



City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

JULY 10, 2023

AT 4:00 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

Mayor Troy McDonald

Vice Mayor Becky Bruner

Commissioner Eula R. Clarke

Commissioner Christopher Collins

Commissioner Campbell Rich

ADMINISTRATIVE

Interim City Manager, Michael J. Mortell

Interim City Attorney, Paul J. Nicoletti

City Clerk, Mary R. Kindel

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

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

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

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

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - KERRY MARRAFFINO, CRYSTAL SOUND BOWL HEALING DEMONSTRATION

PROCLAMATIONS

2. 16TH ANNUAL TREASURE COAST WATERWAY CLEANUP WEEK - JULY 15-23, 2023
3. PARKS AND RECREATION MONTH - JULY 2023

PRESENTATIONS

4. SERVICE AWARDS - JULY 2023
5. 360° VIRTUAL PARKS TOUR
6. KIWANIS PARK CHECK PRESENTATION
7. LOSOM AND WATER CONDITIONS UPDATE

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

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

CONSENT CALENDAR

8. APPROVAL OF 06/23/2023 SCM MINUTES AND 06/26/2023 CCM MINUTES (RC)
9. AMENDMENT TO AGENCY COST SHARE AGREEMENT – IRL COUNCIL (RC):

RESOLUTION No. 51-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING AN AMENDMENT TO THE EXISTING COST-SHARE AGREEMENT FOR THE SE ILLINOIS AVENUE LIVING SHORELINE DEMONSTRATION PROJECT WITH THE INDIAN RIVER LAGOON (IRL) COUNCIL; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

10. ADOPTING THE CITY OF STUART STRATEGIC PLAN (RC):

RESOLUTION No. 31-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING A STRATEGIC PLAN FOR THE CITY OF STUART; INSTRUCTING THE CITY MANAGER TO IMPLEMENT PLAN GOALS, OBJECTIVES, AND STRATEGIES INTO THE EXECUTION OF MUNICIPAL BUSINESS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

DISCUSSION AND DELIBERATION

ADJOURNMENT

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

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

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

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

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

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

Meeting Date: 7/10/2023

Prepared by: Nina Mullin

Title of Item:

ARTS MOMENT - KERRY MARRAFFINO, CRYSTAL SOUND BOWL HEALING DEMONSTRATION

Summary Explanation/Background Information on Agenda Request:

Kerry Marraffino is the Chief Wellness Officer for KM Results in Stuart, FL. She is the author of the *31-Day Workout Challenge*, certified as a personal trainer and nutrition coach by the National Academy of Sports Medicine. She offers employee wellness programs, wellness coaching, and sound healing. Crystal sound bowl healing, also known as sound therapy or a sound bath, is a profoundly beneficial practice that promotes deep relaxation, reduces stress, and enhances overall well-being. By immersing oneself in the soothing tones of crystal bowls, individuals experience a heightened sense of self-awareness and improved vitality. Additionally, crystal sound bowl healing balances the body's energy centers, known as chakras, releasing blockages and restoring harmony to your nervous system. This non-invasive practice nurtures emotional well-being and brings about a sense of inner peace and rejuvenation. Ms. Marraffino will perform a crystal bowl healing demonstration.

Funding Source:

N/A

Recommended Action:

Enjoy the presentation.

ATTACHMENTS:

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

Meeting Date: 7/10/2023

Prepared by: Ryanne Cavo

Title of Item:

16TH ANNUAL TREASURE COAST WATERWAY CLEANUP WEEK - JULY 15-23, 2023

Summary Explanation/Background Information on Agenda Request:

The Marine Industries Association of the Treasure Coast in conjunction with the Florida Inland Navigation District (F.I.N.D.) are deeply concerned with keeping the Treasure Coast waterways clean for all to enjoy. The 16th Annual Treasure Coast Waterway Cleanup will be held on Saturday, July 22, 2023 from 8am – 12:30 pm. TEAM STUART will be meeting at beautiful Shepard Park on Saturday, July 22nd from 8:30 AM - 11:30 AM. Please register by July 18th by contacting Anne Ellig at (772) 600-1206 or via email at aellig@ci.stuart.fl.us.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

1. Treasure Coast Waterway Cleanup Week 2023
2. Waterway Cleanup Flyer

PROCLAMATION
16TH ANNUAL TREASURE COAST WATERWAY CLEANUP WEEK
JULY 15-23, 2023

- WHEREAS,** the Marine Industries Association of the Treasure Coast in conjunction with the Florida Inland Navigation District (F.I.N.D.) are deeply concerned with keeping the Treasure Coast waterways clean for all to enjoy, and;
- WHEREAS,** since the beginning, over 99.25 tons of trash have been collected from approximately 125 miles of waterways in Martin, St. Lucie & Indian River Counties, and;
- WHEREAS,** the 16th Annual Treasure Coast Waterway Cleanup will be held on Saturday, July 22, 2023 from 8am – 12:30 pm, and;
- WHEREAS,** this event will attract over 1,200 volunteers who will participate in cleaning the waterways. There will be 25 designated sites throughout the three counties that will serve as registration and disposal sites for the volunteers to work out of. There will also be a virtual cleanup that allows volunteers to clean up on their own and report their progress online.

NOW, THEREFORE, I, TROY MCDONALD, Mayor of the City of Stuart, Florida do hereby proclaim the week of July 15-23, 2023, as the:

16TH ANNUAL TREASURE COAST WATERWAY CLEANUP WEEK

in the City of Stuart, Florida and urges our citizens to volunteer and participate in this event.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 10th day of July, 2023.

TROY MCDONALD
MAYOR



SIGN UP TO CLEAN UP

Removal of litter along
the banks of the St. Lucie River,
nearby creeks, & waterfront City parks

SATURDAY, JULY 22
SHEPARD PARK
8:30 AM - 11:30 AM

- Participate as a department team, individual, or gather a group of friends and family!
- Cleanup locations by boat or on foot. Boats are welcome and needed!
- Garbage bags, pick-up sticks, & gloves provided.

Register by July 18th

by contacting Anne Ellig

PH: 772-600-1206 OR

AELLIG@CI.STUART.FL.US



GET A
CLEANUP TSHIRT!

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

Meeting Date: 7/10/2023

Prepared by: Ryanne Cavo

Title of Item:

PARKS AND RECREATION MONTH - JULY 2023

Summary Explanation/Background Information on Agenda Request:

Parks and recreation is an integral part of communities throughout this country, including the City of Stuart.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

1. Parks and Recreation Month 2023

**PROCLAMATION
PARKS AND RECREATION MONTH
JULY 2023**

WHEREAS, parks and recreation is an integral part of communities throughout this country, including the City of Stuart; and

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; encourages physical activities by providing space for popular sports, hiking trails, fitness programs and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation programming and education activities, such as out- of-school time programming, youth sports, environmental education, and socialization, are critical to childhood development; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community. Parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors.

NOW THEREFORE, the City of Stuart recognizing that planned recreational activities benefit the health and wellbeing of the community, I, TROY MCDONALD, Mayor of the City of Stuart, do hereby proclaim July 2023 as:

PARKS AND RECREATION MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 10th day of July, 2023.

ATTEST:

TROY MCDONALD
MAYOR

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

Meeting Date: 7/10/2023

Prepared by: Karen Chambers-Cuffy

Title of Item:

SERVICE AWARDS - JULY 2023

Summary Explanation/Background Information on Agenda Request:

Richard Serra	Police	20 years
Michael Hazelton	Public Works	20 years
James Billings	Public Works	15 years

Funding Source:

General Fund

Recommended Action:

Present Awards

ATTACHMENTS:

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

Meeting Date: 7/10/2023

Prepared by: Jim Chrulski

Title of Item:

360° VIRTUAL PARKS TOUR

Summary Explanation/Background Information on Agenda Request:

The Community Services Department set a goal to become more customer friendly. We surveyed the public and determined reserving our parks for special events and family activities was challenging. We analysed many solutions and decided to create a 360° Parks Tour that included the ability to visualize the parks, pavilions and other amenities. The virtual tours are now featured on the City of Stuart's website.

Funding Source:

N/A

Recommended Action:

Enjoy the presentation.

ATTACHMENTS:

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

Meeting Date: 7/10/2023

Prepared by: Milton Leggett

Title of Item:

KIWANIS PARK CHECK PRESENTATION

Summary Explanation/Background Information on Agenda Request:

Phase 4 Playground expansion at Kiwanis Park.

Funding Source:

N/A

Recommended Action:

N/A

ATTACHMENTS:

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

Meeting Date: 7/10/2023

Prepared by: Ben Hogarth

Title of Item:

LOSOM AND WATER CONDITIONS UPDATE

Summary Explanation/Background Information on Agenda Request:

Presentation to be provided by Ben Hogarth (Community Services Dept.) regarding the 2022 Lake Okeechobee System Operating Manual (LOSOM) status and an update on water conditions for the 2023 wet-season.

Funding Source:

N/A

Recommended Action:

N/A

ATTACHMENTS:

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

Meeting Date: 7/10/2023

Prepared by: Nina Mullin

Title of Item:

APPROVAL OF 06/23/2023 SCM MINUTES AND 06/26/2023 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

APPROVAL OF 06/23/2023 SCM MINUTES AND 06/26/2023 CCM MINUTES (RC)

Funding Source:

N/A

Recommended Action:

Approve Minutes.

ATTACHMENTS:

1. 06232023 SCM Minutes
2. 06262023 CCM Minutes

**MINUTES
SPECIAL MEETING OF THE STUART CITY COMMISSION
ATTORNEY - CLIENT
JUNE 23, 2023
AT 4:00 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

CITY COMMISSION

**Mayor Troy McDonald
Vice Mayor Becky Bruner
Commissioner Eula R. Clarke
Commissioner Christopher Collins
Commissioner Campbell Rich**

ADMINISTRATIVE

**Interim City Manager, Michael J. Mortell
Interim City Attorney, Paul J. Nicoletti
City Clerk, Mary R. Kindel**

ROLL CALL

4:00 PM

PRESENT: Mayor McDonald, Vice Mayor Bruner, Commissioner Clarke, Commissioner Collins, Commissioner Rich

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

1. REQUEST FOR ATTORNEY-CLIENT MEETING PURSUANT TO SEC. 286.011, FLORIDA STATUTES

Interim City Manager Mike Mortell briefly reviewed the reason for this Emergency Special Attorney-Client Meeting pertaining to the City of Stuart vs. 3M / AFFF Case. He explained that Interim Attorney, Paul Nicoletti requested he read the following statement in his absence:

As the City Attorney, Paul Nicoletti is requesting that the City Commission have an Attorney-Client Meeting in order to discuss the pending litigation and a possible settlement proposal. If the Commission votes for and decides to agree on going into the Attorney-Client Meeting, it should be noted that the entire proceeding will be transcribed by a court reporter, that will remain confidential until the lawsuit is dismissed or concluded, and upon

the conclusion, everything we say in the other room will become a public record and will be available to the public. But until the lawsuit is over, it will remain confidential as part of the Attorney-Client privilege. If you are inclined to hold the Attorney-Client Meeting based on the request of the City Attorney and pursuant to Florida Statute 286.011, the request has been made publicly and therefore are looking for a motion by the Commission.

Commissioner Clarke made a motion, seconded by Commissioner Collins.

Mortell explained that Stuart filed its case in 2018 and multiple other cases were pending as well. It was consolidated into multi-district litigation and the City of Stuart was selected by the defense and plaintiff side as one of the proposed bellweather cases. From the bellweather cases, Stuart was selected as the #1 bellweather case and was set for trial for June 5, 2023. David Peters, previous City Utilities & Engineering Director, went to Charleston, SC in preparation of the trial, and on June 4th at approximately 10:30 p.m., it was declared that they would do a 21-day stay of the proceedings pending a Resolution of the Global Settlement and did not want the case to start the next day. A court order was entered with a 21-day stay and attorneys to report back on that Monday morning, otherwise, it would be set for trial. 3M came to an agreement with the leadership as a global settlement of the global class action case. The City of Stuart is a member of that class and in that global settlement, there is an inclusion to the City of Stuart's case separately, but as part of the global settlement. The Commission falls under that 21-day order.

4:03 PM MOTION: Have Attorney-Client Meeting.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

APPROVAL OF AGENDA

4:05 PM MOTION: Approve

MOVED BY: Becky Bruner

SECONDED BY: Eula Clarke

Motion approved unanimously.

COMMISSION ACTION

City Manager Mortell reviewed for the public, that the Commission would be adjourning to the City-Client Meeting and immediately following that meeting, the board will return to resume the Special Commission Meeting and take any action or end the meeting.

**** 4:06 PM Recess ****

**** 5:09 PM Reconvened ****

2. RESOLUTION No. 53-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING A SETTLEMENT AGREEMENT WITH THE 3M COMPANY IN CITY OF STUART, FL v. 3M COMPANY ET AL, No. 2:18-cv-03487 (D.S.C) AS PART OF CASE No. 2:18-MM-2873-rmg, IN RE: AQUEOUS FILM-FORMING FOAMING FOAMS PRODUCTS

LIABILITY LITIGATION; PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

5:10 PM MOTION: Approve
MOVED BY: Eula Clarke
SECONDED BY: Becky Bruner
Motion approved unanimously.

City Manager Mortell read the Resolution title into the record.

Mayor McDonald announced that the City equitably settled and resolved the matter with 3M and that the settlement is still part of an active litigation case that will be active through mid-2024. Thanked the Attorney, Frank Petosa, 3M for settling, and most importantly, David Peters for his instrumental part in helping the City of Stuart.

ADJOURNMENT

5:13 PM

Mary R. Kindel, City Clerk

Troy McDonald, Mayor

Minutes to be approved at the Regular Commission
Meeting this 10th day of July, 2023.

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
JUNE 26, 2023
AT 5:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Troy McDonald
Vice Mayor Becky Bruner
Commissioner Eula R. Clarke
Commissioner Christopher Collins
Commissioner Campbell Rich

ADMINISTRATIVE

Interim City Manager, Michael J. Mortell
Interim City Attorney, Paul J. Nicoletti
City Clerk, Mary R. Kindel

ROLL CALL

5:36 PM

PRESENT: Mayor McDonald, Vice Mayor Bruner, Commissioner Clarke, Commissioner Collins, Commissioner Rich

INVOCATION

Moment of Silence

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. 2024 BUDGET INTRODUCTION

Louis "Joly" Boglioli, Finance Director, presented a FY 2024 "sneak peek". Noted highlights included a 10% increase in health for the employer, FRS changes, Workers Comp changes, new position requests, and he reviewed the new expenses in comparison to the increased revenue. Departments are to meet with the City Manager for large capital requests. Finance will provide the budget for the managers' review, and the first workshop will be prior to the Regular City Commission Meeting on July 24th.

Commissioner Clarke commented on Senate Bill 102 (SB 102) and asked if there are any unfunded mandates from the state that will be added to our budget this year. Interim City Manager Mortell responded.

Commissioner Rich commented on SB 102 exemptions and how they apply to the City.

COMMENTS BY CITY COMMISSIONERS

Commissioner Clarke

- Commented that she is proud of what Community Redevelopment Agency (CRA) is doing and the job that Joly is doing on the budget. She was interested in hearing about the additional requested EMT staff.

Mayor McDonald

- Commented that Confusion Corner is open. Reported he is glad to see the Consent Agenda awarding the Fire Station today and asked all to applaud the Fire Fighters in the room and thanked them for their service.

COMMENTS BY CITY MANAGER

Interim City Manager Mortell

- Commented on the Marine Industries Association Board of Director's Meeting. Stated they installed a camera to watch the bridge openings to compare the train and boat traffic. The new rule went into effect last week and is currently in action. As a result, a freight train was stopped and it did not stop traffic very long and did not block Monterey.

APPROVAL OF AGENDA

6:01 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

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

1. Johnathan Dobbs - Boxley Place; Commented on his connection with the Stuart Police and that he had an opportunity to talk with the emergency staff about Walking with Warriors. He wants to work with the staff to provide a five (5) day clinic with up to five (5) people. As Florida's population grows, they want to provide protection needed for families and help them with their occupation.
2. Chris Rudiger - via Zoom, retired employee of the City of Stuart; Commented on his agreement with Mr. Dobbs in mentioning the Walking for Warriors, and as someone who has served in uniform for thirty-two (32) years, the first responders are like a walking billboard in our community.

CONSENT CALENDAR

2. APPROVAL OF 06/12/2023 CCM MINUTES (RC)

3. SUPPORT FDOT STRATEGIC INTERMODAL SYSTEM (SIS) APPLICATION AND A USDOT GRANT APPLICATION FOR REPLACEMENT OF THE ST. LUCIE RAILROAD BRIDGE (RC):

RESOLUTION No. 43-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STRATEGIC INTERMODAL SYSTEM (SIS) APPLICATION AND A USDOT GRANT APPLICATION FOR THE REPLACEMENT OF THE ST. LUCIE RIVER RAILROAD BRIDGE; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

4. BUDGET AMENDMENT #13 - FIRE STATION 3 (RC):

RESOLUTION No. 49-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET ADMENDMENT NO. 13 TO THE 2022-2023 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS TO ACCOUNT FOR ADDITIONAL COSTS FOR CONSTRUCTION OF THE FIRE STATION "3" FROM FIRE IMPACT FEES AND OTHER RESERVES; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

5. AWARD OF ITB# 2023-104: CITY OF STUART FIRE STATION 3 (RC):

RESOLUTION No. 44-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2023-104, CITY OF STUART FIRE STATION 3 TO THE LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$4,290,334.00 TO HOOKS CONSTRUCTION COMPANY OF STUART, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

6:08 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

COMMISSION ACTION

NONE

ORDINANCE SECOND READING

NONE

ORDINANCE FIRST READING

6. A REQUEST FROM WILLIS CUSTOM YACHTS TO CONSIDER A SMALL-SCALE COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT (RC):

ORDINANCE No. 2516-2023; AN ORDINANCE OF THE CITY OF COMMISSION OF THE CITY OF STUART, SMALL SCALE COMPREHENSIVE PLAN AMENDMENT AS DEFINED IN F.S.§163.3187; AMENDING THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP FOR AN APPROXIMATELY 1.794-ACRE PARCEL FROM THE INDUSTRIAL FUTURE LAND USE TO THE MARINE/INDUSTRIAL FUTURE LAND USE; AMENDING THE FUTURE LAND USE MAP; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Kris McCrain, Principal Planner, provided a power point presentation on the Willis Custom Yachts showing the site plan, site history, existing and proposed future land use, the topography, wetlands, habitat conservation, wellfield, soil, and historic preservation. He reviewed the floodplain and traffic concurrence. Staff recommendation is for the Commission to grant approval for the Small Scale Future Land Use Amendment from the Industrial Future Land Use to the Marine/Industrial Land Use.

