



A G E N D A

**SPECIAL MEETING OF THE STUART CITY COMMISSION
COMMUNITY REDEVELOPMENT AGENCY AND
COMMUNITY REDEVELOPMENT BOARD**

TO BE HELD April 26, 2021

**AT 4:30 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**

COMMUNITY REDEVELOPMENT AGENCY

**Chairperson - Eula R. Clarke
Vice Chairperson - Merritt Matheson
Board Member - Becky Bruner
Board Member - Troy McDonald
Board Member - Mike Meier
Ex Officio Board Member - Tom Campenni
Ex Officio Board Member - Pete Walson**

COMMUNITY REDEVELOPMENT BOARD

**Chairman - Chris Lewis
Vice Chairman - Tom Campenni
Board Member - Nina Dooley
Board Member - Katie Makemson
Board Member - Nikolaus Schroth
Board Member - Frank Wacha
Board Member - Pete Walson**

ADMINISTRATION

**City Manager, David Dyess
City Attorney, Michael Mortell
City Clerk, Mary R. Kindel
Development Director, Kevin Freeman**

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

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

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

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

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

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

COMMUNITY REDEVELOPMENT AGENCY

1. BUDGET AMENDMENT TO ALLOCATE CRA FUNDS FOR THE SITE PLANNING AND DESIGN OF THE GUY DAVIS COMMUNITY PARK PROJECT (PHASE 1)

RESOLUTION NUMBER 03-2021 CRA; A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT #2 TO THE FY 2021 CRA BUDGET TO TRANSFER FUNDS FROM THE CRA FUND BALANCE TO ALLOCATE FOR THE SITE PLANNING AND DESIGN OF THE GUY DAVIS PARK IN THE AMOUNT OF \$344,517; PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

2. PRESENTATION OF SEMINOLE STREETScape DESIGN AND UNDERGROUNDING OF OVERHEAD UTILITIES WITHIN THE PROJECT LIMIT.
3. APPROVAL OF 03/22/2021 CRA MINUTES

CITY COMMISSION

4. AWARD OF RFP# 2021-200, DESIGN OF GUY DAVIS COMMUNITY PARK (RC):

RESOLUTION NO. 39-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF RFP #2021-200, DESIGN OF GUY DAVIS COMMUNITY PARK TO THE TOP RANKED FIRM, CALVIN, GIORDANO & ASSOCIATES, INC., OF PORT SAINT LUCIE, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES .

CONSENT CALENDAR

5. APPROVAL OF 01/25/2021 JOINT CRA/CRB/CCM MINUTES

ORDINANCES

COMMUNITY REDEVELOPMENT BOARD

ADJOURNMENT

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST Joint CCM/CRA/CRB

Meeting Date: 4/26/2021

Prepared by: Pinal Gandhi-Savdas

Title of Item:

BUDGET AMENDMENT TO ALLOCATE CRA FUNDS FOR THE SITE PLANNING AND DESIGN OF THE GUY DAVIS COMMUNITY PARK PROJECT (PHASE 1)

RESOLUTION NUMBER 03-2021 CRA; A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT #2 TO THE FY 2021 CRA BUDGET TO TRANSFER FUNDS FROM THE CRA FUND BALANCE TO ALLOCATE FOR THE SITE PLANNING AND DESIGN OF THE GUY DAVIS PARK IN THE AMOUNT OF \$344,517; PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Community Redevelopment Board

On April 6, 2021, the Community Redevelopment Board voted 7-0 to recommend approval of budget amendment for Phase 1 site planning and design of the Guy Davis Community Park.

Summary

The City, through the issuance of the Request for Proposal (RFP), solicited responses from interested parties for professional design and engineering services for the Guy Davis Community Park Improvements. The City received ten (10) proposals. The selection committee evaluated the proposals based on the firms' qualifications, operational plan/task approach, previous jobs familiar to request, experience/past performance, and quality of submittal. The top 6 firms presented their vision ideas for the park with the selection committee. The presentation included a conceptual design, professional opinion/experience using synthetic turf versus grass fields and cost projection. Following the presentations, the selection committee collectively agreed the top ranked firm to be Calvin, Giordano & Associates (CGA), Inc.

On January 25, 2021, the City Commission authorized the City Staff to negotiate with the top-ranked firm, CGA, Inc. In preparation for the scope of work, City Staff provided some comments about the vision idea plan that was developed and presented by the CGA throughout the RFP process. The improvements will include:

- A new multipurpose field
- Grass fields for playing surfaces
- Previous parking lot
- Dual-facing stage for small and large performances
- Sail shade over the stage area
- Secondary ingress/egress into the park from Old Dixie Highway or SE 14th Street.
- Interactive aquatic play equipment such as misters and water features (no splash pad)
- Pour in play surfacing for existing playground
- Pavilions for picnic or birthday parties
- Restroom with storage space
- Walking/Jogging trail
- Event lawn area for food truck gathering space or green market
- Outdoor Fitness area/equipment
- Proposed improvements should provide connectivity to existing built out areas (e.g. concession stand, covered basketball court)
- Lighting for all areas in the park
- Landscape and irrigation
- Project identification signage

The scope of services will be provided in two phases. The first phase will include the development of the design plans to a Schematic Design level for accuracy that it can be achieved and provide Engineer's Estimate of Probable Cost for the improvements. The Schematic Design package with the estimated probable cost will be presented at the Joint CRB/CRA/CC meeting before we proceed to the second phase. At this point, the City Staff will be looking for direction for alternative sources of funding to fund the second scope of services to develop the final engineering plans and construction of the project.

Funding Source:

FROM: CRA Fund Balance – \$344,517

TO: Guy Davis Community Park Site Planning and Design – \$344,517

Recommended Action:

Approve Resolution No. 03-2021 authorizing a budget allocation of \$344,517 for the site planning and design of the Guy Davis Community Park Improvements.

ATTACHMENTS:

	Description	Upload Date	Type
▣	A1. Resolution No. 03-2021 Budget Amendment	3/29/2021	Resolution add to Y drive
▣	D1. Scope of Work Guy Davis Park	4/7/2021	Backup Material



**BEFORE THE COMMUNITY REDEVELOPMENT AGENCY
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 03-2021 CRA

A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT #02 TO THE FY 2021 CRA BUDGET TO TRANSFER FUNDS FROM THE CRA FUND BALANCE TO ALLOCATE FOR THE SITE PLANNING AND DESIGN OF THE GUY DAVIS COMMUNITY PARK IN THE AMOUNT OF \$344,517; PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, that:

SECTION 1: The Community Redevelopment Agency of the City of Stuart hereby authorizes a FY 2021 budget transfer as follows:

FROM: CRA Fund Balance – \$344,517
TO: Guy Davis Community Park Site Planning and Design – \$344,517

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 03-2021 CRA
Budget Amendment #2 to FY 2021 CRA Budget

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

EULA R. CLARKE, CHAIRPERSON
MERRITT MATHESON, VICE CHAIRPERSON
BECKY BRUNER, BOARD MEMBER
TROY MCDONALD, BOARD MEMBER
MIKE MEIER, BOARD MEMBER
PETE WALSON, EX-OFFICIO BOARD MEMBER
TOM CAMPENNI, EX-OFFICIO BOARD MEMBER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of _____, 2021.

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE
CHAIRPERSON

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY



STANDARD CONTRACT

CONTRACTOR: Calvin, Giordano & Associates, Inc.
2400 SE Veterans Memorial Parkway, Suite 207
Port Saint Lucie, Florida 34952

PROJECT: RFP #2021-200: Design of Guy Davis Community Park Improvements

CONTRACT FOR SERVICES

THIS AGREEMENT, hereinafter "Contract," made and entered into the ____ day of _____, 2021 by and between **Calvin, Giordano & Associates**, hereinafter referred to as "Professional" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

PURPOSE OF CONTRACT

The City intends to enter into a contract with Professional for provision of Professional Architectural, Engineering and Related Services for the Design of Guy Davis Community Park Improvements the Professional and the payment for those services by City as set forth below.

SCOPE OF SERVICES

Section 1.

