



City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

AUGUST 28, 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

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

PROCLAMATIONS

PRESENTATIONS

1. US-1 AT SW PALM CITY ROAD MULTIMODAL INTERSECTION IMPROVEMENT FEASIBILITY STUDY

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

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

CONSENT CALENDAR

2. APPROVAL OF 08/14/2023 SCM - BUDGET WORKSHOP #2 AND 08/14/2023 CCM MINUTES (RC)
3. REVISED MODIFICATION TO CONSENT AGREEMENT NO. SFWMD 94-93-CO-WU WITH THE SFWMD (RC):

RESOLUTION No. 55-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RESCINDING RESOLUTION 22-2023 AND AUTHORIZING THE EXECUTION OF A REVISED CONSENT ORDER WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; AND PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

4. AUTHORIZATION TO SUBMIT GRANT APPLICATION TO FDLE, TO EXECUTE A GRANT AGREEMENT, AND MINOR AMENDMENTS IF REQUIRED (RC):

RESOLUTION No. 65-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE POLICE DEPARTMENT TO SUBMIT A FLORIDA DEPARTMENT OF LAW ENFORCEMENT OFFICE OF CRIMINAL JUSTICE GRANT APPLICATION FOR IDENTITY THEFT AND FRAUD PREVENTION; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

5. BA #15 FOR ENGINEERING SERVICES FOR LONG-TERM WATER SUPPLY OPTIONS (RC):

RESOLUTION No. 66-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET ADMENDMENT NO. 15 TO THE 2022-2023 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR PROFESSIONAL ENGINEERING SERVICES TO EVALUATE LONG TERM WATER SUPPLY OPTIONS; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

6. APPROVE AWARD OF ITB#2023-105, CITY OF STUART COURTESY DOCK REPAIR (RC):

RESOLUTION No. 67-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2023-105, CITY OF STUART COURTESY DOCK REPAIR WITH A TOTAL UNIT PRICE OF \$110,550.00 TO EDENS BENTON, INC. OF STUART, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

7. APPROVE AWARD OF ITB #2023-108: SE ILLINOIS AVENUE LIVING SHORELINE PROJECT (RC):

RESOLUTION No. 68-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2023-108, SE ILLINOIS AVENUE LIVINGSHORE LINE PROJECT TO THE LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$207,472.22 TO EDENS BENTON, INC., OF STUART, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

8. BUDGET AMENDMENT NO. 16 FOR MONTEREY ROAD WATER MAIN REPAIRS (RC):

RESOLUTION No. 77-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET ADMENDMENT NO. 16 TO THE 2022-2023 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR MONTEREY ROAD WATER MAIN REPAIRS AT THE INTERSECTION OF MONTEREY ROAD AND KANNER HIGHWAY; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

9. AUTHORIZATION TO AMEND RESOLUTION 116-2020 TO REQUEST ADDITIONAL FUNDS; TO EXECUTE A GRANT AGREEMENT; AND MAKE MINOR AMENDMENTS, IF REQUIRED (RC):

RESOLUTION No. 78-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO AMEND RESOLUTION 116-2020 TO REQUEST ADDITIONAL GRANT FUNDS THROUGH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR A CITY-WIDE RESILIENCY STUDY AND ADAPTATION PLAN; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

10. ADOPT A MOTION TO APPROVE A CITY ATTORNEY INTERVIEW SCHEDULE AND SELECT ATTORNEYS TO BE INTERVIEWED
11. RELOCATION OF CITY GARAGE SITE AND SANITATION REVENUE SUFFICIENCY STUDY (RC):

RESOLUTION No. 80-2023; A RESOLUTION OF THE CITY COMMISSION OF THE

CITY OF STUART, FLORIDA, RELATING TO THE RELOCATION OF THE CITY GARAGE SITE AND THE SANITATION REVENUE SUFFICIENCY STUDY, PREPARED AND SUBMITTED BY RAFTELIS DATED SEPTEMBER 14, 2022. PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

12. US-1/FEDERAL HIGHWAY STREET TREE MASTER PLAN/PROGRAM AND LAND DEVELOPMENT CODE AMENDMENTS (RC):

ORDINANCE No. 2520-2023; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING AND RESTATING THE CITY'S LAND DEVELOPMENT CODE; MORE SPECIFICALLY AMENDING SECTION 2.04.06 ENTITLED "SUPPLEMENTAL BUILDING SETBACKS ON CERTAIN STREETS" IN CHAPTER II AND SECTION 3.01.03 ENTITLED "URBAN STANDARDS AND REGULATIONS FOR DESIGNATED URBAN SUBDISTRICTS" IN CHAPTER III; AMENDING SECTION 11.01.03 ENTITLED "MINOR DEVELOPMENT PLAN APPLICATION" IN CHAPTER XI; AND CHAPTER XII DEFINITIONS OF THE CITY OF STUART LAND DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

13. AMENDING CHAPTER 22, FIRE PREVENTION, OF CODE OF ORDINANCES, ADDING A NEW SECTION (RC):

ORDINANCE No. 2522-2023; AN ORDINANCE OF THE CITY OF STUART AMENDING CHAPTER 22; FIRE PREVENTION; OF THE CODE OF ORDINANCES; ADDING A NEW SECTION 22-63; TO REQUIRE ELECTRONIC REPORTING OF ALL FIRE PROTECTION SYSTEM INSPECTION REPORTS; PROVIDING FOR A SEVERABILITY CLAUSE AND A CONFLICTS CLAUSE; 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: 8/28/2023

Prepared by: Michael Mortell

Title of Item:

US-1 AT SW PALM CITY ROAD MULTIMODAL INTERSECTION IMPROVEMENT FEASIBILITY STUDY

Summary Explanation/Background Information on Agenda Request:

The intersection of US 1/SR 5/Federal Highway and SW Palm City Road in Stuart, FL facilitates uncontrolled right turns from southbound US 1 onto southbound SW Palm City Road. SW Palm City Road is an attractive alternative parallel route to SR 76/Kanner Highway; however, lower traffic speeds and vehicular volumes are desirable because of its primarily residential land use. To help manage speeds and vehicular volumes along SW Palm City Road and improve safety and mobility for all modes at the subject intersection, the Martin MPO contracted with Corradino to complete US-1 at SW Palm City Road Multimodal Intersection Improvement Feasibility Study. The study was initiated in January 2023.

The scope of services includes the identification and evaluation of conceptual alternatives and gathering input from the public and relevant stakeholders to select a recommended alternative to improve safety and operations and deter traffic from using SW Palm City Road as a cut-through to Monterey Road.

Since the project's inception, the Project Team (Corradino and Martin MPO) has convened a Project Advisory Committee (PAC) and conducted two PAC meetings to review the existing conditions and potential concepts and to identify a preferred alternative to move forward through the final stages of the project scope. Additionally, an initial Public Workshop was held on March 8, 2023, to present the existing conditions, conceptual alternatives and gather feedback from the public. At the second Public Workshop held on August 23, 2023, six alternatives were presented to the public to gather feedback and identify a preferred alternative from the public's perspective.

As we move into the project scope's next stages, the Project Team will be making presentations to the various boards, commissions, and committees, such as the City of Stuart Commission. The goal of these presentations and meetings will be to present the existing condition, and alternative analysis and gather input to seek a preferred improvement alternative for the intersection of US-1 at SW Palm City Road.

Funding Source:

N/A

Recommended Action:

N/A

ATTACHMENTS:

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

Meeting Date: 8/28/2023

Prepared by: Nina Mullin

Title of Item:

APPROVAL OF 08/14/2023 SCM - BUDGET WORKSHOP #2 AND 08/14/2023 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Minutes.

ATTACHMENTS:

1. 08142023 CCM Minutes
2. 08142023 SCM - Budget Workshop #2 Minutes

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
AUGUST 14, 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

4:13 PM

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

INVOCATION

Pastor Jim Harp - Stuart Alliance Church gave the invocation.

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - POETRY BY CHRISTELLA BURNETTE

Christella Burnette read her poem "Bad Grammar".

PROCLAMATIONS

2. CONSTITUTION WEEK - SEPTEMBER 17 – 23, 2023

Portia Scott, Halapatioke Chapter of the Daughter of Revolution, received the Proclamation and expressed gratitude to the City for the Proclamation.

PRESENTATIONS

3. SERVICE AWARDS - AUGUST 2023

Darcee Pilarski	Development	5 Years	Present
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Paul Hitchcock Utilities & Engineering 20 Years Absent

4. LOSOM UPDATE

Ben Hogarth, Community Affairs Liaison, provided updates on the South Florida Water Management District (SFWMD) and lake levels. Lake Okeechobee is at 15.3 feet. Stated the Army Corp of Engineers have done what they can during the summer to help and if the lake goes over 16 feet there may need to be discharges.

COMMENTS BY CITY COMMISSIONERS

Commissioner Rich

- Commented on the appointments he recently had to make for the Local Planning Agency (LPA) and Community Redevelopment Board (CRB). Introduced his appointment Sean Forbes for LPA.
- Commented on the insurance crisis and stated he spoke to Representative Toby Overdorf and Senator Gayle Harrell. Stated there is a garage that is hurting to keep business open due to the business insurance tripling.

Commissioner Clarke

- Commended City Manager Michael Mortell and Finance Director Joly Boglioli for the work they have done on the budget. Asked the public to provide input on the budget.

Vice Manager Bruner

- Questioned how many people were watching via Zoom. (Misti Guertin responded there were none.)
- Stated that after traveling through St Lucie County, is grateful for the City she lives in.

Mayor McDonald

- Commented on the Florida League of Cities Annual Convention he attended and stated they spoke about insurance and provided statistics on claims. Spoke on home rule and how it will be under attack during the next legislative session.

COMMENTS BY CITY MANAGER

City Manager Mortell

- Spoke with an Alliance Insurance representative and stated that the City's insurance is also going up significantly.
- Commented that the City recently had a sink hole pipe repair at the intersection of Kanner and U.S. 1 due to broken pipe underground and stated that we are now headed in the right direction.
- Stated that a significant amount of rain occurred yesterday and assured the residents that the City is working on drainage issues but that the problem usually resolves itself after one hour or so. Commented that there are two projects on tonight's agenda and is

aware that there are more needed and the City is doing its best to manage these items.

APPROVAL OF AGENDA

4:43 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Campbell Rich

Motion approved unanimously.

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

1. Virginia Jones - Dixie Hwy; Spoke about the different businesses that are near her and how it is affecting her home. She provided the Deputy Clerk with a letter from a structural engineer and pictures and stated that when the asphalt company left, the existing businesses were left with no rules or regulations. Her home has damage and feels its from the "shaker" at a business near her home.

CONSENT CALENDAR

5. APPROVAL OF 07/24/2023 SCM-BUDGET WORKSHOP #1 AND 07/24/2023 CCM MINUTES (RC)

6. AWARD OF ITB# 2023-106, SE MANGO PLACE DRAINAGE IMPROVEMENTS PROJECT (RC):

RESOLUTION 59-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2023-106, SE MANGO PLACE DRAINAGE IMPROVEMENTS PROJECT TO THE LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$367,287.20 TO HEAVY CIVIL INC. OF POMPANO BEACH, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

7. AWARD OF ITB #2023-107, NW DIXIE HWY DITCH IMPROVEMENTS PROJECT (RC):

RESOLUTION No. 60-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2023-107, NW DIXIE HIGHWAY DITCH IMPROVEMENT PROJECT TO THE LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$896,248.93 TO PRP CONSTRUCTION OF INDIANTOWN, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

8. RATIFICATION OF LOCAL PLANNING AGENCY (LPA) APPOINTMENT (RC):

RESOLUTION No. 61-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RATIFYING THE ADVISORY BOARD APOINTMENT OF A LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD (LPA) MEMBER; FULLFILLING A VACANCY ON THE BOARD FOR THE REMAINING CURRENT TERM FROM PRESENT TO DECEMBER 31, 2023; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9. RATIFICATION OF COMMUNITY REDEVELOPMENT BOARD (CRB) APPOINTMENT (RC):

RESOLUTION No. 64-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RATIFYING THE ADVISORY BOARD APOINTMENT OF A COMMUNITY REDEVELOPMENT BOARD (CRB) MEMBER; FULL-FILLING A VACANCY ON THE BOARD FOR THE REMAINING CURRENT TERM FROM PRESENT TO DECEMBER 31, 2023; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

5:00 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Becky Bruner

Motion approved unanimously.

COMMISSION ACTION

10. APPOINTMENT OF COMMUNITY REDEVELOPMENT BOARD (CRB) "AT LARGE" MEMBER (RC):

RESOLUTION No. 62-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPOINTING AN AT-LARGE MEMBER TO THE COMMUNITY REDEVELOPMENT BOARD (CRB); FILLING A VACANCY ON THE BOARD FOR THE REMAINING CURRENT TERM UNTIL DECEMBER 31, 2023; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Manager Mortell presented the item and stated how they can vote to pick the At-Large member for the Community Redevelopment Board (CRB).

The final vote was for Mark Brechbill as the City's At-Large Board Member.

5:09 PM MOTION: Approve.

MOVED BY: Christopher Collins

SECONDED BY: Eula Clarke

Motion approved unanimously.

11. ROAD CLOSURE FOR THE 50TH ANNUAL STUART BOAT SHOW (RC):

RESOLUTION No. 58-2023; A RESOLUTION OF THE CITY COMMISSION OF

THE CITY OF STUART, FLORIDA, APPROVING A ROAD CLOSURE FOR THE 50TH ANNUAL STUART BOAT SHOW FROM 5:00 A.M. ON TUESDAY, JANUARY 9TH, 2024 THOUGH 5:00 P.M. ON MONDAY, JANUARY 15TH, 2024, ALONG NW DIXIE HIGHWAY (FORMERLY SR 707) FROM SW ALBANY AVENUE SOUTH OF THE OLD ROOSEVELT BRIDGE TO NW POINSETTIA STREET TO INCLUDE THE FEC RAILROAD CROSSING OF NW FERN STREET AND NW DIXIE HIGHWAY, NORTH OF THE ST. LUCIE RIVER DRAW BRIDGE, SUBJECT TO FLORIDA DEPARTMENT OF TRANSPORTATION APPROVAL; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Jim Chrulski, Director of Community Services, introduced Resolution No. 58-2023 a Road Closure for the 50th Anniversary of the Stuart Boat Show.

Tom Whittington thanked the City for their support the past 50 years and introduced those that were there with him.

Susan O'Rourke, O'Rourke Engineering and Planning, presented the plan the boat show has and stated they are seeking approval to have Fern Street closed from Tuesday to Monday starting at 6 AM.

A brief discussion took place regarding signage of road closing.

5:18 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

12. LEGISLATIVE PRIORITIES FOR THE 2024 FLORIDA LEGISLATIVE SESSION (RC):

RESOLUTION No. 56-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE ADOPTION OF LEGISLATIVE PRIORITIES FOR THE 2024 LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

The Commissioners ranked their top three (3) projects as septic to sewer, amphitheater at Memorial Park, and Guy Davis revitalization and reached consensus.

PUBLIC COMMENT:

1. Tom Campenni - St Lucie Crescent; Stated that Indian River Lagoon has approved grants from the Department of Environmental Protection that septic to sewer falls under and to keep that in mind.

5:37 PM MOTION: Approve.

MOVED BY: Christopher Collins

SECONDED BY: Becky Bruner

Motion approved unanimously.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

ADJOURNMENT

5:38 PM

Mary R. Kindel, City Clerk

Troy McDonald, Mayor

Minutes to be approved at the Regular Commission
Meeting this 28th day of August, 2023.

MINUTES

**SPECIAL MEETING – BUDGET WORKSHOP #2
OF THE STUART CITY COMMISSION
AUGUST 14, 2023
AT 3:30 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

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

ROLL CALL

3:31 PM

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

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. FISCAL YEAR 2024 BUDGET - WORKSHOP #2

Louis Boglioli, Finance Director, presented the Fiscal Year 2024 manager recommended Operating Budget and changes from the first presentation to today. Presented the manager's balanced budget, all fund revenues, all fund appropriations, general fund revenues, tax detail, general fund revenue changes, general fund appropriations, general fund by function, department changes, manager "puts and takes", capital requests, and reviewed the 5.2500 proposed millage.

Commissioner Collins asked what the Cost Of Living (COLA) impact would be if it was pulled and requested clarification on what was pulled from the City's reserves. Feels all employees should receive the same COLA.

Michael Mortell, City Manager, clarified "reserves".

Mr. Boglioli further clarified how the budget information.

Commissioner Clarke asked what the percentage is for non-public safety vs public safety employees and questioned the millage.

Vice Mayor Bruner stated she would like to keep the millage rate at 5.

Commissioner Clarke stated she would like to ensure the MLK Corridor and the plans for 10th Street continue.

Commissioner Collins stated he believes spending less is key and believes that City Manager Mortell will be successful.

COMMENTS BY CITY COMMISSIONERS

None.

COMMENTS BY CITY MANAGER

None.

APPROVAL OF AGENDA

4:08 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

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

None.

DISCUSSION AND DELIBERATION

ADJOURNMENT

4:08 PM

Mary R. Kindel, City Clerk

Troy McDonald, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 28th day of August, 2023.**

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

Meeting Date: 8/28/2023

Prepared by: Peter Kunen

Title of Item:

REVISED MODIFICATION TO CONSENT AGREEMENT NO. SFWMD 94-93-CO-WU WITH THE SFWMD (RC):

RESOLUTION No. 55-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RESCINDING RESOLUTION 22-2023 AND AUTHORIZING THE EXECUTION OF A REVISED CONSENT ORDER WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; AND PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Stuart City Commission adopted R22-2023 on March 27, 2023, authorizing the Mayor and City Clerk to execute the modification to Consent Agreement No. SFWMD 94-93-CO-WU with South Florida Water Management District (SFWMD).

After reviewing the document provided to the City by District staff, the SFWMD Legal Department requested additional edits/clarifications. Prior to preparing the Agenda Item, City staff reviewed the revised modification to Consent Agreement No. SFWMD 94-93-CO-WU (attached with red strikethroughs and blue additions) and met with the representatives of the District's Legal Department and found the edits/clarifications are acceptable and consistent with the original modification to the Consent Agreement.

Funding Source:

N/A

Recommended Action:

Adopt Resolution No. 55-2023

ATTACHMENTS:

1. R55-2023 Amended Consent Order (see R22-2023) SFWMD
2. Consent Order - Tracked Changes



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

RESOLUTION NUMBER 55-2023

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA RESCINDING
RESOLUTION 22-2023 AND AUTHORIZING THE
EXECUTION OF A REVISED CONSENT ORDER WITH
THE SOUTH FLORIDA WATER MANAGEMENT
DISTRICT; AND PROVIDING AN EFFECTIVE DATE;
AND FOR OTHER PURPOSES.**

*** * * * ***

WHEREAS, the City Commission authorized the execution of a modification to Consent Order No. SFWMD 94-93-CO-WU with the South Florida Water Management District on March 27, 2023. and

WHEREAS, after further review the legal department of the South Florida Water Management District had subsident changes to the language in the proposed modification to the Consent Order; and

WHEREAS, City staff has reviewed the revised language in the modification to the Consent Order and has no objection to the suggested edits.

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

SECTION 1: The Mayor and City Clerk are hereby authorized to execute the revised modification to Consent Order No. SFWMD 94-93-CO-WU with the South Florida Water Management District

SECTION 2: This resolution shall take effect upon adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 28th day of August, 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

PAUL J. NICOLETTI
INTERIM CITY ATTORNEY

**BEFORE THE GOVERNING BOARD OF THE
SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

ORDER NO. SFWMD

-CO-WU

In re:

CITY OF STUART,

Respondent.

SECOND MODIFICATION OF CONSENT AGREEMENT NO. SFWMD 94-93-CO-WU

Pursuant to Chapter 373, Florida Statutes, and the rules promulgated thereunder, this Modification of Consent Agreement NO. SFWMD 94-93-CO-WU is entered into between the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT** ("District" or "SFWMD") and **CITY OF STUART** ("City") by mutual consent, without trial or adjudication of any issue of fact or law.

FINDINGS OF FACT

The District and City stipulate to the following Findings of Fact.

1. The District is a government entity of the State of Florida existing by virtue of Chapter 25270, Laws of Florida, 1949, and operating pursuant to Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code, as a multi-purpose water management district with its principal office in West Palm Beach, Florida.

2. The City is a municipality of the State of Florida, with its principal office located at 121 S.W. Flagler ~~Street~~Avenue, Stuart, Martin County, Florida.

3. On October 17, 1994, the parties entered into Consent Agreement No. ~~SFWMD~~ 94-93-CO-WU ("CA 94-93-CO-WU"), which was incorporated by reference

into the City's Water Use Permit No. 43-00053-W ("Permit") issued by the District on May 10, 2001. A true and correct copy of the original Consent Agreement No. 94-93-WU-CO is attached hereto as **Exhibit "A"**.

4. ~~Consent Agreement~~ CA 94-93-WU-CO required the City to implement a wellfield operation plan approved by the Florida Department of Environmental Protection ("FDEP"),¹ mitigation plan, and monitoring requirements to remediate ~~pollution~~ remove volatile organic compound ("VOC") contaminants ~~of~~ in the Surficial Aquifer located in close proximity to the City's wellfield. In order to remove VOC contaminants, the City implemented a Feasibility Study/Conceptual Remedial Action Plan ("FS/RAP") which was approved by FDEP. For a detailed description of the events necessitating the execution of Consent Agreement No. 94-93-WU-CO, please refer to Exhibit "A".

5. Pursuant to CA 94-93-WU-CO and the issuance of the City's Permit, ~~The~~ City ~~is~~ was authorized ~~by Consent Agreement No. 94-93-WU-CO~~ to withdraw water at specified rates from Well Nos. 1 through 15 until such time as the District receives written confirmation from FDEP of completion of the ~~Feasibility Study/Remediation Action Plan~~ ("FS/RAP"). A map depicting the locations of Wells Nos. 1 through 15 is attached hereto as Exhibit "B".

6. Prior to the expiration of CA 94-93-WU-CO, ~~Consent Agreement No. 94-93-WU-CO~~ the Agreement could be modified or extended by the District. In 2009 the District and the City modified CA 94-93-WU-CO ~~or ("2009 Modification").~~ ~~or the District would consider taking action on any then pending water use permit application by the~~

¹ FDEP is the state agency with jurisdiction to require remediation of ground water contaminant sites pursuant to Chapter 403, Florida Statutes.

~~City based on the District's permitting criteria in effect at that time. Additionally, nothing in Consent Agreement No. 94-93-WU-CO would bind the Governing Board from approving such application. A true and correct copy of the 2009 Modification is attached hereto as Exhibit "C".~~

7. ~~To date,~~ The District has not received written notification from FDEP that the City's FS/RAP has been successfully completed.

8. On or about June 12, 2020, the City submitted a water use permit application (Application No. 200612-14) to renew and modify its Permit. The City is presently seeking authorization to modify the wellfield operation plan for Well Nos. 1 through 159 and Well Nos. 11 through 15, which was set forth in Consent Agreement No. CA 94-93-WU-CO and incorporated by reference into its Permit. A map depicting the location of Well Nos. 1 through 15 is attached hereto as Exhibit "B". The City is now requesting Well No. 10 be abandoned. TCT has no objection and Aa revised map depicting the location of Well Nos. 1 through 9 and 11 through 15 is attached hereto as Exhibit "B". The City is requesting the same allocation a slight decrease the same in allocation from the surficial aquifer system than was previously approved. The modification also requests an allocation from the deeper, brackish, Floridan Aquifer System.

9. ~~The City has informed the District that the revised wellfield operation plan it proposed for Well Nos. 1 through 15 was approved by FDEP and is consistent with the FS/RAP.~~

9. ~~The modification~~ T-the City is in continues to uation of its implementation of the remediation activities in the FS/RAP in order to remove

the VOC contaminants in Surficial Aquifer through operation of its Public Water Supply Wells Nos. 1 through 9 and 11 through 15 and the City's VOC Treatment System.

8.10. The City periodically seeks to update its public water supply and treatment systems and, as a result, modifies its FS/RAP upon approval from FDEP.~~10. The City seeks authorization from the District to modify the wellfield operation plan in continuation of its implementation of the remediation in the FS/RAP to remove volatile organic compound ("VOC") contaminants in the Surficial aquifer through operation of its Public Water Supply Well Nos. 1 through 15 and the City's VOC Treatment System. FDEP entered into a Consent Order with Turbocombustor Technologies ("TCT") to remediate the contaminant plume and approved TCT's FS/RAP which involved offsite remediation through operation of the City's Public Water Supply Wells Nos. 1 through 15 and the City's VOC Treatment System.~~

11. The FDEP approved the most recent remedial action plan The City has informed the District that the revised wellfield operation plan it proposes for Well Nos. 1 through 9 and 11 through 15 was approved by FDEP and is consistent with the FS/RAP. A true and correct copy of the FDEP approval is attached hereto as Exhibit "D".

~~11. The City received District authorization to use water in conjunction with the FS/RAP operations through the execution of Consent Agreement No. 94-93-CO-WU and the issuance of its May 10, 2001 Permit. The City also executed an Agreement with TCT, dated May 27, 1992, in order to implement the FS/RAP. The District accepted that Agreement insofar as it was found to be consistent with the requirements of Consent~~

ULTIMATE FINDINGS OF FACT AND CONCLUSIONS OF LAW

~~12~~11. The District has regulatory authority over consumptive uses of water in the District pursuant to Part II of Chapter 373, Fla. Stat.

~~13~~12. Rule 40E-2.301(1)(d), F.A.C., requires an applicant for a consumptive use permit to provide reasonable assurances that the proposed water use will not cause pollution of the aquifer. It is the position of the District that the requested water withdrawals to implement the FS/RAP will cause movement of contaminants into a previously uncontaminated portion of the Surficial ~~a~~Aquifer. Therefore, pursuant to the above-cited District rules, a water use permit may not be issued by the District to institute this remediation. The City contends that area-wide VOC contamination from known and unknown sources has existed within said Surficial ~~a~~Aquifer since as early as 1986 and a water use permit may be issued to implement the FS/RAP.

~~14~~13. In addition to its permitting authority, Section 373.171(1), Fla. Stat., authorizes the ~~water management districts~~ District to issue orders affecting the use of water, as conditions warrant to "obtain the most beneficial use of the water resources of the state and to protect the public, health, safety, and welfare and the interests of the water user affected~~ed~~". The District's Governing Board~~District~~ is generally authorized to issue orders pursuant to Section 373.083, Fla. Stat., and has delegated that authority to its Executive Director or the designee.

14. The District finds that approval of the water withdrawals is necessary for the City to implement its~~the~~ FDEP-approved FS/RAP to remove VOC contaminants

from the Surficial Aquifer and allows the City to operate its wellfield ~~in order~~ to meet its public water supply needs.

~~15.15. Chapter 373, Fla. Stat., gives deference to water management district governing boards in defining how to maximize reasonable beneficial uses of the State's water resources, including the balance of various missions to address harm to the water resources while developing water resources for consumptive uses, *Village of Tequesta v. Jupiter Inlet Corp.*, So. 2d 663 (Fla. 1979); *Harloff v. City of Sarasota and SWFWMD*, 575 So. 2d 1334 (Fla. 2d DCA 1991; *Osceola County v. St. Johns River Water Management District*, 486 So. 616 (Fla. 5th DCA 1986, *aff'd*, 504 So. 2d 385 (Fla. 1987).~~

15. Considering the above findings of fact and in accordance with section 373.171, Fla. Stat., it is necessary and appropriate to modify the Permit when the City updates its public water supply and treatment systems in accordance with its FDEP-approved FS/RAP wellfield operational plan and allocation set forth in Consent Agreement No. SFWMD 94-93-CO-WU.

~~16.16. The District is authorized to issue orders pursuant to Section 373.083, Fla. Stat. As a result, execution of this order modifying the Consent Agreement is necessary and appropriate pursuant to Section 373.171, Fla. Stat.~~

~~17. The Governing Board finds that approval of the water withdraws is necessary to implement the FS/RAP for removal of VOC contaminants from the aquifer and to allow the City to operate its wellfield in order to meet its public water supply demands. As a result, execution of this order modifying the Consent Agreement is authorized pursuant to Section 373.171, Fla. Stat.~~

~~18. Considering the above findings of fact, it is necessary and appropriate to modify the wellfield operational plan and allocation set forth in Consent Agreement No. SFWMD 94-93-CO-WU.~~

ORDER

17. Based upon the above Findings of Fact, Ultimate Facts and Conclusions of Law, the Governing Board orders that:

~~19.~~ 18. The City shall continue to implement and enforce all actions required under the original ~~Consent Agreement No. SFWMD 94-93-WU-CO,~~ and the 2009 Modification, and all miscellaneous provisions incorporated in said original Consent Agreement shall remain in effect, except as provided in the 2009 Modification to the Consent Agreement and to the modifications provided herein. Modifications in this Order shall supersede any conflicting modifications provided in the 2009 Modification.

~~20.~~ 19. The wellfield operation plan as set forth in Paragraph 2 of the Order Section of Consent Agreement No. SFWMD 94-93-WU-CO is hereby modified to reflect the following:

19a. The City's p~~Public~~ w~~Water~~ s~~Supply~~ w~~Wells~~ ~~Nos. 1 through 15-9 and 11 through 15~~ shall be operated according to the FDEP-approved FS/RAP approved operating plan contained in the City's Consumptive Use Permit ("CUP"), and any prospective approvals of modifications thereto, located at www.sfwmd.gov/ePermitting under Permit No. 43-00053-W.

~~21.~~ 20. The allocations set forth in Paragraph 3 of the Order Section of Consent Agreement No. 94-93-WU-CO are hereby modified to reflect the following: The MAXIMUM ANNUAL SURFICIAL AQUIFER ALLOCATION shall not exceed the amounts

authorized in the Permit ~~1,341,253 MG (3.6743 MGD)~~. The MAXIMUM MONTHLY SURFICIAL AQUIFER ALLOCATION shall not exceed the amounts authorized in the Permit ~~13017.650 MG~~.

~~22.~~ 21. Persons who are not parties to this Order, but whose substantial interests may be affected by ~~it~~the Order, may have a right to petition this Order. A notice of rights is attached and incorporated as **Exhibit “~~CEC~~”**.

~~23.~~ 22. This is a final order from the District, pursuant to Section 120.52(7), F.S., and is final and effective on the date filed with the Clerk of the District unless a petition for administrative hearing is filed in accordance with Chapter 120, F.S., or any other applicable state law. Upon the timely filing of a petition, this order modifying Consent Agreement No. 94-93-CO-WU will not be effective until further order from the District.

DONE AND SO ORDERED in West Palm Beach, Palm Beach County, Florida, on
this _____ day of _____ 2023.

**SOUTH FLORIDA WATER
MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

By: _____
Executive Director or designee

Attested:

Legal Form Approved:

By: _____
Assistant Secretary
Lomonico, Managing Attorney Esq.

By: _____
~~Savannah W. Middlebush~~ Julia

Dated: _____, 2023

RESPONDENT: CITY OF STUART

By: _____
Print Name: _____
Print Title: _____

DRAFT

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

Meeting Date: 8/28/2023

Prepared by: Jacqui May

Title of Item:

AUTHORIZATION TO SUBMIT GRANT APPLICATION TO FDLE, TO EXECUTE A GRANT AGREEMENT, AND MINOR AMENDMENTS IF REQUIRED (RC):

RESOLUTION No. 65-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE POLICE DEPARTMENT TO SUBMIT A FLORIDA DEPARTMENT OF LAW ENFORCEMENT OFFICE OF CRIMINAL JUSTICE GRANT APPLICATION FOR IDENTITY THEFT AND FRAUD PREVENTION; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Resolution No. 65-2023. Authorization for the Police Department to submit a Florida Department of Law Enforcement Office of Criminal Justice Grant application for Identity Theft and Fraud Prevention; and authorizing execution of a grant agreement if awarded, and authorizing any minor amendments to the grant agreement to facilitate the program as appropriate. There is no matching fund requirement for this grant which will aid in crime prevention.

Funding Source:

Florida Department of Law Enforcement Office of Criminal Justice Grants

Recommended Action:

Authorize the application submittal, execution of grant if awarded, and any future minor amendments to said agreement.

ATTACHMENTS:

1. PD ID Theft & Fraud Prevention Internal Grant Decision Worksheet 8.15.23
2. R65-2023 Authorizing FDLE Grant Application and Agreement

Internal Grant Application Decision Worksheet

Date: 8/3/2023

Assessment Prepared by: J. May

Funding Agency: FDLE Office of Criminal Justice Grants

Grant Name: Identity Theft and Fraud Prevention Grant

Eligibility Requirements: Municipal PD

Purpose of Grant: Support PDs without dedicated ID Theft/Fraud Divisions

\$10K flat rate - No Match - Funds issued via reimbursement

Criteria:

Combat ID theft and fraud; Solve crimes for vulnerable populations; Provides OT for detectives

Grant Application Decision Framework

Viability Scoring - 0 = lowest - 3 = highest

Criteria	Score	Notes
Will they fund a non 501 C3	3	N/A
Are we in correct geographic area	3	Yes
Do we address funder's interests	3	Yes
Do our needs align with their purpose	3	Yes
Do we serve their target population/goals	3	Yes
Do they offer support we can actually use	3	Yes
Staffing/Credibility		
Do we have any connection/credibility	3	Yes
Do we have the subject expert expertise	3	
Do we have staff available to execute	3	Yes. Current detectives will be compensated via OT
Timing		
Does award date align with project timeline	3	Yes
Can we meet the application deadline	3	Yes
Can we meet reporting requirements	3	Yes
Can we develop project plan and budget in time	3	Yes
Are reporting/eval requirements reasonable	3	Yes
Associated Costs		
Do they require a match	3	No
Will we have to hire consultants to prepare or execute	3	No
Will additional staff costs be incurred to execute	3	No. Detectives will be compensated by grant
Score	51	

Viability Scoring Results:

0-15 = Low Viability - Consider not applying

16-35 Medium Viability - Eligibility Low/Requirements might exceed award

36-51 High Viability - Get going on the application!

Internal Notes:

Chief Tuminelli & team have reviewed & determine grant is beneficial.

PD is providing necessary data and budget info to make application.

Simple application; Reporting and payment request steps are reasonable for reimbursement.



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

RESOLUTION NUMBER 65-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE POLICE DEPARTMENT TO SUBMIT A FLORIDA DEPARTMENT OF LAW ENFORCEMENT OFFICE OF CRIMINAL JUSTICE GRANT APPLICATION FOR IDENTITY THEFT AND FRAUD PREVENTION; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS the Florida Department of Law Enforcement Office of Criminal Justice Grants provides grant funds to Recipients for the purposes provided for herein which will benefit the City of Stuart Police Department in the investigation of personal identification information theft and fraud; and

WHEREAS the proposed Scope of Work will align with the mission of the FDLE Office of Criminal Justice Grants; and

WHEREAS the City of Stuart will not be required to provide matching funds for this reimbursement grant and the attached internal grant consideration worksheet demonstrates this is a viable grant; and

WHEREAS the City continues to implement strategies to improve the safety of all residents, through advances in crime prevention and best practices in criminal investigations.

Authorization to Submit a Grant Application to FDLE for Identity Theft and Fraud Prevention; to Execute a Grant Agreement, and Make Minor Amendments, if Required.

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

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

SECTION 2: The City Manager is authorized to submit a grant application for the Stuart Police Department to the Florida Department of Law Enforcement Office of Criminal Justice Grants Identity Theft and Fraud Program; and to execute an agreement, if the grant is awarded; and to make minor amendments to any such agreement; subject to review and approval by the City Attorney.

SECTION 3: This resolution shall take effect immediately upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption.

The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

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

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

Meeting Date: 8/28/2023

Prepared by: Peter Kunen

Title of Item:

BA #15 FOR ENGINEERING SERVICES FOR LONG-TERM WATER SUPPLY OPTIONS (RC):

RESOLUTION No. 66-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET ADMENDMENT NO. 15 TO THE 2022-2023 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR PROFESSIONAL ENGINEERING SERVICES TO EVALUATE LONG TERM WATER SUPPLY OPTIONS; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This Budget Amendment No. 15 will fund an updated evaluation of long-term water supply options to incorporate the estimated cost to remain in the Surficial Aquifer versus the cost to expand the current Floridan Aquifer Reverse Osmosis Treatment System to meet the City's long-term water supply needs.

Funding Source:

Undesignated, Unreserved Water Sewer Fund Balance \$105,691.00

Recommended Action:

Adopt Resolution No. 66-2023

ATTACHMENTS:

1. R66-2023 BA #15 Engineering Services Water Supply



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

RESOLUTION NUMBER 66-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET ADMENDMENT NO. 15 TO THE 2022-2023 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR PROFESSIONAL ENGINEERING SERVICES TO EVALUATE LONG TERM WATER SUPPLY OPTIONS; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart (“City”) adopts a balanced budget annual for Revenues and Appropriations as part of the Fiscal Year Operating Budget which is intended to provide for the general operations of the City and the various funds, anticipating regular operating costs and expected capital acquisitions, the City monitors and reviews the progress of the operating budget throughout the fiscal year; and

WHEREAS, the City from time to time identifies unexpected or unintended expenditures as well as, additional revenues and possible shortfalls, and therefore, must amend the Fiscal Year Operating Budget to accommodate these variations.

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

SECTION 1: The 2022-2023 Fiscal Year Operating Budget for the General Fund is hereby further amended, as follows:

From: Undesignated, Unreserved, Water Sewer Fund Balance
\$105,691.00
To: Water Treatment Professional Engineering Services
\$105,691.00.

SECTION 2: This resolution shall take effect on adoption.

Resolution No. 66-2023
BA #15 Engineering Services Long Term Water Supply

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
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 28th day of August 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

PAUL J. NICOLETTI
INTERIM CITY ATTORNEY

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

Meeting Date: 8/28/2023

Prepared by: Alaina Knofla

Title of Item:

APPROVE AWARD OF ITB#2023-105, CITY OF STUART COURTESY DOCK REPAIR (RC):

RESOLUTION No. 67-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2023-105, CITY OF STUART COURTESY DOCK REPAIR WITH A TOTAL UNIT PRICE OF \$110,550.00 TO EDENS BENTON, INC. OF STUART, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This solicitation was advertised in the Palm Beach Post on April 21, 2023 and release simultaneously on OpenGov Procurement, who notified two hundred ninety three (293) potential bidders, there were eighteen (18) plan holders, and issued three (3) bid packages for this project. One (1) bid was received by the bid opening date and time of 2:30 pm. May 17, 2023.

The Utilities and Engineering Department recommends award to the lowest responsive, responsible bidder, for the total of \$110,550.00.

Funding Source:

2230/5356

Recommended Action:

Adopt Resolution No. 67-2023

ATTACHMENTS:

1. R67-2023 Award ITB 2023-105, Courtesy Dock
2. ITB# 2023-105 Courtesy Dock Contract



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

RESOLUTION NUMBER 67-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2023-105, CITY OF STUART COURTESY DOCK REPAIR WITH A TOTAL UNIT PRICE OF \$110,550.00 TO EDENS BENTON, INC. OF STUART, FLORIDA WITH A PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City entered into the competitive Invitation to Bid process in order to solicit a licensed General Contractor to construct City of Stuart Courtesy Dock Repair; and now seeks to award the bid to the lowest responsible bidder.

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

SECTION 1: The City Commission of the City of Stuart hereby approves the award of ITB #2023-105: City of Stuart Courtesy Dock Repair to Eden Benton, Inc. with authorization to execute final contract subsequent to review and approval by the City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 67-2023

Approve Award of ITB #2023-105: City of Stuart Courtesy Dock Repair

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
EULA R. CLARKE, COMMISSIONER
CRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 14th day of August 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

PAUL J. NICOLETTI, ESQ.
INTERIM CITY ATTORNEY



"UNIT PRICE CONTRACT"

CONTRACTOR: Edens Benton, Inc.
2850 SE Market Place, Suite 2
Stuart, Florida 34997

PROJECT: ITB 2023-105: City of Stuart Courtesy Dock Repair

CONTRACT FOR SERVICES

THIS UNIT PRICE CONTRACT, hereinafter "Contract," made and entered into **28th day of August 2023** by and between **Eden Benton, Inc.** hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions, and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of City of Stuart Courtesy Dock Repair Improvement Project by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide these Services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to conduct City of Stuart Courtesy Dock Repair as provided on the approved schedule.

Section 1. Scope of Service

Contractor shall work with City staff in advising the City regarding the Services as rendered. The services will be those customarily attendant as provided in the detailed scope of services to be performed and schedule of fees for those services and as described in the solicitation, specification, bid plans (Contractor's response to ITB #2023-105).

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 Time of Performance

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

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

CITY will compensate Contractor for these Services in accordance with Contractor's pricing schedule formalized in "Price Proposal Form" to this Contract **not to exceed \$110,550.00.**

2.2 Invoices

Contractor shall submit periodic invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and itemized, and shall include, but shall not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

2.3 Payment

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

Section 3. Guarantee and Warranty

The Contractor guarantees to repair, replace, or otherwise make good to the satisfaction of the City any defects in workmanship or material appearing in the work within 12 months after the day the work is accepted by the Project Manager of the City. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the City shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both. If the manufacture of materials provides a warranty or guarantee which is longer than twelve (12) months, the Contractor agrees to fully assist the City in making a claim for such warranty or guarantee. If the City deems it inexpedient to require the Contractor to correct deficient installation or repairs, an equitable deduction from the contract price shall be made therefore in the alternative the City may seek mediation or sue for damages, or both.

Section 4. Audit

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

whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

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

5.2 Responsibility for Work

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

The Contractor shall assign a supervisory employee of the Contractor (the Contractor's "Project Manager") and identify to the City all assigned personnel working on the Contract. The Contractor's Project Manager is responsible to keep the City informed of the Contractor's activities and to have in place an electronic communication method (cellphone, radio, etc.) available at all times which can be used by the City's Engineer of Record, the City's Designated Representative, or the City's Project Manager to contact the Contractor's Project Manager. The Project Manager shall be responsible for overseeing all work performed by the Contractor, unless and until a replacement Project Manager is made by the Contractor and the City is informed of same by the Contractor in writing. If at any time the Project Manager is replaced during the term of this contract, the Contractor must provide complete updated contact information and detailed information as requested, which may include a completed IRS Form I-9, and which must be approved by the City. Any change in Contractor's assigned personnel must also be provided in writing by the Contractor, and the City may reject any assigned personnel, for just cause given to the Contractor.

The Contractor is responsible to submit a proposed schedule to the City consisting of planned work to be accomplished. The City's Engineer of Record; or designee, shall have approval authority over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the City's Project Manager, or designee. The City reserves the right to change the schedule, with adequate notification, so the best benefit of the work can be achieved by the City, and to ensure reimbursement or replacement for loss or damage to property caused by negligence of the Contractor or any subcontractors.

5.3 Equipment

All equipment to be utilized by the Contractor to perform the Project, as detailed herein must be approved by the City's Engineer of Record or designee. The Contractor specifically agrees to remove and replace any equipment judged by the City to be inadequate, dangerous, or poorly operating, or excessively noisy or dirty, or in any other material way disturbing to the public health, safety, or welfare.

5.4 Contractor's Records

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

5.5 Business Operations

A. Hours of Operation: Unless otherwise directed by the City's Project Manager, the Contractor shall abide by the following schedule, and that all services required are provided between the hours of 7:00 AM and 5:00 PM local time: All work performed outside of these hours of operation must be approved in advanced by the City's Project Manager or designee.

B. Weather Conditions: Upon approval by or at the direction of the City's Project Manager or designee, the Contractor shall cease operations of services during inclement weather conditions, or other environmental conditions which may adversely affect the Work or the health, safety, and welfare of the individual's working on the Project.

C. Observed Holidays: The City observes New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day & Day After, Christmas Eve & Day. No work shall be permitted on-site on those days without the express written consent of the City's Project Manager.

5.6 Public Safety and Convenience

In the Contractor's use of streets and public or private parking lots for the work to be done under these specifications, shall conform to all city, county, state and federal laws and regulations as applicable. The Contractor shall at all times conduct the Work to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of Work, and to cause the least amount of inconvenience to the general public and the residents in the vicinity of the Work. The Contractor shall ensure the protection of persons and property, in a manner satisfactory to the City's Project Manager or designee. There shall be no obstruction of the public travel lanes between the hours of 7:00-9:00 am and 4:00-6:00 pm without approval of the City's Project Manager.

5.7 Protection of Property

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a satisfactory, workmanlike manner. The Contractor shall at all times guard against damage or loss to the property of the City, including but not limited to safeguard sidewalks, curbing, road surfaces and motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the Contractor, which shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor. The City may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the Contractor.

Section 6. Termination

6.1 Termination for Convenience

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

6.2 Termination for Cause

The City may terminate this Contract for cause, as provided in this section, upon seven (7) days written notice whenever the City shall determine that the Contractor has failed to meet the performance requirement(s) of the Contract. If the Contractor is adjudged bankrupt or makes a general assignment for the benefit of his

creditors, or if a receiver is appointed by a court of competent jurisdiction on account of Contractor's insolvency, or if Contractor fails to provide properly skilled personnel, or the proper Work or service in the sole discretion of the City, then the City can, terminate this Contract, without prejudice to any other right or remedy.

Section 7. CITY's Obligations

7.1 Project Manager

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is the Engineer of Record or his designee, who is so designated to the Contractor.

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

LANDON McDUFFIE
Contact Name

772-284-4313
Contact Number

LMCDUFFIE@EDENBENTON.COM
Email Address

7.2 Extra work by Change Order

If Extra work is found necessary or desirable by the City arising out of or causing the modification of the specification or plans, an order for extra work shall be made and valid only by an executed Change Order. All work so ordered must be performed by the Contractor. The amount of compensation to be paid to the Contractor for any work so ordered shall be determined as follows:

- A. By such applicable unit prices, if any, as are set forth in the Contract; or
- B. If no such unit prices are set forth, then by a lump sum or other unit price mutually agreed upon by the City and the Contractor; or
- C. If no such unit prices are set forth in the Contract, and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed, and the cost shall be determined as follows:
 - 1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon, to which shall be added an amount equal to 15 per cent of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.
 - 2) For all materials used, the Contractor shall receive the actual cost of such materials delivered at

the site and previously approved delivery point as established by original receipted bills. No percentage or extra charge shall be added to this cost.

3) For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economic performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage or extra charge shall be added to this sum.

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

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

Claim for payment for extra work shall be submitted by the Contractor upon a verified statement supported by receipted bills. Such statements shall be submitted for the current contract payment for the month in which the extra work was done. No claim for extra work shall be allowed unless the same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

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

8.2 Assignment of Interest in Contract

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

8.3 Other Entity Use

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

8.4 Inspection

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

8.5 Rights and Benefits

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

8.6 Liquidated Damages

The Contractor agrees pay to the City, as damages for non-completion of the work within the time stipulated for its completion, one hundred dollars (\$100.00) for each and every day for the first thirty (30) days and five hundred dollars (\$500.00) for each and every day thereafter, which exceeds the stipulated time for its completion. This amount is fixed and determined by the parties hereto as liquidated damages that the City will suffer by reason of such default, and not by way of penalty.

The City is hereby authorized to deduct any and all liquidated damages from the moneys which may be due or become due said Contractor for the work under this Contract, or as much thereof as the City may, at its own option, deem just and reasonable.

8.7 Miscellaneous

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

Section 9. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold the City, its officials, employees and agents harmless from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent they may be caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor. Contractor shall separately obtain, maintain, and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 10. Insurance.

10.1. Requirements

Contractor shall procure and maintain insurance, in the amounts required in Section 1.6 of the Invitation to Bid. The City by and through its Risk Manager or City Attorney, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Financial Strength Rating (FSR) of at least A or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review a copy of Contractor's most recent annual report, or audited financial statement, or corporate tax return. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements.

10.2 Certificate of Insurance

The Contractor shall cause a Certificate of Insurance to be issued to the City, naming the "City of Stuart, Florida, its officials, employees and agents" as Named Insureds for all insurances pertaining. Such insurance must contain a provision for notification of the City 30 days in advance of any material change or cancellation. Certificates of all insurance required from the Contractor shall be attached to this Contract, made a part thereof, and shall be subject to the City's approval for adequacy.

10.3 Professional Standards

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

10.4 Non-Appropriation

This Contract shall be deemed effective, and continuing, only to the extent of the annual appropriations available and made by the City Commission.

Section 11. General Conditions

11.1 Venue in Martin County

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

11.2 Laws of Florida

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

11.3 Attorney's Fees and Costs

In the event the event of a breach or default in the performance of any of the terms, covenants and conditions of this Contract, requiring a legal action to enforce the terms of the Contract, including without limitation, damages, specific performance, injunction, or any other legal action, the prevailing party shall be entitled to all reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

11.4 Mediation as Condition Precedent to Litigation

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

11.5 Contract Amendment

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

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral

agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

11.6 Contractual Authority

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

11.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under Section 768.20, Florida Statutes, as amended from time to time.

Section 12. Public Records

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

Note: In compliance with Section 119.12, Florida Statutes, if the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at mkindel@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL 34994.

Furthermore, in compliance with F.S. 119.0701 the Contractor shall:

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

provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I. A notice complies with subparagraph 2 above if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 13. **Reserved**

Section 14. **Scrutinized Companies List**

Pursuant to Sections 287.135, 215.4725, and 215.473, Florida Statutes prohibiting agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria; Contractor hereby certifies that it does not contract for such goods or services in any amount whatsoever, at the time of submitting to this ITB; and agrees that it shall not contract for such goods or services through the term of this Contract, including any renewals or extensions.

By signature on this Contract, Contractor certifies and attests, under penalty of perjury, that firm is not on any list, engaged in any business operations, or participating in any activities as specified in this section. If firm

is found to be in violation of this Section, the Contract shall be terminated; and submission of such a false certification may subject Contractor to civil penalties, attorney's fees, and costs.

Section 15. Exhibits

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

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

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

Exhibit C - "Performance and Payment Bond"

Exhibit D- "Certificate of Insurance"

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page

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

CITY OF STUART, FLORIDA

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MORTELL
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

PAUL J. NICOLETTI
INTERIM CITY ATTORNEY

CONTRACTOR



(Signature)

JOSHUA M. CRAWFORD

Printed Name

CEO

Title

Exhibit A

Proposal as Submitted by Respondent and Accepted by City

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization / Permits / General Conditions	1	LS	\$8,500.00	\$8,500.00
	Remove existing stainless steel (SS) pile guides and pile rollers and replace with 304 SS pile guides and pile rollers (adjust/secure pile rollers accordingly, includes all required SS hardware to resecure)	1	EA	\$3,500.00	\$3,500.00
2	Remove, Repair, Resecure existing SS pile guides to its original location and adjust and secure pile rollers (includes all required SS hardware)	13	EA	\$2,500.00	\$32,500.00
3	Retrieve (submerged), Repair, Resecure existing SS pile guides and pile rollers to its original location (includes all required SS hardware, adjust/secure (reweld) pile rollers accordingly)	2	EA	\$3,000.00	\$6,000.00
4	Repair, Reposition, Adjust and Secure (reweld) Existing Pile Roller Assembly	8	EA	\$2,000.00	\$16,000.00
5	Furnish and Install SS Pile Roller Assembly with 3-inch, Tube/Hollow Round Stock Ultra High Molecular Weight Polyethylene (UHMW-PE) Adjust and Secure (reweld), includes all required SS hardware.	8	EA	\$2,500.00	\$20,000.00
6	Furnish and Install Roller with SS Hardware and 3-inch, Tube/Hollow Round Stock Ultra High Molecular Weight Polyethylene (UHMW-PE)	4	EA	\$2,450.00	\$9,800.00
7	Repair spalled concrete pilings	15	EA	\$950.00	\$14,250.00
8	Total				\$110,550.00



INVITATION TO BID

2023-105

CITY OF STUART COURTESY DOCK REPAIR

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

RELEASE DATE: April 21, 2023

DEADLINE FOR QUESTIONS: undefined

RESPONSE DEADLINE: May 17, 2023, 2:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/stuartfl>

City of Stuart
INVITATION TO BID
City of Stuart Courtesy Dock Repair

I.	Advertisement
II.	Introduction.....
III.	Instructions to Bidders.....
IV.	General Information
V.	Scope of Work
VI.	Pricing Proposal
VII.	Vendor Questionnaire.....

Attachments:

D - ATTACHMENT D- Project Location Map

E - ATTACHMENT E- City of Stuart - Dock Repair Exhibit

1. ADVERTISEMENT

CITY OF STUART

2023-105

City of Stuart Courtesy Dock Repair

Advertisement

The City encourages E-Bidding through OpenGov Procurement at <https://procurement.opengov.com/portal/stuartfl>. City of Stuart Courtesy Dock Repair will be received by the City of Stuart at the Procurement Office, 121 S.W. Flagler Avenue, Stuart, Florida, 34994, until Wednesday, May 17, 2023 at 2:30 pm.

A Non-Mandatory pre bid meeting will be held at 300 SW Saint Lucie Ave. Stuart, Florida 34994 at 11:15 am, Wednesday, May 3, 2023.

If submitting via mail than please submit an original, two (2) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive must be submitted in sealed envelopes/packages addressed to Purchasing Division, City of Stuart, and marked "2023-105, City of Stuart Courtesy Dock Repair. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened

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

Mail/Overnight/Hand Deliver Submittal Responses to:

Stuart City Hall

Procurement Office

121 S.W. Flagler Avenue

Stuart, Florida 34994

Mark outside of envelope: 2023-105, City of Stuart Courtesy Dock Repair

Published: Friday, April 21, 2023

2. INTRODUCTION

2.1. Summary

The Stuart City Commission, Stuart Florida is soliciting licensed general contractors with marine experience to submit bids to provide removal, replacement, and repairs of several pile guides and pile rollers assemblies, as well as repairs to existing concrete pilings within the St. Lucie River, immediately adjacent to the City's Riverwalk. Work shall include furnishing all labor, materials, and equipment to complete the work as specified and in accordance with the drawings, specifications, and other contract documents.

2.2. Contact Information

Alaina Knofla

Procurement Coordinator

121 S.W. Flagler Avenue

Stuart, FL 34994-2172

Email: aknofla@ci.stuart.fl.us

Phone: [\(772\) 288-5320](tel:(772)288-5320)

Department:

Utilities and Engineering

2.3. Timeline

Release Project Date	April 21, 2023
Pre-Proposal Meeting (Non-Mandatory)	May 3, 2023, 11:15am 300 SW Saint Lucie Ave. Stuart, Florida 34994
Question Response Deadline	May 10, 2023, 5:00pm

Proposal Submission Deadline	May 17, 2023, 2:30pm Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 293 575 873 985 Passcode: aY5hqV Download Teams Join on the web Or call in (audio only) +1 872-242-8065,,927448022# United States, Chicago Phone Conference ID: 927 448 022# Find a local number Reset PIN
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3. INSTRUCTIONS TO BIDDERS

3.1. Submittal

Each bidder shall furnish the information required on the bid schedule and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format are subject to disqualification.

The City of Stuart is registered with OpenGov Procurement, you may submit your bid electronically by registering on the City's e-Procurement Portal <https://procurement.opengov.com/portal/stuartfl>. Otherwise, all bids must be submitted in a sealed envelope plainly marked on the outside with the invitation to bid number, date and time of opening.

If not submitting electronically then an original, two (2) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive must be submitted in sealed envelopes/packages addressed to Purchasing Division, City of Stuart by the due date and time. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement Office, 121 SW Flagler Avenue, Stuart, Florida 34994, not later than 2:30 pm, on the day and date shown above. Any received after this date and time will not be accepted or considered and will be returned unopened to the bidder. No telegraphic or facsimile offers will be considered.

3.2. City Representative

Bidders are requested not to contact the City Commission, requesting/evaluating Departments or Divisions from the time of the issuance of the solicitation or advertisement until such time as the agency provides notice of an intended decision or until thirty (30) days after opening 'the bids, whichever is earlier. Any questions from bidders or evaluating Departments or Divisions will be answered through the Procurement Division.

Alaina Knofla

Procurement Coordinator

aknofla@ci.stuart.fl.us

(772) 288-5320

3.3. Bid Opening

Bids will be opened and read aloud via Microsoft Teams you may join by logging into:

3.4. Withdrawal of Bids

Bids may not be withdrawn for a period of 30 days after the public opening date.

3.5. Protest

Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid, selection or award recommendation shall file such protest in accordance with City of Stuart Procurement Policies and Procedures Section 20-Bid Protest.

3.6. Questions and Answers

The City will not respond to oral inquiries. Bidders shall submit all inquiries regarding this bid via the City's e-Procurement Portal, located at <https://secure.procurenow.com/portal/stuartfl>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries.

All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

Respondents may not contact any member of the selection committee, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the e-procurement portal.

3.7. Addenda

<https://procurement.opengov.com/portal/stuartflo> register for an account via the City's e-Procurement Portal hosted by OpenGov Procurement. Once bidder has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each bidder to periodically check the site for any addenda at <https://secure.procurenow.com/portal/stuartfl>.

3.8. Delivery

Product delivery shall be a factor in award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.

Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.

3.9. Right to Reject

The City reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its sole judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or be borne by the City.

3.10. Miscellaneous

<https://procurement.opengov.com/portal/stuartfl> the terms and conditions of this solicitation.

Please check your prices before submitting your bid, as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. Be sure your bid is signed.

All items quoted must be in compliance with the specifications. Alternate bids will not be considered unless they are specifically called for in this solicitation.

The City may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

Bids may be received up to but not later than Wednesday, May 17, 2023 at 2:30 pm via the City's e-Procurement Portal located at <https://secure.procurenow.com/portal/stuartfl>. The City's e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City of Stuart strongly recommends completing your response well ahead of the deadline.

Failure to comply with these instructions may result in disqualification of your bid.

4. GENERAL INFORMATION

4.1. Delays

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addenda submitted to the City.

4.2. Qualification Submission and Withdrawal

The City will receive all proposals at the following addresses:

The City prefers electronic submission of bids and proposals. Please submit electronic responses via the City e-Procurement Portal <https://procurement.opengov.com/portal/stuartfl>. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

If you would like to submit a paper copy please submit at the following address:

Stuart City Hall

Procurement Office

121 S.W. Flagler Avenue

Stuart, Florida 34994

To facilitate processing, please mark the outside of the envelope as follows: 2023-105 "City of Stuart Courtesy Dock Repair" The envelope shall also include the bidder's return address.