6:17 PM MOTION: Approve
MOVED BY: Eula Clarke
SECONDED BY: Christopher Collins
Motion approved unanimously.

7. APPLICATION REQUESTING A MAJOR URBAN CODE CONDITIONAL USE AMENDMENT FOR WILLIS CUSTOM YACHTS (QUASI-JUDICIAL) (RC):

RESOLUTION No. 42-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA. GRANTING A MAJOR URBAN CODE CONDITIONAL USE APPROVAL FOR WILLIS CUSTOM YACHTS LOCATED AT 151 NW FLAGLER AVENUE, ADJACENT TO THE ST. LUCIE RIVER, PARALLEL TO NW FLAGLER AVENUE, NORTH DIXIE HIGHWAY, AND THE FEC RAILWAY, AS DESCRIBED WITHIN THE ATTACHED LEGAL DESCRIPTION; REQUIRING SPECIFIC POLICIES TO BE CONSIDERED INCLUDING ALLOWED USES AND CONDITIONAL USES INCLUDING FENCING REQUIREMENTS, SHORELINE BUFFER REQUIREMENTS, AND CERTAIN ARCHITECTURAL ELEMENTS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A TIMETABLE OF DEVELOPMENT; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

Two (2) people were sworn in; Kris McClain, City of Stuart Principal Planner, and Matthew Barns, Owner of Willis Yachts.

Kris McClain, Principal Planner, presented the project location and stated that existing marine industrial land uses are conditionally permitted, the history of the property and former adopted Resolutions. He listed the Major Urban Code Conditional Use & Major Site Plan approvals and demonstrated the storage. He presented the proposed

development plan, and identified the conditions requested by the applicant, including a shoreline protection zone. The architectural elements and boat hoist crane was discussed, followed by the proposed conditions of approval. Staff recommends that approval is granted for the Major Urban Code Conditional Use for Willis Custom Yachts, via Resolution 42-2023, to allow for boat sales and services, provide relief from the Shoreline Protection Zone fencing requirements and certain architectural elements.

Matthew Barnes, Senior Project Manager of WGI, introduced Tyson Waters, Land Use Attorney for Willis, and Doug West, President and CEO of Willis Custom Yachts, then presented on Willis Custom Yachts' previously approved site plan, noting there was not enough parking on the site.

Commissioners asked the applicant and staff questions for clarification.

Commissioner Rich complimented the Community Redevelopment Board (CRB) for the sensible location selected for this project. He asked applicants about liveaboard vessels and incidental repairs being provided indoors.

Doug West, President and CEO of Willis Custom Yachts, was sworn in for testimony. He stated that this facility is a delivery facility, sea trials, and minor service work (no destructive work), all hazardous materials will be stored properly and removed by an authorized hazardous materials company.

Mayor McDonald commented that this an amazing contribution to economic development.

Commissioner Collins commented on a resident's concern, Robin Nunley, who expressed concerns on parking, etc. He is in favor of the project but stated he wants language that this site could never be a PUD in light of SB 102. The City Manager Mortell responded that the density is already used up in this site and it cannot happen, the Harbor Development uses up all the anchorage for the whole acreage.

PUBLIC COMMENT:

1. Marcela Cambor - Osceola Street; Supports the plan but the language for indoors or outdoors is critical and would like it to remain as is. Currently the Harbor Condo's are responsible for the road. They want the City to take back that portion.
2. Mark Brechbill - Osceola Street; Commented on the land use change from industrial to marine, submerged land, for the project but feels the changes need to be conservative.

7:23 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Becky Bruner

Motion approved unanimously.

8. A REQUEST FROM COMMERCE AVENUE, LLC TO CONSIDER A PETITION FOR A VOLUNTARY ANNEXATION (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2517-2023; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ANNEXING A PARCEL OF LAND FRONTING

ON SE COMMERCE AVENUE, CONSISTING OF 1.45-ACRES, SAID PARCEL BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Two (2) witnesses sworn in, Kris McCrain, Principal Planner, and Mike McCarty, McCarty and Associates Land Design.

Mr. McCrain provided the public notice of the public hearing, project location, level of service, impact analysis, staff recommendation, Benchmark/Commerce Avenue.

Mike McCarty, McCarty and Associates Land Planning Design, stated the reason for annexation to the Commission.

7:40 PM MOTION: Approve.

MOVED BY: Becky Bruner

SECONDED BY: Eula Clarke

Motion approved unanimously.

9. A REQUEST BY COMMERCE AVENUE, LLC, FOR A SMALL-SCALE COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT (RC):
(THIS IS AN INFORMATIONAL ITEM ONLY - NO ACTION IS REQUIRED)

ORDINANCE No. 2518-2023; AN ORDINANCE OF THE CITY OF COMMISSION OF THE CITY OF STUART, SMALL-SCALE COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT AS DEFINED IN F.S.§163.3187; AMENDING THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP FOR AN APPROXIMATELY 1.45-ACRE PARCEL FROM THE FUTURE LAND USE OF INDUSTRIAL (COUNTY) TO THE FUTURE LAND USE OF INDUSTRIAL (CITY); AMENDING THE FUTURE LAND USE MAP; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Kris McCrain, Principal Planner, presented on this Ordinance for informational purposes only; no vote is required. The data and analysis was provided and reviewed. Applicants have submitted a signed and sealed survey; no wetlands identified on site.

10. A REQUEST FROM COMMERCE AVENUE, LLC TO CONSIDER A REZONE PETITION (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2519-2023; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP; TO REZONE A 1.45-ACRE PARCEL; LOCATED ON THE SOUTH EAST SIDE OF SE COMMENRCE AVENUE; BEING MORE DESCRIBED IN EXHIBIT "A" ATTACHED, FROM M-2 INDUSTRIAL (COUNTY) ZONING DESIGNATION TO IPUD INDUSTRIAL PLANNED UNIT DEVELOPMENT (CITY) ZONING DESIGNATION; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Two (2) witnesses sworn in during Item #9; Kris McCrain, Principal Planner, and Mike McCarty, McCarty and Associates Land Design.

Mr. McCrain presented on this Ordinance, identifying the public notice information, project location, surrounding parcels, proposed zoning, the proposed development plan. Staff recommends the City Commission grant approval of the First Reading for a rezone petition to assign the Industrial Zoning District for a 1.45-acre parcel located on SE Commerce Avenue.

Mr. McCarty came forward and noted that the staff in the Development Department are different than the staff they originally worked with. Not looking for relief or waivers.

Commission discussion.

8:01 PM MOTION: Approve
MOVED BY: Eula Clarke
SECONDED BY: Becky Bruner
Motion approved unanimously.

DISCUSSION AND DELIBERATION

ADJOURNMENT

8:02 PM

Mary R. Kindel, City Clerk

Troy McDonald, Mayor

Minutes to be approved at the Regular Commission
Meeting this 10th day of July, 2023.

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 7/10/2023

Prepared by: Susej Meleqi

Title of Item:

AMENDMENT TO AGENCY COST SHARE AGREEMENT – IRL COUNCIL (RC):

RESOLUTION No. 51-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING AN AMENDMENT TO THE EXISTING COST-SHARE AGREEMENT FOR THE SE ILLINOIS AVENUE LIVING SHORELINE DEMONSTRATION PROJECT WITH THE INDIAN RIVER LAGOON (IRL) COUNCIL; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Indian River Lagoon (IRL) Council provides cost-share funding to Recipients for the purposes provided for herein which will benefit the management of the water resources of the Indian River Lagoon; and the proposed SE Illinois Avenue Living Shoreline Demonstration Project will align with the IRLNEP's "One Lagoon - One Community- One Voice" mission. The City of Stuart previously adopted Resolution No. 65-2022 on January 24, 2022 authorizing the Utilities & Engineering Department to execute a cost-share agreement for the project with IRL Council, and previously adopted Resolution No. 122-2022 on December 12, 2022 authorizing the Utilities & Engineering Department to submit an additional IRL Council grant application to continue the project. On February 13, 2023 the IRL Council agreed to provide an additional \$84,217.00 to the City. This amendment reflects the additional funding and related adjustments to the deliverables timeline. The City continues to implement strategies to improve the quality of runoff entering the St. Lucie River to advance toward BMAP goals and improving the water quality of the St. Lucie River and Estuary.

Funding Source:

N/A

Recommended Action:

Approve Resolution No. 51-2023.

ATTACHMENTS:

1. R51-2023 Amendment to Cost-Share Agreement - SE Illinois Ave Living Shoreline Demonstration
2. Amendment to IRL2022-06 Cost-Share Agreement 1_7.3.2023
3. 65-2022 & Agreement (for reference)
4. 122-2022 & Letter of Authorization (for reference)



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

RESOLUTION NUMBER 51-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING AN AMENDMENT TO THE EXISTING COST-SHARE AGREEMENT FOR THE SE ILLINOIS AVENUE LIVING SHORELINE DEMONSTRATION PROJECT WITH THE INDIAN RIVER LAGOON (IRL) COUNCIL; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Indian River Lagoon (IRL) Council provides cost-share funding to Recipients for the purposes provided for herein which will benefit the management of the water resources of the Indian River Lagoon; and

WHEREAS, the proposed SE Illinois Avenue Living Shoreline Demonstration Project will align with the IRLNEP's "One Lagoon - One Community- One Voice" mission; and

WHEREAS, the City of Stuart, Florida (the "City") previously adopted Resolution No. 65-2022 on January 24, 2022 authorizing the Utilities & Engineering Department to execute a cost-share agreement for the project with IRL Council; and

WHEREAS, the City of Stuart, Florida (the "City") previously adopted Resolution No. 122-2022 on December 12, 2022 authorizing the Utilities & Engineering Department to submit an additional IRL Council grant application to continue the project; and

WHEREAS, the City continues to implement strategies to improve the quality of runoff entering the St. Lucie River to advance toward BMAP goals and improving the water quality of the St. Lucie River and Estuary.

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

SECTION 1: The Mayor is hereby authorized and directed to execute an Indian River Lagoon (IRL) Council Cost-Share Agreement for the SE Illinois Avenue Living Shoreline Demonstration Project.

SECTION 2: This resolution shall take effect on adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____th day of _____.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

PAUL NICOLETTI
CITY ATTORNEY

**AMENDMENT NO. 1 TO THE AGENCY COST SHARE AGREEMENT BY AND
BETWEEN THE IRL COUNCIL AND CITY OF STUART, FLORIDA FOR THE SE
ILLINOIS AVENUE LIVING SHORELINE PROJECT**

This **Amendment No. 1** to the Agency Cost Share Agreement by and between the IRL Council and City of Stuart, Florida for the SE Illinois Avenue Living Shoreline project is made as of the date last executed below, by and between the IRL Council (“Council”) and City of Stuart, Florida (“Recipient”) (hereinafter referred to as “Amendment No. 1”).

WHEREAS, the Recipient and the Council entered into the Agency Cost Share Agreement by and between the IRL Council and City of Stuart, Florida for the SE Illinois Avenue Living Shoreline Project on July 28, 2022 , (the “Contract”); and

WHEREAS, the contract was extended through a change order executed on February 6, 2023; and

WHEREAS, the City of Stuart responded to Request for Proposals, RFP2023-02, Habitat Restoration to increase the award cost of the SE Illinois Avenue Living Shoreline Project; and

WHEREAS, the proposal from the City of Stuart was ranked high and eligible to be funded by Council; and

WHEREAS, the Council on February 10, 2023, accepted the proposal ranking and project funding; and

WHEREAS, this Amendment No. 1 would bring the approved funding to IRL2022-06; and

WHEREAS, the Council wishes to increase the total award under the contract from \$85,000 to \$169,217; and

WHEREAS, the parties wish to enter into this Amendment No. 1 to establish the changes to the Contract.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the Council and the Recipient agree to amend their Contract as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by reference.
2. **Amendments**. The Contract is hereby amended as follows:

- (a) The first sentence of Section 1 (Term; Withdrawal of Offer) subsection (a) is hereby deleted and replaced with the following:
The term of this Agreement is from the date upon which the last party has dated and executed the same (“Effective Date”) until September 30, 2024 (“Completion Date”).
- (b) The first sentence of Section 4 (Amount of Funding) subsection (a) is hereby deleted and replaced with the following:
For satisfactory performance of the Project, the Council shall pay Recipient approximately fifty percent (50%) of the total cost of the Project, but in no event shall the Council cost-share exceed \$169,217.
- (c) Section 4 (Amount of Funding) subsection (b) is hereby deleted and replaced with the following:
In-Kind Services. Recipient agrees to provide \$169,217 in the form of cash and/or in-kind services, as further described in the statement of Work, which shall count toward Recipient’s total cost-share obligation of \$169,217.
- (d) The fourth sentence of Section 5 (Payment of Invoices) subsection (a) is hereby deleted and replaced with the following:
For all approved expenses incurred on or after October 1, 2022, Recipient shall be reimbursed for approximately fifty percent (50%) of approved costs or the not-to-exceed sum of \$169,217, whichever is less.
- (e) The Project Managers listed in Section 8 (Project Management) are hereby deleted and replaced with the following:
COUNCIL
Kirsten Ayres-Guerra, Project Manager
IRL Council
1235 Main Street
Sebastian, FL 32958
(904) 755-2115
E-mail: ayres@irlcouncil.org
RECIPIENT
Marc Rogolino, Utilities & Engineering Project Manager
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
(772-221-4700)
Email: mrogolino@ci.stuart.fl.us

- (f) Section 18 (E-Verify) is hereby deleted and replaced with the following:

E-VERIFY. Pursuant to Section 448.095(5), Florida Statutes, the Recipient shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;
- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- (f) Be aware that if the Council terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Recipient may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Recipient as a result of the termination of the Agreement.

- (g) Attachment A – Statement of Work sections VII and VIII are hereby deleted and replaced with the following:

VII. TIME FRAMES and DELIVERABLES:

Task 1: Bid Documents, Construction drawings and technical specs,
notice to proceed letter

Due: September 1, 2023

Task 2: As-builts

Due: March 1, 2024

Task 3: Photo of project signage, copy of website literature and social
media posts.

Due: July 31, 2024

Task 4: Quarterly Reports that include Council's Quarterly Report Summary Cover Page.

Due: January 31, 2023; April 30, 2023; July 31, 2023, October 31, 2023, January 31, 2024, April, 30, 2024, and July 31, 2024.

Task 5: Final Report that includes Council's Final Report Cover Page

Due: September 30, 2024.

VIII. BUDGET:

Task line Item	Deliverable	IRLNEP Funding Amount	Cost Share Funding Amount	Cost Share Funding Source (In-kind or Cash)
1	Bidding	\$0	\$0	
2	Construction of Improvements	\$169,217	\$169,217	City (Cash)
3	Education	\$0	\$0	
4	Quarterly Reports	\$0	\$0	
5	Final Report	\$0	\$0	
	Summary Cost	\$169,217	\$169,217	
	Project total cost	\$338,434		

3. **Entire Agreement.** The Council and the Recipient agree that the Contract, and this Amendment No. 1 set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment No. 1 may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Contract remain in full force and effect.

4. **Counterparts.** This Amendment No. 1 may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment No. 1 via facsimile or email and such signature is as valid as the original signature of such party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 on the day and year last executed below.

IRL COUNCIL

CITY OF STUART

By: _____ By: _____
Duane E. De Freese, Ph.D.
Executive Director

Date: _____ Date: _____

APPROVED BY THE
IRL COUNCIL ATTORNEY

ATTEST:

By: _____

By: _____
Glen J. Torcivia, General Counsel

Printed Name and Title



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

RESOLUTION NUMBER 65-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A COST-SHARE AGREEMENT FOR THE SE ILLINOIS AVENUE LIVING SHORELINE DEMONSTRATION PROJECT WITH THE INDIAN RIVER LAGOON (IRL) COUNCIL; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Indian River Lagoon (IRL) Council provides cost-share funding to Recipients for the purposes provided for herein which will benefit the management of the water resources of the Indian River Lagoon; and

WHEREAS, the proposed SE Illinois Avenue Living Shoreline Demonstration Project will align with the IRLNEP's "One Lagoon - One Community- One Voice" mission; and

WHEREAS, the City of Stuart, Florida (the "City") previously adopted Resolution No. 13-2022 on January 24, 2022 authorizing the Utilities & Engineering Department to submit an IRL Council grant application; and

WHEREAS, the City continues to implement strategies to improve the quality of runoff entering the St. Lucie River to advance toward BMAP goals and improving the water quality of the St. Lucie River and Estuary.

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

SECTION 1: The Mayor is hereby authorized and directed to execute an Indian River Lagoon (IRL) Council Cost-Share Agreement for the SE Illinois Avenue Living Shoreline Demonstration Project.

SECTION 2: This resolution shall take effect on adoption.