CITY enters into this contract with CONSULTANT for provision of Professional Services associated with the project described above. Included are the essential and necessary tasks to complete the desired work. Tasks are broken down into two phases (Purchase order #1 and Purchase Order #2) and organized in tasks phases to illustrate the workflow upon which they will be executed. Included are the essential and necessary tasks to complete the desired work. Each task will be associated with a Purchase order. The CONSULTANT agrees it will perform those professional services for the fees stipulated below. The detailed scopes of service to be performed are as follows:

Purchase Order 1 will include the development of the design plans to a Schematic Design level, where a reasonable accuracy can be achieved for presentation to and approval by the City Commission. Following its approval, **Purchase Order 2** will include the necessary public outreach associated with the project to communicate the concept approved by Commission and will culminate in the development of biddable construction plans for the park.

There is an understanding that City Commission, at the time of approving the work-product of PO1, may request modifications that may increase or decrease the expected workload and deliverables for PO2. As such, please

note that the proposed scope of work and fees for PO1 are binding in accordance to this proposal; conversely, because they may change, the scope and fees for PO2 shall only be considered an estimate of the anticipated investment in that purchase order and shall not be binding. It is the understanding of all parties that upon the acceptance and completion of PO1, CGA and the City shall negotiate the final scope and fees to deliver PO2 in accordance with any directives and/or modifications requested by the Commission at the time of issuing their approval.

The basis of compensation is hourly based upon CGA's standard rates for a Lump Sum **not to exceed an amount of \$ 344,517.00**. Note that we are including a 5% reimbursable expense, which shall remain the property of the City and will only be used to cover expenses related to printing and other production needs with the prior written authorization of the City. The estimated cost for Purchase Order 02 is currently estimated at \$ 362,005.30 (inclusive of a 5% reimbursable expense). Together, this represents a total anticipated amount of \$706,522.30.

1.1 Proposal Organization

Included are the essential and necessary tasks to complete the desired work. Tasks are broken down into two Purchase Orders and organized in a task-format and sequenced to illustrate the workflow upon which they will be executed. All services excluded from this contract are provided at the end of the document.

PURCHASE ORDER 01:

1. **General Services** – Services needed to administer the project and deliver it to the client. These include general project management services, Quality Assurance and Quality Controls processes, coordinating with sub-consultants, etc.
2. **Foundation Data-Collection Phase** - Collecting all necessary background and foundational data needed to provide the services and generate a design.
3. **Platting** – Services needed to plat the property utilizing the Survey Boundary and adding all easements. Prepare a Record Plat drawing of the subject parcel in accordance with the requirements as set forth by Florida Statutes Chapter 177, Part 1 and all applicable platting requirements as outlined in the Martin County Land Development Code, Section 4.912 - Plat Requirements. Plat Processing by CGA staff has been included in this proposal.
4. **Conceptual Design Phase** – Working closely with City Staff (specifically those responsible for steering and guiding the design and development decisions) to develop a conceptual plan that identifies the size, location and metrics of the many components that need to be included. The basis of design for the conceptual plan will be the pre-concept sketches included in CGA's response to the RFQ solicitation package. The objective of the conceptual plan will be to provide layout strategies to scale on a surveyed base, identifying the programming and uses of the future park, and finalizing all the areas and inter-relationships of uses and components to be included.
5. **Schematic Design Phase** – Based on the approvals and directives of the Conceptual Design, CGA will further develop the design under Staff direction to the point that it meets the criteria for submission to the City Commission for a consideration of "in compliance" consistent with the City's *Sec. 11.01.00 Processing of Plan Applications* process. The components that will be provided to the City Commission will be consistent with *Appendix B – Concept Plan Components* of *Sec. 11.01.02*. This Phase will include an Engineers Estimate of Probable Cost to the proposed plan's cost against the City's expressed construction budget of \$5 Million dollars.

PURCHASE ORDER 02:

6. **Public Outreach Process** – Once the site plan is deemed “in compliance” and approved by City Commission, CGA will engage in a public engagement process to be determined by the City at the time of negotiating Purchase Order 2. For purposes of estimating the cost of the investment, we are assuming that the same graphic and illustrative materials that will be utilized to obtain the approval by the City Commission will suffice for the public engagement process. We are also assuming that the public outreach process will be limited to communicating to the community the decision of the Commission and to describe in detail what has been approved as a directive. As such, we are estimating 3 meetings at a cost of \$2,280.00 per virtual meeting, which includes meeting preparation, meeting attendance, and preparation of the meeting notes.
7. **Design Development Phase** – Development of construction plans and detailing to a level of completion consistent with 60% up to a 90% completion of the final construction plans. This phase will require the sign-off and approval at both the 60% and 90% completion levels by City Staff. Sign-off will serve to memorialize consistency with the design intent, as it was presented to and approved by City Commission at the completion of Purchase Order 01.
8. **Biddable Documents Preparation Phase** – Development of construction plans, construction detailing, and specifications beyond the 90% completion level to 100% completion level and the preparation of technical specifications, where needed, to provide to the City in preparation of the City’s bidding process.
9. **Bidding and Awarding Assistance Phase** – Assisting City Staff in the preparation of the bid award process, generally limited to the preparation of the bid tender form for inclusion in the solicitation package, assisting in the drafting of comparable past experience requirements to be required of prospecting bidders, provide responses to Request for Information that may result in the issuance of addendums during the bidding phase, and verifying comparable work and issuing an analysis to the Procurement Department to append to their overall evaluation of the bidders.

1.2 Scope of Work – Detailed Task Approach

PURCHASE ORDER 01

GENERAL SERVICES (GS)

Task 1: Project Management

- CGA shall provide project management and project coordination services throughout the design and permitting process. The time and effort investment to achieve this is applied as a 4% mark-up cost of the final overall fee total. This will include:
 - the development of a communications plan,
 - coordination of the design team and included sub-consultants,
 - permitting,
 - design,
 - schedule,
 - adherence of design to construction budget,
 - adherence of design to the City of Stuart’s directives, and
 - interactions with the City of Stuart Staff.
- Providing prompt resolutions of issues which may arise during the design and/or permitting process.

- Addressing internal-review comments from City Staff at key staff review opportunities provided and detailed herein. The basis of scope for addressing comments from City Staff is based on the assumption that the City's Project Manager will be responsible for consolidating all comments from all departments into a single excel document, determining the validity and application of the comment, determining if the comment needs to be brought to the attention of CGA, and providing a direction on to what degree to incorporate the comment. CGA will not be responsible for addressing comments that are provided piece-meal or which have not been vetted by the City's Project Manager with a directive for incorporation/exclusion from the plans.
- Status updates shall be submitted to the City at key milestones, indicating percent complete for each task.
- For all meetings included in this Agreement and detailed in this scope, CGA will prepare agendas, attend and prepare meeting minutes for distribution.

Task 2: Quality Assurance / Quality Control (QA/QC)

- CGA shall provide extensive quality assurance and quality control practices to ensure that plans account for potential constructability issues, conflicts between design solutions by disciplines, and that omissions are reasonably eliminated. The time and effort investment to achieve this is detailed in each task where it will be performed. These services may include:
- Peer-review of the entire set of plans at each phased submittal for each department and sub-consultant,
- Constructability review by in-house, or third-party out-of-house professional.

Task 3: Bi-weekly Progress Meetings

- CGA will conduct bi-weekly progress meetings via teleconferencing platform, such as Zoom, to review the status, progress and look-ahead of the project. Bi-weekly progress meetings are intended to be short and brief, with a focus on quickly identifying immediate needs of the project and serving as an opportunity to solicit clarification or directives from the City on specific relevant topics. These bi-weekly progress meetings are estimated at 30 minutes for each meeting.

1.3 Foundation Data-Collection (FD) Phase

Task 1: Project Kick-off Meeting

- The CGA project team will attend one (1) kick-off meeting with the appropriate City representatives to introduce key team members to the City staff and review available planning and reference documents defining the project scope. Preliminary project goals, objectives, project reporting, decision-making processes, workflow, schedule, budget, and quality control will be discussed. The City will provide a list of any agencies having jurisdiction or for which special processes need to be met, outside of those already known to the CGA team for known permitting processes.
- The project kick-off meeting will be conducted via a Zoom meeting. City Staff to coordinate City Staff availability; CGA to provide Zoom meeting information. The scope will include:
 - Preparation a digital presentation outlining all the information
 - Conducting a group meeting via teleconferencing media, such as Zoom.