If not submitting electronically, respondents must submit one (1) original and two (2) copies of the proposal submittal with each marked "COPY", and **one (1) electronic copy (PDF format preferred) on a CD** in a sealed envelope marked as noted above. A bidder may submit the proposal by personal delivery, mail, or express shipping service.

THE CITY MUST RECEIVE ALL BIDS BY

2:30 pm ON Wednesday, May 17, 2023

Due to the irregularity of mail service, the City cautions bidders to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement Office, as specified above, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 288-5320, before proposal closing time. A proposal received by the City Procurement Office after the established deadline will be retained unopened.

Bidders may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Bidders may withdraw their submissions in person or by an authorized representative. Bidders and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives) and provide the City with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a

public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

4.3. Addenda

<https://procurement.opengov.com/portal/stuartfl> register for an account via the City's e-Procurement Portal hosted by ProcureNow. Once bidder has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each bidder to periodically check the site for any addenda at <https://secure.procurenow.com/portal/stuartfl>

4.4. Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

4.5. Insurance

Proof of the following insurance will be furnished by the successful bidder by certificate of insurance, which name the City of Stuart its offices, board members, employees, and agents as additional insured on general liability & automobile liability insurance policies. The policies must be specifically endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. The City by and through risk management department and in cooperation with the contracting department, reserves the rights to review, modify reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A-VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not obligation, to review and request or audited financial statement.

All contractors, including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the professional and/or subcontractor providing such insurance.

Workers' Compensation: with limits equal to Florida statutory requirements. Employers' liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under federal workers compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided.

If the contractor maintains higher limits than the minimums shown above, the City of Stuart requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Management department.

Commercial General Liability: insurance, Occurrence Form – ISO CG 0001 or equivalent, including Contractual Liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

- A. Each occurrence \$5,000,000
- B. Personal/advertising injury \$1,000,000
- C. Products/completed operations aggregate \$3,000,000
- D. General aggregate \$10,000,00
- E. Fire damage \$100,000 Any 1 fire
- F. Medical expense \$10,000 Any 1 person

An additional insured endorsement must be attached to the certificate of insurance and must include coverage for completed operations (ISO forms CG2010 & CG2037) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of 10 years date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City of Stuart. Policy shall contain no exclusion for third party action-over claims (injury to subcontract workers). If applicable, there shall be no exclusion for EIFS. Coverage should extend to independent contractors and fellow employees. Contractual liability is to be included. Any cross-liability exclusion should not extend to Additional Insured's.

Any subcontractors or independent contractors utilized must list the City of Stuart as additional insured including completed operations (ISO Forms CG 2038 & CG 2037).

Business Auto Liability: Must cover any auto (all owned, hired, and non-owned autos) with limits of not less than \$1,000,000 per accident. In the event bidder does not own any automobiles, the City of Stuart will accept proof of hired and non-owned auto liability only. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

Insurance Requirements:— Fifteen (15) days prior to the commencement of any Work under the Contract Documents, a certificate of insurance shall be provided to the City of Stuart for review and approval. The certificate shall provide that: (a) City of Stuart as Owner and named as an additional insured on the commercial general liability, auto liability (b) the Contractor's insurance coverage shall be primary; and (c) City of Stuart as Owner and will be given thirty (30) days' notice prior to cancellation or modification of any required insurance and such notice shall be in writing by registered mail, return receipt requested and addressed to the City of Stuart. The Contractor shall be responsible to ensure that all subcontractors comply with all insurance requirements of the Contract Documents.

All coverage shall be maintained without interruption from the date of commencement of the Work and remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07 of the General Conditions. In addition, with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, such insurance shall remain in effect for at least two years after final payment. Contractor shall furnish Owner and Engineer with evidence satisfactory to Owner of the continuation of

such insurance at final payment and again one year thereafter, so that Owner is assured of such continuing coverage.

All insurers must be authorized to do business in Florida and have a Best Key Rating of A- VII.

Certificates of Insurance: The Proposer, upon notice of award, will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

- A. The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
- B. Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- C. The City of Stuart and Consultant is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance, Business Automobile Liability Insurance, and Contractor's Builders Risk "All Risk" insurance policies.
- D. The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:
 - 1. City of Stuart 121S.W. Flagler Avenue Stuart, FL 34994
- E. No City Division, Department, or individual name should appear on the certificate. NO OTHER FORMAT WILL BE ACCEPTABLE.
- F. The "Acord" certification of insurance form should be used.

4.6. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in s. 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

4.7. Suspended Vendor

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information or List will not be considered for award. The Suspended Vendor List is available on the State's website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

4.8. Assignment & Subcontracting

The successful bidder will not be permitted to assign its contract with the City without obtaining prior written approval of the City of Stuart. If a vendor subcontracts any portion of a contract for any reason, the bidder must include, in writing the name and address of the Subcontractor. Name of the person to be contacted, include telephone number and extent of work to be performed. This information is to be submitted with bid response. If vendor should need to change subcontractor information, changes are subject to the approval by the City. The City reserves the right to reject a proposal of any bidder if the proposal names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award.

4.9. Public Records

Bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07 Florida Statutes. Document files may be examined, during normal working hours by appointment. Requested information in this ITB will not be considered confidential and/or proprietary.

PUBLIC RECORDS LAW: Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

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

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

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor

shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

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

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

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

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

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

4.10. Licenses

Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of bid receipt. The proposal of any Bidder that is not fully licensed and certified shall be rejected.

4.11. Business Tax Receipt

Bidder shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the bid.

4.12. Other Governmental Entities

When there is sufficient capacity or quantities available, awarded bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms, conditions, and prices of the bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

4.13. Contract Amendment

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

4.14. Non Exclusive Contract

CONTRACTOR agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

4.15. Estimated Quantities

It shall be understood and agreed that quantities designated herein are estimated only and may be increased or decreased in accordance with the actual requirements of the City. The City may require modifications and changes to this contract, as it relates to quantities, areas, frequency of services and specified services. The Contractor shall provide the City with the cost for such additional services. All rates shall be in accordance with the unit cost structure submitted by the contractor and accepted by the City.

4.16. Default

In the event that the Contractor cannot respond adequately to the needs of the City by reason of equipment failure or any other reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

4.17. Background Information

As part of the evaluation process, the City reserves the right, to require a Bidder to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Bidder, including past performance (experience) with the City by the Bidder or any of their Owners.

4.18. Competency of Respondents

Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this ITB and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be

construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

4.19. Additional Information

It is the intent of the bid and construction documents to have a finished project at completion of construction. Thus, the Bidder shall include all costs associated with the construction documents to ensure a full and complete bid for the construction and associated site work. If a specific bid quantity is not listed in the construction and bid documents, it is the contractor's responsibility to include such items in like or in associated bid items. All work for this project, including but not limited to, all profit and overhead, incidentals, all labor, supervision, testing, machinery, equipment,

4.20. Extra Work

of such extra work as it may find necessary or desirable arising out of the modification of the specification or plans. An order for extra work shall be valid only by an executed change order. All work so ordered must be performed by the Contractor. The amount of compensation to be paid to the Contractor for any work so ordered shall be determined as follows:

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

- 1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall

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

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

- 3) For special equipment and machinery such as power driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economic performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage shall be added to this sum.

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

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

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

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

4.21. MINIMUM QUALIFICATIONS AND EXPERIENCE

This ITB shall be awarded only to a responsive and responsible proposer, qualified to provide the work specified. The proposer should submit the following information with their proposal response package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the proposal response being considered non-responsive.

A. Proposer must be a Certified General Contractor licensed in the State of Florida and be regularly engaged in marine construction of this type.

B. Contractor shall provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years and provide details of the following: scope of work, location, dates of service, names, addresses and phone numbers of owners.

C. The Contractor must use trained personnel with adequate experience and skills to perform the work and provide information related to similar work performed within the last five (5) years.

4.22. WORK OBJECTIVE

The City of Stuart currently owns and operates a Floating Courtesy Dock located in the St. Lucie River in front of the City of Stuart, City Hall, see Attachment A- Project

Location Map.

All work is to be completed in compliance with Army Core of Engineers (ACOE), Florida Department of Environmental Protection (FDEP), South Florida Water Management

District (SFWMD) conditions, and all Florida Department of Transportation (FDOT) construction criteria.

4.23. EQUIPMENT / MATERIALS

The scope of these specifications is to ensure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the supplier from the furnishing of a complete unit.

All equipment / materials must be new, of current manufacturer and in production at the time of proposal opening and carry standard warranties.

All work for this project, including but not limited to, all profit and overhead, incidentals, all labor, supervision, testing, machinery, equipment, tools, materials, coordination with utility companies, clean-up and other means of construction necessary to complete the described work in accordance with drawings, specifications, and other contract documents.

*All welding to be completed by a certified welder (CERTIFICATE OF WELDER TO BE PROVIDED)

*Contractor is responsible for confirming actual site conditions prior to starting construction.

*Type 316 Stainless Steel shall be used for all fasteners and connectors. Washers shall be provided under bolt and lag screw heads and nuts that are in contact with wood.

*Contractor is required to remove and properly dispose of all parts that were removed for replacement.

*The Courtesy dock shall remain open to the public during construction.

4.24. SPALLED CONCRETE REPAIR NOTES

Repair Spalled Concrete Piles w/Simpson FX-408 Zinc Rich Primer and Simpson FX-263 Rapid-Hardening Vertical/Overhead Repair Mortar

1. No field changes or deviations are to be made without prior approval of the City.
2. The contractor shall provide a qualified superintendent to be present on the job site at all times while work is being performed.
3. The contractor shall construct the facilities in a manner so as to minimize any adverse impacts to fish and wildlife. The contractor shall employ countermeasures as necessary during construction to protect water quality on and off-site.
4. The contractor shall immediately correct any erosion, shoaling or water quality problems that are caused as a result of construction activities.

5. SCOPE OF WORK

5.1. PURPOSE

The purpose of the bid is to seek licensed general contractors with marine experience to provide provide removal, replacement, and repairs of several pile guides and pile rollers assemblies, as well as repairs to existing concrete pilings within the St. Lucie River, immediately adjacent to the City's Riverwalk. Work shall include furnishing all labor, materials, and equipment to complete the work as specified and in accordance with the drawings, specifications, and other contract documents.

5.2. LIQUIDATED DAMAGES

The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one hundred dollars (\$100.00) for each and every day for the first thirty (30) days and five hundred dollars (\$500.00) for each and every day thereafter, which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty. The party of the first part is hereby authorized to deduct the said sum (as specified above) from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

5.3. START OF WORK AND TIME FOR COMPLETION

It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a proposal response, successful respondent agrees to start the work within ten (10) days of issuance of Notice to Proceed. All performance of the Contract Work shall be completed within ninety days (90) calendar days of the date of issuance of the NTP. Commencement of the Contract Work by the Contractor shall be deemed a waiver of the NTP and shall constitute the date of commencement for the purpose of the completion deadline.

5.4. SITE INSPECTION

A. It is the bidder's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities.

B. The contractor is to verify to his own satisfaction the figures appearing in these specifications. The City of Stuart Courtesy Dock repairs Project, as described, at the prices proposed on the proposal form. After award, no extra charge or compensation will be allowed by the City as a result of differences between actual materials and labor, unless by reason of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to acts of God or neglect of any other contractor.

5.5. EQUIPMENT

All equipment to be utilized by the successful bidder to perform, as detailed herein must be approved by the Public Works Director; or his designee. The contractor specifically agrees to remove and replace any equipment judged by the City to be poorly operating excessively noisy or dirty or in any other meaningful way disturbing to the public welfare.

5.6. INSPECTION AND DIRECTION

The work will be conducted under the general direction of the Public Works Director or designee, and is subject to inspection to insure compliance with the terms of the bid. The Public Works Director or designee will make final inspection of the work covered by this contract when it is completed and finished in all respect in accordance with specifications and must be approved before payment is made. The contractor will notify the City upon completion of replacement, repair or maintenance and the City agrees to provide inspection of the reported work within two (2) working days following the report of work completion. Any work found to be unsatisfactory by the City shall be reported to the contractor within that same period. The contractor agrees to finish all work to the satisfaction of the City, at no additional cost, prior to receiving payment for such work.

5.7. INVOICING AND PAYMENT

The City requires a firm price for each contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through each contract term will be grounds for contract termination. Payment will be made upon completion and acceptance of the work, net 30 days.

5.8. BUSINESS OPERATIONS

A. Hours of Operation: Unless otherwise directed by the Public Works Director; or his designee, the successful Contractor(s) shall insure that the following schedule is adhered to and services as required must be scheduled to insure that all work occurs between the hours of 7:00 AM and 5:00 PM; All work performed outside of hours of operation must be approved in advanced by an authorized representative of the City.

B. Inclement Weather Conditions: Upon approval by the Public Works Director or designee, the Contractor may cease operations of services during inclement weather conditions.

C. Observed Holidays New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day & Day After, Christmas Eve & Day.

5.9. PUBLIC SAFETY AND CONVENIENCE

In the Contractor's use of streets and parking lots for the work to be done under these specifications, he/she shall conform to all Municipal, County, State and federal laws and regulations as applicable. The Contractor shall at all times so conduct his/her work so as to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of work, and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property, in a manner satisfactory to the Public Works Director or appointed designee. There shall be no obstruction of the travel lanes between the hours of 7:00-9:00 am and 4:00-6:00 pm without approval from the Public Works Director or designee.

5.10. PROTECTION OF PROPERTY

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a satisfactory, workmanlike manner. The Contractor shall at all times guard against damage or loss to the property of the City of Stuart, including but not limited to safeguard sidewalks, curbing, road surfaces and

motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the Contractor and shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor. The City of Stuart may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or their agents.

5.11. TIME OF STARTING WORK

The work embraced in this contract shall be actively begun within ten days after notice has been given by the Engineer or Owner to commence construction. The work shall be carried on regularly and uninterruptedly with sufficient force to ensure its completion within the time specified in the bid. Days when weather conditions prevent the continuance of the work shall not be charged against the contract time. Failure to do so shall render the Contractor liable to the City of Stuart in the amount of one hundred dollars (\$100.00) as liquidated damages for each and every day's delay in commencing work. For reasons satisfactory to the Owner, said Owner may, at its own option, waive any claims on the Contractor for damages here referred to. The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project(s); and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

5.12. BOND GUARANTEE

A proposal guarantee must be submitted with the proposal, if the total amount proposed exceeds \$50,000. The bond shall be in an amount equal to ten percent (10%) of the total amount. The guarantee may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, a Cashier's Check or a Certified Check (checks made payable to The City of Stuart). Purpose of the proposal guarantee is to assure the apparent low, responsive and responsible bidder will enter into a contract to provide the described services. Should the bidder not enter into a contract the proposal guarantee shall be retained by the City to defray the additional costs of either awarding to the second low, responsive and responsible bidder or re-advertise and re-solicit the project.

5.13. PAYMENT & PERFORMANCE BONDS

The successful bidder, when awarded a contract, will be required to furnish payment and performance bonds with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work

5.14. ACCESSIBILITY STANDARDS

In respect to the supply and/or installation of the services and/or items as outlined under this bid/contract; the Bidder/Contractor certifies that the work will be done or the item provided is in compliance with the applicable ADA Standards and/or in compliance with the Florida Accessibility Code for Building Construction. All applicable shop drawings will be submitted for review to ensure that the product or the work as required by this bid is in compliance with the applicable ADA Standards and/or in compliance with the Florida Accessibility Code for Building Construction.

5.15. SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspension shall be final and binding. During the suspension of the work for any cause, it must be suitably covered and protected so as to preserve it from injury by the weather or otherwise. If the Engineer shall so direct, the rubbish and surplus material shall be removed.

The Contractor shall not be entitled to any extension of time for delays resulting from weather unless the Contractor has requested, in writing, to the City by 11 am the day of the weather delay. If the Owner or Engineer orders the suspension of work due to inclement weather, the Contractor shall receive an extension of time for the full period when such suspension is in effect until the suspension is lifted by the Owner/Engineer.

5.16. CONTRACTOR'S UNDERSTANDING

The party of the second part hereby admits and agrees that he has carefully read and considered the instructions to bidders herewith, and that he has made his proposal and hereby makes this Contract with full knowledge and acquiescence therein.

5.17. SUBCONTRACTOR

The Contractor shall not sublet the whole or any part of the work without the written consent and approval of the Procurement & Contracting Services Manager. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Procurement Manager, a list of all subcontractors. No work shall be done by any subcontractor until such subcontractor has been officially approved by the Procurement Coordinator. A subcontractor not appearing on original list will not be approved without written request submitted to the Procurement Coordinator and approved by the Owner. In all cases, the Contractor shall give his personal attention to the work of the subcontractors and the subcontractor is liable to be discharged by the Engineer for neglect of duty, incompetence or misconduct.

6. PRICING PROPOSAL

BID SCHEDULE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization / Permits / General Conditions	1	LS		
2	Remove existing stainless steel (SS) pile guides and pile rollers and replace with 304 SS pile guides and pile rollers (adjust/secure pile rollers accordingly, includes all required SS hardware to resecure)	1	EA		
3	Remove, Repair, Resecure existing SS pile guides to its original location and adjust and secure pile rollers (includes all required SS hardware)	13	EA		
4	Retrieve (submerged), Repair, Resecure existing SS pile guides and pile rollers to its original location (includes all required SS hardware, adjust/secure (reweld) pile rollers accordingly)	2	EA		
5	Repair, Reposition, Adjust and Secure (reweld) Existing Pile Roller Assembly	8	EA		
6	Furnish and Install SS Pile Roller Assembly with 3-inch, Tube/Hollow Round Stock Ultra High Molecular Weight Polyethylene (UHMW-PE) Adjust and Secure (reweld), includes all required SS hardware.	8	EA		
7	Furnish and Install Roller with SS Hardware and 3-inch, Tube/Hollow Round Stock Ultra High Molecular Weight Polyethylene (UHMW-PE)	4	EA		
8	Repair spalled concrete pilings	15	EA		
TOTAL					

7. VENDOR QUESTIONNAIRE

7.1. [Pr oposal Checklist](#)

Please download the below documents, complete, and upload.

- [Checklist.pdf](#)

7.2. [Ce rtification*](#)

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

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

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

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

☐ Please confirm

*Response required

7.3. [Saf ety Standards Certification*](#)

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

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

*Response required

7.4. [Re ferences Form*](#)

Please download the below documents, complete, and upload.

- [Refernces Form.pdf](#)

*Response required

7.5. [Schedule of Subcontractors Participation *](#) [Sc](#)

Please download the below documents, complete, and upload.

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

*Response required

7.6. [Sworn Statement Pursuant to Section 287.133\(3\)\(a\)*](#) [Sw](#)

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

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

*Response required

7.7. [Drug-Free Workplace Certification*](#) [Dr](#)

Please download the below documents, complete, and upload.

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

*Response required

7.8. [Public Entity Crimes*](#) [Pu](#)

Please download the below documents, complete, and upload.

- [Public Entity Crimes .pdf](#)

*Response required

7.9. [Suspended Vendor List*](#) [Su](#)

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

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

Please identify your legal company name here:

*Response required

7.10. Scr
utinized List of Prohibited Companies List*

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

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

Please identify your legal company name here:

*Response required

**FRONT PAGE OF
PUBLIC PAYMENT BOND**
Florida Statute 255.05

BOND NO. 609-101353-8

CONTRACTOR: Edens Benton, Inc
2850 SE Market Place, Ste 2
Stuart, FL 34997
561-996-6822

SURETY: United States Fire Insurance Company
305 Madison Avenue,
Morristown, NJ 07962
973-490-6600

AGENT: Nielson, Rosenhaus & Associates, Inc
220 Congress Park Drive, Suite 100
Delray Beach, FL 33445
561-454-8201

OBLIGEE: City of Stuart
121 SW Flagler Avenue,
Stuart, FL 34994
772-288-5300

PROJECT: 2023-105 – City of Stuart Courtesy Dock Repair

LOCATION: Stuart, FL



Bond No. 609-101353-8

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Edens Benton, Inc
2850 SE Market Place, Ste 2
Stuart, FL 34997

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960
Mailing Address for Notices

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

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

OWNER:

(Name, legal status and address)

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

CONSTRUCTION CONTRACT

Date: August 28, 2023

Amount: \$ 110,550.00

One Hundred Ten Thousand Five Hundred Fifty Dollars and 00/100

Description:

(Name and location)

2023-105 - City of Stuart Courtesy Dock Repair

BOND

Date: August 28, 2023

(Not earlier than Construction Contract Date)

Amount: \$ 110,550.00

One Hundred Ten Thousand Five Hundred Fifty Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Edens Benton, Inc

Signature:

Name **JOSHUA M. CRAWFORD**
and Title: **CEO**

SURETY

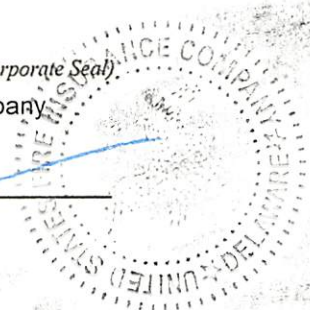
Company:

(Corporate Seal)

United States Fire Insurance Company

Signature:

Name **Brett Rosenhaus**
and Title: **Attorney-in-Fact**



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Nielson

220 Congress Park Drive, Suite 100
Delray Beach, FL 33445
561.454.8210

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

S-1852/AS 8/10





§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: JOSHUA M. CRAWFORD, CEO

Address 2850 S.E. MARKET PLACE, STE. 2
STUART, FL, 34997

Signature: _____

Name and Title: _____

Address _____





Bond No. 609-101353-8

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Edens Benton, Inc
2850 SE Market Place, Ste 2
Stuart, FL 34997

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960
Mailing Address for Notices

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

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

OWNER:

(Name, legal status and address)

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

CONSTRUCTION CONTRACT

Date: August 28, 2023

Amount: \$ 110,550.00 One Hundred Ten Thousand Five Hundred Fifty Dollars and 00/100

Description:

(Name and location)

2023-105 - City of Stuart Courtesy Dock Repair

BOND

Date: August 28, 2023

(Not earlier than Construction Contract Date)

Amount: \$ 110,550.00 One Hundred Ten Thousand Five Hundred Fifty Dollars and 00/100

Modifications to this Bond: ☐ None ☒ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Edens Benton, Inc

Signature: 

Name **JOSHUA M. CRAWFORD**
and Title: **CEO**

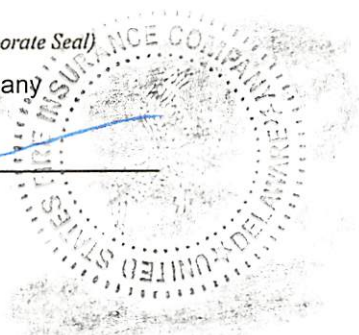
SURETY

Company: (Corporate Seal)

United States Fire Insurance Company

Signature: 

Name **Brett Rosenhaus**
and Title: **Attorney-in-Fact**



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Nielson
220 Congress Park Drive, Suite 100
Delray Beach, FL 33445
561.454.8210

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



S-2149/AS 8/10

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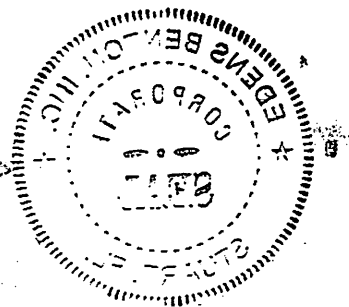
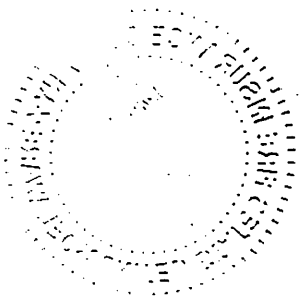
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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2) AND 255.05(1), ARE INCORPORATED IN THIS BOND BY REFERENCE.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and Title: JOSHUA M. CRAWFORD, CEO

Address: 2850 SE MARKET PLACE, STE 2

STUART, FL 34997

Signature: _____

Name and Title: _____

Address: _____



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**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

0272523

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brett Rosenhaus, Dale Belis, Christian Collins

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2024.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

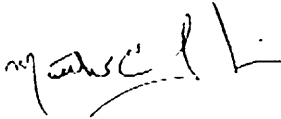
(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

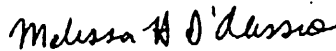
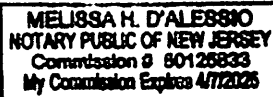


Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio

(Notary Public)

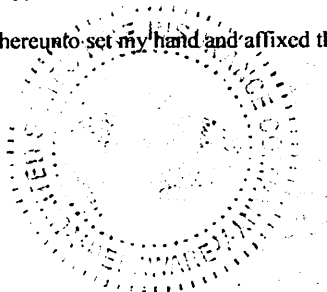
I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 28th day of August 20 23

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright, Senior Vice President





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/16/23

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

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

PRODUCER RYEN MARINE INSURANCE GROUP INC 221 S Ocean Drive Ste C Fort Pierce, FL 34949	CONTACT NAME: RYEN MARINE INSURANCE GROUP INC PHONE (A/C, No, Ext): (772)242-1045 FAX (A/C, No): (772)934-3712 E-MAIL ADDRESS: sue@insuremarine.com														
INSURED Edens Benton, Inc. 12711 McGregor Blvd. Fort Myers, FL 33919	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: New York Marine & General</td><td>16608</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: New York Marine & General	16608	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: New York Marine & General	16608														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Marine GL/P&I (2 crew, ex-cargo) ☒ Pollution: Sudden & Accidental GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		ML202200002277	12/04/22	12/04/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ML202200002278	12/04/22	12/04/23	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC202200018467 (incl USLH)	12/04/22	12/04/23	☒ PER STATUTE ☒ OTH-ER USL&H E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	A) Blanket Equipment A) Hull/Machinery (3-barges, 1-pushboat) #ML202200002277			IM202200006058	12/04/22	12/04/23	Equip Catastrophe Limit \$733,359 Equipment Limit/item \$172,500 Vessels H/M \$639,000

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

Marine contractor. Regarding the general liability insurance, the City of Stuart, Florida, its officials, employees and agents, are listed as additional insureds with respect to work performed by the insured as per written contract. Ref. Project: ITB No. 2023-105, City of Stuart Courtesy Dock Repair.

CERTIFICATE HOLDER City of Stuart 121 S.W. Flagler Avenue Stuart, FL 34994	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/11/2023

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

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

PRODUCER Brightway Insurance P.O. Box 5700 Jacksonville FL 32247		CONTACT NAME: Commercial Team PHONE (A/C, No, Ext): (855) 841-3135 FAX (A/C, No): (904) 322-5928 E-MAIL ADDRESS: certificate@brightway.com	
INSURED Roy Benton, DBA; Edens Benton Inc. 12711 McGregor Blvd Fort Myers FL 33919		INSURER(S) AFFORDING COVERAGE INSURER A: Security National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 33120	

COVERAGES**CERTIFICATE NUMBER:** CL2333196271**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	M00000382203	03/12/2023	03/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Stuart, its offices, board members, employees, and agents are listed as Additional Insured, on a primary and non-contributory basis. Waiver of Subrogation applies. 10 day notice of cancellation for non-payment of premium, 30 day notice for any other reason.

Project Name and Project Number:
2023-105, City of Stuart Courtesy Dock Repair

CERTIFICATE HOLDER**CANCELLATION**

City of Stuart 1215 W. Flagler Avenue Stuart FL 34994	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ENDORSEMENT #8

NAMED INSURED AMENDMENT ENDORSEMENT

Effective 02/15/2023, and in consideration of the premium charged herein, it is hereby understood and agreed that the **LONGSHORE+ MARINE CONTRACTORS PACKAGE POLICY DECLARATIONS, Named Insured** is amended to read as follows:

Edens Benton, Inc.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

Assured: Edens Benton, Inc. Policy Number: ML2022200002277 Issue Date: March 10, 2023	Writing Company: New York Marine & General Insurance Company	
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ENDORSEMENT #1

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following

MARINE GENERAL LIABILITY COVERAGES

PROTECTION AND INDEMNITY INCLUDING MARINE EMPLOYMENT LIABILITY:

Name of State Or Governmental Agency Or Subdivision Or Political Subdivision:

Blanket when required by written contract.

“Who Is An Insured” under the Marine General Liability Section of the Longshore+ Marine Package Policy is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.**
- 2. This insurance does not apply to: a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".**

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED

ENDORSEMENT #2

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

MARINE GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Blanket when required by written contract.

A. “Who Is An Insured” under the Marine General Liability section of the Longshore+ Marine Package Policy is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and**
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.**

B. With respect to the insurance afforded to these additional insureds, the following is added to Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or**
- 2. Available under the applicable Limits of Insurance shown in the Declarations whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations**

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED

ENDORSEMENT #4

BLANKET WAIVER OF SUBROGATION

It is agreed that the Company waives any rights of subrogation to which it may be entitled if prior to loss the Insured has agreed to such waiver in writing, but only to the extent required by said written agreement.

It is further agreed that there shall be no coverage for any liability arising under this endorsement unless such liability is covered by valid and collectible underlying insurance as listed in the Schedule of Underlying Insurance, for the full limit shown therein, and then only for such hazards for which coverage is afforded under said underlying insurance.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

ENDORSEMENT #20

BUMBERSHOOT NAMED INSURED AMENDMENT ENDORSEMENT

Effective 02/15/2023, and in consideration of the premium charged herein, it is hereby understood and agreed that the "BUMBERSHOOT" WORDING, DECLARATIONS, I. NAMED ASSURED is amended to read as follows:

Edens Benton, Inc.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

Assured: Edens Benton, Inc. Policy Number: ML2022200002278 Issue Date: March 10, 2023	Writing Company: New York Marine & General Insurance Company	
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ENDORSEMENT #9

BLANKET ADDITIONAL INSURED
(FOLLOW-FORM LIMITATION)

It is agreed that this Policy shall include as Additional Insureds any person or organization to whom the Named Insured has agreed by written contract to provide coverage, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to occurrences subsequent to the making of such written contract.

It is further agreed that there shall be no coverage for any liability arising under this endorsement unless such liability is covered by valid and collectible underlying insurance as listed in the Schedule of Underlying Insurance, for the full limit shown therein, and then only for such hazards for which coverage is afforded under said underlying insurance.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

ENDORSEMENT #10

BLANKET WAIVER OF SUBROGATION
(FOLLOW-FORM LIMITATION)

It is agreed that the Company waives any rights of subrogation to which it may be entitled if prior to loss the Insured has agreed to such waiver in writing, but only to the extent required by said written agreement.

It is further agreed that there shall be no coverage for any liability arising under this endorsement unless such liability is covered by valid and collectible underlying insurance as listed in the Schedule of Underlying Insurance, for the full limit shown therein, and then only for such hazards for which coverage is afforded under said underlying insurance.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

POLICY INFORMATION PAGE ENDORSEMENT

The following item(s)

- | | |
|---|---|
| ☒ Insured's Name (WC 89 06 01) | ☐ Item 3.B. Limits (WC 89 06 12) |
| ☐ Policy Number (WC 89 06 02) | ☐ Item 3.C. States (WC 89 06 13) |
| ☐ Effective Date (WC 89 06 03) | ☒ Item 3.D. Endorsement Numbers (WC 89 06 14) |
| ☐ Expiration Date (WC 89 06 04) | ☐ Item 4.* Class, Rate, Other (WC 89 04 15) |
| ☐ Insured's Mailing Address (WC 89 06 05) | ☐ Interim Adjustment of Premium (WC 89 04 16) |
| ☐ Experience Modification (WC 89 04 06) | ☐ Carrier Servicing Office (WC 89 06 17) |
| ☐ Producer's Name (WC 89 06 07) | ☐ Interstate/Intrastate Risk ID Number (WC 89 06 18) |
| ☐ Change in Workplace of Insured (WC 89 06 08) | ☐ Carrier Number (WC 89 06 19) |
| ☐ Insured's Legal Status (WC 89 06 10) | ☐ Issuing Agency/Producer Office Address (WC 89 06 25) |
| ☐ Item 3.A. States (WC 89 06 11) | |

is changed to read: **See attached**

*Item 4. Change To:

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Total Estimated Annual Premium				
Minimum Premium		Deposit Premium		

All other terms and conditions of this policy remain unchanged.

New Estimated Premium:

New Estimated Tax: \$0.00

Previous Estimated:

Previous Tax: \$0.00

Premium Due: \$0.00

Tax Due:\$0.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02-15-2023
 Insured
 Edens Benton, Inc.
 Insurance Company
 New York Marine and General Insurance
 Company / 28746

Policy No. WC202200018467
 Endorsement No. 1
 Premium \$0.00

Countersigned by _____

It is agreed and understood that the policy is amended as follows:

The following Named Insured is amended:

Edens Benton, Inc.

FEIN: 203279157

The following forms are added/amended:

WC890600B	0701	POLICY INFORMATION PAGE ENDORSEMENT
-----------	------	-------------------------------------

WC990003	0811	EXTENSION SCHEDULE - SCHD OF NAMED INSUREDS
----------	------	---

New York Marine and General Insurance Company

Item 1 Extension Schedule

Schedule of Named Insureds

NAMED INSUREDS:

FEIN #:

Edens Benton, Inc.

203279157

Insured: Edens Benton, Inc.
Policy Number: WC202200018467
Effective Date: 12-04-2022

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

(This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to the extent required of you by a written contract; however, the written contract must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "occurrence", offense, claim, or suit.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12-04-2022

Insured

Benton and Sons Construction Company, Inc.
Insurance Company

New York Marine and General Insurance
Company / 28746

Policy No.

WC202200018467

Endorsement No.

Premium

Countersigned by _____

WC 00 03 13

(Ed. 4-84)

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

Meeting Date: 8/28/2023

Prepared by: Alaina Knofla

Title of Item:

APPROVE AWARD OF ITB #2023-108: SE ILLINOIS AVENUE LIVING SHORELINE PROJECT (RC):

RESOLUTION No. 68-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2023-108, SE ILLINOIS AVENUE LIVINGSHORE LINE PROJECT TO THE LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$207,472.22 TO EDENS BENTON, INC., OF STUART, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This solicitation was advertised in the Palm Beach Post on June 20, 2023, and release simultaneously on OpenGov Procurement, who notified four hundred and forty-one (441) potential bidders, there were thirty-eight (38) plan holders, and issued two (2) bid packages for this project. Two (2) bids were received by the bid opening date and time of 2:30 pm. July 26, 2023.

Funding Source:

430-56563-810

Recommended Action:

Adopt Resolution No. 68-2023

ATTACHMENTS:

1. R68-2023, ITB# 2023-108, Illinios Ave Living Shoreline Project
2. ITB# 2023-108 Agreement



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

RESOLUTION 68-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2023-108, SE ILLINOIS AVENUE LIVINGSHORE LINE PROJECT TO THE LOWEST, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$207,472.22 EDENS BENTON, INC., OF STUART, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City entered into the competitive Invitation to Bid process in order to solicit a qualified underground utility & excavation contractors to submit bids for construction of the SE Illinois Avenue Living Shoreline Project, and seeks to award a bid to the lowest responsible bidder.

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

SECTION 1: The City Commission of the City of Stuart hereby approves the award of ITB #2023-108: SE Illinois Avenue Living Shoreline Project to Eden Benton, Inc., with authorization to execute final contract subsequent to review and approval by the City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 68-2023

Approve Award of ITB #2023-108: SE Illinois Avenue Living Shoreline Project

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 28th day of August 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

PAUL J. NICOLETTI
INTERIM CITY ATTORNEY



"UNIT PRICE CONTRACT"

CONTRACTOR: Edens Benton, Inc
2850 SE Market Place, Suite 2
Stuart, Florida

PROJECT: ITB 2023-108: SE Illinois Ave. Shoreline Project

CONTRACT FOR SERVICES

THIS UNIT PRICE CONTRACT, hereinafter "Contract," made and entered into **28th day of August 2023** by and between **Edens Benton, Inc.** hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions, and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of SE Illinois Ave. Shore Project by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide these Services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to provide erosion control, vegetation removal, placement of Gabions, grading, placement of rip-rap, landscaping, hardscape and construction/restoration all labor as specified for SE Illinois Ave. Shoreline Project as provided on the approved schedule.

Section 1. Scope of Service

Contractor shall work with City staff in advising the City regarding the Services as rendered. The services will be those customarily attendant as provided in the detailed scope of services to be performed and schedule of fees for those services and as described in the solicitation, specification, bid plans (Contractor's response to ITB #2023-108).

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 Time of Performance

Upon award of this Contract by Resolution of the Stuart Commission or Upon Emergency approval by City Manager, the effective date of this Contract shall be date of execution of this Contract by both City and Contractor. The Contractor shall began work within ten (10) calendar days after delivery of written Notice to Proceed, hereinafter "NTP", issued by Project Manager for the City to the Project Manager for the Contractor. All performance of the Contract work shall be completed within **One hundred and eighty (180) calendar days** of the date of issuance of the NTP. Commencement of the Contract Work by the Contractor shall be deemed a waiver of the issuance of the NTP and shall constitute the "Date of Commencement" for purposes of the completion deadline.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

CITY will compensate Contractor for these Services in accordance with Contractor's pricing schedule formalized in "Price Proposal Form" to this Contract **not to exceed \$207,472.22.**

2.2 Invoices

Contractor shall submit periodic invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and itemized, and shall include, but shall not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

2.3 Payment

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

Section 3. Guarantee and Warranty

The Contractor guarantees to repair, replace, or otherwise make good to the satisfaction of the City any defects in workmanship or material appearing in the work within 12 months after the day the work is accepted by the Project Manager of the City. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the City shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both. If the manufacture of materials provides a warranty or guarantee which is longer than twelve (12) months, the Contractor agrees to fully assist the City in making a claim for such warranty or guarantee. If the City deems it inexpedient to require the Contractor to correct deficient installation or repairs, an equitable deduction from the contract price shall be made therefore in the alternative the City may seek mediation or sue for damages, or both.

Section 4. Audit

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

is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

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

5.2 Responsibility for Work

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

The Contractor shall assign a supervisory employee of the Contractor (the Contractor's "Project Manager") and identify to the City all assigned personnel working on the Contract. The Contractor's Project Manager is responsible to keep the City informed of the Contractor's activities and to have in place an electronic communication method (cellphone, radio, etc.) available at all times which can be used by the City's Engineer of Record, the City's Designated Representative, or the City's Project Manager to contact the Contractor's Project Manager. The Project Manager shall be responsible for overseeing all work performed by the Contractor, unless and until a replacement Project Manager is made by the Contractor and the City is informed of same by the Contractor in writing. If at any time the Project Manager is replaced during the term of this contract, the Contractor must provide complete updated contact information and detailed information as requested, which may include a completed IRS Form I-9, and which must be approved by the City. Any change in Contractor's assigned personnel must also be provided in writing by the Contractor, and the City may reject any assigned personnel, for just cause given to the Contractor.

The Contractor is responsible to submit a proposed schedule to the City consisting of planned work to be accomplished. The City's Engineer of Record; or designee, shall have approval authority over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the City's Project Manager, or designee. The City reserves the right to change the schedule, with adequate notification, so the best benefit of the work can be achieved by the City, and to ensure reimbursement or replacement for loss or damage to property caused by negligence of the Contractor or any subcontractors.

5.3 Equipment

All equipment to be utilized by the Contractor to perform the Project, as detailed herein must be approved by the City's Engineer of Record or designee. The Contractor specifically agrees to remove and replace any equipment judged by the City to be inadequate, dangerous, or poorly operating, or excessively noisy or dirty, or in any other material way disturbing to the public health, safety, or welfare.

5.4 Contractor's Records

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

5.5 Business Operations

A. Hours of Operation: Unless otherwise directed by the City's Project Manager, the Contractor shall abide by the following schedule, and that all services required are provided between the hours of 7:00 AM and 5:00 PM local time; All work performed outside of these hours of operation must be approved in advanced by the City's Project Manager or designee.

B. Weather Conditions: Upon approval by or at the direction of the City's Project Manager or designee, the Contractor shall cease operations of services during inclement weather conditions, or other environmental conditions which may adversely affect the Work or the health, safety, and welfare of the individual's working on the Project.

C. Observed Holidays: The City observes New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day & Day After, Christmas Eve & Day. No work shall be permitted on-site on those days without the express written consent of the City's Project Manager.

5.6 Public Safety and Convenience

In the Contractor's use of streets and public or private parking lots for the work to be done under these specifications, shall conform to all city, county, state and federal laws and regulations as applicable. The Contractor shall at all times conduct the Work to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of Work, and to cause the least amount of inconvenience to the general public and the residents in the vicinity of the Work. The Contractor shall ensure the protection of persons and property, in a manner satisfactory to the City's Project Manager or designee. There shall be no obstruction of the public travel lanes between the hours of 7:00-9:00 am and 4:00-6:00 pm without approval of the City's Project Manager.

5.7 Protection of Property

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a satisfactory, workmanlike manner. The Contractor shall at all times guard against damage or loss to the property of the City, including but not limited to safeguard sidewalks, curbing, road surfaces and motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the Contractor, which shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor. The City may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the Contractor.

Section 6. Termination

6.1 Termination for Convenience

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

6.2 Termination for Cause

The City may terminate this Contract for cause, as provided in this section, upon seven (7) days written notice whenever the City shall determine that the Contractor has failed to meet the performance requirement(s) of the Contract. If the Contractor is adjudged bankrupt or makes a general assignment for the benefit of his creditors, or if a receiver is appointed by a court of competent jurisdiction on account of Contractor's insolvency, or if

Contractor fails to provide properly skilled personnel, or the proper Work or service in the sole discretion of the City, then the City can, terminate this Contract, without prejudice to any other right or remedy.

Section 7. CITY's Obligations

7.1 Project Manager

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is the Engineer of Record or his designee, who is so designated to the Contractor.

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

LONDON McDUFFIE
Contact Name

772-284-4313
Contact Number

LMCDUFFIE@EDENSBENTON.COM
Email Address

7.2 Extra work by Change Order

If Extra work is found necessary or desirable by the City arising out of or causing the modification of the specification or plans, an order for extra work shall be made and valid only by an executed Change Order. All work so ordered must be performed by the Contractor. The amount of compensation to be paid to the Contractor for any work so ordered shall be determined as follows:

- A. By such applicable unit prices, if any, as are set forth in the Contract; or
- B. If no such unit prices are set forth, then by a lump sum or other unit price mutually agreed upon by the City and the Contractor; or
- C. If no such unit prices are set forth in the Contract, and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed, and the cost shall be determined as follows:
 - 1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon, to which shall be added an amount equal to 15 per cent of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.
 - 2) For all materials used, the Contractor shall receive the actual cost of such materials delivered at the site and previously approved delivery point as established by original receipted bills. No percentage or extra charge shall be added to this cost.

3) For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economic performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage or extra charge shall be added to this sum.

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

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

Claim for payment for extra work shall be submitted by the Contractor upon a verified statement supported by receipted bills. Such statements shall be submitted for the current contract payment for the month in which the extra work was done. No claim for extra work shall be allowed unless the same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

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

8.2 Assignment of Interest in Contract

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

8.3 Other Entity Use

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

8.4 Inspection

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

8.5 Rights and Benefits

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

8.6 Liquidated Damages

The Contractor agrees pay to the City, as damages for non-completion of the work within the time stipulated

for its completion, one hundred dollars (\$100.00) for each and every day for the first thirty (30) days and five hundred dollars (\$500.00) for each and every day thereafter, which exceeds the stipulated time for its completion. This amount is fixed and determined by the parties hereto as liquidated damages that the City will suffer by reason of such default, and not by way of penalty.

The City is hereby authorized to deduct any and all liquidated damages from the moneys which may be due or become due said Contractor for the work under this Contract, or as much thereof as the City may, at its own option, deem just and reasonable.

8.7 Miscellaneous

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

Section 9. Indemnification of City

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

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

Section 10. Insurance.

10.1. Requirements

Contractor shall procure and maintain insurance, in the amounts required in Section 1.6 of the Invitation to Bid. The City by and through its Risk Manager or City Attorney, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Financial Strength Rating (FSR) of at least A or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review a copy of Contractor's most recent annual report, or audited financial statement, or corporate tax return. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements.

10.2 Certificate of Insurance

The Contractor shall cause a Certificate of Insurance to be issued to the City, naming the "City of Stuart, Florida, its officials, employees and agents" as Named Insureds for all insurances pertaining. Such insurance must contain a provision for notification of the City 30 days in advance of any material change or cancellation. Certificates of all insurance required from the Contractor shall be attached to this Contract, made a part thereof, and shall be subject to the City's approval for adequacy.

10.3 Professional Standards

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

10.4 Non-Appropriation

This Contract shall be deemed effective, and continuing, only to the extent of the annual appropriations available and made by the City Commission.

Section 11. General Conditions

11.1 Venue in Martin County

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

11.2 Laws of Florida

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

11.3 Attorney's Fees and Costs

In the event the event of a breach or default in the performance of any of the terms, covenants and conditions of this Contract, requiring a legal action to enforce the terms of the Contract, including without limitation, damages, specific performance, injunction, or any other legal action, the prevailing party shall be entitled to all reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

11.4 Mediation as Condition Precedent to Litigation

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

11.5 Contract Amendment

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

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement

shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

11.6 Contractual Authority

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

11.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under Section 768.20, Florida Statutes, as amended from time to time.

Section 12. Public Records

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

Note: In compliance with Section 119.12, Florida Statutes, if the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at mkindel@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL 34994.

Furthermore, in compliance with F.S. 119.0701 the Contractor shall:

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

- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I. A notice complies with subparagraph 2 above if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 13. **Reserved**

Section 14. **Scrutinized Companies List**

Pursuant to Sections 287.135, 215.4725, and 215.473, Florida Statutes prohibiting agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria; Contractor hereby certifies that it does not contract for such goods or services in any amount whatsoever, at the time of submitting to this ITB; and agrees that it shall not contract for such goods or services through the term of this Contract, including any renewals or extensions.

By signature on this Contract, Contractor certifies and attests, under penalty of perjury, that firm is not on any list, engaged in any business operations, or participating in any activities as specified in this section. If firm is found to be in violation of this Section, the Contract shall be terminated; and submission of such a false certification may subject Contractor to civil penalties, attorney's fees, and costs.

Section 15. **Exhibits**

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

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

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

Exhibit C - "Performance and Payment Bond"

Exhibit D- "Certificate of Insurance"

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page

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

CITY OF STUART, FLORIDA

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MORTELL
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

PAUL J. NICOLETTI
INTERIM CITY ATTORNEY

CONTRACTOR


(Signature)

JOSHUA M. CRAWFORD
Printed Name

CEO
Title

Exhibit A

Proposal as Submitted by Respondent and Accepted by City

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
GENERAL					
1	Mobilization	1	LS	\$25,350.49	\$25,350.49
2	Construction Survey (Layout)	1	LS	\$2,833.53	\$2,833.53
3	Construction Survey (As-Built)	1	LS	\$5,312.88	\$5,312.88
4	Maintenance of Traffic	1	LS	\$1,713.72	\$1,713.72
5	Floating Turbidity Barrier - Temporary	70	LF	\$30.44	\$2,130.80
6	Staked Silt Fence, Type III - Temporary	80	LF	\$5.60	\$448.00
7	Demolition, Clearing, Grubbing	1	LS	\$9,681.03	\$9,681.03
8	Plantings	1	LS	\$12,290.99	\$12,290.99
9	Removals	1	LS	\$832.19	\$832.19
10	Outdoor Furniture	1	LS	\$6,113.31	\$6,113.31
11	Hardscape	1	LS	\$7,847.16	\$7,847.16
12	Irrigation	1	LS	\$19,834.72	\$19,834.72
	Gabions (2'x2'x12' Dura-Guard inc Rock, Hog				
13	Rings, Fabric)	11	EA	\$5,805.42	\$63,859.62
14	Rip Rap (Bank and Shore)	150	TN	\$261.41	\$39,211.50
15	Restore / Sod Disturbed Areas	1	LS	\$5,584.88	\$5,584.88
16	Wood Slat Fence Repair/Replacement	1	LS	\$2,727.28	\$2,727.28
17	Grant Signage	1	LS	\$1,700.12	\$1,700.12
	Total				\$207,472.22



INVITATION TO BID

2023-108

SE ILLINOIS AVE. LIVING SHORELINE PROJECT

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

RELEASE DATE: June 20, 2023

DEADLINE FOR QUESTIONS: July 14, 2023

RESPONSE DEADLINE: July 26, 2023, 2:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/stuartfl>

City of Stuart
INVITATION TO BID
SE ILLINOIS AVE. LIVING SHORELINE PROJECT

I.	Advertisement
II.	Introduction
III.	Instructions to Bidders
IV.	General Information
V.	Scope of Work
VI.	Pricing Proposal
VII.	Vendor Questionnaire.....

Attachments:

A - 02 2023-0123 SE Illinois Avenue FDEP Exemption

B - 05 2023-0322 SE Illinois Avenue Landscape and Irrigation Bid Set

C - 1783.24.1 - COS SE Illinois Avenue Living Shoreline Design BID SET

D - 01 2022-0922 SE Illinois Avenue Seagrass Survey

1. ADVERTISEMENT

CITY OF STUART

2023-108

SE ILLINOIS AVE. LIVING SHORELINE PROJECT

Advertisement

The City encourages E-Bidding through OpenGov Procurement at <https://procurement.opengov.com/portal/stuartfl>. SE ILLINOIS AVE. LIVING SHORELINE PROJECT will be received by the City of Stuart at the Procurement Office, 121 S.W. Flagler Avenue, Stuart, Florida, 34994, until Wednesday, July 26, 2023 at 2:30 pm.

A non-mandatory meeting schedule for July 10, 2023 @ 1:00pm Annex Conference Room 300 SW Saint Lucie Blvd. Stuart, Florida 34994

If submitting via mail than please submit an original, two (2) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive must be submitted in sealed envelopes/packages addressed to Purchasing Division, City of Stuart, and marked "2023-108, SE ILLINOIS AVE. LIVING SHORELINE PROJECT. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened

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

Mail/Overnight/Hand Deliver Submittal Responses to:

Stuart City Hall

Procurement Office

121 S.W. Flagler Avenue

Stuart, Florida 34994

Mark outside of envelope: 2023-108, SE ILLINOIS AVE. LIVING SHORELINE PROJECT

Published: Tuesday, June 20, 2023

2. INTRODUCTION

2.1. Summary

The City of Stuart Public Works Department would like to request an Invitation to Bid (ITB) for the City of Stuart SE Illinois Ave. Living Shoreline Project. The purpose of this bid is to solicit qualified underground utility & excavation contractors to submit bids for construction of the SE Illinois Ave. Living Shoreline Project. The project consists of erosion control, vegetation removal, placement of Gabions, grading, placement of rip-rap, landscaping, hardscape and construction/restoration. Work shall include furnishing all labor, materials, and equipment to complete the work as specified and in accordance with the drawings, specifications, and other contract documents.

2.2. 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.

2.3. Contact Information

Alaina Knofla

Procurement Coordinator

121 S.W. Flagler Avenue

Stuart, FL 34994-2172

Email: aknofla@ci.stuart.fl.us

Phone: [\(772\) 288-5320](tel:(772)288-5320)

Department:

Public Works

2.4. Timeline

Release Project Date	June 20, 2023
Pre-Proposal Meeting (Non-Mandatory)	July 10, 2023, 1:00pm Annex Conference Room 300 SW Saint Lucie Blvd. Stuart, Florida 34994
Question Submission Deadline	July 14, 2023, 4:00pm

Proposal Submission Deadline	July 26, 2023, 2:30pm Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 289 553 494 703 Passcode: ruVBvn Download Teams Join on the web Or call in (audio only) +1 872-242-8065,,895716156# United States, Chicago Phone Conference ID: 895 716 156# Find a local number Reset PIN Learn More Meeting options
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3. INSTRUCTIONS TO BIDDERS

3.1. Submittal

Each bidder shall furnish the information required on the bid schedule and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format are subject to disqualification.

The City of Stuart is registered with OpenGov Procurement, you may submit your bid electronically by registering on the City's e-Procurement Portal <https://procurement.opengov.com/portal/stuartfl>. Otherwise, all bids must be submitted in a sealed envelope plainly marked on the outside with the invitation to bid number, date and time of opening.

If not submitting electronically then an original, two (2) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive must be submitted in sealed envelopes/packages addressed to Purchasing Division, City of Stuart by the due date and time. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement Office, 121 SW Flagler Avenue, Stuart, Florida 34994, not later than 2:30 pm, on the day and date shown above. Any received after this date and time will not be accepted or considered and will be returned unopened to the bidder. No telegraphic or facsimile offers will be considered.

3.2. City Representative

Bidders are requested not to contact the City Commission, requesting/evaluating Departments or Divisions from the time of the issuance of the solicitation or advertisement until such time as the agency provides notice of an intended decision or until thirty (30) days after opening 'the bids, whichever is earlier. Any questions from bidders or evaluating Departments or Divisions will be answered through the Procurement Division.

Alaina Knofla

Procurement Coordinator

aknofla@ci.stuart.fl.us

(772) 288-5320

3.3. Bid Opening

Bids will be opened and read aloud via Teams you may join by logging into:

Microsoft Teams meeting

Join on your computer, mobile app or room device

Click here to join the meeting

Meeting ID: 289 553 494 703

Passcode: ruVBvn

Download Teams | Join on the web

Or call in (audio only)

+1 872-242-8065,,895716156# United States, Chicago
Phone Conference ID: 895 716 156#
Find a local number | Reset PIN
Learn More | Meeting options

3.4. Withdrawal of Bids

Bids may not be withdrawn for a period of 30 days after the public opening date.

3.5. Protest

Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid, selection or award recommendation shall file such protest in writing to the Stuart City Manager with a copy to the Financial Services Director.

3.6. Questions and Answers

The City will not respond to oral inquiries. Bidders shall submit all inquiries regarding this bid via the City's e-Procurement Portal, located at <https://secure.procurenow.com/portal/stuartfl>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries.

All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

Respondents may not contact any member of the selection committee, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the e-procurement portal.

3.7. Addenda

<https://procurement.opengov.com/portal/stuartflo> register for an account via the City's e-Procurement Portal hosted by OpenGov Procurement. Once bidder has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each bidder to periodically check the site for any addenda at <https://secure.procurenow.com/portal/stuartfl>.

3.8. Delivery

Product delivery shall be a factor in award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.

Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.

3.9. Right to Reject

The City reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its sole judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or be borne by the City.

3.10. Miscellaneous

<https://procurement.opengov.com/portal/stuartfl> the terms and conditions of this solicitation.

Please check your prices before submitting your bid, as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. Be sure your bid is signed.

All items quoted must be in compliance with the specifications. Alternate bids will not be considered unless they are specifically called for in this solicitation.

The City may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

Bids may be received up to but not later than Wednesday, July 26, 2023 at 2:30 pm via the City's e-Procurement Portal located at <https://secure.procurenow.com/portal/stuartfl>. The City's e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City of Stuart strongly recommends completing your response well ahead of the deadline.

Failure to comply with these instructions may result in disqualification of your bid.

4. GENERAL INFORMATION

4.1. Delays

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addenda submitted to the City.

4.2. Qualification Submission and Withdrawal

The City will receive all proposals at the following addresses:

The City prefers electronic submission of bids and proposals. Please submit electronic responses via the City e-Procurement Portal <https://procurement.opengov.com/portal/stuartfl>. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

If you would like to submit a paper copy please submit at the following address:

Stuart City Hall

Procurement Office

121 S.W. Flagler Avenue

Stuart, Florida 34994

To facilitate processing, please mark the outside of the envelope as follows: 2023-108 "SE ILLINOIS AVE. LIVING SHORELINE PROJECT" The envelope shall also include the bidder's return address.

If not submitting electronically, respondents must submit one (1) original and two (2) copies of the proposal submittal with each marked "COPY", and **one (1) electronic copy (PDF format preferred) on a CD** in a sealed envelope marked as noted above. A bidder may submit the proposal by personal delivery, mail, or express shipping service.

THE CITY MUST RECEIVE ALL BIDS BY

2:30 pm ON Wednesday, July 26, 2023

Due to the irregularity of mail service, the City cautions bidders to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement Office, as specified above, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 288-5320, before proposal closing time. A proposal received by the City Procurement Office after the established deadline will be retained unopened.

Bidders may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Bidders may withdraw their submissions in person or by an authorized representative. Bidders and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives) and provide the City with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a

public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

4.3. Addenda

<https://procurement.opengov.com/portal/stuartfl> register for an account via the City's e-Procurement Portal hosted by ProcureNow. Once bidder has completed registration, you will receive addenda notifications to your email by clicking "Follow" on this project. Ultimately, it is sole responsibility of each bidder to periodically check the site for any addenda at <https://secure.procurenow.com/portal/stuartfl>

4.4. Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

4.5. Insurance

Proof of the following insurance will be furnished by the successful bidder by certificate of insurance, which name the City of Stuart its offices, board members, employees, and agents as additional insured on general liability & automobile liability insurance policies. The policies must be specifically endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. The City by and through risk management department and in cooperation with the contracting department, reserves the rights to review, modify reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A-VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not obligation, to review and request or audited financial statement.

All contractors, including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the professional and/or subcontractor providing such insurance.

Workers' Compensation: with limits equal to Florida statutory requirements. Employers' liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under federal workers compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided.

If the contractor maintains higher limits than the minimums shown above, the City of Stuart requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Management department.

Commercial General Liability: insurance, Occurrence Form – ISO CG 0001 or equivalent, including Contractual Liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

- A. Each occurrence \$5,000,000
- B. Personal/advertising injury \$1,000,000
- C. Products/completed operations aggregate \$3,000,000
- D. General aggregate \$10,000,00
- E. Fire damage \$100,000 Any 1 fire
- F. Medical expense \$10,000 Any 1 person

An additional insured endorsement must be attached to the certificate of insurance and must include coverage for completed operations (ISO forms CG2010 & CG2037) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of 10 years date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City of Stuart. Policy shall contain no exclusion for third party action-over claims (injury to subcontract workers). If applicable, there shall be no exclusion for EIFS. Coverage should extend to independent contractors and fellow employees. Contractual liability is to be included. Any cross-liability exclusion should not extend to Additional Insured's.