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

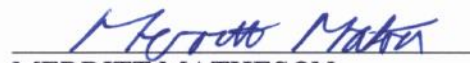
MERRITT MATHESON, MAYOR
TROY MCDONALD, VICE MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 25th day of July, 2022.

ATTEST:


MARY R. KINDEL
CITY CLERK


MERRITT MATHESON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY



**AGENCY COST-SHARE AGREEMENT BY AND BETWEEN THE
IRL COUNCIL AND CITY OF STUART, FLORIDA FOR
THE SE ILLINOIS AVENUE LIVING SHORELINE PROJECT**

THIS AGREEMENT ("Agreement") is entered into between the IRL COUNCIL ("Council"), whose address is 1235 Main Street, Sebastian, Florida 32958, and the CITY OF STUART, whose address is 121 SW Flagler Avenue, Stuart, Florida 34994 ("Recipient"). All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and the Council has been authorized by the United States Environmental Protection Agency to be the local sponsor for the Indian River Lagoon National Estuary Program.

Pursuant to the IRL Council Interlocal Agreement, the Council is responsible for managing the Indian River Lagoon National Estuary Program.

The Council has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the management of the water resources of the Indian River Lagoon.

The parties have agreed to jointly fund the following project to benefit the water resources in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter "the Project"):

Project description: A Living Shoreline will be installed to protect against erosion and to provide habitat for marine species and wading birds. The Living Shoreline plantings will also provide nutrient removal from the existing stormwater discharge entering the river at this location. A Buffered Shoreline will be constructed at the north end of SE Illinois Avenue to provide filtration for stormwater runoff from the northern portion of the SE Illinois Avenue right-of-way and adjacent properties.

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A- Statement of Work; and (3) other attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM; WITHDRAWAL OF OFFER

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2023 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Recipient shall commence performance on October 1, 2022 and shall complete performance in accordance with the time for completion stated in the Statement of Work. Time is of the essence for every aspect of this Agreement, including any time extensions.

- (b) This Agreement constitutes an offer until authorized, signed and returned to the Council by Recipient. This offer terminates forty-five (45) days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the Council's Project Manager, stating the reason(s) therefor. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The Council's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the Council will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the Council arising from or by reason of this Agreement.
3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the Council does not assert an ownership interest in any of the deliverables under this Agreement.
4. **AMOUNT OF FUNDING**
- (a) **Compensation.** For satisfactory completion of the Project, the Council shall pay Recipient approximately fifty percent (50%) of the total cost of the Project, but in no event shall the Council cost-share exceed \$85,000. The Council cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the Council's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (b) **In-Kind Services.** Recipient agrees to provide \$85,000 in the form of cash and/or in-kind services for the Project, as further described in the Statement of Work, which shall count toward Recipient's total cost-share obligation of \$85,000.
5. **PAYMENT OF INVOICES**
- (a) **Submission of Invoices.** Recipient shall submit one invoice upon successful completion of the Project by one of the following two methods: (1) by mail to the IRL Council, 1235 Main Street, Sebastian, Florida 32958, or (2) by e-mail to kolodny@irlcouncil.org. The invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. It shall include a copy of contractor and supplier invoices to Recipient and proof of payment. For all approved expenses incurred on or after October 1, 2022, Recipient shall be reimbursed for approximately fifty percent (50%) of approved costs or the not-to-exceed sum of \$85,000, whichever is less. The Council shall not withhold any retainage from this reimbursement. If necessary, for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of Council Fiscal Year Reporting.** The Council's fiscal year ends on September

30. Irrespective of the invoicing frequency, the Council is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.

- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the Council's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of 10 percent of the invoice. This penalty may be waived by the Council, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.**
- (d) **Invoice Requirements.** All invoices shall include the following information: (1) Council contract number; (2) Council encumbrance number; (3) Recipient's name and address (include remit address, if necessary); (4) Recipient's invoice number and date of invoice; (5) Council Project Manager; (6) Recipient's Project Manager; (7) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (8) Progress Report (if required). Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost that is borne by Recipient.
- (f) **Payments withheld.** The Council may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the Council from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the Council must budget the amount of funds that will be expended during each fiscal year as accurately as

possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the Council's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the Council to receive this request is August 1 of the then-current fiscal year. The Council may in its sole discretion prepare a Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers and employees. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the State of Florida, nor as a waiver of sovereign immunity of the State of Florida beyond the waiver provided for in Section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations, which may include participation in a self-insurance program.

7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) revenues appropriated by the Council's Board of Directors; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the Council's Board of Directors for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the Council shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the Council may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT**

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

COUNCIL

Daniel Kolodny, Project Manager
IRL Council
1235 Main Street
Sebastian, FL 32958
(772) 216-7148
E-mail: kolodny@irlcouncil.org

RECIPIENT

Timothy Voelker, P.E., Director, Utilities
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
(772) 288-5332
E-mail: tvoelker@ci.stuart.fl.us

- (b) The Council's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating Council policies and decisions regarding all matters pertinent to performance of the Project. The Council's Project Manager may also issue a Council Supplemental Instruction (CSI) form, Attachment B, to authorize minor adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the CSI. A CSI may not be used to change the Total Compensation, quantity, quality, or the Completion Date of the Work, or to change or modify the Agreement.

9. PROGRESS REPORTS AND PERFORMANCE MONITORING

- (a) **Progress Reports.** Recipient shall provide to the Council Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by Council's Project Manager and Recipient, and may include emails, memos, and letters.
- (b) **Performance Monitoring.** For as long as the Project is operational, the Council shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the Council any data that is requested pertaining to performance of the Project.

- 10. TERMINATION.** The IRL Council may terminate this Agreement without cause upon 10 days written notice. In such event Recipient shall be compensated for all Work performed in accordance with this Agreement to the effective date of termination. If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the Council shall provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have thirty (30) days to cure the breach. If Recipient fails to cure the breach within the thirty (30) day period, the Council shall issue a Termination for Default Notice and this Agreement shall be terminated upon receipt of said notice. In such event, Recipient shall refund to the Council all funds provided to Recipient pursuant to this Agreement within thirty (30) days of such termination. The Council may also terminate this Agreement upon ten (10) days written notice in the event any of material misrepresentations in the Project Proposal.

ADDITIONAL PROVISIONS (Alphabetical)

- 11. ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the Council's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the Council and any of Recipient's contractors or subcontractors.

12. AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS

- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the Council, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the Council shall have access to and the right

to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.

- (b) **Repayment of Funds.** Council funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the Council finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the Council for the same purpose; and/or (4) Recipient has received more than one hundred percent (100%) contributions through cumulative public agency cost-share funding.
 - (c) **Florida Inspectors General.** It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.
- 13. **CIVIL RIGHTS.** Pursuant to Chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
- 14. **COMMUNICATION AND ACKNOWLEDGEMENT OF FUNDING:** As a granting agency, the Council achieves its mission through partnerships with state agencies, local governments, community organizations, and others. The Council requires Recipient to acknowledge the Council when describing this project or program funded in whole or in part with Council funds in any of the following products: (1) press releases, speaking engagements, and other public statements; (2) publications and other documents; (3) websites; (4) visual presentations; (5) resource guides/toolkits; (6) bid solicitations and/or; (7) social media.
- 15. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the Council's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the Council's General Counsel, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the Council and shall then be subject to judicial review upon completion of the Project.
- 16. **DIVERSITY REPORTING.** The Council is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The Council will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
- 17. **ENTIRETY OF CONTRACTUAL AGREEMENT; AMENDMENT.** The Council and the Recipient agree that this Agreement (including all exhibits, attachments, etc.) sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated in these documents. None of the provisions, terms and conditions contained in this

Agreement may be added to, modified or otherwise altered, except by written instrument executed by the parties hereto.

18. **E-VERIFY.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Recipient shall:
- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 - (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
 - (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement;
 - (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
 - (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
 - (f) Be aware that if the Council terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Recipient may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Recipient as a result of the termination of the Agreement.
19. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL; REMEDY.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Indian River County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and **WAIVE THE RIGHT TO JURY TRIAL**; (4) no remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
20. **INDEPENDENT ENTITIES.** The parties to this Agreement, their employees and agents, are independent entities and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent entities during and after the term of this Agreement. Recipient is not a contractor of the Council. The Council is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health insurance, and tax laws pertaining to Recipient, its officers, agents, and employees.
21. **INTEREST OF RECIPIENT.** Recipient certifies that no officer, agent, or employee of the Council has any material interest, as defined in Chapter 112, Fla. Stat., either directly or

indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

22. **NON-LOBBYING.** Pursuant to Section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the Council under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
23. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
24. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
25. **PUBLIC RECORDS.**
 - (a) Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the Council's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
 - (b) **IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNCIL'S CUSTODIAN OF PUBLIC RECORDS AT (772) 216-7148, KOLODNY@IRLCOUNCIL.ORG, 1235 MAIN STREET, SEBASTIAN, FLORIDA 32958.**
 - (c) Recipient shall keep and maintain public records required by the Council to perform the Project.
 - (d) Upon request from the Council's custodian of public records, Recipient shall provide the Council 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 chapter 119, Fla. Stat. or as otherwise provided by law.

- (e) Recipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Council.
 - (f) Upon completion of the contract, Recipient may transfer, at no cost, to the Council all public records in possession of the Recipient or keep and maintain public records required by the Council to perform the service. If the Recipient transfers all public records to the Council upon completion of the contract, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the contract, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council, upon request from the Council's custodian of public records, in a format that is compatible with the information technology systems of the Council.
26. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the Council harmless from loss to the extent allowed by Florida law.
27. **SEVERABILITY; SURVIVABILITY; WAIVER**
- (a) If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.
 - (b) Any provision of the Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of the Agreement shall survive its expiration or earlier termination.
 - (c) Failure of either party to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

IN WITNESS WHEREOF, the Parties have executed on the day and year written below. This Agreement may be executed in separate counterparts, which shall not affect its validity.

IRL COUNCIL

CITY OF STUART

By: Duane E. De Freese
Duane E. De Freese, Ph.D., Executive Director

By: Merritt Matheson

Date: July 28, 2022

Merritt Matheson, Mayor
Name, Title and Date

Approved as to form and legal sufficiency

Glen J. Torcivia
Glen J. Torcivia, IRL Council General Counsel

Attest: Mary R. Kinder
Mary R. Kinder, City Clerk
Name and Title



ATTACHMENTS

- Attachment A – Statement of Work
- Attachment B – Council Supplemental Instruction Form

Cost-share: Agency general
Last updated: 3-16-20

APPROVED AS TO FORM
AND CORRECTNESS
Michael J. Mortell
MICHAEL J. MORTELL
CITY ATTORNEY

IN WITNESS WHEREOF, the Parties have executed on the day and year written below. This Agreement may be executed in separate counterparts, which shall not affect its validity.

IRL COUNCIL

CITY OF STUART

By: _____
Duane E. De Freese, Ph.D., Executive Director

By: Merritt Matheson

Date: _____

Merritt Matheson, Mayor
Name, Title and Date

Approved as to form and legal sufficiency

Glen J. Torcivia, IRL Council General Counsel

Attest: Mary R. Kinder

Mary R. Kinder, City Clerk
Name and Title



ATTACHMENTS

Attachment A – Statement of Work
Attachment B – Council Supplemental Instruction Form

Cost-share: Agency general
Last updated: 3-16-20

**APPROVED AS TO FORM
AND CORRECTNESS**

Michael J. Mortell
**MICHAEL J. MORTELL
CITY ATTORNEY**

ATTACHMENT A – STATEMENT OF WORK

I. PROJECT TITLE:

SE Illinois Avenue Living Shoreline Project

II. INTRODUCTION/BACKGROUND:

The project is in the City of Stuart, Florida in the St. Lucie River drainage basin. With this project, a living shoreline will be installed to protect against erosion and to provide habitat for marine species and wading birds. The living shoreline plantings will also provide nutrient removal from the existing stormwater discharge entering the river at this location. A buffered shoreline will be constructed at the north end of SE Illinois Avenue to provide filtration for stormwater runoff from the northern portion of the SE Illinois Avenue right-of-way and adjacent properties. The project is important for the City of Stuart to continue progress towards resiliency and meeting BMAP requirements for the St. Lucie River.

III. PROJECT VALUE PROPOSITION STATEMENT:

A 6.6-acre area along Illinois Ave will be modified for habitat restoration. Although data on nutrient removal by Living Shorelines is scarce, it is estimated that 18.77 pounds per year of TN and 2.82 pounds per year of TP will be removed by this project. In addition, 442.23 pounds per year of TSS will be removed prior to discharge to the St. Lucie River.

IV. LOCATION OF PROJECT:

Located in Stuart, Florida within the St. Lucie River drainage basin. Latitude 27°11'57.79"N, Longitude 80°14'42.61"W.

V. SCOPE OF WORK (Outputs/Deliverables):

Outputs include:

- Construction and installation of a living shoreline and buffered shoreline to be a demonstration project, with varied plants, rock, and other materials, to identify what materials and plantings are successful in this location. The successful materials and plantings will then be utilized in future living shoreline projects along the St. Lucie River coastline.
- Removal of 18.77 pounds per year of TN and 2.82 pounds per year of TP from stormwater prior to discharge to the St. Lucie River (Source: Spreadsheet Tool for Estimating Pollutant Load, STEPL, 2007)
- Public Education about the benefits of the project through signage at the project location, website materials, and social media posts.

VI. PROJECT TASK IDENTIFICATION:

Task 1. Bidding. The City of Stuart will bid the permitted design drawings for the bioswale construction, baffle box installation, and associated restoration. A contractor will be selected, and the City will execute a contract with the contractor. A copy of the bid documents, construction drawings, technical specifications, and the notice to proceed will be provided.

Task 2. Construction. The project proposes to construct a living shoreline with varied plants, rock, and other materials. All improvements will be constructed according to the approved construction drawings and technical specifications. As built drawings will be provided at the completion of construction.

- Task 3. Education. The City will post signage at the project site showing the project concept plan during construction. The City will also include a new project summary on the City's website and social media sharing the project benefits at the completion of the project.
- Task 4. Quarterly Reports. The City will submit quarterly reports updating the Indian River Lagoon Council on the progress for the project.
- Task 5. Final Report. The City will submit a final report at the completion of the project. The final report is intended to capture a brief summary of the project, financial summary of the actual grant and match expenditures, and include construction photos

VII. TIME FRAMES and DELIVERABLES:

- Task 1: Bid Documents, Construction drawings and technical specs, notice to proceed letter
Due: February 1, 2023
- Task 2: As-builts
Due: June 1, 2023
- Task 3: Photo of project signage, copy of website literature and social media posts.
Due: July 31, 2023
- Task 4: Quarterly Reports that include Council's Quarterly Report Summary Cover Page.
Due: January 31, 2023; April 30, 2023; July 31, 2023.
- Task 5: Final Report that includes Council's Final Report Cover Page
Due: September 30, 2023.

VIII. BUDGET:

Task line Item	Deliverable	IRLNEP Funding Amount	Cost Share Funding Amount	Cost Share Funding Source (In-kind or Cash)
1	Bidding	\$0	\$0	
2	Construction of Improvements	\$85,000	\$85,000	City (Cash)
3	Education	\$0	\$0	
4	Quarterly Reports	\$0	\$0	
5	Final Report	\$0	\$0	
	Summary Cost	\$85,000	\$85,000	
	Project total cost	\$170,000		

ATTACHMENT B — COUNCIL'S SUPPLEMENTAL INSTRUCTIONS (sample)
COUNCIL SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: _____, Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the work as consistent with the Contract Documents and return to the Council's Project Manager.

1. CONTRACTOR'S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: _____.

Contractor's approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Contractor agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
_____, Council Project Manager

Acknowledged: _____ Date: _____
_____, Council Contracts Administrator

cc: Contract/Purchasing file



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

RESOLUTION NUMBER 122-2022

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA, AUTHORIZING
THE UTILITIES & ENGINEERING DEPARTMENT TO
SUBMIT AN INDIAN RIVER LAGOON COUNCIL
GRANT APPLICATION FOR THE SE ILLINOIS
AVENUE LIVING SHORELINE DEMONSTRATION
PROJECT; PROVIDING AN EFFECTIVE DATE, AND
FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the Indian River Lagoon (IRL) Council provides cost-share funding to Recipients for the purposes provided for herein which will benefit the management of the water resources of the Indian River Lagoon; and

WHEREAS, the proposed SE Illinois Avenue Living Shoreline Demonstration Project (the project) will align with the IRLNEP's "One Lagoon - One Community- One Voice" mission; and

WHEREAS, the City of Stuart (the City) has previously adopted Resolution No. 13-2022, which authorized the Utilities & Engineering Department to submit an IRL Council grant application for the project, and

WHEREAS, the City has previously adopted Resolution No. 65-2022, which authorized the Mayor to execute a cost-share agreement for the project with the IRL Council, and

WHEREAS, construction costs for the project have significantly increased this past year. To help offset the increases, the City is submitting another grant application to the IRL Council for additional funding for the project, and

WHEREAS, the City continues to implement strategies to improve the quality of stormwater runoff entering the St. Lucie River to advance toward BMAP goals and improving water quality of the St. Lucie River and Estuary.

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

SECTION 1: The Utilities & Engineering Department is hereby authorized and directed to submit a grant application to the IRL Council for the project.

SECTION 2: This resolution shall take effect on adoption.

(The remainder of this page intentionally left blank)

Resolution No. 122-2022

Authorization to Submit a Grant Application for the SE Illinois Ave Living Shoreline
Demonstration

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

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

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 12th day of December, 2022.

