback from an upland *buffer* shall be a minimum of five feet. Within this setback area, no earthwork, construction or placement of structures shall be permitted.

The applicant, Douglas Bournique, owner of the lot (4) on the north side of Indian Groves Drive, is requesting 4 related variances to the Land Development Code, in order to develop the property. The owner has a set of proposed plans for a two story duplex, and an alternative set for a single story. The variance requests are necessary due to requirements in Section 5.03.02 C1 and 5.03.02 C4, which require an upland buffer from wetlands and a construction setback from the upland buffer. The buffer requirements to an outstanding wetland resource, such as the wetlands along Poppleton Creek, are 75 feet minimum average, no less than 50 feet, with

a construction setback of 10 feet from the buffer. If applied to this property,which is 102 feet deep on the east property line and 182 feet deep on the west property line, a majority of the property would be made unbuildable. Therefore, the applicant is requesting relief from the Land Development Code.

A fourth variance request is to vary the front setback, in order to move the building as far from the wetlands as possible. A 15 foot overhead utility line easement is shown on the survey, meaning that the applicant may not be able to move the proposed duplex any closer than 15 feet. The applicant is requesting the front setback be reduced from 25 feet to 15 feet, without the provision of including a front porch.

The applicant has provided architectural rendering and footprint of a proposed two-story duplex, which is the primary request. The applicant has also provided an alternative request for a single story duplex, should the Board of Adjustment desire to accommodate a smaller duplex.

The applicant has also provided a memo from Atlantic Environmental, dated February 3, 2021. This memo states that the buffer reduction, if issued, should have no environmental harm associated with that action. Staff notes that variances to neighboring property to the west of the subject property was granted, reducing the required upland buffer setback from 75 feet to 5 feet, and the construction buffer from 10 to 5, or a total of 10 feet. The applicant is requesting a total of 25 feet.

Any development on this lot will need to comply with recent Land Development Code amendments relating to storm water treatment on infill residential lots at 6.03.01.G (code attached).

Funding Source:

N/A

Recommended Action:

Consider the application to grant relief from the minimum upland buffer distance from outstanding wetlands and front yard setback distance in order to build a duplex conditioned upon the restrictions herein.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	A1. Final Order	4/6/2021	Attachment
🗋	A2. Exhibit 1 - Survey	3/15/2021	Exhibit
🗋	A2. Exhibit 1 - Survey showing buffer distances and setbacks	3/15/2021	Exhibit
🗋	A3. Exhibit 2. Proposed Plan - Architecture	3/15/2021	Exhibit
🗋	A3. Exhibit 2. Proposed Plan - Floor Plan	3/15/2021	Exhibit
🗋	A3. Exhibit 2. Proposed Plan - Floor Plan 2	3/15/2021	Exhibit
🗋	A3. Exhibit 2. Alternative Plan showing single story	3/15/2021	Exhibit
🗋	A4. Exhibit 3 - Environmental Memo	3/15/2021	Exhibit
🗋	D1. Extract from LDC - Variances	3/15/2021	Backup Material
🗋	D2. Extract from LDC - Infill Stormwater Code	3/15/2021	Backup Material

Return to:
City Attorney
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

Case #Z21030002

In re: The Code Variance Application of
Bournique Residence
08-38-41-007-006-00011-0

FINAL ORDER OF VARIANCE APPROVAL

THIS CAUSE came for hearing before the City Commission for the City of Stuart, Florida, at a regular set hearing at **5:30 PM on April 12, 2021,** at the City Commission Chambers, 121 S.W. Flagler Avenue, Stuart, Florida; and the Commission, having considered the sworn testimony and other evidence presented by the City staff, the Petitioner, and any Interveners, finds as follows:

1. Notice of the hearing was provided as required by the Stuart Land Development Code (LDC). Notice was not challenged by any party at the hearing, and the City Commission has jurisdiction over this case.

2. The City was represented by **Kev Freeman,** Development Director, and the applicant was represented by **Douglas C. Bournique,** Petitioner, all in attendance.

3. **Kev Freeman**, of the City Development Department, testified on behalf of the City that the Petitioner, Douglas C. Bournique, the title owner of the real property having **PCN #08-38-41-007-006-00011-0,** (hereinafter the "Subject Property"), who has provided a sketch and legal description as found within and attached as **'Exhibit 1'**, in order to receive relief from the rear setback to an enclosed pool structure.

4. **Kev Freeman** indicated the Subject Property is located **on Lot 4 of Indian Groves Drive,** and is zoned **R-3 (Residential, Multi-Family/Office)**, with a Future Land Use designation of Residential/Office. The Future Land Use and Zoning categories were not challenged by any party at the hearing.

5. The existing vacant lot is currently in compliance with zoning code. The Petitioner desires to develop the Subject Property in substantial conformance with the proposed plans and attached as **"Exhibit 2"** of this document**.**

6. The Petitioner gave verbal testimony indicating a desire to request the minimum variance required to create a buildable lot, thereby building a proposed duplex. The Petitioner has submitted a memo from Atlantic Environmental stating that the request

of relief from hardship shows no environmental harm, as "**Exhibit 3".**

7. The Petitioners requested in writing the following reductions to the minimum code requirements at the hearing to allow the development of the lot as a duplex:

- The minimum front setback shall be reduced from required 25 feet to 15 feet.
- The minimum average upland buffer distance from outstanding wetland resources shall be reduced from 75 feet to 25 feet
- The minimum upland buffer distance from outstanding wetland resources shall be reduced from 50 feet to 25 feet.
- The construction setback from all upland buffers, which is 10 feet, shall be included within the 25 feet buffer.

8. **Kev Freeman** gave testimony and analyzed the case, and indicated the petition is consistent with the City's Comprehensive Plan, meets the procedural requirements of the law. The testimony concluded by recommending that the City Commission consider the Final Order to allow for the variance, subject to the following conditions:

a. The lot shall be developed in conformity to the Proposed Plan, as depicted in "**Exhibit 2**".

b. The Subject Property is granted a relief from the Land Development Code as demonstrated in the table below:

Land Development Regulations vs Variance Request	
R-3 Requirements	**Proposed Development Standards**
Front Setback – 25 feet	Front Setback – 15 feet
Minimum Average width of upland buffer = 75 feet	Minimum Average width of upland buffer = 25 feet
Upland buffer at no point less than = 50 feet	Upland buffer at no point less than = 25 feet
Construction setback = 10 feet	Construction setback = 10 feet * *to be included within the 25-foot buffer (or shall be reduced to zero)

9. Construction in substantial conformance with the Proposed Plan, attached as **"Exhibit 2"** of this document, along with all other required documents for permitting, shall be submitted for Building Permit review. The building permit documents shall ensure there is no storm water run-off on adjacent properties.

10. If the final inspection of the proposed residence is not performed by **April 1, 2023**, the variance relief granted in this **Final Order shall be void.**

11. All applicable state or federal permits must be obtained before the commencement any development activities. Issuance of this development

order/permit/approval by the City of Stuart does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City of Stuart for the issuance of this order/permit/approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

12. All subsequent Lessees and Owners shall be bound to the terms of this Variance, and this Variance shall carry forward and "run with the land" unless later released by the City Development Director, or as otherwise provided by law.

15. At the conclusion of the evidence and any follow up questioning by the Board Members, brief summaries were made by the Petitioner. The City Commission then entered into deliberation, and discussed the following:

Commissioner _____ offered a motion to approve the variance(s). The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
EULA R. CLARKE, MAYOR				
MERRITT MATHESON, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				
MIKE MEIER, COMMISSIONER				

ADOPTED on second and final reading this _____day of _____, 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE FOREGOING FINAL ORDER, AND ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE FOREGOING FINAL ORDER. IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

Witness #1:

Print Name: _____

Signature: _____

DOUGLAS C. BOURNIQUE,
Owner

Signature: _____

Witness #2:

Print Name: _____

Signature: _____

OWNERS ACKNOWLEDGMENT

Sworn to (or affirmed) and subscribed before me by means of ☐physical presence or ☐ online notarization, this _____ day of _____, 20_____ by _____

Personally Known OR Produced Identification
Type of Identification Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

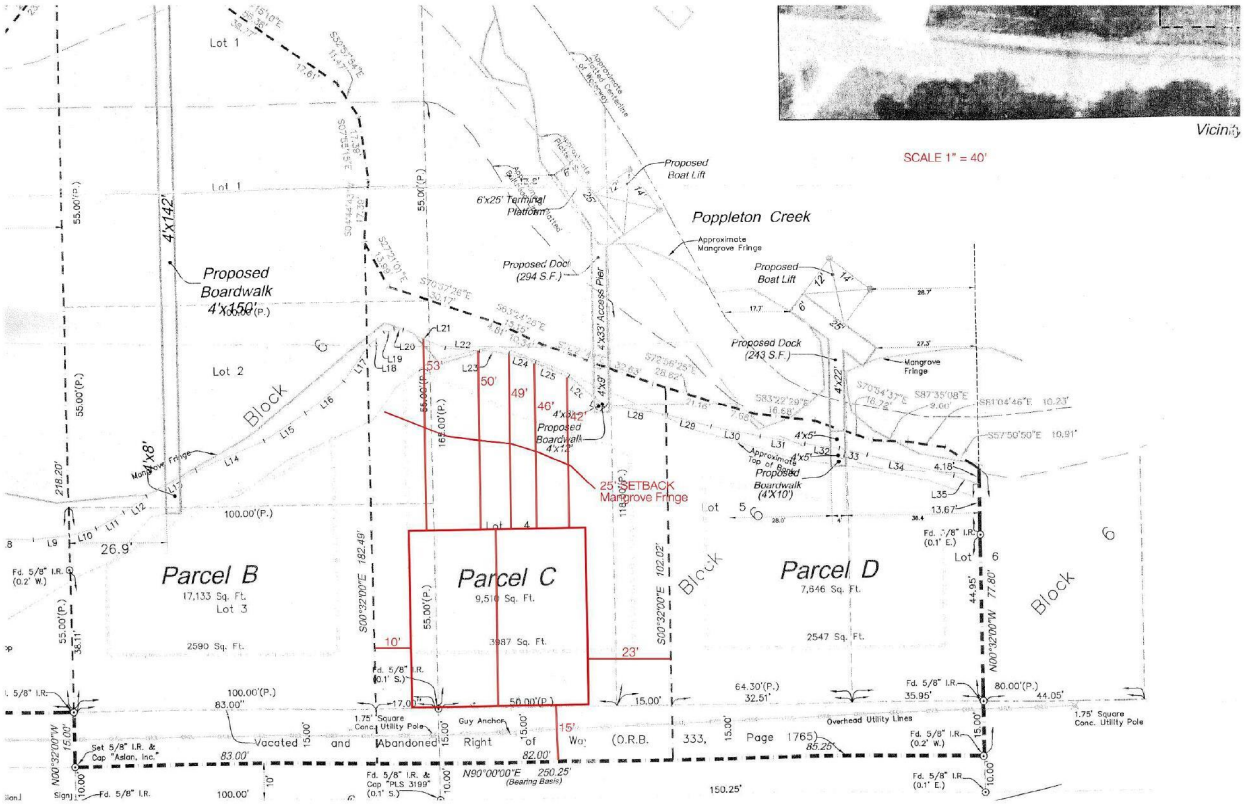
'Exhibit 1'