Any subcontractors or independent contractors utilized must list the City of Stuart as additional insured including completed operations (ISO Forms CG 2038 & CG 2037).

Business Auto Liability: Must cover any auto (all owned, hired, and non-owned autos) with limits of not less than \$1,000,000 per accident. In the event bidder does not own any automobiles, the City of Stuart will accept proof of hired and non-owned auto liability only. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

Insurance Requirements:— Fifteen (15) days prior to the commencement of any Work under the Contract Documents, a certificate of insurance shall be provided to the City of Stuart for review and approval. The certificate shall provide that: (a) City of Stuart as Owner and named as an additional insured on the commercial general liability, auto liability, and Contractor's Builders' Risk "All Risk" insurance policies; (b) the Contractor's insurance coverage shall be primary; and (c) City of Stuart as Owner and will be given thirty (30) days' notice prior to cancellation or modification of any required insurance and such notice shall be in writing by registered mail, return receipt requested and addressed to the City of Stuart. The Contractor shall be responsible to ensure that all subcontractors comply with all insurance requirements of the Contract Documents.

All coverage shall be maintained without interruption from the date of commencement of the Work and remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07 of the General Conditions. In addition, with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, such insurance shall remain in effect for at least two years after final

payment. Contractor shall furnish Owner and Engineer with evidence satisfactory to Owner of the continuation of such insurance at final payment and again one year thereafter, so that Owner is assured of such continuing coverage.

All insurers must be authorized to do business in Florida and have a Best Key Rating of A- VII.

Certificates of Insurance: The Proposer, upon notice of award, will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

- A. The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
- B. Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- C. The City of Stuart and Consultant is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance, Business Automobile Liability Insurance.
- D. The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:
 - 1. City of Stuart 121S.W. Flagler Avenue Stuart, FL 34994
- E. No City Division, Department, or individual name should appear on the certificate. NO OTHER FORMAT WILL BE ACCEPTABLE.
- F. The "Acord" certification of insurance form should be used.

4.6. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in s. 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

4.7. Suspended Vendor

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information or List will not be considered for award. The Suspended Vendor List is available on the State's website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

4.8. Assignment & Subcontracting

The successful bidder will not be permitted to assign its contract with the City without obtaining prior written approval of the City of Stuart. If a vendor subcontracts any portion of a contract for any reason, the bidder must include, in writing the name and address of the Subcontractor. Name of the person to be contacted, include telephone number and extent of work to be performed. This information is to be submitted with bid response. If vendor should need to change subcontractor information, changes are subject to the approval by the City. The City reserves the right to reject a proposal of any bidder if the proposal names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award.

4.9. Public Records

Bids become “public records” and shall be subject to public disclosure consistent with Chapter 119.07 Florida Statutes. Document files may be examined, during normal working hours by appointment. Requested information in this ITB will not be considered confidential and/or proprietary.

PUBLIC RECORDS LAW: Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

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

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

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor

shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

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

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

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

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

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

4.10. Licenses

Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of bid receipt. The proposal of any Bidder that is not fully licensed and certified shall be rejected.

4.11. Business Tax Receipt

Bidder shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the bid.

4.12. Other Governmental Entities

When there is sufficient capacity or quantities available, awarded bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms, conditions, and prices of the bid and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

4.13. Contract Amendment

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

4.14. Non Exclusive Contract

CONTRACTOR agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

4.15. Estimated Quantities

It shall be understood and agreed that quantities designated herein are estimated only and may be increased or decreased in accordance with the actual requirements of the City. The City may require modifications and changes to this contract, as it relates to quantities, areas, frequency of services and specified services. The Contractor shall provide the City with the cost for such additional services. All rates shall be in accordance with the unit cost structure submitted by the contractor and accepted by the City.

4.16. Default

In the event that the Contractor cannot respond adequately to the needs of the City by reason of equipment failure or any other reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

4.17. Background Information

As part of the evaluation process, the City reserves the right, to require a Bidder to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Bidder, including past performance (experience) with the City by the Bidder or any of their Owners.

4.18. Competency of Respondents

Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this ITB and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the

services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

4.19. Additional Information

It is the intent of the bid and construction documents to have a finished project at completion of construction. Thus, the Bidder shall include all costs associated with the construction documents to ensure a full and complete bid for the construction and associated site work. If a specific bid quantity is not listed in the construction and bid documents, it is the contractor's responsibility to include such items in like or in associated bid items. All work for this project, including but not limited to, all profit and overhead, incidentals, all labor, supervision, testing, machinery, equipment,

4.20. Extra Work

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

- A. By such applicable unit prices, if any, as are set forth in the contract; or
- B. If no such unit prices are so set forth, then by a lump sum or other unit prices mutually agreed upon by the City and the Contractor; or
- C. If no such unit prices are so set forth in the contract and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed and the cost shall be determined as follows:
 - A. For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon, to which shall be added an amount equal to 15 per cent of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.
 - B. For all materials used, the Contractor shall receive the actual cost of such materials delivered at the site and previously approved delivery point as established by original receipted bills. No percentage shall be added to this cost.
 - C. For special equipment and machinery such as power driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economic performance of the authorized work,

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

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

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

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

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

4.21. Minimum Qualifications and Experience

This ITB shall be awarded only to a responsive and responsible proposer, qualified to provide the work specified. The proposer should submit the following information with their proposal response package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the proposal response being considered non-responsive.

A. Proposer must be a Certified General Contractor licensed in the State of Florida and be regularly engaged in marine construction of this type.

B. Contractor shall provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years and provide details of the following: scope of work, location, dates of service, names, addresses and phone numbers of owners.

C. The Contractor must use trained personnel with adequate experience and skills to perform the work and provide information related to similar work performed within the last five (5) years.

5. SCOPE OF WORK

5.1. Purpose

The Purpose of this bid is to solicit licensed general contractors to submit bids for construction of SE Illinois Ave. Living Shoreline Project. The project consists of erosion control, vegetation removal, placement of Gabions, grading, placement of rip-rap, landscaping, hardscape and construction/restoration. Work shall include furnishing all labor, materials, and equipment to complete the work as specified and in accordance with the drawings, specifications, and other contract documents.

All performance of the Contract Work shall be completed within one hundred eighty (180) calendar days of the date of issuance of the NTP.

5.2. Liquidated Damages

The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one hundred dollars (\$100.00) for each and every day for the first thirty (30) days and five hundred dollars (\$500.00) for each and every day thereafter, which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty. The party of the first part is hereby authorized to deduct the said sum (as specified above) from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

5.3. Start of Work and Time for Completion

It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a proposal response, successful respondent agrees to start the work within ten (10) days of issuance of Notice to Proceed. All performance of the Contract Work shall be completed within hundred and eighty (180) calendar days of the date of issuance of the NTP. Commencement of the Contract Work by the Contractor shall be deemed a waiver of the NTP and shall constitute the date of commencement for the purpose of the completion deadline.

5.4. Site Inspection

A. It is the bidder's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities.

B. The contractor is to verify to his own satisfaction the figures appearing in these specifications. The SE Illinois Ave. Living Shoreline project, as described, at the prices proposed on the proposal form. After award, no extra charge or compensation will be allowed by the City as a result of differences between actual materials and labor, unless by reason of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to acts of God or neglect of any other contractor.

5.5. Equipment

All equipment to be utilized by the successful bidder to perform, as detailed herein must be approved by the Public Works Director; or his designee. The contractor specifically agrees to remove and replace any equipment judged by the City to be poorly operating excessively noisy or dirty or in any other meaningful way disturbing to the public welfare.

5.6. Inspection and Direction

The work will be conducted under the general direction of the Public Works Director or designee, and is subject to inspection to insure compliance with the terms of the bid. The Public Works Director or designee will make final inspection of the work covered by this contract when it is completed and finished in all respect in accordance with specifications and must be approved before payment is made. The contractor will notify the City upon completion of replacement, repair or maintenance and the City agrees to provide inspection of the reported work within two (2) working days following the report of work completion. Any work found to be unsatisfactory by the City shall be reported to the contractor within that same period. The contractor agrees to finish all work to the satisfaction of the City, at no additional cost, prior to receiving payment for such work.

5.7. Invoicing and Payment

The City requires a firm price for each contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through each contract term will be grounds for contract termination. Payment will be made upon completion and acceptance of the work, net 30 days.

5.8. BUSINESS OPERATIONS

A. Hours of Operation: Unless otherwise directed by the Public Works Director; or his designee, the successful Contractor(s) shall insure that the following schedule is adhered to and services as required must be scheduled to insure that all work occurs between the hours of 7:00 AM and 5:00 PM; All work performed outside of hours of operation must be approved in advanced by an authorized representative of the City.

B. Inclement Weather Conditions: Upon approval by the Public Works Director or designee, the Contractor may cease operations of services during inclement weather conditions.

C. Observed Holidays New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day & Day After, Christmas Eve & Day.

5.9. Public Safety and Convenience

In the Contractor's use of streets and parking lots for the work to be done under these specifications, he/she shall conform to all Municipal, County, State and federal laws and regulations as applicable. The Contractor shall at all times so conduct his/her work so as to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of work, and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property, in a manner satisfactory to the Public Works Director or appointed designee. There shall be no obstruction of the travel lanes between the hours of 7:00-9:00 am and 4:00-6:00 pm without approval from the Public Works Director or designee.

5.10. Protection of Property

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a satisfactory, workmanlike manner. The Contractor shall at all times guard against damage or loss to the property of the City of Stuart, including but not limited to safeguard sidewalks, curbing, road surfaces and motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the Contractor and shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor. The City of Stuart may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or their agents.

5.11. Time of Starting Work

The work embraced in this contract shall be actively begun within ten days after notice has been given by the Engineer or Owner to commence construction. The work shall be carried on regularly and uninterruptedly with sufficient force to ensure its completion within the time specified in the bid. Days when weather conditions prevent the continuance of the work shall not be charged against the contract time. Failure to do so shall render the Contractor liable to the City of Stuart in the amount of one hundred dollars (\$100.00) as liquidated damages for each and every day's delay in commencing work. For reasons satisfactory to the Owner, said Owner may, at its own option, waive any claims on the Contractor for damages here referred to. The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project(s); and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

5.12. Bond Guarantee

A proposal guarantee must be submitted with the proposal, if the total amount proposed exceeds \$50,000. The bond shall be in an amount equal to ten percent (10%) of the total amount. The guarantee may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, a Cashier's Check or a Certified Check (checks made payable to The City of Stuart). Purpose of the proposal guarantee is to assure the apparent low, responsive and responsible bidder will enter into a contract to provide the described services. Should the bidder not enter into a contract the proposal guarantee shall be retained by the City to defray the additional costs of either awarding to the second low, responsive and responsible bidder or re-advertise and re-solicit the project.

5.13. Payment and Performance Bond

The successful bidder, when awarded a contract, will be required to furnish payment and performance bonds with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work

5.14. Accessibility Standards

In respect to the supply and/or installation of the services and/or items as outlined under this bid/contract; the Bidder/Contractor certifies that the work will be done or the item provided is in

compliance with the applicable ADA Standards and/or in compliance with the Florida Accessibility Code for Building Construction. All applicable shop drawings will be submitted for review to ensure that the product or the work as required by this bid is in compliance with the applicable ADA Standards and/or in compliance with the Florida Accessibility Code for Building Construction.

5.15. Suspension of Work Due to Weather

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspension shall be final and binding. During the suspension of the work for any cause, it must be suitably covered and protected so as to preserve it from injury by the weather or otherwise. If the Engineer shall so direct, the rubbish and surplus material shall be removed.

The Contractor shall not be entitled to any extension of time for delays resulting from weather unless the Contractor has requested, in writing, to the City by 11 am the day of the weather delay. If the Owner or Engineer orders the suspension of work due to inclement weather, the Contractor shall receive an extension of time for the full period when such suspension is in effect until the suspension is lifted by the Owner/Engineer.

5.16. Contractor's Understanding

The party of the second part hereby admits and agrees that he has carefully read and considered the instructions to bidders herewith, and that he has made his proposal and hereby makes this Contract with full knowledge and acquiescence therein.

5.17. Subcontractor

The Contractor shall not sublet the whole or any part of the work without the written consent and approval of the Procurement & Contracting Services Manager. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Procurement Manager, a list of all subcontractors. No work shall be done by any subcontractor until such subcontractor has been officially approved by the Procurement Coordinator. A subcontractor not appearing on original list will not be approved without written request submitted to the Procurement Coordinator and approved by the Owner. In all cases, the Contractor shall give his personal attention to the work of the subcontractors and the subcontractor is liable to be discharged by the Engineer for neglect of duty, incompetence or misconduct.

6. PRICING PROPOSAL

BID SCHEDULE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
GENERAL					
1	Mobilization	1	LS		
2	Construction Survey (Layout)	1	LS		
3	Construction Survey (As-Built)	1	LS		
4	Maintenance of Traffic	1	LS		
5	Floating Turbidity Barrier - Temporary	70	LF		
6	Staked Silt Fence, Type III - Temporary	80	LF		
7	Demolition, Clearing, Grubbing	1	LS		
8	Plantings	1	LS		
9	Removals	1	LS		
10	Outdoor Furniture	1	LS		
11	Hardscape	1	LS		
12	Irrigation	1	LS		
13	Gabions (2'x2'x12' Dura-Guard inc Rock, Hog Rings, Fabric)	11	EA		
14	Rip Rap (Bank and Shore)	150	TN		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15	Restore / Sod Disturbed Areas	1	LS		
16	Wood Slat Fence Repair/Replacement	1	LS		
17	Grant Signage	1	LS		
TOTAL					

7. VENDOR QUESTIONNAIRE

7.1. [Proposal Checklist](#)

Please download the below documents, complete, and upload.

- [Checklist.pdf](#)

7.2. [Certification*](#)

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

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

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

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

☐ Please confirm

*Response required

7.3. [Safety Standards Certification*](#)

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

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

*Response required

7.4. [References Form*](#)

Please download the below documents, complete, and upload.

- [Refernces Form.pdf](#)

*Response required

7.5. [Schedule of Subcontractors Participation *](#)

Please download the below documents, complete, and upload.

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

*Response required

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

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

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

*Response required

7.7. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

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

*Response required

7.8. Public Entity Crimes*

Please download the below documents, complete, and upload.

- [Public Entity Crimes .pdf](#)

*Response required

7.9. Suspended Vendor List*

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

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

Please identify your legal company name here:

*Response required

7.10. Scrutinized List of Prohibited Companies List*

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

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

Please identify your legal company name here:

*Response required

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

By entering into a contract with the City of Stuart, you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Further, by your entering into a contract, you affirm and represent that you are registered with the E-Verify system and are using same, and will continue to use same as required by Section 448.095, Fla. Stat. Compliance with Section 448.095, Fla. Stat., includes, but is not limited to, utilization of the E-Verify System

to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.”

*Response required

7.12. [Additional Information- bid bond, license, insurance, sun biz, ect. *](#)

*Response required

**FRONT PAGE OF
PUBLIC PAYMENT BOND**
Florida Statute 255.05

BOND NO. 609-101351-1

CONTRACTOR: Edens Benton, Inc
2850 SE Market Place, Ste 2
Stuart, FL 34997
561-996-6822

SURETY: United States Fire Insurance Company
305 Madison Avenue,
Morristown, NJ 07962
973-490-6600

AGENT: Nielson, Rosenhaus & Associates, Inc
220 Congress Park Drive, Suite 100
Delray Beach, FL 33445
561-454-8201

OBLIGEE: City of Stuart
121 SW Flagler Avenue,
Stuart, FL 34994
772-288-5300

PROJECT: 2023-108 – SE Illinois Avenue Shoreline Project

LOCATION: Stuart, FL



Bond No. 609-101351-1

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Edens Benton, Inc
2850 SE Market Place, Ste 2
Stuart, FL 34997

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960
Mailing Address for Notices

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

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

OWNER:

(Name, legal status and address)

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

CONSTRUCTION CONTRACT

Date: August 28, 2023

Amount: \$ 207,472.22 Two Hundred Seven Thousand Four Hundred Seventy Two Dollars and 22/100

Description:

(Name and location)

2023-108 - SE Illinois Avenue Shoreline Project

BOND

Date: August 28, 2023

(Not earlier than Construction Contract Date)

Amount: \$ 207,472.22 Two Hundred Seven Thousand Four Hundred Seventy Two Dollars and 22/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Edens Benton, Inc

Signature: 

Name JOSHUA M. CRAWFORD
and Title: CEO

SURETY

Company: (Corporate Seal)

United States Fire Insurance Company

Signature: 

Name Brett Rosenhaus
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Nielson

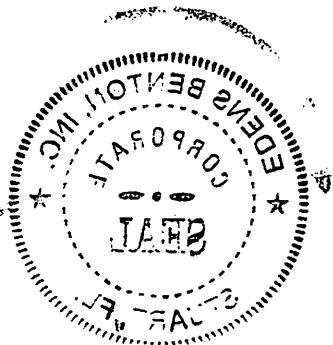
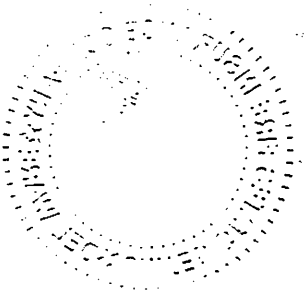
220 Congress Park Drive, Suite 100
Delray Beach, FL 33445
561.454.8210

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

S-1852/AS 8/10





§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: 
Name and Title: JOSEPH M. CRAWFORD
Address: CEO

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Bond No. 609-101351-1

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Edens Benton, Inc
2850 SE Market Place, Ste 2
Stuart, FL 34997

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960
Mailing Address for Notices

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

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

OWNER:

(Name, legal status and address)

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

CONSTRUCTION CONTRACT

Date: August 28, 2023

Amount: \$207,472.22 Two Hundred Seven Thousand Four Hundred Seventy Two Dollars and 22/100

Description:

(Name and location)

2023-108 - SE Illinois Avenue Shoreline Project

BOND

Date: August 28, 2023

(Not earlier than Construction Contract Date)

Amount: \$207,472.22 Two Hundred Seven Thousand Four Hundred Seventy Two Dollars and 22/100

Modifications to this Bond: ☐ None ☒ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Edens Benton, Inc

Signature:

Name JOSHUA M. CRAWFORD, CEO
and Title:

SURETY

Company: (Corporate Seal)

United States Fire Insurance Company

Signature:

Name Brett Rosenhaus
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Nielson
220 Congress Park Drive, Suite 100
Delray Beach, FL 33445
561.454.8210

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



THE UNITED STATES OF AMERICA

DEPARTMENT OF JUSTICE

WASHINGTON, D.C.

OFFICE OF THE ATTORNEY GENERAL

WASHINGTON, D.C.

UNITED STATES OF AMERICA

WASHINGTON, D.C.

UNITED STATES OF AMERICA

UNITED STATES OF AMERICA

UNITED STATES OF AMERICA

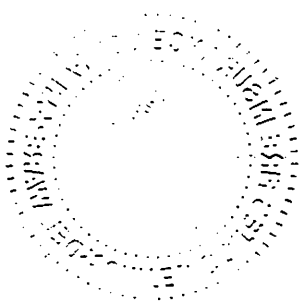
UNITED STATES OF AMERICA

UNITED STATES OF AMERICA

UNITED STATES OF AMERICA

UNITED STATES OF AMERICA

UNITED STATES OF AMERICA



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES,
INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2)
AND 255.05(1), ARE INCORPORATED IN THIS BOND BY REFERENCE.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0272523

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brett Rosenhaus, Dale Belis, Christian Collins

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2024.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

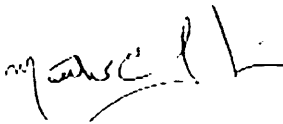
(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

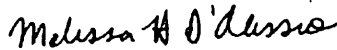
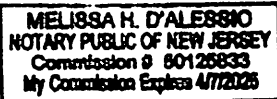
UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 28th day of August 20 23

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright, Senior Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/07/23

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

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

PRODUCER	CONTACT NAME: RYEN MARINE INSURANCE GROUP INC
RYEN MARINE INSURANCE GROUP INC	PHONE (A/C, No, Ext): (772)242-1045
221 S Ocean Drive Ste C	FAX (A/C, No): (772)934-3712
Fort Pierce, FL 34949	E-MAIL ADDRESS: sue@insuremarine.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: New York Marine & General
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Marine GL/P&I (2 crew, ex-cargo) ☒ Pollution: Sudden & Accidental GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		ML202200002277	12/04/22	12/04/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y		ML202200002278	12/04/22	12/04/23	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC202200018467 (Incl USLH)	12/04/22	12/04/23	☒ PER STATUTE ☒ OTH-ER USL&H E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	A) Blanket Equipment A) Hull/Machinery (3-barges, 1-pushboat) #ML202200002277			IM202200006058	12/04/22	12/04/23	Equio Catastroohe Limit \$733,359 Equipment Limit/Item \$172,500 Vessels H/M \$639,000

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

Marine contractor. Regarding the general liability, including Products and Completed Operations, and umbrella insurance, the City of Stuart, its officers, board members, employees, agents and consultants are listed as additional insureds with respect to work performed by the insured as per written contract. The general liability is considered Primary and Non-Contributory. The workers' compensation and USL&H insurance include Waivers of Subrogation in favor of the City of Stuart. Ref. Project: 2023-108, Illinois Avenue Shoreline Project.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/11/2023

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

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

PRODUCER Brightway Insurance P.O. Box 5700 Jacksonville FL 32247		CONTACT NAME: Commercial Team PHONE (A/C, No, Ext): (855) 841-3135 FAX (A/C, No): (904) 322-5928 E-MAIL: certificate@brightway.com ADDRESS:	
INSURED Roy Benton, DBA; Edens Benton Inc. 12711 McGregor Blvd Fort Myers FL 33919		INSURER(S) AFFORDING COVERAGE INSURER A: Security National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 33120	

COVERAGES

CERTIFICATE NUMBER: CL2333196271

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	M00000382203	03/12/2023	03/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Stuart, its offices, board members, employees, and agents are listed as Additional Insured on a primary and non-contributory basis. Waiver of Subrogation applies. 10 day notice of cancellation for non-payment of premium, 30 day notice for any other reason.

Project Number and Project Name:
2023-108, Illinois Avenue Shoreline Project.

CERTIFICATE HOLDER

CANCELLATION

City of Stuart 1215 W. Flagler Avenue Stuart FL 34994	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ENDORSEMENT #8

NAMED INSURED AMENDMENT ENDORSEMENT

Effective 02/15/2023, and in consideration of the premium charged herein, it is hereby understood and agreed that the **LONGSHORE+ MARINE CONTRACTORS PACKAGE POLICY DECLARATIONS, Named Insured** is amended to read as follows:

Edens Benton, Inc.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

Assured: Edens Benton, Inc. Policy Number: ML2022200002277 Issue Date: March 10, 2023	Writing Company: New York Marine & General Insurance Company	
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ENDORSEMENT #1

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following

MARINE GENERAL LIABILITY COVERAGES

PROTECTION AND INDEMNITY INCLUDING MARINE EMPLOYMENT LIABILITY:

Name of State Or Governmental Agency Or Subdivision Or Political Subdivision:

Blanket when required by written contract.

"Who Is An Insured" under the Marine General Liability Section of the Longshore+ Marine Package Policy is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.**
- 2. This insurance does not apply to: a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".**

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED

ENDORSEMENT #2

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

MARINE GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Blanket when required by written contract.

A. “Who Is An Insured” under the Marine General Liability section of the Longshore+ Marine Package Policy is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED

ENDORSEMENT #4

BLANKET WAIVER OF SUBROGATION

It is agreed that the Company waives any rights of subrogation to which it may be entitled if prior to loss the Insured has agreed to such waiver in writing, but only to the extent required by said written agreement.

It is further agreed that there shall be no coverage for any liability arising under this endorsement unless such liability is covered by valid and collectible underlying insurance as listed in the Schedule of Underlying Insurance, for the full limit shown therein, and then only for such hazards for which coverage is afforded under said underlying insurance.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

ENDORSEMENT #20

BUMBERSHOOT NAMED INSURED AMENDMENT ENDORSEMENT

Effective 02/15/2023, and in consideration of the premium charged herein, it is hereby understood and agreed that the **"BUMBERSHOOT" WORDING, DECLARATIONS, I. NAMED ASSURED** is amended to read as follows:

Edens Benton, Inc.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

Assured: Edens Benton, Inc. Policy Number: ML2022200002278 Issue Date: March 10, 2023	Writing Company: New York Marine & General Insurance Company	
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ENDORSEMENT #9

BLANKET ADDITIONAL INSURED
(FOLLOW-FORM LIMITATION)

It is agreed that this Policy shall include as Additional Insureds any person or organization to whom the Named Insured has agreed by written contract to provide coverage, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to occurrences subsequent to the making of such written contract.

It is further agreed that there shall be no coverage for any liability arising under this endorsement unless such liability is covered by valid and collectible underlying insurance as listed in the Schedule of Underlying Insurance, for the full limit shown therein, and then only for such hazards for which coverage is afforded under said underlying insurance.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

ENDORSEMENT #10

BLANKET WAIVER OF SUBROGATION
(FOLLOW-FORM LIMITATION)

It is agreed that the Company waives any rights of subrogation to which it may be entitled if prior to loss the Insured has agreed to such waiver in writing, but only to the extent required by said written agreement.

It is further agreed that there shall be no coverage for any liability arising under this endorsement unless such liability is covered by valid and collectible underlying insurance as listed in the Schedule of Underlying Insurance, for the full limit shown therein, and then only for such hazards for which coverage is afforded under said underlying insurance.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

POLICY INFORMATION PAGE ENDORSEMENT

The following item(s)

- | | |
|---|---|
| ☒ Insured's Name (WC 89 06 01) | ☐ Item 3.B. Limits (WC 89 06 12) |
| ☐ Policy Number (WC 89 06 02) | ☐ Item 3.C. States (WC 89 06 13) |
| ☐ Effective Date (WC 89 06 03) | ☒ Item 3.D. Endorsement Numbers (WC 89 06 14) |
| ☐ Expiration Date (WC 89 06 04) | ☐ Item 4.* Class, Rate, Other (WC 89 04 15) |
| ☐ Insured's Mailing Address (WC 89 06 05) | ☐ Interim Adjustment of Premium (WC 89 04 16) |
| ☐ Experience Modification (WC 89 04 06) | ☐ Carrier Servicing Office (WC 89 06 17) |
| ☐ Producer's Name (WC 89 06 07) | ☐ Interstate/Intrastate Risk ID Number (WC 89 06 18) |
| ☐ Change in Workplace of Insured (WC 89 06 08) | ☐ Carrier Number (WC 89 06 19) |
| ☐ Insured's Legal Status (WC 89 06 10) | ☐ Issuing Agency/Producer Office Address (WC 89 06 25) |
| ☐ Item 3.A. States (WC 89 06 11) | |

is changed to read: **See attached**

*Item 4. Change To:

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Total Estimated Annual Premium				
Minimum Premium		Deposit Premium		

All other terms and conditions of this policy remain unchanged.

New Estimated Premium:

New Estimated Tax: \$0.00

Previous Estimated:

Previous Tax: \$0.00

Premium Due: \$0.00

Tax Due:\$0.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02-15-2023
 Insured
 Edens Benton, Inc.
 Insurance Company
 New York Marine and General Insurance
 Company / 28746

Policy No.
 WC202200018467

Endorsement No. 1
 Premium \$0.00

Countersigned by _____

It is agreed and understood that the policy is amended as follows:

The following Named Insured is amended:

Edens Benton, Inc.

FEIN: 203279157

The following forms are added/amended:

WC890600B	0701	POLICY INFORMATION PAGE ENDORSEMENT
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WC990003	0811	EXTENSION SCHEDULE - SCHD OF NAMED INSUREDS
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New York Marine and General Insurance Company

Item 1 Extension Schedule

Schedule of Named Insureds

NAMED INSUREDS:

FEIN #:

Edens Benton, Inc.

203279157

Insured: Edens Benton, Inc.
Policy Number: WC202200018467
Effective Date: 12-04-2022

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

(This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to the extent required of you by a written contract; however, the written contract must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "occurrence", offense, claim, or suit.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12-04-2022

Insured

Benton and Sons Construction Company, Inc.
Insurance Company

New York Marine and General Insurance
Company / 28746

Policy No.

WC202200018467

Endorsement No.

Premium

Countersigned by _____

WC 00 03 13

(Ed. 4-84)

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

Meeting Date: 8/28/2023

Prepared by: Yaima Hutchinson, Peter Kunen

Title of Item:

BUDGET AMENDMENT NO. 16 FOR MONTEREY ROAD WATER MAIN REPAIRS (RC):

RESOLUTION No. 77-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET ADMENDMENT NO. 16 TO THE 2022-2023 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR MONTEREY ROAD WATER MAIN REPAIRS AT THE INTERSECTION OF MONTEREY ROAD AND KANNER HIGHWAY; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This Budget Amendment No. 16 will fund repairs/replacement of an existing 6 inch cast iron water main that is leaking inside an FDOT drainage conflict structure. These repairs are complicated due to the location within this busy intersection, and the unknown condition of the existing pipe.

Funding Source:

Undesignated, Unreserved Water Sewer Fund Balance \$350,000.00

Recommended Action:

Adopt Resolution 77-2023

ATTACHMENTS:

1. R77-2023 BA #16 Monterey Road Water Main Repair



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

RESOLUTION NUMBER 77-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT No. 16 TO THE 2022-2023 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR MONTEREY ROAD WATER MAIN REPAIRS AT THE INTERSECTION OF MONTEREY ROAD AND KANNER HIGHWAY; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart (“City”) adopts a balanced annual budget for Revenues and Appropriations as part of the Fiscal Year Operating Budget which is intended to provide for the general operations of the City and the various funds, anticipating regular operating costs and expected capital acquisitions, the City monitors and reviews the progress of the operating budget throughout the fiscal year; and

WHEREAS, the City from time to time identifies unexpected or unintended expenditures as well as, additional revenues and possible shortfalls, and therefore, must amend the Fiscal Year Operating Budget to accommodate these variations.

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

SECTION 1: The 2022-2023 Fiscal Year Operating Budget for the Enterprise Fund is hereby further amended, as follows:

From: Undesignated, Unreserved, Water Sewer Fund Balance
\$350,000.00
To: Distribution & Collection (410-53546-630) Repair & Maintenance
\$350,000.00

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 77-2023
BA #16 Monterey Road Water Main Repairs

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
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 28th day of August 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

PAUL J. NICOLETTI
INTERIM CITY ATTORNEY

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

Meeting Date: 8/28/2023

Prepared by: Jacqui May

Title of Item:

AUTHORIZATION TO AMEND RESOLUTION 116-2020 TO REQUEST ADDITIONAL FUNDS; TO EXECUTE A GRANT AGREEMENT; AND MAKE MINOR AMENDMENTS, IF REQUIRED (RC):

RESOLUTION No. 78-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO AMEND RESOLUTION 116-2020 TO REQUEST ADDITIONAL GRANT FUNDS THROUGH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR A CITY-WIDE RESILIENCY STUDY AND ADAPTATION PLAN; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Florida Department of Environmental Protection Office provides grant funds to Recipients for the purposes provided for herein, which will benefit the City of Stuart Public Works Department in the completion of a Resiliency Study and Adaptation Plan; and the proposed Scope of Work will align with the mission of the FDEP; and the City continues to implement strategies to improve the safety of all residents, through assessments and planning.

Funding Source:

Recommended Action:

Approve Resolution No. 78-2023.

ATTACHMENTS:

1. R78-2023 Authorization to Amend Res #116-20
2. R116-2020 FDEP Resilience Planning Grant Application Authorization
3. DRAFT RCP Application for Additional Funds to Complete 22PLN12_8.2023



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

RESOLUTION NUMBER 78-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO AMEND RESOLUTION 116-2020 TO REQUEST ADDITIONAL GRANT FUNDS THROUGH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR A CITY-WIDE RESILIENCY STUDY AND ADAPTATION PLAN; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS the Florida Department of Environmental Protection Office provides grant funds to Recipients for the purposes provided for herein which will benefit the City of Stuart Public Works Department in the completion of a Resiliency Study and Adaptation Plan; and

WHEREAS the proposed Scope of Work will align with the mission of the FDEP; and

WHEREAS the City continues to implement strategies to improve the safety of all residents, through assessments and planning.

Authorization to Amend Resolution 116-2020 to Request Additional Funds; to Execute a Grant Agreement, and Make Minor Amendments, if Required.

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

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

SECTION 2: The City Manager is authorized to submit a grant application for the Stuart Public Works Department to the Florida Department of Environmental Protection; and to execute an agreement, if the grant is awarded; and to make minor amendments to any such agreement; subject to review and approval by the City Attorney.

SECTION 3: This resolution shall take effect immediately upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption.

The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

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



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

RESOLUTION NUMBER 116-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO SUBMIT A GRANT APPLICATION FOR A RESILIENCE PLANNING GRANT THROUGH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO PROVIDE FUNDING FOR A CITY-WIDE RESILIENCE STUDY; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The Public Works Director is hereby authorized and directed to submit a grant application for a Resilience Planning Grant through the Florida Department of Environmental Protection (FDEP) for a City-wide resilience study.

SECTION 2: This resolution shall take effect on adoption.

R116-2020
FDEP Resilience Planning Grant Application Authorization

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:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 28th day of September, 2020.

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY



RCP APPLICATION

The application period for infrastructure grants is July 1, 2023, through September 1, 2023. All applications must be submitted to the Department by midnight September 1, 2023 for funding.

RCP Grants

▾ Create a New Grant Application

Enter your invitation code. Required for Regional Resilience Entities.

Grant Funding Type

Funding for Resilient Florida – Additional Funding ▾

Resilient Florida – Additional Funding Grants

- The person filling out the application must be a listed contact on the current grant agreement for which the additional funding is being requested. If you are not a listed contact, please reach out to your DEP Grant Manager or Resilience@FloridaDEP.gov (<mailto:Resilience@FloridaDEP.gov>) before proceeding.
- Additional funding is for current work scope only. Expanded work scopes or additional phases of your project will require a new application.
- In order to qualify for additional funding, the grantee must provide documentation to support the need for the additional funding.
- The grantee is responsible for any additional match needed to maintain the minimum 50% required cost share, as applicable.
- Dependent on the funding source, additional funding may be granted through an amendment to your existing grant agreement or a new grant agreement.
- Please contact Resilience@FloridaDEP.gov (<mailto:Resilience@FloridaDEP.gov>) for any questions regarding applications for additional funding for current grant agreements.

Choose the grant you are requesting additional funding for.

*(required) Grant additional funding

22PLN12 City of Stuart Resilient Coastlines Program ▾

Project Information

What are the additional funds you are requesting*:

\$50,000.00

Enter a valid value.

Provide justification for additional funds*:

The City of Stuart is requesting an additional \$50,000. to add the element of an Adaptation Plan as Task 7 to the existing Scope of Work to grant 22PLN12.

Cancel

Save

> Existing Applications

Florida Department of Environmental Protection
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000

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

Meeting Date: 8/28/2023

Prepared by: Paul Nicoletti

Title of Item:

ADOPT A MOTION TO APPROVE A CITY ATTORNEY INTERVIEW SCHEDULE AND SELECT ATTORNEYS TO BE INTERVIEWED

Summary Explanation/Background Information on Agenda Request:

This item requires the City Commission to review the recommendations of the City Attorney Screening Committee regarding 3-5 attorneys to interview, and then set a schedule for those interviews during the next 2 week period. Interviews can be conducted in-person or by Zoom. This will enable the Commission to select a City Attorney candidate at the September 11, 2023 Regular City Commission Meeting, and entertain a contract at the September 25, 2023 Regular City Commission Meeting.

Funding Source:

N/A

Recommended Action:

Motion to approve _____ as interviewees, and to set the following dates and times _____ for interviews.

ATTACHMENTS:

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

Meeting Date: 8/28/2023

Prepared by: Michael Mortell

Title of Item:

RELOCATION OF CITY GARAGE SITE AND SANITATION REVENUE SUFFICIENCY STUDY (RC):

RESOLUTION No. 80-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RELATING TO THE RELOCATION OF THE CITY GARAGE SITE AND THE SANITATION REVENUE SUFFICIENCY STUDY, PREPARED AND SUBMITTED BY RAFTELIS DATED SEPTEMBER 14, 2022. PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

In 2022, the City Commission evaluated the sanitation rates and the potential relocation of the City Garage. During the adoption hearing it was discussed that the first year of the rates was identical and therefore, staff was instructed to return the item for further discussion prior to adoption of the remaining rates. This discussion is not adopting any rates and is limited to the Commission deciding on the garage location. The garage is currently located adjacent to Stuart Middle School. If relocated it would be incorporated into the Water Treatment plant on 10th Street and Palm Beach Road.

Funding Source:

Sanitation Department

Recommended Action:

Move approval of Resolution 80-2023 and choose a location for the City Garage.

ATTACHMENTS:

1. R80-2023 City Garage Relocation
2. City garage site
3. Cost Estimate garage
4. Cost Estimate relocate



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

RESOLUTION NUMBER 80-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RELATING TO THE RELOCATION OF THE CITY GARAGE SITE AND THE SANITATION REVENUE SUFFICIENCY STUDY, PREPARED AND SUBMITTED BY RAFTELIS DATED SEPTEMBER 14, 2022. PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart, Florida (City) provides water, wastewater, and sanitation services to certain areas within and without the City Limits; and

WHEREAS, the City has the responsibility to operate its public utilities in a fiscally sound manner; and

WHEREAS, pursuant to increases in operating costs and various planned capital improvement projects, the City performed a Sanitation Revenue Sufficiency Study (Rate Study) completed by Raftelis Financial Consultants, Inc. (Raftelis) on September 14, 2022.

WHEREAS, the City also included the option to renovate the garage at its current location or in the alternative to relocate the garage facilities to the Water treatment plant on 10th Street and Palm Beach Road.

WHEREAS, The City Commission adopted “Appendix A” setting the annual rates for the 2023 calendar year in Resolution 86-2022. At the time of adoption, the rate for the first year of the Sanitation Revenue was identical and the City Commission directed staff to return for review prior to adoption of the 2024 budget.

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

SECTION 1: Pursuant to the Rate Study recommendations, City staff shall prepare a sanitation rate resolution for Fiscal Year 2024 that increases the existing monthly rates, fees and charges by the Florida Public Service Commission (FPSC) Index as set forth in the Sanitation Rate Adjustments. The rate resolution shall be presented for the City Commission's approval on September 25, 2023.

SECTION 2: For each fiscal year beyond 2023 (Fiscal Years 2024 through 2027), City staff shall monitor the actual operating results of each utility system when compared to the planning estimates included in the Rate Study. City staff shall prepare an annual budget for each utility system based on City staff's findings and provide recommendations to the City Commission.

SECTION 3: Before October 1, 2023, and each October 1 thereafter, City staff shall prepare an updated rate resolution in each fiscal year for consideration by the City Commission that funds the approved expenditures included in the budget.

SECTION 4: 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
CAMBELL RICH, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
CHRIS COLLINS, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of August, 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

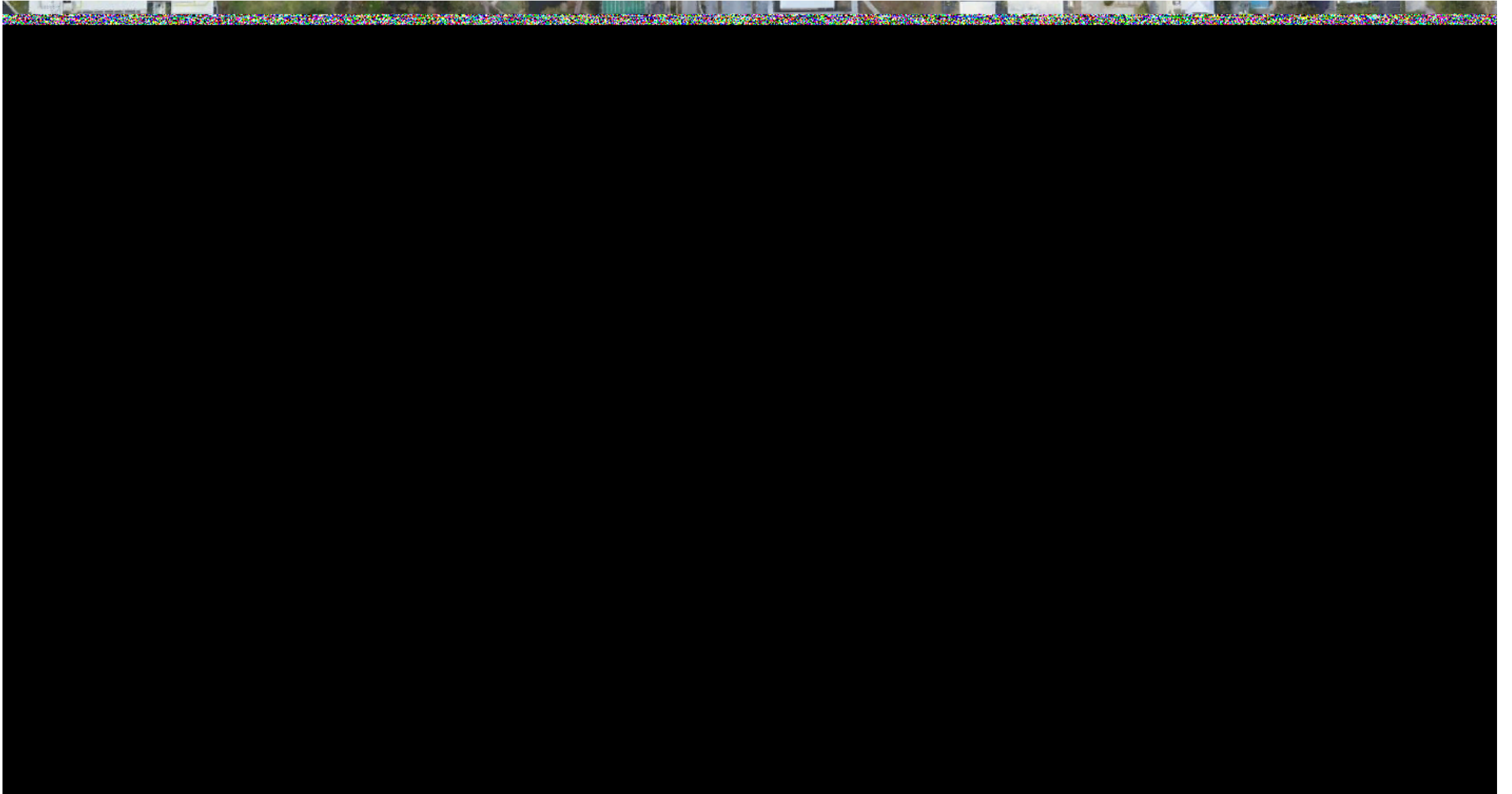
TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

PAUL NICOLETTI
CITY ATTORNEY

CITY OF STUART GARAGE SITE

- The City Garage is currently located on the corner of Georgia and Martin Luther King Blvd.
- The Water treatment plant is located on the corner of 10th Street and Palm Beach Road.





GENERAL NOTES

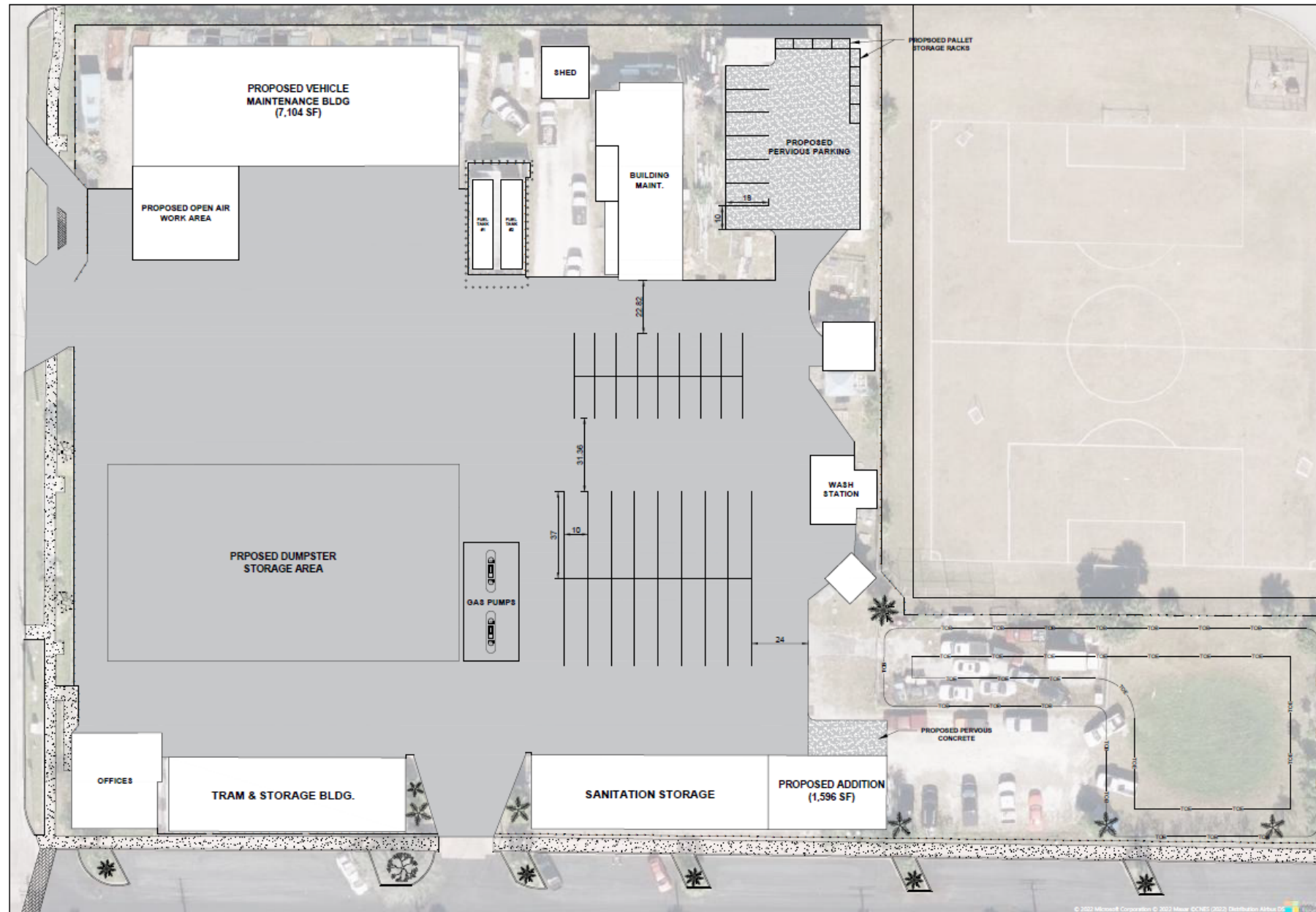
LICENSED ENGINEER:		Tim Voelker	
DRAWN BY:		Collin McMahon	
REVIEWED BY:		Marc Rogolino	
4.			
3.			
2.			
1.			
NO.	REVISION	DATE	

CITY OF STUART
UTILITIES & ENGINEERING
121 SW FLAGLER AVE.
STUART, FL 34994

PROJECT INFO:

VEHICLE MAINTENANCE COMPLEX
407 SE Martin Luther King Jr Blvd
Stuart, FL 34994

PROJECT #: ---	SHEET #: 01
DATE: 3/30/2022	
SCALE: 1:40	





Sanitation Rate Adjustments

Description	Existing	FY23	FY24	FY25	FY26	FY27
Base Case (New Facility)		Actual Index				
Percent Rate Increase		4.53%	6.25%	6.25%	6.25%	6.25%
Increase in Monthly Residential Bill (1st Cart)		<u>\$0.96</u>	<u>\$1.38</u>	<u>\$1.47</u>	<u>\$1.56</u>	<u>\$1.66</u>
Existing/Projected Residential Bill	\$21.15	\$22.11	\$23.49	\$24.96	\$26.52	\$28.18
Operating Reserve – Days of Expenses & Transfers		356	309	273	201	196
Minimum Required Reserve		90	90	90	90	90
Alternative (Existing Facility Upgrade)		Actual Index				
Percent Rate Increase		4.53%	4.25%	4.25%	4.25%	4.25%
Increase in Monthly Residential Bill (1st Cart)		<u>\$0.96</u>	<u>\$0.94</u>	<u>\$0.98</u>	<u>\$1.02</u>	<u>\$1.06</u>
Existing/Proposed Residential Bill	\$21.15	\$22.11	\$23.05	\$24.03	\$25.05	\$26.11
Operating Reserve – Days of Expenses & Transfers		356	322	270	207	201
Minimum Required Reserve		90	90	90	90	90

The City maintains an automatic indexing provision based on the Florida Public Service Commission (FPSC) Index. For FY23, we recommend implementing the 4.53% index beginning on and after October 1, 2022. For each year beyond FY23, City staff should monitor the actual operating results when compared to the rate study estimates and prepare a proposed annual budget based on City staff's findings. An update to the rate resolution should be prepared each year for consideration by the City Commission.



Vehicle Maintenance Facility Upgrades Cost Estimate

Reference	Item	UNIT	QTY	UNIT \$	Item \$
GENERAL					
General 1	Mobilization 5%	LS	1	\$169,521.75	\$169,521.75
Guess	Survey (stake-out, as-built)	LS	1	\$12,000.00	\$12,000.00
Guess	Geotech (density & pressure tests)	LS	1	\$12,000.00	\$12,000.00
Other Contract	Silt Fence	LF	895	\$5.00	\$4,475.00
General 7	Excavation / Embankment	CY	814	\$30.00	\$24,420.00
General 6	Clearing / Grubbing / Demo	AC	0.32	\$7,500.00	\$2,400.00
Previous Permits	Building Demo	EA	2	\$50,000.00	\$100,000.00
Other Contract	Bahia Sod	SF	16255	\$4.00	\$65,020.00
ROADWAY					
Other Contract	Pervious Concrete	SY	544	\$130.00	\$70,720.00
Other Contract	Pavement Markings 6" white	LF	588	\$3.00	\$1,764.00
UTILITIES					
Other Contract	8" HDPE DR18 (HDD)	LF	350	\$45.00	\$15,750.00
Utilities 28	8" Flushing Hydrant Assembly	EA	1	\$1,500.00	\$1,500.00
Guess	Water Service (including fees)	EA	1	\$6,500.00	\$6,500.00
Utilities 31	Fire Hydrant Assembly	EA	1	\$6,500.00	\$6,500.00
Utilities 32	8x16 Tapping Sleeve & Valve	EA	1	\$8,000.00	\$8,000.00
Utilities 34	Sanitary Grinder Pump	EA	1	\$10,000.00	\$10,000.00
BUILDING					
Bldg Price 4	Vehicle Maint. Building	SF	7104	\$374.00	\$2,656,896.00
Bldg Price 2	Metal Open Air Structure	SF	1800	\$105.00	\$189,000.00
Bldg Price 3	Metal Storage Addition	SF	1596	\$127.50	\$203,490.00
				SUBTOTAL	\$3,559,956.75

Engineering/CEI = \$711,991.35

Contingency (30%) = \$1,067,987.03

TOTAL = \$5,339,935.13



CITY OF STUART
PUBLIC WORKS COMPLEX (10TH STREET)
ENGINEER'S ESTIMATE OF PROBABLE COST
 Project No. 1932



3/21/2022

Item	Description	Quantity	Unit	Unit Cost	Item Cost
GENERAL					
1	Mobilization (5%)	1	LS	\$ 430,000.00	\$ 430,000.00
2	Maintanace of Traffic	1	LS	\$ 20,000.00	\$ 20,000.00
3	Erosion Control	1	LS	\$ 25,000.00	\$ 25,000.00
4	Testing (Includes Backfill Density and Pipe Pressure Testing)	1	LS	\$ 20,000.00	\$ 20,000.00
5	Survey (Includes Pothole, Stake-out and As-Built)	1	LS	\$ 25,000.00	\$ 25,000.00
6	Clearing & Grubbing / Demolition	7.52	AC	\$ 7,500.00	\$ 56,400.00
7	Excavation / Embankment	3,000	CY	\$ 30.00	\$ 90,000.00
8	Remove / Replace Unsuitable Soil	1	ALLOW	\$ 10,000.00	\$ 10,000.00
9	ClipperCreek Electric Vehicle Charging Station	4	EA	\$ 2,500.00	\$ 10,000.00
10	Rooftop Solar Panels	1	LS	\$ 37,500.00	\$ 37,500.00
11	Decorative Fence	420	LF	\$ 70.00	\$ 29,400.00
12	Fence Security Gate	2	EA	\$ 5,000.00	\$ 10,000.00
13	6' Privacy Wall	920	LF	\$ 100.00	\$ 92,000.00
SUBTOTAL					\$ 855,300.00
ROADWAY					
14	1.5" Type SP-12.5 Asphaltic Concrete	500	TN	\$ 120.00	\$ 60,000.00
15	1" Type SP-9.5 Asphaltic Concrete	330	TN	\$ 100.00	\$ 33,000.00
16	Base (Optional Base Group 11) (12")	6,020	SY	\$ 52.00	\$ 313,040.00
17	12" Stabalized Subgrade (LBR-40)	6,020	SY	\$ 10.00	\$ 60,200.00
18	6" Pervious Concrete	5,140	SY	\$ 80.00	\$ 411,200.00
19	Concrete Pavement (6" Thick)	8,650	SY	\$ 95.00	\$ 821,750.00
20	Concrete Sidewalk (4" Thick)	305	SY	\$ 56.00	\$ 17,080.00
21	Type D Curb	2,560	LF	\$ 20.00	\$ 51,200.00
SUBTOTAL					\$ 1,767,470.00
DRAINAGE					
22	18" RCP	1,600	LF	\$ 120.00	\$ 192,000.00
23	4" PVC Roof Drain (w/ Fittings)	600	LF	\$ 30.00	\$ 18,000.00
24	Type 'E' Inlet	9	EA	\$ 7,500.00	\$ 67,500.00
25	18" MES	3	EA	\$ 2,500.00	\$ 7,500.00
26	Control Structure	1	EA	\$ 9,000.00	\$ 9,000.00
SUBTOTAL					\$ 294,000.00
UTILITIES					
27	8" PVC Water Main (Direct Bury)	720	LF	\$ 40.00	\$ 28,800.00
28	8" Flushing Hydrant Assembly	1	EA	\$ 1,500.00	\$ 1,500.00
29	8" PVC Fittings	4	EA	\$ 900.00	\$ 3,600.00
30	Water Service (Siingle)	5	EA	\$ 1,500.00	\$ 7,500.00
31	Fire Hydrant Assembly	3	EA	\$ 6,500.00	\$ 19,500.00
32	8"x16" Tapping Sleeve & Valve	1	EA	\$ 8,000.00	\$ 8,000.00



CITY OF STUART
PUBLIC WORKS COMPLEX (10TH STREET)
ENGINEER'S ESTIMATE OF PROBABLE COST
 Project No. 1932



3/21/2022

Item	Description	Quantity	Unit	Unit Cost	Item Cost
33	6"x16" Tapping Sleeve & Valve	1	EA	\$ 7,000.00	\$ 7,000.00
34	Sanitary Grinder Pump	3	EA	\$ 10,000.00	\$ 30,000.00
35	Low Pressure Force Main	480	LF	\$ 10.00	\$ 4,800.00
36	Dual Grinder Lift Station	1	EA	\$ 35,000.00	\$ 35,000.00
SUBTOTAL					\$ 145,700.00
LANDSCAPING					
37	Buttonwood	40	EA	\$ 1,125.00	\$ 45,000.00
38	Southern Live Oak	81	EA	\$ 1,125.00	\$ 91,125.00
39	Sabal Palm	20	EA	\$ 250.00	\$ 5,000.00
40	Red Tip Cocoplum	1,809	EA	\$ 15.00	\$ 27,135.00
41	Creeping Fig	94	EA	\$ 7.50	\$ 705.00
42	Bahia Sod	78,291	SF	\$ 1.00	\$ 78,291.00
43	Irrigation	1	LS	\$ 45,000.00	\$ 45,000.00
SUBTOTAL					\$ 292,256.00
SUBTOTAL FOR SITE WORK:					\$ 3,354,726.00
Engineering and CEI (12%):					\$ 403,000.00
Item	Description	Quantity	Unit	Low Cost	High Cost
BUILDING PRICING RANGES					
1	Building Maintenance Bldg (4,350 SF - Metal)	1	LS	\$ 489,375.00	\$ 717,750.00
2	Street Maintenance Bldg (5,500 SF - Metal)	1	LS	\$ 577,500.00	\$ 847,000.00
3	Sanitary Department Bldg (6,600 SF - Metal)	1	LS	\$ 841,500.00	\$ 1,234,200.00
4	Vehicle Maintenance Bldg (6,500 SF - Metal)	1	LS	\$ 1,657,500.00	\$ 2,431,000.00
5	Public Works Admin Bldg (2,400 SF - CBS)	1	LS	\$ 720,000.00	\$ 1,056,000.00
SUBTOTALS				\$ 4,285,875.00	\$ 6,285,950.00
Architectural, Structural, Mechanical, Electrical, Plumbing (6%):				\$ 257,152.50	\$ 377,157.00



CITY OF STUART
PUBLIC WORKS COMPLEX (10TH STREET)
ENGINEER'S ESTIMATE OF PROBABLE COST
 Project No. 1932



3/21/2022

TOTAL COST (LOW END)		
Site Work Subtotal	\$	3,354,726.00
Engineering and CEI Services	\$	403,000.00
Building Subtotal	\$	4,285,875.00
Architectural, Structural, Mechanical, Electrical, Plumbing Services	\$	257,152.50
SUBTOTAL	\$	8,300,753.50
Contingency (20%):	\$	1,660,000.00
TOTAL COST	\$	9,960,753.50
TOTAL COST (HIGH END)		
Site Work Subtotal	\$	3,354,726.00
Engineering and CEI Services	\$	403,000.00
Building Subtotal	\$	6,285,950.00
Architectural, Structural, Mechanical, Electrical, Plumbing Services	\$	377,157.00
SUBTOTAL	\$	10,420,833.00
Contingency (20%):	\$	2,084,000.00
TOTAL COST	\$	12,504,833.00

1. Cost Estimate does not include Water Meters / Master Meter, Backflow Preventer, or any Lighting that may be necessary for the site.
 2. Building prices are from Regional 2022 Averages (Metal Buildings wind loading =163mph, Concrete Building wind loading = 184 mph)
 3. Estimate assumes no work to be done to existing Public Works Building to remain on site (If replacing building, estimated cost = \$500,000)
 4. Impact Fees not included
 5. Engineering and CEI fees - Assume Design and CEI by same Consultant
- **** Unit prices are from FDOT Statewide Averages & Martin County Site Costs

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 8/28/2023

Prepared by: Pinal Gandhi-Savdas

Title of Item:

US-1/FEDERAL HIGHWAY STREET TREE MASTER PLAN/PROGRAM AND LAND DEVELOPMENT CODE AMENDMENTS (RC):

ORDINANCE No. 2520-2023; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING AND RESTATING THE CITY'S LAND DEVELOPMENT CODE; MORE SPECIFICALLY AMENDING SECTION 2.04.06 ENTITLED "SUPPLEMENTAL BUILDING SETBACKS ON CERTAIN STREETS" IN CHAPTER II AND SECTION 3.01.03 ENTITLED "URBAN STANDARDS AND REGULATIONS FOR DESIGNATED URBAN SUBDISTRICTS" IN CHAPTER III; AMENDING SECTION 11.01.03 ENTITLED "MINOR DEVELOPMENT PLAN APPLICATION" IN CHAPTER XI; AND CHAPTER XII DEFINITIONS OF THE CITY OF STUART LAND DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Local Planning Agency

On August 10, 2023, the LPA approved Ordinance No. 2520-2023 with the condition of conducting an outreach meeting with the property owners/businesses along the Federal Highway corridor impacted by the proposed Land Development Code amendments and US-1/Federal Highway Street Tree Master Plan and Program between the first public hearing and adoption hearing. The staff planned to do an outreach meeting after the US-1/Federal Highway Street Tree Master Plan and Program is approved, since participation in the program is voluntary. The City's Land Development Code requires publication of notice in a newspaper for the Land Development Code text amendment. The notice was published in accordance with the requirements set forth in Section 11.01.08 of the Land Development Code. The outreach meeting will include presentations on the proposed Land Development Code amendments and the US-1/Federal Highway Street Tree Master Plan and Program.