ATTEST:


MARY R. KINDEL
CITY CLERK


TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY





City of Stuart

Jacqui May | Grants Administrator
121 SW Flagler Ave. Stuart Fl. 34994
JMay@ci.stuart.fl.us
Phone: 772.600-1244

January 17, 2023

Daniel Kolodny, Project Manager
IRL Council
1235 Main Street
Sebastian, Florida 32958

Re: Contract #IRL 2022-06 SE Illinois Avenue Living Shoreline Project /Manager Change

Dear Mr. Kolodny,

Please accept this written notice that the Project Manager for #IRL 2022-06 SE Illinois Avenue Living Shoreline has changed from Timothy Voelker to Marc Rogolino, Utilities & Engineering Project Manager for the City of Stuart. His information is:

Marc Rogolino, Project Manager
121 SW Flagler Avenue
Stuart, Florida 34994
Telephone: 772-221-4700
Email: mrogolino@ci.stuart.fl.us

We are notifying you of this change per Page 4, section 8 of our Cost Share Agreement dated July 28, 2022.

If you require additional information, please advise.

Cordially,

Jacqui May, Ph.D.
Grants Administrator
City of Stuart

CC:
Marc Rogolino, Project Manager, Utilities & Engineering
LeeAnn Jones, Administrative Assistant, Utilities & Engineering
David Dyess, City Manager
Mary Kindel, City Clerk



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

Meeting Date: 7/10/2023

Prepared by: Ben Hogarth, Jim Chrulski

Title of Item:

ADOPTING THE CITY OF STUART STRATEGIC PLAN (RC):

RESOLUTION No. 31-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING A STRATEGIC PLAN FOR THE CITY OF STUART; INSTRUCTING THE CITY MANAGER TO IMPLEMENT PLAN GOALS, OBJECTIVES, AND STRATEGIES INTO THE EXECUTION OF MUNICIPAL BUSINESS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City Commission instructed city staff to prepare a new Strategic Plan for Stuart. In early 2023, the City retained professional planning services from a local consultant familiar with earlier iterations of the City's Strategic Plan. The consultant aided staff in facilitating planning workshops and deliberations with city leaders to identify opportunities and challenges in meeting current and future demands.

The draft Strategic Plan is an aggregation of many ideas, observations, and recommendations by city officials and leadership as a means of best servicing city residents while preparing for anticipated impacts in the next few years. The Plan includes a cohesive vision with goals, objectives, and action strategies towards that overall vision. The plan further identifies specific targets and deliverables in the form of capital projects, programs, or policies that will see this city vision realized.

Funding Source:

N/A

Recommended Action:

Motion approval of Resolution No. 31-2023

ATTACHMENTS:

1. R31-2023 Strategic Plan for the City of Stuart
2. Strategic Plan (draft)
3. Strategic Plan Graphic Draft



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 31-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING A STRATEGIC PLAN FOR THE CITY OF STUART; INSTRUCTING THE CITY MANAGER TO IMPLEMENT PLAN GOALS, OBJECTIVES, AND STRATEGIES INTO THE EXECUTION OF MUNICIPAL BUSINESS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission of the City of Stuart directed City staff to draft a strategic plan identifying capital improvements and municipal policy that will best meet future needs of the City and its residents to ensure a sustainable community that maintains the City's character; and

WHEREAS, the City also retained professional planning services from a local consultant familiar with previous iterations of its strategic plan to help facilitate a constructive planning process among city commissioners and staff; and

WHEREAS, strategic planning workshops were held in the Spring of 2023 to aggregate ideas and comments from city leaders, outlining challenges and opportunities the City will face in the near-term; and

WHEREAS, during the strategic workshop discovery process, city officials and staff identified four key areas of critical goals and focus including: developing a more holistic and livable

community, providing for a safer city and more resilient and sustainable environment, bolstering business, and delivering vibrant family activities, and providing for more financial security; and

WHEREAS, a review of the prior Strategic Plan adopted in 2013, demonstrates that Stuart has either “achieved” or “exceeded” goals and expectations throughout its implementation; and

WHEREAS, the City Commission of the City of Stuart recognizes the value of strategic plans as a management tool for local governments in the pursuit of a cohesive vision for the community as a whole; and

WHEREAS, the draft Strategic Plan incorporates the best understanding of needs, challenges, and opportunities for the and provides an instructive guide for city officials and staff to chart the course of municipal policies, projects, and programs to achieve the City’s desired vision while meeting future demand and ensuring that it maintains the small town character that the residents desire.

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

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

SECTION 2: The City Commission of the City of Stuart, Florida hereby adopts the Strategic Plan developed by city officials and staff which identifies a cohesive vision with goals and strategies in meeting current and future demands of the City of Stuart, Florida.

SECTION 3: The City Commission instructs the City Manager to make every effort in the execution of municipal management to incorporate elements of the Strategic Plan into all future policies, projects, and programs as envisioned in the plan and as further instructed by the Commission.

SECTION 4: This Resolution shall become effective upon its adoption.

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

Resolution No. 31-2023
City of Stuart Strategic Plan.

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

PAUL J. NICOLETTI
INTERIM CITY ATTORNEY

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City of Stuart Strategic Plan

Stuart City Commission

*Troy McDonald – Mayor
Becky Bruner – Vice Mayor
Eula Clarke – Commissioner
Chris Collins – Commissioner
Campbell Rich - Commissioner*

City Manager – Michael Mortell
City Attorney – Paul Nicoletti
City Clerk – Mary Kindel

Strategic Planning Consultant

Jim Karas, Community Marine & Water Resource Planning

Drafted by Ben Hogarth, Jim Chrulski
Approved: Stuart City Commission by Resolution No. 31-2023
Dated July 10, 2023

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Preface

Municipalities serve their communities by providing a portfolio of quality services challenged by rising expenses and limited resources. Strategic planning and management are accepted best practices for businesses, not-for-profit organizations, and municipalities. This approach is not required of local governments in Florida. However, a strategic plan serves as an exceptional tool to focus priorities and resources amid many competing interests within the community.

Over the last four decades, Stuart has prioritized the need for economic sustainability which has been managed by successive generations of plans and visions, including:

- 1986 - Mayor Joan Jefferson initiated the Downtown Redevelopment and by 1987 created the Stuart Mainstreet which was designated by the Florida Bureau of Historic Preservation ¹.
- 1988 - Community Charrette and adoption of 1988 "Duany Plan."²
- 1998 - City of Stuart created the Community Redevelopment Agency (CRA) Trust Account to invest Tax Increment Financing into the designated CRA properties.
- 2001 - Community Charrette and adoption of Urban Overlay Zones for future of the defined downtown areas within Stuart.
- 2003 - The Treasure Coast Regional Planning Council led the East Stuart Community Charrette. ³
- 2008 and 2019 - The CRA commissioned an extensive Plan evaluation and subsequent updates and expansions.
- 2012 – The Treasure Coast Regional Planning Council led the US1 corridor planning process.
- 2014 – The City Commission adopted a 10-year strategic plan (adopted December 2013). The plan provided four goals and 23 action strategies. The action strategies were generally accomplished and reported "successful" by the City Commission. Strategies, such as neighborhood identity and branding, are ongoing and therefore included in this Plan.

However, the long-term objective for the City is to maintain its character while also ensuring a sustainable community for future generations. Historically, Stuart, Martin County, and the State of Florida have based their economies on tourism and growth. In February 2023, the City Commission engaged a consultant to provide a population study. It has been determined that the City has approximately 9,500 parcels of which 359 remain vacant. The base line population is approximately 19,000 with a projected build out population of 23,500 residents. Population wise, the City is approaching functional buildout. The City has a total of 3,930 acres with approximately 200 currently vacant. Commercial Land Use makes up 64% of the vacant land. There is zero land with a future land use of multi-family and zero land available with a land use of Neighborhood Special District. Effectively the City of Stuart has reached 95% of the buildout of all available land. That does not mean 95% of the land is developed. Pursuant to the Comprehensive plan, approximately 200 acres is available for development and the City code requires a significant amount of green space and native landscaping. In the context of evaluating vacant land, "build out" typically refers to the point at which the development or construction on the land reaches its maximum potential or capacity. It signifies the completion of the planned development on the available land.

¹ <https://www.stuartmainstreet.org/history/>

² **Stuart, Florida, Charrette Presentation (1988) - YouTube** <https://www.youtube.com/watch?v=IVEVIYFBajk>. Andres Duany presents the outcomes of the 1988 charrette.

³ <https://www.cityofstuart.us/DocumentCenter/View/4092/East-Stuart-Charrette-Report>

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If a community has developed 95% of the land and the remaining portion is designated for infill development, it could be considered nearing build out, but it may not necessarily represent the complete build out of the community. Infill development refers to the process of developing or redeveloping vacant or underutilized parcels within an already built-up area.

The determination of build out depends on various factors, such as zoning regulations, land use plans, infrastructure capacity, and community goals. If the remaining 5% of the land is already planned for infill development and there are no significant undeveloped areas beyond that, it might indicate that the community is approaching or reaching its build out point.

Stuart Future land uses	Percentage of Land Use	Total Acres	Developed Acres	Vacant Acres
Low Density Residential	19.23%	755.85	746.41	9.44
Multi - Family	14.76%	579.93	579.93	0.00
Commercial	23.54%	925.08	794.72	130.36
Office/Residential	3.58%	140.53	134.10	6.43
Industrial	2.62%	103.06	95.65	7.41
Public	5.31%	208.80	208.80	0.00
Institutional	5.06%	198.72	193.15	5.57
Recreation	1.00%	39.47	39.47	0.00
Downtown Redevelopment	5.67%	222.81	202.72	20.09
Neighborhood/Special District	2.44%	95.99	95.99	0.00
East Stuart	1.44%	56.55	43.63	12.92
Conservation	10.76%	422.93	419.70	3.24
County (Parcel desc. 8600)	4.12%	162.05	162.05	0.00
Marine Industrial	0.47%	18.55	12.10	6.45
	100.00%	3930.33	3728.43	201.90

The vacant acres described in the chart above consist mainly of small infill parcels as there are less than 10 sites that are over 10 acres and remain vacant. As a result, there will be very little future development that is made up of large-scale projects. The misnomer that the City of Stuart is facing unlimited growth is not supported by the available land or historic development patterns.

The remaining vacant property in Stuart will not result in significant change to the traffic patterns or ability to provide services such as water, sewer, roads, parks and recreation. This vision includes finalizing several outstanding capital projects, which include waterfront redevelopment, park improvements, intermodal transportation, expanded parking, and stormwater management, while incorporating sustainable initiatives, policies, and infrastructure.

In 2008, a consultant hired by the City of Stuart made the following comment about the City of Stuart and Martin County's approach to growth:

In Martin County and the City of Stuart, town planning, growth management policy, and land and resource planning are passionate topics. It is commendable that many citizens are engaged in shaping the future of the County and City through growth management tools such as comprehensive plans. Often these discussions are polarized as " pro- growth".' versus no- growth" debates. However, [...] good planning stems first from a clear and inspirational vision, and [...] redevelopment is a complex process that cannot be simply defined by a " pro-growth/no-growth" paradigm. ⁴

⁴ Preface to Preliminary Evaluation of Stuart Community Redevelopment 2002 Plan by consultant MSCW, Inc., July 2008)

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Executive Summary

The City of Stuart’s Strategic Plan provides a valuable, collective perspective of the highest priority action strategies to chart its course for a sustainable future. The Plan contains policy, program, and project guidance to serve commissioners and staff as they direct city resources towards achieving the strategic goals and objectives.

After reviewing all preceding strategic plans and community workshops, commissioners, and staff in collaboration with other stakeholders, examined the greatest challenges and opportunities for the next ten years.

This process cultivated a strategic vision with four re-occurring thematic focus areas:

- 1) Community
- 2) Safety and Resilience
- 3) Commerce and Recreation
- 4) Financial Well-being

These focus areas and their respective goal statements are intended to guide policy decisions and budgeting through 2034. Many of the major actions reflected in the Plan (public safety needs, water management infrastructure, park improvements, and community center expansion) may be achieved by a financing approach that includes a combination of funding mechanisms including grants, user fees bonds, impact fees, funds generated from the tax increment in the CRA, or expanding existing revenue sources. Long term financial security remains one of the City’s more complex challenges, complicated by the reality that the City is essentially at build out now. Based upon the survey presented to the Commission in 2022, ninety-six percent of the land available for development is already obligated or built. There are just a few parcels remaining in the City that will generate projects large enough to impact traffic and services and the remaining smaller parcels will simply consist of minor infill. In this scenario, there will be no new taxable property developed in the future to sustain the rising expenses of the City. In addition, the City of Stuart remains the economic hub of Martin County and therefore the population growth in the surrounding communities will continue to burden the City with operation and maintenance costs to accommodate the increases in population and traffic generated by those attracted to the Stuart area, but not residing in the City.

Moreover, in pursuit of the strategic vision, city leadership is guided by a mission, which reflects identified key community objectives, a sophisticated business and residential community atmosphere, and continued demand and delivery of high-quality services.

2. How was the Plan composed?

An internal draft was created in late 2022 through the input of the City Commission and Staff that primarily focused on:

- Research of key plans, including the prior version “Stuart 2024 Strategic Plan” (2013), the City’s Sustainability Action Plan, Comprehensive Plan, and Economic Development Strategy.

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- Interviews with the City Commission members and staff, followed by collaborative group workshops with each employing advanced group facilitation methods in March and April 2023.
- Synthesis and prioritization of key issues and action strategies to achieve stated vision and goals.
- Forecasts of future revenue and expenses.
- Population forecast (Metro Forecasting Models).
- Input from key community groups, interested parties, and Stuart residents.

2. 1. Opportunities and Challenges

A strategic planning process typically employs an assessment of “where we are now” by using Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis. For this planning process a simplified version of SWOT analysis was used to list and select the most important opportunities and challenges.

Challenges:

- Degraded river water which adversely affects the overall natural environment.
- Recruiting qualified workers and creating high-wage jobs with an accommodating housing inventory.
- Protecting “Home Rule” authority via legislative advocacy.
- Increasing revenue.
- Supporting the City’s Comprehensive Master Plan.
- Determining how to respond the perceived parking shortage.
- Responding to the lack of a large central public gathering venue.
- Improving collaboration with Martin County and not-for-profit organizations to avoid the duplication of services and maximize the limited resources.
- Remaining competitive with regional labor markets.
- Maintaining the character of Stuart without sacrificing the existing high “Quality of Life”.

Opportunities:

- Identifying future downtown parking strategies to alleviate parking inconveniences.
- Pursuing a Brightline train station to offset impacts from rail operations.
- Obtaining Federal funding for a new railroad bridge which could significantly benefit the marine industry association and alleviate the traffic created by freight trains that are forced to stage and block intersections.
- Attracting working professionals to live, work and play in the City of Stuart.
- Targeting key industries for community investment and the creation of jobs focusing on innovative technologies, aerospace, marine, tourism, and vocational technical trades.
- Expanding the downtown commercial district toward the hospital, and west of the FEC Railway.
- Expanding undergrounding utilities in the downtown.
- Achieving mobility with an expanded micro-transit system, bikeways, cartways, and pedestrian ways.
- Capitalizing on Stuart’s positive brand reputation to attract an educated work force.
- Enhancing our services, and customer-focused city administration.

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Vision

“Stuart should remain a place where small town character and charm blend harmoniously with rich history, inclusivity, innovation, sustainability, and a deep respect for tradition. The desire is to create a haven that captures the essence of coastal living while fostering a strong sense of community, where residents and visitors alike can find inspiration and fulfillment while respecting the natural surroundings.”

Mission

“Promote the highest quality of life for Stuart residents.”

3. The Plan Pyramid, Stemming from Vision

“Charting Stuart’s Strategic Vision for a Resilient City.”

3.1 Application

The Plan The City of Stuart’s Strategic Plan contains a vision and mission statement, focus areas including goal statements, objectives, action strategies, and a measure of performance through its implementation.

The Vision is the aspiration for the future of the City. The vision of the City will be guided by and reflect community input as it evolves. This evolution may come about naturally or as a result of a community charrette or workshops that steer the course of the City. All policy changes must be adopted by the City Commission to ensure continuity and direction. Due to the strategic planning process thus far, initial action strategies have been identified by policymakers and staff in the sections below.



The Vision summarizes the desires of the stakeholders. The Mission provides a concise tool to measure each task or operation to ensure that the actions taken by the City are in pursuit of the vision. It is an affirmation of our current challenges and opportunities, as well as an operational framework for the City Commission and staff alike.

The Focus Areas include Goals and Objectives that restate the Vision and ascribe a means toward achieving it. They are separated by areas of community focus and provide a foundation for program, project, and policy directives. The Strategies will provide direction adopted by the Commission which will help the City reach the goals and objectives.

3.1 Performance Measures

- Maintain and preserve Stuart’s historic character and community appeal.
- Encourage and foster highest and best use of a vibrant urban center.
- Complete the relocation of staff the City property across from Memorial Park.

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- Actively defend and protect the coastal estuarine environment while enhancing waterfront activities and marine-based recreation and commerce.
 - Provide a helpful and courteous public service organizational culture that promotes neighborly friendliness for all residents and guests.
 - Ensure public safety and welfare by providing the appropriate infrastructure and operational support to achieve operational independence.
 - Continue to encourage and promote the arts which will enhance economic vitality and influence urban design.
 - Promoting, preserving, and enhancing the quality of life for all citizens through public recreation while creating a healthy connected community.
 - Complete phase four of Memorial Park.
 - Investing in the latest innovative technologies, policies, educational programs, and training sessions that ensure a high degree of cybersecurity and awareness.
 - Continue to pursue a sustainable action plan.