Sketch and Legal

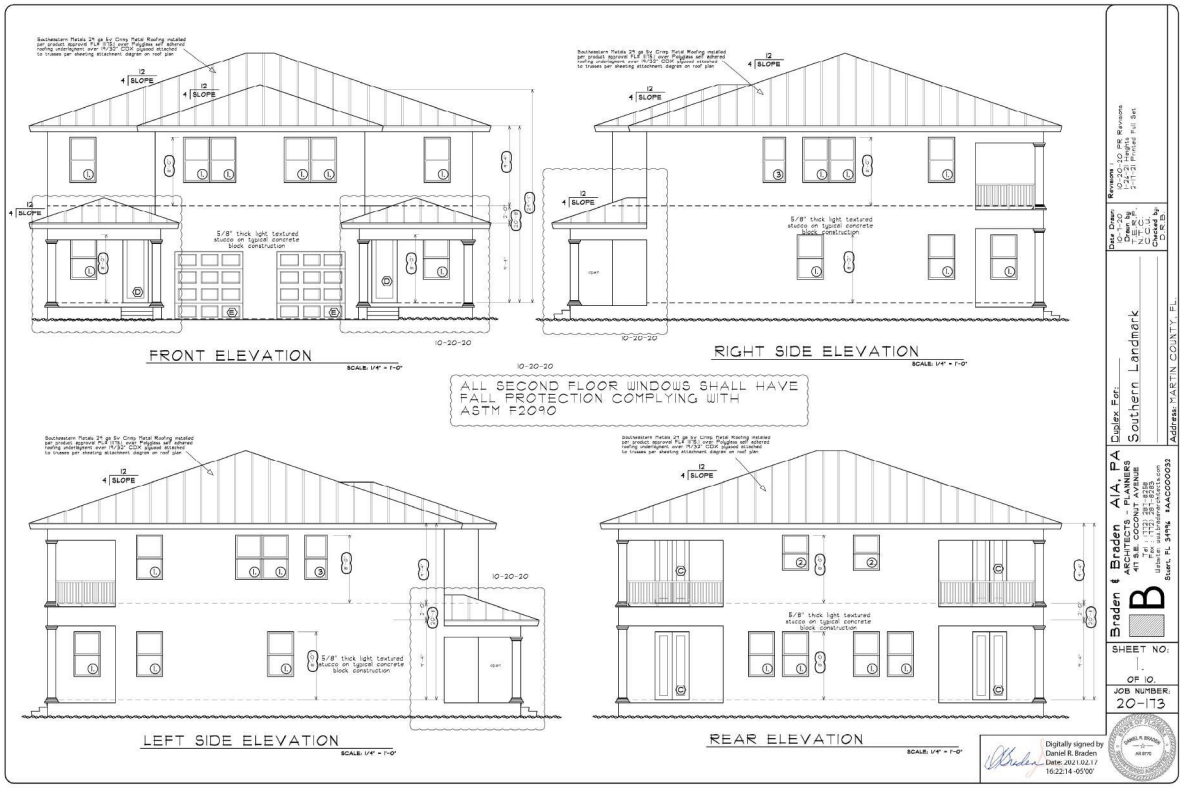
The East 45 feet of Lots 19, 26, and 27, Block 3 and Lots 1 through 5, Block 6 and the Westerly 35.95 feet of Lot 6, Block 6, INDIAN GROVES SUBDIVISION, Plat Book 1, page 37, Public Records of Martin County, Florida.

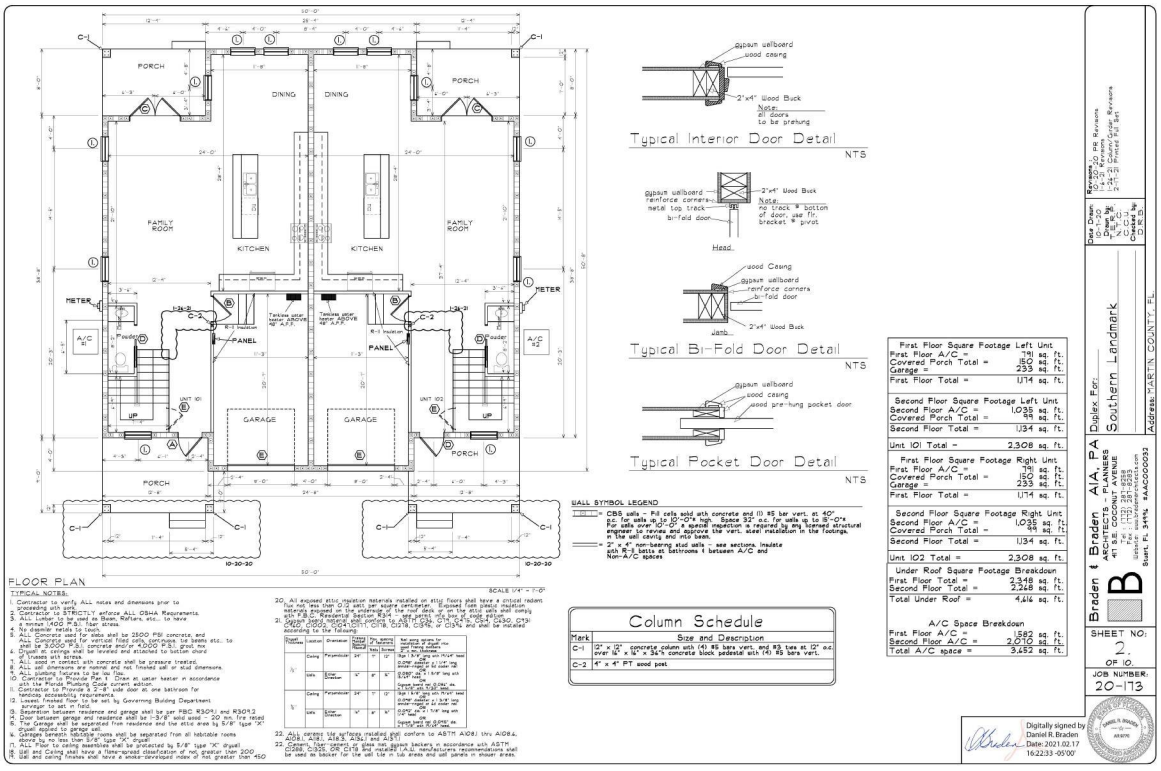
TOGETHER WITH that vacated and abandoned right-of-way as described in City of Stuart Ordinance No. 497, Official Records Book 333, page 1765, Public Records of Martin County, Florida, said right-of-way being 15.00 feet in width and lying South of and abutting the South line of Lots 3, 4, 5 and the Westerly 35.95 feet of Lot 6, Block 6, INDIAN GROVES SUBDIVISION, Plat Book 1, page 37, Public Records of Martin County, Florida.

TOGETHER WITH all of "Avenue E", a 60.00 foot right-of-way lying between Block 3 and 6, as vacated and abandoned in City of Stuart Ordinance No. 487, Official Records Book 512, page 138, Public Records of Martin County, Florida INDIAN GROVES SUBDIVISION, Plat Book 1, page 37, Public Records of Martin County, Florida.



'Exhibit 2' Proposed Conceptual Plans





'Exhibit 3' Environmental Memo

ATLANTIC ENVIRONMENTAL
ENVIRONMENTAL PERMITTING & MITIGATION

657 Montreal Avenue • Melbourne, FL 32935
ph 321.676.1505 • fax 321.676.1730

Memorandum

To: Mr. Andy Kirbach, PE
Morgan & Associates, Inc.

From: Jon Shepherd

Date: February 3, 2021

Re: Parcel 083841007006000110
Douglas Bournique
Indian Grove Variance Request

Per Mr. Bournique's request to obtain a variance on the above-referenced parcel from the City of Stuart's Land Development Regulations (LDR) – Resource Protection Standards and Hardship Relief, as well as the Comp Plan, we offer the following:

Section 10.02.00, Variance Setback Requirement Variances, defined in Section 6.01.03 (Building Setback Requirements) default to Section 5.04.04 for all waterfront properties.

Pursuant to the City of Stuart LDR Section 5.04.02.C, an on-average 75-foot upland buffer, minimum 50 feet, shall be provided and preserved around the on-site wetland connected to Poppleton Creek, an Outstanding Resource Wetland, and the upland buffer shall be provided a 10-foot construction setback. The provision for reduced upland buffer and compensation has been eliminated by Ordinance 2165-08.

Despite the fact that FDEP does not require an upland buffer between proposed development and a wetland such as the one located on the subject property, the City of Stuart is within its rights to require upland buffers and construction set-backs.

Our preliminary review of this project and discussions held with City of Stuart staff suggests that the above-referenced site should qualify for a setback variance. Should this setback variance be issued, Atlantic Environmental sees no environmental harm associated with this action.