Task 2: Survey

- CGA will conduct a Topographic Route Survey for approximately 18 acres of park and parking lots within the City-owned site; as well as the adjacent rights-of-way up to the opposing existing edge of pavement on Old Dixie Highway (A1A), E 14th Street, SE Pathfinder Ave and the centerline of SE 10th Street.
- Data Gathering

- Obtain and review all public records documents as to rights-of-way, property ownership, platted easements, etc., as necessary to define the right-of-way limits of each roadway corridor.
- Obtain, review and field recover any National Geodetic Survey (NGS), Florida Department of Transportation (FDOT), or Martin County Engineering Department horizontal and vertical survey control within and/or adjacent to the project limits.
- Topographic Boundary Survey
 - Prepare a geometrically precise base map referenced to Florida State Plane Coordinates (East Zone NAD 83/90) with all right-of-way lines, lot lines, platted easements, and all lot, block, and recorded plat information.
 - Obtain cross section topographic information at a maximum of fifty (50) foot intervals between longitudinal and cross-sectional points together with any grade breaks, swales, mounds or other definitive elevation change within the project limits. All survey data shall be referenced vertically to North American Vertical Datum of 1988 (NAVD88) and horizontally to North American Datum 83/90 (NAD 83/90).
 - Locate all above-ground improvements within the survey limits, with horizontal locations and vertical elevations being provided for such items as edge-of-pavement, sidewalks, driveways, access points, curb cuts, buildings, and visible aboveground utilities. Visible aboveground utilities refer to the visible structures (e.g., manholes, valve boxes, inlets, risers, etc.), typically associated with storm drainage, sanitary sewer, potable water, electric, gas, telephone and cable television.
 - Review required, applicable criteria to be incorporated from review of existing as-builts information, if applicable.
 - Survey of existing storm drainage and sanitary sewer systems shall include measurements for pipe sizes, type of material, bottom of structure, direction of flow, and invert elevations for any accessible manholes of storm and sewer manholes, inlets within the project limits. Any pipes surveyed within the survey limits shall follow the pipe to the next structure to obtain the downstream invert.
 - Prepare a Map of Survey signed and sealed by a Professional Surveyor & Mapper registered in the State of Florida. The survey will be prepared in accordance with the standards as set forth by Chapter 5J-17 of the *Florida Administrative Code*, pursuant to Florida Statutes Chapter 472.027.
 - Obtain and incorporate utility markings as researched through the Utility coordination and Sub-surface Investigation tasks detailed elsewhere in this proposal.
- Tree Survey
 - The CGA team will map the areas of existing native and non-native vegetation within the proposed project area for use in the landscaping design and to evaluate areas of exotic vegetation that will be required to be removed, as well as potential environmental impacts of the project. All trees greater than a 3-inch diameter at breast height within the project limits will be located. Information pertaining to tree type, height, canopy spread, and tree diameter will be documented per tree.
 - The tree survey will provide the Botanical and Common name within the project limits. The survey table will include these descriptions with the information noted above.
 - Tree evaluations by in-house Certified Arborists will provide final determinations on the conditions of each tree, determine their survivability to potential relocation, and determine possible mitigation requirements if each if identified for removal.

Task 3: Platting

- Prepare a Record Plat drawing of the subject parcel in accordance with the requirements as set forth by Florida Statutes Chapter 177, Part 1 and all applicable platting requirements as outlined

in the Martin County Land Development Code, Section 4.912 - Plat Requirements.

- Items to be included on record plat drawing:
 - Plat location sketch
 - North arrow and graphic scale
 - Name of the owner of the property or the owner's authorized agent
 - Lots and blocks of adjacent recorded plats
 - Plat boundary and interior lot lines with bearings and distances
 - Existing streets and alleys on or adjacent to the tract, including name and right-of-way width.
 - Legal description of the property being platted, all existing easements and rights-of-way within or adjacent to the plat limits.
 - Prepare dedication and acknowledgement signature blocks on plat drawing.
 - Set Permanent Reference Monuments (PRM's) at the exterior plat
 - Review of a current title commitment for the parcels (as supplied by others)
 - Plot any Schedule B-II title exceptions that pertain to survey matters and are required to appear on the plat drawing.
 - Address all comments, issues or other requirements that occur during the review portion of the plat with regards to survey comments and plat recordation issues.
- Plat Processing
 - Process a plat as outlined in Section 11.01.05, Plat Application, as described in the City of Stuart's Land Development Code and Martin County Land Development Code, Section 4.912 - Plat Requirements. Process includes:
 - Pre-application conference with the city development director and city staff.
 - Plat application completion and submittal.
 - Coordination on any review comments.
 - Attendance at a City Commission public hearing.
 - Prior to recordation, submit the plat to the county surveyor and mapper, showing all final plat survey data and line annotations, including specific information which appears on the map portion of the plat.
 - Complete the plat checklist submitted on the county form and signed by CGA's surveyor and mapper responsible for the preparation of the plat.
 - Record the plat.

Task 4: Utility Coordination

- This task shall provide information meeting Subsurface Utility Engineering Quality Levels as described by ASCE "Standard Guidelines for Depiction and Collection of Existing Subsurface Utility Data". Data Acquisition is limited to available records and soft digs as noted below.
- Utility Coordination
 - Create an 811 Design Ticket.
 - Submit Initial Utility Request Letters to applicable utility owners.
 - Create a utility matrix for tracking all utility coordination, responses and confirmation information.
 - Log and input utility information into AutoCAD.
 - The CITY will provide drainage, water, and sewer as-builts.
 - Submit Confirmation Letters to applicable utility owners.
 - Follow up responses and confirmation from the applicable utility owners.
 - Subsurface Utility Engineering (SUE) will be provided in the Design Development Phase.
- Conduct coordination with FPL, Comcast and AT&T for the relocation or undergrounding of the existing overhead utility line that traverses the center of the park.

Task 5: Design-relevant Data Collection, Ordinance Review, and Review of Available Information

- Review existing, available information relative to parks programming and needs.
- Review applicable codes and ordinances to be reflected in the design.
- Collection of City constructability and branding election standards, such as standard site detailing across all city improvements, furnishings, amenities, signage and standard policies.
- Review of existing contract pricing and review, in concert with City Staff, internal procurement processes that may have an impact on the eventual cost of the project and opportunities for cost-savings.
- Review of existing drainage, utility, and well permits related to the park property.
- Pre-application meeting with Martin County for access opening request on Dixie Hwy in order to request a letter of no objection.
- Review of any historical utility and drainage information from City staff.

Task 6: Electrical Preliminary Services

- Conduct a field visit to obtain electrical information of existing Recreation Bldg.
- Coordinate with FPL and AT&T/Comcast the relocation of the existing overhead lines serving the warehouse building electrical from the east side of the park to the pole located approximate 75 feet from the warehouse building containing the electrical service transformer and AT&T/Comcast lines, the existing pole mounted transformers and AT&T/Comcast on the pole will remain, changes to the warehouse building overhead electrical service and AT&T/Comcast service are not included.

Task 7: Final Base-map Development

- After all site reconnaissance work has been completed, CGA will prepare a final base-map by compiling the Topographic Survey and Tree Survey to illustrate the visible existing conditions and topographic contours within the project limits. The final base-map will become the basis for the development of the project.

Task 8: Conference with City Staff on Final Findings

- The CGA team will schedule and attend one (1) digital conference meeting with City Staff to review existing conditions, identify potential design opportunities and challenges, and document/discuss relevant features/areas of interest. It is desired that all relevant City Departments will partake in this conference; City Staff to coordinate the meeting, including identifying key individuals, key departments, coordinating availability, and scheduling. CGA will provide the meeting link.

1.4 Conceptual Design (CD) Phase**Task 1: Development of Design Brief Memorandum**

- The Design Brief Memorandum will serve to memorialize all directives obtained from City Staff, any directive received by City Commission (via City Staff), comments obtained via public outreach, and general findings of all foundation research. The Design Brief will serve as the Design Criteria to guide the process for developing designs.

Task 2: Site Utilization and Programming Strategy

- CGA will prepare the necessary diagrams to convey up to two (2) alternatives for Site Utilization and Use Strategies. These explorations will look at general component placement, their use and programming relationships, and will serve to highlight constructability questions about the site design and potential operational considerations that may need to be clarified. It is expected that

the Site Utilization and Programming Strategy be reviewed and approved by City Staff, especially those Departments or Staff that will be responsible for the operational component of the park and those coordinating potential uses in the park that extend beyond simple park programming events.

Task 3: Conceptual Design Phase Review and Feedback

- The CGA Design Team will furnish City Staff a Conceptual Design Review Package for their use in soliciting comments from stakeholders. It is our understanding that City Staff will attend one-on-one virtual meetings with each of the Board Members to review the conceptual plan and solicit comments from each. City Staff will collect and compile comments from each of the stakeholders to convey them to the CGA Design Team for direction.