Community Redevelopment Board

On August 1, 2023, the CRB unanimously approved the Federal Highway Street Tree Master Plan and Program.

Summary

US-1/Federal Highway Street Tree Master Plan and Program

On October 25, 2021, by Resolution No. 10-2021 CRA, the Community Redevelopment Agency approved to enter into an Interlocal Agreement with the Treasure Coast Regional Planning Council to develop the U-1/Federal Highway Street Tree Master Plan from SW Joan Jefferson Way to Kanner Highway/Colorado Avenue to identify opportunities for new tree plantings adjacent to the right-of-way and enhance public streets. The goals of the program are to improve sidewalks with shade for pedestrians and bicyclists, reduce vehicular speeding and beautify the corridor. An increase in tree canopy will improve air quality, reduce noise, help conserve energy, reduce the heat island effect, reduce stormwater runoff and increase property values.

The outreach included workshops, open houses and interviews with community stakeholders (DBA, Main Street, Native Plant Society, IFAS, BDB and City Departments) . The US-1/Federal Highway Street Tree

Master Plan and Program was developed to implement the goals and vision for the corridor. The Master Plan identifies potential planting location strategies and recommendations of a limited palette of consistent tree species along the corridor. The intervention to add landscaping along the corridor will be part of any redevelopment, infill, or substantial renovation.

The Master Plan considers the existing conditions, users and ownership pattern along the corridor. All existing structures will remain and minimal impacts to existing parking or hardscape are illustrated in the plan. The US-1/Federal Highway Street Tree Master Plan and Program will be implemented through coordination with property owners along the corridor to increase tree canopy and enhance public streets. It's a voluntary program for a property owner with existing development, so it will require a long-term and on-going effort to achieve the goals of the program. The Master Plan is intended to be flexible for business needs and modifications may be necessary for implementation.

The property owners who choose to participate in the program will receive free tree(s) and/or palm(s) and streetscape improvements on the US-1/Federal Highway frontage as part of the US-1/Federal Highway Master Plan. Parcels may also be eligible for parking credit for converting excess parking into landscape area. The City/CRA will be responsible for purchasing, planting, and providing necessary irrigation, streetscape improvements, and maintenance in return for land dedicated to the City. The funding of the program will be subject to appropriations and the availability of funds.

Land Development Code Amendments

The development of the Master Plan recognized that an update to the Land Development Code would be required to reflect desired expectations for redevelopment and substantial renovation projects along the US-1/Federal Highway corridor from SW Joan Jefferson Way to SE Dixie Cut-off road. The right-of-way width is limited within this roadway segment to achieve the vision of the corridor and allow pedestrian and bicycle mobility. This is particularly important for properties along the corridor where the setback treatment is less defined. The proposed amendments will establish streetscape standards in the front setback areas, to add shade trees and a continuous shared-use path for pedestrians and cyclists.

The attached ordinance will amend Sections 2.04.06 entitled "Supplemental Building Setbacks on Certain Streets" and Section 3.01.03 entitled "Urban Standards and Regulations for Designated Urban Subdistricts" of the City's Land Development Code to define the setback expectations for future development and streetscape standards for all new development and substantial renovation. The ordinance will also amend Section 11.01.03 entitled "Minor Development Plan Application" to include right-of-way dedication as part of the minor development plan application process and Chapter XII "Definition" to clarify certain definitions.

The proposed Land Development Code amendments can be adopted without approval of the US-1/Federal Highway Street Tree Master Plan and Program to achieve the goals of the corridor and improve mobility with redevelopment and substantial renovation projects. The details of the proposed amendments are provided in the attached staff report prepared by the Development Department.

Project Timeline

August 28, 2023 - City Commission approval of the proposed Land Development Code amendments at 1st reading

September 18, 2023 - Outreach and feedback from property owners/businesses within the project boundary

October 23, 2023 - CRA Meeting on approval of the US-1/Federal Hwy Tree Master Plan and Program

October 23, 2023 - CC Meeting on adoption of the Land Development Code amendments at 2nd reading

Attachments

1. Staff Report prepared by the Development Department
2. Ordinance No. 2520-2023
3. Ordinance 2520-2023 - Exhibit A- Proposed Land Development Amendments
4. Proposed US-1/Federal Highway Street Tree Master Plan and Program and Appendices

5. Supporting Document - Resolution No. 74-2021 Master Plan for Triangle Study Area
6. Supporting Document - Resolution No. 91-2021 Master Plan US-1 Corridor Study Area

Funding Source:

N/A

Recommended Action:

Move to approve Ordinance No. 2520-2023 on 1st reading.

ATTACHMENTS:

1. Ordinance 2520-2023 - LDC Amendment
2. Ordinance 2520-2023 - Exhibit A
3. US-1-Federal Hwy Street Tree Master Plan and Appendices
4. Resolution 74-2021- Master Plan for Triangle Study Area
5. Resolution 91-2021- Master Plan US-1 Corridor Study Area



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

ORDINANCE NUMBER 2520-2023

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING AND RESTATING THE CITY'S LAND DEVELOPMENT CODE; MORE SPECIFICALLY AMENDING SECTION 2.04.06 ENTITLED "SUPPLEMENTAL BUILDING SETBACKS ON CERTAIN STREETS" IN CHAPTER II AND SECTION 3.01.03 ENTITLED "URBAN STANDARDS AND REGULATIONS FOR DESIGNATED URBAN SUBDISTRICTS" IN CHAPTER III; AMENDING SECTION 11.01.03 ENTITLED "MINOR DEVELOPMENT PLAN APPLICATION" IN CHAPTER XI; AND CHAPTER XII DEFINITIONS OF THE CITY OF STUART LAND DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the City of Stuart has adopted a Land Development Code encompassing all development regulations; and

WHEREAS, the City Commission adopted Resolution 74-2021 approving and adopting the Master Plan for the "Triangle" study area and designating the name of the study area as "Triangle District". The "Triangle" study area is defined as west of S Dixie Highway, east of US-1/Federal Highway, and north of SW Ocean Boulevard:

WHEREAS, the City Commission adopted Resolution 94-2021 approving and accepting the Master Plan for the "US-1 Corridor" study area. The "US-1 Corridor" study area is defined as the section of US-1 Highway as it passes through the city from a point north of SE Dixie Cutoff Road and south of SW St. Lucie Crescent; and

ORDINANCE No. 2520-2023 CRA
US-1/FEDERAL HIGHWAY STREET TREE MASTER PLAN AND PROGRAM

WHEREAS, the Community Redevelopment Agency partnered with the Treasure Coast Regional Planning Council to develop a Street Tree Planting Program for the US-1/Federal Highway corridor with urban street trees to enhance the usability of sidewalks and the beauty of the corridor; and

WHEREAS, the Land Development Code shall be updated to reflect desired expectations along the corridor with setbacks to provide a shared-use path or a wide sidewalk and shaded environment for pedestrians and bicyclists; and

WHEREAS, the City Commission finds that the code amendment will improve sidewalks for pedestrians and bicyclists and enhance public safety; and

WHEREAS, on August 10, 2023, the Local Planning Agency held a duly noticed public hearing to consider this ordinance; and

WHEREAS, on _____, 2023, by Resolution No. 12-2023 CRA, the Community Redevelopment Agency approved the US-1/Federal Highway Street Tree Master Plan and Program; and

WHEREAS, the City Commission held duly noticed public hearings on _____, 2023, and _____, 2023, to consider this ordinance and provide for full public participation in the Land Development Code amendment process.

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

SECTION 1: The provisions of the Land Development Code as amended are hereby adopted as provided in the attached Exhibit “A” which is incorporated herein as set forth below.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3: If any word, clause, sentence, paragraph, section, or part thereof contained in this ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

SECTION 4: The provisions of this ordinance shall be codified into the City’s Land Development Code.

SECTION 5: This ordinance shall take effect upon adoption.

ORDINANCE No. 2520-2023 CRA
US-1/FEDERAL HIGHWAY STREET TREE MASTER PLAN AND PROGRAM

Passed on first reading the ____ day of _____, 2023.

Commissioner _____ offered the foregoing Ordinance and moved its adoption.

The motion was seconded by Commissioner _____ and upon being put to a roll call vote,
the vote was as follows:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading 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

APPENDIX B: LAND DEVELOPMENT CODE RECOMMENDATIONS

Sec. 2.04.06. Supplemental building setbacks on certain streets.

The following specific setbacks and streetscape standards shall apply to the streets so designated in Figure 2.04-1, unless other provisions of this Code provide a greater setback. In cases where the above setbacks differ from those contained in Chapter II, Chapter III shall apply.

Figure 2.04-1:

Street	Side	From	To	Front Setback (ft)
<u>SE- Dixie</u>	West	<u>SE- (Eleventh) St.</u>	<u>SE Dixie Cut-off road Rd.</u>	10
<u>SW Palm City Ave.</u>	Both	<u>U.S.-1/SW- Federal Hwy.</u>	City Limits	50 (from centerline)
<u>SE- Ocean Blvd.</u>	Both	{sections East of CRA} <u>SE Palm Beach Road</u>		50 (from centerline)
<u>US-1 / SW Federal Hwy.</u>	<u>Both</u>	<u>SW Joan Jefferson Way</u>	<u>S Colorado Ave. / S Kanner Hwy.</u>	<u>15-40 Build-to-Zone</u>
<u>U-S- Hwy- #1/SW SE Federal Hwy.</u>	Both	<u>W- Ocean Blvd.-S Colorado Ave. / S Kanner Hwy.</u>	<u>SE Dixie Cutoff Rd. S- City Limits</u>	<u>20-40 Build-to-Zone (from right-of-way)</u>
<u>US-1 / SE Federal Hwy.</u>	<u>Both</u>	<u>SE Dixie Cutoff Rd.</u>	<u>South City Limits</u>	<u>20</u>

~~Note: The preceding table establishes applicable setbacks to streets so designated. Due to the level of specificity provided in chapter III, which applies to the Community Redevelopment Area (including the Urban District₂ and East Stuart District₂) and the S.E. Ocean Boulevard Overlay Zone, the setbacks which shall apply to certain parcels within those areas are not shown. In cases where the above setbacks differ from those contained in the chapter III, those contained in the chapter III shall apply. Refer to chapter III for a complete description of all building setbacks applicable to the CRA and S.E. Ocean Boulevard Overlay Zone.~~

Streetscape standards. Front setback areas shall be detailed to augment public right-of-way design, to establish shaded, continuous routes for pedestrians and cyclists, and to organize landscaping. The standards and regulations set forth below shall apply to all new development and substantial renovation.

1. **US-1/Federal Highway Streetscape from SW Joan Jefferson Way to SE Dixie Cutoff Rd.** A minimum streetscape area no less than 20 feet in width, measured from the back of curb, shall be provided. The streetscape area is a combination of public right of way and the required building setback. **Figure 2.04-2** illustrates possible means of meeting the streetscape standards. The streetscape area shall be organized as follows:

- a. **Shared-use path or sidewalk.** A continuous 10' pedestrian and cycling path shall be provided. Any portion of the shared-use path or sidewalk within the front setback area shall be improved as an extension of the public sidewalk and shall match the public sidewalk in design and material, providing a seamless physical transition.

- b. Shade trees & landscaping area.** Shade trees provide a shaded environment for pedestrians, improve stormwater management, reduce urban heat island effect, and improve the overall visual appearance of the street. Street trees shall be provided as follows:
- i. Shade trees shall be planted in accordance with the City of Stuart Landscape Code and shall be consistent with US-1/Federal Highway Street Tree Master Plan tree species.
 - ii. Planted uniformly spaced at a minimum of 30 feet on center within a minimum 10' wide landscape area. Spacing of trees may only exceed 30 feet to accommodate curb cuts, fire hydrants, utilities, existing canopy trees. Shade trees are encouraged to be planted to separate pedestrians from vehicular travel lanes.
 - iii. Shade trees and landscape areas may be planted with tree boxes or other low impact green infrastructure to maximize the stormwater benefit.
 - iv. Shade Trees shall be trimmed to provide minimum 8' clear height at sidewalks and 14' clear height at streets.
 - v. If site constraints such as existing utility easements, public infrastructure, or right-of-way constraints prevent the installation of required shade trees, the Development Director may approve an alternative organization of the streetscape elements. The building shall provide devices such as awnings or roof overhangs to establish a shaded pedestrian environment.
- c. Building entrances.** The main entrance to every building shall be and face a public right-of-way or civic open space. The main entrance(s) to ground story commercial space(s) shall face a public right-of-way or civic open space. Doors allowing public access shall occur at intervals no greater than 150 feet per façade or side of building.
- d. Frontage types.** Frontage Types define architectural characteristics for the detailing of building entrances. Frontage Types may be required as part of a Special Zoning Code areas. See Chapter III.
- e. Dedication.** A voluntary dedication consistent with the approved *US-1/Federal Highway Street Tree Program Res. 12-2023 CRA* shall be submitted as part of a minor development plan application or amendment to an existing development order to participate in the program. The property owner may also be required to enter into a maintenance agreement requiring the property owner to be responsible for and maintain improvements made by the owner to meet the requirements of this section.
- f. Parking Code Relief.** Relief from the Stuart Parking Code may be permitted when the streetscape standards are fully implemented as part of a substantial renovation or a minor development plan application. The required on-site parking may be reduced by 10% or by the existing parking spaces removed in streetscape implementation, whichever is greater. An approved by minor development plan application or amendment to an existing development order shall record the parking space credit. Failure to maintain landscaping will revoke parking space credit.

Figure 2.04-2:

From Sec. 3.01.03. Urban standards and regulations for designated urban subdistricts.

D. *Urban highway ("UH").*

1. *Principal building placement.*

- a. The front building facade shall be constructed parallel to the street along the front property line with a minimum setback of 15 feet and a maximum setback of ~~20~~ 40 feet for properties fronting on U.S.-1/SW Federal Hwy. If a property does not front on U.S.-1/SW Federal Hwy, then the minimum setback shall be ~~zero~~ 0 feet and the maximum setback shall be not more than ~~ten~~ 10 feet.
- b. The side setbacks may be zero feet on each side.
- c. The rear setback is not less than 15 feet.
- d. For lots fronting U.S.-1/SW Federal Highway, the front street façade width of the principal building shall not be less than 40 percent of the lot width. For other lots, the width of the principal building shall be not less than 70 percent of the lot width.

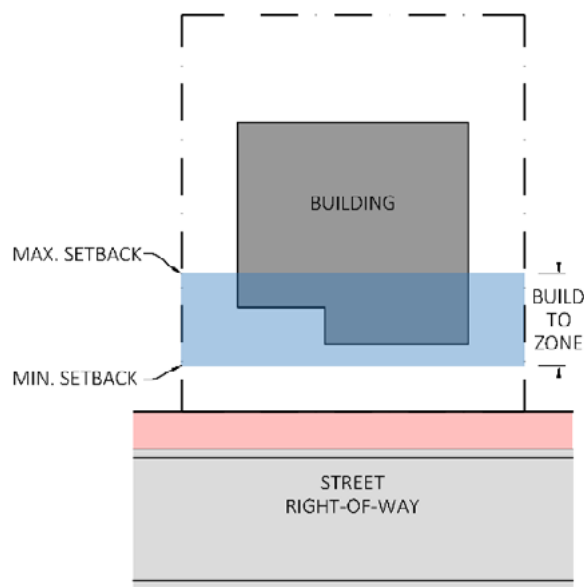
Sec. 11.01.03. Minor development plan application.

- A. *General.* A minor development plan is one which is:
1. A single-family, multi-family or duplex residential project of between three and 35 units, inclusive.
 2. A non-residential development under 50,000 square feet in area.
 3. A mixed-use development under 50,000 square feet in area.
 4. A public or private institutional development less than one acre in land area.
 5. Commercial tenant finishes.
 6. Right-of-way dedication.
- B. *Pre-application conference required.* Prior to filing for minor development plan review, the developer shall meet with the city development director and city staff to discuss the development review process and to be informed of which staff members to confer with about the application. No person may rely upon any comment concerning a proposed minor development, or any expression of any nature about the proposal made by any participant at the pre-application conference as a representation or implication that the proposal will be ultimately approved or rejected in any form. (NOTE: The development director may have the option to waive the pre-application conference for minor development plan application).
- C. *Application submittal requirements.* Application forms for minor development plan review shall be available from the city development department. A completed application shall be signed by all owners, or their agent, of the property subject to the proposal, and notarized. Signatures by other parties will be accepted only with notarized proof of authorization by the owners. In a case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation, and embossed with the corporate seal. The completed application form shall be accompanied by appropriate review fees, a site plan, and by any other information required by the city development director.
- D. *Compliance review procedures.* After receipt of the application, the development department shall follow the review and compliance procedures as set out in section 11.01.01 of this Code. If in compliance, the minor development plan shall be deemed approved.
- E. *Recordation.* Upon approval of a minor development plan, the development conditions, agreements, covenants, maps, and illustrations shall be recorded in the public records of Martin County, Florida, at the expense of the applicant. When a landowner conveys land described in item A.(6) of this section, the land area dedicated shall later be included in the former lot or land area, for the purpose of land use and zoning calculations, including but not limited to density and necessary setbacks prior to the dedication of right of way. If dedication is part of the implementation of the US-1/Federal Highway Street Tree Master Plan, the record shall include eligible parking space credit.

Chapter XII

DEFINITIONS

Build-to zone means that a building's façade must be built to the specified zone or the area between the minimum and maximum setbacks within which the building's façade is to be located.



Right-of-way means a strip of land acquired by reservation, dedication, forced dedication, prescription, or condemnation and intended to be occupied or occupied by a road, crosswalk, railroad, electric transmission lines, oil or gas pipeline, water line, sanitary storm sewer, and other similar uses. land dedicated, deeded, used, or for a street, alley, walkway, boulevard, drainage facility, access for ingress and egress, or other purpose by the public, certain designated individuals, or governing bodies.



US1- FEDERAL HIGHWAY STREET TREE MASTER PLAN & PROGRAM

DRAFT AUGUST 2023

PREPARED FOR:



CITY COMMISSION

Troy McDonald, Mayor
Eula Clarke, Commissioner
Becky Bruner, Commissioner
Campbell Rich, Commissioner
Christopher Collins, Commissioner

COMMUNITY
REDEVELOPMENT AGENCY

Troy McDonald, Chairperson
Becky Bruner, Vice Chairperson
Eula Clarke, Board Member
Christopher Collins, Board Member
Campbell Rich, Board Member
Tom Campenni, Board Member

COMMUNITY
REDEVELOPMENT BOARD

Tom Campenni, Chairperson
Nikolaus Schroth, Vice Chairperson
Chris Lewis, Board Member
Frank McChrystal, Board Member
Seth Owens, Board Member

STAFF

Mike Mortell, City Manager
Jodi Nentwick-Kugler, Development Director
Pinal Gandhi-Savdas, CRA Executive Director
Jordan Pinkston, CRA Program Manager

PREPARED BY:



Thomas Lanahan, Executive Director
Dana Little, Urban Design Director
Jessica Seymour, Principal Program Coordinator, Project Manager

CONSULTANTS FOR TCRPC

Lauren Moss Clark, Urban Designer
Lucido & Associates, Landscape Architecture

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COMMONLY USED ABBREVIATIONS

ADA	Americans with Disabilities Act
AADT	Annual Average Daily Traffic
CRA	Community Redevelopment Area
CRB	Community Redevelopment Board
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
Martin MPO	Martin Metropolitan Planning Organization
NACTO	National Association of City Transportation Officials
RRR	Resurfacing, Restoration and Rehabilitation
TCRPC	Treasure Coast Regional Planning Council
TDP	Transit Development Plan
L RTP	Long Range Transportation Plan

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services, please call 288-5306 or email mkindel@ci.stuart.fl.us. Hearing-impaired individuals are requested to telephone the Florida Relay System at #711.

MASTER PLAN & PROGRAM GOALS

The City of Stuart has a long history of commitment to the value of trees to the community. The City has been recognized as a “Tree City USA” by the Arbor Day Foundation in 2015. Shade Trees are a vital component of urban resiliency and a recognized priority of the City’s [Sustainability Action Plan \(SAP\)](#). The SAP repeatedly references the value of trees for stormwater, reducing heat island effect, and increasing property values. The Community Redevelopment Agency (CRA) and Council seek to solicit stakeholder input, analyze potential planting location strategies, and provide recommendations for a limited palette of consistent, impactful tree species along the US-1/Federal Highway Corridor. This study follows a recommendation from the [Federal Highway Master Plan](#) and [Triangle District Master Plan](#), adopted in August of 2021, to develop a Street Tree Master Plan & Program to line the US-1/Federal Highway corridor with urban street trees to enhance the usability of sidewalks and the beauty of the corridor. The most critical need area within the CRA, is from the base of the Roosevelt Bridge at Joan Jefferson Way to the intersection of SE Colorado Avenue / Kanner Highway.

This segment of roadway has been identified as by the [Martin MPO Vision Zero Plan](#) as the number two Crash Site in the County for serious injuries and fatal crashes. Counter measures to reduce speeds are part of the recommendations. Urban trees have been found to be an effective countermeasure to reduce driver speed. The posted speed limit is currently 35-mph. The presence of a well-defined road edge may prompt drivers to be more attentive and cautious. ¹

PROGRAM GOALS:

- Improve sidewalks with shade for pedestrians and bicyclist
- Define the roadway to reduce vehicular speeding and driver stress
- Beautify corridor to benefit existing businesses and property owners

¹ https://depts.washington.edu/hhwb/Thm_SafeStreets.html

Arbor Day Foundation names Stuart a ‘Tree City USA’

Staff TCPalm

Published 10:53 a.m. ET April 13, 2016

STUART -- Stuart was named a 2015 Tree City USA by the Arbor Day Foundation in honor of its commitment to effective urban forest management.

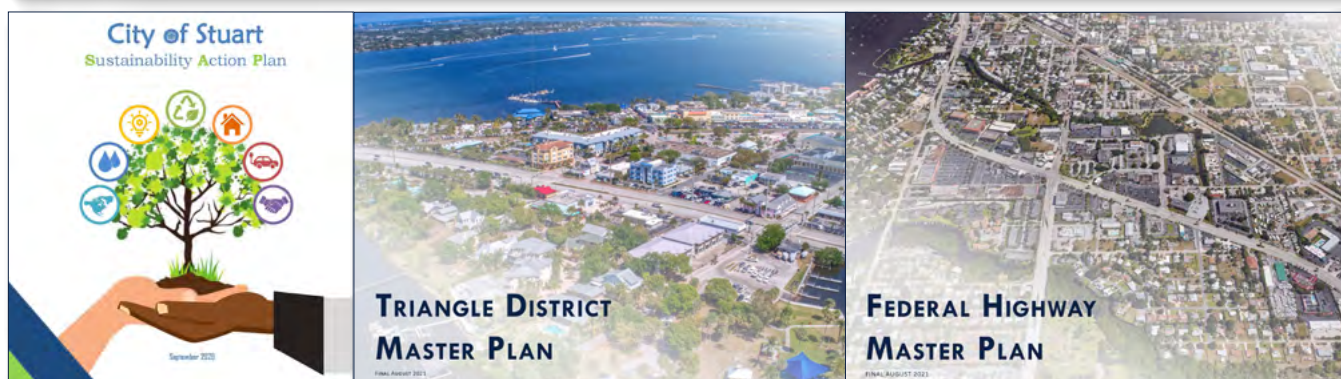


Figure 1 The Stuart News article headline announcing City of Stuart as a “Tree City USA” by the Arbor Day Foundation in 2015.
Figure 2 The cover of the Sustainability Action Plan, the Triangle District Master Plan, and the Federal Highway Master Plan.

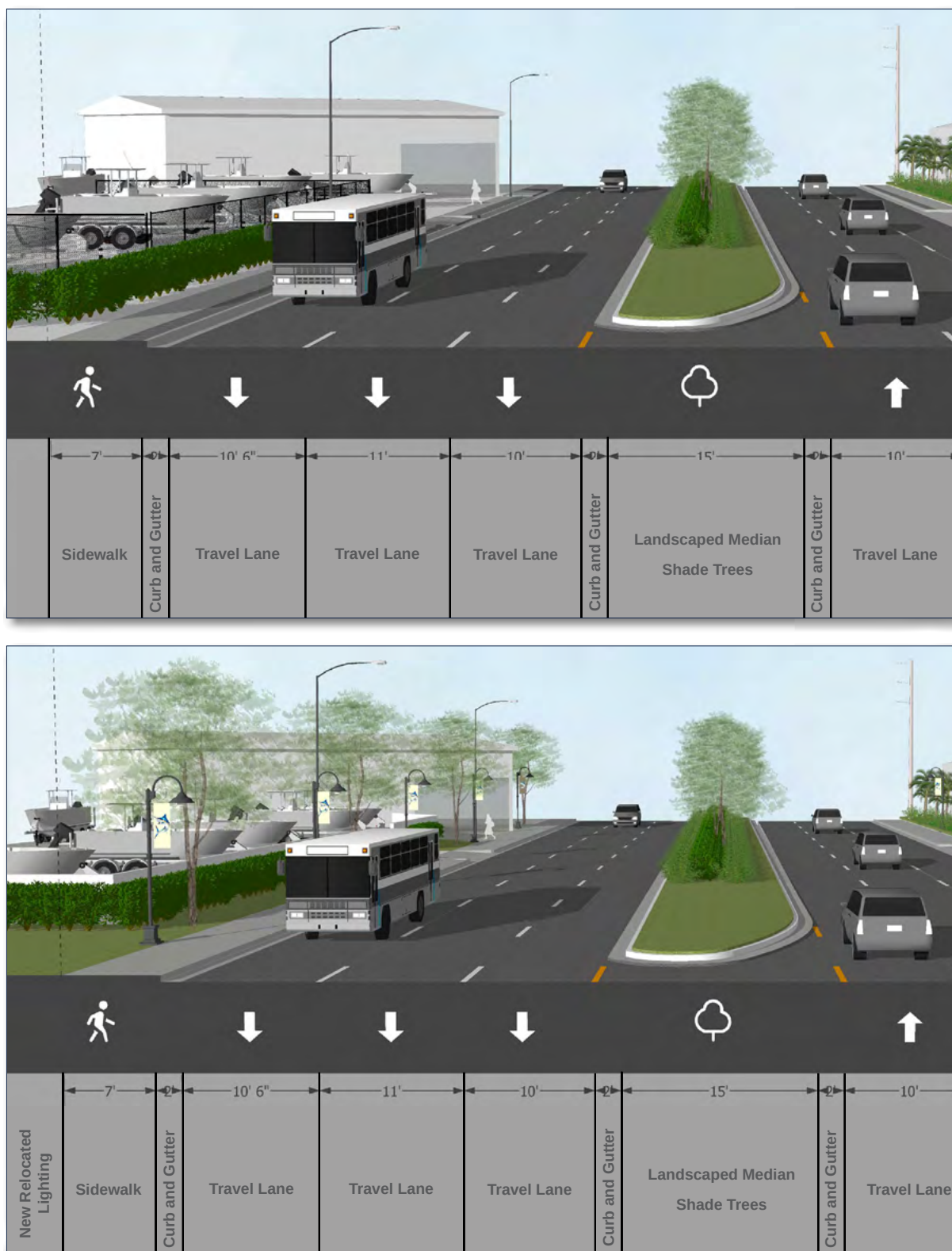


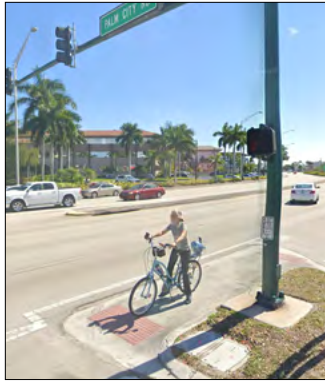
Figure 3 Excerpts from the [Federal Highway Master Plan](#) illustrating the existing conditions and proposed improvement with shade trees and additional landscaping.



Figure 4 Top left, the cover of the [Martin MPO Vision Zero Plan](#) where the study area is identified as an area in need of countermeasures.

Figure 5 Top right, The Stuart News article headline about Edwin Menninger "The Flowering Tree Man" who advocated for the planting of flowering trees throughout the City. These trees have become an identify character for the City.

Figure 6 Bottom, excerpt from the [Martin MPO Vision Zero Plan](#) where the study area is identified as the number 2 site for serious injuries and fatal crashes.



PUBLIX PLAZA IN 2000



PUBLIX PLAZA IN 2004

EXISTING CONTEXT

To the left are examples of the existing context. There is little shade and deficiencies in the sidewalk and bicycle network. The businesses along the roadway also suffer from a lack of attractive landscape in the area. Travelers are moving too fast to see the businesses. Trees have been found to reduce drivers speed and reduce levels of stress and frustration.¹ The responses in a survey conducted in 2021 reflected these same attitudes towards the corridor.

It is helpful to note that interventions to add additional landscaping along the corridor have happened before and should be a part of any redevelopment, infill, or substantial improvement. A small portion of the Publix Plaza was improved with landscaping in 2004 when four trees were added.

¹ https://depts.washington.edu/hhw/b/Thm_SafeStreets.html

Figure 7 Top left image of a cyclist on the sidewalk.

Figure 8 Top right image of a person on a mobility chair at the crosswalk.

Figure 9 An image of sidewalk with large FPL pole reducing the sidewalk width to only 3' wide.

Figure 10 An image of corridor with no sidewalk at the roadway and a vacant business.

Figure 11 Images below show precedent for incremental improvements over time. Red circles show where additional shade trees and landscaping was added. A portion of the median was also closed and landscaped.

OUTREACH

PROPERTY OWNERS

Workshops, open houses, and interviews were included to inform and seek participation in the program. A sample owner's agreement has been developed and is included in [Appendix C](#). Participating property owners have the benefit of:

- Improved street presence & beautification
- Improved stormwater response
- Opportunity to combine Street Tree Master Plan with CRA Commercial Grant Improvement dollars for other site improvements
- A reduction in required on-site parking spaces when converting parking to shade trees

COMMUNITY STAKEHOLDERS

To further inform the analysis, the TCRPC hosted a group interview on December 2, 2021, January 26, 2022 and again on July 26, 2023. The interview was designed to further inform TCRPC to the opportunities and challenges related to the US-1/Federal Highway Street Tree Master Plan. Interviewees are included members of:

- UF/IFAS Master Gardeners
- Garden Club of Stuart
- Florida Native Plant Society
- Downtown Business Association
- Stuart Main Street

Challenges identified included overhead utility lines and height clearances, diseases such as lethal bronzing effecting many palm species. Board support for the program goals was broadly shared.

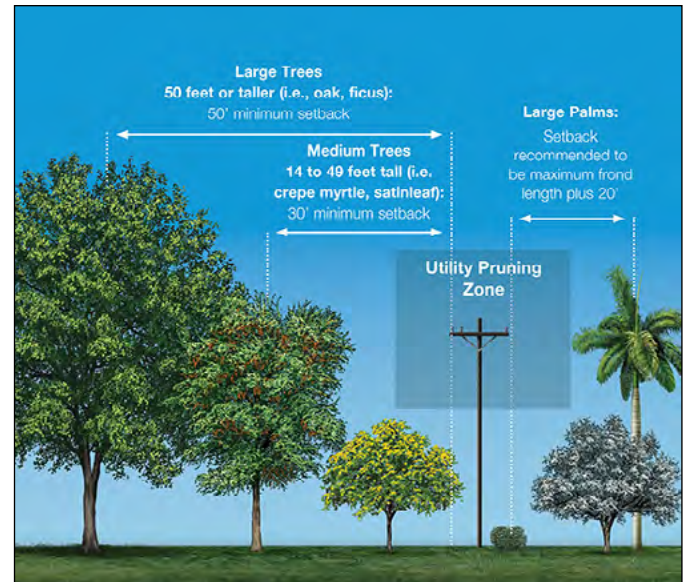


Figure 12 the image above is of FPL Right Tree, Right Place guidance. There are significant utility poles on the west side of the US-1/Federal Highway which have to be considered.



Figure 13 The image above shows palms effected by lethal bronzing. Lethal bronzing (LB) disease was discovered in Florida in 2006 and is caused by a phytoplasma—a type of bacteria that lacks a cell wall and cannot be cultured with artificial media.

STREET TREE OPPORTUNITY PLAN FOR STUDY AREA

To implement the goals outlined, the US-1/Federal Highway Master Plan was developed. The full implementation plan is included in [Appendix A](#). The Master Plan considers the existing conditions, users, and ownership patterns. All existing structures remain and minimal impacts to existing parking or hardscape are illustrated. Where significant sidewalk deficiencies occur, sidewalk interventions is recommended. The Master Plan is intended to be flexible to business needs and modifications may be necessary.

The plan follows the following principles:

- A preference for shade trees, 30 feet on-center whenever allowed by overhead utilities, adjacent uses, and soil volume.
- Palms and understory trees are specified when limited by overhead utilities, adjacent uses, and soil volume and are spaced 20 feet on-center.
- Trees and palms to be planted no further than 20 feet perpendicular from the sidewalk.
- A limited quantity of tree and palm species are specified to strengthen the visual impact along the large corridor. More information on the species identified can be found in Chapter II [Street Tree Cut Sheets](#).



Figure 14 The image to the right is the key to the Federal Highway Street Tree Master Plan found in Appendix A.

RECOMMENDED UPDATES TO LAND DEVELOPMENT CODE

STREETSCAPE STANDARDS

Investment and efforts by the City will be diminished if the Land Development Code (LDC) is not updated to reflect desired expectations for redevelopment. This is particularly important for properties which are zoned Business-2 along the corridor where the setback treatment is less defined. Included in [Appendix B](#) is draft recommended language to define the setback expectations for future development.

The goal is to maintain tree investment by the City and provide a shared-use path or a wide sidewalk. A shared-use path or a wider sidewalk includes a bike facility which is significant since bike facilities do not exist today. The LDC includes flexibility in compliance between residential and different types of commercial uses and the necessary transitions from existing development to new development that may be necessary with long term implementation. Below are images of Broward Boulevard taken in 2011 to 2019 show a similar busy corridor where shaded trees, and a wide shared-use path has been implemented overtime.

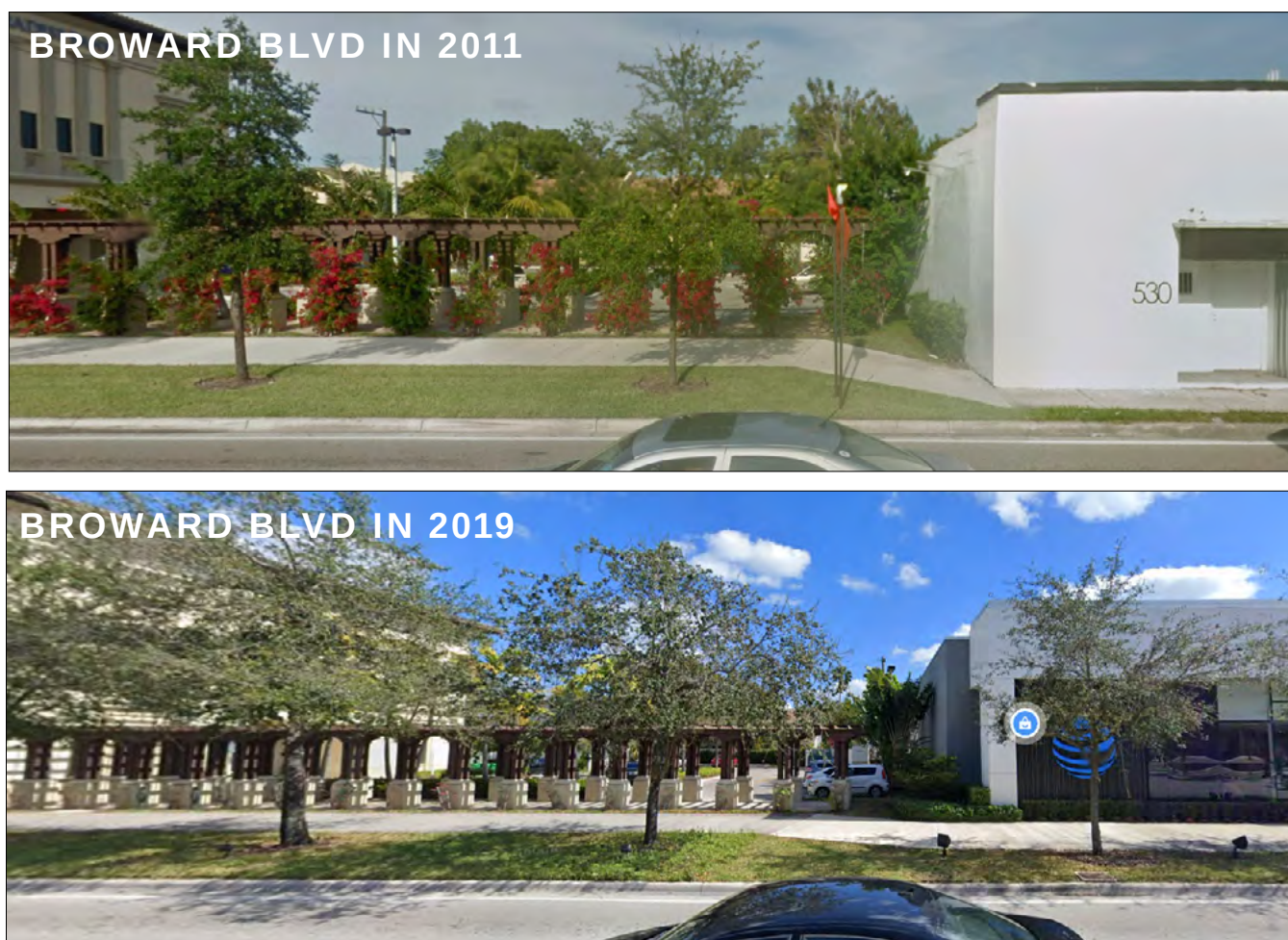
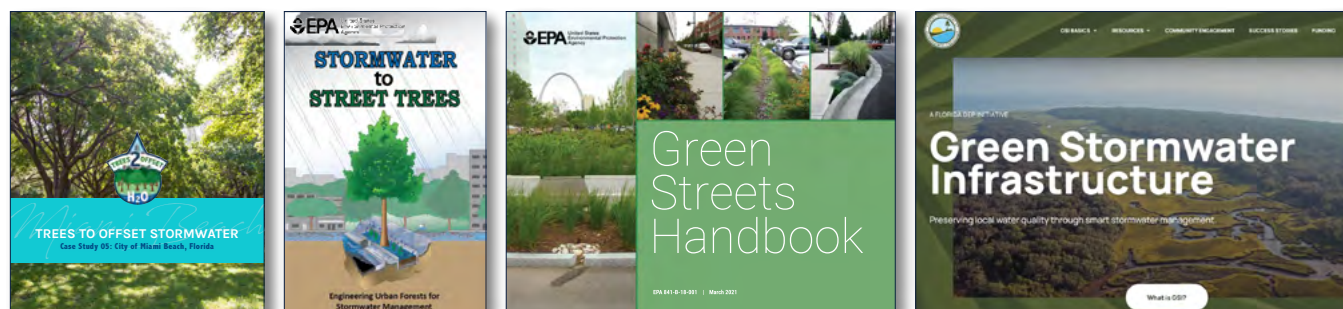


Figure 15 The images above are taken from Google Earth and show the change to the sidewalk conditions on Broward Blvd from 2011 to 2019 where front setback standards have been implemented.

LANDSCAPE CODE UPDATE

The City's landscape code was last updated in 2002. Since that time, the City has seen development under the landscape code, and there may be lessons learned and opportunities to improve the code and incorporated new practices. Adding more, popular native shade trees to the table found in Sec. 6.04.02 such as the *Bursera simaruba* or the Gumbo Limbo may give applicants more options and promote drought tolerate, native shade trees. A greater emphasis on shade trees at sidewalks may be another area for consideration. One of the new practices incorporated into codes across the state since 2002, is low-impact development (LID) practices and green stormwater infrastructure (GSI).

The LID refers to systems and practices that use or mimic natural processes that result in the infiltration, evapotranspiration, or use of stormwater in order to protect water quality. GSI can be used to supplement or replace traditional gray stormwater infrastructure for managing the impacts of rain in urban areas. GSI reduces pollution and treats stormwater by retaining rainfall near its source instead of directing it to a centralized pond or treatment system. Helpful links can be found below.



FDOT RESURFACING PROJECT

FDOT FM #446110-1

C4 CONTEXT CLASSIFICATION

For context, it is important to note that the US-1/Federal Highway Street Tree Master Plan area coincides with the Resurfacing Project of State Road (SR) 5/US 1 from SE Contractors Way to North Jensen Beach Boulevard. Information on the Resurfacing Project is included below:

Project Limits: Winter 2023
Start Date: Summer 2023
Completion Date: Winter 2024

Scope of Work:

- Repave the existing travel lanes with the exception from SW Joan Jefferson Way to NW Wright Boulevard
- Construct sidewalks where feasible to fill in missing gaps
- Install new pavement markings
- Upgrade pedestrian pushbutton detectors at signalized intersections
- Upgrade lighting at signalized intersections
- Minor drainage improvements

STREET TREE CUT SHEETS

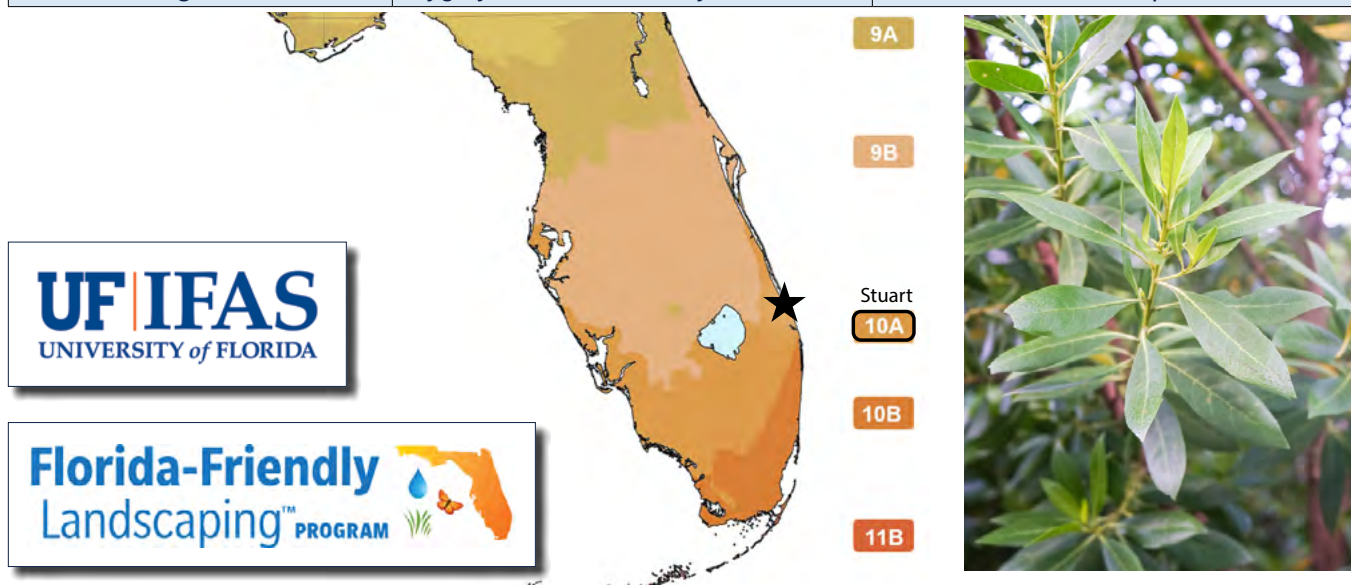
Street Tree Cut Sheets are provided as a quick reference guide for the species included in the *US-1/Federal Highway Street Tree Master Plan & Program*. There are six different types of plantings recommended as part of the program:

- A *Corridor Canopy Tree* to be used whenever allowed by vertical clearances.
- A *Under Utility Line Corridor Tree* to be used whenever a canopy tree is restricted by overhead lines.
- A *Median Flowering Tree* to be used in the median between existing oaks and gateway palms.
- A *Corridor Palm* to be used where soil dimensions do not allow for a tree placement or adjacent use is prohibitive. This type of planting would only be eligible as part of an existing condition and not with new construction or substantial renovation.
- A *Median Gateway Palm* to be used within medians to announce the downtown with height and is consistent with existing downtown median palms.
- A *Median Frangible Palm* to be used within medians that do not provide adequate dimensions as specified in the FDOT standards for non-frangible elements such as a median that is less than eight feet.

Information included in the following *Street Tree Cut Sheets* is provided courtesy of the Florida Friendly Plant List Database and resources from the UF/IFAS Extension. Follow links to their websites for more information.

US-1/FEDERAL HIGHWAY CORRIDOR: PLANT SELECTIONS

Corridor Canopy Tree	Southern Live Oak	<i>Quercus virginiana</i>
Under Utility Line Corridor Tree	Silver Buttonwood	<i>Conocarpus erectus</i> var. <i>sericeus</i>
	Pigeon Plum	<i>Coccoloba diversifolia</i>
Median Flowering Tree	Purple Trumpet Tree	<i>Tabebuia impetiginosa</i>
Corridor Palm	Foxtail Palm	<i>Wodyetia bifurcata</i>
Median Gateway Palm	Royal Palm	<i>Roystonea regia</i>
Median Frangible Palm	'Pygmy' Date Rubicola Hybrid	<i>Phoenix roebelenii</i> x <i>rupicola</i>





SOUTHERN LIVE OAK

QUERCUS VIRGINIANA

CORRIDOR CANOPY TREE



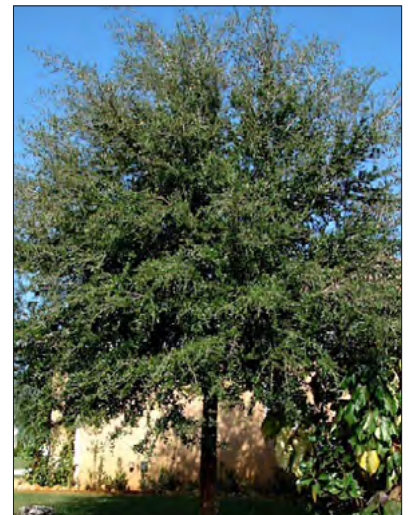
ATTRIBUTES

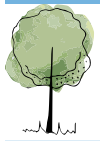
- Grows rapidly when young. Can live for centuries. Adapts to almost any type of soil. Tolerates salt spray and compacted soil.
- Works well as a street tree. Has superior wind resistance. Assumes a dwarf form on drier sites.
- Grows in a rounded shape. A live oak tree is a moderate grower, it needs full sun and room to spread its wings, as well as a well-drained planting location. Oaks are cold hardy, and fine in any Florida planting zone.
- Trimming is unnecessary for a young live oak tree but watering is critical. These trees must have regular irrigation to grow strong root systems that will support this large tree.
- Clear zone from sidewalks of 10 feet or more so roots don't cause problems. Avoid placing near other big trees that will shade it.



QUERCUS VIRGINIANA

	Native or Florida Friendly	Yes, both
	Zone	Zone 7-10
	Height and Canopy	Height: 40–80' Spread: 60–100'
	Growth Rate	Medium rate, with height increases of 13–24" per year
	Drought Tolerant	Has some flood and drought tolerance
	Soil preference & Maintenance	Very adaptable—growing in most soils
	Flowering/Fruiting	Produces green acorns
	Fruit/Leaf Litter	Some leaf litter with new growth
	Wildlife Value	Acorns provide food for many birds and mammals





PIGEON PLUM

COCCOLOBA DIVERSIFOLIA

UNDER UTILITY LINE CORRIDOR TREE



ATTRIBUTES

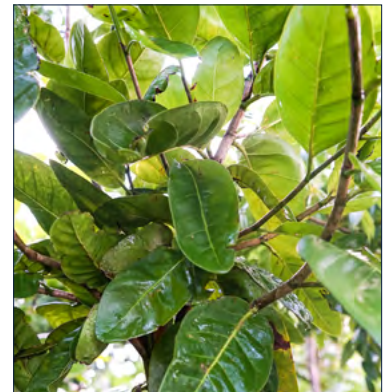
It is a Florida native with a nice shape and attractive exfoliating bark. Pigeon Plum also appears on most city-approved tree lists. The Pigeon Plum is very similar in appearance to its Sea Plum and Sea Grape relatives.

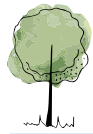
- Does well in full sun or part shade. Moderately fast growing in part shade, but In full sun, this plant is thought to be fast growing.
- creating a nice natural habitat for indigenous wildlife. It only drops for 2 months out of the year.
- No need for irrigation after becoming established. It gets a dense and compact canopy.
- This tree is both drought and salt tolerant. High wind tolerance makes this a hurricane resistant tree.



PIGEON PLUM COCCOLOBA DIVERSIFOLIA

	Native or Florida Friendly	Yes, both
	Zone	Zone 10-11
	Height and Canopy	Height of 15-25' and a spread of 20-35' at maturity
	Growth Rate	Medium rate, with height increases of 12-36" per year
	Drought Tolerant	High drought tolerance
	Soil preference & Maintenance	Moist well-drained soils
	Flowering/Fruiting	Producing year-round flowers/fruiting only once a year
	Fruit/Leaf Litter	Dropping fruit only two months out of the year
	Wildlife Value	Attracts birds





SILVER BUTTONWOOD

CONOCARPUS ERECTUS VAR. SERICEUS

UNDER UTILITY LINE CORRIDOR TREE



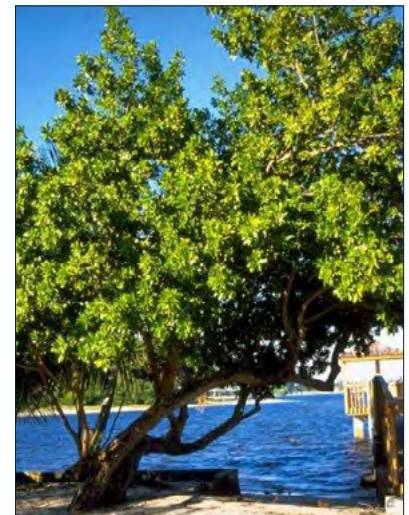
ATTRIBUTES

- Silver Buttonwood is often seen as a small, somewhat asymmetrical shrub but is ideal for use as a screen, clipped hedge, or specimen planting. Due to the attractive bark and soft foliage, a multi-stemmed specimen can make a nice patio or street tree. Will often take on a picturesque, contorted appearance when exposed to constant seashore winds, creating an attractive specimen. The crown is more symmetrical 1/2 mile or more from the coast or on the inland side of a tall ocean-front building.
- A Florida native, silver buttonwood is ideal for seaside plantings as it is highly tolerant of full sun, sandy soils, and salty conditions. It withstands the rigors of urban conditions very well and makes a durable street or parking lot tree. Due to its small size, plant on 15-foot centers to form a closed canopy along a street. Purchase single-trunked trees for street and parking lot planting.



CONOCARPUS ERECTUS VAR. SERICEUS

	Native or Florida Friendly	Yes, both
	Zone	10 to 11
	Height and Canopy	Spread: 15 to 20 feet Height: 5 to 50 feet
	Growth Rate	Moderate
	Drought Tolerant	Yes
	Soil preference & Maintenance	Very adaptable—Well Drained, Slightly Acid to Alkaline (6.0-8.0)
	Flowering/Fruiting	White spring flowers
	Fruit/Leaf Litter	Brown, red fruit
	Wildlife Value	Attracts birds





PURPLE TRUMPET TREE

TABEUIA IMPETIGINOSA

MEDIAN FLOWERING TREE



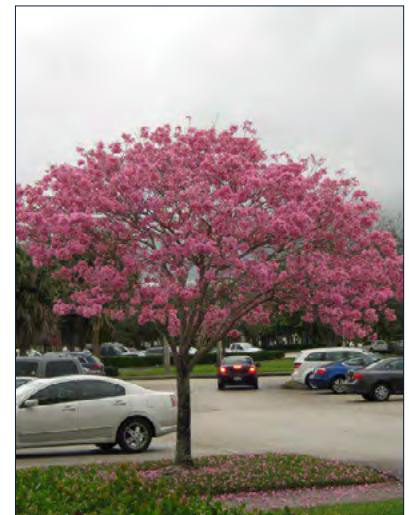
ATTRIBUTES

- Also known as a Purple Tabebuia, this small tree blooms showy, pinkish-purple, spring flowers in the spring.
- It has moderate wind resistance.
- No pests or diseases are of major concern although they can get leaf spot,
- Trees will have a better form if trained to a single trunk and staked until they are six to eight feet tall, at which time they can be allowed to grow naturally.
- Branching is often sparse allowing turf and other sun loving plants to grow beneath the canopy.
- Its common uses include tree lawn, highway median, deck or patio or even a container or planter tree.



TABEUIA IMPETIGINOSA

	Native or Florida Friendly	Florida Friendly
	Zone	9a to 11
	Height and Canopy	Spread: 10 to 15 feet Height: 12 to 18 feet
	Growth Rate	Moderate
	Drought Tolerant	High
	Soil preference & Maintenance	Any texture, well drained, tolerates any soil pH (4.5-8.0)
	Flowering/Fruiting	Purple Flower in March, April and May
	Fruit/Leaf Litter	Deciduous
	Wildlife Value	Moderate



**FOXTAIL PALM***WODYETIA BIFURCATA***ATTRIBUTES**

- The common name is in reference to the fronds' appearance, which some people think resemble the bushy tail of a fox.
- Pale green, arching fronds with leaflets radiating from leaf stem, giving appearance of bottlebrush or foxtail; white, spring flowers; colorful clusters of red to orange/red fruit.
- Need to be fertilized 3-4 times a year.
- It survives best where temperatures do not fall below 30°F.
- The foxtail palm can reach heights of 30 feet, growing fast in full sun, but the plant is tolerant of both sunny and shady conditions.
- Foxtail palm prefers a well-drained soil with a slightly acidic pH. This palm is drought tolerant, but it exhibits the best growth when ample water is applied at its base.

**WODYETIA BIFURCATA**

	Native or Florida Friendly	Florida Friendly
	Zone	10 to 11
	Height and Canopy	Height: 20-30' Spread: 8'-20'
	Growth Rate	Slow
	Drought Tolerant	Medium
	Soil preference & Maintenance	Sandy, well-draining soil
	Flowering/Fruiting	No
	Fruit/Leaf Litter	Evergreen, white flower
	Wildlife Value	Moderate





ROYAL PALM

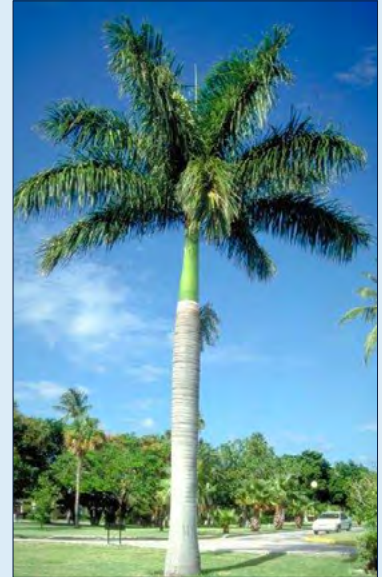
ROYSTONEA REGIA

MEDIAN GATEWAY PALM



ATTRIBUTES

- Royal palms are tall, smooth, cement gray trunk with a broad, dense crown of soft, gently drooping, feathery fronds; fragrant.
- They are commonly used in urban buffers and medians since they have been successfully grown in urban areas where air pollution, poor drainage, compacted soil, and drought are common. They also have high wind resistance.
- Royal palms are considered self-cleaning: naturally dying old leaves will cleanly drop off by themselves, at a rate of about one leaf per month.
- Royal palms have few serious insect pests and Compared to other palm species are relatively disease resistant. Ganoderma butt rot is the most serious problem on Royal Palms. It kills trees which it infects. The disease often enters the trunk through injuries on the lower trunk and roots.