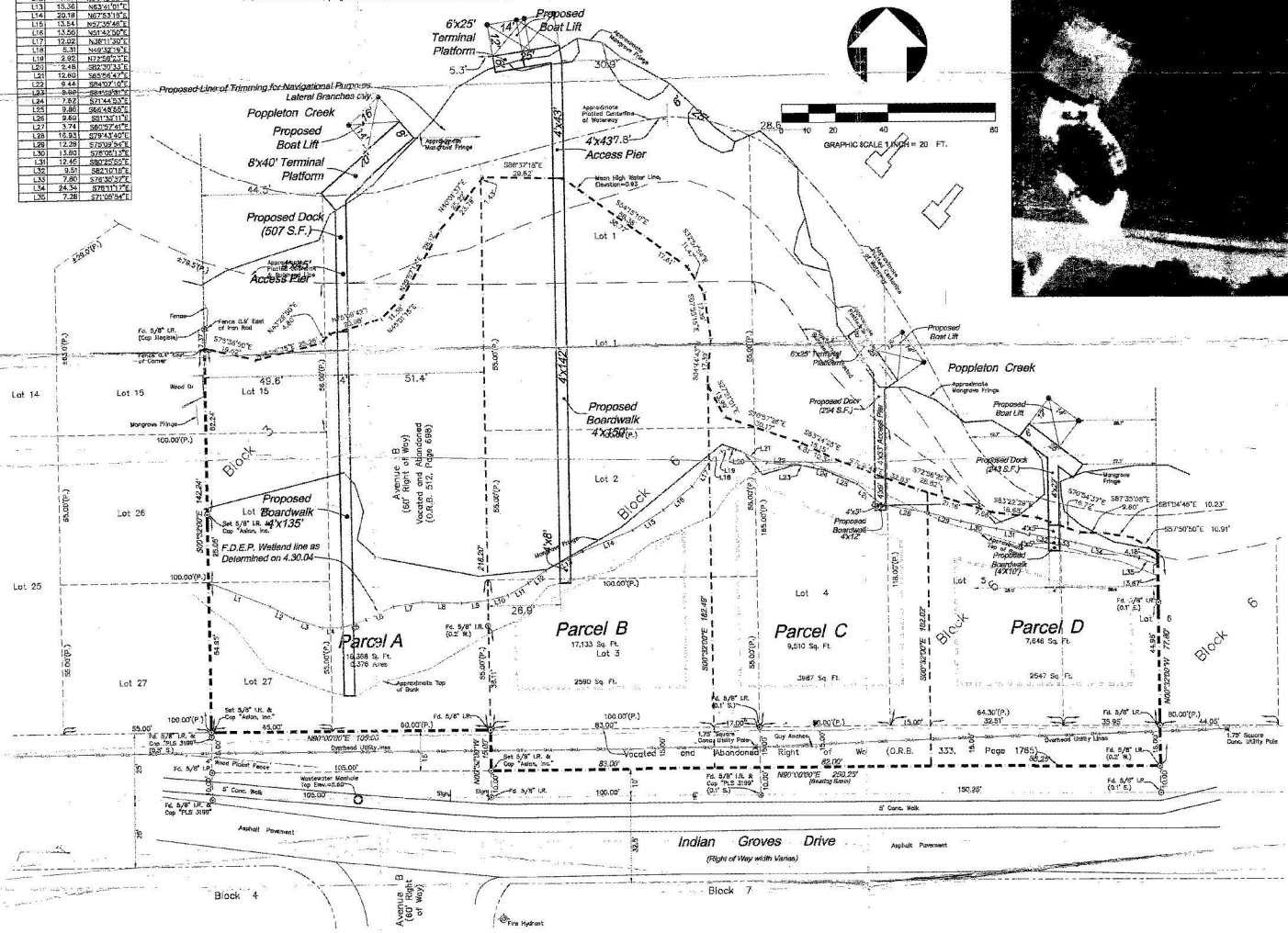
Specific Purpose Survey

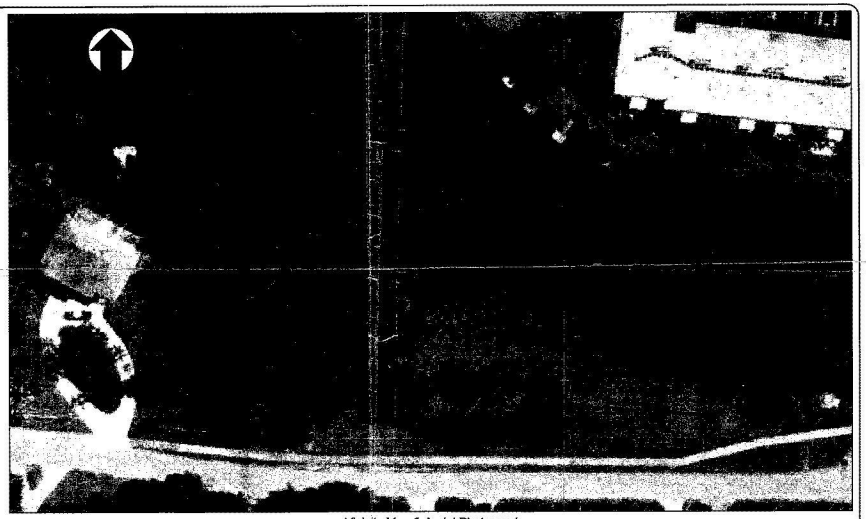
The East 45 feet of Lots 15, 26, and 27, Block 3 and Lots 1 through 5, Block 6 and the Westerly 35.95 feet of Lot 6, Block 6, INDIAN GROVES SUBDIVISION, Plat Book 1, page 37, Public Records of Martin County, Florida.

TOGETHER WITH that vacated and abandoned right-of-way as described in City of Stuart Ordinance No. 497, Official Records Book 333, page 1765, Public Records of Martin County, Florida, said right-of-way being 15.00 feet in width and lying South of and abutting the South line of Lots 3, 4, 5 and the Westerly 35.95 feet of Lot 6, Block 6, INDIAN GROVES SUBDIVISION, Plat Book 1, page 37, Public Records of Martin County, Florida.

TOGETHER WITH all of "Avenue B", a 60.00 foot right-of-way lying between Block 3 and 6, as vacated and abandoned in City of Stuart Ordinance No. 487, Official Records Book 512, page 698, Public Records of Martin County, Florida, INDIAN GROVES SUBDIVISION, Plat Book 1, page 37, Public Records of Martin County, Florida.

Wetland Line Table		
Line	Length	Direction
L1	24.51	S56°44'08"E
L2	9.80	S62°09'22"E
L3	11.24	S71°35'34"E
L4	7.03	S89°12'17"E
L5	9.73	N72°23'07"E
L6	12.40	N67°21'05"E
L7	10.89	N81°43'46"E
L8	14.51	S87°40'48"E
L9	9.93	N84°01'11"E
L10	7.60	N77°01'19"E
L11	8.78	N60°20'59"E
L12	7.87	N54°42'52"E
L13	13.36	N63°41'01"E
L14	20.18	N67°53'18"E
L15	13.54	N57°35'46"E
L16	13.56	N51°42'50"E
L17	12.02	N38°11'30"E
L18	5.31	N49°32'19"E
L19	2.92	N72°58'23"E
L20	2.48	S82°30'33"E
L21	12.60	S85°56'47"E
L22	9.44	S84°07'10"E
L23	8.60	S84°09'31"E
L24	7.62	S71°44'53"E
L25	9.86	S66°48'55"E
L26	9.69	S51°35'11"E
L27	3.74	S60°57'41"E
L28	16.93	S79°43'40"E
L29	12.28	S75°09'54"E
L30	13.60	S76°05'13"E
L31	12.45	S80°25'55"E
L32	9.51	S82°10'18"E
L33	7.60	S78°30'37"E
L34	24.34	S76°11'17"E
L35	7.28	S71°05'54"E





Vicinity Map & Aerial Photograph
1" = 40'

The Survey Map is not full and complete without the attached Survey Report. See attached Survey Report for the Description, Notes and Certification.

Prepared For:

South Beach Cottages and Lots, Inc.
Indian Groves Subdivision

City of Stuart, Martin County — Florida

ASLAN, INC.
CONSULTANTS • PLANNERS • SURVEYORS
MARINE ENVIRONMENTAL PERMITTING
2440 S.E. Federal Highway - Suite 700
Stuart, FL 34994 (772) 288-4880 Fax 288-0128

VERIFY SCALE
Bar is equal to One Inch on Original Drawing
0 — 1
Adjust all Scaled Dimensions Accordingly

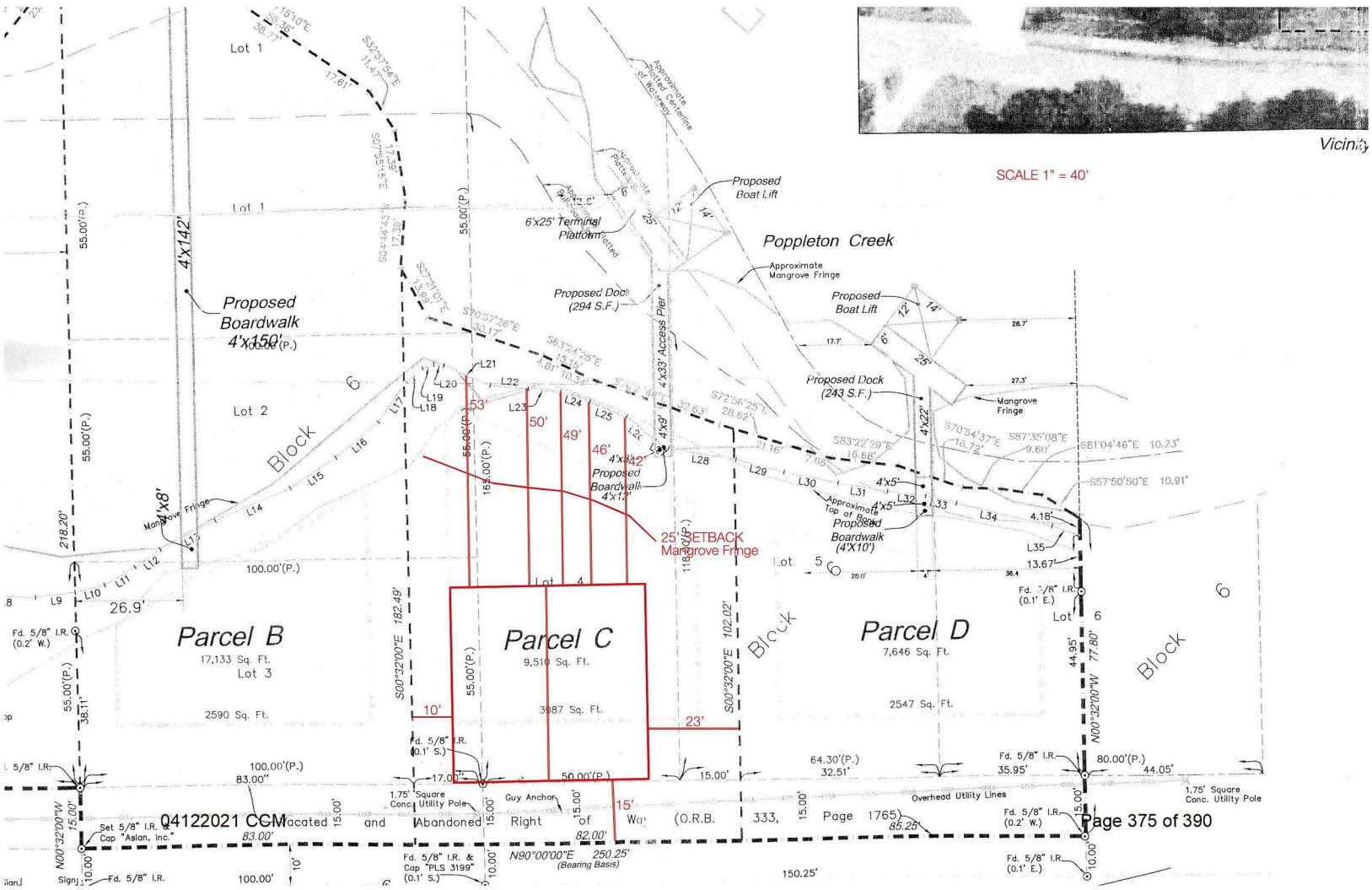
Sheet Title: Wetland Line

Date:	By:	Revision Description:

Scale: 1" = 20' | Date: 05.19.2004
Drawn By: cadd vl | Field Book:
Job No.: 1047.31.04

Sheet Number: 1 of 1
CADD File: pop-crk_SP_JWA1.dwg

04122021 CCM

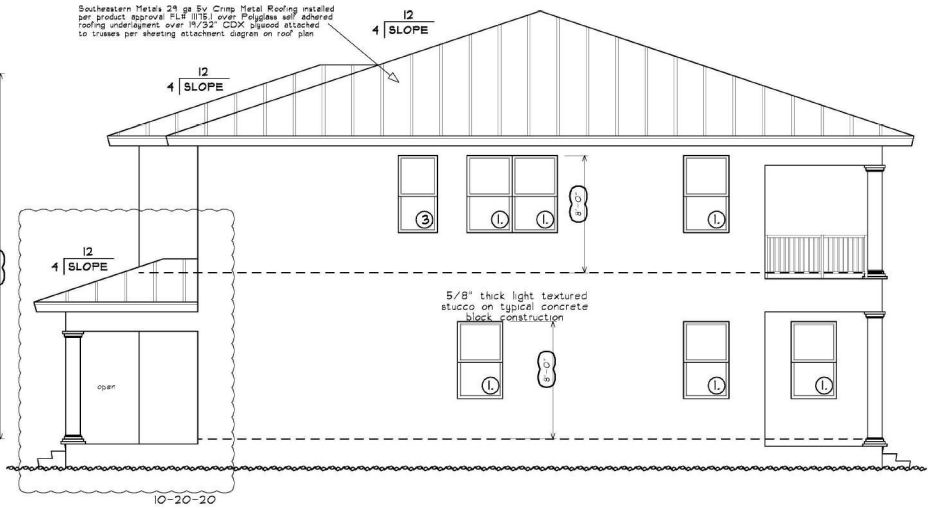


Vicinity
SCALE 1" = 40'
Poppleton Creek
Proposed Boat Lift
Approximate Mangrove Fringe
Proposed Dock (294 S.F.)
Proposed Dock (243 S.F.)
6'x25' Terminal Platform
4'x33' Access Pier
Proposed Boardwalk 4'x150'
Proposed Boardwalk 4'x12'
Proposed Boardwalk (4'X10')
25' SETBACK Mangrove Fringe
Mangrove Fringe
Block 6
Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Parcel B
17,133 Sq. Ft.
2590 Sq. Ft.
Parcel C
9,510 Sq. Ft.
3987 Sq. Ft.
Parcel D
7,646 Sq. Ft.
2547 Sq. Ft.
Overhead Utility Lines
1.75' Square Conc. Utility Pole
Guy Anchor
Set 5/8" I.R. & Cap "Aslan, Inc."
Fd. 5/8" I.R. & Cap "PLS 3199" (0.1' S.)
N90°00'00"E 250.25' (Bearing Basis)
N00°32'00"W 77.80'
S00°32'00"E 182.49'
S00°32'00"E 102.02'



FRONT ELEVATION

SCALE: 1/4" = 1'-0"

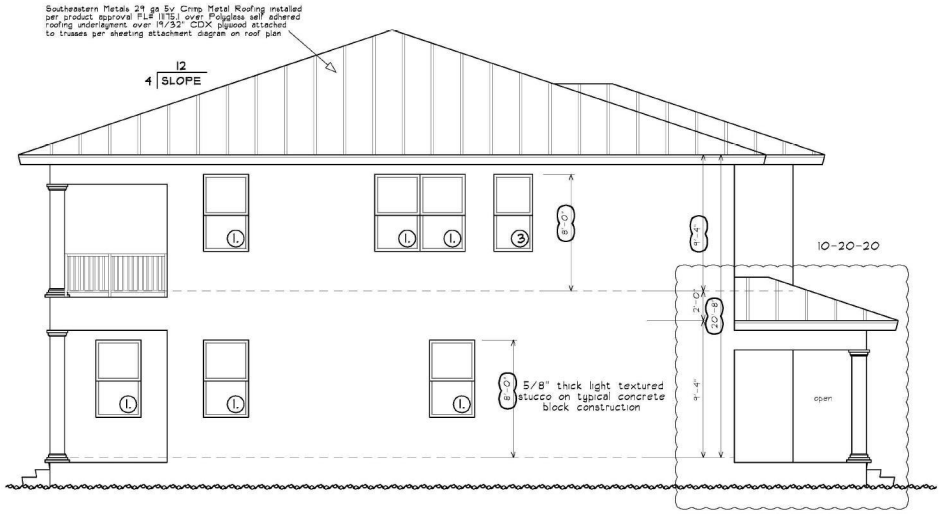


RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"

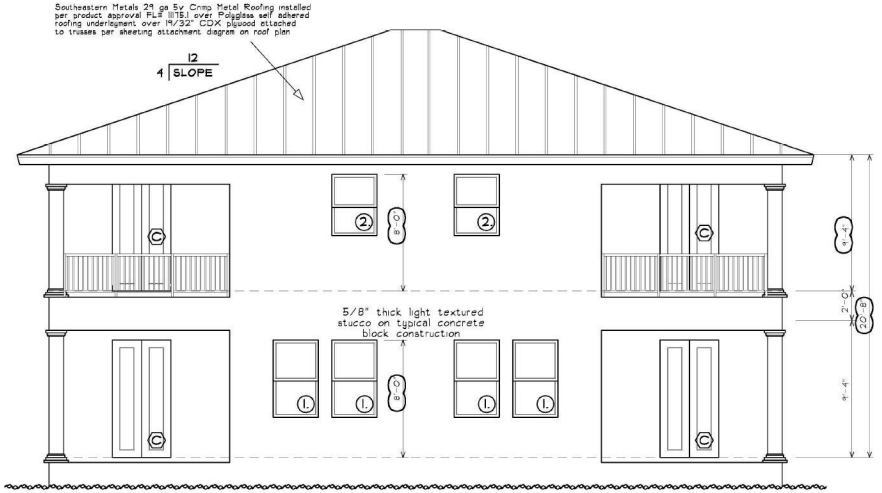
10-20-20

ALL SECOND FLOOR WINDOWS SHALL HAVE FALL PROTECTION COMPLYING WITH ASTM F2090



LEFT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"

Digitally signed by Daniel R. Braden
Date: 2021.02.17 16:22:14 -05'00'

Revisions :
10-20-20 PR. Revisions
1-24-21 Heights
2-17-21 Printed Full Set

Date Drawn: 10-7-20
Drawn by: T.E.R.C.U.
Checked by: D.R.B.

Duplex For:
Southern Landmark

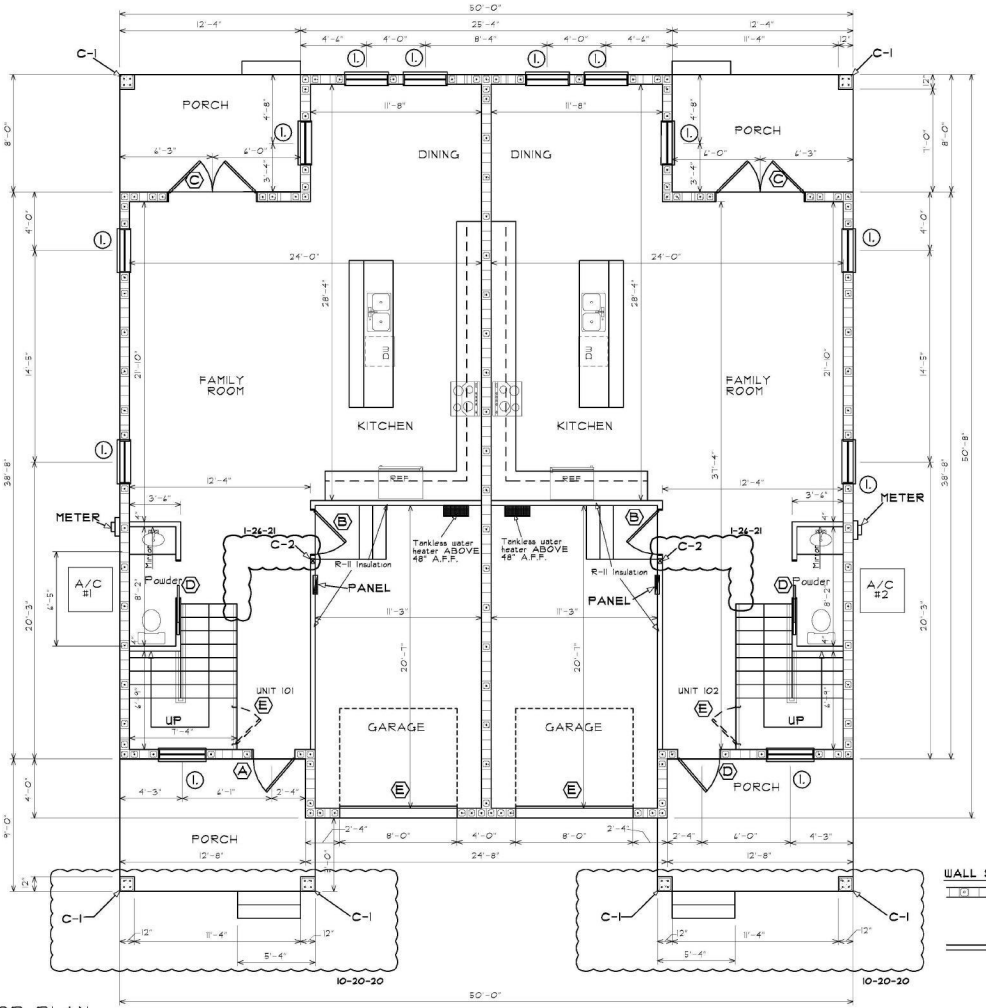
Address: MARTIN COUNTY, FL.

Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
417 S.E. COCONUT AVENUE
Tel.: (772) 287-6759
Fax.: (772) 287-8283
Website: www.bradenarchitects.com
Stuart, FL 34994 #AAC000032

SHEET NO:
1
OF 10.

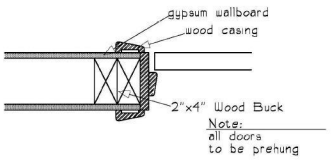
JOB NUMBER:
20-173

STATE OF FLORIDA
DANIEL R. BRADEN
AR 8770
REGISTERED ARCHITECT



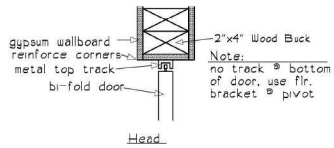
FLOOR PLAN

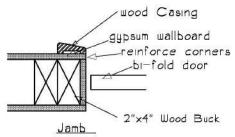
SCALE 1/4" = 1'-0"



Typical Interior Door Detail

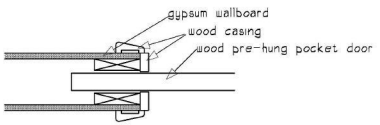
NTS





Typical Bi-Fold Door Detail

NTS



Typical Pocket Door Detail

NTS

WALL SYMBOL LEGEND

= CBS walls - Fill cells solid with concrete and (1) #5 bar vert. at 40" o.c. for walls up to 10'-0"± high. Space 32" o.c. for walls up to 15'-0"± For walls over 10'-0" a special inspection is required by any licensed structural engineer to review and approve the vert. steel installation in the footings, in the wall cavity and into beam.

= 2" x 4" non-bearing stud walls - see sections. Insulate with R-11 batts at bathrooms & between A/C and Non-A/C spaces

TYPICAL NOTES:

1. Contractor to verify ALL notes and dimensions prior to proceeding with work.
2. Contractor to STRICTLY enforce ALL OSHA Requirements.
3. ALL Lumber to be used as Beam, Rafters, etc... to have a minimum 1,400 P.S.I. fiber stress.
4. No dissimilar metals to touch.
5. ALL Concrete used for slabs shall be 2500 PSI concrete, and ALL Concrete used for vertical filled cells, continuous, tie beams etc.. to shall be 3,000 P.S.I. concrete and/or 4,000 P.S.I. grout mix
6. Drywall at ceilings shall be leveled and attached to bottom chord of trusses with screws.
7. ALL wood in contact with concrete shall be pressure treated.
8. ALL wall dimensions are nominal and not finished wall or stud dimensions.
9. ALL plumbing fixtures to be low flow.
10. Contractor to Provide Pan & Drain at water heater in accordance with the Florida Plumbing Code current edition.
11. Contractor to Provide a 2'-8" wide door at one bathroom for handicap accessibility requirements.
12. Lowest finished floor to be set by Governing Building Department surveyor to set in field.
13. Separation between residence and garage shall be per FBC R309.1 and R309.2
14. Door between garage and residence shall be 1-3/8" solid wood - 20 min. fire rated
15. The Garage shall be separated from residence and the attic area by 5/8" type "X" drywall applied to garage wall.
16. Garages beneath habitable rooms shall be separated from all habitable rooms above by no less than 5/8" type "X" drywall
17. ALL Floor to ceiling assemblies shall be protected by 5/8" type "X" drywall
18. Wall and Ceiling shall have a flame-spread classification of not greater than 200
19. Wall and ceiling finishes shall have a smoke-developed index of not greater than 450
20. All exposed attic insulation materials installed on attic floors shall have a critical radiant flux not less than 0.12 watt per square centimeter. Exposed foam plastic insulation materials exposed on the underside of the roof deck or on the attic walls shall comply with F.B.C. Residential Section R314 - see permit info box of code edition.
21. Gypsum board material shall conform to ASTM C36, C79, C475, C514, C420, C931 C960, C1002, C1047,C1177, C1178, C1278, C1395, or C1396 and shall be installed according to the following:

Drywall Thickness	Location	Orientation	Framing Member Spacing (Maximum)			Nail spacing options for installation of drywall into wood framing members 2" x min. thickness
				Nails	Screws	
1/2"	Ceiling	Perpendicular	24"	7"	12"	13ga	1 3/8" long with 19/64" head OR 0.098" diameter x 1 1/4" long annular-ringed or Ed cooler nail
	Walls	Either Direction	16"	8"	16"	0.080" dia. x 1 5/8" long with 15/64" head OR Gypsum board nail 0.086" dia. x 1 5/8" with 9/32" head.
5/8"	Ceiling	Perpendicular	24"	7"	12"	13ga 1 5/8" long with 19/64" head OR 0.098" diameter x 1 3/8" long annular-ringed or Ed cooler nail
	Walls	Either Direction	16"	8"	16"	OR 0.092" dia. x 1 7/8" long with 1/4" head OR Gypsum board nail 0.0915" dia. x 1 7/8" with 19/64" head.

22. ALL ceramic tile surfaces installed shall conform to ASTM A108.1 thru A108.6, A108.1, A118.1, A118.3, A136.1 and A137.1
22. Cement, fiber-cement or glass mat gypsum backers in accordance with ASTM C1288, C1325, OR C1178 and installed I.A.W. manufacturers recommendations shall be used as backer for the wall tile in tub areas and wall panels in shower areas.

Column Schedule

Mark	Size and Description
C-1	12" x 12" concrete column with (4) #5 bars vert. and #3 ties at 12" o.c. over 16" x 16" x 34"h concrete block pedestal with (4) #5 bars vert.
C-2	4" x 4" PT wood post

First Floor Square Footage Left Unit	
First Floor A/C =	791 sq. ft.
Covered Porch Total =	150 sq. ft.
Garage =	233 sq. ft.
First Floor Total =	1,174 sq. ft.

Second Floor Square Footage Left Unit	
Second Floor A/C =	1,035 sq. ft.
Covered Porch Total =	99 sq. ft.
Second Floor Total =	1,134 sq. ft.
Unit 101 Total =	2,308 sq. ft.

First Floor Square Footage Right Unit	
First Floor A/C =	791 sq. ft.
Covered Porch Total =	150 sq. ft.
Garage =	233 sq. ft.
First Floor Total =	1,174 sq. ft.

Second Floor Square Footage Right Unit	
Second Floor A/C =	1,035 sq. ft.
Covered Porch Total =	99 sq. ft.
Second Floor Total =	1,134 sq. ft.
Unit 102 Total =	2,308 sq. ft.

Under Roof Square Footage Breakdown	
First Floor Total =	2,348 sq. ft.
Second Floor Total =	2,268 sq. ft.
Total Under Roof =	4,616 sq. ft.

A/C Space Breakdown	
First Floor A/C =	1,582 sq. ft.
Second Floor A/C =	2,070 sq. ft.
Total A/C space =	3,652 sq. ft.

Digitally signed by Daniel R. Braden
Date: 2021.02.17 16:22:33 -05'00'

STATE OF FLORIDA DANIEL R. BRADEN AR 9770 REGISTERED ARCHITECT

Revisions: 10 PR Revisions 11-4-21 Revisions 1-24-21 Column/Girder Revisions 2-11-21 Printed Full Set

Date Drawn: 10-1-20
Drawn by: T.N.E.R.E.
C.C.U.
Checked by: D.R.B.

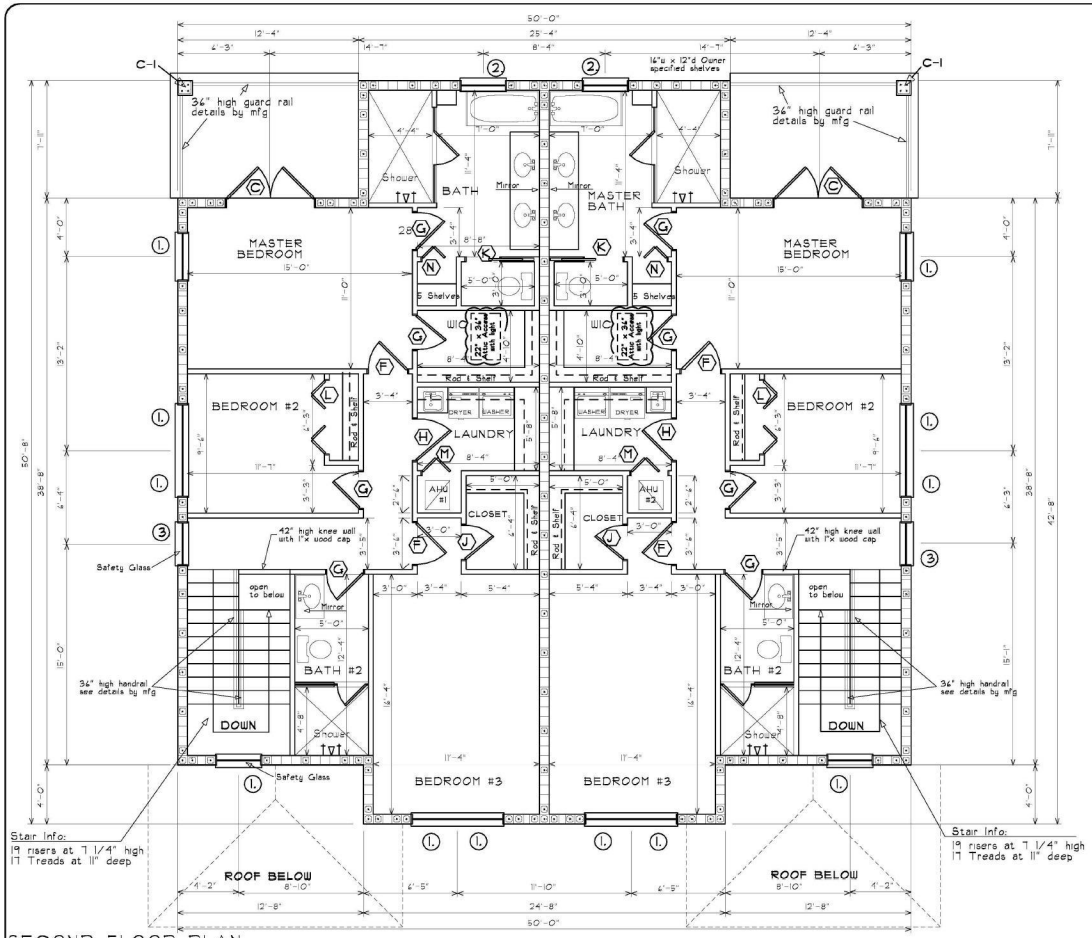
Duplex For: Southern Landmark

Address: MARTIN COUNTY, FL.

Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
417 S.E. COCONUT AVENUE
Tel : (772) 287-8258
Fax : (772) 287-8283
Website: www.bradenarchitects.com
Stuart, FL 34994 #AA0000092

SHEET NO: 2. OF 10.

JOB NUMBER: 20-173



SECOND FLOOR PLAN

SCALE 1/4" = 1'-0"

TYPICAL NOTES:

1. Contractor to verify ALL notes and dimensions prior to proceeding with work.
2. Contractor to STRICTLY enforce ALL OSHA Requirements.
3. ALL Lumber to be used as Beam, Rafters, etc... to have a minimum 1,400 P.S.I. fiber stress.
4. No disamilar metals to touch.
5. ALL Concrete used for slabs shall be 2500 PSI concrete, and ALL Concrete used for vertical filled cells, continuous tie beams etc.. to shall be 3,000 P.S.I. concrete and/or 4,000 P.S.I. grout mix
6. Drywall at ceilings shall be leveled and attached to bottom chord of trusses with screws.
7. ALL wood in contact with concrete shall be pressure treated.
8. ALL wall dimensions are nominal and not finished wall or stud dimensions.
9. ALL plumbing fixtures to be low flow.
10. Contractor to Provide Pan & Drain at water heater in accordance with the Florida Plumbing Code current edition.
11. Contractor to Provide a 2'-8" wide door at one bathroom for handicap accessibility requirements.
12. Lowest finished floor to be set by Governing Building Department surveyor to set in field.
13. Separation between residence and garage shall be per FBC R309.1 and R309.2
14. Door between garage and residence shall be 1-3/8" solid wood - 20 min. fire rated
15. The Garage shall be separated from residence and the attic area by 5/8" type "X" drywall applied to garage wall.
16. Garages beneath habitable rooms shall be separated from all habitable rooms above by no less than 5/8" type "X" drywall
17. ALL Floor to ceiling assemblies shall be protected by 5/8" type "X" drywall
18. Wall and Ceiling shall have a flame-spread classification of not greater than 200
19. Wall and ceiling finishes shall have a smoke-developed index of not greater than 450
20. All exposed attic insulation materials installed on attic floors shall have a critical radiant flux not less then 0.12 watt per square centimeter. Exposed foam plastic insulation materials exposed on the underside of the roof deck or on the attic walls shall comply with F.B.C. Residential Section R314 - see permit info box of code edition.
21. Gypsum board material shall conform to ASTM C36, C19, C475, C514, C630, C931 C960, C1002, C1047,C1177, C1178, C1278, C1395, or C1396 and shall be installed according to the following:

Drywall Thickness	Location	Orientation	Framing Vertical Spacing Maximum	Max. spacing of fasteners		Nail sizing options for installation of drywall into wood framing members 2" x nom. thickness
				Nails	Screws	
1/2"	Ceiling	Perpendicular	24"	7"	12"	Use 1 3/8" long with 19/64" head OR 0.098" diameter x 1 1/4" long annular-ringed or 6d cooler nail OR 0.080" dia. x 1 5/8" long with 9/64" head OR Gypsum board nail 0.086" dia. x 1 5/8" with 5/32" head.
	Walls	Either Direction	16"	8"	16"	
5/8"	Ceiling	Perpendicular	24"	7"	12"	Use 1 5/8" long with 19/64" head OR 0.098" diameter x 1 3/8" long annular-ringed or 6d cooler nail OR 0.092" dia. x 1 1/8" long with 1/4" head OR Gypsum board nail 0.0915" dia. x 1 1/8" with 19/64" head.
	Walls	Either Direction	16"	8"	16"	

22. ALL ceramic tile surfaces installed shall conform to ASTM A108.1 thru A108.6, A108.1, A118.1, A118.3, A136.1 and A137.1
23. Cement, fiber-cement or glass mat gypsum backers in accordance with ASTM C1288, C1325, OR C1178 and installed I.A.W. manufacturers recommendations shall be used as backer for the wall tile in tub areas and wall panels in shower areas.

Window Schedule

Mark	Size	Window Description
1.	3'-1" x 5'-3"	SINGLE HUNG - IMPACT - EGRESS
2.	3'-1" x 4'-2"	SINGLE HUNG - IMPACT - TEMPERED
3.	2'-6" x 4'-2"	SINGLE HUNG - IMPACT - TEMPERED

- ALL Windows to be white ESP aluminum windows with tint. Provide muntin's and structural mullions per elevations. See product approval chart for window manufacturer information.
- ALL windows to withstand Pressures stated in Permit Information Box on these plans.
- ALL windows in bathrooms to be tempered
- ALL windows within 18" of finished floor to be tempered unless impact rated.
- verify all masonry/rough opening sizes prior to ordering windows.

Door Schedule

Mark	Size	Door Description
A	3'-0" X 8'-0"	SINGLE LITE FRENCH
B	3'-0" X 8'-0"	SOLID CORE WOOD 2 PANEL - 20 min. Rated
C	6'-0" X 8'-0"	SINGLE LITE FRENCH
D	2'-6" X 8'-0"	SOLID CORE WOOD 2 PANEL - POCKET
E	2'-6" X 4'-0"	SOLID CORE WOOD 2 PANEL - CUT DOWN
F	2'-8" X 8'-0"	SOLID CORE WOOD 2 PANEL
G	2'-6" X 8'-0"	SOLID CORE WOOD 2 PANEL
H	3'-0" X 8'-0"	SOLID CORE WOOD 2 PANEL
J	2'-4" X 8'-0"	SOLID CORE WOOD 2 PANEL
K	2'-4" X 8'-0"	SOLID CORE WOOD 2 PANEL - POCKET
L	5'-0" X 8'-0"	SOLID CORE WOOD 2 PANEL - BIFOLD
M	2'-8" X 8'-0"	SOLID CORE WOOD 2 PANEL - BIFOLD
N	2'-4" X 8'-0"	SOLID CORE WOOD 2 PANEL - BIFOLD
P	8'-0" X 8'-0"	SECTIONAL GARAGE DOOR

- ALL exterior doors including garage doors to withstand pressures stated in permit information box on these plans.
- verify all masonry/rough opening sizes prior to ordering windows.
- See product approval chart on these plans for exterior door manufacturer information (including garage door)
- Provide one exit door (swing type) that is 3'-0" wide minimum and one emergency escape door (not shuttered). If escape door has glazing then it must be impact resistant and shall NOT be thru garage. This may be the same door if it meets both criteria listed above.

1-24-21

Revisions
10-6-20 PR Revisions
11-4-20 Revisions
1-24-21 Column/Girder Revisions
2-11-21 Printed Full Set

Date Drawn: 10-1-20
Drawn by: T.E.R.C.J.
Checked by: D.R.B.

Duplex For: Southern Landmark

Address: MARTIN COUNTY, FL.

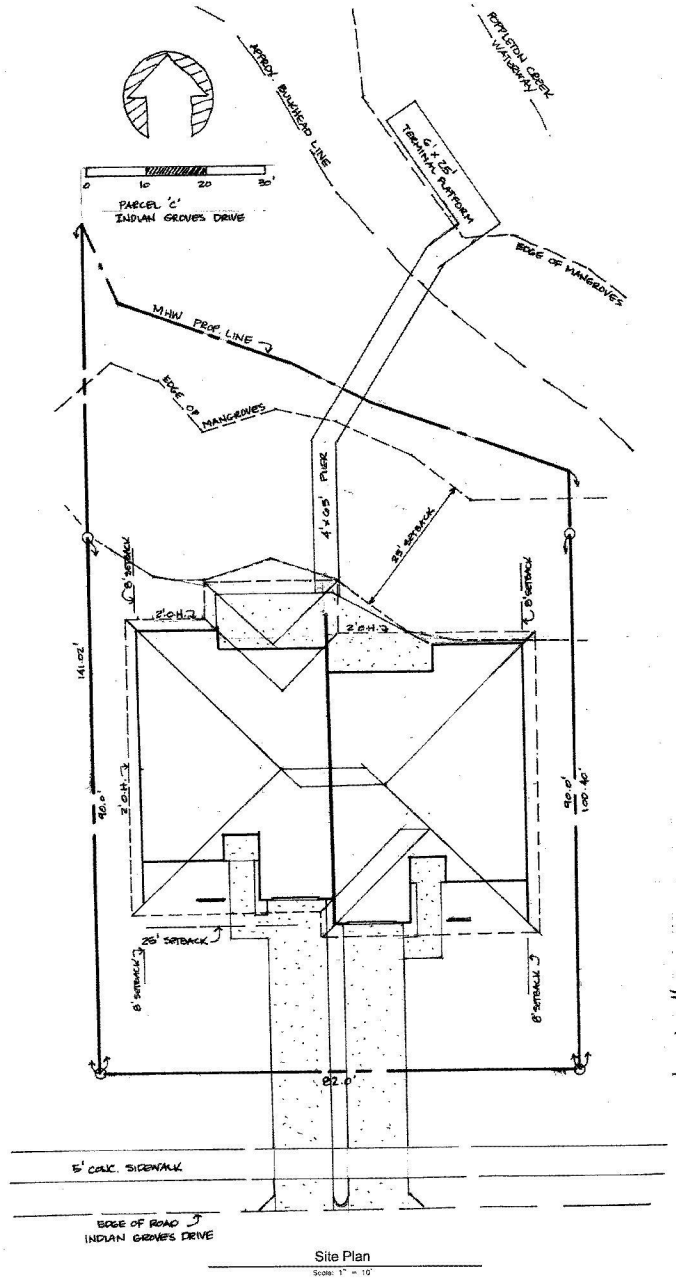
Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
411 S.E. COCONUT AVENUE
Tel : (772) 287-8258
Fax : (772) 287-8283
Website: www.bradenarchitects.com
Stuart, FL 34994 #AA0000032

SHEET NO: 3. OF 10.