Task 4: Conceptual Design Feedback Follow-up and Directive

- Following Staff's one-on-one meetings with the Board Members and stakeholders, the CGA Design Team and City Staff will participate in a follow-up meeting, where City Staff will be responsible for providing and/or clarifying directives to be incorporated into the design in the Schematic Phase. Any conflicting comments or directives received from the Board Members will need to be resolved by Staff in order to provide a clear directive to the CGA Design Team.

1.5 Schematic Design (SD) Phase

Task 1: Draft Schematic Design

- CGA, together with the City's Project Manager and any applicable sub-consultants, will develop preliminary design documents for the selected Site Utilization and Programming Strategy. The draft schematic design will be represented with preliminary design documents that will include preliminary diagrams, plans, sections and details to illustrate overall vision, character and materials to further communicate the iconic vision for the project. The schematic design will be peer-reviewed by intersecting disciplines to ensure that the general approaches to site design are achievable, or that any critical condition is daylighted in order to solicit further direction from the City.
- Electrical services in support of schematic design include:
 - Providing proposed pathways, trails and sidewalks lighting to all areas within the scope of work.
 - Providing parking lot lighting to the proposed parking areas and update recreation building parking lot lighting.
 - Providing lighting to multi-purpose field. Providing electrical and AT&T/Comcast services to the proposed concession building, concession building MEP design by others.
 - Providing under canopy lighting to proposed stage area.
 - Providing electrical infrastructure and lighting to proposed event areas.
 - Providing electrical service to proposed playground and water splash pad play area, electrical design, water, pump selections, etc. by others.
 - Providing security lighting to proposed picnic area.
 - Providing empty conduits and pull boxes for future dog park, park shelters, and board walk.
 - Providing electrical requirements to proposed entrance park monumental signs.
- CGA will conduct a preliminary design review of the draft schematic design with the City's Project Manager via an interactive teleconferencing meeting to present the draft plan and solicit feedback from City Staff.
- The City's Project Manager will provide a consolidated list of Client comments to be incorporated into the final schematic design documents. CGA will review and incorporate input received from the City as a basis for developing the Final Schematic Design Documents.

Task 2: Final Schematic Design and Approval Milestone

- CGA and any applicable sub-consultants will further refine and develop the final schematic design documents in preparation for submission to a joint meeting including CRB/CRA/CC for approval consistent with *Appendix B – Concept Plan Components* of the aforementioned Sec. 11.01.00. The final schematic design will be represented with design documents that may include diagrams, plans, sections and details to illustrate overall vision, character and materials to further communicate the iconic vision for the project.
- CGA will attend a City Commission meeting, present the Schematic Design package with the Engineer's Estimate of Probable Cost and answer any questions that the City Commission may have.
- If the Commission deems the conceptual plan "not in compliance" and provides a different design direction than that obtained and vetted by Staff, then any re-design to develop new plans for resubmission to Commission shall be performed under an Additional Services Agreement.

Task 3: Sign-off

- At the completion of the Schematic Design Phase, the City shall be required to issue a Notice to Proceed to advance to the Purchase Order 02.

PURCHASE ORDER 02:

(As mentioned in this proposal, the following language is being provided as an estimate of the work and tasks that will be completed once a contract for scope and fees for Purchase Order 02 has been engaged in. The cost to provide the following may vary from the estimated amount, depending on the directive received by City Commission at the time of approving the work-product delivered under Purchase Order 01.)

DESIGN DEVELOPMENT (DD) PHASE

- Task 1: Post-Approval and Design Directive Meeting
- Task 2: Pre-Application Meetings with Permitting Agencies
- Task 3: Geotechnical Engineering Analysis (via Sub-consultant)
- Task 4: Sub-surface Investigation (via Sub-consultant)
- Task 5: Development of 30%-level Development of Construction Plans
- Task 6: Final 30% Plans Approval
- Task 7: Sign-off of 30% Plans
- Task 8: Development of 60% Design Development Plans
- Task 9: Preliminary Permitting
- Task 10: Development of 90% Design Development Plans
- Task 11: Final Permitting
- Task 12: Sign-off of Design Development Plans

FINAL BID CONSTRUCTION DOCUMENTS (BD) PHASE

- Task 1: 100% Construction Drawings
- Task 2: Building Department Dry-Run
- Task 3: Provide Bid Documents

BIDDING AND AWARDDING ASSISTANCE (AS) PHASE

- Task 1: Project Bidding
- Task 2: Attend the Pre-Bid Meeting
- Task 3: Respond to any Request for Clarifications during Bidding
- Task 4: Assist in Bid Evaluation

1.6 Assumptions and Exclusions

Assumptions

- The only services included in this contract are those identifies above. No other Services are included in this contract.
- No offsite improvements, beyond those needed to provide vehicular access, are included in this scope.
- Sports field lighting is being provided by MUSCO through the City. City to provide CGA with the field/park proposed photometrics and service requirements.
- It is assumed that the existing offsite water, sewer, and drainage systems can accommodate the proposed park improvements therefore no upsizing of existing offsite utilities is included in this scope. No sanitary sewer lift stations are included.
- CGA assumes no responsibility for the accuracy of the information provided by the City, County or other entities at the behest of the City.
- CGA will include proportional mark-ups, expressed as contingencies, in the provision of all cost estimates. Fluctuations in market costs for unit values will occur and are expected. Where fluctuations in unit costs for labor, materials or components exceed a 10% increase for any direct or indirect reason beyond CGA's control, they shall not constitute grounds for requiring a redesign at CGA's expense.

Exclusions

- No construction phase services are included.
- No traffic study or data collection services are included.
- No offsite work on SE 10th Street.
- Environmental services associated with or related to the existing well-field or coordinating with the City's environmental consultant.
- Coordination through FDOT's electronic review process or obtaining FDOT permits.
- Coordination or processing through any agency other than the City for funding purposes.
- Presentation materials beyond those listed in the scope. CGA will prepare presentation materials for required approvals and will share work-in-progress with the Client during project coordination meetings.
- Meetings and presentations beyond those listed in the scope.
- Physical models or 3d models.
- Professional Renderings or Animations.
- Operations and Maintenance Planning, other than those included as part of project Close-out.
- Art and programing planning and curation.
- Security design and consulting.
- Waterproofing engineering.
- Construction As-built drawing preparation. Consultant to review As-built drawings prepared by others.
- Design mock-ups Consultant to review and approve design mockups by others if conducted.
- Client initiated changes necessitated by a change on a previous instruction or approval given by the Client or a material change in the Project including, but not limited to size, quality, complexity, schedule, budget of work resulting on an increase of the scope, or procurement or delivery method. CGA and their Subconsultant's are responsible for revisions associated with authorized Change Orders in response to errors and omissions by CGA and their Subconsultant's or Change Orders related to minor changes in work that are consistent with the intent of the Contract Documents. Change Orders will not be stand-alone packages. Where appropriate, Change Orders can be submitted as official sketches without revising official Contract Documents.

- Any work that extends beyond the schedule and timeframe for delays beyond the control of the Consultant, not including delays resulting from “Acts of God”.
- Any work that is incurred because of Client directed changes in decisions once prior approvals have been made during the Design Phases of the project.
- Lighting design assumes market available off-the-shelf fixtures or off-the-shelf fixtures with some custom features. The design and engineering of custom fixtures is excluded.
- Any related design for the water features. Water feature designs by others. CGA will provide water, drainage and electrical connections as directed by water feature consultant only.
- Archeological evaluations.
- Environmental contamination evaluations.
- Any work associated with LEED certification or Sustainable SITES.
- Electrical and utilities connections design for buildings affected by the undergrounding of the existing overhead utilities. (FPL, Comcast, AT&T, etc.)

1.7 Basis of Proposal

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT’s other professional consultants.
- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor’s schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Permit construction certification will include one partial and one final inspection.

1.8 Additional Fees

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.

- Construction quality control inspections.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake- out and as-built drawings).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.
- Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

1.9 Reimbursable Expenses

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

1.10 Meeting Attendance

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

At the time of approving Phase 1 (Purchase order #1), may request modification that may increase or decrease the expected workload and deliverables for Purchase Order #2. As such, the proposed scope of work and fees for Purchase Order #1 are binding and **not to exceed \$344, 517.00**. Note: A 5 % reimbursable expense, which shall remain the property of the City and will only be used to cover expenses related to printing and other production needs with the prior written authorization by the City. The estimated cost for Phase 2 (Purchase Order #2) estimated at **\$362,005.30** (inclusive of a 5 % reimbursable expense).