ROYSTONEA REGIA

	Native or Florida Friendly	Native & Florida Friendly
	Zone	10 to 11
	Height and Canopy	Spread: 15 to 25 feet Height: 50 to 80 feet
	Growth Rate	Moderate
	Drought Tolerant	Medium
	Soil preference & Maintenance	Any Texture, Well Drained to Medium Drained, Acid to Slightly Alkaline
	Flowering/Fruiting	White, yellow summer flowers
	Fruit/Leaf Litter	Black fruit
	Wildlife Value	Moderate





PYGMY DATE RUBICOLA HYBRID

PHOENIX ROEBLENII X RUPICOLA

MEDIAN
FRANGIBLE PALM



ATTRIBUTES

- The pygmy date palm is one of the most popular small landscape palms in Florida. It is single-stemmed, but is often grown in clumps of 2–4 closely spaced individuals which, when older, give the impression of a multi-stemmed palm
- The feather-shaped (pinnate) leaves have slender petioles and basal leaflets that are modified into sharp 2–3 inch long spines. The slender, often crooked trunk varies in diameter from 3–6 inches and is covered with distinctive peg-like leaf bases.
- Older specimens will have a large mass of aerial root initials at the base of the trunk. Cream-colored male and female flowers are found on separate trees (dioecious) in the spring that are followed by small elongated reddish-brown fruits that turn black upon ripening.



PHOENIX ROEBLENII X RUPICOLA

	Native or Florida Friendly	Florida Friendly
	Zone	8a to 11
	Height and Canopy	Height: 6' - 12' Spread: 6' - 15'
	Growth Rate	Moderate
	Drought Tolerant	Yes
	Soil preference & Maintenance	Well-draining to sandy soil that is neutral to slightly alkaline
	Flowering/Fruiting	Yellow, summer flowers
	Fruit/Leaf Litter	Orange fruit
	Wildlife Value	Provides food for wildlife



RECOMMENDED ACTIONS

The table below outlines the recommended actions and the responsible or coordinating entities for those actions. In addition to the implementation of the US-1/Federal Highway Master Plan & Program, a comprehensive approach which includes a commitment to tree maintenance and canopy goals is recommended.

The commitment includes reaffirming the status as a Tree City USA and updating aspects of the Land Development Code. There are recommendations included in [Appendix B](#) for the streetscape standards to be added to the existing street-based setbacks on US-1/Federal Highway. Also listed is an update of the existing Landscape Code. An update to the Landscape Code is an opportunity to incorporate low-impact development practices, additional native trees species, and lessons learned from built projects since the landscape code was update in 2002.

The U.S. Forest Service in the [Urban Forest Toolkit](#) outlines general recommendations for improving tree canopy through policy and implementation and is an excellent resource.

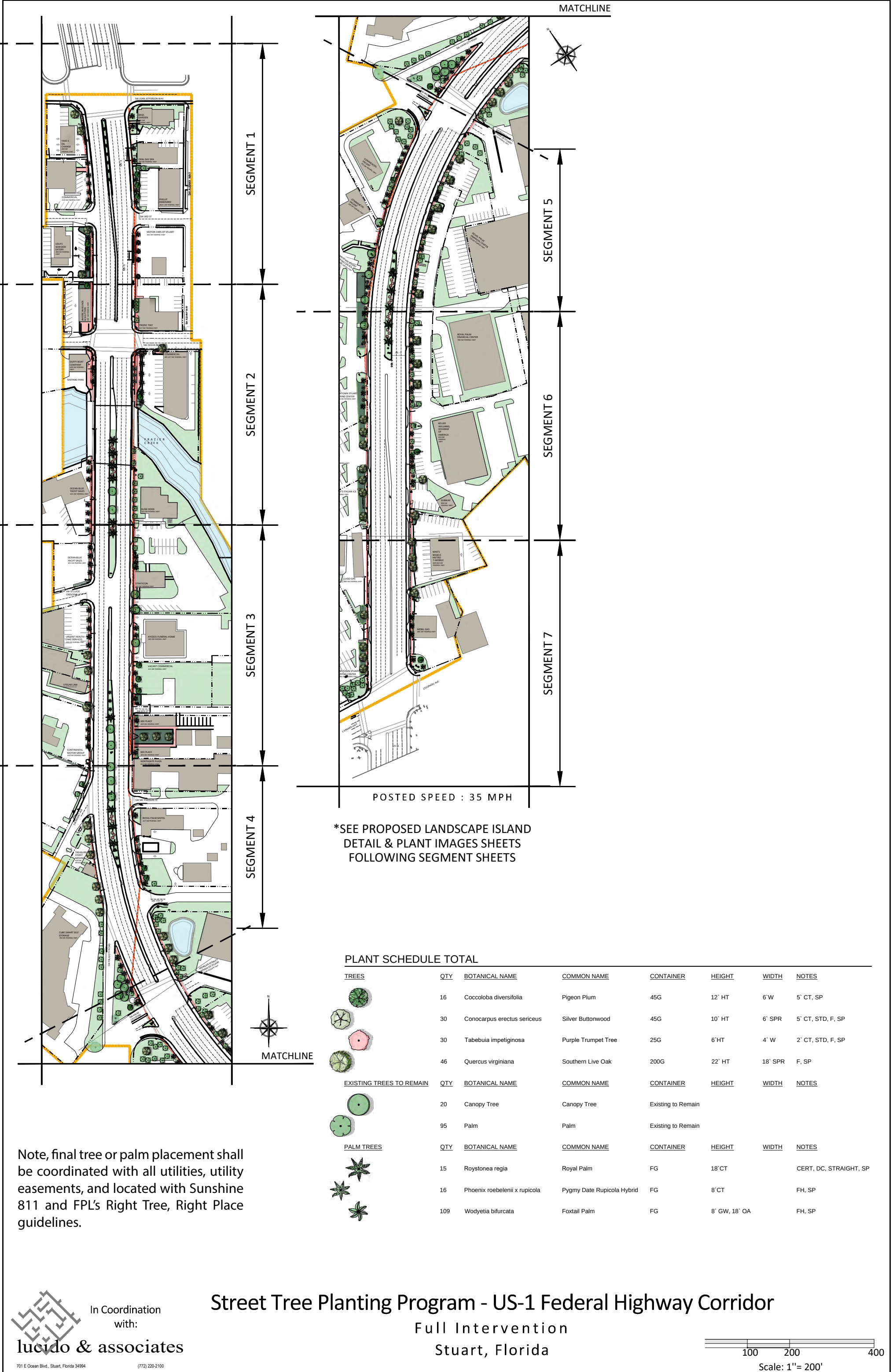
	<i>PRIORITIZED ACTION ITEMS</i>	<i>ENTITIES</i>	<i>TIME FRAME</i>
A	Re-establish as a Tree City USA	City of Stuart, Arbor Day Foundation	6 months
B	Update Land Development Code with Streetscape Standards at US-1/Federal Highway	City of Stuart	6 months
C	Adopt the US-1/Federal Highway Street Tree Master Plan	City of Stuart	6 months
D	Implement the US-1/Federal Highway Master Plan	Property Owners, City of Stuart, FDOT, Martin MPO	24 months+
	Host Open House & Outreach with Property Owners		
	Develop permit plans with Applicants		
	Bidding & Construction		
E	Additional Median Landscaping on US-1/Federal Highway	City of Stuart, FDOT, Martin MPO	24 months+
F	Review & Update City of Stuart Landscape Code	City of Stuart	Initiate within 12 months
G	Establish a Tree Inventory or Urban Tree Canopy Assessment	City of Stuart	12 months & ongoing
H	Nominate Florida Champion Trees on City Owned-Properties	City of Stuart, Urban Forestry Program at Florida Department of Agriculture & Consumer Services	12 months & ongoing

FUNDING SOURCES

There are two primary public agency funding sources for tree planting projects. These include the U.S. Forest Service in partnership with the Florida Urban and Community Forestry and the Florida Department of Transportation (FDOT). There are also corporate grant opportunities through nonprofit agencies like the Arbor Day Foundation. Each funding source is described briefly below. For more information follow the hyperlinks to the agencies' websites.

POTENTIAL FUNDING SOURCES		DESCRIPTION
	Florida Urban & Community Forestry Grants as part of the U.S. Forest Service Urban & Community Forestry Matching Grant Program	There are four grant categories offered: •Public Tree Inventory or Urban Tree Canopy Assessment •Urban Forest Management Planning •Urban Forestry Information and Education •Managing Community Forests Grant Program
	Florida Department of Transportation FDOT Beautification Grant District Four Landscape Contacts Consider application late in 2024 as part of fiscal year 2024 when other FDOT work in study area is complete.	It is available to State of Florida local governmental entities interested in providing landscaping and irrigation along State transportation facilities. Landscape projects funded by the Beautification Grant are typically used on FDOT Right-of-Ways but can in some instances extend onto publicly owned property that is contiguous to and visible from the Department's right of way.
	Arbor Day Foundation TD Green Space Grant Information	TD Green Space Grants support green infrastructure development, tree planting, forestry stewardship, and community green space expansion as a way to advance environmental and economic benefits toward a low-carbon economy. Through the program, municipalities are eligible to receive \$20,000 grants in support of local forestry projects in areas of great need within a community.
	Community Redevelopment Agency	CRA funds can be used as match funding for grants programs, design, planning, and implementation.
	Environmental Protection Agency Green Infrastructure Funding Opportunities	There may be ways to incorporate tree planting and low impact development goals simultaneously. In that case, other grant opportunities from EPA and FDEP may be possible funding or loan sources.
	Florida Department of Environmental Protection	•Federal 319(h) Grant & Nonpoint Source Funds •Resilient Florida Grants

APPENDIX A
US-1/FEDERAL HIGHWAY
STREET TREE MASTER PLAN



PLANT SCHEDULE TOTAL

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES
	16	Coccoloba diversifolia	Pigeon Plum	45G	12' HT	6' W	5' CT, SP
	30	Conocarpus erectus sericeus	Silver Buttonwood	45G	10' HT	6' SPR	5' CT, STD, F, SP
	30	Tabebuia impetiginosa	Purple Trumpet Tree	25G	6' HT	4' W	2' CT, STD, F, SP
	46	Quercus virginiana	Southern Live Oak	200G	22' HT	18' SPR	F, SP
EXISTING TREES TO REMAIN	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES
	20	Canopy Tree	Canopy Tree	Existing to Remain			
	95	Palm	Palm	Existing to Remain			
PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES
	15	Roystonea regia	Royal Palm	FG	18' CT		CERT, DC, STRAIGHT, SP
	16	Phoenix roebelenii x rupicola	Pygmy Date Rupicola Hybrid	FG	8' CT		FH, SP
	109	Wodyetia bifurcata	Foxtail Palm	FG	8' GW, 18' OA		FH, SP

Note, final tree or palm placement shall be coordinated with all utilities, utility easements, and located with Sunshine 811 and FPL's Right Tree, Right Place guidelines.



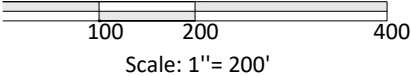
In Coordination
with:

lucido & associates

Street Tree Planting Program - US-1 Federal Highway Corridor

Full Intervention

Stuart, Florida



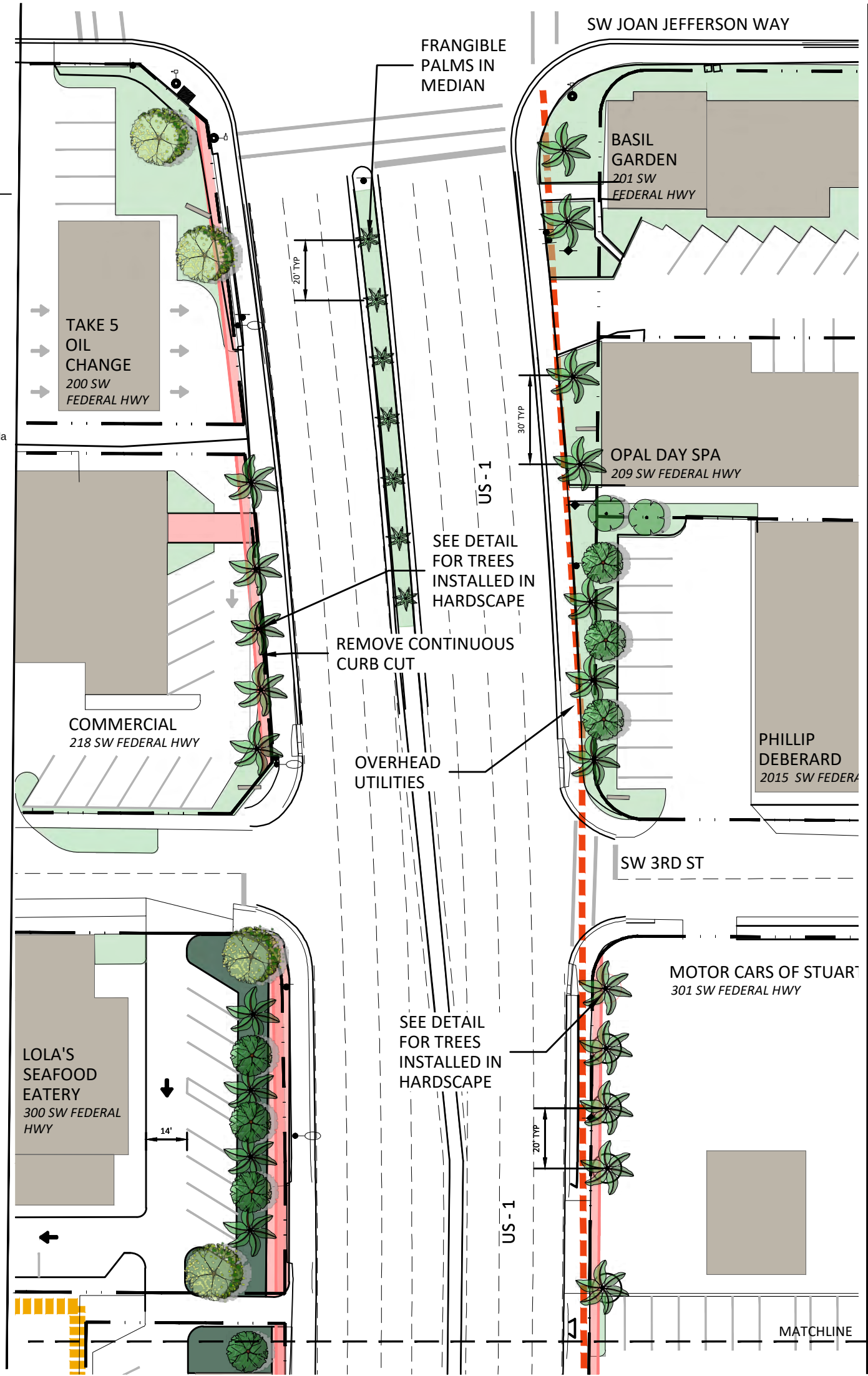
LEGEND	
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	EXIST. LIGHT POLE
	EXIST. UTILITY POLE
	EXIST. SIGNAL POLE
	EXIST. SIGNAL BOX
	PED. SIGNAL
	EXIST. FIRE HYDRANT
	EXIST. INLET

	EXIST. POND OR WATERWAY
	EXIST. BUILDING FOOTPRINT
	EXIST. PERVIOUS LAWN/LANDSCAPE
	NEW PERVIOUS LAWN/ LANDSCAPE
	NEW SIDEWALK

PLANT SCHEDULE SEGMENT 1

TREES	QTY	BOTANICAL NAME
	7	Coccoloba diversifolia
	4	Quercus virginiana
EXISTING TREES TO REMAIN		
	2	Palm
PALM TREES		
	7	Phoenix roebelenii x rupicola
	21	Wodyetia bifurcata

SEGMENT 1



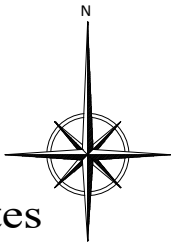
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In Coordination with:

lucido & associates

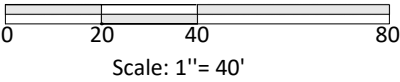
701 E Ocean Blvd., Stuart, Florida 34994 (772) 220-2100



Street Tree Planting Program - US-1 Federal Highway Corridor

Full Intervention

Stuart, Florida



LEGEND

EXIST. SIGN/POST

EXIST. LIGHT POLE

EXIST. UTILITY POLE

EXIST. SIGNAL POLE

EXIST. SIGNAL BOX

PED. SIGNAL

EXIST. FIRE HYDRANT

EXIST. INLET

EXIST. POND OR WATERWAY

EXIST. BUILDING FOOTPRINT

EXIST. PERVIOUS LAWN/LANDSCAPE

NEW PERVIOUS LAWN/ LANDSCAPE

NEW SIDEWALK

PLANT SCHEDULE SEGMENT 2

TREES	QTY	BOTANICAL NAME
	1	Coccoloba diversifolia
	4	Conocarpus erectus sericeus
	9	Tabebuia impetiginosa
	1	Quercus virginiana
EXISTING TREES TO REMAIN	QTY	BOTANICAL NAME
	2	Canopy Tree
	13	Palm
PALM TREES	QTY	BOTANICAL NAME
	5	Roystonea regia
	14	Wodyetia bifurcata

SEGMENT 2

INFILL EXISTING TREES WITH ADDITIONAL PALMS TO ADD VISUAL HEIGHT TO MEDIANS

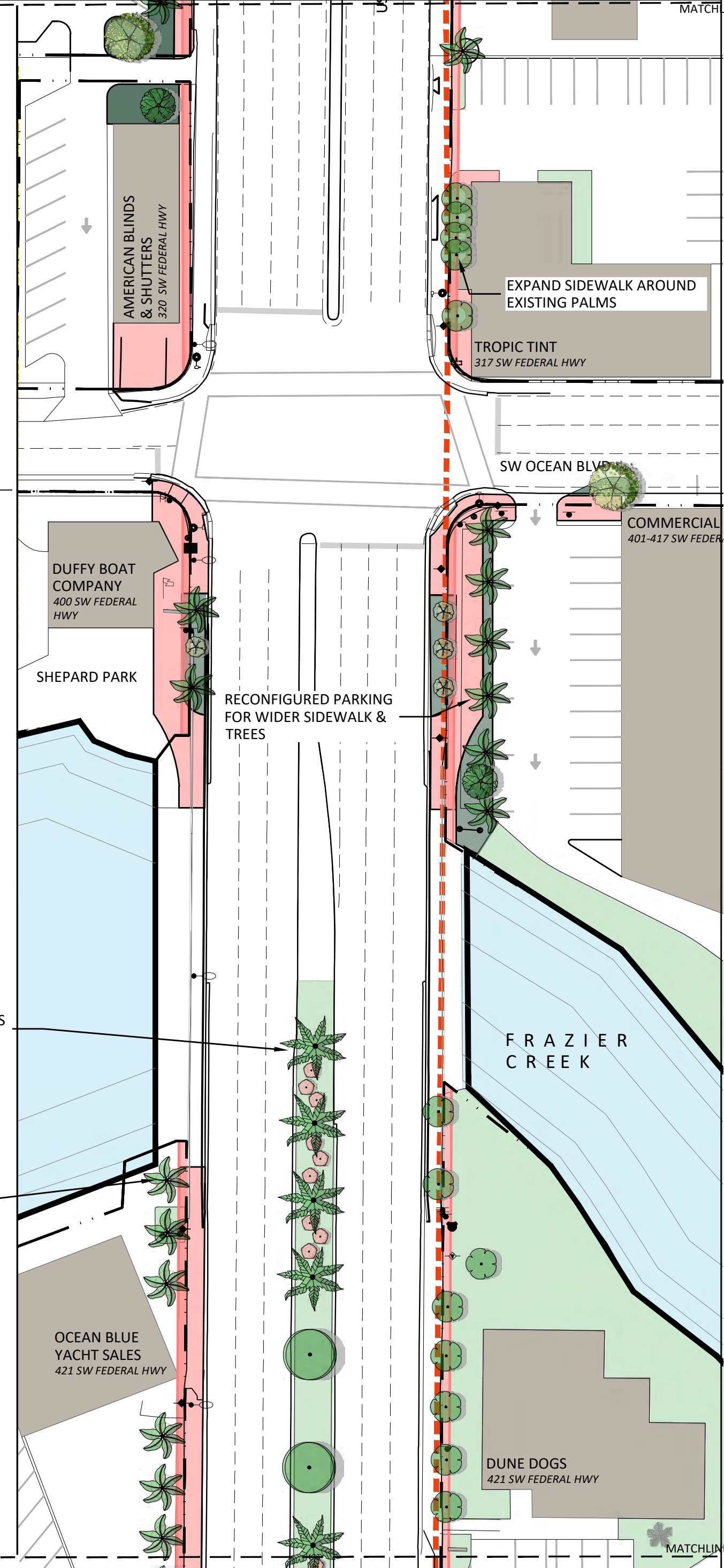
SEE DETAIL FOR TREES INSTALLED IN HARDSCAPE

Note, final tree or palm placement shall be coordinated with all utilities, utility easements, and located with Sunshine 811 and FPL's Right Tree, Right Place guidelines.

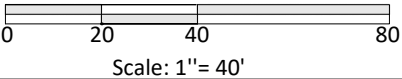
In Coordination with:

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Full Intervention
Stuart, Florida



LEGEND

EXIST. SIGN/POST

EXIST. LIGHT POLE

EXIST. UTILITY POLE

EXIST. SIGNAL POLE

EXIST. SIGNAL BOX

PED. SIGNAL

EXIST. FIRE HYDRANT

EXIST. INLET

EXIST. POND OR WATERWAY

EXIST. BUILDING FOOTPRINT

EXIST. PERVIOUS LAWN/LANDSCAPE

NEW PERVIOUS LAWN/ LANDSCAPE

NEW SIDEWALK

PLANT SCHEDULE SEGMENT 3

TREES	QTY	BOTANICAL NAME
	3	Coccoloba diversifolia
	3	Tabebuia impetiginosa
	6	Quercus virginiana
EXISTING TREES TO REMAIN	QTY	BOTANICAL NAME
	6	Canopy Tree
	3	Palm
PALM TREES	QTY	BOTANICAL NAME
	2	Roystonea regia
	3	Phoenix roebelenii x rupicola
	24	Wodyetia bifurcata

SEGMENT 3

INFILL EXISTING TREES WITH ADDITIONAL PALMS TO ADD VISUAL HEIGHT TO MEDIANS

SEE DETAIL FOR TREES INSTALLED IN HARDSCAPE

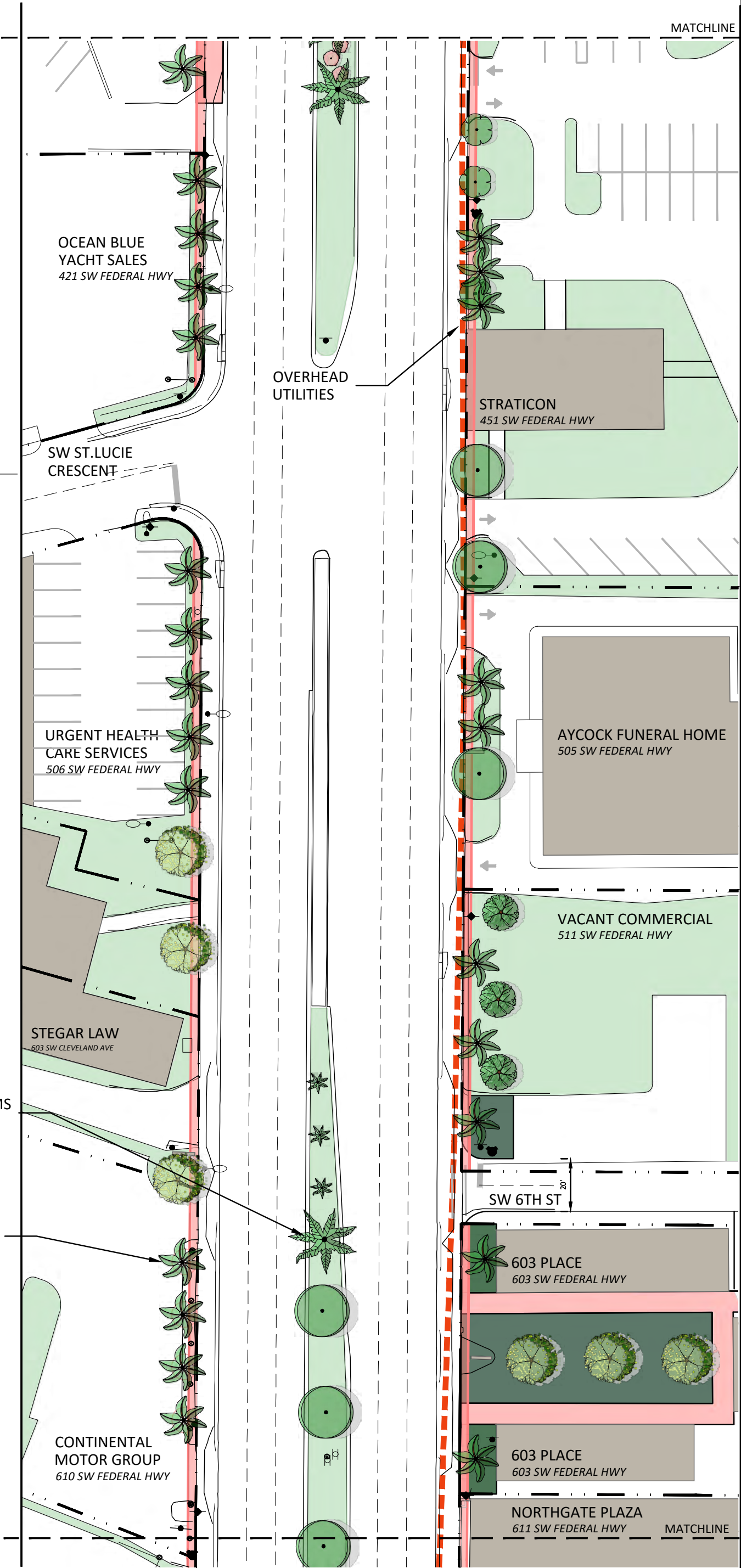
Note, final tree or palm placement shall be coordinated with all utilities, utility easements, and located with Sunshine 811 and FPL's Right Tree, Right Place guidelines.

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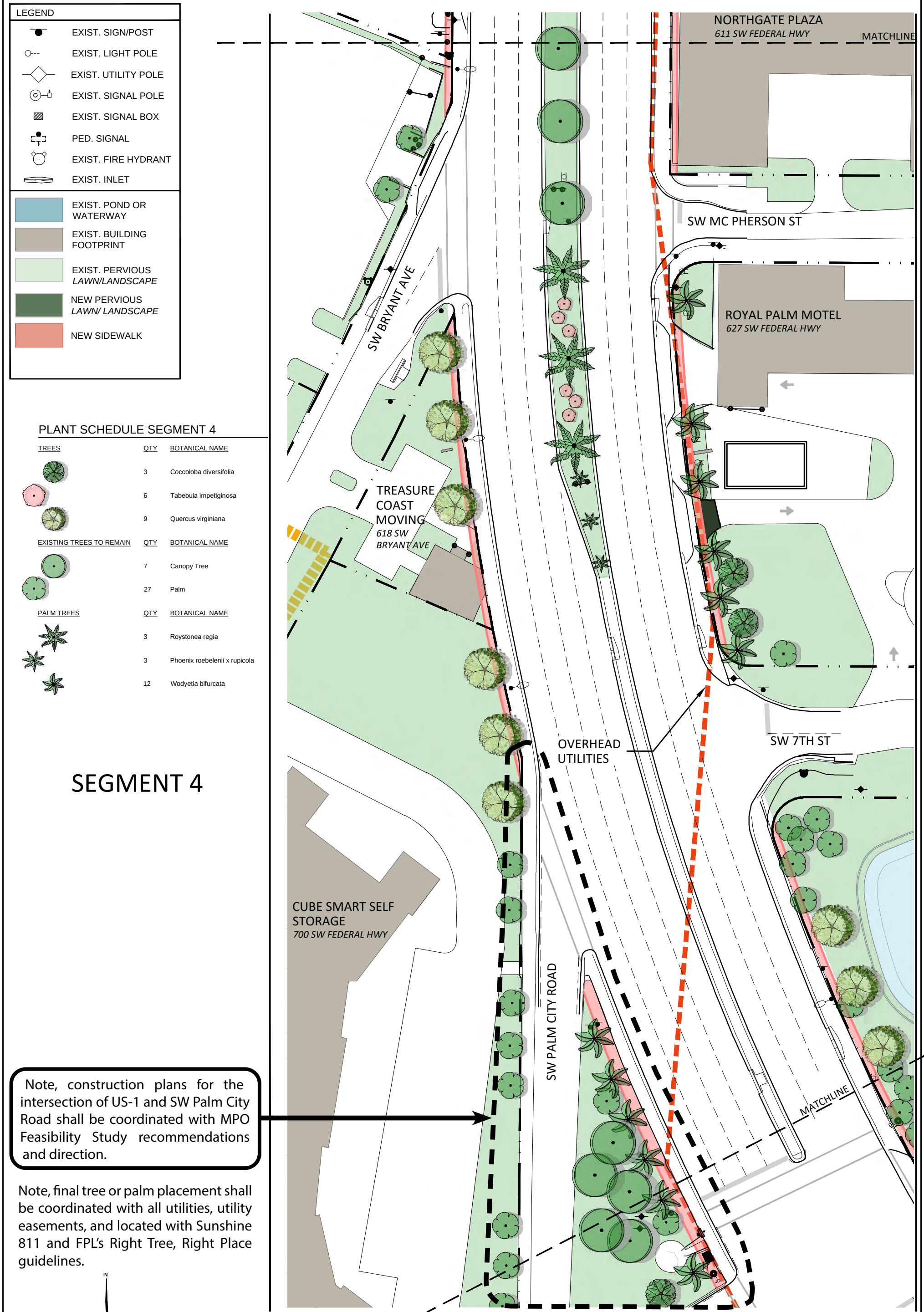
(772) 220-2100



Street Tree Planting Program - US-1 Federal Highway Corridor

Full Intervention

Stuart, Florida



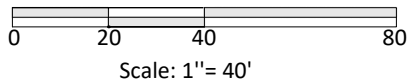
Note, construction plans for the intersection of US-1 and SW Palm City Road shall be coordinated with MPO Feasibility Study recommendations and direction.

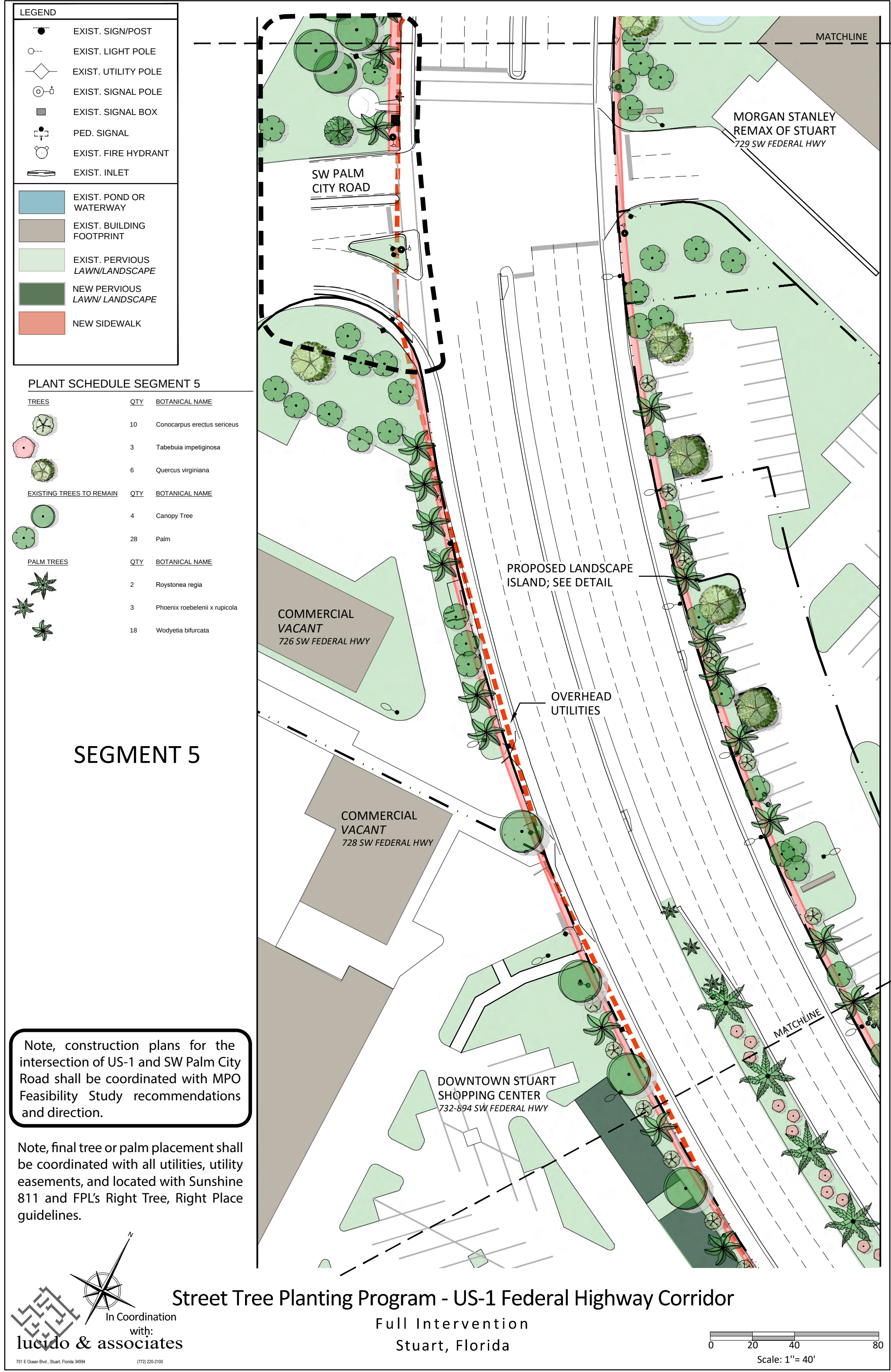
Note, final tree or palm placement shall be coordinated with all utilities, utility easements, and located with Sunshine 811 and FPL's Right Tree, Right Place guidelines.

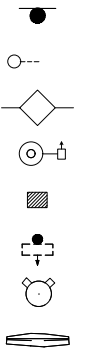
701 E Ocean Blvd., Stuart, Florida 34994
(772) 220-2100

In Coordination
with:

Street Tree Planting Program - US-1 Federal Highway Corridor
Full Intervention
Stuart, Florida







EXIST. SIGN/POST

EXIST. LIGHT POLE

EXIST. UTILITY POLE

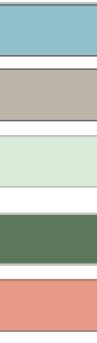
EXIST. SIGNAL POLE

EXIST. SIGNAL BOX

PED. SIGNAL

EXIST. FIRE HYDRANT

EXIST. INLET



EXIST. POND OR WATERWAY

EXIST. BUILDING FOOTPRINT

EXIST. PERVIOUS LAWN/LANDSCAPE

NEW PERVIOUS LAWN/ LANDSCAPE

NEW SIDEWALK



TREES

QTY

BOTANICAL NAME

1

Coccoloba diversifolia

16

Conocarpus erectus sericeus

9

Tabebuia impetiginosa

12

Quercus virginiana



EXISTING TREES TO REMAIN

QTY

BOTANICAL NAME

1

Canopy Tree

12

Palm



PALM TREES

QTY

BOTANICAL NAME

2

Roystonea regia

15

Wodyetia bifurcata

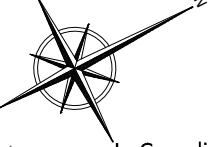
SEGMENT 6

Note, final tree or palm placement shall be coordinated with all utilities, utility easements, and located with Sunshine 811 and FPL's Right Tree, Right Place guidelines.



In Coordination with:

lucido & associates



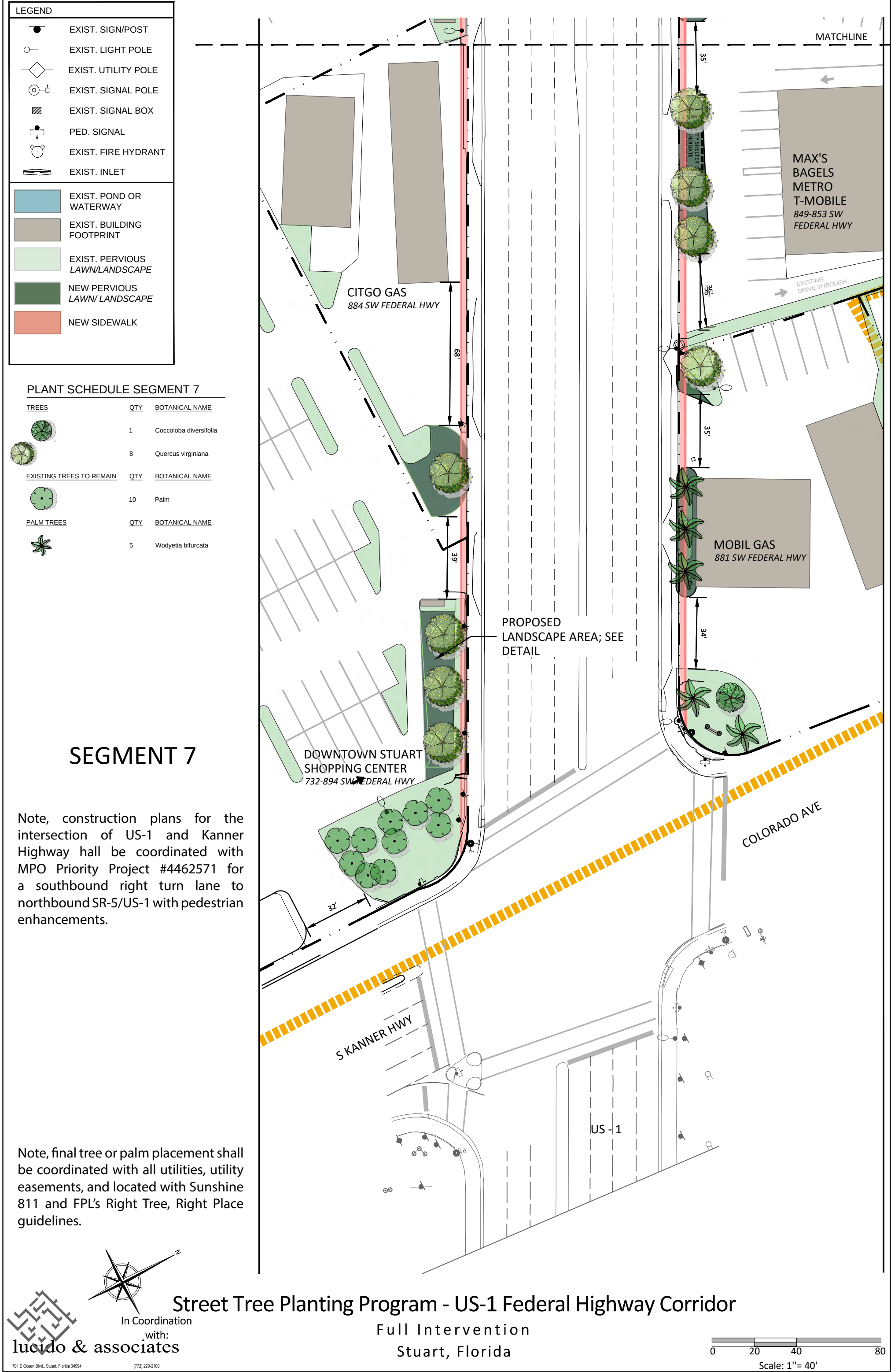
701 E Ocean Blvd., Stuart, Florida 34994

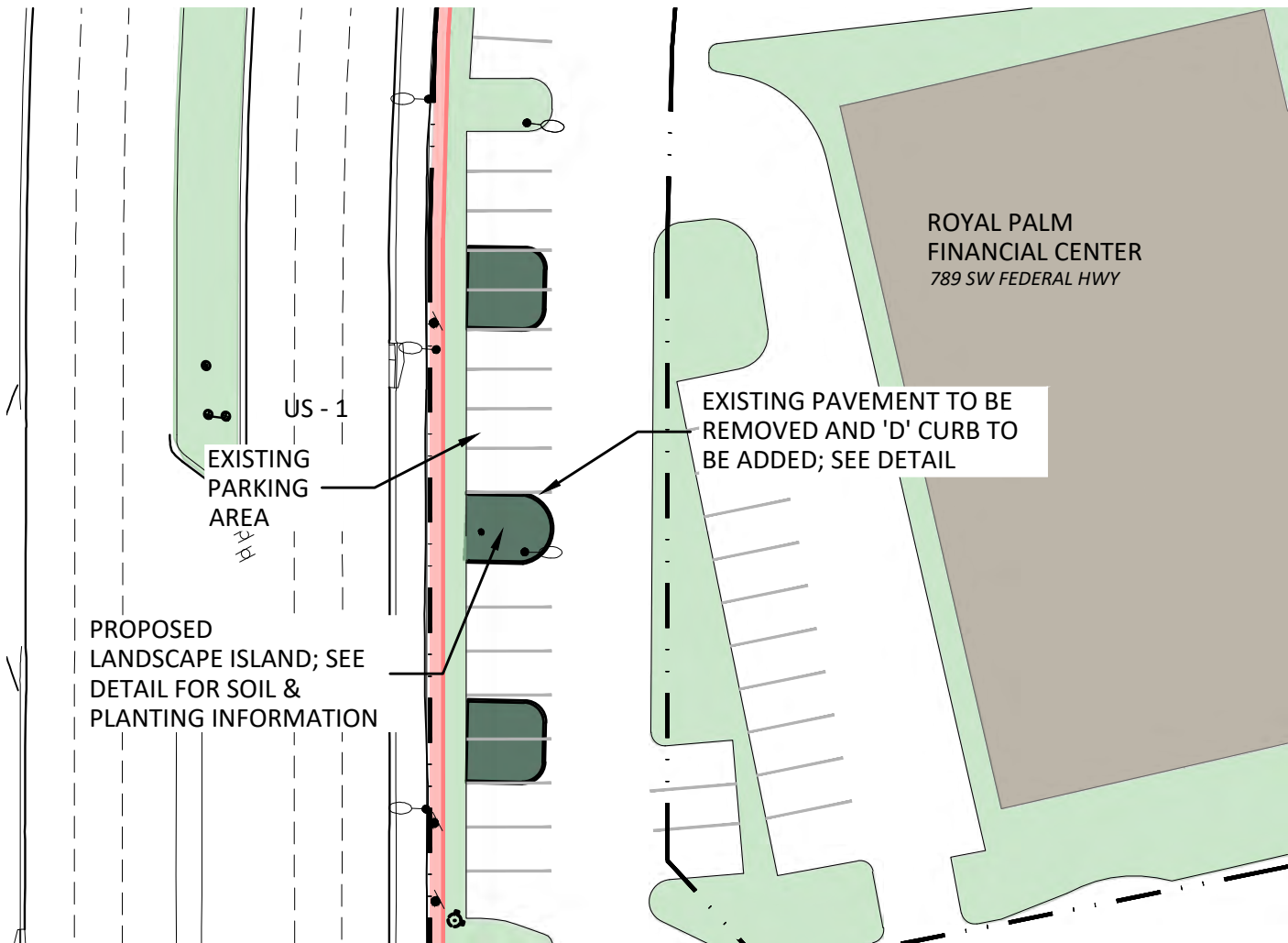
(772) 220-2100

Street Tree Planting Program - US-1 Federal Highway Corridor
Full Intervention
Stuart, Florida

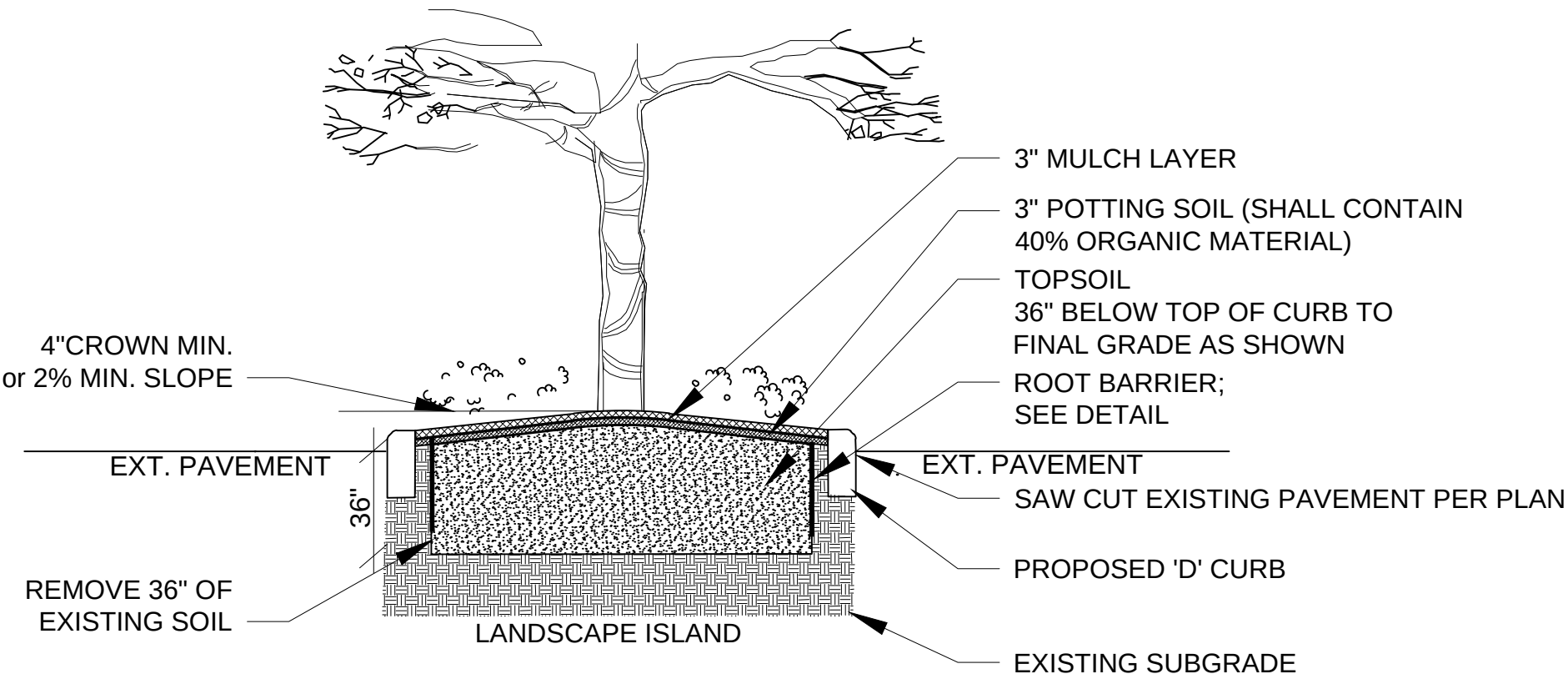
7/5/2023 US-1/FEDERAL HIGHWAY STREET TREE MASTER PLAN & PROGRAM

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TYPICAL PROPOSED LANDSCAPE ISLAND/AREA



PROPOSED LANDSCAPE AREA DETAIL

NOT TO SCALE

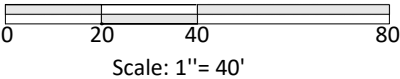
- *TOPSOIL SHALL BE NATURAL, FRIABLE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY OF THE PROJECT SITE THAT PRODUCES HEAVY GROWTH.
- TOPSOIL SHALL HAVE A PH RANGE OF 5.5-7.4, FREE FROM SUBSOIL, WEEDS, LITTER, SODS, CLAY, STONES, STUMPS, ROOTS, TRASH, HERBICIDES, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH, OR HINDER PLANTING OPERATIONS.
- TOPSOIL SHALL CONTAIN A MINIMUM OF 3% ORGANIC MATERIAL.
- TOPSOIL MUST PERCOLATE WATER AT A RATE OF 1" PER HOUR (SEE ALSO DRAINAGE TESTING DETAIL FOR TREES)
- LANDSCAPE AREA SOILS SHALL BE APPROVED BY LANDSCAPE ARCHITECT/OWNER PRIOR TO PLANTING

Street Tree Planting Program - US-1 Federal Highway Corridor



In Coordination
with:
lucido & associates

Full Intervention
Stuart, Florida





Wodyetia bifurcata;
Foxtail Palm



Phoenix roebelenii x rupicola;
Hybrid Pygmy Date Palm



Roystonea regia
Royal Palm



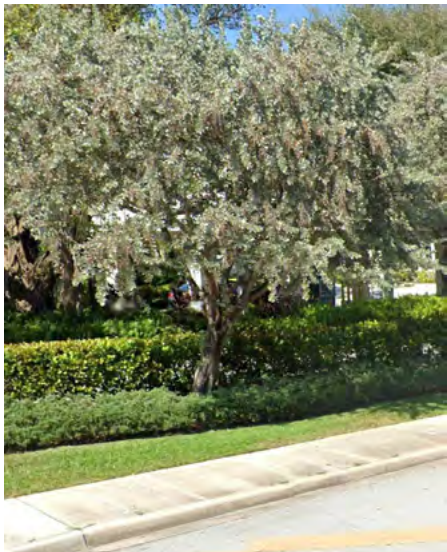
Quercus virginiana;
Live Oak



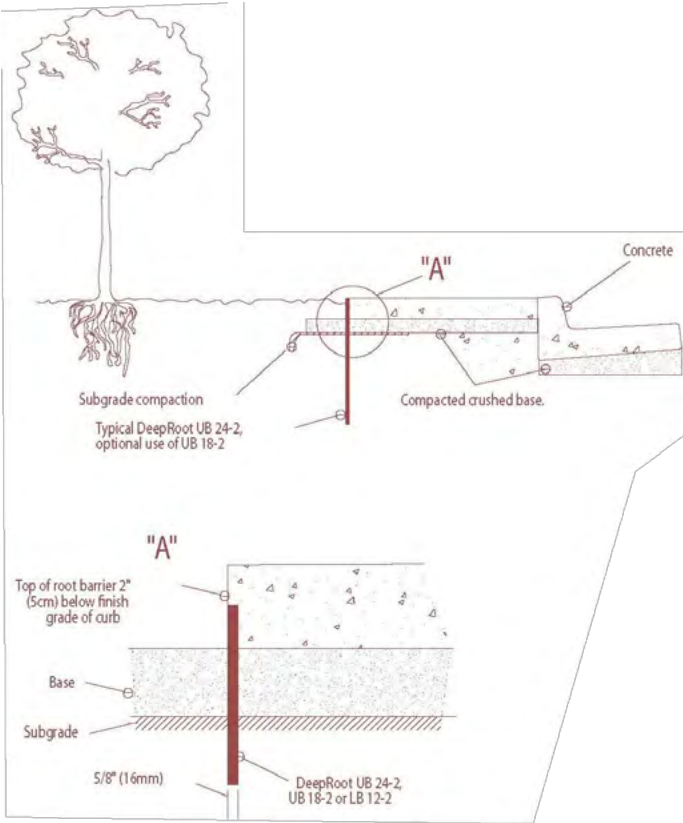
Coccoloba diversifolia;
Pigeon Plum



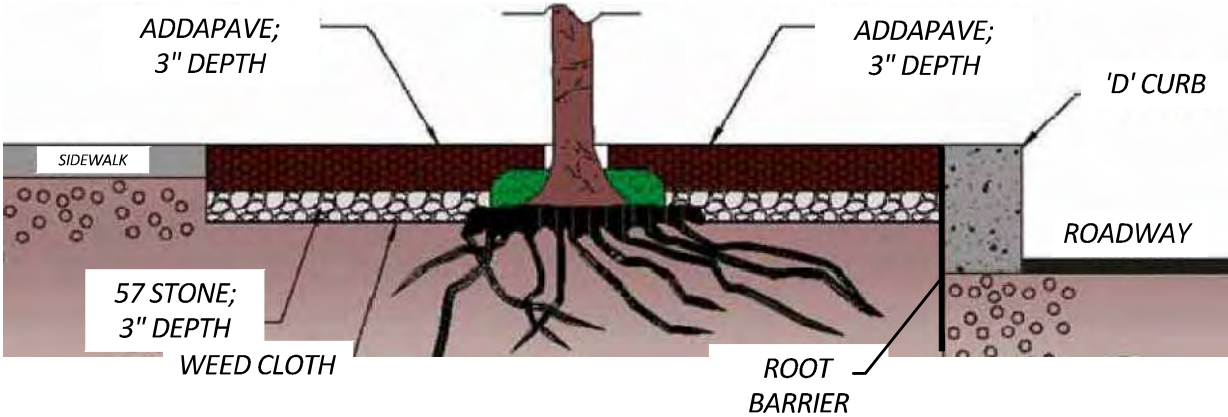
Tabebuia impetiginosa
Purple Trumpet Tree



Conocarpus erectus sericeus ;
Silver Buttonwood Tree



ROOT BARRIER DETAIL FOR PALM & TREES IN ALL LANDSCAPE AREAS



CHAMELEON WAYS
ADDAPAVE; COLOR TBD;
INSTALL PER ABOVE &
PER MANUFACTURE'S
RECOMMENDATIONS

4'X4' TYP.

EXISTING OR PROPOSED
SIDEWALK

INSTALLATION DETAIL FOR PALM TREES IMMEDIATELY ADJACENT TO HARDSCAPE

APPENDIX B
LAND DEVELOPMENT CODE
RECOMMENDATIONS

Sec. 2.04.06. Supplemental building setbacks on certain streets.

The following specific setbacks **and streetscape standards** shall apply to the streets so designated in **Figure 2.04-1**, unless other provisions of this Code provide a greater setback. In cases where the above setbacks differ from those contained in Chapter II, Chapter III shall apply.

Figure 2.04-1:

Street	Side	From	To	Front Setback (ft)
<u>SE- Dixie</u>	West	<u>SE- (Eleventh) St.</u>	<u>SE Dixie Cut-off road Rd.</u>	10
<u>SW Palm City Ave.</u>	Both	<u>U.S.-1/SW- Federal Hwy.</u>	City Limits	50 (from centerline)
<u>SE- Ocean Blvd.</u>	Both	(sections East of CRA) <u>SE Palm Beach Road</u>		50 (from centerline)
<u>US-1 / SW Federal Hwy.</u>	<u>Both</u>	<u>SW Joan Jefferson Way</u>	<u>S Colorado Ave. / S Kanner Hwy.</u>	<u>15-40 Build-to-Zone</u>
<u>U-S- Hwy. #1/SW SE Federal Hwy.</u>	Both	<u>W. Ocean Blvd.-S Colorado Ave. / S Kanner Hwy.</u>	<u>SE Dixie Cutoff Rd. S. City Limits</u>	<u>20-40 Build-to-Zone (from right-of-way)</u>
<u>US-1 / SE Federal Hwy.</u>	<u>Both</u>	<u>SE Dixie Cutoff Rd.</u>	<u>South City Limits</u>	<u>20</u>

~~Note: The preceding table establishes applicable setbacks to streets so designated. Due to the level of specificity provided in chapter III, which applies to the Community Redevelopment Area (including the Urban District₂ and East Stuart District₂) and the S.E. Ocean Boulevard Overlay Zone, the setbacks which shall apply to certain parcels within those areas are not shown. In cases where the above setbacks differ from those contained in the chapter III, those contained in the chapter III shall apply. Refer to chapter III for a complete description of all building setbacks applicable to the CRA and S.E. Ocean Boulevard Overlay Zone.~~

Streetscape standards. Front setback areas shall be detailed to augment public right-of-way design, to establish shaded, continuous routes for pedestrians and cyclists, and to organize landscaping. The standards and regulations set forth below shall apply to all *new development* and *substantial renovation*.

- 1. US-1/Federal Highway Streetscape from SW Joan Jefferson Way to SE Dixie Cutoff Rd.** A minimum streetscape area no less than 20 feet in width, measured from the back of curb, shall be provided. The streetscape area is a combination of public right of way and the required building setback. **Figure 2.04-2** illustrates possible means of meeting the streetscape standards. The streetscape area shall be organized as follows:

- a. Shared-use path or sidewalk.** A continuous 10' pedestrian and cycling path shall be provided. Any portion of the shared-use path or sidewalk within the front setback area shall be improved as an extension of the public sidewalk and shall match the public sidewalk in design and material, providing a seamless physical transition.

- b. **Shade trees & landscaping area.** Shade trees provide a shaded environment for pedestrians, improve stormwater management, reduce urban heat island effect, and improve the overall visual appearance of the street. Street trees shall be provided as follows:
- i. Shade trees shall be planted in accordance with the City of Stuart Landscape Code and shall be consistent with US-1/Federal Highway Street Tree Master Plan tree species.
 - ii. Planted uniformly spaced at a minimum of 30 feet on center within a minimum 10' wide landscape area. Spacing of trees may only exceed 30 feet to accommodate curb cuts, fire hydrants, utilities, existing canopy trees. Shade trees are encouraged to be planted to separate pedestrians from vehicular travel lanes.
 - iii. Shade trees and landscape areas may be planted with tree boxes or other low impact green infrastructure to maximize the stormwater benefit.
 - iv. Shade Trees shall be trimmed to provide minimum 8' clear height at sidewalks and 14' clear height at streets.
 - v. If site constraints such as existing utility easements, public infrastructure, or right-of-way constraints prevent the installation of required shade trees, the Development Director may approve an alternative organization of the streetscape elements. The building shall provide devices such as awnings or roof overhangs to establish a shaded pedestrian environment.
- c. **Building entrances.** The main entrance to every building shall be and face a public right-of-way or civic open space. The main entrance(s) to ground story commercial space(s) shall face a public right-of-way or civic open space. Doors allowing public access shall occur at intervals no greater than 150 feet per façade or side of building.
- d. **Frontage types.** Frontage Types define architectural characteristics for the detailing of building entrances. Frontage Types may be required as part of a Special Zoning Code areas. See Chapter III.
- e. **Dedication.** A voluntary dedication consistent with the approved US-1/Federal Highway Street Tree Program Res. 12-2023 CRA shall be submitted as part of a minor development plan application or amendment to an existing development order to participate in the program. The property owner may also be required to enter into a maintenance agreement requiring the property owner to be responsible for and maintain improvements made by the owner to meet the requirements of this section.
- f. **Parking Code Relief.** Relief from the Stuart Parking Code may be permitted when the streetscape standards are fully implemented as part of a substantial renovation or a minor development plan application. The required on-site parking may be reduced by 10% or by the existing parking spaces removed in streetscape implementation, whichever is greater. An approved by minor development plan application or amendment to an existing development order shall record the parking space credit. Failure to maintain landscaping will revoke parking space credit.