JOB NUMBER: 20-173

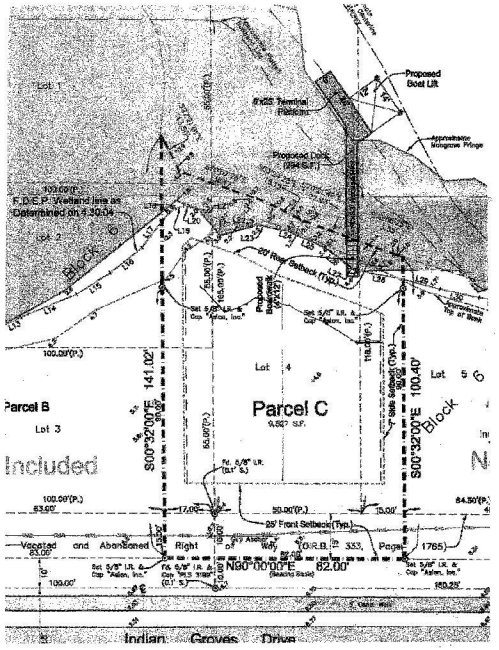
Digitally signed by Daniel R. Braden
Date: 2021.02.17 16:22:52 -05'00'

STATE OF FLORIDA DANIEL R. BRADEN AR 0770 REGISTERED ARCHITECT



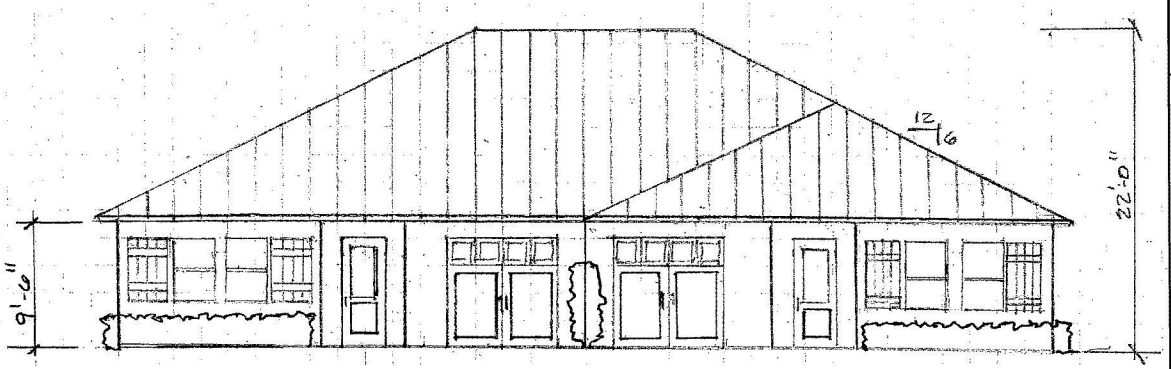
Site Plan

Scale: 1" = 10'



Survey of Site

Scale: 1" = 20'



Front Elevation

Scale: 1" = 4'

DESIGNED	ESK
DRAWN	ESK/CRK
CHECKED	ESK
SCALE	AS NOTED
DATE	12/23/2020

Proposed Residence for
Doug Bournique & Martha Briggs
Indian Groves Subdivision

Parcel 'C'
Indian Grove Drive

SHEET
1 of 1

ATLANTIC
ENVIRONMENTAL
ENVIRONMENTAL PERMITTING & MITIGATION

657 Montreal Avenue • Melbourne, FL 32935
ph 321.676.1505 • fax 321.676.1730

Memorandum

To: Mr. Andy Kirbach, PE
Morgan & Associates, Inc.

From: Jon Shepherd

Date: February 3, 2021

Re: Parcel 083841007006000110
Douglas Bournique
Indian Grove Variance Request

Per Mr. Bournique's request to obtain a variance on the above-referenced parcel from the City of Stuart's Land Development Regulations (LDR) – Resource Protection Standards and Hardship Relief, as well as the Comp Plan, we offer the following:

Section 10.02.00, Variance Setback Requirement Variances, defined in Section 6.01.03 (Building Setback Requirements) default to Section 5.04.04 for all waterfront properties.

Pursuant to the City of Stuart LDR Section 5.04.02.C, an on-average 75-foot upland buffer, minimum 50 feet, shall be provided and preserved around the on-site wetland connected to Poppleton Creek, an Outstanding Resource Wetland, and the upland buffer shall be provided a 10-foot construction setback. The provision for reduced upland buffer and compensation has been eliminated by Ordinance 2165-08.

Despite the fact that FDEP does not require an upland buffer between proposed development and a wetland such as the one located on the subject property, the City of Stuart is within its rights to require upland buffers and construction set-backs.

Our preliminary review of this project and discussions held with City of Stuart staff suggests that the above-referenced site should qualify for a setback variance. Should this setback variance be issued, Atlantic Environmental sees no environmental harm associated with this action.

Sec. 8.05.02. - Limitations on granting variances.

A. *Initial determination.* The board of adjustment shall have the power to authorize in specific cases such variances from the provisions set forth in subsection 8.04.01.A., which will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of certain parts of this code will, in an individual case, result in unnecessary hardship, so that the spirit of the code shall be observed, public safety and welfare secured, and substantial justice done. Such variance may be granted in such case of unnecessary hardship upon the following findings by the board of adjustment.

B. *Required findings.* The need for the proposed variance is attributable to unique characteristics of the property either as to the land or as to any improvements thereon, or both, and the proposed variance, if granted, will not:

1. Authorize any use of the property that is not allowed as a permitted use or a use allowed by conditional use in the district in which the property is located; and
2. Allow a density or intensity of use that exceeds the maximum density or intensity that is permitted in the district in which the property is located; and
3. Result in a verifiable reduction of the property values of any adjacent or nearby properties; and
4. Cause a detrimental effect in the supply of light and air to adjacent properties; and
5. Cause a detrimental effect with respect to drainage of the subject property as well as adjacent properties; and
6. Cause an increase of traffic on adjacent or nearby roads to levels that are not usual for the types of uses in the neighborhood; and
7. Cause any threat to public safety in any manner whatsoever; and
8. Cause any threat to the health or general welfare of the inhabitants of the city.

C. A variance shall not be granted that exceeds the minimum variance to the strict application of the provisions of this Code necessary to alleviate the unnecessary hardship.

Chapter VI - ON-SITE AND OFF-SITE DEVELOPMENT STANDARDS

6.00.00. - GENERAL PROVISIONS

Sec. 6.00.01. - Purpose.

The purpose of this chapter is to provide development design and improvement standards applicable to all development activity within the city.

Sec. 6.00.02. - Responsibility for improvements.

All improvements required by this chapter shall be designed, installed, and paid for by the developer.

Sec. 6.00.03. - Principles of development design.

The provisions of this chapter are intended to ensure functional and attractive development. Development design shall first take into account the protection of natural resources as prescribed in chapter V of this Code. All development shall be designed to avoid unnecessary impervious surface cover; to provide adequate access to lots and sites; and to avoid adverse effects of shadow, glare, noise, odor, traffic, drainage, and utilities on surrounding properties.

6.03.00. - STORMWATER MANAGEMENT

Sec. 6.03.01. - Generally.

A. *Intent.* It is the policy of the City of Stuart to promote efficient use and management of stormwater. To the maximum extent possible, stormwater will be percolated into the shallow aquifer by use of retention/detention areas, underground storage, green space, pervious pavement, and exfiltration systems. It is also the policy of the City of Stuart to protect existing facilities from adverse impacts of new construction.

B. *Applicability.*

1. The provisions of this chapter shall apply to development within the City of Stuart municipal boundaries, excluding the urban district, as follows:

(a) All new development shall be required to comply with the site design requirements of the South Florida Water Management District. New development shall be required to comply with all requirements for water quality as set forth in this chapter. Exfiltration systems shall be used for water quality purposes only. Proper management of stormwater runoff shall be accommodated through retention and detention, green space, allowable discharge and up to 40 percent underground storage.

(b) Renovation development, vacant development and infill development shall be required to comply with all requirements for water quality as set forth in this chapter. Exfiltration

systems shall be used for water quality purposes only. Not more than 40 percent of stormwater runoff may be stored in underground storage structures. The remaining 60 percent of the required stormwater runoff shall be accommodated through retention and detention, green space, and allowable discharge.

2. In the Urban Code District and East Stuart District, all development, including new development, substantial renovation and infill development, shall be required to comply with all requirements for water quality as set forth in this chapter. Exfiltration systems shall be used for water quality purposes only. Proper management of stormwater runoff may be accommodated through any combination of underground storage structures, retention and detention, green space, and allowable discharge.

   A certificate of occupancy shall not be issued if any portion of a stormwater system is not in compliance with the approved site plan.

C. *Site planning.*

1. Developments must, in their site planning, account for and compensate for historic drainage patterns in the area of the development so as not to cause flooding to adjacent and surrounding properties. ~~Single-family homes and duplexes on lots of record, though not required to have engineered site plans, must demonstrate by submission of a civil plan depicting that stormwater runoff will not flow onto adjoining properties.~~

2. Alterations, additions and modifications of existing facilities, as to the extent of the alteration, addition or modification are subject to this chapter.

D. *Drainage.* An adequate drainage system, including necessary ditches, canals, swales, percolation areas, berms, dikes, weirs, detention ponds, storm sewers, drain inlets, manholes, headwalls, end walls, culverts, bridges and other appurtenances shall be required in all subdivisions and developments for the positive drainage of storm and groundwater. The drainage system shall provide for surface waters affecting the subdivision or development.

E. *Stormwater treatment.* Stormwater treatment facilities shall be required in the subdivision or development to control stormwater runoff quality by providing for on-site retention/detention or other appropriate treatment technique for stormwater.

F. *Maintenance.* The capacity of a stormwater management system shall be properly maintained. Methods of required maintenance may include vacuuming exfiltration systems, vacuuming and pressure-cleaning pervious parking areas, replacement of berms, the installation of silt screens or similar devices, and the installation of sod. If any portion of a stormwater system ceases to function as designed, the property owner or occupant may be required to remove, repair or replace that portion of a stormwater system.

G. *Infill development.*

1. All single family and duplex residential infill lot development shall submit the following at time of building permit submittal:

i. A topographic survey which identifies existing improvements within and adjacent to the site.

ii. A lot grading plan that is designed to maintain consistent regional elevations at grade and prevent excessive stormwater runoff. The stormwater lot grading plan may be reviewed by the City's consultant engineer at no cost to the applicant.