The Professional agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in **Exhibit A**. Except as otherwise provided in the solicitation, no amount shall be paid to Professional to reimburse Professional's expenses not to exceed between both tasks **\$706,522.30**

2.2 Invoices

Professional may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice is due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

2.3 Payment

City shall pay Professional within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted pursuant to instructions prescribed in this agreement. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City or failure to comply with this Agreement.

Section 3. Guarantee

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

Section 4. Audit

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

Section 5. Professional Responsibility

5.1 Independent Contractor

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

5.2 Responsibility for Work

The Professional shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

5.3 Contractor's Records

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

Section 6. Termination

6.1 Termination for Convenience

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

6.2 Termination for Cause

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the successful bidder seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

Section 7. City's Obligations

7.1 Project Manager

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

Pinal Gandhi-Savdas, CRA Administrator

772-283-2532

pgandhi@ci.stuart.fl.us

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

Vision & Design Project Manager - Gianno Feoli, Director Landscape Urbanism and Design

GFeoli@CGAsolutions.com

Technical Services Project Manager – Jenna Martinetti, Director, Engineering

JMartinetti@CGAsolutions.com

Principal-in-Charge - Chris Giordano, President

CGiordano@CGAsolutions.com

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

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

8.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Nothing contained herein

shall be construed to prevent Contractor from employing such independent Contractors, associates and subcontractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

8.3 Other Entity Use

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

8.4 Rights and Benefits

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

Section 9. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from third-party liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Section 10. Insurance.

10.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in the Request for Proposal which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in the Request for Proposal.

10.2 Certificate of Insurance

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

Section 11. Professional Standards

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

Section 12. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 13. General Conditions

13.1 Venue in Martin County

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

13.2 Laws of Florida

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

13.3 Attorney's Fees and Costs

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

13.4 Mediation as Condition Precedent to Litigation

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

13.5 Contract Amendment

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

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

13.6 Contractual Authority

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

13.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended. It is the intention of the Parties that Contractor shall be deemed to be performing services directly on behalf of the City for purposes of Section 768.28 Florida Statutes. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 14. Public Records

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

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

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

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

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

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

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

1. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.

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

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

Section 15. Limitation of Liability

Notwithstanding any other clause in this Agreement, the total aggregate liability of the Professional to the city of any claims, losses, costs or damages arising out of or in connection with the Professional's, performance of the Agreement, whether under the law of contract, tort (including negligence), statute or otherwise, shall be limited to the extent permissible by law to 1 million dollars.

The limits of liability in this clause do not apply to any liability of the Professional, arising from claims made by any third party for personal injury, death, or damage to any property.

Section 16. Exhibits

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

Exhibit A – “Fee Schedule”

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

Exhibit C - “Original Request for Proposal as Issued by City, including all Addenda”

Exhibit D - “Certificate of Insurance”

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page.

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

CITY OF STUART, FLORIDA

ATTEST:

MARY R. KINDEL
CITY CLERK

DAVID DYESS
CITY MANAGER

**APPROVED AS TO FORM
AND CORRECTNESS:**

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

CONTRACTOR
(Calvin, Giordano & Associates, Inc)

(Signature)

Christopher B Giordano Digitally signed by Christopher B Giordano
Date: 2021.04.06 11:37:33 -04'00'

(Signature)

(Signature)

Chris Giordano

Printed Name

President

Title

**EXHIBIT A
“FEE SCHEDULE”**

PROPOSED SCHEDULE OF FEES FOR PURCHASE ORDER 01 ONLY		
I. SCOPE OF WORK BY TASK PHASE		
A.	General Services Phase	\$ 35,280.00
B.	Foundation Data Collection Phase	\$ 49,080.00
C.	Platting Phase	\$ 22,555.00
D.	Conceptual Design Phase	\$ 92,130.00
E.	Schematic Design Phase	\$ 74,290.00
F.	Sub-consultant: Architecture	\$ 40,000.00
G.	Sub-consultant: Structural Engineering	\$ 15,500.00
II. MEETINGS (Not included in I: A-J)		Hourly
TOTAL Lump Sum (Plus Hourly Services)		\$ 328,835.00
III. Reimbursables (Approx. 5% of Total; Belongs to the City)		\$ 15,682.00
TOTAL AMOUNT NOT TO EXCEED		\$ 344,517.00

Estimate for Future Purchase Order 02 – To be Negotiated at a later date

- **Total: \$ 362,005.30**
 - CGA Estimated Lump Sum Services: \$ 344,745.00
 - General Services: \$ 23,560.00
 - Design Development Phase: \$ 166,180.00
 - Bid Documents Phase: \$ 40,065.00
 - Bid Assistance Phase: \$ 21,150.00
 - Sub-consultants: \$ 93,790.00
 - Reimbursable Expenses (Belongs to the City): \$ 17,260.30

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST Joint CCM/CRA/CRB

Meeting Date: 4/26/2021

Prepared by: Pinal Gandhi-Savdas

Title of Item:

PRESENTATION OF SEMINOLE STREETScape DESIGN AND UNDERGROUNDING OF OVERHEAD UTILITIES WITHIN THE PROJECT LIMIT.

Summary Explanation/Background Information on Agenda Request:

The project was initiated to revitalize the Seminole Street into a place where residents and visitors can stroll, shop and dine. The vision for Seminole Street is to create an attractive, inviting space with clearly defined pedestrian area. The improvements include undergrounding of overhead utilities, drainage improvements, removal of dumpsters, improved on-street parking, designated loading zone, pedestrian-scale lighting, benches, and landscaping. The project limits are along SW Seminole Street from St Lucie Avenue and Colorado Avenue, approximately 600 feet.

The project is consistent with the City's CRA Plan. The CRA held two open house meetings to get feedback from Downtown Business Association and the downtown businesses/property owners impacted by the project. A notice for open house meetings were mailed to all the businesses. The project was presented at the MainStreet Board Meeting also. In some instances, the consultant and staff met with the business owner on site to discuss any issues related to the project. Staff received positive feedback and support for the project.

Letters of Support are attached.

Currently, the streetscape design is 90% completed. As part of this project, two existing dumpster enclosures on SW Seminole Street have been removed and the new temporary dumpster enclosure location on the City Hall site behind the Public Works building will serve the businesses on the west end of Seminole Street.

The CRA applied for FDEP State Water Quality Assistance Grants (SWAG) and Federal Clean Water Section 319(h) Grants in the amount of \$274,000 for utilizing permeable paver block to serve the roadway and on-street parking surfaces within the project limit. The application has been selected by the DEP in the first step of the approval process and will be submitted to EPA for final approval. We can expect to receive a response and notification of the federal funds by September 2022.

Currently, there is \$1.25 M approved and budgeted for the construction of the streetscape and undergrounding of utilities. Details about the streetscape plan and undergrounding of utilities, project timeline and costs will be presented at the meeting.

Funding Source:

CRA Approved Project Budget \$1.25 M

Recommended Action:

Provide feedback on the streetscape design.