Figure 2.04-2:

From Sec. 3.01.03. Urban standards and regulations for designated urban subdistricts.

D. *Urban highway ("UH").*

1. *Principal building placement.*

- a. The front building facade shall be constructed parallel to the street along the front property line with a minimum setback of 15 feet and a maximum setback of ~~20~~ 40 feet for properties fronting on U.S.-1/SW Federal Hwy. If a property does not front on U.S.-1/SW Federal Hwy, then the minimum setback shall be ~~zero~~ 0 feet and the maximum setback shall be not more than ~~ten~~ 10 feet.
- b. The side setbacks may be zero feet on each side.
- c. The rear setback is not less than 15 feet.
- d. For lots fronting U.S.-1/SW Federal Highway, the front street façade width of the principal building shall not be less than 40 percent of the lot width. For other lots, the width of the principal building shall be not less than 70 percent of the lot width.

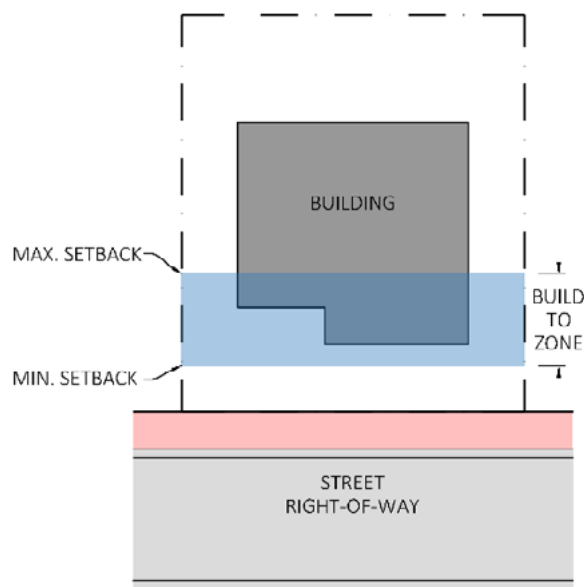
Sec. 11.01.03. Minor development plan application.

- A. *General.* A minor development plan is one which is:
1. A single-family, multi-family or duplex residential project of between three and 35 units, inclusive.
 2. A non-residential development under 50,000 square feet in area.
 3. A mixed-use development under 50,000 square feet in area.
 4. A public or private institutional development less than one acre in land area.
 5. Commercial tenant finishes.
 6. Right-of-way dedication.
- B. *Pre-application conference required.* Prior to filing for minor development plan review, the developer shall meet with the city development director and city staff to discuss the development review process and to be informed of which staff members to confer with about the application. No person may rely upon any comment concerning a proposed minor development, or any expression of any nature about the proposal made by any participant at the pre-application conference as a representation or implication that the proposal will be ultimately approved or rejected in any form. (NOTE: The development director may have the option to waive the pre-application conference for minor development plan application).
- C. *Application submittal requirements.* Application forms for minor development plan review shall be available from the city development department. A completed application shall be signed by all owners, or their agent, of the property subject to the proposal, and notarized. Signatures by other parties will be accepted only with notarized proof of authorization by the owners. In a case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation, and embossed with the corporate seal. The completed application form shall be accompanied by appropriate review fees, a site plan, and by any other information required by the city development director.
- D. *Compliance review procedures.* After receipt of the application, the development department shall follow the review and compliance procedures as set out in section 11.01.01 of this Code. If in compliance, the minor development plan shall be deemed approved.
- E. *Recordation.* Upon approval of a minor development plan, the development conditions, agreements, covenants, maps, and illustrations shall be recorded in the public records of Martin County, Florida, at the expense of the applicant. When a landowner conveys land described in item A.(6) of this section, the land area dedicated shall later be included in the former lot or land area, for the purpose of land use and zoning calculations, including but not limited to density and necessary setbacks prior to the dedication of right of way. If dedication is part of the implementation of the US-1/Federal Highway Street Tree Master Plan, the record shall include eligible parking space credit.

Chapter XII

DEFINITIONS

Build-to zone means that a building's façade must be built to the specified zone or the area between the minimum and maximum setbacks within which the building's façade is to be located.



Right-of-way means a strip of land acquired by reservation, dedication, forced dedication, prescription, or condemnation and intended to be occupied or occupied by a road, crosswalk, railroad, electric transmission lines, oil or gas pipeline, water line, sanitary storm sewer, and other similar uses. land dedicated, deeded, used, or for a street, alley, walkway, boulevard, drainage facility, access for ingress and egress, or other purpose by the public, certain designated individuals, or governing bodies.

APPENDIX C
SAMPLE INITIAL PROGRAM APPLICATION
FOR US-1/FEDERAL HIGHWAY STREET TREE PROGRAM

INITIAL PROGRAM APPLICATION

FOR US-1/FEDERAL HIGHWAY STREET TREE PROGRAM
121 SW FLAGLER AVENUE, STUART, FL 34994
PHONE: 772-288-5300

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING THE APPLICATION.

PURPOSE:

The City of Stuart Community Redevelopment Agency (CRA) implemented the **US-1/Federal Highway Street Tree Master Plan & Program** to increase the tree canopy and enhance public streets. Their presence improves air quality, reduces noise, helps conserve energy, reduced heat island effect, calms traffic, and beautifies the surrounding businesses. The program will be implemented in phases based on need and interest in participation.

ELIGIBLE PROPERTIES:

The CRA will provide a free tree(s) and/or palm(s) and streetscape improvements to participating properties in “()” as identified on the attached map.

PROGRAM DESCRIPTION:

The Property Owner may choose to participate in implementing the **US-1/Federal Highway Tree Master Plan** and in return receive free tree(s) and/or palm(s) and streetscape improvements on the US-1/Federal Highway frontage as part of the **US-1/Federal Highway Program**. Parcels may also be eligible for a parking credit for converting excess parking into landscape area. The tree and palm species included in the program are listed in the **US-1/Federal Highway Street Tree Master Plan**. The City/CRA will be responsible for purchasing, planting, and providing necessary irrigation, streetscapes improvements, and maintenance in return for land dedicated to the City. The City’s **US-1/Federal Highway Street Tree Program** is contingent on continued funding by the CRA & City.

APPLICATION PROCESS:

1. If you would like to participate in the US-1/Federal Highway Street Tree Program, please complete the **Initial Program Application** and return it by email to: () or you can drop it off at CRA office located at City Hall on 121 SW Flagler Avenue, between the hours of 8:30 AM and 5:00 PM, Monday through Friday. The **Initial Program Application** begins the process and indicates an intention to participate in the Program. A dedication of land submitted through a Minor Development Plan Application will be required as part of the final application. If you have any questions, please contact the (), at () or via email at ().
2. The deadline to submit the **Initial Program Application** to participate is (). All applications received will be entered, dated, and categorized by address/zone for planting.
3. After you submit your application, you will be contacted by CRA staff to confirm your interest in the program. The City staff will conduct a site visit(s) to the property to determine the location of tree(s), streetscape improvements, and the parking credit eligibility. Adjustments to the Master Plan if necessary will be recorded. Please note that the location may shift due to under-ground utilities.
4. To proceed with the application, a dedication of land submitted through a Minor Development Plan Application or an amendment to an existing development order is required as part of the final application. A typical dedication would include the a narrow strip of land along the US-1/Federal Hwy frontage with a minimum depth of 13 feet measured perpendicular to the US-1/Federal Hwy. For eligible properties the fee for the Minor Development Plan Application will be paid for by the CRA.
5. Tree(s) and/or palm(s) and streetscape improvements will be implemented by contractors hired by the City/CRA on a timeline dependent on available funds and participation from eligible properties.

APPLICATION DEADLINE: ()

INITIAL PROGRAM APPLICATION

FOR US-1/FEDERAL HIGHWAY STREET TREE PROGRAM

121 SW FLAGLER AVENUE, STUART, FL 34994

PHONE: 772-288-5300

MAP OF US-1/FEDERAL HIGHWAY STREET TREE MASTER PLAN AREA & ELIGIBLE PARCELS



INITIAL PROGRAM APPLICATION

FOR US-1/FEDERAL HIGHWAY STREET TREE PROGRAM
121 SW FLAGLER AVENUE, STUART, FL 34994
PHONE: 772-288-5300

PRE-PLANTING MEETING

There will be a brief pre-planting meeting with City/CRA staff to coordinate logistics.

I HAVE READ THE CITY OF STUART "INITIAL PROGRAM APPLICATION" AND UNDERSTAND THE RESPONSIBILITIES I ASSUME IN PARTICIPATING THE *US-1/FEDERAL HIGHWAY STREET TREE PROGRAM* IN COOPERATION WITH THE CITY OF STUART.

PROPERTY OWNER'S:	
PARCEL ID NUMBER OF PARTICIPATING PROPERTY:	
MAILING ADDRESS OF OWNER:	
TELEPHONE # FOR OWNER:	
EMAIL FOR OWNER:	
ADDRESS OF PARTICIPATING PROPERTY:	
NAME & PHONE NUMBER OF TENANTS:	

Applicant Name

Applicant Signature

Date



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

RESOLUTION NUMBER 74-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING AND ADOPTING THE MASTER PLAN FOR THE “TRIANGLE” STUDY AREA AND DESIGNATING THE NAME OF THE STUDY AREA AS “TRIANGLE DISTRICT”; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Community Redevelopment Agency (CRA) and City of Stuart has determined analysis of the “Triangle” study area to be in the best interest of the residents and businesses of Stuart; and

WHEREAS, the goal of the analysis is to understand existing conditions, constraints and opportunities for revitalization of the “Triangle” study area and devise concepts and strategies based on the analysis and public input; and

WHEREAS, the “Triangle” study area is defined as west of S Dixie Highway, east of US-1/Federal Highway and north of SW Ocean Boulevard; and

WHEREAS, the CRA entered into an agreement with the Treasure Coast Regional Planning Council (TCRPC) to conduct the analysis and develop a plan for revitalization of the “Triangle” study area; and

WHEREAS, a Master Plan has been prepared for the “Triangle” study area; and

WHEREAS, a survey was conducted as part of the public outreach process for designating a name of the study area and the term “Triangle District” resonated with the most people surveyed; and

WHEREAS, a Master Plan will serve as a guide for future planning and outlines the long range vision for the district.

ADOPT TRIANGLE DISTRICT MASTER PLAN AND NAMING OF DISTRICT

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

SECTION 1: The City hereby approves and adopts the Master Plan for the “Triangle District”, a copy of which is attached hereto as “Exhibit 1”.

SECTION 2: The City hereby designates the “Triangle” study area as the “Triangle District”.

SECTION 3: The geographic boundaries of the “Triangle District” shall be as depicted on the attached map titled “Triangle District – Exhibit 2”.

SECTION 4: The City Commission fully approves the Master Plan and supports the designation of the District.

SECTION 5: This Resolution shall be effective immediately upon adoption.

Commissioner MATHESON 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:

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

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 27th day of September, 2021.

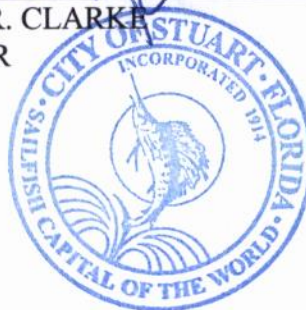
ATTEST:


MARY R. KINDEL, CMC
CITY CLERK


EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY





TRIANGLE DISTRICT MASTER PLAN

FINAL AUGUST 2021

PREPARED FOR:



CITY COMMISSION

Eula Clarke, Mayor
Merritt Matheson, Vice Mayor
Michael Meier, Commissioner
Becky Bruner, Commissioner
Troy McDonald, Commissioner

COMMUNITY REDEVELOPMENT AGENCY

Eula R. Clarke, Chairperson
Merritt Matheson, Vice Chairperson
Michael Meier
Becky Bruner
Troy McDonald
Tom Campenni
Pete Walson

COMMUNITY REDEVELOPMENT BOARD

Chris Lewis, Chairman
Tom Campenni, Vice Chairman
Frank Wacha
Pete Walson
Katherine Makemson
Nina Dooley
Nikolaus Schroth

STAFF

David Dyess, City Manager
Pinal Gandhi-Savdas, Community Redevelopment Agency Administrator
Kev Freeman, Development Director
Jordan Pinkston, Executive Assistant to the Development Director, CRA Program Specialist

PREPARED BY:



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COMMONLY USED ABBREVIATIONS

ADA	Americans with Disabilities Act
AADT	Annual Average Daily Traffic
CRA	Community Redevelopment Area
CRB	Community Redevelopment Board
DEO	Florida Department of Economic Opportunity
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
Martin MPO	Martin Metropolitan Planning Organization
NACTO	National Association of City Transportation Officials
PILOP Program	Payment In Lieu Of Parking Program
RRR	Resurfacing, Restoration and Rehabilitation
TCRPC	Treasure Coast Regional Planning Council
TDP	Transit Development Plan
L RTP	Long Range Transportation Plan

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services, please call 288-5306 or email mkindel@ci.stuart.fl.us. Hearing-impaired individuals are requested to telephone the Florida Relay System at #711.

EXECUTIVE SUMMARY

The City of Stuart Community Redevelopment Agency (CRA), in collaboration with the City of Stuart (City) and the Treasure Coast Regional Planning Council (TCRPC), has produced a Master Plan for the Triangle District. The Gateway Triangle study area is adjacent to the "Creek" Arts & Entertainment District and the "Old Downtown District." The CRA is exploring ways to bridge the two districts and develop an implementable vision for the future of the Triangle Gateway District. The Master Plan provides a series of recommended infrastructure improvements, redevelopment concepts, and strategies for the Triangle District.

In addition, the City of Stuart has also collaborated with TCRPC on the Federal Highway Commercial Corridor Plan (FHCC) which was funded through a State of Florida Department of Economic Opportunity Technical Assistance Grant. While the FHCC project was separately funded and with a very specific timeline and scope of services, the implementation of the two efforts has been synchronized and ultimately illustrated as distinct chapters of a single master plan.

To develop the Triangle District plan, TCRPC has coordinated a thorough public involvement process, completed detailed field analyses and base documentation, and developed a recommended urban design and master plan approach. The intent of the plan is to assist the CRA and the City in making future decisions regarding a balanced redevelopment of the Triangle District. This planning effort is also designed to integrate the vision and principles of prior and current planning efforts in Stuart. It should be noted the study area was the subject of previous vision planning efforts in 1988 and 2002. Accordingly, the updated vision contained in the Triangle District plan builds upon these previous efforts and subsequent studies commissioned by the CRA.

STUDY AREA

The study area is roughly defined as west of S Dixie Highway, east of US-1/ Federal Highway, north of SW Ocean Boulevard. Its geometry is a triangle, and in public outreach, the term Triangle District resonated with the most people surveyed. For that reason, the area will be referred to as the Triangle District. The study area is characterized by offices, automotive uses, a telecom utility building, vacancies, a church, and an associated school. The active uses are largely centered around business hours with evenings and weekends being largely dark. A significant piece of redevelopment occurred on a City-owned property where a three-story rental apartment building with 49 units was completed in 2019. The success of this development has shown the potential for the district which retains its compact walkable network of streets and alleys and close connection to Old Downtown, the St Lucie River, and "The Creek" Arts & Entertainment District. Public outreach in surveys, individual interviews, vision workshops, and walking tours echoed the support of expanding more active uses in the study area and continuing the fabric of downtown into the Triangle District.

KEY RECOMMENDATIONS

The Triangle District is comprised of 39 parcels, totaling 18.9 acres. To facilitate redevelopment and accomplish the City's goals for the District, the key recommended actions include:

- **Develop a district-wide approach to parking**, as the current parking regulations limit redevelopment especially for active uses such as restaurants.
- **Reconfigure streets** to allow two-way traffic and maximize on-street parking.
- **Improve streets** with context-sensitive, complete streets designs including clear pedestrian pathways, marked crosswalks, and enhanced lighting. Although the current network of streets and alleys is fairly compact and complete, the pedestrian experience is confusing, dark, and inhospitable.
- **Enhance key intersections** at US-1/Federal Highway, US-1/Ocean, and Sailfish Circle at Dixie Highway/Joan Jefferson Way to provide safer and more convenient crossings for pedestrians and cyclists.
- **Prioritize district-wide landscaping, public space, and stormwater management** enhancements and include as part of redevelopment projects and street improvements.



Figure 1 Conceptual rendering of a new structure at City-owned property and the reconstructed Frazier Creek Bridge at the gateway of the Triangle District.

EXISTING CONDITIONS & BACKGROUND

EXISTING LAND USE & ZONING

The Future Land Use is uniformly assigned as Downtown.

The City of Stuart Zoning designations within the study area, and as provided in the City's Land Development Code, are illustrated in the map to the right. The majority of the District is Urban Center with Urban Highway along Federal Highway and Urban Neighborhood along Frazier Creek. The zoning designations provide much greater specificity in the regulations which control the development of properties. Specific uses, building heights, and placement, parking standards, etc. are controlled primarily through the zoning regulations. The Urban Center, Urban Highway, and Urban Neighborhood districts are all consistent with the Downtown FLU category. These areas are intended to promote redevelopment in a more urban pattern consistent with much of the historic downtown area.

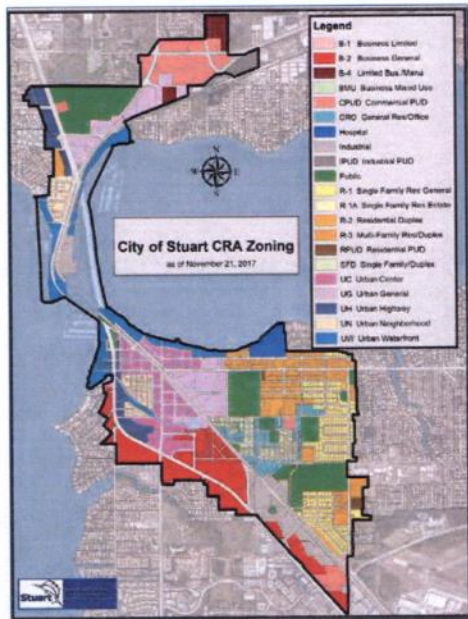


Figure 2 City of Stuart CRA Zoning Map



EXISTING CONDITIONS & BACKGROUND

LAND VALUE COMPARED TO TOTAL VALUE

When considering the redevelopment potential of an area, one important “lens” that planners look through to evaluate which properties may be more likely to redevelop is the comparison of property land value to the total value.

The Land Value is the value of the land alone while the Total Value is the value of the land plus any physical improvements (such as buildings, parking areas, driveways, swimming pools, and the like). For example, if the Land Value of a property is \$100,000 and the Total Value of the property is \$300,000, then clearly the improvements on the property are of great value relative to that of the land. In this scenario, the improvements are worth twice what the land is worth, so the property may not be an obvious candidate for redevelopment. However, if the numbers were reversed, and the land value was twice the value of the physical improvements on the property, the property may be a strong candidate for redevelopment.

The map to the right shows the Land Value to Total Value ratios for the properties within the study area. The darker a property is colored, the less the Total Value is compared to the Land Value, indicating those properties may be more likely to redevelop than the lighter-colored properties.



Figure 3 Image of recent development within the study area, courtesy of Azul Residences.



EXISTING OWNERSHIP

The map to the right illustrates the ownership patterns and actual property owners within the study area. While many owners identified are corporations or LLCs, the names can indicate use. More importantly, this map identifies ownership agglomerations whereby a single owner owns multiple parcels.

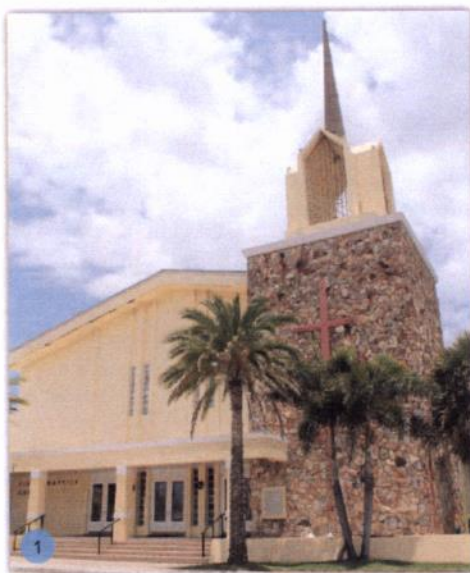


Figure 4 Image of the First Baptist Church of Stuart entrance.

Figure 5 Image of the AT&T surface parking lot.

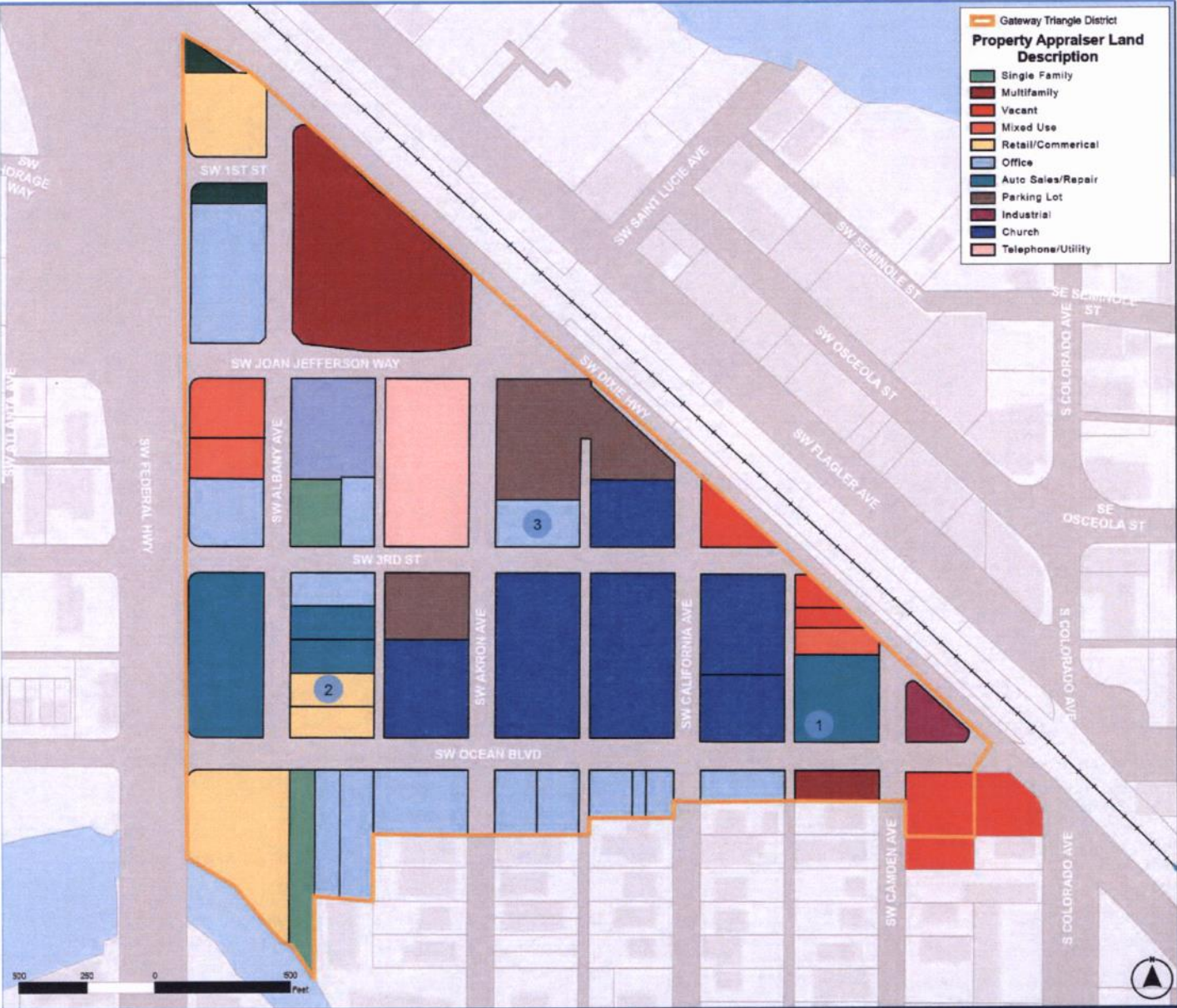


EXISTING USES

Unlike the regulatory FLU or Zoning maps, the Existing Uses map to the right identifies the actual uses on the ground today regardless of their compliance with Zoning or FLU designations. This information is coded by Land Description via the Martin County Property Appraiser's office.



Figure 6 Examples of retail/commercial and office uses within the study area. There is a wide variety of uses within the Triangle district.



SAFETY

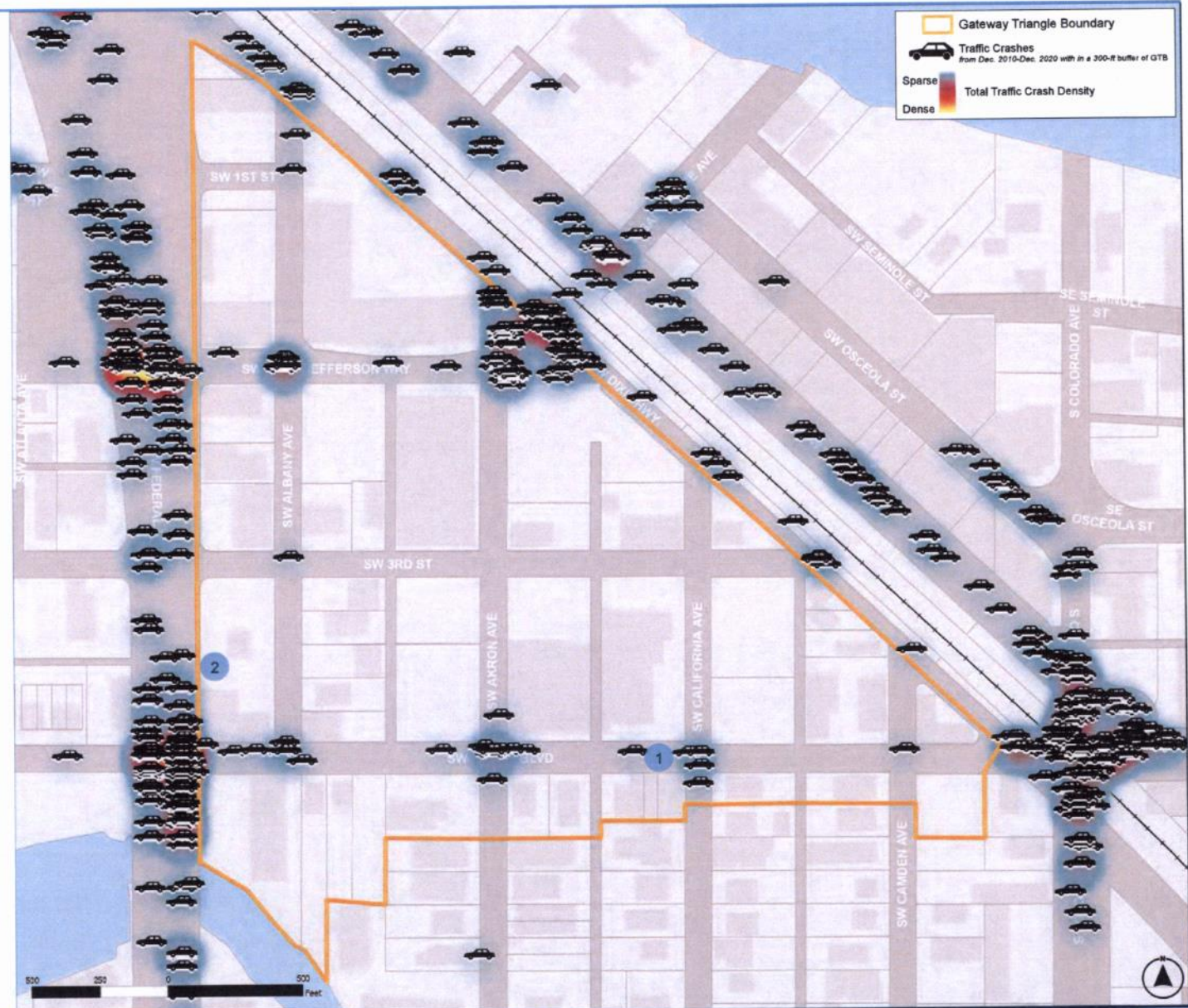
TRAFFIC CRASHES

This map illustrates the number and location of automobile crashes in and around the study area between December 2010 and December 2020. In that ten-year time frame, there were more than 800 crashes within the Triangle District and adjacent to it on Federal Highway and nearby districts. The vehicle symbols identify crash locations, which are layered on top of a colored “heat map” that indicates the frequency of crashes by color shade intensity. The heat map is utilized diagrams presented later in the report that identify pedestrian, bicycle, and fatal vehicle crashes.



Figure 7 Image of crosswalk in SW Ocean Blvd where pedestrian crossing markers have been added in recent years.

Figure 8 Image of a multi-vehicle crash along US-1/Federal Highway between Ocean and SW 3rd Street, which damaged a local business within the study area.



SAFETY

CRASHES WITH BICYCLES

In this diagram, the location and number of vehicle/bicycle crashes that have occurred in the ten-year period between 2010 and 2020 are identified with a bicycle symbol. The heat map identifying the density of vehicular crashes is provided as an underlay. Not surprisingly, there is a correlation between the location and frequency of bicycle crashes and automobile crashes. This diagram suggests a need for enhanced bicycle facilities especially at key intersections.



Bicyclist struck, killed by 18-wheeler in Stuart

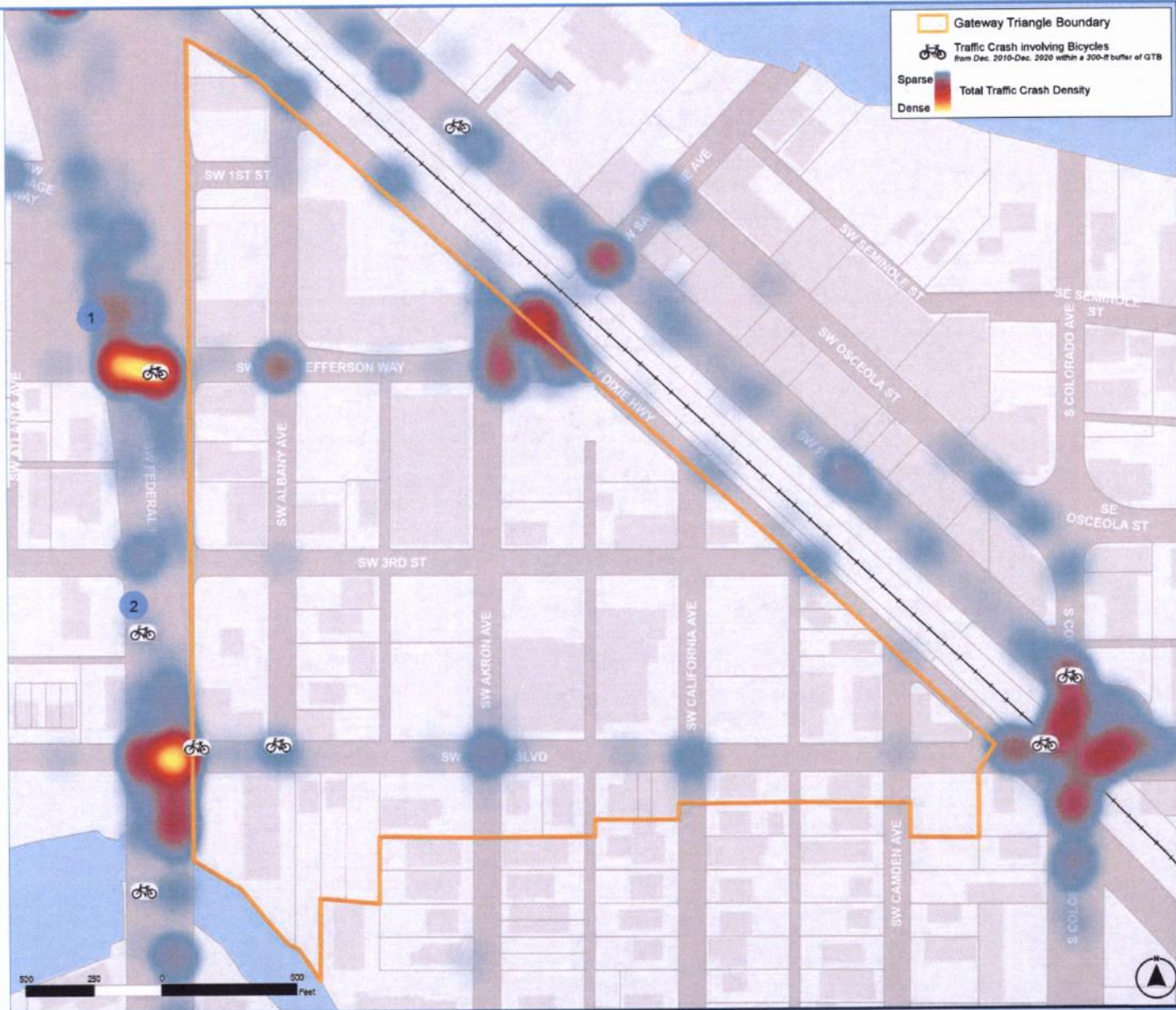
Victim was Austin Graham, 18, of Port St. Lucie

25 WPBF (Channel 25) 7:14 PM EDT Jul 21, 2020



Figure 9 Google earth image of the southbound bicycle lane along US-1 entering the Gateway Triangle district at the intersection of SW Joan Jefferson Way. Because the marked bicycle lane abruptly terminates at the intersection, cyclists are forced into traffic as they cross the intersection

Figure 10 News article of fatal bicycle crash that occurred along US-1 near the intersection of Ocean Blvd. Courtesy of: News channel WPBF.

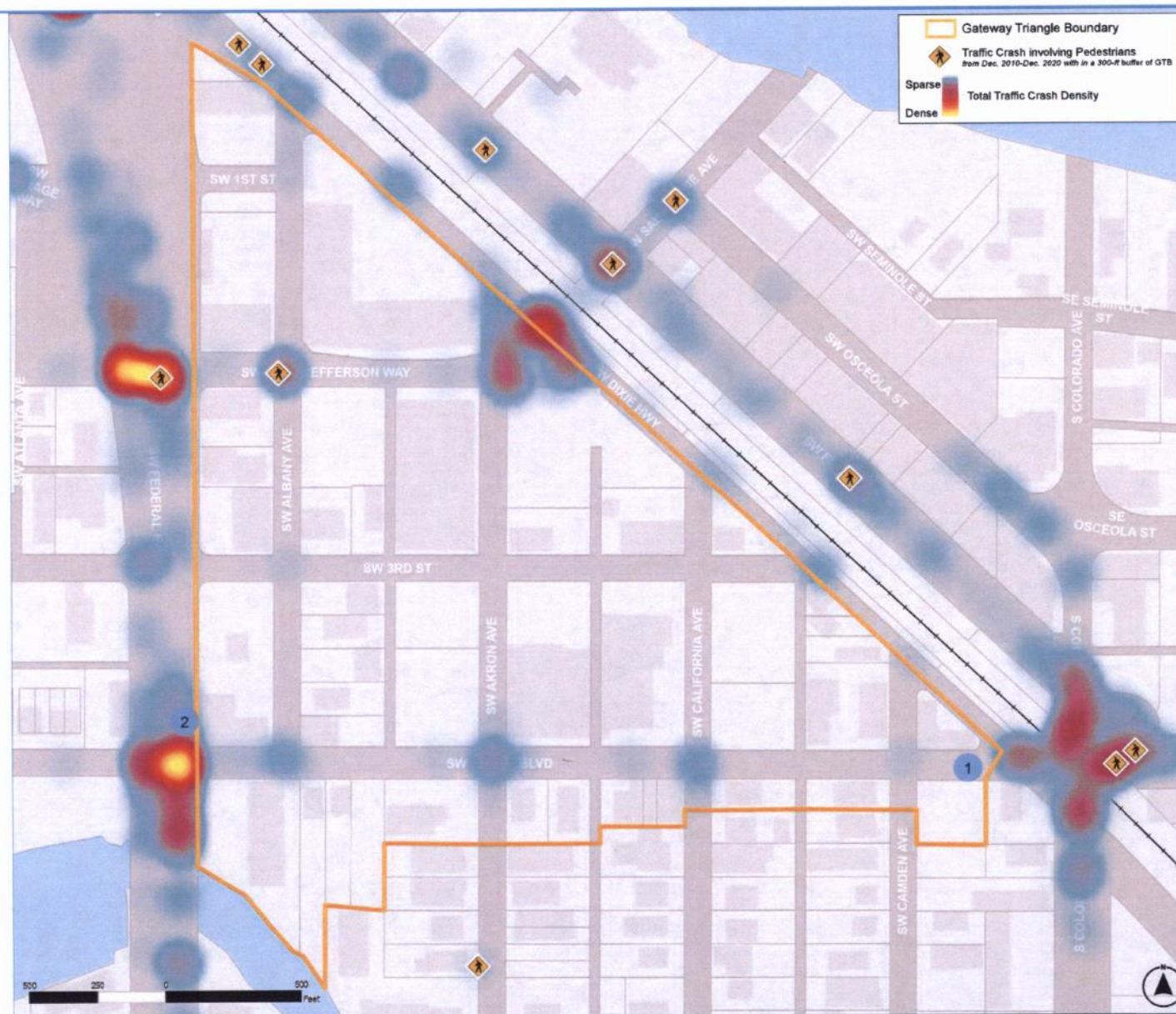


This map illustrates the location and number of vehicle/pedestrian crashes within the study area. Not unlike the bicycle diagram, the pedestrian crashes have occurred primarily at the major intersections which often have traffic signals and pedestrian crosswalks. While there are fewer pedestrian incidents than those with bicycles, there is significant opportunity to improving the pedestrian realm and the ability to safely cross the corridor on foot.



Figure 11 Image of pedestrian and cyclist in study area heading towards Confusion Corner.

Figure 12 Photo of existing sidewalk condition within the study area at US-1/Federal Highway where a utility pole reduces the clear path significantly.



SAFETY

CRASHES WITH FATALITIES

The most disturbing map of this series identifies where fatalities have occurred. Thankfully there are fewer incidents than in the previous diagrams; however, as suggested by the Vision Zero movement, even one fatality is too many.

VISION ZERO

Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries while increasing safe, healthy, equitable mobility for all. First implemented in Sweden in the 1990s, Vision Zero has proved successful across Europe — and now the movement is gaining momentum in major American cities. - visionzeronetwork.org

The Martin MPO is pursuing a Vision Zero Initiative to help reduce traffic fatalities and serious injuries to zero. It is important the study area be included in this effort and continued coordination with the City occurs.

VISION ZERO NETWORK

A PRIMER ON VISION ZERO

Advancing Safe Mobility for All

What is Vision Zero?

Vision Zero is a strategy to eliminate traffic fatalities and severe injuries, and to ensure safe, healthy, equitable mobility for all. First implemented in Sweden in the 1990s, where traffic deaths have been cut in half even while the number of trips increased. Vision Zero is gaining momentum across the globe, including in major U.S. communities.

Each year in the U.S., more than 40,000 people are injured and 30,000 people are killed, and millions more are injured in traffic crashes. While these numbers are staggering, the reality is that we can prevent these tragedies by using a proactive, preventative approach that prioritizes traffic safety as a public health issue.

TRADITIONAL APPROACH	VISION ZERO
Traffic deaths are INEVITABLE	Traffic deaths are PREVENTABLE
PERFECT human behavior	Design for HUMAN ERROR
PERFECT technology	Design for HUMAN ERROR
INDIVIDUAL responsibility	SYSTEMS approach
Solutions are EXTENSIVE	Solutions are EXTENSIVE

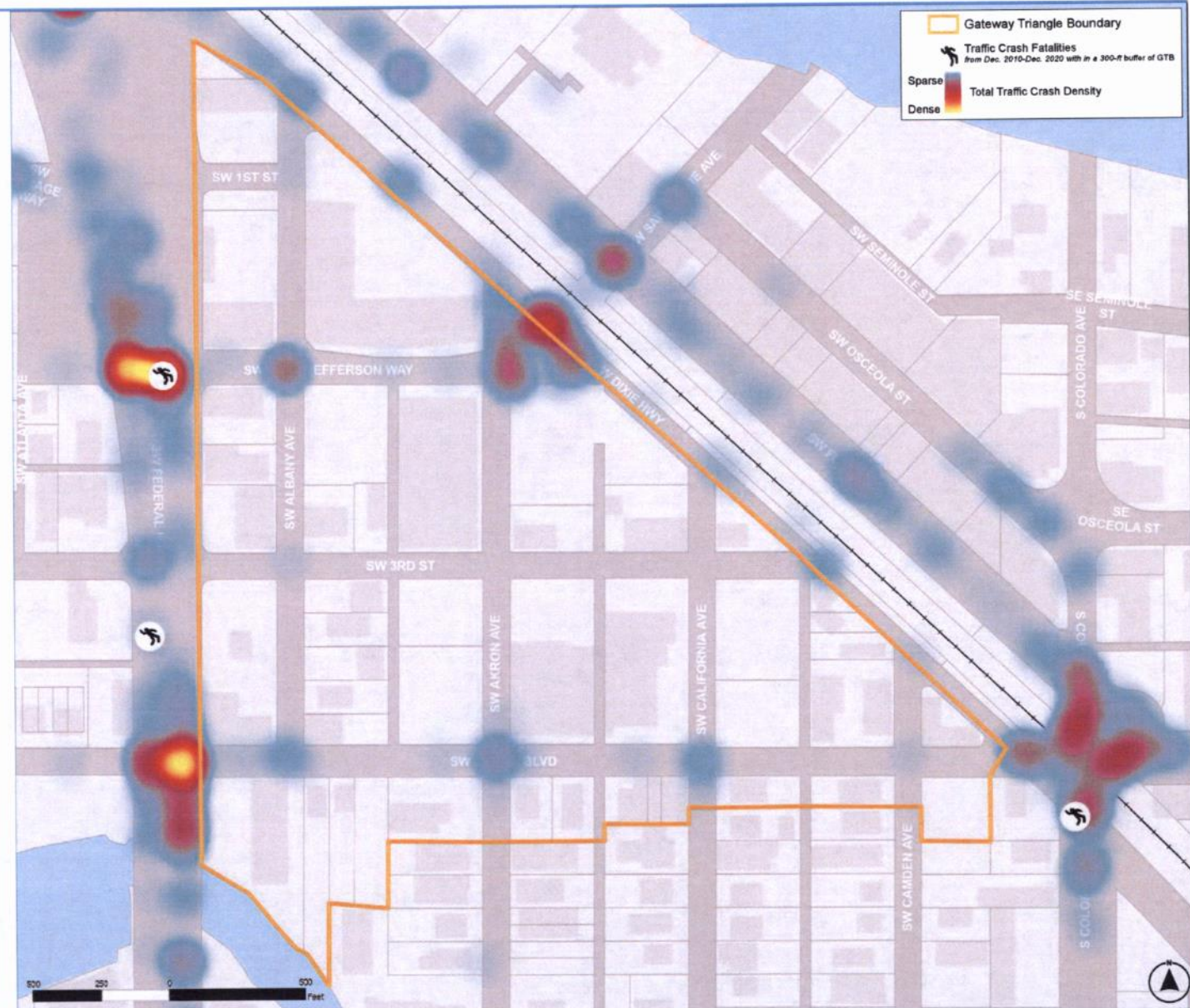
Changing the Status Quo - A New Vision for Safety

Vision Zero starts with the critical belief that everyone has the right to move safely in their communities, and that system designers and policy makers share the responsibility to ensure safe systems for all.

The Vision Zero approach recognizes that people will sometimes make mistakes, so the road system and related policies should be designed to ensure those inevitable mistakes do not result in undue injuries or fatalities. This means that system designers and policymakers are expected to engineer the roadway infrastructure, policies such as speed management, and other related systems to minimize the severity of crashes.

Vision Zero Ethical Platform

Figure 13 Vision Zero fact sheet courtesy of: visionzeronetwork.org



TREE CANOPY

The value of trees in the urban fabric cannot be overstated. Shade trees transform inhospitable south Florida sidewalks into places people flock to enjoy. Trees add a cooling effect through shade and transpiration. They reduce the heat island effect and energy demands on adjacent buildings, and help remove CO₂ from the air.¹

The City acknowledges the importance of trees in its Sustainability Action Plan. The Triangle District with its sparse tree canopy is an excellent location for a tree intervention program. When planting trees, existing overhead power lines should be considered when selecting species to use. FP&L has [guidance](#) for planting trees when overhead power lines are present.

¹<https://www.arborday.org/trees/benefits.cfm>



Figure 14 The images above are both from Lake Avenue West in West Palm Beach. The right-of-way in both conditions includes similar two-way travel lanes, on-street parking and sidewalks on both sides, but the presence of mature shade trees dramatically changes the feeling of the street and sidewalk.

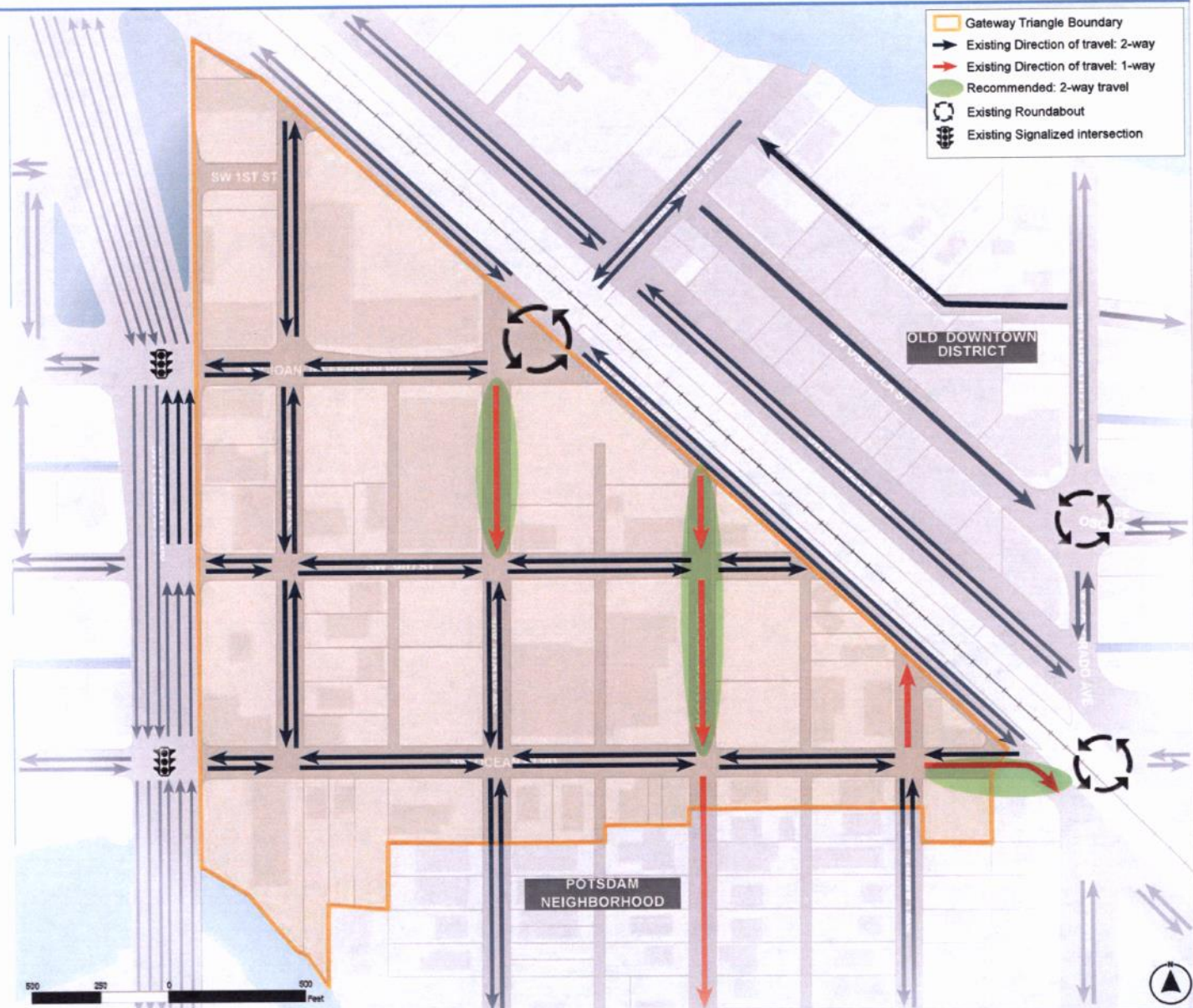


DIRECTION OF VEHICLE TRAVEL

The Triangle District does not have a consistent or predictable direction of travel. SW Joan Jefferson Way delivers the vast majority of traffic into the downtown area from southbound Federal Highway. Not only is it the first intersection south of the Roosevelt Bridge, it is also the easiest to navigate since it is signalized and affords easy connections to the north and south from Joan Jefferson Way and into the historic downtown through the circle. Moving to the south, the next two intersections are less convenient or prohibitive of maneuvers. SW 3rd Street cannot be accessed from the southbound lanes due to a hardened centerline, and it is not signalized.

SW Ocean Boulevard is a signalized intersection that does allow for southbound traffic to turn left towards downtown. It should be noted the road only carries 3,900 daily trips compared to the 7,400 daily trips on Joan Jefferson Way as noted in a recent FDOT study of the area. Some of the drops in trips are certainly from the fact that it is not the first signalized intersection, but it is also due to the lack of movements afforded by that path. From SW Ocean Boulevard it is easy to move south either into the Potsdam Neighborhood or Colorado Avenue. By contrast, it is not as intuitive to travel to the Old Downtown District, Dixie Highway, or SE Ocean Boulevard from SW Ocean Boulevard. The one-way travel is highlighted with red in the graphic to the right. To access downtown, a vehicle needs to know to turn on either Albany and back onto Joan Jefferson Way or take Camden Avenue north onto Dixie Highway. This turn is not highly visible and is very difficult to make onto Dixie Highway since it is largely blind. To reach East Ocean Boulevard a vehicle must travel onto Colorado Avenue and U-turn, loop onto or choose an alternate route through Martin Luther King Jr Boulevard and back to SW Ocean Boulevard via SE Georgia Avenue or another alternate road. These maneuvers require an intimate knowledge of the area and the street network that is not afforded to tourists or others who do not live in the City.

After the Triangle District, the next means of access to Old Downtown District and SE Ocean Boulevard from US-1 Federal Highway at until S Colorado Avenue/ Kanner Highway.



EXISTING PARKING

Parking is a concern that was mentioned in many interviews throughout the study. Many of them regarded how difficult it is to meet the parking standards on small infill sites, but the businesses inside the study area expressed little problems meeting the parking needs of their customers. To understand the parking landscape, a survey of the existing paved parking was conducted. In blue are commercial parking spaces in the district. On-site dedicated residential parking was not included. In teal are public parking spaces in the district.

The survey found there are 278 public parking spaces in the district and 235 private commercial parking spaces. These numbers vary some from the *Future Parking Needs Analysis* conducted in 2018 and reflect the on-street and municipal parking lot added since the completion of the Azul Residences in August 2019. The Illustrated Concept quantities in the table below reflect the potential added parking that could be achieved with a full build-out of recommended street conditions as shown in Appendix B.

PARKING SPACES	PUBLIC PARKING		COMMERCIAL PARKING
	ON-STREET	LOTS/ GARAGES	
EXISTING	195	83 in surface lots	235
ILLUSTRATED CONCEPT	245 (+54 new)	+200 in garage	235 (no change)



Figure 15 Image of SW 3rd Street on Friday night, April 2021 at 7:30PM. The on-street parking and on-site parking are all empty. There is only one source of lighting on the street. Of note, the Lyric Theater was closed due to Covid-19 pandemic and there may still be some reduction in visitors to downtown, but normal hours, operations have resumed. Many people at this date have returned to patronizing the historic downtown.

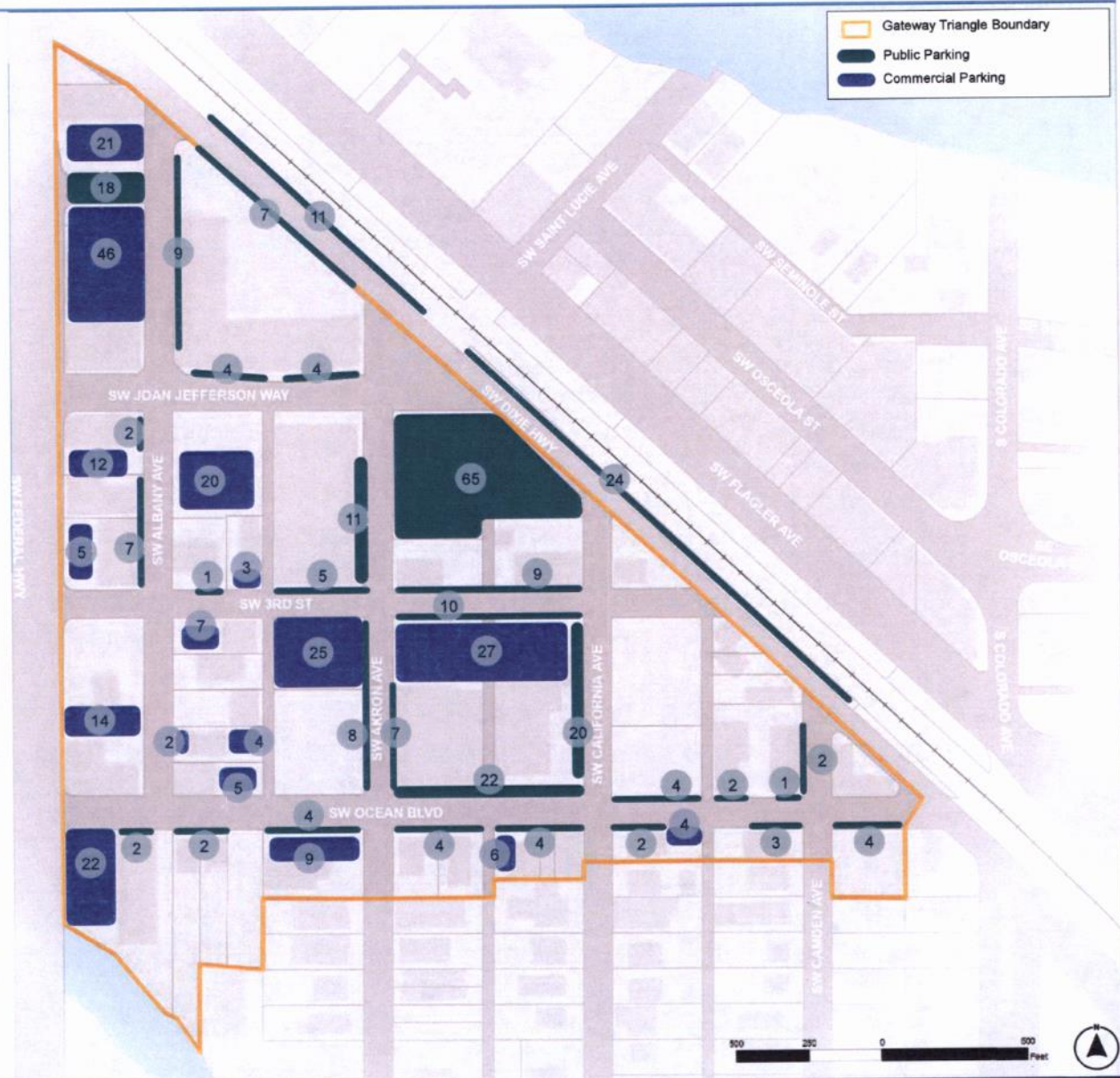


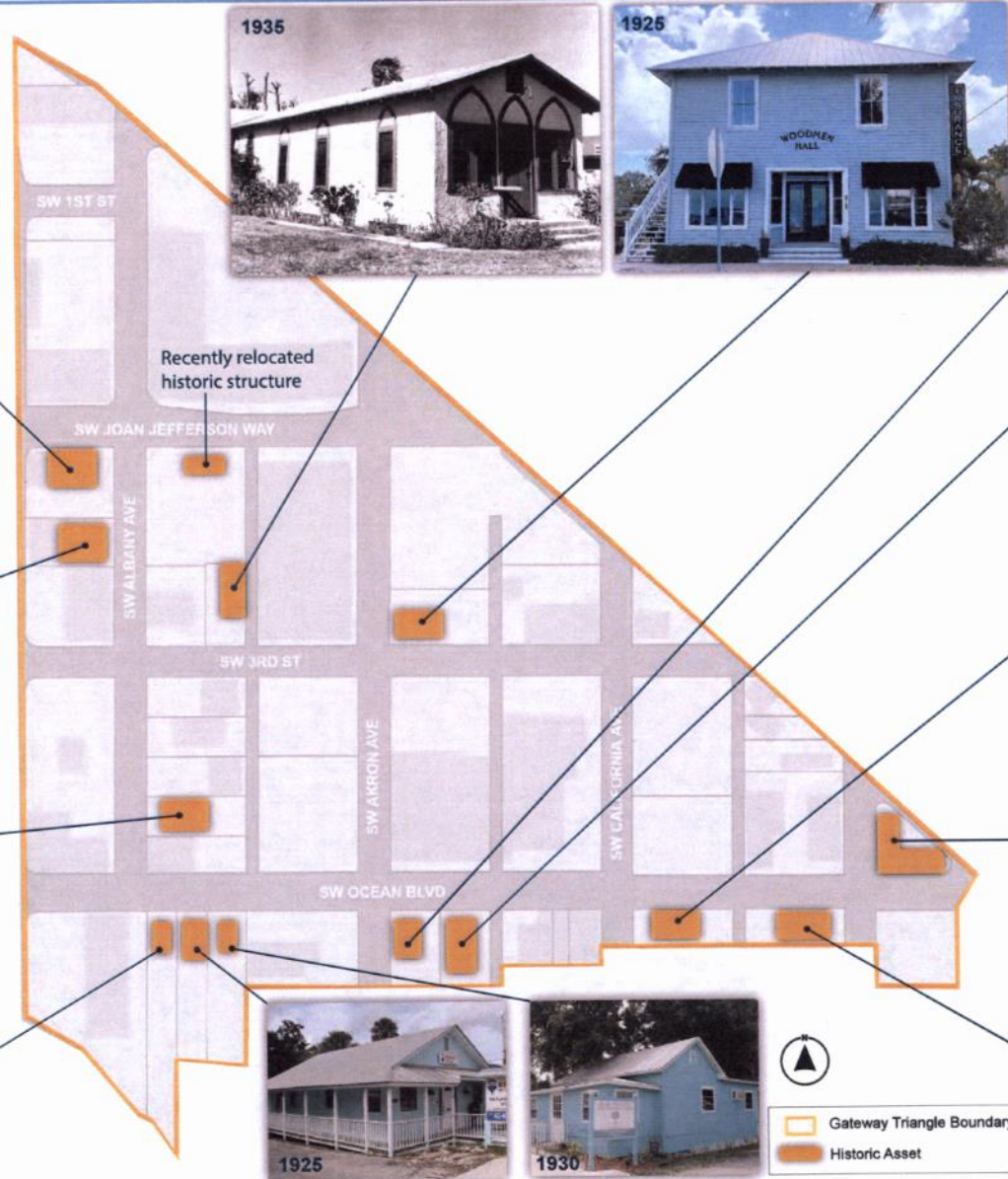


Figure 16 Images of sidewalk conditions within the study area.