4. Pursuing Goals through Objectives and Action Strategies

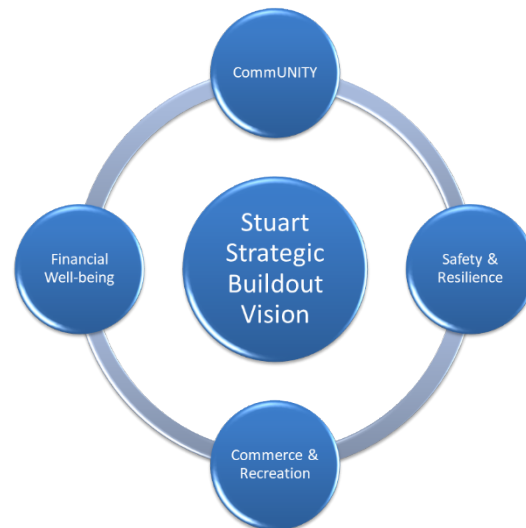
The Plan

The Plan revolves around four focus areas and their respective goal statements supporting the vision, which are concise and aspirational.

Summary goal areas are diagrammed below.

4.1. Focus Area - Community:

GOAL: Integrate and incentivize livable urban design which promotes citywide unity and is driven by urban and neighborhood aesthetics, pedestrian friendly scale and multimodality, environmental sustainability while maintain the original character of Stuart.



4.1.1. Objectives for a more livable Community

- Plan for and approve appropriate redevelopment to absorb the population projections (current est. 24,000).
- Maintain greenspace for active and passive recreational activities while protecting the environment. This includes the completion of projects already within the existing space such as Kiwanis Park, the playground and shade trees for Poppleton Creek park on Central parkway and the installation of the amphitheater and completion of phase four of Memorial Park.

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- Monitor the inventory of the uses described in the City Future Land Use map and actively design and plan for redevelopment while preserving single family neighborhoods.
- Promote programs and services that appeal to all ages.
- Promote a city-wide brand while celebrating the unique characteristics of our residential neighborhoods.
- Pursue opportunities for mixed-use development in the downtown area to reduce parking and traffic impacts while providing appropriate urban design.
- Improve multimodal circulation, walkability & vehicular parking including downtown peak congestion.
- Accommodate new transportation modes such as neighborhood electric vehicles, electric bikes, fully autonomous vehicles, micro transit systems, and explore viability of a central parking structure.
- Support and encourage the replacement of the railroad bridge which will alleviate traffic and allow for double tracking and higher clearance for marine vessels.
- Build attractive infrastructure to enhance urban and natural environments.
- Seek appropriate scaled projects to improve the appearance and character of the City that conveys small/old town charm and supports infill/redevelopment.
- Increase City's Public Art Collection in keeping with Stuart's status as cultural hub.
- Preserve and enhance single family neighborhoods; evaluate workforce housing (such as accessory dwelling units, small, manufactured, Recreational Vehicles).
- Actively work with the community to design and redevelop the City Hall site in anticipation of the City employees relocating to the site across from Memorial Park.

4.1.2. Action Strategies: Pursuing More Livable Community

Example: Action Strategies as discussed during the Strategic Planning Workshops.

1. Facilitate a public engagement process to chart a development, redevelopment, and preservation course for the City.
2. Educate the residents and visitors about the protections already in place that will prevent the overdevelopment of Stuart and encourage responsible redevelopment.
3. Identify and preserve the 10-12 existing neighborhoods by engaging with the residents and maintaining the individual character of each neighborhood.
4. Improve downtown multi-modal mobility by implementing downtown vehicle parking improvements.
5. Adopt a new sub-area plan for US 1 corridor (Roosevelt to Dixie Hwy) to mitigate traffic safety problems.
6. Continue to implement the City's Strategic Action Plan (2020).

Goal: More Livable Community	
Who	How - Ranked Action Strategy with anticipated cost and schedule.
DEV, CRA,	Author Citizens' Buildout Vision Plan using a public engagement process to chart a development, redevelopment, and preservation course to maintain quaint small-town charm, preserve highly valued

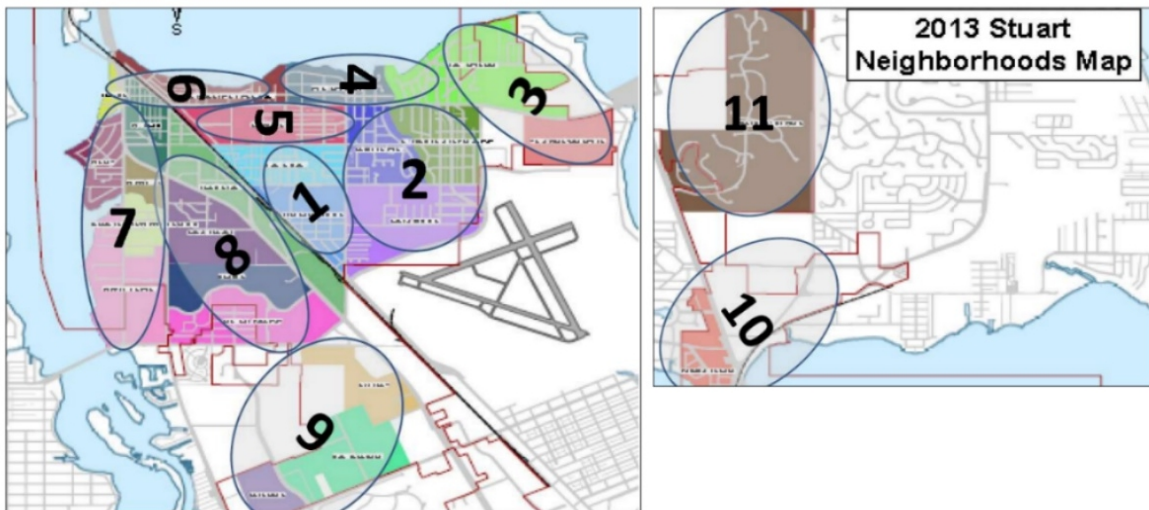
<i>UTL, Partners</i>	waterfront orientation while evaluating, synthesizing, and choosing from a range of desirable design options bandied by the community through the last decade or more. Buildout assumes accommodation of adding 4,000 population for a total of 24,000 by 2027), plus seasonal population. Further govern by guidelines as described in text, and a Commission-appointed citizen-based 7-person steering committee to guide the conduct and City boundaries with joint funding by the City and community partners (such as not-for-profits, larger landowners, developers, other constitutional governments, other interested parties).	
<i>DEV, CRA, UTL, Partners</i>	Select and name/brand 10-12 existing neighborhoods seeking to simultaneously promote identity and UNITY, pride, placemaking, and safety (see Stuart 2024 Strategic Plan, map on pg. 21). Promote naming/branding with gateway signage, marketing, beautification and maintenance, clean ups, neighborhood watch and/or national night out programs, and special events/programming (such as street potluck/BBQ dinners). Build upon recent accomplishments such as Creek district, which complements form-based code revisions now in progress. (See “My Neighborhood, My Community” for additional concepts [not affiliated with video targeted to youth at https://www.amazon.com/My-Neighborhood-Community/dp/B0754KLJGK] and convenient smart phone Apps such as https://ring.com/neighbors . Compare with Council of Neighborhood Associations, St. Petersburg, FL.) Partner with residents, informal neighborhood groups, homeowners’ associations, developers, businesses. Potential grant funding for improvements. \$200-400K.	
<i>DEV, CRA, UTL, Partners</i>	Improve Downtown multi-modal mobility by implementing downtown vehicle parking improvements including garage and paid parking program from the 2018 recommendations by Walker Consultants. Partner with Stuart Mainstreet, Downtown Business Association, Downtown Merchants, CRA and Advisory Board. Estimate \$200K to implement paid parking program. Q4 2023 – Q2 2024 paid parking. \$15-20M parking structure- CRA bond backed by parking fees and TIF.	
<i>DEV, CRA, UTL, Partners</i>	Adopt a new sub-area plan for US 1 corridor (Roosevelt to Dixie Hwy) to mitigate traffic safety problems, promote sense of arrival, and better accommodate pedestrian/multi-modal mobility. Integrate “road diet” and “complete street” concepts (see 2018-19 Vision by TCRPC – [insert reference]). Partners: CRA, FDOT, MP. \$50K for conceptual plan and design: Q4 2023 – Q3 2024. Advocate project funding through the Long-Range Transportation Plan, est. \$1 M, through Q2 2028.	
<i>All City</i>	Continue to implement and integrate Sustainability Action Plan (2020) policies, programs, and infrastructure projects into city-wide planning and capital improvements plans. Revise and update the plan on a biennial basis or as new technologies or policy needs emerge.	

The “**Citizens Vision Plan**” strategy is described by additional guidelines:

1. Recognize previous vision and plans starting with Andres Duany emphasizing waterfront access, core downtown integrity and attractive architecture/landscaping.
2. Evaluate, synthesize, and propose new solutions – choosing from a range of desirable design options identified by the community through the last decade including:
 - a. Update and renovate the new City Hall location across from Memorial Park to encourage investment by the private sector in the surrounding land.
 - b. Improve and/or reprogram select recreational facilities, including the 10th Street recreational facility and the new Guy Davis Park plan.
 - c. Complete phase four of Memorial Park including the amphitheater.

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- d. Integrate long-term mobility improvements (multi-modal transportation hub/train station/new parking structure),
 - e. Extend the downtown urban entertainment corridor to include Osceola and S.E. Ocean Avenues.
 - f. Maintaining or expanding jobs/business hubs such as: Innovation zone, Airport district, Industrial zone, medical district, Government/Institutional.
 - g. Examine locations where development intensity can be increased, such as US 1 corridor.
 - h. Redesign Flagler Park waterfront with a “Living Shoreline” and design improvements to Flagler Park and finish the riverfront boardwalk.
 - i. Continue programing which will lead to Complete Streets (mobility, drainage, sidewalks, lighting, streetscaping).
 - j. Enhance neighborhood identity and safety applying “Crime Prevention through Environmental Design” principles, while also recognizing need for attainable/workforce housing.
 - k. Encourage low impact development practices in all aspects of redevelopment.
 - l. Integrate the results of the Vulnerability Assessment to be completed by Q1 2024, formulating adaptation strategies such as infrastructure retrofits/redesign to provide resiliency.
4. The **“Neighborhood Brand Identity” action strategy** is further described by the following map (from the Stuart 2024 Strategic Plan, p. 21):



4.1.3. Performance Measures: More Livable Community Action Strategies

- Community Workshop/Charrette - Adopt the Vision with broad community support.
- Neighborhoods - Activate interest in the community, measured with a survey.
- Parking - An agreed upon metric for more business activity/economic development supported by relief of parking congestion.
- US 1 Corridor - Increase walkable streets; accommodate new housing development on US 1 corridor while accommodating regional traffic flow.

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4.2. Focus Area – Safety and Resilience:

GOAL: Promote a healthier coastal estuarine and citywide environment, while maintaining exceptional safety standards.

4.2.1. Objectives Safe, Healthy, Resilient Environment

- Continue transforming public safety philosophy for customer service, community service and rapport. Expand neighborhood watch programs and advocate for “Crime Prevention Through Environmental Design”⁵ during development, and city parks, open space planning.
- Continue to maintain appropriate storm water management practices.
- Continue to educate and implement low impact development strategies to protect resources and create sustainable environments.
- Through best management practices of stormwater infrastructure, improve the water quality and health of the St. Lucie River estuary.
- Preserve water viewsheds through built and landscape environments.⁶
- Pursue legal action or other influence, in alliance with other parties including landowners, to curb or eliminate harmful water discharges through the Okeechobee waterway.
- Emphasize interconnectedness with water resources/ coastal estuarine environment through themed events, activism, environmental awareness, and education.
- Promote storm resilient eco-friendly architecture, urban and landscape designs such as Florida Friendly, energy, and transportation efficiency. Maintain LEED incentive and incorporate voluntary blue/green roof policy incentives into LDC/Code of Ordinances.
- Aspire toward clean water and zero harmful discharges, holding the US Army Corp of Engineers and South Florida Water Management District accountable if they deviate from lake operational plans approved by Congress. Provide clean water for our children as a Stuart Commission legacy.

4.2.2. Action Strategies: Safe, Healthy, Resilient Environment

Example: Action Strategies as discussed during the Strategic Planning Workshops.

1. Expand Police Traffic Unit to meet growing demand.
2. Add a minimum of 9 personnel to Fire Rescue Units to meet fast-growing demand and maintain level of service and ISO rating.
3. Complete Fire Station 3 to provide efficient level of service to north Stuart.
4. Complete Alternative Water Supply Project and forecast potable water needs through buildout.
5. Complete the Vulnerability Assessment and Adaptation Plan for city resilience.
6. Complete undergrounding of utilities in the downtown along Seminole and Osceola streets.
7. Roll out and finish the “sign up and save” septic to sewer conversion program.
8. Implement a Capital Fleet Improvement / Maintenance Plan.
9. Update and implement the Stormwater Master Plan.
10. Connect reclaimed water to serve historic downtown irrigation needs.

⁵ See <https://www.cpted.net>

⁶ See Future Land Use Element, Stuart Comprehensive Plan.

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Goal: Safety and Resilience	
Who	How - Ranked Action Strategy with anticipated cost and schedule.
PS	Expand Police Traffic Unit to meet growing demand, especially around hot spots like Roosevelt Bridge and East Ocean. \$300K annual, increasing to \$500K by Q2 2025.
PS	Add 9 personnel to Fire Rescue Units to meet fast-growing demand, meet top level of service and ISO rating. \$750K over 4 years. 2023 thru 2026
PS	Complete Fire Station 3. \$4.5 M. Q2 2025 opening.
UTL, FIN	Separate from public workshops, adopt a new sub-area plan for US 1 corridor (Roosevelt to Dixie Hwy) to mitigate traffic safety problems, promote sense of arrival, and better accommodate pedestrian/multi-modal mobility. Integrate “road diet” and “complete street” concepts (see 2018-19 Vision by TCRPC – [insert reference]). Partners: CRA, FDOT, MP. \$50K for conceptual plan and design: Q4 2023 – Q3 2024. Advocate project funding through the Long-Range Transportation Plan, est. \$1 M, through Q2 2028.
UTL, COM, FIN	While finishing the reverse osmosis water plant (Q1 2024), forecast the overall potable water system needs (with costs) through buildout by updating – as required by the SFWMD and comprehensive plan - the required Water Supply Facilities Work Plan; includes injection well and distribution (piping) system reliability. Capital needs discovered by this plan process, plus the demand modeling, design engineering, and capital improvements can be funded through impact fees paid by new development, and a revenue bond (amount to be determined), with, costs recovered through water rate payers (refer to prior bonds for precedent). Cost estimates in house. Water plant funded though awarded Federal grant. By Q4 2025.
UTL	Finish undergrounding utilities in downtown - Seminole and Osceola. CRA -\$3.5 M, Q3 2023 thru Q3 2025.
UTL	Finish “Sign up and Save” second half of septic to sewer conversion in remaining neighborhoods, however voluntary so uncertain attainment of objective. Cost estimate \$14 M paid back through user fees over multiple years. Q3 2023 - Q4 2025.
All City	Implement Capital Fleet Improvement/Maintenance Plan, with police and fire highest priority, to keep the City’s vehicle fleet performing efficiently and meet fast-growing demand. Timely replace a range of outdated, worn equipment including fire apparatus and trucks. \$700K annual Q4 2023 and continuing. PM Maintain top level of service, especially Insurance Services Office (ISO) rating for fire services.
UTL	Update and Implement the Stormwater Master Plan – to design and build infrastructure to mitigate three priority flooding challenges at NW Dixie, Mango Place, and Flamingo Pond: also retrofitting 30 baffle boxes in existing stormwater system. Q4 2023 thru Q 2025.
UTL	Connect reclaimed water to serve historic downtown irrigation (Colorado Ave. to Osceola/ Delaware Commons) or other affordable connections. Cost and schedule TBD.

4.2.3. Performance Measures Safe, Healthy, Riverfront Environment

- Develop goals for the City and its residents.
- Continue to hold State and Federal Representatives accountable for actions that impact the environment.

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4.3. Focus Area – Commerce and Recreation:

GOAL: Enhance education, wellness, and community engagement by sponsoring and promoting outstanding cultural, arts, recreation, and entertainment programs as well as continuing to excelling as County’s business hub.

4.3.1 Objectives: Vibrant Family Activities; Welcoming Business Climate

- Grow and enhance community programming to make better use of public spaces while creating “sense of place” within urban core. See placemaking principles: <https://www.pps.org/article/what-is-placemaking>
- Manage and produce high quality family events and activities, developing a diverse portfolio that is consistent with the City’s community vision while improving accessibility for all.
- Expand community services, recreation, and programs as new city facilities come online ensuring programmatic offerings reach our diverse community.
- Expand business relationships and collaboration beyond the Downtown to reach business and industry sectors that contribute most to the City’s economic vitality, namely Marine, Government Services, Law and Finance, Retail/entertainment, Medical Services, and Aviation/Aerospace.
- Complete the relocation of employees from the current location to the new City Hall across from Memorial Park.
- Develop and implement a redevelopment plan for the current City Hall location at 121 SW Flagler Avenue by engaging the community in the vision and design process and the holding a public referendum for the adoption of the plan.

4.3.2 Action Strategies: Vibrant Family Activities; Welcoming Business Climate

Example: Action Strategies as discussed during the Strategic Planning Workshops.

1. Complete Memorial Park final phase with Amphitheatre and dynamic programming.
2. Complete Guy Davis Park expansion and rebranding it as regional community meeting facility and recreational facility.
3. Continue to enhance the downtown waterfront with improvements including Living Shoreline with EcoArt in Flagler Park. This will enhance the open space and demonstrate the commitment to river and environmental sustainability.
4. Continue to pursue redevelopment and infill projects that provide jobs and housing that remains consistent with the character and size of Stuart.