ATTACHMENTS:

Description	Upload Date	Type
☐ Seminole Street Plan	3/29/2021	Backup Material
☐ Seminole Street Rendering	3/29/2021	Backup Material
☐ Seminole Street Curbless Typical	3/29/2021	Backup Material

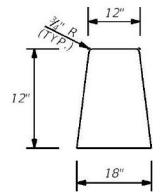
- ▣ Grant Proposal Status Letter
- ▣ Letters of Support

3/29/2021
4/7/2021

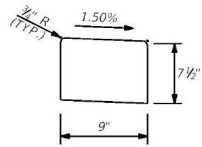
Backup Material
Backup Material



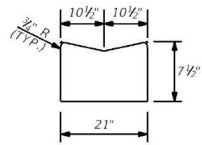




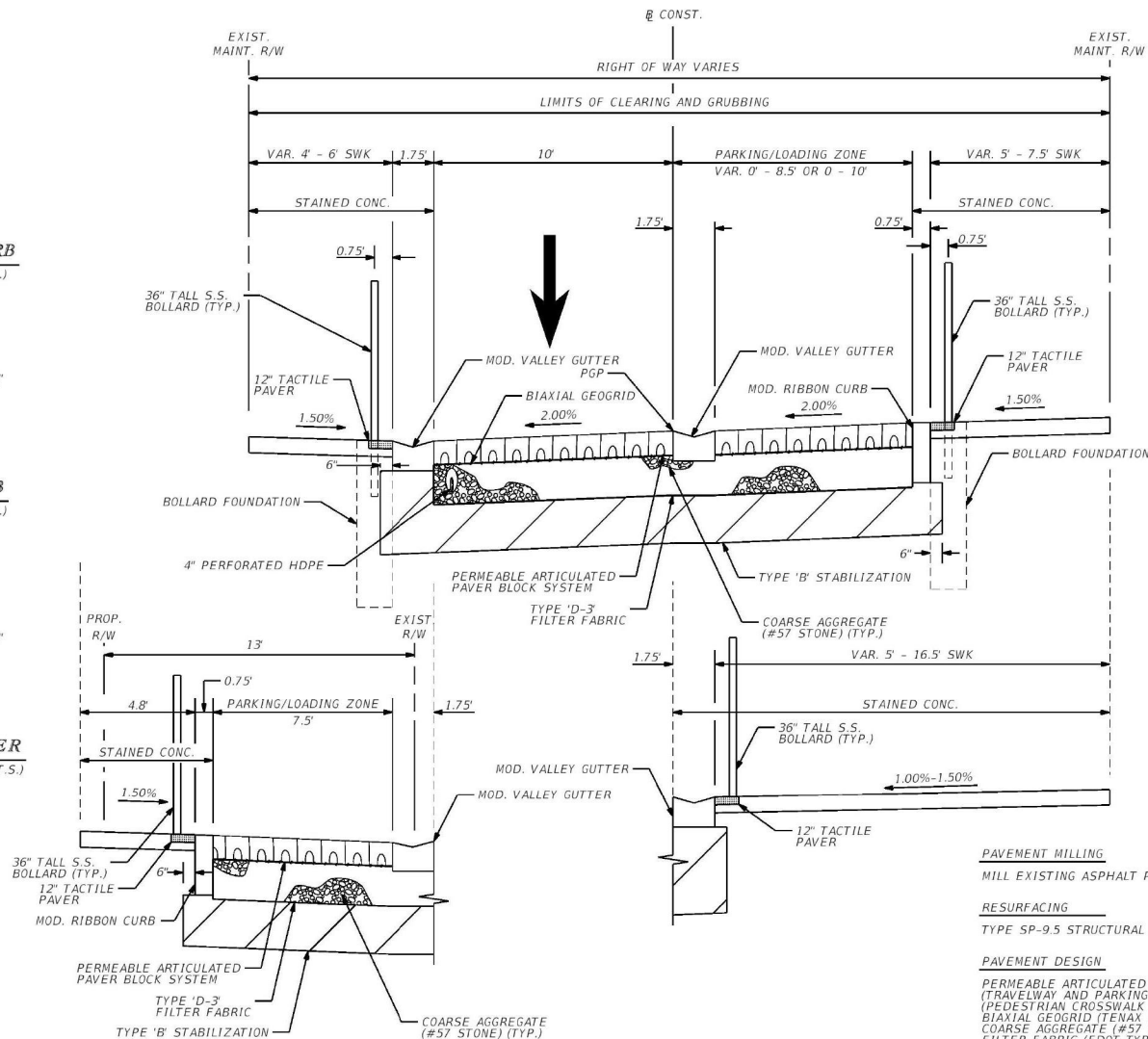
TYPE 'HEADER' CURB
(N.T.S.)



MOD. RIBBON CURB
(N.T.S.)



MOD. VALLEY GUTTER
(N.T.S.)



SEMINOLE STREET

STA. 150+99.88 TO STA. 156+89.40

PAVEMENT MILLING
MILL EXISTING ASPHALT PAVEMENT (1.25" AVG.)

RESURFACING
TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC C, PG 76-22 W/ POLYMER) (1.25")

PAVEMENT DESIGN
PERMEABLE ARTICULATED PAVER BLOCK SYSTEM (5.65")
(TRAVELWAY AND PARKING AREA COLOR: GREY)
(PEDESTRIAN CROSSWALK AREA COLOR: ROSE)
BIAXIAL GEOGRID (TENAX MS 220)
COARSE AGGREGATE (#57 STONE) (10")
FILTER FABRIC (FDOT TYPE D-3 FABRIC, BOTTOM & SIDES)
TYPE 'B' STABILIZATION (12")

CONCRETE STAIN (SIDEWALK CONC., DESIGNATED CURBING AND DRIVEWAY APRONS)

CUSTOM BEHR COLOR MATCH
BASE 800 - EL.5,290; FL.8,353; TL.14,159

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
04/26/2021	JT CRA/CRB/CCM				

Kimley»Horn

BRIAN A. GORD, P.E.
P.E. LICENSE NUMBER 96939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF STUART

**SEMINOLE STREET
ROADWAY IMPROVEMENTS**

TYPICAL SECTION

**SHEET
NO.**

5

Page 32 of 50

04262021 JT CRA/CRB/CCM

Nike.Farman 8/19/2020 3:15:08 PM c:\pwworking\kshap\proj\Stoke.Farman\dms69158\TYPSECD01.DGN



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Ron DeSantis
Governor

Jeanette Núñez
Lt. Governor

Noah Valenstein
Secretary

Via E-mail: pgandhi@ci.stuart.fl.us

March 2021

TO: City of Stuart

RE: NPS Fall 2020 Grant Proposals Status

Greetings:

Thank you for submitting your grant proposal entitled "Seminole Street Alley Way Improvements" for funding consideration from the FY2022 Section 319(h) grant administered by the Nonpoint Source Management Program. There are two steps in the selection process, selection by the Department and approval by EPA.

It is with pleasure that I write to inform you that your proposal made it through the first step of the approval process. Your project will be submitted to EPA in September 2021 as part of the Department's Federal FY 2022 Section 319(h) Grant Work Plan. We expect to receive EPA's response and notification of the federal funds by September 2022.

If your project is approved by EPA and the federal funds are received by the state, we will begin the process of executing a cost-reimbursement grant agreement between the Department and your organization (expected to start between September 2022 to January 2023). Please note that grant-funded work cannot begin until the agreement is fully executed, but any eligible non-federal expenditures made for the project can be counted towards the required minimum 40% match starting October 1, 2021.

The 319(h) 2022 grant period will end on **September 30th, 2026**. All grant funded and match funded work must be completed by that date and invoice sent for cost-reimbursement shortly thereafter.

We encourage you to continue your pursuit of water quality restoration projects and hope that you will consider applying for Federal 319(h) Grant funding and/or State Water-Quality Assistance Grant funding for your future projects. More information on that grant may be found at our website.

If you have any questions, please do not hesitate to contact me at (850) 245-2952/Amanda.Peck@floridadep.gov or Emily Forinash at (850) 245-2944/Emily.Forinash@floridadep.gov.

Sincerely,

Amanda Peck, Administrator
Nonpoint Source Management Program

July 1, 2019

Pinal Gandhi-Savdas
CRA Administrator
City of Stuart | 121 SW Flagler Ave. Stuart Fl. 34994

RE: Seminole Streetscape Project

Dear Pinal:

As the Manager of the property located at the SE corner of SW St. Lucie Ave. and SW Seminole St. owned by MICHAEL F GEIGER LLC Parcel ID 05-38-41-004-000-00190-9 We support the Seminole Streetscape project and look forward to working with the City of Stuart to beautify Seminole Street. We have discussed this with the Owners and they are very much on board and looking forward to the results.

Sincerely,



Boyd G. Bradfield, Jr., CCIM, SIOR
President
NAI Southcoast

From: [Hearthstone History Company](#)
To: [Gandhi-Savdas, Pinal](#)
Subject: Seminole Street Improvement Plan
Date: Monday, July 1, 2019 12:34:23 PM

Hi Pinal -

I just wanted to drop you a quick line and show my appreciation to you for sharing the Seminole Street Improvement Plan at a recent DBA meeting at city hall.