HISTORIC PRESERVATION

The study area is home to many historic structures, some of which are identified here with their location and year of construction. Structures may be contributing assets to a historic district. Historic structures may have value as historic sites for their architectural significance.

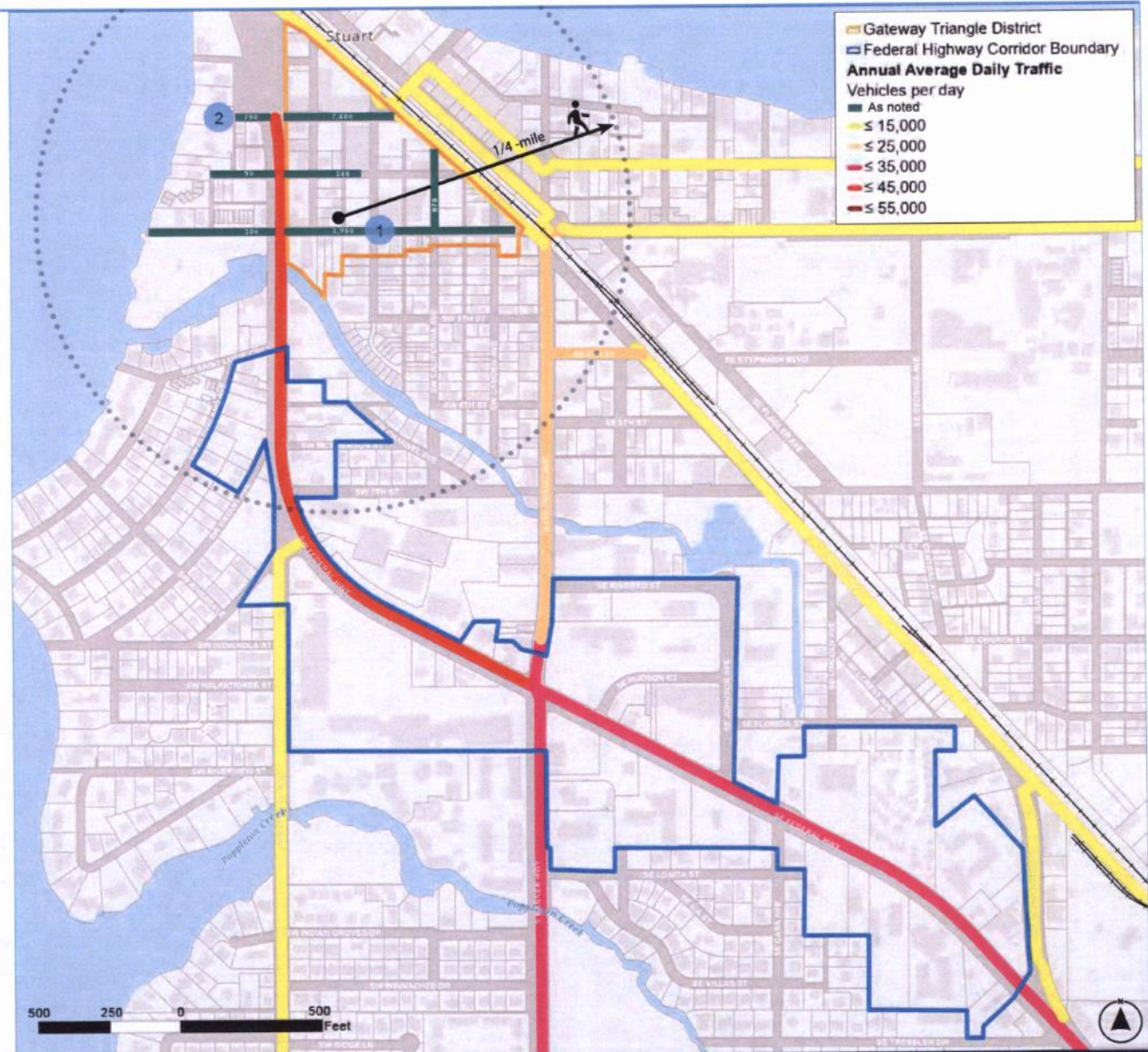


ANNUAL AVERAGE DAILY TRAFFIC

To the west of the study area, Federal Highway is a heavily trafficked vehicle roadway. Federal Highway leads to the Roosevelt Bridge where a bottle neck of vehicles headed north to Jensen and Port St Lucie and to the south headed to Stuart, Palm City, Port Salerno and Tequesta all meet. Many vehicles entering downtown come through the first signalized intersection as confirmed in the *SR 5/US-1 at SW Joan Jefferson way Planning Study* in February of 2019. 7,400 AADT vehicle counts are shown as opposed to SW Ocean Blvd which only counts 3,900 AADT. In general, roadways inside the study have significantly less vehicle trips than surrounding roadways.



Figure 17 Image of SW Ocean Boulevard looking towards US-1/Federal Highway.
 Figure 18 Image of SW Joan Jefferson Way looking towards US-1/Federal Highway.
 Figure 19 Annual Average Daily Traffic measured by vehicles per day 2019 data from FDOT (<https://tdaappsprod.dot.state.fl.us/fto/>) and counts included in the *SR 5/US-1 at SW Joan Jefferson way Planning Study*.



EXISTING BIKE NETWORK & PUBLIC TRANSIT

The series of maps to follow include the Federal Highway study area and an additional study area for the Gateway Triangle District. The Gateway Triangle District is the subject of a Master Plan study. Due to the proximity of the two study areas, it was determined to be of mutual benefit to study the two concurrently. The Triangle Gateway District is outlined in an orange line and the Federal Highway study area is outlined in blue.

Stuart does not have a robust connected bike network, although recent roadway improvements have included designated bike lanes. Near the study area, S Colorado Avenue was the site of a Complete Street effort which reduced the number of travel lanes, added on-street parking, and wider sidewalks, and designated bike lanes. Properties have seen a great benefit since the improvement. After the completion of S Colorado Avenue, SE Johnson Avenue and SE Kindred Street were also improved with on-street parking, newly landscaped bulb-outs, and designated bike lanes. In the following maps, S Colorado Avenue, SE Kindred Street, and SE Johnson Avenue are unique in the mapped area for their Complete Street improvements.

Marty is a public transit system operated by Martin County. *Marty on the Move* (the 2020-2029 Transit Development Plan) is consistent with the requirements of the State of Florida Public Transit Block Grant Program. There are two Marty Bus Routes with stops on Federal Highway in Stuart. Route 1 is shown in pink and Route 3 is shown in purple. Route 1 runs the length of Federal Highway from Salerno Road to the south to the Treasure Coast Connector which operates in St Lucie County to the north. In 2018 there were 83,467 riders on the Marty. In the Transit Development Plan 2020-2029 the number one priority identified was to split route 3 into a route 3a and 3b. The plan also called for doubling the frequency of Route 3. The stops that service both Routes 1 and 3 are minimal and do not include shelters or benches and are noted with just a simple sign indicating the route number and no other information. These are in contrast with the Marty stops elsewhere in the County which provide, at a minimum, a shelter and bench.

The City also has a micro-transit system within the downtown area called Stuart Tram. Many of these stops do include a shelter, benches, trash, and recycling bins as well as Tram information like route maps and contact numbers. This same level of service should be extended to Marty stops throughout the City including the study area.

The recent 2019 Stuart Downtown Tram Business Plan provided recommendations for the Tram's continued service. Coordination between the two fixed-route systems should be continued.

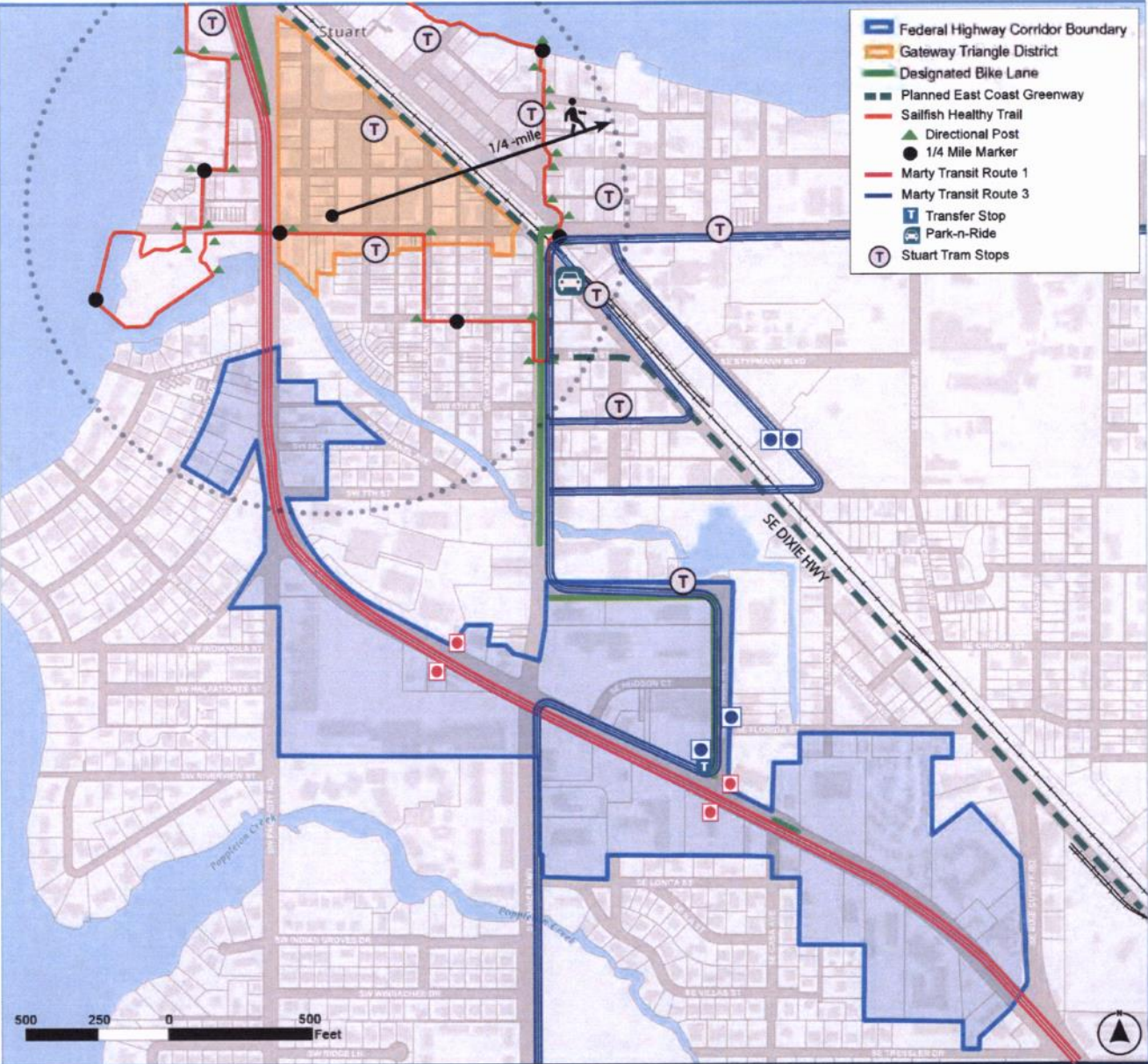


Figure 20 Designation of bike lanes 2019 data from FDOT as well as Marty Routes and Stuart Tram stop locations.

NATIONAL FLOOD HAZARD

When considering redevelopment and long-term investment, it is prudent to understand the flood risk and sea-level rise projections of the area. To the right are maps of the National Flood Hazard Area and the NOAA Sea Level Rise depth projection as they apply to the study areas.

In the map of the National Flood Hazard Area to the right, most of the Federal Highway and Gateway Triangle study area are well outside the 1% and 0.2% Annual Chance of Flood Hazard. There are, however, properties adjacent to Frazier Creek inside the study area that indicate more vulnerability to flood hazard and fall into both the 1% and 0.2% Annual Chance Flood Hazard.

NOAA SEA LEVEL RISE

The map on the right illustrates sea level rise projections for 2030, 2060, and 2100 in increasingly dark shades of blue. The most dramatic is 2100 in the darkest shade of blue. The data projects a sea-level rise of 81" or 6'-9" from the present date to 2100.

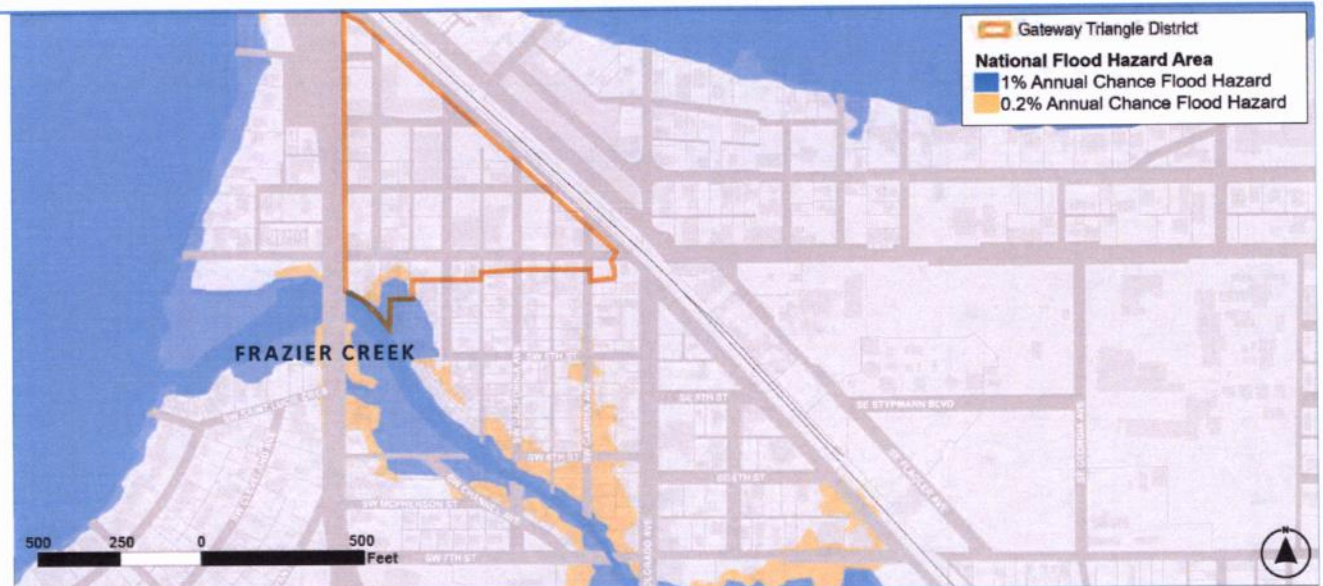
The vast majority of study area remains outside even the 2100 projections. Again, properties near Frazier Creek show potential impact from sea level rise like that of the National Flood Risk Map.



Figure 21 The image above is taken from Frazier Creek from Google Earth.

Figure 22 The National Flood Hazard Layer (NFHL) data incorporates all Flood Insurance Rate Map (FIRM) databases published by the Federal Emergency Management Agency (FEMA), and any Letters of Map Revision (LOMRs) that have been issued against those databases since their publication date. It is updated on a monthly basis. The FIRM Database is the digital, geospatial version of the flood hazard information shown on the published paper FIRMs. Updated: 02/19/2020

Figure 23 Is a Sea Level Rise Scenario created for Martin County via Grant funding via the Institute for Water and Environmental Resilience and Erin Deady Law. Creation date: 3/2019



SUMMARY OF PUBLIC INPUT

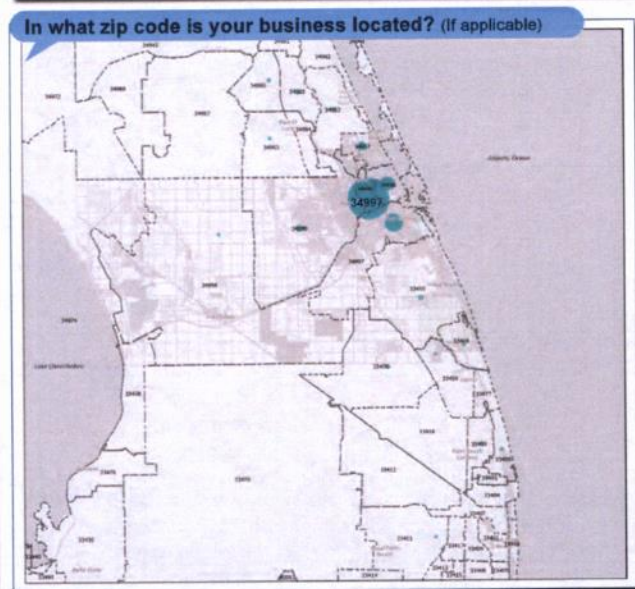
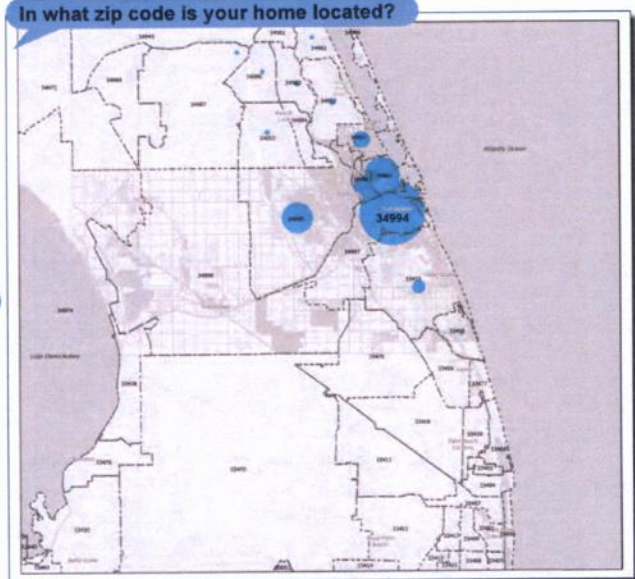
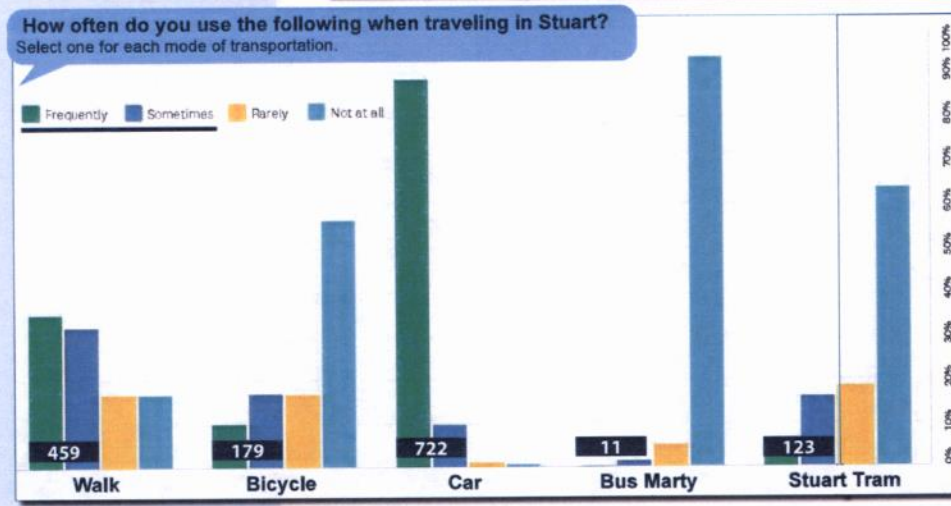
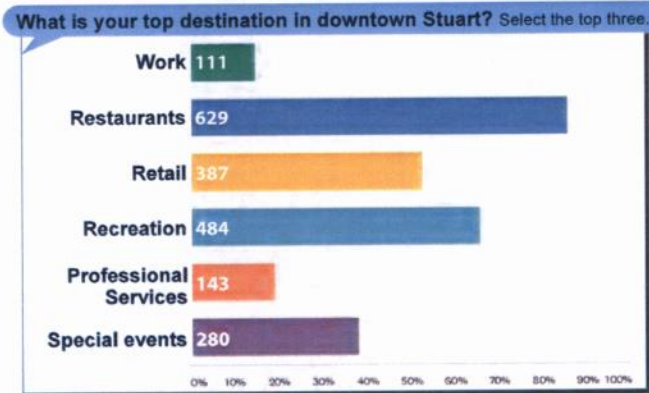
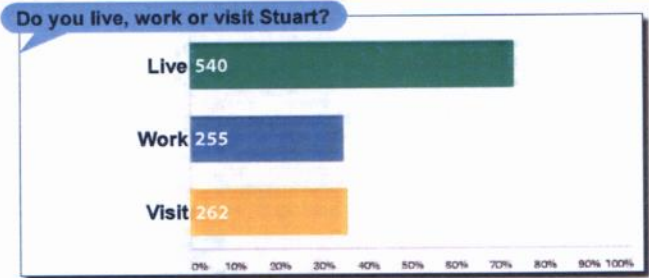
OUTREACH

COMMUNITY SURVEY

A community survey was conducted between November 12th and December 18th, 2020 and received over 700 responses. The survey was distributed through social media on Instagram and on Facebook. It was distributed through community organization groups and the local television news featured it in their evening program and online.

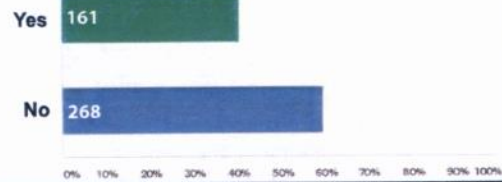
INDIVIDUAL INTERVIEWS

Individual interviews with over 20 individuals including each of the City Commissioners, Community Redevelopment Board (CRB) members, local residents and business owners were conducted between January and February of 2021. Interviews made clear the recognition of the potential in the study area and support for municipal improvements which would allow for more business to thrive in the area.

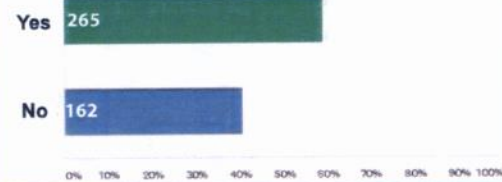


ABOUT THE TRIANGLE

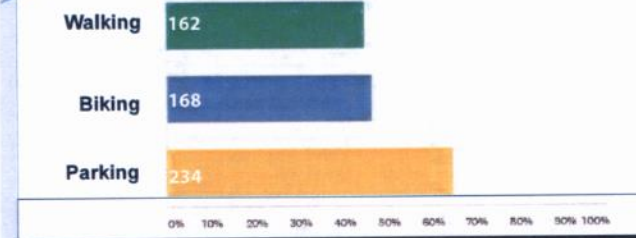
Have you used the Stuart Tram?



Are you familiar with the Sailfish Public Parking at SW Akron Ave and S Dixie Hwy?



Do you feel there are impediments to parking, biking or walking in this area?



Responses revolved around five major themes. Most comments involved improving the sidewalk, crosswalks, and adding parking via parking lots, on-street and parking garages. The tram was often mentioned as part of the solution to parking needs. Sidewalk comments included widening, providing clear paths and improving with shade and lighting. Related to the sidewalk, improved crosswalks and connectivity were mentioned frequently. Pedestrian crossing at roundabouts was noted frequently. Bike lanes or marked bike paths were suggested as often as more parking.

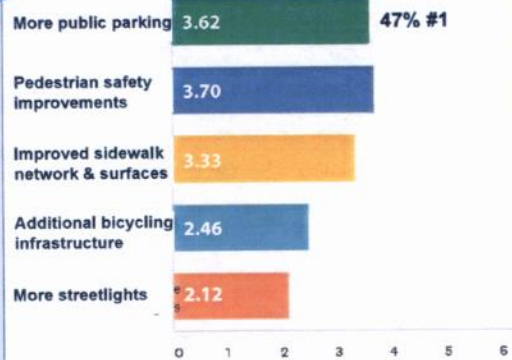
If yes, how could be improved?

Occurrence of Five Major Themes

Add Parking lots or on-street	Add Parking Garages	Add bike facilities, or signage	Improve Crosswalks & Connectivity	Improve Sidewalks
28	24	28	22	36

Handwritten notes and comments related to the survey results, including suggestions for improvements and feedback on the survey process.

Which changes to the transportation system should occur in the district? Rank them in the order of most important to you, with a one being the most important.



Which public realm improvements do you feel would improve the district most? Rank them in the order of most important to you, with a one being the most important.

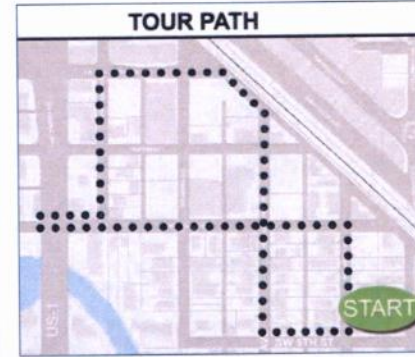


Shade trees and landscaping ranked the highest among the four choices with a 158 participants placing that at the top of their list. Shade trees and landscaping improve many aspects of a streetscape so it makes sense to place this at the top of any streetscape wish list. Shade trees and landscaping improve the sidewalk by improving comfort with shade. Landscape improves the attractiveness of a corridor for all users including drivers, pedestrians and cyclists and can do wonders for creating a sense of place. Shade trees that frame the road also work to further define the public open space and can have a speed reducing effect. Shade trees and landscaping when not fully appreciated, can be left out of budgets or are lost to other spacial constraints in the streetscape of which there are many in the study area.

VISION WORKSHOP

On Saturday, March 13, 2021, a visioning workshop and walking tour event was hosted by Treasure Coast Regional Planning Council and the City of Stuart. Over fifty people participated, including residents, business owners, elected officials, and City staff. The walking tour took the participants through portions of both study areas and provided firsthand experiences of the challenges and advantages in the district. The tour included a brief history of planning in the City, examples of mixed-use neighborhoods, and an introduction to Vision Zero and Complete Streets.

Feedback was provided through questions and answers along the walk and at “mini-presentations” which were facilitated by three presenters. When the tour was completed, participants were encouraged to test their road improvement concepts with the Complete the Street exercise as well as to provide feedback to facilitators at tables where they were scribed onto maps. Additional feedback was emailed by some of the participants. Feedback ranged from very general to very specific.



SUMMARY OF CONVERSATION BY AREA

BOTH DISTRICTS

- Broad support for mixed-use neighborhoods and projects was expressed.
- Maintaining a small-town and quaint feel continues to be an important quality of Stuart. Concerns for maintaining that are often expressed with comments or questions about appropriate height and density. That said, locations along US1 and in the Triangle District were seen as appropriate places for height and density by residents.
- Historic structures are a benefit and set the tone of the neighborhood. As one participant said, “We lose charm and character with every demolished historic structure. There is nothing that can replace the authenticity of historic original structures. So few remain, and those that are left need protection. Celebrate and acknowledge all existing historic structures within the CRA and Main Street boundaries.”
- The importance of more greenery with parks, landscaping, and bulb-outs was expressed repeatedly.
- There was interest in adding fitness stops along the creek and the Sailfish Healthy Trail.
- Landscaping shrubs are often higher than 18” and need to be trimmed to promote visibility pedestrians for vehicle drivers.
- For bike lanes, a preference for the buffered bike lane as opposed to the paint where feasible was expressed. The paint can be slippery for specific types of bike tires.

ABOUT THE TRIANGLE

IN THE TRIANGLE DISTRICT

- There was broad support for restaurants and shops in the area. Many expressed seeing the District as an extension of the Historic Downtown with a town square.
- A large site of approximately 5 acres currently occupied by the First Baptist Church of Stuart in the district has been recently listed for sale. Naturally, there were conversations about the future of that site.
 - Concern was expressed that a large hotel could absorb all the hotel demand downtown if one were to move into the site.
 - The site was also noted as an opportunity to add improved landscaping to the narrow sidewalks and public park space to the City.
- The circle at SW Akron Ave, S Dixie Highway, SW Joan Jefferson Way poses challenges for the visibility of pedestrians. It was advised that relocating the crosswalks further back from the circle would increase visibility and make a safer crosswalk.
- Public Parking needs not being met with current signage.
- Exposed chain link fences do not benefit the district.
- Shade trees and bulb-outs would benefit SW Ocean and Albany for the speed, safety, and comfort of pedestrians.
- The district is a good candidate for sharrow markings and signage.
- A need for lighting at the parks along the Frasier Creek was identified by a participant.
- There is interest in a pedestrian overpass especially if it could become a destination of itself with seating and views of the water and downtown. Locations cited include the end of SW 3rd Street.



TOUR OF THE PLAN

MOBILITY & CONNECTIVITY

DETAILED MASTER PLAN

As part of the study, each street in the district was analyzed, and recommended improvements were illustrated. A set of plans can be found in Appendix A for existing conditions and Appendix B for recommended conditions and redevelopment concepts. Recommendations reflect the a community direction to create an active downtown neighborhood which is an extension of the successes of adjacent districts. The foundational goals for the proposed recommendations include the following:

- improve mobility for all users
- promote a district parking approach
- encourage infill redevelopment

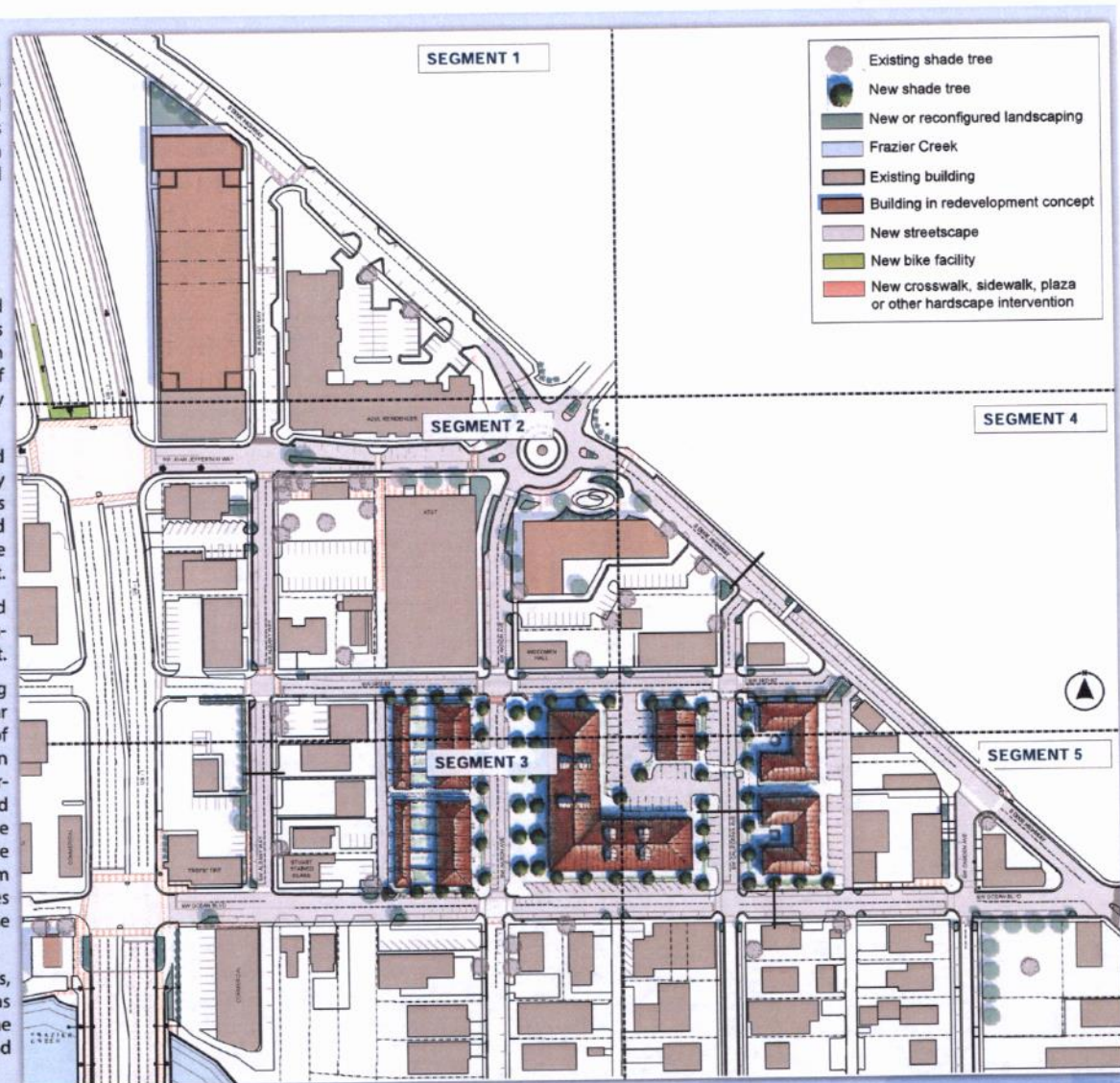
Numerous crosswalks were found to be missing and are illustrated in recommended locations. A design is provided for each street that maximizes on-street parking opportunities and indicates driveway consolidation where feasible. Where spaces are not large enough to accommodate vehicles, the plan recommends dedicating space for bike racks and golf cart parking. On SW California Avenue and SW Akron Avenue, the recommended two-way direction of travel is shown.

The complete network of streets and alleys is a key asset the City should protect and enhance, and therefore, the plan recommends retaining all public rights-of-way. The fully implemented network of streets is ideal for promoting a walkable compact neighborhood as exists in the neighborhood to the south and the historic downtown to the west. Streets and alleys are the magic that makes a mix of uses and adaptive design. They are the infrastructure that small scale development and business depend on to function in an urban environment.

With the exception of US-1/Federal Highway, all streets in the study area have a posted speed of 25 MPH, and most include a 40' right-of-way. Considering the speed and narrow rights-of-way, marked sharrows may be the most appropriate type of bicycle facility in the District.

Many utility poles interrupt the existing pedestrian environment. Under-grounding of utilities including power by FPL is an opportunity not just to clear the sky but to clear the sidewalk and create a more desirable walking environment. FPL is in the process of hardening its electrical grid. Hardening has focused first on the highest voltage portions in the network. Already hardened lines, in most cases, tend to be cost-prohibitive to bury after-the-fact. In the study area currently, there are not yet hardened distribution poles that could still be relocated underground. Additional coordination with AT&T and Comcast would be needed to remove many poles entirely. Jensen Beach, Rio, and the Town of Sebastian have either had utility lines undergrounded or are undergoing the process as part of the Storm Secure Underground Program to help FPL meet its reliability criteria. Other communities may have an opportunity to pay the difference to underground lines that would otherwise be hardened with more traditional poles.

Each roadway project should include innovative stormwater solutions. Permeable pavers, asphalt, and concrete for alleys, surface lots, and on-street parking are recommended as well as exfiltration. Curb design should allow stormwater to enter rain gardens within the streetscape as well as surface lots to maximize the potential for stormwater storage and treatment.



PARKING

One of the key goals of the Triangle District Master Plan is to promote a compact, walkable neighborhood that is reinforced by a district-wide parking program. Areas within this condition will have different parking needs and remedies. For those properties within the District, the recommended parking regulatory modifications are suggested.

PHASE 1: ASSESS THE REQUIRED ON-SITE PARKING STANDARDS

Under the current code, 80 parking could meet the required parking for approximately 24,000-sf of office or retail at the rate of 1 per 300-sf, but those 80 parking spaces can meet the required parking for only approximately 8,000-sf of restaurant. The required parking for restaurants at 1 per 3 seats plus employees is much higher than other uses and is a deterrent to establishing new restaurants in the study area. Another complicating factor for district parking where a park-once environment is promoted and desirable, the number of very specific standards based on use requires a reassessment of required parking for property owners even when changes in use occur within types of office and types of restaurants. It would be a benefit to simplify the categories of required parking to allow easier change between uses over time. In addition, consider allowing businesses to count the on-street parking in front of their businesses towards the required parking.

PHASE 2: ADVANCE COMPLETE STREETS

In addition to streetscape recommendations in Appendix B allows the City to provide approximately 50 more public on-street spaces when there is a full buildout of recommendations. This can be a tremendous economic benefit for businesses. An often-cited metric from the Fort Collins Downtown Retail Assessment Report found that in a thriving retail district "each [on-street parking space] can generate up to \$300,000 in annual retail sales." The City should continue to assess progress made on parking recommendations from *Future Parking Needs Analysis* in the 2018 study. Recommendations regarding bike racks, golf cart parking, valet parking, and curbside management should be expanded into the study area. Those recommendations are included in Appendix C for reference. The Triangle District study area corresponds with Zone 3 of the parking study.

PHASE 3: UNLOCK SHARED COMMERCIAL PARKING

Utilizing the same parking over more hours in the day benefits customers by bringing them closer to the goods and services and allows them to bring business to multiple destinations. There is a greater efficiency of parking spaces when customers park once for goods and services. This principle is often applied to commercial plazas and mixed-use projects. It can also be applied to walkable downtown districts like the study area. Concerns for property owners should be offset by a City managed program. The program should provide incentives like lighting, cameras, and signage similar to municipal surface lots which are a benefit to property owners. Improving the existing asphalt not only maximizes available parking spaces but improves walkability and supports work done in Phase 2.

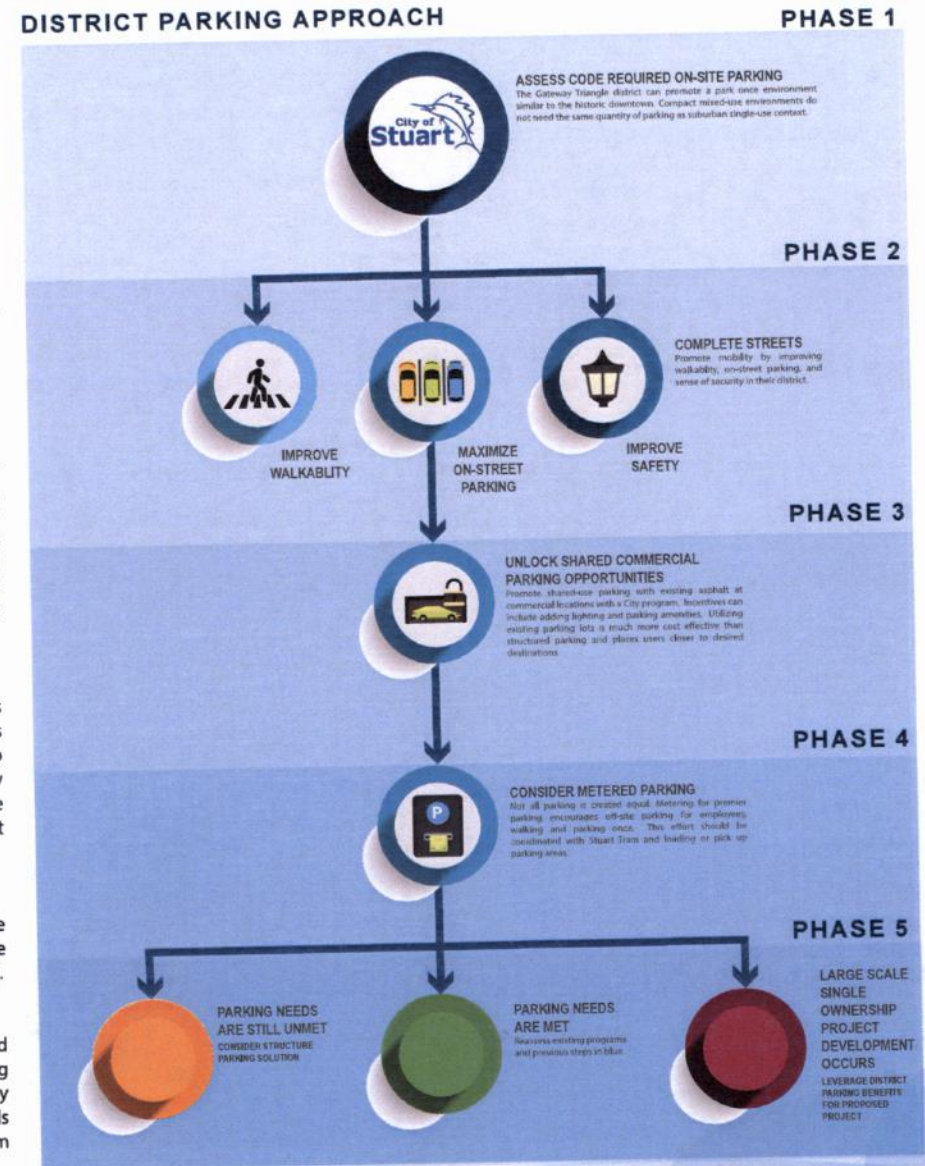
PHASE 4: INTRODUCE METERED PARKING FOR PREMIUM SPACES

Not all parking is created equal and free parking is not free. Much has been written about the cost of providing free parking. The *Future Parking Needs Analysis* provided recommendations on how a premium paid parking program could be implemented. It promotes alternative means of mobility including micro-transit like the Stuart Tram, cycling, and walking.

PHASE 5: REASSESS PARKING NEEDS

A parking garage is a multi-million-dollar public investment. Every other opportunity to improve the walkability and add parking should be investigated before a municipal parking garage is considered. A garage will only be effective in meeting parking demands and benefit the City if the streetscapes between the structured parking and destinations have already achieved walkability and a sense of place which is safe and desirable. A parking garage will go underutilized if those goals are not first met in Complete Streets. In Section 6.01.19, the City has already adopted a Payment in lieu of parking program (PILOP). The City may consider modifications to the payment amount and limits to quantities outlined currently.

DISTRICT PARKING APPROACH



STRUCTURED PARKING

If the City has utilized every tool at its disposal to address parking needs, and a parking garage is still found to be merited, careful study of potential sites should include:

- The efficiency of the site for maximum parking yield per square foot. Regular, rectangular structures with right angles are more efficient. A building length of at least 250' and widths greater than 100' are better since they allow for more efficient use of necessary ramps;
- The least impact to important City assets. Parking garages should not negatively impact existing views, buildings, important City amenities, require significant loss of right-of-way or possible development opportunities; and,
- The typically walking shed of structured parking is 500'-750'.

The illustrated location on SW Akron Avenue north of SW Joan Jefferson Way would serve the most study area and some of the Old Downtown District with a 750' walking shed, which could be accessed from S Dixie Hwy and SW Joan Jefferson Way. Most of the site is currently occupied by a surface parking lot. In the existing small plaza to the north, current tenants could be relocated to a commercial liner within the same footprint they are in today, but only with a view that faces the St Lucie River, the bridge, and a small park instead of facing the parking lot as they do today. Facing businesses to the pocket park, the views, and street help to activate the park and existing sidewalks. Activity improves safety by bringing eyes to the street, and more desirable experiences to customers. Because the site has lower viability and is without alley access, it is a more difficult site for potential redevelopment. Since the Roosevelt Bridge and the existing office building to the south already shield the structures from view, the site only has two visible facades. Other sites in the area do not have the same potential block length or are desirable locations with prominent viability in the City for uses other than parking.

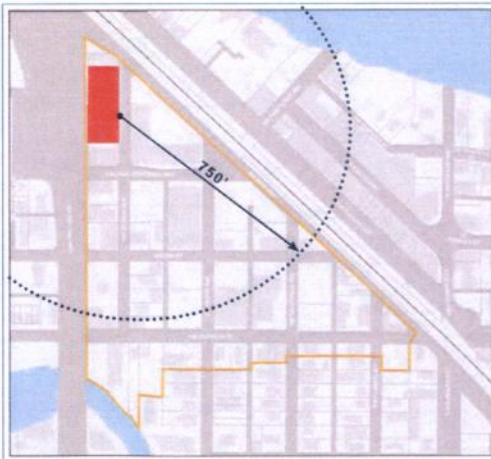
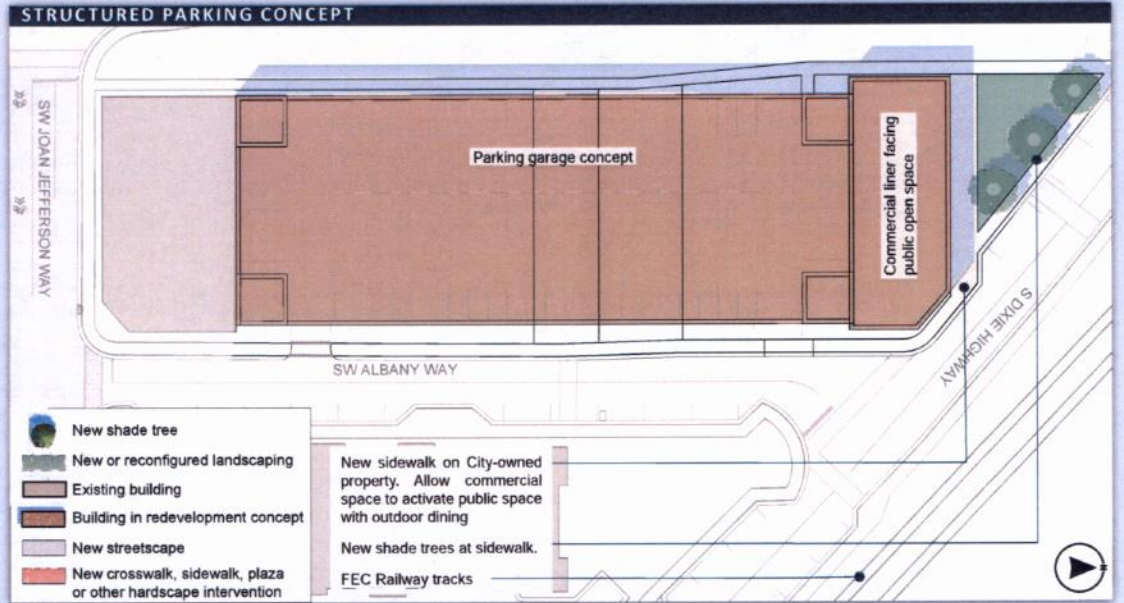


Figure 24 Above image of the Selby Parking Garage in Sarasota, FL

Figure 25 To the left image of the Balet Valet Parking Garage located in Miami Beach

MOBILITY & CONNECTIVITY

SW OCEAN BLVD & FEDERAL HIGHWAY INTERSECTION

SW Ocean Blvd continues over US-1/Federal Highway and is an important connection to the City in particular for pedestrian traffic. Shepard's Park is a popular park for its playground, kayak, and boat launch. It is included in Healthy Walk trails designated by the City. Small hotels and the Sunset Bay Marina & Anchorage bring tourists to the area. At this intersection residents, including families with strollers, and tourists are often seen crossing US-1/Federal Highway by foot or Stuart Tram.

FRAZIER CREEK BRIDGE

The intersection is adjacent to the Frazier Creek Bridge. For most vehicles, the bridge is unnoticeable as it is flat and indistinguishable from the rest of the roadway. Because the bridge is flat, it prohibits even the smallest of watercraft to navigate below it especially as the tides change. The inland creek is then effectively cut off from the south fork of the St Lucie River from properties beyond the bridge. With sea-level rise and the impact of king tides, this will become even more the case. The creek continues to the east below S Colorado Avenue and adjacent to S Dixie Highway where Burner Pond Park is located.

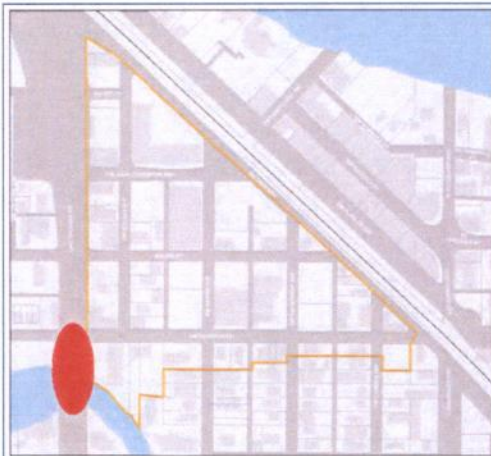


IMAGE OF BRIDGE & EXISTING CITY-OWNED LEASED PROPERTY



IMAGE OF NORTHEAST QUADRANT OF INTERSECTION

MOBILITY & CONNECTIVITY

BRIDGE DESIGN

The study revealed an opportunity to create a gateway moment for downtown and the City as well as improve the safety and functionality of the intersection and bridge. On the southwest corner of the intersection is a City-owned lot that is currently leased. The aesthetic should be consistent with City brand standards and gateway features to the north on US-1/Federal Highway. When Frasier Creek Bridge is replaced, it should be built with a slight hump. The vertical deflection acts like a speed table to control speed while emphasizing the importance of the creek and the waterways within the City. The extra height could afford a more comfortable passage of small craft with less impact from tides and benefit the connection to the City-owned dock at SW 6th Street and SW Camden Avenue. The bridge should include a change in texture and design from the road to the north and the south and be widened to accommodate a 10' shared-use path. Currently, the sidewalk is a narrow 5' width and is without bike facilities.

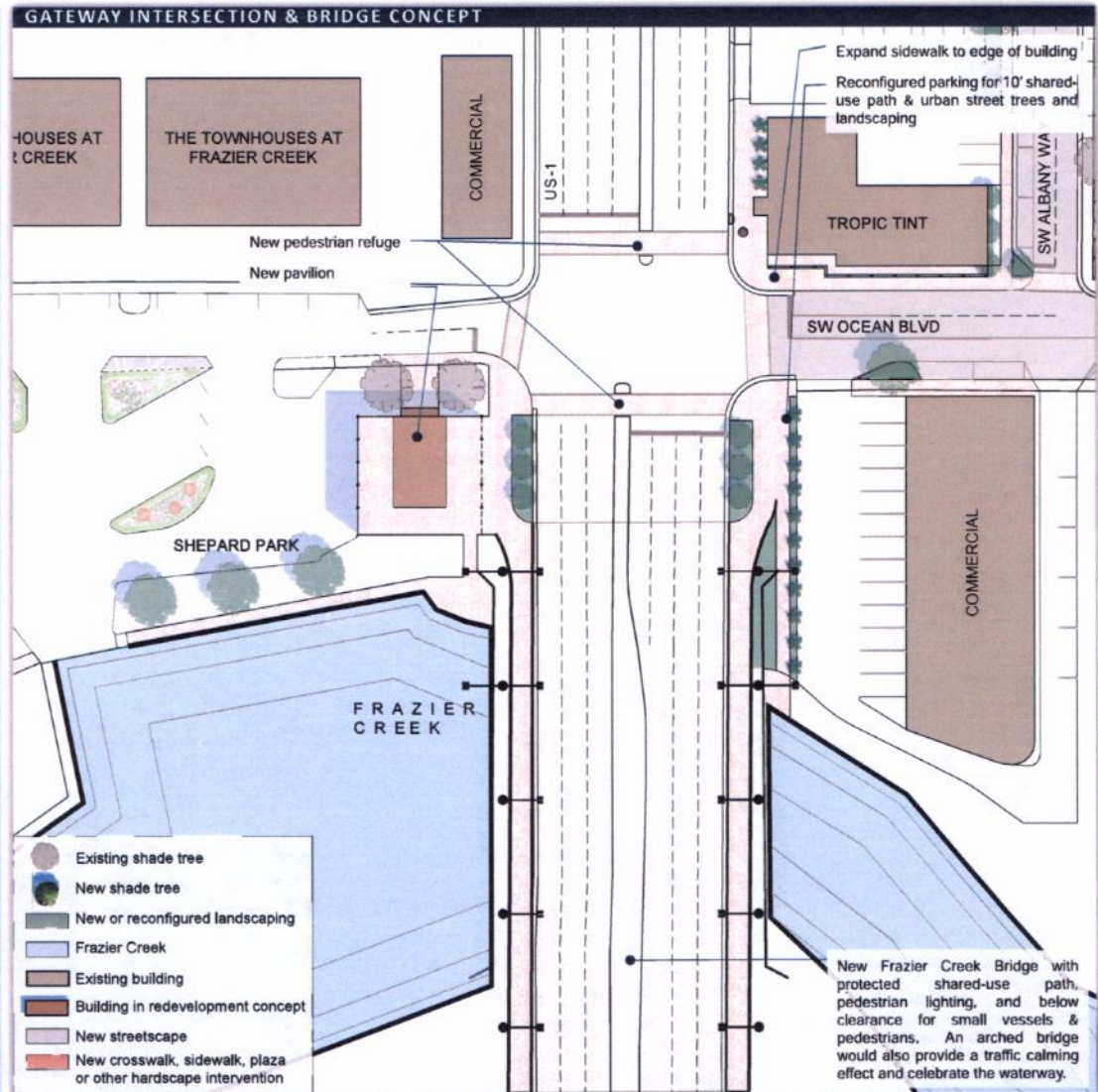
Increased head-clearance below the Frasier Creek Bridge could also be an opportunity to extend a pedestrian path from Shepard's Park along Frasier Creek to the east side of US-1. An example of a similar sidewalk path occurs at the bridge for the FEC railway to the north. A connected path of green public spaces was a concept for Stuart introduced in the 1988 Charrette and this would advance that concept. Pedestrian lighting and sightlines would be necessary to ensure the space is comfortable and inviting for users. Additional study would be required to verify the feasibility.

PEDESTRIAN ZONE

In addition, care should be made to improve the sidewalk conditions around the bridge and intersection. Large arterial FPL poles interrupt the sidewalk and are extremely difficult to maneuver around particularly if on a bike or in a wheelchair. In the illustration to the right, the east side depicts the City acquiring a sidewalk easement or right-of-way to provide a 10' landscape buffer and a 10' sidewalk. Existing parking could be reconfigured to parallel parking. On the commercial lot, the site still would retain 20 on-site parking spaces. The 10' shared use path accommodates both bikes and pedestrians and is much improved from the existing conditions for access and accessibility. Added trees help to frame the street and slow traffic. The additional landscaping is an opportunity to improve stormwater by providing pervious ground and maybe an opportunity for a small rain garden. Planting would need to follow FPL's Plant Right guidelines and the necessary setbacks required by FDOT.

On the west side, the City owns the property. The illustration again shows an added landscape strip and a 10' shared use path. The existing building is replaced with one that could be more flexible in its use while keeping the existing specimen trees on site. Open-air porches lend the building to be a civic pavilion, a small restaurant, or maritime-focused recreational retail space. The building includes a reference to the importance of maritime navigation to the history of Stuart.

New pedestrian streetlights with banners typical of the downtown are recommended. The intersection and crosswalks are rendered with a stamped texture. The pedestrian crossings include pedestrian refuges to improve conditions when crossing the 100' space of travel lanes on US-1/Federal Highway. Stamped textures, deflection, and painting at SW Ocean Blvd and US-1/Federal Highway will need to be coordinated with FDOT and may require maintenance agreements from the City.