2. Residential infill development shall comply with the approved lot grading plan and with the following:

i. Lot fill shall be limited to the minimum as determined by the stormwater management requirements.

ii. Foundation construction shall comprise of a stem-wall or extended footers or other method of foundation construction as approved during the Building Permit process.

iii. The owner/developer is responsible for showing that the development will not cause or increase off-site flooding to properties adjacent to or along the discharge path from the infill lot.

iv. If the residential infill lot has a waterfront then a buffered shoreline or other approved method for preventing excessive stormwater run-off into the waterbody shall be required.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/12/2021 **Prepared by:** Kev Freeman

Title of Item:

HOUSING PIPELINE, DENSITY AND POLICY OBJECTIVES: DISCUSSION WORKSHOP

Summary Explanation/Background Information on Agenda Request:

Staff will present a breakdown of the housing approval/construction pipeline and policy affecting development activity.

Recent development proposals have created community discussion regarding implementation of density within the City. It is important for staff to have direction regarding the implementation of requests to develop to the allocations set out within the Comprehensive Plan and Land Development Code.

Staff will be presenting an interactive map of Future Land Use density allocations.

Commission are requested to discuss and provide feedback to enable staff to take appropriate policy action.

Funding Source:

N/A

Recommended Action:

Discuss and provide feedback.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Extract from Comprehensive Plan	4/1/2021	Backup Material

Objective 1. A7. - Future land use categories.

The future land use categories defined below provide general descriptions intended to encompass all present and future land uses in the City of Stuart. The "Table of Land Use Densities and Intensities" provides specific density and intensity measures that shall establish the maximum density and intensity allowed in each land use category. The Future Land Use Map establishes the optimum, overall distribution of land uses as well as can be established on a City-wide basis. Neither these policies nor the Future Land Use Map shall be construed to mean that every parcel in a designated area is suitable for the designated use. Other plan objectives and policies will be applied to ensure that any proposed development will be suitable for the particular site. Similarly, the Future Land Use Map does not assure the landowner the right to the most intense use allowable under the designated future land use category. The City shall have the discretion to decide that the permitted land use shall be more limited than the maximum allowable under the future land use category; provided, that the City shall approve some development that is consistent with the City's plan.

Policy 1.A7.1. The City of Stuart has designated the following land use categories and allowed uses for all land within the City of Stuart:

A. *Low Density Residential:* One or two dwelling units per building. Includes single family detached, duplex, townhomes, patio homes, garden homes, foster homes, adult congregate living facilities of four or fewer unrelated residents, and zero-lot-line residences. Also, public facilities, churches, day care centers, schools and electric distribution substations are allowed.

B. *Multi-Family Residential:* One to three or more dwelling units per building. Includes single family detached, duplex, townhomes, patio homes, garden homes, apartments, condominiums, foster homes, group homes of four or fewer unrelated residents, and adult congregate living facilities (ACLF) of five or fewer unrelated residents. A limited amount of Commercial is allowed. Stealth communication towers are allowed. Also, public facilities, churches, day care centers, schools and electric distribution substations are allowed.

C. *Commercial:* Land uses and activities predominately connected with the sale, rental, and distribution of products or performance of professional and non-professional services. Includes retail sales, service establishments, business, professional and other offices, shopping centers, financial institutions, restaurants, entertainment, hotels, motels and other temporary lodging. A limited amount of Multi-Family Residential and indoor industrial uses are allowed. Mixed-use projects are allowed. Also, public facilities and electric distribution substations are allowed.

D. *Office/Residential:* This mixed-use category allows offices and living residential quarters in the same building or in adjacent buildings. Zoning controls the compatibility of these buildings with adjacent land uses. Commercial uses are allowed. Also, public facilities and electric distribution substations are allowed.

E. *Industrial:* Land uses and activities predominantly connected with manufacturing, assembly, processing, packaging, research, or storage of products. Additional permitted uses in such areas include warehousing, wholesale activity, machine repair, and limited indoor retail sales and professional and other offices. Also, public facilities and electric distribution substations are allowed.

F. *Public:* Public facilities and uses such as schools, government offices, recreation, cellular telephone towers, utilities, historic structures with public or private uses therein, and City sponsored or approved economic development or redevelopment projects. Additionally, uses which are determined to contribute to the overall community welfare such as vending or entertainment uses directly in support of the primary public use associated with a park, plaza, or community center, or City sponsored or approved community festival, fair, concert, parade, exhibition, farmers or craft market, or similar events are allowed. "Public" uses shall include those uses that are permitted in the "Recreation" and "Conservation" land use categories. Also, electric distribution substations are allowed.

G. *Institutional:* Private facilities that fulfill a public or quasi-public purpose or that are similar in nature or function to public facilities, and including public facilities. These include schools, nursing homes, hospitals, churches, cemeteries, utilities, transmission towers, clubs, day care centers, and adult congregate living facilities. Also, electric distribution substations are allowed.

H. *Recreation:* Lands and public facilities, including public recreational uses that are both "active" and "passive" in nature. These include, but not limited to, neighborhood and community parks, golf courses, and spectator sport facilities, and open space areas. Additionally, vending or entertainment uses directly in support of the primary recreational use are allowed. Cellular telephone towers are allowed. "Recreation" uses shall include those uses that are permitted in the "Conservation" and "Public" land use categories. Also, electric distribution substations are allowed.

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

J. *Neighborhood/Special District:* Mixed-use category allowing residential, commercial, and recreation land uses such that a functional vertical or horizontal mix of uses is achieved. Developments shall include a mix of residential and commercial or office. Uses may be mixed within a single building and on a single site provided that impacts from differing uses are mitigated through urban design techniques. Also, public facilities and electric distribution substations are allowed.

K. *East Stuart District:* General uses permitted include low density residential, multi-family residential, office, commercial, recreation and mixed-use projects. Also, public facilities and electric distribution substations are allowed.

L. *Conservation:* The purpose[s] of the conservation category include: to conserve and protect natural resources including wetlands, floodplains, unique native vegetation, and habitat of listed species; to provide flood control; and to provide a general open space amenity. Uses allowed include passive recreation support facilities and other public facilities and utilities which do not conflict with the purpose of this land use category.

M. *Marine/Industrial:* Waterfront district which permits continuation of industrial/marine uses while encouraging mixed use development including multi-family residential; commercial; office; lodging; marinas; and civic uses. Also, public facilities and electric distribution substations are allowed.

Policy 1.A7.2. Gross densities, gross intensities and proportional use amounts for each land use category are established in the "Table of Land Use Densities and Intensities" that is adopted as part of this element. In order to promote the efficient use of land and to provide an attainable housing stock (Policy 3.A2.6. Housing opportunities), the City's Land Development code shall provide adjustment, through the urban planned unit development process, to accommodate smaller residential units and allow smaller housing units to be calculated at 0.5 density per unit for units less than 900 sq.ft and 0.75 density per units for units less than 1100 sq.ft.

TABLE OF LAND USE DENSITIES AND INTENSITIES

		Residential			Non-Residential			
			RPUD or Major UCE [2]					
Land Use Category	In/Out CRA [1]	General	Not ALF [4]	ALF	% Residential	General	>2.0 FAR [3]	% Non-residential
Low Density Residential	NA	<8.72 du/ac to 11.62 du/ac [5]	<8.72 du/ac to 11.62 du/ac [5]	none	95-100%	<0.75 FAR		0—5%
Multi-Family Residential	In	<15 du/ac	<30 du/ac	<30 du/ac	70—100%	<3.0 FAR	<20 ac	0—30%
	Out	<10 du/ac to 11.62 du/ac [9]	<30 du/ac	<30 du/ac	70—100%	<0.5 FAR		0—30%
Commercial	In	<15 du/ac	<15	<30 du/ac	0—15%	<3.0 FAR	<50 ac	85—100%
	Out	<10 du/ac	<10	<30 du/ac	0—15%	<1.5 FAR		85—100%
Office/Residential	In	<15 du/ac	<30 du/ac	<30 du/ac	0—25%	<3.0 FAR	<10 ac	75—100%
	Out	<10 du/ac to 11.62 du/ac [9]	<30 du/ac	<30 du/ac	0—25%	<1.5 FAR		75—100%

Industrial	In	None			0%	<3.0 FAR	<10 ac	100%
	Out	None			0%	<1.0 FAR		100%
Public		None			0%	<1.0 FAR		100%
Institutional		<10 du/ac	<30 du/ac	<30 du/ac	0%	<0.75 FAR		100%
Recreation		None				<0.5 FAR		100%
Downtown Redevelopment		<15 du/ac [8]	<30 du/ac	<30 du/ac	0—70%	<4.0 FAR	<50 ac	0—70% [6]
Neighborhood/Special District	In	<15 du/ac		<30 du/ac	30—90%	<3.0 FAR	<10 ac	10—70%
	Out	<15 du/ac		<30 du/ac	30—90%	<2.0 FAR		10—70%
East Stuart	NA	<17 du/ac	<30 du/ac	<30 du/ac	70—100%	<1.5 FAR		0—30%
Conservation		None			0%	<10% ISR		100%
Marine/Industrial		<15 du/ac	<15 du/ac	NA	0—25%	<3.0 FAR	<5 ac	0—75%

[1] CRA = Community Redevelopment Agency. A delineated area.

[2] RPUD = Residential Planned Unit Development; Major UCCU = Major Urban Code Conditional Use.

[3] The total number of acres in developments approved and constructed after the policy effective date that exceed 2.0 FAR shall not exceed the specified amount.

[4] ALF = Assisted Living Facility

[5] This designation is intended for parcels that are suited for single family attached and detached and duplex development ranging in density from 8.72 for single family units to 11.62 for duplex units.

[6] Recreation uses shall not exceed 25 percent of the land area.

[7] ISR = Impervious surface ratio. Not to exceed 10,000 square feet for any contiguous parcel.

[8] Shall be interpreted on an Urban Subdistrict basis within the CRA (including Urban Neighborhood, Urban General, Urban Center, Urban Waterfront, and Urban Highway).

[9] This designation is intended for parcels that are suited for single family attached and detached, duplex and multi-family development ranging in density from 10 for single family units to 11.62 for multi-family and duplex units.

Note: Throughout the City, properties located in the Coastal High Hazard Area (CHHA), as identified on the future land use map in the Coastal Element of the Comprehensive Plan, are limited to 15 dwelling units per acre unless the applicant can demonstrate to comply with Florida Statute 163.3178 (9)(a)1,2 and 3. ALFs shall continue to be prohibited within the Coastal High Hazard Area.