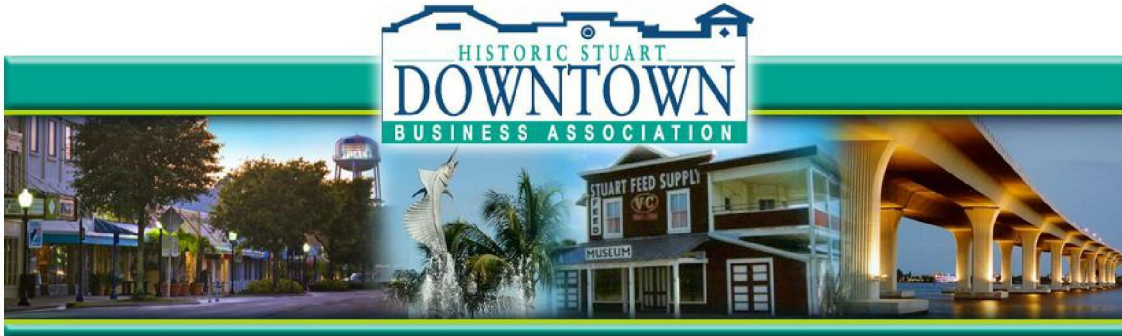
The drawing that you shared with us indicates a greatly improved and scenic re-make of Seminole Street, behind our restaurant. I know that we are new to Stuart and newly opened but we are very excited to have become part of the community, both business and residential.

The new pavers and new trees will greatly enhance the beauty of the downtown business district and will positively impact the rear entrance to the restaurant!

Collectively, Cafe Martier @Post Office Arcade is extremely excited to be part of this fabulous community! Thanks to the City of Stuart for a warm welcome. We are looking forward to many successful years as part of the historic downtown business association.

Warm Martier Regards,

Vince Gallagher, COO
Cafe Martier @Post Office Arcade



January 25, 2021

Pinal Gandhi-Savdas
CRA Administrator City Of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

RE: Seminole Street Improvements

Dear Pinal,

Thanks for including our organization in your planning for the renovations to Seminole street. We always enjoy giving input from the merchant point of view.

The Downtown Business Association of Stuart (DBA) would like to lend its support to the proposed Seminole Street Improvements you presented to the DBA membership and board on January 20, 2021. The DBA feels the design not only improve the ascetic look of Seminole Street, but also improves walkability and the safety of pedestrians. The improvements will add charm to our quaint historic downtown.

The DBA enjoys the collaborative relationship between the City of Stuart CRA and staff. This partnership is critical to the overall well-being of historic downtown Stuart

Sincerely,

Bill Moore
President, DBA
Owner, Kilwins of Stuart



P.O. Box 3035
Stuart, FL 34995

Board

Mark Brechbill,
President

Mike McCarty,
Vice President

Patty McAuley,
Secretary

Brian Ake,
Treasurer

Terry McCarthy

Paul Nunley

Rick Miller

Jim Hatch

Jeff Bowers

Debbi Walsh

Kim Capen

James Carroll

Joe Flanagan

Nik Schroth,
Immediate Past
President

Mike Houston,
Past President

Director

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

February 12, 2021

David Dyess, City Manager
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Dear Mr. Dyess,

You have asked us, on behalf of the City of Stuart, to provide you with community feedback regarding the proposed streetscape improvements planned for Seminole Street in the Historic Downtown. We met with various stakeholders, including property owners and their representatives; business owners; land planners; residents and City staff to obtain that feedback. Additionally, Pinal Gandhi-Savdas, CRA Administrator provided our Board with a detailed presentation of the proposed improvements and some of the changes and issues that had to be addressed once they began constructing the 90% plan.

We believe that the proposed plan is a significant improvement to Downtown, and our City. It provides greater access to the river; a better use of one of the most valuable and underused streets in Downtown (the only one with direct water access); significant economic benefit to the property owners and the City as a result of the increase in property values that will ensue from the improvements; and provides an opportunity for further development of Downtown, both commercial and residential, adding to the original "walkability" of Stuart that has fueled its growth. We also believe that these improvements will fit nicely with the relocation of City Hall and the potential extension of Osceola Street and the expansion of Flagler Park, allowing easier and greater access by the public to the river and the park. As you know, our Design Committee, and its chair, Mike McCarty have been working closely with Mrs. Gandhi-Savdas and City staff on various prototypes for the enhancement and preservation of public access to Flagler Park and the Flagler Center. All of these improvements will help preserve our City's most valuable asset, the river, allowing for better drainage and water management.

As part of the Seminole Improvement Plan presented by Mrs. Gandhi-Savdas and Staff, our Board supported, but had concerns with the relocation of dumpsters on Seminole Street. Staff looked at various alternatives, and Main Street and staff also met with restaurants and property owners to discuss the practicality of the proposed alternatives. The only permanent solution would appear to be to provide underground storage or a more intensive pickup schedule. Neither of these choices appeared to be financially feasible at this time, so the only viable alternative was to temporarily locate the dumpsters in an enclosure on the north side of the City Annex Building, just west of the ATM. This location would still be reasonable for those users of the facilities and would not impact more than three parking stalls. This location would not conflict with the future North Osceola Street extension. Our Board supports this alternative as a temporary solution. Ultimately, the City will need to address the long term effect of trash pickup and disposal on the river, the park, and Downtown.

We appreciate the opportunity to assist the City Manager, City Staff and the Commissioners in the planning and development of Seminole. We are excited about the improvements and look forward to their implementation. If there is anything else we can do to assist you in this project, or future projects, we will be happy to participate. Thank you again for allowing us to contribute on behalf of Stuart Main Street and our members.

Sincerely,

A handwritten signature in black ink, appearing to read 'MB', is positioned above the printed name.

**Mark Brechbill,
President, Stuart Main Street**

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Joint CCM/CRA/CRB**

Meeting Date: 4/26/2021

Prepared by: Mary Kindel, City Clerk

Title of Item:

APPROVAL OF 03/22/2021 CRA MINUTES

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Minutes.

ATTACHMENTS:

	Description	Upload Date	Type
□	3/22/2021 CRA Minutes	4/21/2021	Attachment

**MINUTES
STUART COMMUNITY REDEVELOPMENT AGENCY
HELD March 22, 2021
AT 5:00 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

COMMUNITY REDEVELOPMENT AGENCY

Chairperson - Eula R. Clarke

Vice Chairperson - Merritt Matheson

Board Member - Becky Bruner

Board Member - Troy McDonald

Board Member - Mike Meier

Ex Officio Board Member - Tom Campenni

Ex Officio Board Member - Pete Walson (ABSENT)

ADMINISTRATIVE

City Manager, David Dyess

CRA Administrator, Pinal Gandhi-Savdas

City Attorney, Michael J. Mortell

City Clerk, Mary R. Kindel

 5:01 PM ROLL CALL

**Present: Chairperson Clarke, Vice Chairperson Matheson, Board Member Bruner,
Board Member McDonald, Board Member Meier, Board Member Campenni**

Absent: Board Member Walson

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

 **5:03 PM Board Member Meier moved approval.
Board Member Campenni seconded the Motion.
Motion passed unanimously.**

APPROVAL OF MINUTES

1. APPROVAL OF 2/22/2021 CRA MINUTES

 **5:03 PM Board Member McDonald moved approval.
Board Member Campenni seconded the Motion.
Motion passed unanimously.**

COMMENTS FROM THE BOARD MEMBERS

Board Member Matheson

- Commented on the enjoyable time at the gateway entrance triangle tour. He would like to see functionality of archways and the language in the code regarding downtown development. He thought they should note how archways and canopies are used and will keep that in mind for future projects. He also liked the sidewalk mosaics and would like to see more and would like some of the older ones redone.

Board Member Meier

- Commented that he learned a lot on the walking tour and thought they should find out from the Regional Planning Council how form-based code could assist the CRA. He said he spoke with Julie Preast about registering the historic Potsdam neighborhood as a true historic district. He thought transit throughout the CRA, currently feels disjointed and how they can offer transportation alternatives for more connectivity for walking and biking.

Board Member Campenni

- Reported that he agreed with both topics, but said because this is the CRA, they'll have to bring that all up again if they want to go further in the CRA, and thought form-based code would relieve a lot of problems.

Chairperson Clarke

- Announced she is working with staff to get form-based code in East Stuart and thought the City should work with other agencies such as the Arts Council on redevelopment.

5:15 PM COMMENTS FROM THE PUBLIC (3 min. max)

- 1) Michelle McCrain – California Ave; Commented that she lives in the Potsdam neighborhood and began the mosaic project and said if they do want to refurbish any mosaics, she would be happy to assist.

COMMUNITY REDEVELOPMENT AGENCY

5:17 PM 2. PRESENTATION OF THE NEW APPLICATIONS FOR THE BUSINESS IMPROVEMENT REIMBURSEMENT PROGRAM FOR FY 2021.