Goal: Commerce and Recreation	
Who	How - Ranked Action Strategy with anticipated cost and schedule.
COM, UTL, PARTNERS	Complete Memorial Park final phase to establish it as regional event venue with Amphitheatre and dynamic programming in keeping with City brand. Partner with: Friends of Memorial, Arts Council, Veterans Council, and Martin County Clerk/ 19th Judicial Circuit of Florida (Courthouse). \$1.5M for amphitheater through Federal American Rescue Plan Act funding; in process thru Q4 2025 (CS, UTIL)

COM, UTL, CRA, PARTNERS	Complete Guy Davis Park expansion rebranding it as City's "Guy Davis Central Park" with partners East Stuart Neighborhood, NAACP, athletic organizations, City's CRA, select nonprofit organizations. Funded by \$5M from CRA general fund (TIF) as community underwriters. Consider establishing 501 (c)(3) "Friends of ..." to enable fundraising (\$ and In-kind) for 10th Street, Guy Davis, & related programs. Q4 2026.	
COM, PARTNERS	Complement downtown activity center, and waterfront/marina re-design as a "Living Shoreline With EcoArt" in Flagler Park demonstrating commitment to riverine water quality restoration. (See https://floridalivingshorelines.com/) Partner with and initiate funding campaign involving various schools and community groups such as Rivers Coalition, Ocean Research & Conservation Association, Inc., US Army Corps of Engineers, South Florida Water Management District, Florida Inland Navigation District, Department of Environmental Protection. Cost \$0.5-1.0M. Q4 2028.	
COM, PARTNERS	Rebuild and program the City's Central Community Center at Guy Davis Park as City's sole community center with wide array of programming to maximize usage and satisfy unmet needs. Pursue funding campaign through partners: Children's Services Council, Cleveland Clinic and funding from various nonprofits for estimated \$7.5M cost of design thru construction; same 501 (c)(3) fundraising potential as Guy Davis Park (above). Q2 2028.	

4.3.3. Performance Measures: Vibrant Family Activities and Welcoming Business Climate

- Memorial Park - Create public/private partnerships. Increase community involvement. Consider moving farmer's market (green market) for more exposure and easier access.
- Guy Davis Park Expansion – Increase new participants, diversifying types of recreational play, and community involvement. Make final decisions regarding the redesign and pursue financing to implement the completion of the vision.
- Living Shoreline – Install and monitor the health of living shorelines. Increase in natural shoreline and littoral habitat, implement community education events.
- Pursue a multi modal transportation center including a train station to provide alternative means of transportation which avoids the use of automobiles and serves as an economic engine for Stuart.

4.4. Focus Area - Financial Well-being:

GOAL: Solidify the City's financial future through desired growth and alternative sources of revenue.

4.4.1 Objectives Financial Security and Well-being

- Improve key infrastructure where possible and affordable; new projects must be funded first (capital and O&M).
- Mitigate constraining legislation like SB 102 (2023) which pre-empts local government authority to regulate and influence growth.
- Pursue opportunities to obtain a double tracked rail road crossing over the St. Lucie River which will alleviate freight interference with automobile crossings and provide opportunities to obtain a station in Stuart.
- With the increased governmental service needs the City must meet the demand for competitive compensation to recruit and keep talented staff.

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- Pursue economic development and business growth that is innovative and sustainable, prioritizing businesses and industries that have a nexus with high-paying, high-quality jobs.
- Increase the size and value of our tax base by identifying and maximizing the highest and best use of available lands or through other redevelopment opportunities.
- Facilitate Public-Private-Partnership agreements to fund capital improvements, operation and maintenance, or other needs as guided by the model of the International City Managers' Association.

4.4.2. Action Strategies Financial Security and Well-being

Example: Action Strategies as discussed during the Strategic Planning Workshops.

1. Restructure the City's fire service assessment by FY 2024.
2. Adopt a definitive use strategy for the Wells Fargo property site.
3. Mitigate financial harm relating to the Roosevelt / Rail bridge closures and bridge / track construction and operation in the future.
4. Increase performance goals of grants staff and lobbying consultants to ensure a higher efficiency of return on investment.
5. Analyze events fee structure comparative to regional market and provide recommendations to expand revenue generation for city community services.
6. Build a new railroad bridge and train station within a walkable distance of downtown Stuart
7. Provide recommended changes to local government cost-sharing agreements for an improved ROI for value of service delivery to residents.
8. Form and staff a Task Force with a study mission to enable wealthy community members to invest in legacy projects and programs through a city-partnered non-profit organization.
9. Consider undesired but potentially necessary Ad Valorem increases or cutbacks only after exhausting desirable alternatives to offset declining revenue generation.

Goal: Financial Well-being	
Who	How - Ranked Action Strategy with anticipated cost and schedule.
FIN, PS	Restructure the City's fire services assessment fee by proposing revisions drafted in-house. Q3 2023 - Q1 2024.
ADM	Adopt a definitive use strategy for the Wells Fargo property to solidify longer-term city finance planning. Unless decided by Q4 2023, await Citizens' Buildout Vision Plan (Charrette).
ADM, CA	Mitigate city's financial harm by leading or joining a coalition of affected parties immediately damaged by the Roosevelt/Rail bridge closure and longer-term- the prospect for bridge/track reconstruction. The diverse coalition would consist of parties ranging from organizations to landowners – not only those linked to the marine industries. Q 3 2023 form coalition and decide on appropriate legal challenge.
ADM	Increase the performance goals (dollars and/or in-kind contributions) of grants staff, and lobbying consultant(s). However, grants obtained must not be overly-constraining. In-house staff cost; possible increase in lobbying contract fees, indeterminate. Q3 2023.

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FIN, COM	Analyze events fee structure to recommend an increase in revenue; compare to market and other local governments. In house staff time. Q4 2023 (Fees for recreation – not to be considered.) PM: Positive revenue over expenses.
FIN	Analyze and recommend changes to local government cost-sharing agreements (e.g. County) for cost/benefit and return on investment seeking to improve the value of service delivery to residents; including Municipal Services Taxing Units. In-house staff time. Q1 - Q3 2024
ADM, FIN	Form and staff a Task Force with a one-year study mission to enable wealthy community residents a means of legacy investment through a city-partnered non-profit foundation with desired flexibility for use of funds (supplemental capital for new construction/bricks and mortar, programming and operation/maintenance, program sponsorship, public safety, arts and entertainment, rewarding outstanding staff, etc.) Funding goal of \$2M/annual. Q3 2024 (Examine, consult and analyze or partner with Community Foundations of Martin, and Martin-St. Lucie Counties, Martin 100; City of Muskogee, OK Foundation (Oklahoma); Education Foundation of Martin County).
FIN	After exhausting desirable alternatives, Ad Valorem increases, or program/project/staff cutbacks must be considered during annual budgeting cycle beginning Q3 2024.

4.4.3. Performance Measures Financial Security and Sustainability

1. Revenue Growth Rate: Measure the annual growth rate of revenue generated by the municipality, including taxes, fees, and other income sources. This indicator reflects the municipality's ability to generate sufficient funds to support its operations and programs.
2. Debt Ratio: Calculate the ratio of the municipality's outstanding debt to its total assets. This metric assesses the level of debt burden and indicates the municipality's financial stability. A lower debt ratio signifies a healthier financial position and reduced risk.
3. Operating Efficiency: Evaluate the municipality's ability to manage costs and allocate resources efficiently. This measure can include indicators such as the cost per capita for providing essential services (e.g., public safety, infrastructure maintenance) or the cost-to-revenue ratio. Higher operating efficiency reflects effective financial management.
4. Bond Rating: Monitor the municipality's bond rating provided by credit rating agencies. A favorable bond rating indicates the municipality's creditworthiness and the level of risk associated with its debt. A higher rating allows the municipality to access capital at lower interest rates, reducing borrowing costs.
5. Economic Development: Assess the municipality's efforts in promoting economic growth, attracting businesses, and creating job opportunities. Indicators may include the number of new businesses established, the employment rate, and the overall economic output. Positive trends in economic development contribute to the financial well-being of the municipality.

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6. *Property Value*: Track the value of properties within the municipality over time. Increasing property values indicate a desirable and thriving community, attracting investment and contributing to a broader tax base that supports municipal finances.
7. *Citizen Satisfaction*: Conduct surveys or gather feedback to assess the satisfaction of residents with the City's financial management and services provided. This measure reflects the municipality's ability to meet the needs and expectations of its constituents, fostering trust and engagement.

These performance measures provide a comprehensive assessment of the municipality's financial security and well-being, considering both internal financial factors and external economic indicators. Regular tracking and analysis of these metrics can inform decision-making and help identify areas for improvement.

5. How will the Plan be used?

The strategic plan serves as a crucial roadmap for achieving the best results while being fiscally responsible and prioritizing the residents' well-being and quality of life. By carefully designing and implementing such a plan, Stuart can effectively allocate resources, make informed decisions, and foster sustainable development.

Firstly, the City must ensure fiscal responsibility by identifying and prioritizing key areas for investment and cost-saving measures. By conducting thorough assessments of current and future needs, Stuart can allocate its limited resources efficiently and effectively. This approach minimizes wasteful spending and maximizes the impact of available funds, allowing for the implementation of essential services and infrastructure improvements without burdening taxpayers.

Secondly, Stuart places residents and their quality of life at the forefront of decision-making processes. Through robust community engagement and consultation, the Commission can address the diverse needs and aspirations of the residents. It enables the City to identify and respond to key concerns, such as affordable housing, public safety, healthcare, education, and environmental sustainability. By prioritizing the well-being of residents, the strategic plan fosters a sense of inclusivity and promotes equitable growth, leading to enhanced livability and overall satisfaction within the community.

The strategic plan is intended to empower the City of Stuart to achieve optimal outcomes while balancing fiscal responsibility and prioritizing the residents' needs and quality of life. By carefully managing resources, engaging the community, and aligning objectives with the long-term vision, the plan enables the City Commission and Stuart Staff to navigate complex challenges and make informed decisions. Ultimately, the plan should be treated as a road map to sustainable and equitable development, creating a thriving and prosperous community for all residents.

The Plan is intended primarily for staff as the primary action agenda toward achieving the vision implemented by the City Commission. Accordingly, future adopted plans, ordinances and resolutions by this Commission should be consistent with this Plan's goals, objectives, and priorities. These include, at

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minimum, the City’s budget, the Comprehensive Plan, the CRA Plan, and the Capital Improvements Plan. This Plan may be adapted or amended from time to time to adjust to changing conditions or priorities.

6. References, Sources, and Credits

Table 1. Legend of City and other Agency Acronyms

ADM	City Manager/ Administration, Communication, Procurement
BDB	Business Development Board of Martin County
CA	City Attorney
CC	City Commission
CL	City Clerk
CRA	Redevelopment
COM	Community Services (Events, Recreation, Legislative, Environmental)
CT	Martin County Clerk/ 19 th Judicial State Circuit Court
DEV	Development (Planning, Zoning, Building)
FIN	Finance
HR	Human Resources/ Employee Retention, Recruitment
MC	Martin County Board of County Commissioners & Staff
MCE	Martin County Board of Education
PS	Public Safety- Police, Fire, Emergency
PW	Public Works, Parks
SFWMD	South Florida Water Management District
TCRPC	Treasure Coast Regional Planning Council
TS	Technology Services
UTL	Utilities, Engineering, Tram

Brightline train; March 10, 2023,

<https://www.tcpalm.com/story/opinion/editorials/2023/03/10/brightline-lets-hear-those-plans-for-treasure-coast-rail-station/69982190007/>

Integrated Design Charrettes. <https://www.wbdg.org/resources/planning-and-conducting-integrated-design-id-charrettes#Description>

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CITY OF STUART, FLORIDA

STRATEGIC PLAN 2029



City of Stuart Strategic Plan



Stuart City Commission

Troy McDonald – Mayor
Becky Bruner – Vice Mayor
Eula Clarke – Commissioner
Chris Collins – Commissioner
Campbell Rich - Commissioner

Administration

Michael Mortell – City Manager
Paul Nicoletti – City Attorney
Mary Kindel - City Clerk

Strategic Planning Consultant

Jim Karas, Community Marine & Water Resource Planning

Drafted by Ben Hogarth, Jim Chrulski
Approved: Stuart City Commission by Resolution No. 31-2023
Dated July 10, 2023

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Preface

Municipalities serve their communities by providing a portfolio of quality services challenged by rising expenses and limited resources. Strategic planning and management are accepted best practices for businesses, not-for-profit organizations, and municipalities. This approach is not required of local governments in Florida. However, a strategic plan serves as an exceptional tool to focus priorities and resources amid many competing interests within the community.

Over the last four decades, Stuart has prioritized the need for economic sustainability which has been managed by successive generations of plans and visions, including:

- 1986 - Mayor Joan Jefferson initiated the Downtown Redevelopment and by 1987 created the Stuart Mainstreet which was designated by the Florida Bureau of Historic Preservation ¹.
- 1988 - Community Charrette and adoption of 1988 "Duany Plan."²
- 1998 - City of Stuart created the Community Redevelopment Agency (CRA) Trust Account to invest Tax Increment Financing into the designated CRA properties.
- 2001 - Community Charrette and adoption of Urban Overlay Zones for future of the defined downtown areas within Stuart.
- 2003 - The Treasure Coast Regional Planning Council led the East Stuart Community Charrette. ³
- 2008 and 2019 - The CRA commissioned an extensive Plan evaluation and subsequent updates and expansions.
- 2012 – The Treasure Coast Regional Planning Council led the US1 corridor planning process.
- 2014 – The City Commission adopted a 10-year strategic plan (adopted December 2013). The plan provided four goals and 23 action strategies. The action strategies were generally accomplished and reported "successful" by the City Commission. Strategies, such as neighborhood identity and branding, are ongoing and therefore included in this Plan.

However, the long-term objective for the City is to maintain its character while also ensuring a sustainable community for future generations. Historically, Stuart, Martin County, and the State of Florida have based their economies on tourism and growth. In February 2023, the City Commission engaged a consultant to provide a population study. It has been determined that the City has approximately 9,500 parcels of which 359 remain vacant. The base line population is approximately 19,000 with a projected build out population of 23,500 residents. Population wise, the City is approaching functional buildout. The City has a total of 3,930 acres with approximately 200 currently vacant. Commercial Land Use makes up 64% of the vacant land. There is zero land with a future land use of multi-family and zero land available with a land use of Neighborhood Special District. Effectively the City of Stuart has reached 95% of the buildout of all available land. That does not mean 95% of the land is developed. Pursuant to the Comprehensive plan, approximately 200 acres is available for development and the City code requires a significant amount of green space and native landscaping. In the context of evaluating vacant land, "build out" typically refers to the point at which the development or construction on the land reaches its maximum potential or capacity. It signifies the completion of the planned development on the available land.

¹ <https://www.stuartmainstreet.org/history/>

² **Stuart, Florida, Charrette Presentation (1988) - YouTube** <https://www.youtube.com/watch?v=IVEVIYFBajk>. Andres Duany presents the outcomes of the 1988 charrette.

³ <https://www.cityofstuart.us/DocumentCenter/View/4092/East-Stuart-Charrette-Report>

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If a community has developed 95% of the land and the remaining portion is designated for infill development, it could be considered nearing build out, but it may not necessarily represent the complete build out of the community. Infill development refers to the process of developing or redeveloping vacant or underutilized parcels within an already built-up area.

The determination of build out depends on various factors, such as zoning regulations, land use plans, infrastructure capacity, and community goals. If the remaining 5% of the land is already planned for infill development and there are no significant undeveloped areas beyond that, it might indicate that the community is approaching or reaching its build out point.

Stuart Future land uses	Percentage of Land Use	Total Acres	Developed Acres	Vacant Acres
Low Density Residential	19.23%	755.85	746.41	9.44
Multi - Family	14.76%	579.93	579.93	0.00
Commercial	23.54%	925.08	794.72	130.36
Office/Residential	3.58%	140.53	134.10	6.43
Industrial	2.62%	103.06	95.65	7.41
Public	5.31%	208.80	208.80	0.00
Institutional	5.06%	198.72	193.15	5.57
Recreation	1.00%	39.47	39.47	0.00
Downtown Redevelopment	5.67%	222.81	202.72	20.09
Neighborhood/Special District	2.44%	95.99	95.99	0.00
East Stuart	1.44%	56.55	43.63	12.92
Conservation	10.76%	422.93	419.70	3.24
County (Parcel desc. 8600)	4.12%	162.05	162.05	0.00
Marine Industrial	0.47%	18.55	12.10	6.45
	100.00%	3930.33	3728.43	201.90

The vacant acres described in the chart above consist mainly of small infill parcels as there are less than 10 sites that are over 10 acres and remain vacant. As a result, there will be very little future development that is made up of large-scale projects. The misnomer that the City of Stuart is facing unlimited growth is not supported by the available land or historic development patterns.

The remaining vacant property in Stuart will not result in significant change to the traffic patterns or ability to provide services such as water, sewer, roads, parks and recreation. This vision includes finalizing several outstanding capital projects, which include waterfront redevelopment, park improvements, intermodal transportation, expanded parking, and stormwater management, while incorporating sustainable initiatives, policies, and infrastructure.

In 2008, a consultant hired by the City of Stuart made the following comment about the City of Stuart and Martin County's approach to growth:

In Martin County and the City of Stuart, town planning, growth management policy, and land and resource planning are passionate topics. It is commendable that many citizens are engaged in shaping the future of the County and City through growth management tools such as comprehensive plans. Often these discussions are polarized as " pro- growth".' versus no- growth" debates. However, [...] good planning stems first from a clear and inspirational vision, and [...] redevelopment is a complex process that cannot be simply defined by a " pro-growth/no-growth" paradigm. ⁴

⁴ Preface to Preliminary Evaluation of Stuart Community Redevelopment 2002 Plan by consultant MSCW, Inc., July 2008)

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Executive Summary

The City of Stuart’s Strategic Plan provides a valuable, collective perspective of the highest priority action strategies to chart its course for a sustainable future. The Plan contains policy, program, and project guidance to serve commissioners and staff as they direct city resources towards achieving the strategic goals and objectives.