Pinal Gandhi-Savdas presented the Business Improvement Reimbursement Program submittals: Nobile Shoes for awnings, Therapeutic Massage, Inc. for siding and front porch, and Professional Condo Building Plaza for improvements to drainage, parking lot and general aesthetics.



5:27 PM Public Comment:

Monique Waters said that people don't realize what it takes to maintain Stuart and keep the aesthetics and hopes others realize what goes into this.



5:24 PM MOTION: Motion for all three for approval, and to extend the program.

MOVED BY: Board Member McDonald

SECONDED BY: Board Member Bruner

Motion passed unanimously.



5:28 PM ADJOURNMENT

Mary R. Kindel, Secretary

Eula R. Clarke, Chair

**Minutes to be approved at the CRA Meeting
Meeting this 26th day April, 2021.**

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Joint CCM/CRA/CRB**

Meeting Date: 4/26/2021

Prepared by: Alaina Knofla

Title of Item:

AWARD OF RFP# 2021-200, DESIGN OF GUY DAVIS COMMUNITY PARK (RC):

RESOLUTION NO. 39-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF RFP #2021-200, DESIGN OF GUY DAVIS COMMUNITY PARK TO THE TOP RANKED FIRM, CALVIN, GIORDANO & ASSOCIATES, INC., OF PORT SAINT LUCIE, 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 September 22, 2020. Simultaneously released on-line by DemandStar who notified 826 potential proposers and issued 54 RFP packages to plan holders. The Stuart Procurement & Contracting Services Office issued fourteen (14) RFP packages to individuals and firms who had expressed interest in proposing on this project. Ten (10) proposals were received by the closing time and date of 2:30 pm, Thursday, October 14, 2020.

A request to authorize negotiations with the top ranked firm Calvin, Giordano & Associates was approved by resolution 03-2021 on 1/25/21, city staff began negotiations on 2/10/21. Staff request award to Calvin, Giordano & Associates, Inc. in accordance with attached contract.

Funding Source:

CRA FUND BALANCE

Recommended Action:

Adopt Resolution 39-2021

ATTACHMENTS:

Description	Upload Date	Type
□ R39-2021	4/14/2021	Cover Memo



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 39-2021

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
STUART, FLORIDA TO APPROVE THE AWARD OF RFP #2021-
200, DESIGN OF GUY DAVIS COMMUNITY PARK TO THE TOP
RANKED FIRM, CALVIN, GIORDANO & ASSOCIATES, INC., OF
PORT SAINT LUCIE, 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 RFP #2021-200, Design of Guy Davis Community Park to the top ranked
firm Calvin, Giordano & Associates, Inc. with authorization to execute final
agreement subsequent to review and approval by the City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution 39-2021

Approve Award of RFP #2021-200: Design of Guy Davis Community Park Improvements

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:

EULA R. CLARKE, MAYOR
MERRITT MATHESON, VICE MAYOR
BECKY BRUNER, COMMISSIONER
TROY MCDONALD, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 26th 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
Joint CCM/CRA/CRB**

Meeting Date: 4/26/2021

Prepared by: Mary Kindel, City Clerk

Title of Item:

APPROVAL OF 01/25/2021 JOINT CRA/CRB/CCM MINUTES

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Minutes.

ATTACHMENTS:

	Description	Upload Date	Type
□	1/25/2021 Joint CRA/CRB/CCM Minutes	4/21/2021	Attachment

MINUTES
SPECIAL MEETING OF THE STUART CITY COMMISSION
COMMUNITY REDEVELOPMENT AGENCY AND
COMMUNITY REDEVELOPMENT BOARD
HELD January 25, 2021
AT 4:30 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

COMMUNITY REDEVELOPMENT AGENCY

Chairperson - Eula R. Clarke
Vice Chairperson - Merritt Matheson
Board Member - Becky Bruner
Board Member - Troy McDonald (LATE 4:36 PM)
Board Member - Mike Meier
Ex Officio Board Member - Tom Campenni
Ex Officio Board Member - Pete Walson

COMMUNITY REDEVELOPMENT BOARD

Chairman - Frank Wacha
Vice Chairman - Chris Lewis (ABSENT)
Board Member - Tom Campenni
Board Member - Nina Dooley
Board Member - Katie Makemson
Board Member - Nikolaus Schroth
Board Member - Pete Walson

ADMINISTRATION

City Manager, David Dyess
City Attorney, Michael Mortell
City Clerk, Mary R. Kindel
Development Director, Kevin Freeman

THIS MEETING WAS AVAILABLE LIVE VIA ZOOM:
Zoom links and ID information can be found at www.cityofstuart.us/meetings

 **4:31 PM CALL TO ORDER**

New CRA Members Nina Dooley and Nikolaus Schroth were sworn in under Oath by Attorney Mike Mortell as Community Redevelopment Board Members.

 **4:33 PM ROLL CALL**

Present: Eula Clarke, Becky Bruner, Merritt Matheson, Troy McDonald, Mike Meier, Tom Campenni, Pete Walson, Frank Wacha, Nina Dooley, Nik Schroth, and Katie Makemson

Absent: Chris Lewis

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

 **4:35 PM MOTION: Move approval.**
MOVED BY: Board Member Campenni
SECONDED BY: Board Member Wacha
Motion carries unanimously.

COMMUNITY REDEVELOPMENT AGENCY

1. APPROVAL OF 10/26/2020 JT CRA/CRB/CCM MINUTES

 **4:35 PM MOTION: So moved.**
MOVED BY: Board Member Campenni
SECONDED BY: Board Member Meier
Motion carries unanimously.

2. APPROVAL OF 11/23/2020 CRA MINUTES

 **4:35 PM MOTION: Move approval.**
MOVED BY: Board Member Walson
SECONDED BY: Board Member Campenni
Motion carries unanimously.

 **4:36 PM Commissioner McDonald arrived.**

3. BUDGET AMENDMENT TO ALLOCATE CRA FUNDS FOR HIGH VISIBILITY CROSSWALKS IN EAST STUART

RESOLUTION No. 01-2021 CRA; A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT #1 TO THE FY 2021 CRA BUDGET TO TRANSFER FUNDS FROM THE CRA FUND BALANCE TO ALLOCATE TO THE EAST

STUART HIGH VISIBILITY CROSSWALKS IN THE AMOUNT OF \$75,000 TO IMPROVE THE VISIBILITY OF PEDESTRIAN CROSSWALKS; PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Pinal Gandhi-Savdas, CRA Administrator, presented the benefits and details of the crosswalks project in East Stuart, identifying 11 crosswalk locations near Spectrum High School, 4 near Gertrude Walden Daycare Center, and 23 throughout the neighborhood.

CRA members agreed that this project is attractive and will have a positive impact on the community.

Commissioner McDonald suggested arrow markings to help pedestrians and bikers.

 **4:41 PM MOTION: Move approval.
MOVED BY: Board Member Campenni
SECONDED BY: Board Member Walson
Motion carries unanimously.**

CITY COMMISSION

COMMUNITY REDEVELOPMENT BOARD

4. ANNUAL COMMUNITY REDEVELOPMENT BOARD REORGANIZATION

CRB Chair, Frank Wacha requested nominations for Chair and Vice Chair.

 **4:49 PM MOTION: I nominate Chris Lewis move up to Chair and Tom Campenni to be Vice Chair.
MOVED BY: Board Member Walson
SECONDED BY: Board Member Campenni
Motion carries unanimously.**

5. ANNUAL STUART MAIN STREET APPOINTMENT

Newly appointed CRB Vice Chair, Tom Campenni suggested that Nik Schroth be appointed for the position.

 **5:51 PM MOTION: I'll make the motion.
MOVED BY: Board Member Wacha
SECONDED BY: Board Member Walson**

 **4:51 PM ADJOURNMENT**

CCM

Mary R. Kindel, City Clerk

Eula R. Clarke, Mayor

Minutes to be approved at the Joint CCM/CRA/CRB
Meeting this 26th day April, 2021.

CRA

Mary R. Kindel, City Clerk

Eula R. Clarke, Chairperson

Minutes to be approved at the Joint CCM/CRA/CRB
Meeting this 26th day April, 2021.

CRB

Mary R. Kindel, City Clerk

Chris Lewis, Chairperson

Minutes to be approved at the Joint CCM/CRA/CRB
Meeting this 26th day April, 2021.

MRK