After reviewing all preceding strategic plans and community workshops, commissioners, and staff in collaboration with other stakeholders, examined the greatest challenges and opportunities for the next ten years.

This process cultivated a strategic vision with four re-occurring thematic focus areas:

- 1) Community
- 2) Safety and Resilience
- 3) Commerce and Recreation
- 4) Financial Well-being

These focus areas and their respective goal statements are intended to guide policy decisions and budgeting through 2034. Many of the major actions reflected in the Plan (public safety needs, water management infrastructure, park improvements, and community center expansion) may be achieved by a financing approach that includes a combination of funding mechanisms including grants, user fees bonds, impact fees, funds generated from the tax increment in the CRA, or expanding existing revenue sources. Long term financial security remains one of the City’s more complex challenges, complicated by the reality that the City is essentially at build out now. Based upon the survey presented to the Commission in 2022, ninety-six percent of the land available for development is already obligated or built. There are just a few parcels remaining in the City that will generate projects large enough to impact traffic and services and the remaining smaller parcels will simply consist of minor infill. In this scenario, there will be no new taxable property developed in the future to sustain the rising expenses of the City. In addition, the City of Stuart remains the economic hub of Martin County and therefore the population growth in the surrounding communities will continue to burden the City with operation and maintenance costs to accommodate the increases in population and traffic generated by those attracted to the Stuart area, but not residing in the City.

Moreover, in pursuit of the strategic vision, city leadership is guided by a mission, which reflects identified key community objectives, a sophisticated business and residential community atmosphere, and continued demand and delivery of high-quality services.

2. How was the Plan composed?

An internal draft was created in late 2022 through the input of the City Commission and Staff that primarily focused on:

- Research of key plans, including the prior version “Stuart 2024 Strategic Plan” (2013), the City’s Sustainability Action Plan, Comprehensive Plan, and Economic Development Strategy.

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- Interviews with the City Commission members and staff, followed by collaborative group workshops with each employing advanced group facilitation methods in March and April 2023.
- Synthesis and prioritization of key issues and action strategies to achieve stated vision and goals.
- Forecasts of future revenue and expenses.
- Population forecast (Metro Forecasting Models).
- Input from key community groups, interested parties, and Stuart residents.

2. 1. Opportunities and Challenges

A strategic planning process typically employs an assessment of “where we are now” by using Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis. For this planning process a simplified version of SWOT analysis was used to list and select the most important opportunities and challenges.

Challenges:

- Degraded river water which adversely affects the overall natural environment.
- Recruiting qualified workers and creating high-wage jobs with an accommodating housing inventory.
- Protecting “Home Rule” authority via legislative advocacy.
- Increasing revenue.
- Supporting the City’s Comprehensive Master Plan.
- Determining how to respond the perceived parking shortage.
- Responding to the lack of a large central public gathering venue.
- Improving collaboration with Martin County and not-for-profit organizations to avoid the duplication of services and maximize the limited resources.
- Remaining competitive with regional labor markets.
- Maintaining the character of Stuart without sacrificing the existing high “Quality of Life”.

Opportunities:

- Identifying future downtown parking strategies to alleviate parking inconveniences.
- Pursuing a Brightline train station to offset impacts from rail operations.
- Obtaining Federal funding for a new railroad bridge which could significantly benefit the marine industry association and alleviate the traffic created by freight trains that are forced to stage and block intersections.
- Attracting working professionals to live, work and play in the City of Stuart.
- Targeting key industries for community investment and the creation of jobs focusing on innovative technologies, aerospace, marine, tourism, and vocational technical trades.
- Expanding the downtown commercial district toward the hospital, and west of the FEC Railway.
- Expanding undergrounding utilities in the downtown.
- Achieving mobility with an expanded micro-transit system, bikeways, cartways, and pedestrian ways.
- Capitalizing on Stuart’s positive brand reputation to attract an educated work force.
- Enhancing our services, and customer-focused city administration.

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Vision

“Stuart should remain a place where small town character and charm blend harmoniously with rich history, inclusivity, innovation, sustainability, and a deep respect for tradition. The desire is to create a haven that captures the essence of coastal living while fostering a strong sense of community, where residents and visitors alike can find inspiration and fulfillment while respecting the natural surroundings.”

Mission

“Promote the highest quality of life for Stuart residents.”

3. The Plan Pyramid, Stemming from Vision

“Charting Stuart’s Strategic Vision for a Resilient City.”

3.1 Application

The Plan The City of Stuart’s Strategic Plan contains a vision and mission statement, focus areas including goal statements, objectives, action strategies, and a measure of performance through its implementation.

The Vision is the aspiration for the future of the City. The vision of the City will be guided by and reflect community input as it evolves. This evolution may come about naturally or as a result of a community charrette or workshops that steer the course of the City. All policy changes must be adopted by the City Commission to ensure continuity and direction. Due to the strategic planning process thus far, initial action strategies have been identified by policymakers and staff in the sections below.



The Vision summarizes the desires of the stakeholders. The Mission provides a concise tool to measure each task or operation to ensure that the actions taken by the City are in pursuit of the vision. It is an affirmation of our current challenges and opportunities, as well as an operational framework for the City Commission and staff alike.

The Focus Areas include Goals and Objectives that restate the Vision and ascribe a means toward achieving it. They are separated by areas of community focus and provide a foundation for program, project, and policy directives. The Strategies will provide direction adopted by the Commission which will help the City reach the goals and objectives.

3.1 Performance Measures

- Maintain and preserve Stuart’s historic character and community appeal.
- Encourage and foster highest and best use of a vibrant urban center.
- Complete the relocation of staff the City property across from Memorial Park.

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- Actively defend and protect the coastal estuarine environment while enhancing waterfront activities and marine-based recreation and commerce.
- Provide a helpful and courteous public service organizational culture that promotes neighborly friendliness for all residents and guests.
- Ensure public safety and welfare by providing the appropriate infrastructure and operational support to achieve operational independence.
- Continue to encourage and promote the arts which will enhance economic vitality and influence urban design.
- Promoting, preserving, and enhancing the quality of life for all citizens through public recreation while creating a healthy connected community.
- Complete phase four of Memorial Park.
- Investing in the latest innovative technologies, policies, educational programs, and training sessions that ensure a high degree of cybersecurity and awareness.
- Continue to pursue a sustainable action plan.

3.2 Performance Measures

1. Maintain and preserve Stuart's historic character and community appeal.
2. Encourage and foster highest and best use of a vibrant urban center.
3. Complete the relocation of staff the City property across from Memorial Park.
4. Actively defend and protect the coastal estuarine environment while enhancing waterfront activities and marine-based recreation and commerce.
5. Provide a helpful and courteous public service organizational culture.
6. Ensure public safety and welfare by providing the appropriate infrastructure and operational support to achieve operational independence.
7. Continue to encourage and promote the arts which will enhance economic vitality and influence urban design.
8. Promoting, preserving, and enhancing the quality of life for all citizens through public recreation while creating a healthy connected community.
9. Complete phase four of Memorial Park.
10. Investing in the latest innovative technologies, policies, educational programs, and training sessions that ensure a high degree of cybersecurity and awareness.
11. Continue to pursue a sustainable action plan.

4. Pursuing Goals through Objectives and Action Strategies

The Plan

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The Plan revolves around four focus areas and their respective goal statements supporting the vision, which are concise and aspirational.

Summary goal areas are diagrammed below.

4.1. Focus Area - Community:

GOAL: Integrate and incentivize livable urban design which promotes citywide unity and is driven by urban and neighborhood aesthetics, pedestrian friendly scale and multimodality, environmental sustainability while maintain the original character of Stuart.



4.1.1. Objectives for a more livable Community

- Plan for and approve appropriate redevelopment to absorb the population projections (current est. 24,000).
- Maintain greenspace for active and passive recreational activities while protecting the environment. This includes the completion of projects already within the existing space such as Kiwanis Park, the playground and shade trees for Poppleton Creek park on Central parkway and the installation of the amphitheater and completion of phase four of Memorial Park.
- Monitor the inventory of the uses described in the City Future Land Use map and actively design and plan for redevelopment while preserving single family neighborhoods.
- Promote programs and services that appeal to all ages.
- Promote a city-wide brand while celebrating the unique characteristics of our residential neighborhoods.
- Pursue opportunities for mixed-use development in the downtown area to reduce parking and traffic impacts while providing appropriate urban design.
- Improve multimodal circulation, walkability & vehicular parking including downtown peak congestion.
- Accommodate new transportation modes such as neighborhood electric vehicles, electric bikes, fully autonomous vehicles, micro transit systems, and explore viability of a central parking structure.
- Support and encourage the replacement of the railroad bridge which will alleviate traffic and allow for double tracking and higher clearance for marine vessels.
- Build attractive infrastructure to enhance urban and natural environments.
- Seek appropriate scaled projects to improve the appearance and character of the City that conveys small/old town charm and supports infill/redevelopment.
- Increase City's Public Art Collection in keeping with Stuart's status as cultural hub.
- Preserve and enhance single family neighborhoods; evaluate workforce housing (such as accessory dwelling units, small, manufactured, Recreational Vehicles).

- Actively work with the community to design and redevelop the City Hall site in anticipation of the City employees relocating to the site across from Memorial Park.

4.1.2. Action Strategies: Pursuing More Livable Community

Example: Action Strategies as discussed during the Strategic Planning Workshops.

1. Facilitate a public engagement process to chart a development, redevelopment, and preservation course for the City.
2. Educate the residents and visitors about the protections already in place that will prevent the overdevelopment of Stuart and encourage responsible redevelopment.
3. Identify and preserve the 10-12 existing neighborhoods by engaging with the residents and maintaining the individual character of each neighborhood.
4. Improve downtown multi-modal mobility by implementing downtown vehicle parking improvements.
5. Adopt a new sub-area plan for US 1 corridor (Roosevelt to Dixie Hwy) to mitigate traffic safety problems.
6. Continue to implement the City's Strategic Action Plan (2020).

Goal: More Livable Community	
Who	How - Ranked Action Strategy with anticipated cost and schedule.
DEV, CRA, UTL, Partners	Author Citizens' Buildout Vision Plan using a public engagement process to chart a development, redevelopment, and preservation course to maintain quaint small-town charm, preserve highly valued waterfront orientation while evaluating, synthesizing, and choosing from a range of desirable design options bandied by the community through the last decade or more. Buildout assumes accommodation of adding 4,000 population for a total of 24,000 by 2027), plus seasonal population. Further govern by guidelines as described in text, and a Commission-appointed citizen-based 7-person steering committee to guide the conduct and City boundaries with joint funding by the City and community partners (such as not-for-profits, larger landowners, developers, other constitutional governments, other interested parties).
DEV, CRA, UTL, Partners	Select and name/brand 10-12 existing neighborhoods seeking to simultaneously promote identity and UNITY, pride, placemaking, and safety (see Stuart 2024 Strategic Plan, map on pg. 21). Promote naming/branding with gateway signage, marketing, beautification and maintenance, clean ups, neighborhood watch and/or national night out programs, and special events/programming (such as street potluck/BBQ dinners). Build upon recent accomplishments such as Creek district, which complements form-based code revisions now in progress. (See "My Neighborhood, My Community" for additional concepts [not affiliated with video targeted to youth at https://www.amazon.com/My-Neighborhood-Community/dp/B0754KLJGK] and convenient smart phone Apps such as https://ring.com/neighbors . Compare with Council of Neighborhood Associations, St. Petersburg, FL.) Partner with residents, informal neighborhood groups, homeowners' associations, developers, businesses. Potential grant funding for improvements. \$200-400K.
DEV, CRA, UTL, Partners	Improve Downtown multi-modal mobility by implementing downtown vehicle parking improvements including garage and paid parking program from the 2018 recommendations by Walker Consultants. Partner with Stuart Mainstreet, Downtown Business Association, Downtown Merchants, CRA and

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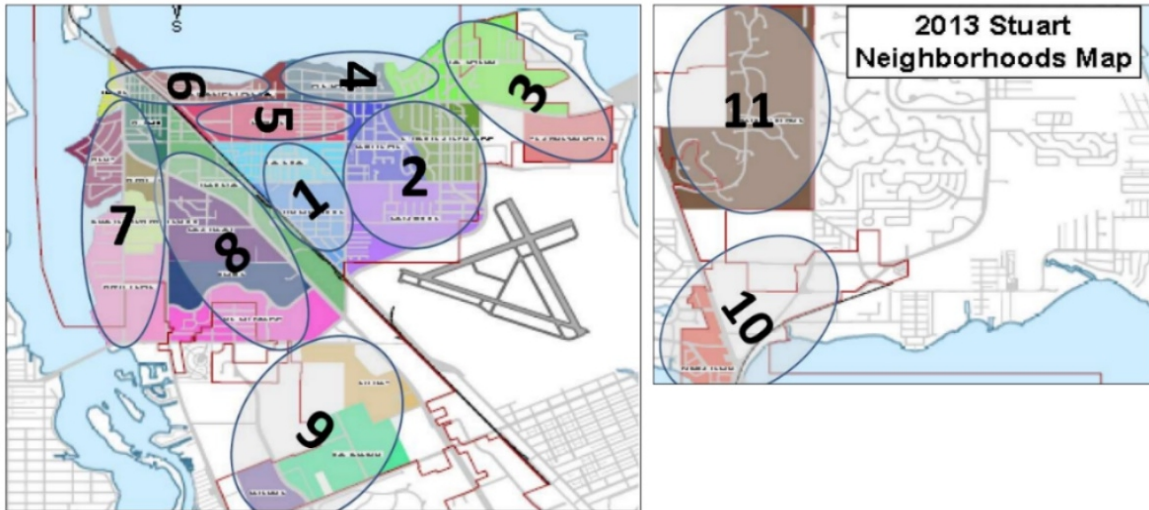
	Advisory Board. Estimate \$200K to implement paid parking program. Q4 2023 – Q2 2024 paid parking. \$15-20M parking structure- CRA bond backed by parking fees and TIF.
<i>DEV, CRA, UTL, Partners</i>	Adopt a new sub-area plan for US 1 corridor (Roosevelt to Dixie Hwy) to mitigate traffic safety problems, promote sense of arrival, and better accommodate pedestrian/multi-modal mobility. Integrate “road diet” and “complete street” concepts (see 2018-19 Vision by TCRPC – [insert reference]). Partners: CRA, FDOT, MP. \$50K for conceptual plan and design: Q4 2023 – Q3 2024. Advocate project funding through the Long-Range Transportation Plan, est. \$1 M, through Q2 2028.
<i>All City</i>	Continue to implement and integrate Sustainability Action Plan (2020) policies, programs, and infrastructure projects into city-wide planning and capital improvements plans. Revise and update the plan on a biennial basis or as new technologies or policy needs emerge.

The “**Citizens Vision Plan**” strategy is described by additional guidelines:

1. Recognize previous vision and plans starting with Andres Duany emphasizing waterfront access, core downtown integrity and attractive architecture/landscaping.
2. Evaluate, synthesize, and propose new solutions – choosing from a range of desirable design options identified by the community through the last decade including:
 - a. Update and renovate the new City Hall location across from Memorial Park to encourage investment by the private sector in the surrounding land.
 - b. Improve and/or reprogram select recreational facilities, including the 10th Street recreational facility and the new Guy Davis Park plan.
 - c. Complete phase four of Memorial Park including the amphitheater.
 - d. Integrate long-term mobility improvements (multi-modal transportation hub/train station/new parking structure),
 - e. Extend the downtown urban entertainment corridor to include Osceola and S.E. Ocean Avenues.
 - f. Maintaining or expanding jobs/business hubs such as: Innovation zone, Airport district, Industrial zone, medical district, Government/Institutional.
 - g. Examine locations where development intensity can be increased, such as US 1 corridor.
 - h. Redesign Flagler Park waterfront with a “Living Shoreline” and design improvements to Flagler Park and finish the riverfront boardwalk.
 - i. Continue programing which will lead to Complete Streets (mobility, drainage, sidewalks, lighting, streetscaping).
 - j. Enhance neighborhood identity and safety applying “Crime Prevention through Environmental Design” principles, while also recognizing need for attainable/workforce housing.
 - k. Encourage low impact development practices in all aspects of redevelopment.
 - l. Integrate the results of the Vulnerability Assessment to be completed by Q1 2024, formulating adaptation strategies such as infrastructure retrofits/redesign to provide resiliency.

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4. The “**Neighborhood Brand Identity**” action strategy is further described by the following map (from the Stuart 2024 Strategic Plan, p. 21):



4.1.3. Performance Measures: More Livable Community Action Strategies

- Community Workshop/Charrette - Adopt the Vision with broad community support.
- Neighborhoods - Activate interest in the community, measured with a survey.
- Parking - An agreed upon metric for more business activity/economic development supported by relief of parking congestion.
- US 1 Corridor - Increase walkable streets; accommodate new housing development on US 1 corridor while accommodating regional traffic flow.

4.2. Focus Area – Safety and Resilience:

GOAL: Promote a healthier coastal estuarine and citywide environment, while maintaining exceptional safety standards.

4.2.1. Objectives Safe, Healthy, Resilient Environment

- Continue transforming public safety philosophy for customer service, community service and rapport. Expand neighborhood watch programs and advocate for “Crime Prevention Through Environmental Design”⁵ during development.
- Continue to maintain appropriate storm water management practices.
- Continue to educate and implement low impact development strategies to protect resources and create sustainable environments.
- Through best management practices of stormwater infrastructure, improve the water quality and health of the St. Lucie River estuary.
- Preserve water viewsheds through built and landscape environments.⁶
- Pursue legal action or other influence, in alliance with other parties including landowners, to curb or eliminate harmful water discharges through the Okeechobee waterway.

⁵ See <https://www.cpted.net>

⁶ See Future Land Use Element, Stuart Comprehensive Plan.

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- Emphasize interconnectedness with water resources/ coastal estuarine environment through themed events, activism, environmental awareness, and education.
- Promote storm resilient eco-friendly architecture, urban and landscape designs such as Florida Friendly, energy, and transportation efficiency. Maintain LEED incentive and incorporate voluntary blue/green roof policy incentives into LDC/Code of Ordinances.
- Aspire toward clean water and zero harmful discharges, holding the US Army Corp of Engineers and South Florida Water Management District accountable if they deviate from lake operational plans approved by Congress. Provide clean water for our children as a Stuart Commission legacy.

4.2.2. Action Strategies: Safe, Healthy, Resilient Environment

Example: Action Strategies as discussed during the Strategic Planning Workshops.

1. Expand Police Traffic Unit to meet growing demand.
2. Add a minimum of 9 personnel to Fire Rescue Units to meet fast-growing demand and maintain level of service and ISO rating.
3. Complete Fire Station 3 to provide efficient level of service to north Stuart.
4. Complete Alternative Water Supply Project and forecast potable water needs through buildout.
5. Complete the Vulnerability Assessment and Adaptation Plan for city resilience.
6. Complete undergrounding of utilities in the downtown along Seminole and Osceola streets.
7. Roll out and finish the “sign up and save” septic to sewer conversion program.
8. Implement a Capital Fleet Improvement / Maintenance Plan.
9. Update and implement the Stormwater Master Plan.
10. Connect reclaimed water to serve historic downtown irrigation needs.

Goal: Safety and Resilience	
Who	How - Ranked Action Strategy with anticipated cost and schedule.
PS	Expand Police Traffic Unit to meet growing demand, especially around hot spots like Roosevelt Bridge and East Ocean. \$300K annual, increasing to \$500K by Q2 2025.
PS	Add 9 personnel to Fire Rescue Units to meet fast-growing demand, meet top level of service and ISO rating. \$750K over 4 years. 2023 thru 2026
PS	Complete Fire Station 3. \$4.5 M. Q2 2025 opening.
UTL, FIN	Separate from public workshops, adopt a new sub-area plan for US 1 corridor (Roosevelt to Dixie Hwy) to mitigate traffic safety problems, promote sense of arrival, and better accommodate pedestrian/multi-modal mobility. Integrate “road diet” and “complete street” concepts (see 2018-19 Vision by TCRPC – [insert reference]). Partners: CRA, FDOT, MP. \$50K for conceptual plan and design: Q4 2023 – Q3 2024. Advocate project funding through the Long-Range Transportation Plan, est. \$1 M, through Q2 2028.
UTL, COM, FIN	While finishing the reverse osmosis water plant (Q1 2024), forecast the overall potable water system needs (with costs) through buildout by updating – as required by the SFWMD and comprehensive plan - the required Water Supply Facilities Work Plan; includes injection well and distribution (piping) system reliability. Capital needs discovered by this plan process, plus the demand modeling, design engineering, and capital improvements can be funded through impact fees paid by new development, and a revenue

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	bond (amount to be determined), with, costs recovered through water rate payers (refer to prior bonds for precedent). Cost estimates in house. Water plant funded though awarded Federal grant. By Q4 2025.
UTL	Finish undergrounding utilities in downtown - Seminole and Osceola. CRA -\$3.5 M, Q3 2023 thru Q3 2025.
UTL	Finish "Sign up and Save" second half of septic to sewer conversion in remaining neighborhoods, however voluntary so uncertain attainment of objective. Cost estimate \$14 M paid back through user fees over multiple years. Q3 2023 - Q4 2025.
All City	Implement Capital Fleet Improvement/Maintenance Plan, with police and fire highest priority, to keep the City's vehicle fleet performing efficiently and meet fast-growing demand. Timely replace a range of outdated, worn equipment including fire apparatus and trucks. \$700K annual Q4 2023 and continuing. PM Maintain top level of service, especially Insurance Services Office (ISO) rating for fire services.
UTL	Update and Implement the Stormwater Master Plan – to design and build infrastructure to mitigate three priority flooding challenges at NW Dixie, Mango Place, and Flamingo Pond: also retrofitting 30 baffle boxes in existing stormwater system. Q4 2023 thru Q 2025.
UTL	Connect reclaimed water to serve historic downtown irrigation (Colorado Ave. to Osceola/ Delaware Commons) or other affordable connections. Cost and schedule TBD.

4.2.3. Performance Measures Safe, Healthy, Riverfront Environment

- Develop goals for the City and its residents.
- Continue to hold State and Federal Representatives accountable for actions that impact the environment.

4.3. Focus Area – Commerce and Recreation:

GOAL: Enhance education, wellness, and community engagement by sponsoring and promoting outstanding cultural, arts, recreation, and entertainment programs as well as continuing to excelling as County's business hub.

4.3.1 Objectives: Vibrant Family Activities; Welcoming Business Climate

- Grow and enhance community programming to make better use of public spaces while creating "sense of place" within urban core. See placemaking principles: <https://www.pps.org/article/what-is-placemaking>
- Manage and produce high quality family events and activities, developing a diverse portfolio that is consistent with the City's community vision while improving accessibility for all.
- Expand community services, recreation, and programs as new city facilities come online ensuring programmatic offerings reach our diverse community.
- Expand business relationships and collaboration beyond the Downtown to reach business and industry sectors that contribute most to the City's economic vitality, namely Marine, Government Services, Law and Finance, Retail/entertainment, Medical Services, and Aviation/Aerospace.
- Complete the relocation of employees from the current location to the new City Hall across from Memorial Park.

- Develop and implement a redevelopment plan for the current City Hall location at 121 SW Flagler Avenue by engaging the community in the vision and design process and the holding a public referendum for the adoption of the plan.

4.3.2 Action Strategies: Vibrant Family Activities; Welcoming Business Climate

Example: Action Strategies as discussed during the Strategic Planning Workshops.

1. Complete Memorial Park final phase with Amphitheatre and dynamic programming.
2. Complete Guy Davis Park expansion and rebranding it as regional community meeting facility and recreational facility.
3. Continue to enhance the downtown waterfront with improvements including Living Shoreline with EcoArt in Flagler Park. This will enhance the open space and demonstrate the commitment to river and environmental sustainability.
4. Continue to pursue redevelopment and infill projects that provide jobs and housing that remains consistent with the character and size of Stuart.

Goal: Commerce and Recreation	
Who	How - Ranked Action Strategy with anticipated cost and schedule.
COM, UTL, PARTNERS	Complete Memorial Park final phase to establish it as regional event venue with Amphitheatre and dynamic programming in keeping with City brand. Partner with: Friends of Memorial, Arts Council, Veterans Council, and Martin County Clerk/ 19th Judicial Circuit of Florida (Courthouse). \$1.5M for amphitheater through Federal American Rescue Plan Act funding; in process thru Q4 2025 (CS, UTIL)
COM, UTL, CRA, PARTNERS	Complete Guy Davis Park expansion rebranding it as City's "Guy Davis Central Park" with partners East Stuart Neighborhood, NAACP, athletic organizations, City's CRA, select nonprofit organizations. Funded by \$5M from CRA general fund (TIF) as community underwriters. Consider establishing 501 (c)(3) "Friends of ..." to enable fundraising (\$ and In-kind) for 10th Street, Guy Davis, & related programs. Q4 2026.
COM, PARTNERS	Complement downtown activity center, and waterfront/marina re-design as a "Living Shoreline With EcoArt" in Flagler Park demonstrating commitment to riverine water quality restoration. (See https://floridalivingshorelines.com/) Partner with and initiate funding campaign involving various schools and community groups such as Rivers Coalition, Ocean Research & Conservation Association, Inc., US Army Corps of Engineers, South Florida Water Management District, Florida Inland Navigation District, Department of Environmental Protection. Cost \$0.5-1.0M. Q4 2028.
COM, PARTNERS	Rebuild and program the City's Central Community Center at Guy Davis Park as City's sole community center with wide array of programming to maximize usage and satisfy unmet needs. Pursue funding campaign through partners: Children's Services Council, Cleveland Clinic and funding from various nonprofits for estimated \$7.5M cost of design thru construction; same 501 (c)(3) fundraising potential as Guy Davis Park (above). Q2 2028.

4.3.3. Performance Measures: Vibrant Family Activities and Welcoming Business Climate

- Memorial Park - Create public/private partnerships. Increase community involvement. Consider moving farmer's market (green market) for more exposure and easier access.

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- Guy Davis Park Expansion – Increase new participants, diversifying types of recreational play, and community involvement. Make final decisions regarding the redesign and pursue financing to implement the completion of the vision.
- Living Shoreline – Install and monitor the health of living shorelines. Increase in natural shoreline and littoral habitat, implement community education events.
- Pursue a multi modal transportation center including a train station to provide alternative means of transportation which avoids the use of automobiles and serves as an economic engine for Stuart.

4.4. Focus Area - Financial Well-being:

GOAL: Solidify the City's financial future through desired growth and alternative sources of revenue.

4.4.1 Objectives Financial Security and Well-being

- Improve key infrastructure where possible and affordable; new projects must be funded first (capital and O&M).
- Mitigate constraining legislation like SB 102 (2023) which pre-empts local government authority to regulate and influence growth.
- Pursue opportunities to obtain a double tracked rail road crossing over the St. Lucie River which will alleviate freight interference with automobile crossings and provide opportunities to obtain a station in Stuart.
- With the increased governmental service needs the City must meet the demand for competitive compensation to recruit and keep talented staff.
- Pursue economic development and business growth that is innovative and sustainable, prioritizing businesses and industries that have a nexus with high-paying, high-quality jobs.
- Increase the size and value of our tax base by identifying and maximizing the highest and best use of available lands or through other redevelopment opportunities.
- Facilitate Public-Private-Partnership agreements to fund capital improvements, operation and maintenance, or other needs as guided by the model of the International City Managers' Association.

4.4.2. Action Strategies Financial Security and Well-being

Example: Action Strategies as discussed during the Strategic Planning Workshops.

1. Restructure the City's fire service assessment by FY 2024.
2. Adopt a definitive use strategy for the Wells Fargo property site.
3. Mitigate financial harm relating to the Roosevelt / Rail bridge closures and bridge / track construction and operation in the future.
4. Increase performance goals of grants staff and lobbying consultants to ensure a higher efficiency of return on investment.
5. Analyze events fee structure comparative to regional market and provide recommendations to expand revenue generation for city community services.
6. Build a new railroad bridge and train station within a walkable distance of downtown Stuart
7. Provide recommended changes to local government cost-sharing agreements for an improved ROI for value of service delivery to residents.

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8. Form and staff a Task Force with a study mission to enable wealthy community members to invest in legacy projects and programs through a city-partnered non-profit organization.
9. Consider undesired but potentially necessary Ad Valorem increases or cutbacks only after exhausting desirable alternatives to offset declining revenue generation.

Goal: Financial Well-being	
Who	How - Ranked Action Strategy with anticipated cost and schedule.
FIN, PS	Restructure the City's fire services assessment fee by proposing revisions drafted in-house. Q3 2023 - Q1 2024.
ADM	Adopt a definitive use strategy for the Wells Fargo property to solidify longer-term city finance planning. Unless decided by Q4 2023, await Citizens' Buildout Vision Plan (Charrette).
ADM, CA	Mitigate city's financial harm by leading or joining a coalition of affected parties immediately damaged by the Roosevelt/Rail bridge closure and longer-term- the prospect for bridge/track reconstruction. The diverse coalition would consist of parties ranging from organizations to landowners – not only those linked to the marine industries. Q 3 2023 form coalition and decide on appropriate legal challenge.
ADM	Increase the performance goals (dollars and/or in-kind contributions) of grants staff, and lobbying consultant(s). However, grants obtained must not be overly-constraining. In-house staff cost; possible increase in lobbying contract fees, indeterminate. Q3 2023.
FIN, COM	Analyze events fee structure to recommend an increase in revenue; compare to market and other local governments. In house staff time. Q4 2023 (Fees for recreation – not to be considered.) PM: Positive revenue over expenses.
FIN	Analyze and recommend changes to local government cost-sharing agreements (e.g. County) for cost/benefit and return on investment seeking to improve the value of service delivery to residents; including Municipal Services Taxing Units. In-house staff time. Q1 - Q3 2024
ADM, FIN	Form and staff a Task Force with a one-year study mission to enable wealthy community residents a means of legacy investment through a city-partnered non-profit foundation with desired flexibility for use of funds (supplemental capital for new construction/bricks and mortar, programming and operation/maintenance, program sponsorship, public safety, arts and entertainment, rewarding outstanding staff, etc.) Funding goal of \$2M/annual. Q3 2024 (Examine, consult and analyze or partner with Community Foundations of Martin, and Martin-St. Lucie Counties, Martin 100; City of Muskogee, OK Foundation (Oklahoma); Education Foundation of Martin County).
FIN	After exhausting desirable alternatives, Ad Valorem increases, or program/project/staff cutbacks must be considered during annual budgeting cycle beginning Q3 2024.

4.4.3. Performance Measures Financial Security and Sustainability

1. Revenue Growth Rate: Measure the annual growth rate of revenue generated by the municipality, including taxes, fees, and other income sources. This indicator reflects the municipality's ability to generate sufficient funds to support its operations and programs.

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2. *Debt Ratio*: Calculate the ratio of the municipality's outstanding debt to its total assets. This metric assesses the level of debt burden and indicates the municipality's financial stability. A lower debt ratio signifies a healthier financial position and reduced risk.
3. *Operating Efficiency*: Evaluate the municipality's ability to manage costs and allocate resources efficiently. This measure can include indicators such as the cost per capita for providing essential services (e.g., public safety, infrastructure maintenance) or the cost-to-revenue ratio. Higher operating efficiency reflects effective financial management.
4. *Bond Rating*: Monitor the municipality's bond rating provided by credit rating agencies. A favorable bond rating indicates the municipality's creditworthiness and the level of risk associated with its debt. A higher rating allows the municipality to access capital at lower interest rates, reducing borrowing costs.
5. *Economic Development*: Assess the municipality's efforts in promoting economic growth, attracting businesses, and creating job opportunities. Indicators may include the number of new businesses established, the employment rate, and the overall economic output. Positive trends in economic development contribute to the financial well-being of the municipality.
6. *Property Value*: Track the value of properties within the municipality over time. Increasing property values indicate a desirable and thriving community, attracting investment and contributing to a broader tax base that supports municipal finances.
7. *Citizen Satisfaction*: Conduct surveys or gather feedback to assess the satisfaction of residents with the City's financial management and services provided. This measure reflects the municipality's ability to meet the needs and expectations of its constituents, fostering trust and engagement.

These performance measures provide a comprehensive assessment of the municipality's financial security and well-being, considering both internal financial factors and external economic indicators. Regular tracking and analysis of these metrics can inform decision-making and help identify areas for improvement.

5. How will the Plan be used?

The strategic plan serves as a crucial roadmap for achieving the best results while being fiscally responsible and prioritizing the residents' well-being and quality of life. By carefully designing and implementing such a plan, Stuart can effectively allocate resources, make informed decisions, and foster sustainable development.

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The City must ensure fiscal responsibility by identifying and prioritizing key areas for investment and cost-saving measures. By conducting thorough assessments of current and future needs, Stuart can allocate its limited resources efficiently and effectively. This approach minimizes wasteful spending and maximizes the impact of available funds, allowing for the implementation of essential services and infrastructure improvements without burdening taxpayers.

Stuart places residents and their quality of life at the forefront of decision-making processes. Through robust community engagement and consultation, the Commission can address the diverse needs and aspirations of the residents. It enables the City to identify and respond to key concerns, such as housing, public safety, healthcare, education, and environmental sustainability. By prioritizing the well-being of residents, the strategic plan fosters a sense of inclusivity and promotes equitable growth, leading to enhanced livability and overall satisfaction within the community.

The strategic plan is intended to empower the City of Stuart to achieve optimal outcomes while balancing fiscal responsibility and prioritizing the residents' needs and quality of life. By carefully managing resources, engaging the community, and aligning objectives with the long-term vision, the plan enables the City Commission and Stuart Staff to navigate complex challenges and make informed decisions. Ultimately, the plan should be treated as a road map to sustainable and equitable development, creating a thriving and prosperous community for all residents.

The Plan is intended as the primary action agenda toward achieving the vision implemented by the City Commission. Accordingly, future adopted plans, ordinances and resolutions by this Commission should be consistent with this Plan's goals, objectives, and priorities. These include, at minimum, the City's budget, the Comprehensive Plan, the CRA Plan, and the Capital Improvements Plan. This Plan may be adapted or amended from time to time to adjust to changing conditions or priorities.

6. References, Sources, and Credits

Table 1. Legend of City and other Agency Acronyms	
ADM	City Manager/ Administration, Communication, Procurement
BDB	Business Development Board of Martin County
CA	City Attorney
CC	City Commission
CL	City Clerk
CRA	Redevelopment
COM	Community Services (Events, Recreation, Legislative, Environmental)
CT	Martin County Clerk/ 19 th Judicial State Circuit Court
DEV	Development (Planning, Zoning, Building)

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FIN	Finance
HR	Human Resources/ Employee Retention, Recruitment
MC	Martin County Board of County Commissioners & Staff
MCE	Martin County Board of Education
PS	Public Safety- Police, Fire, Emergency
PW	Public Works, Parks
SFWMD	South Florida Water Management District
TCRPC	Treasure Coast Regional Planning Council
TS	Technology Services
UTL	Utilities, Engineering, Tram

Brightline train; March 10, 2023,

<https://www.tcpalm.com/story/opinion/editorials/2023/03/10/brightline-lets-hear-those-plans-for-treasure-coast-rail-station/69982190007/>

Integrated Design Charrettes. <https://www.wbdg.org/resources/planning-and-conducting-integrated-design-id-charrettes#Description>