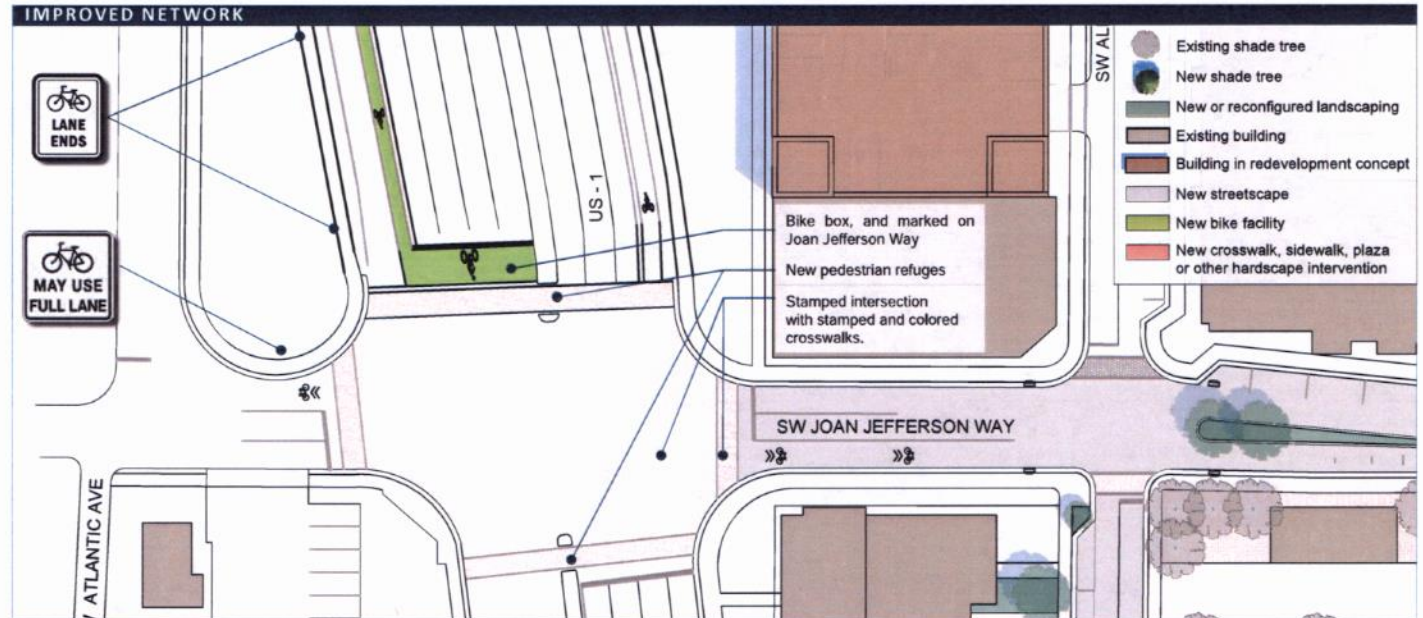
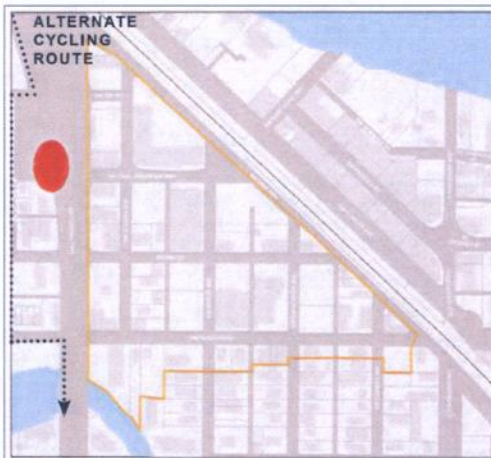


MOBILITY & CONNECTIVITY

BIKE NETWORK AT SW JOAN JEFFERSON WAY

FDOT has recognized the critical need to address the abrupt terminus of an existing bike lane at the base of the Roosevelt Bridge. The constrained right-of-way does not allow the bike lanes to continue. Long-term, a shared-use path of a 10' sidewalk should be configured along US-1/Federal Highway to accommodate cyclists and pedestrians. In the near term and as an alternate route, SW Joan Jefferson Way and SW Atlantic Avenue should be marked with sharrows and warning signage regarding the end of the bike lane. Additionally, curb cuts need to be managed on the south side of SW Joan Jefferson so that cyclists approaching the sidewalk can quickly move onto the sidewalk. A bike box is also recommended as a means to allow cyclists to turn onto SW Joan Jefferson Way towards downtown.

Figure 26 National Association of City Transportation Officials (NACTO) reference included for bike box design guidance.

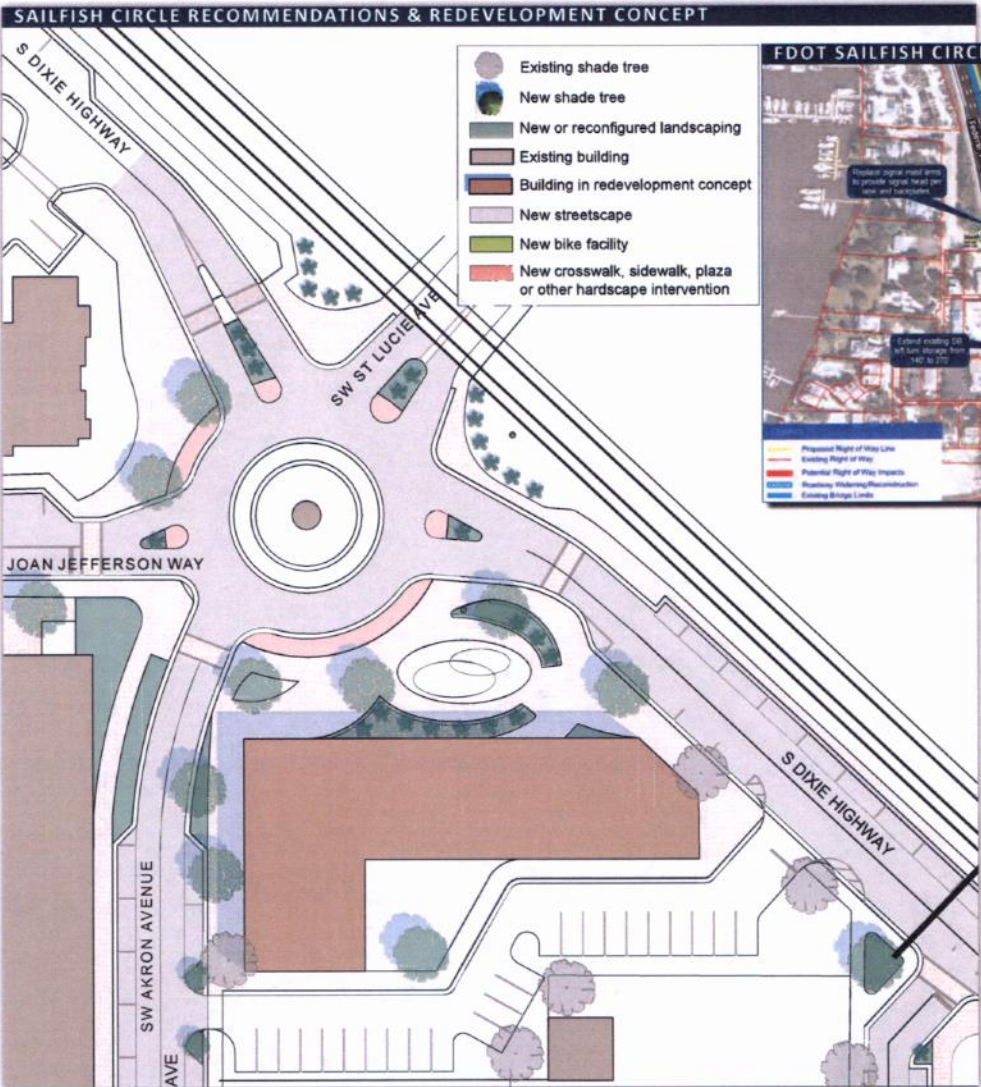
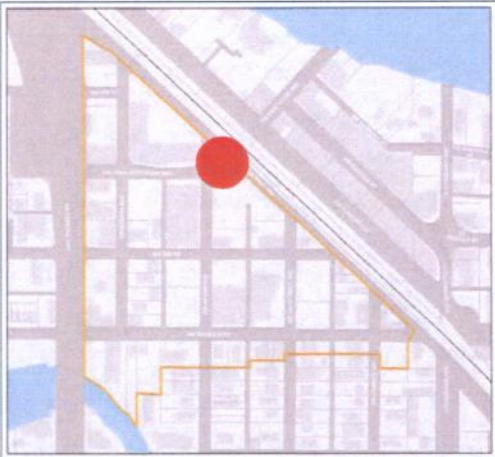


MOBILITY & CONNECTIVITY

SAILFISH CIRCLE

The Sailfish Circle is a beautiful roundabout in the City in a complex intersection with five-streets meeting adjacent to the railroad tracks. Unfortunately, the scale of this roundabout and lack of deflection has raised safety concerns for vehicles and pedestrians. For vehicles traveling along Dixie to S Dixie Highway or S Dixie Highway to SW Akron Avenue, there is very little need to turn your wheel, or deflection in the maneuver. Deflection is an important design intervention for reducing speed. Reducing speed increases the driver's ability to see the context. In addition, many participants in public outreach noted the lack of visibility of pedestrians due to the proximity of crosswalks to the circle. A solution for both of these concerns would be a reduction in the size of the circle, which is drawn to the right.

FDOT recently studied this intersection in the *Concept Development Report for SR 5/US-1 at SW Joan Jefferson Way Planning Study*. Concepts 1 and 2 in the FDOT study also look at a redesign of the roundabout to a single lane configuration.



REDEVELOPMENT CONCEPT

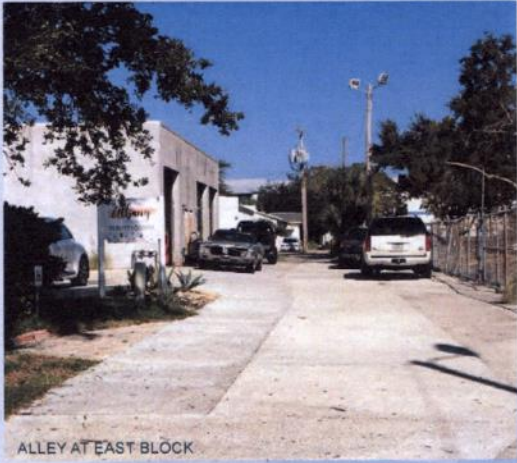
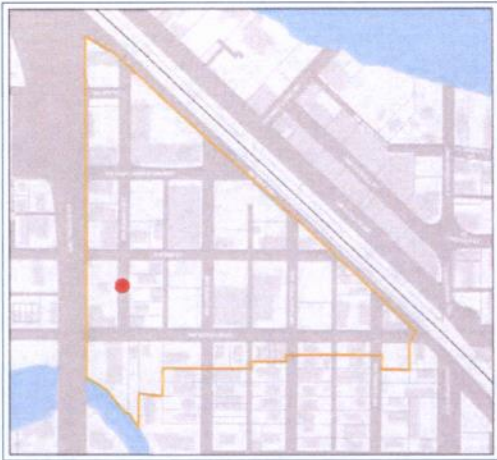
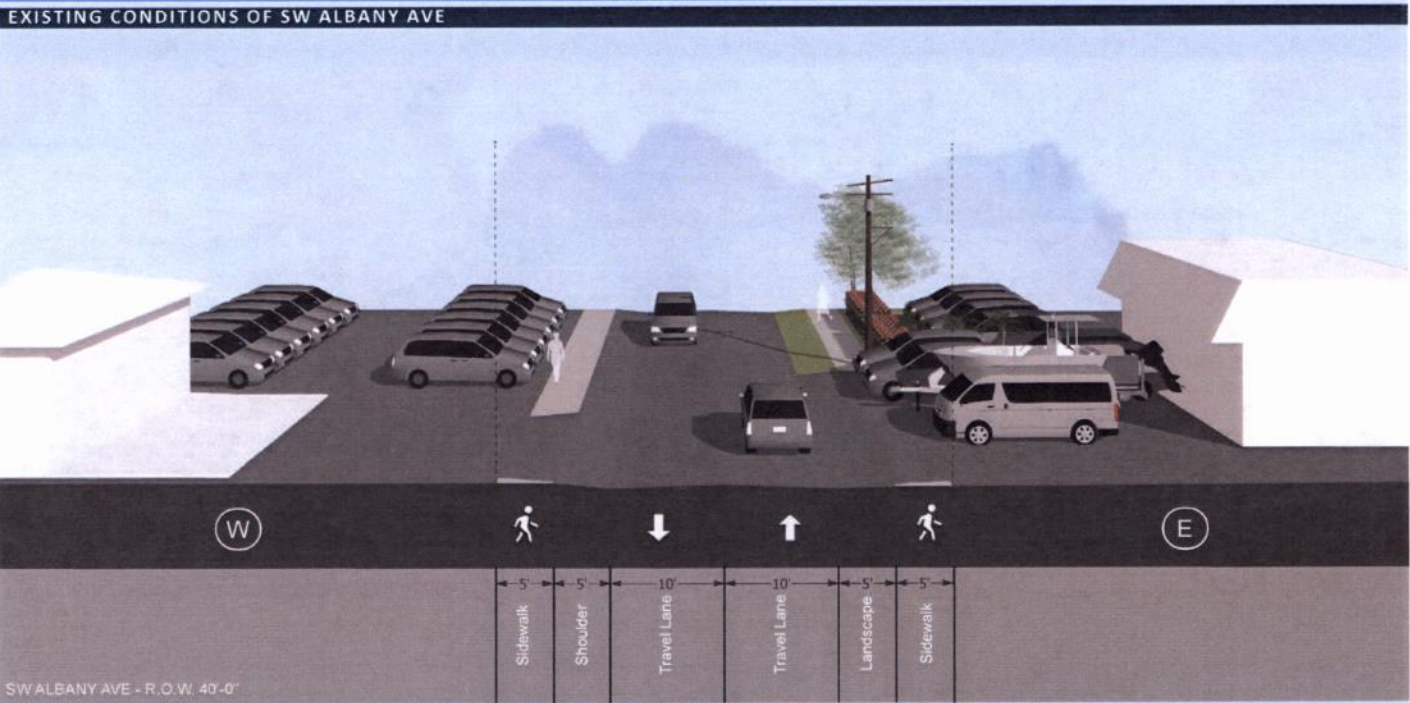
The current Sailfish Parking is a useful surface parking lot, but its location along a primary road and a connecting property between Old Downtown District and Shepard's Park neighborhood make it a desirable redevelopment opportunity as well. Active mixed-use development in this location would help to bind the two districts together and create a destination within the study area all its own. An 11,300-sf footprint building is illustrated in the redevelopment concept along with 24 parking spaces remaining on site. The site has an odd shape that can allow for unique public gathering spaces and outdoor dining. A very visible corner, the public space should be green with landscaping and include interactive elements. The reduced scale of the circle, would reduce the visual and auditory impact of vehicles passing as well.

MOBILITY & CONNECTIVITY

SW ALBANY AVENUE (SECTION 3A)

SW Albany Avenue is a north-south road with a 40' right-of-way typical for the study area. It is just 125' feet from US-1/Federal Highway. Stormwater infrastructure or on-street parking are not included in the street section until north of SW Joan Jefferson Way. There is a 5' sidewalk on both sides of the road, but it is often obstructed by vehicles and boats parked inside the right-of-way. No barriers exist between the sidewalk and travel lanes. At times the sidewalk, travel lanes, and surface parking are nearly indistinguishable from each other. There are few streetlights and no pedestrian streetlights.

The east block includes a rear alley which is serving as an important parking access point for the small business at SW Albany Avenue. The City has paved the alley with a pervious asphalt.

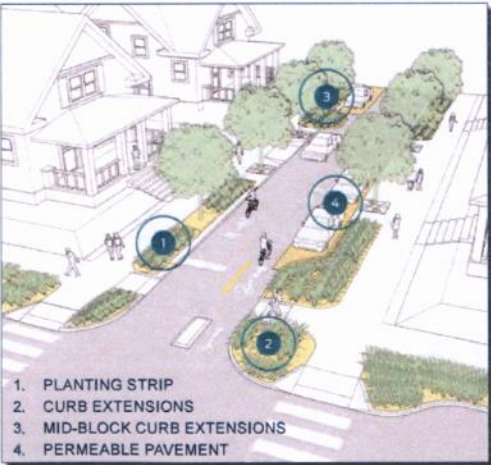


MOBILITY & CONNECTIVITY

SW ALBANY AVENUE (SECTION 3A)

With the 40' right-of-way the design concept includes on-street parking with landscape bulb-outs, maintaining a 5' sidewalk, reducing the travel lanes to 9'-6" and adding curb and gutter. This section could also be a curbless design with a valley gutter. What is important is to use road design as an opportunity to improve stormwater treatment and the quality of our waterways by adding pervious pavement and exfiltration drainage. Pedestrian lighting is illustrated in the design concepts. Due to the lack of space within the right-of-way, thoughtful placement is required. Ideally, lights will be placed inside bulb-outs at the beginning and end of each block, and on both sides of the street. In the scenarios illustrated, where surface parking lots about the sidewalk a landscape buffer is recommended. A required 10' landscape buffer is too onerous in an urban condition like the study area. The improved concept uses a 5' to 6' landscape buffer which is similar to what has been observed in the neighborhood on the other sites and achieves an appropriate screening for this context in defining the edges of the sidewalk without negatively impacting the existing property and its use.

NACTO URBAN STREET STORMWATER GUIDE



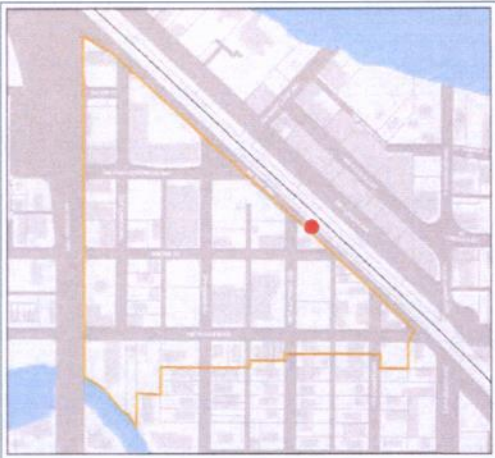
RECOMMENDED IMPROVEMENTS OF SW ALBANY AVE



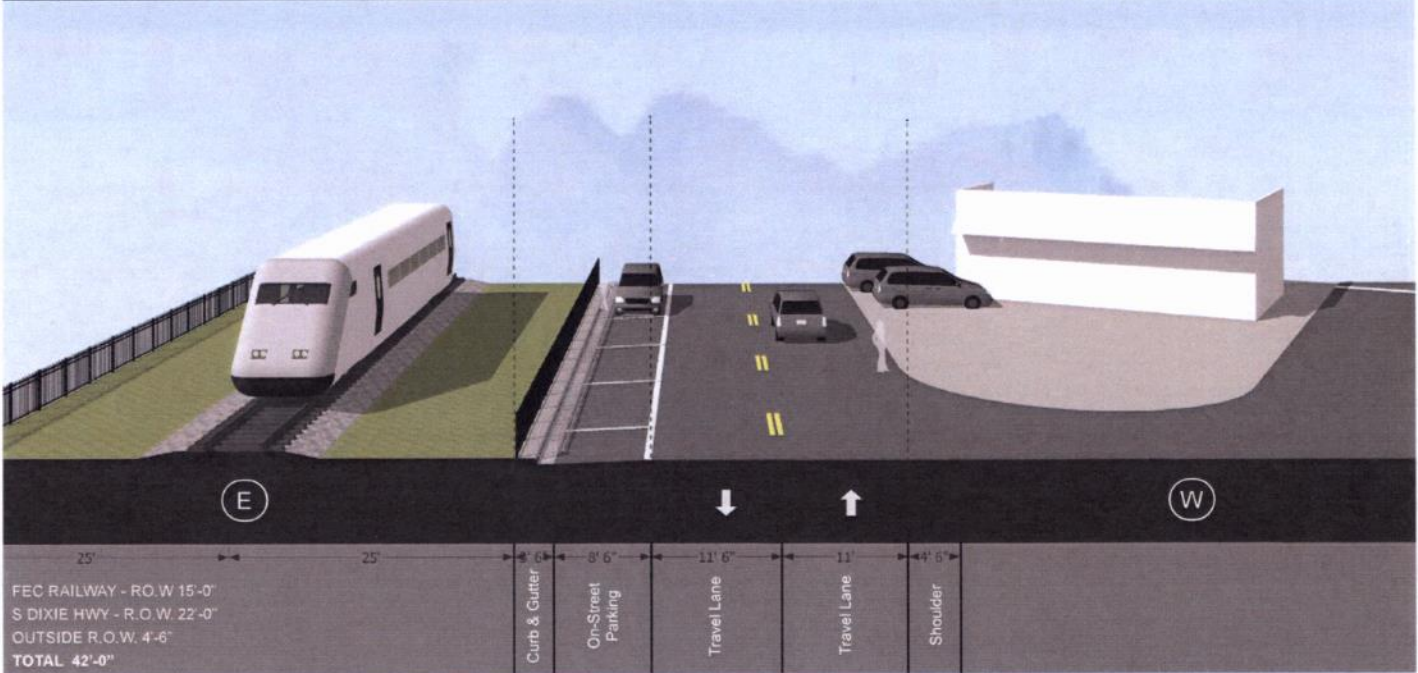
MOBILITY & CONNECTIVITY

SOUTH DIXIE HIGHWAY (SECTION 4A)

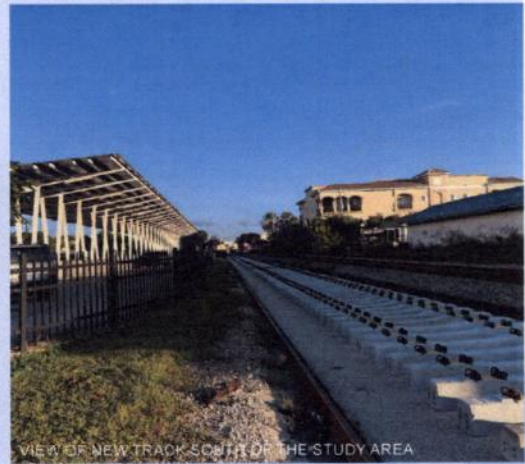
A unique right-of-way, S Dixie Highway in Stuart runs along the FEC Railway along the east edge of the study area. There is about 13' of property, which is leased to the City from the overall 88' FEC right-of-way. Another 25' feet of property is leased to the City on the east for additional on-street parking. As of June 2021, there is a single track within the 50' FEC Railway right-of-way that is not currently leased. A second track is planned and is currently under construction. To the north and south of the study area, they have made significant progress. If these 24 parallel parking spaces are to remain it is crucial for safety and their utilization that the missing sidewalk on the eastside of the road be addressed. On the west side of the road, there are significant portions of missing and poorly defined sidewalks and crosswalks. This recommendation echoes the recommendation from the *Future Needs Parking Study* to reduce the existing travel lane widths and provide a navigable sidewalk adjacent to the FEC and parallel parking as well as extending the fence along the length of the sidewalks until the appropriate crossing location. During site surveys, pedestrians were seen crossing the tracks where the sidewalk and fence ended.



EXISTING CONDITIONS OF SOUTH DIXIE HIGHWAY



GOOGLE EARTH IMAGE OF S DIXIE HWY



VIEW OF NEW TRACK SOUTH OF THE STUDY AREA

MOBILITY & CONNECTIVITY

SOUTH DIXIE HIGHWAY (SECTION 4A)

On the west side of the street, a defined sidewalk with pedestrian lighting is illustrated. Because of the narrow sidewalk, it is critical that consistent sidewalk paving extends to the building façade, and provides additional sidewalk width where allowed with existing buildings. Additional on-street parking is shown down SW California Avenue. At bisected blocks such as these triangle-shaped blocks along S Dixie Highway and the railroad, the best practice is to reduce the width of pedestrian crossing within the travel lane, increase deflection and prevent blind turns. See Appendix B, Segment 5 for plan detail.

As redevelopment occurs, an additional crosswalk will be needed at a midpoint between Confusion Corner and SW St Lucie Avenue. Near SW 3rd Street a midblock crossing is depicted. Where midblock crossings occur, they should be designed with curb extensions, speed tables, overhead pedestrian lighting, and lighting which illuminates the pavement for increased visibility. In-street pedestrian crossing signs are also encouraged and have been utilized in the district already.

The existing building which was a former auto repair shop is illustrated as a small restaurant with an extensive outdoor seating area. For a restaurant or any small business to move into this location, modifications to the existing parking code would need to occur. The site cannot effectively support on-site parking spaces. A buildout of the road could add five on-street parking spaces to the on-street parking inventory. Under the current code, the existing approximately 1380-sf building would require 5 spaces for an office or professional use, but a restaurant with three employees and 20 seats would require 10 spaces.

RECOMMENDED IMPROVEMENTS OF SOUTH DIXIE HIGHWAY

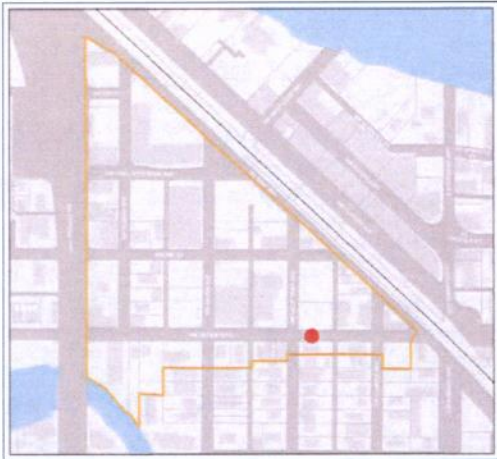


MOBILITY & CONNECTIVITY

SW OCEAN BOULEVARD (SECTION 5B)

SW Ocean Blvd includes many of the parts of a complete street including a sidewalk and on-street parking on both sides, but those sidewalks are woefully narrow at 4'-6" and with numerous interruptions from utility poles which further reduce the clear path. There are few opportunities for shade and very little landscaping. The best opportunity for a comfortable sidewalk is in the built portion of the First Baptist Church where a 1988 envisioned arcade for SW Ocean Boulevard was constructed.

The on-street parking is often overlooked and underutilized as a parking opportunity, and this may be partly because the pavement and painting done years ago have faded considerably and there are no curb extensions that define the parking spaces. The street is nearly absent of any gutters or stormwater infrastructure. To the south, there are some inlets and valley gutters, which lead to baffle boxes before outlets into Frazier Creek.



EXISTING CONDITIONS OF SW OCEAN BOULEVARD

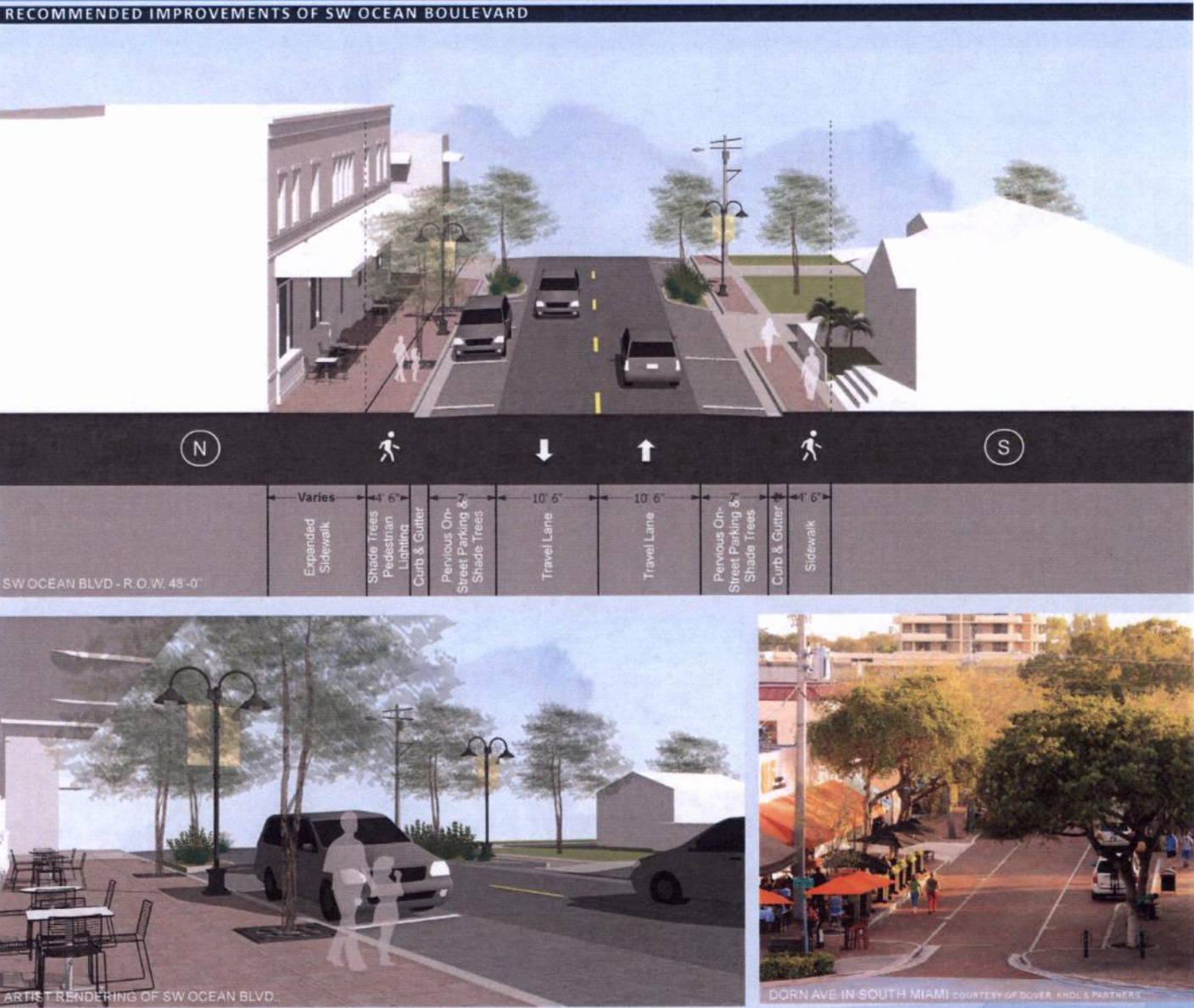
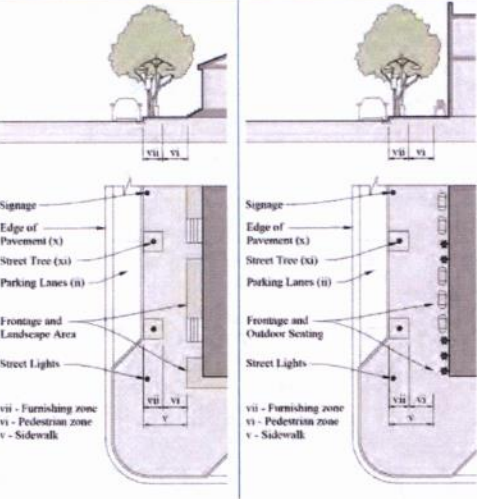


MOBILITY & CONNECTIVITY

SW OCEAN BOULEVARD (SECTION 5B)

In the recommended concept, the oversized travel lanes are reduced from 12' to 10'-6" and a gutter is added. As in all of the recommended street sections, using a pervious pavement, pervious paver, or pervious concrete in the on-street parking is recommended along with exfiltration to accommodate larger rain events. On the south side where an existing historic cottage remains, the sidewalk is still 4'6" but the illustrated undergrounding of utilities allows existing obstructions to be removed. New streetlights again should be placed thoughtfully outside the clear pedestrian zone wherever possible. On the north side, an example of redevelopment shows how new buildings can be set back, and incorporated into the streetscape as an expanded sidewalk. Restaurants can utilize the expanded sidewalk for outdoor seating like in this rendering, or in the case of residential uses for small yards, stoops, or porches. In all cases, the clear sidewalk path should be a minimum of 6' with an additional minimum 2' furnishing zone for shade trees and streetlights.

RESIDENTIAL STREETSCAPE COMMERCIAL STREETScape

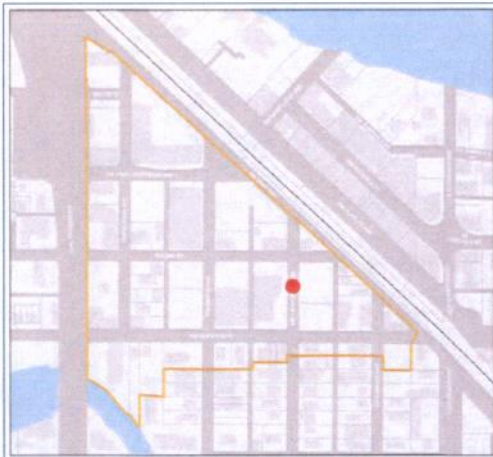
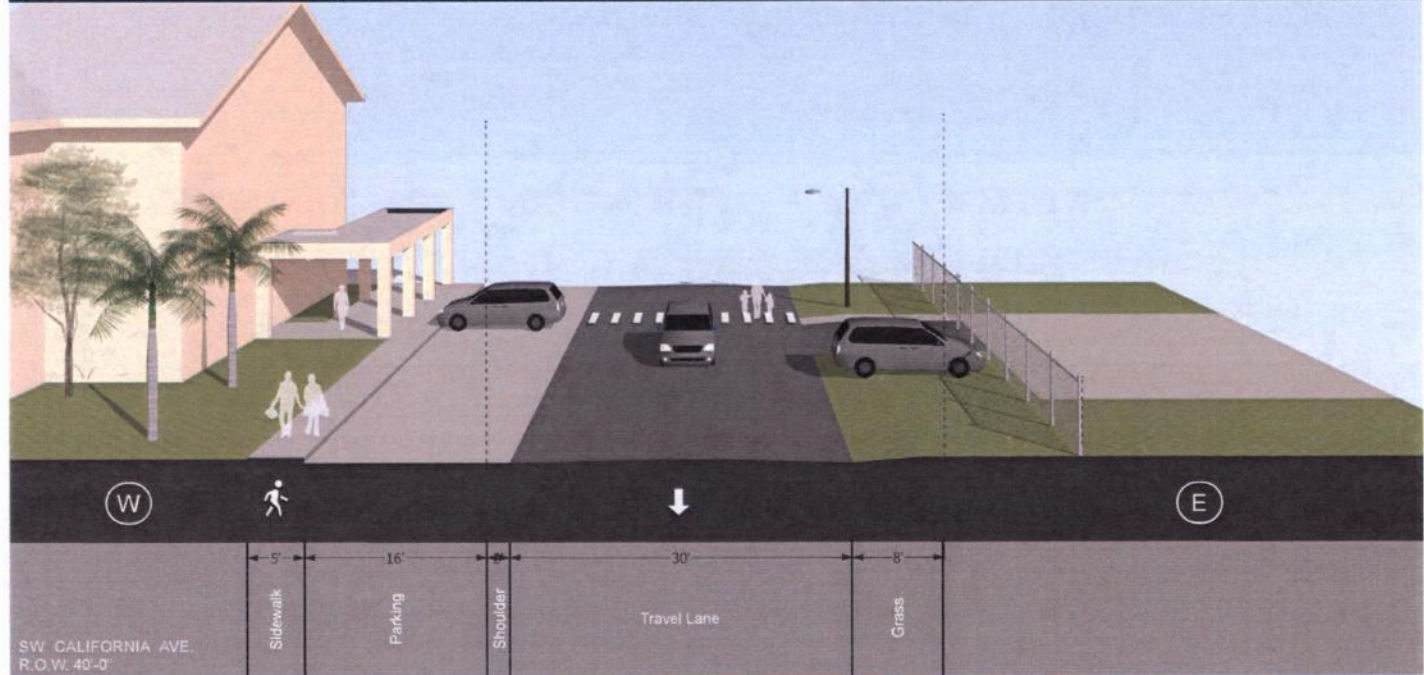


MOBILITY & CONNECTIVITY

SW CALIFORNIA AVENUE (SECTION 5A)

SW California Avenue bisects two properties owned by First Baptist Church of Stuart. To the west is the primary building and to the east is a grass playground area with a small storage building and chain-link and masonry fencing around the lot. The primary building has a sidewalk while the grass field does not. The road is the typical 40' right-of-way for the area with a posted speed of 25-mph. No gutters or stormwater management are included in this block of SW California Avenue. It is unique because the section is a one-way street and includes head-in parking on the church-owned property. The one-way road may have been a desirable configuration for the school pickup and drop-off for parent vehicle stacking, but it results in a 30' one-way travel lane.

EXISTING CONDITIONS OF SW CALIFORNIA AVENUE



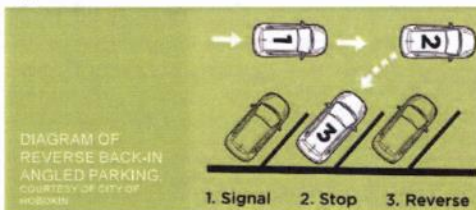
MOBILITY & CONNECTIVITY

SW CALIFORNIA AVENUE (SECTION 5A)

The illustrated improvements to the right reduce the travel lane to 10'-6" and return the road to two-way traffic. A valley gutter is added along with on-street parallel parking. Because the existing street does not include a curb, and there is possible continued unified ownership across the street, the illustration shows a curbless design. Locally, Clematis Street and Rosemary Square in West Palm Beach have completed streetscapes with curbless design. They can be very attractive, adaptable, and accessible streetscape approaches. In the rendering to the right, the east parcels have been redeveloped with a courtyard building, which allows for a mix of possible users. The west parcels show the existing building to remain, but with added pedestrian scale lighting adjacent to the sidewalk. The existing parking remains but with a pervious material and valley gutter added. Many communities across the US have adopted reverse angle back-in parking as opposed to other means of on-street parking including recent streetscape improvement to Bridge Road in Hobe Sound. The quote below from Pedestrian and Bicycle Information Center explains:

"Back-in angle parking provides motorists with a better vision of bicyclists, pedestrians, cars, and trucks as they exit a parking space and enter moving traffic. Back-in-angle parking also eliminates the risk that is present in parallel parking situations, of a motorist may open the car door into the path of a bicyclist. Back-in angle parking also removes the difficulty that drivers, particularly older drivers, have when backing into moving traffic."

Reverse back-in angled parking is an alternative the City could investigate along with the existing on-street parking along SW California Avenue and SW Ocean Boulevard adjacent to the primary structure of the First Baptist Church of Stuart.



RECOMMENDED IMPROVEMENTS OF SW CALIFORNIA AVENUE



LIGHT POLLUTION

Light pollution is created by the widespread use of artificial light and has led to the brightening of the night sky over inhabited areas affecting wildlife, human health, and astronomy. Lighting is critical to an active downtown and promoting safe streets. Therefore to mitigate contributions to light pollution, the City should investigate dark sky-approved products or dark sky-friendly lighting when specifying street lighting. Dark sky-friendly products direct light where needed and reduce the amount of light that can contribute to skyglow. Generally, these light fixtures direct light down and are fully shielded. They can also be a warmer light temperature of about 3000-Kelvin as opposed to a blue light which ranges around 5000-Kelvin.



ARTIST ALLEY PROJECT: HISTORIC CHURCH, AT&T UTILITIES BUILDING & IMPROVED ALLEY

Centrally located in the district is an existing AT&T utility site. Because of the nature of the equipment inside the building, it is anticipated to remain over time. On the east side of the building a mural was completed by Lynne Barletta of Visionary School of Arts. The mural is part of a fundraising effort for the Catch the Wave of Hope nonprofit to support victims of human trafficking. Because of the important presence of the building as a backdrop to SW St. Lucie Avenue, the image below shows expanding the mural's color and theme to be consistent with the northside.

On the northside along SW Joan Jefferson Way are two access points for the building and several head-in parking spaces. The parking spaces are intended to be used by AT&T but are not fully utilized. We illustrate how the parking could be replaced with an expanded sidewalk with shade trees appropriate for this major gateway into the downtown. The expanded sidewalk could compliment the historic structure recently relocated to the west where a small food stand and scooter rentals are proposed.

To the west of the AT&T building is an unimproved alley. The alley abuts the recently relocated historic structure mentioned above as well as a historic church to the south. The church, which was the first church in the City,

is in the process of rehabilitation to be used as a small scale event and arts and cultural space. The alley is well situated to compliment both historic structures and their uses. Murals and art should continue around the AT&T building and through the improved alley with lighting as an exterior art gallery allowing the movement of people from both areas of entertainment. Critical to the success of a concept is an inviting, interesting and well lit environment. A vision of the concept is illustrated to the right as well as other examples.

Figure 28 Image to the right of recommended improvements from SW Joan Jefferson Way looking south.

Figure 29 Image shows the importance of coordinating the mural themes on the east and north sides of the AT&T building since they are seen simultaneously from SW St. Lucie Avenue. The image below shows the motif expanded onto the north face.

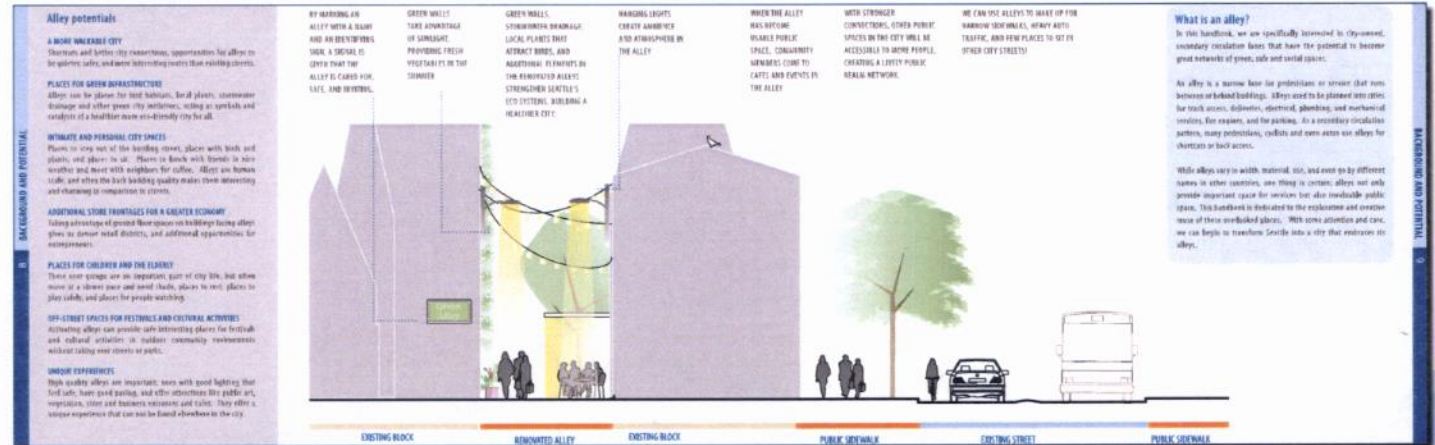
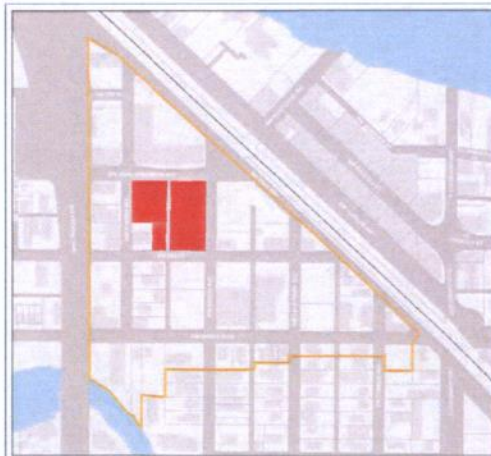


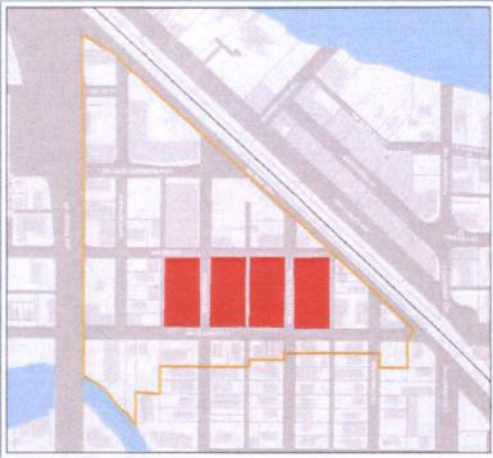
Figure 27 [Seattle Integrated Alley Handbook](#) includes recommendations and illustrations of the potential for alleys.

REDEVELOPMENT OPPORTUNITY

FIRST BAPTIST CHURCH OF STUART & AT&T PARKING LOT

The redevelopment concept illustrated to the right includes the First Baptist Church of Stuart and the AT&T surface parking lot with 25 parking spaces. The Church and its associated school have expressed concern that they have outgrown their current site and the AT&T surface lot is typically used to park only six vehicles, making both possible candidates for redevelopment in the future. Redevelopment could occur over time by phasing new construction on empty lots ahead of replacing existing buildings. Each project is illustrated with rear access surface parking or garage parking to meet residential parking needs. As a whole, the conceptual project would result in approximately 30 dwelling units per acre (DUA). The residential parking assumes 2 spaces for 2 bedrooms or more and 1 parking space for one-bedroom or studio units, which is a reduction from the existing code.

LEGEND	EST. DATA	
A Akron Row	10 dua	3000-sf
Akron Garage Apartments	10 dua	500-sf
B Ocean Apartments	50 dua	800-1000-sf
C California Townhomes	3 dua	2,500-sf
D California Courts	20 dua	600-800-sf



A. AKRON ROW

These ten large townhouses (3,000-sf) face SW Akron Avenue and fully utilize the alley to keep parking to the rear and allow ten garage apartments (500-sf). The units have private yards between the garage and the primary unit.

B. OCEAN APARTMENTS

Ocean Apartments is illustrated as a 3-story apartment building with 63,200-sf with units varying in size. The apartment building has retail/restaurants on the ground floor. The L-shape configuration breaks the block and allows parking in the rear for both the apartment and the California Townhouses. A large tree lined public space is included along the length of SW Akron Avenue which is imagined as a primary street in the district.

C. CALIFORNIA TOWNHOMES

The townhomes on SW California Avenue frame the street and shield parking in the rear. These smaller townhomes are approximately 2,500-sf and would be parked in the rear.

D. CALIFORNIA COURTS

The California Courts are illustrated as 2-story courtyard buildings with commercial on the ground level and ten units above parked in the rear along the alley. Courtyard buildings are adaptable to many uses including offices, restaurants, retail, hotel, and residential. The courtyard provides a community amenity, which benefits both the users of the building and the street.

IMPLEMENTATION

RECOMMENDATIONS & IMPLEMENTATION

The success of any master plan depends upon its ability to be implemented economically and politically within a given time frame. To that end, the recommendations throughout this report have been developed as independent but interrelated projects. Some projects, such as regulatory revisions and streetscape infrastructure, are within the City's control to pursue implementation, with funding being the primary challenge. Some public infrastructure projects will require the coordination of multiple agencies.

Other recommendations are redevelopment techniques that are illustrated on private property – which are subject to each private property owner's time frame and financial situation. The designs shown for redevelopment on these parcels are not the only configurations that could create the desired environment; rather they demonstrate a set of urban design principles to follow. In order to realize these projects, the principles of urban design described and illustrated throughout the report have to be embedded culturally within the City, required by its codes, and encouraged through its programs. The combination of public and private efforts is required for realizing the vision of the Triangle District Master Plan.

ADOPTING THE TRIANGLE DISTRICT MASTER PLAN

- Adopting the Plan does not obligate the City of Stuart to implement any or all of the proposed improvements;
- Adopting the Plan communicates to the residential, business, and development communities that the City is committed to improving the conditions in the Triangle District;
- Adopting the Plan will provide a vision for desired future redevelopment within the area, especially the identified catalytic sites; and
- Adopting the Plan memorializes the process and authorizes staff to pursue desired areas of implementation.

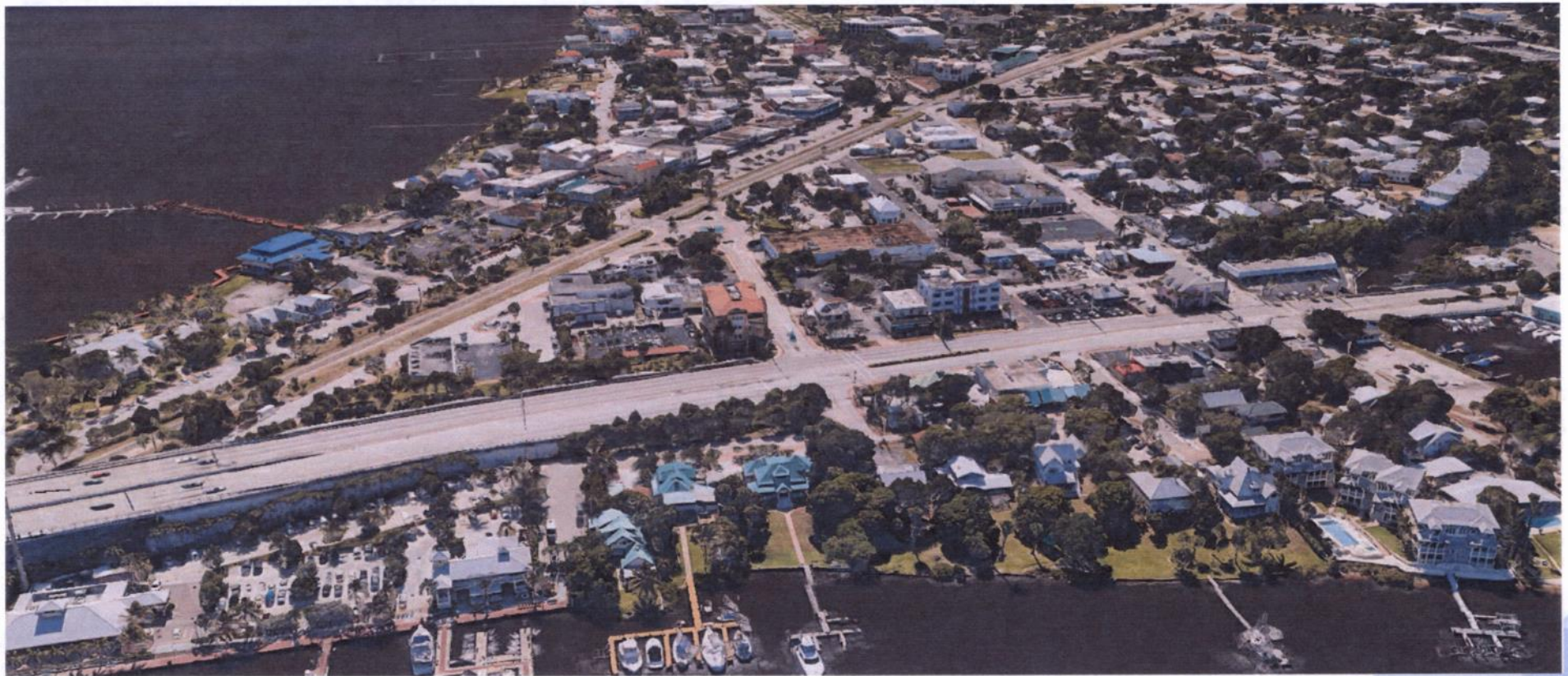


Figure 30 Birds-eye view of the City of Stuart with focus on Triangle District.

IMPLEMENTATION

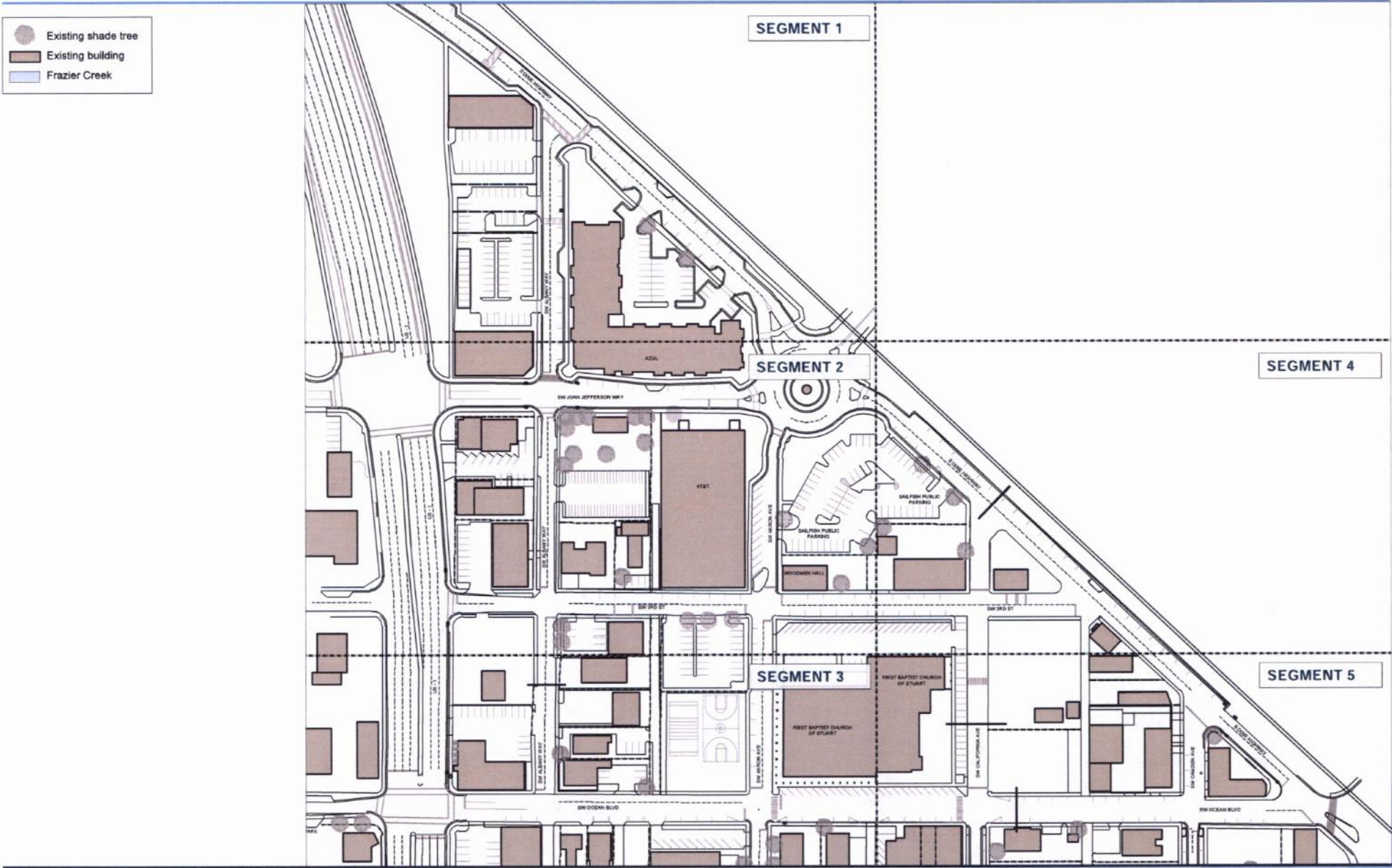
ACTION	TASK/PROJECT	NEAR TERM	MID-TERM	LONG TERM
		6 months - 12 months	6 months - 2 years	2 years or more
Adopt the Master Plan	Adopting the Plan memorializes the process and authorizes staff to pursue desired areas of implementation.			
Study Area Identity	Designate a name for the area by resolution.	•		
Historic Assets	Conduct survey of historic structures by Historic Preservationist. Coordinate with Stuart Main Street grant award.	•		
	Protect historic assets. Determine if a historic district is merited and desired. Historic districts provide the strongest protection for historic structures. If so, create historic district ordinance to implement policies and recommendations from grant award.		•	
District Wide Parking Approach	Evaluate code with particular focus on on-site parking requirements.	•		
	Develop shared commercial surface lot parking program administered by the CRA.		•	
	Evaluate existing Payment In Lieu Of Parking (PILOP) Program.		•	•
	Implement parking recommendations from <i>Future Parking Needs Analysis</i> Study where relevant to the Triangle District.		•	•
Artist Alley Project	Host stakeholder meeting with property owners including AT&T, business owners and CRA to identify goals, challenges and opportunities.	•		
	Request for proposals for mural on remaining three sides of the AT&T utility building.		•	
	Design alley and sidewalk improvements adjacent to the AT&T building.		•	
	Begin construction of Artist Alley.			•
Vision Zero	Commit to safety on roadways. Coordinate with Martin MPO to achieve and implement Vision Zero goals and objectives.	•	• <i>Formally adopt a Vision Zero commitment</i>	• <i>Maintain Vision Zero commitment.</i>
City Streets Projects • SW Ocean Blvd • SW Joan Jefferson Way • SW Akron Ave • SW Albany Ave • SW California Ave • SW 3rd Street	Invest in context sensitive Complete Streets designs for City Streets. Seek grant funding opportunities for design and construction including those for Complete Streets projects and stormwater improvements.	•	•	
	Design and engineer roadway projects.			
		•	•	
	Coordinate with FPL, Comcast & At&t to include under-grounding of utilities as part of, or prior to, any streetscape improvements.		•	
	Begin construction.			•

IMPLEMENTATION

ACTION	TASK/PROJECT	NEAR TERM	MID-TERM	LONG TERM
		6 months - 12 months	6 months - 2 years	2 years or more
Federal Highway Projects	Coordinate with FDOT on Resurfacing, Restoration, and Rehabilitation (RRR) Project. Address corridor safety during the design of RRR projects. - Address terminus of "bike network at SW Joan Jefferson Way" on page 34. - Plan for Traffic Separators (tubular markers) at existing crosswalks. - Remove stamped concrete sidewalk and replace with smooth concrete where feasible. - Partner with FDOT for locations of high visibility crosswalks, stamped asphalt and/or pedestrian lighting.	•	• <i>Construction is anticipated to start in summer 2023.</i>	
	Create Infill Tree Planting Program. Promote a more pleasant experience on Federal Highway by providing more shade trees. Survey appropriate locations and approach those owners willing to participate in the program. The CRA would incur the cost of the tree and the planting, and the owner would agree to water and maintain the tree.	• <i>Add program to CRA Plan. Conduct survey.</i>	•	
	Prioritize roadway projects. Evaluate FDOT's US-1 Multimodal Corridor Study Project Recommendations. Identify completed projects and priority projects for the future.		•	•
	Prioritize traffic calming at intersections. In coordination with Martin MPO, FDOT and the County, conduct a comprehensive study that evaluates design solutions to intersections at SW Ocean Boulevard and SW Joan Jefferson Way where layered traffic calming is achieved. The study should consider horizontal deflection, curb extensions, and median islands to create a Transition Zone for vehicles entering a new context (FDOT Design Standard 202.4 Transition Zones). Host project kick-off workshop with stakeholders to discuss goals and objectives. Include coordination with District IV Complete Streets Coordinator.		•	•
	Frazier Creek Bridge Projects Seek funding, advance planning efforts, and implement in coordination with Martin MPO, FDOT, and the County for a replacement or improvement of Frazier Creek Bridge where sidewalk is increased to a shared-use path with pedestrian lighting. Identify potential funding sources. Advocate projects included in future LRTP.		•	•
Frazier Creek Bridge Projects	Conduct planning for a shared-use path and shade tree planting strip between Frazier Creek Bridge and SW Ocean Boulevard. - Evaluate re-purposing of City-owned leased land at SW Ocean Blvd for new City pavilion and improved sidewalk conditions. - Conduct stakeholder meeting with property owners and businesses from the east side of US-1/Federal Highway and CRA to identify goals, challenges and opportunities.	•		
	Plan and engineer sidewalk and pavilion (or public space) improvements.		•	
	Begin construction.			•
Sailfish Circle Project	In coordination Martin MPO, FDOT and the County, pursue recommendations from the <i>Concept Development Report for SR 5/US-1 at SW Joan Jefferson Way Planning Study</i> from Concepts 1 and 2 including the reduced lane circle dimensions to create greater deflection for vehicles in the roundabout.		•	
	Advocate projects be included in future LRTP.			•
FEC Railway	Continue coordination with Brightline for impact of double tracking, bridge replacement, and Treasure Coast station locations.	•	•	•

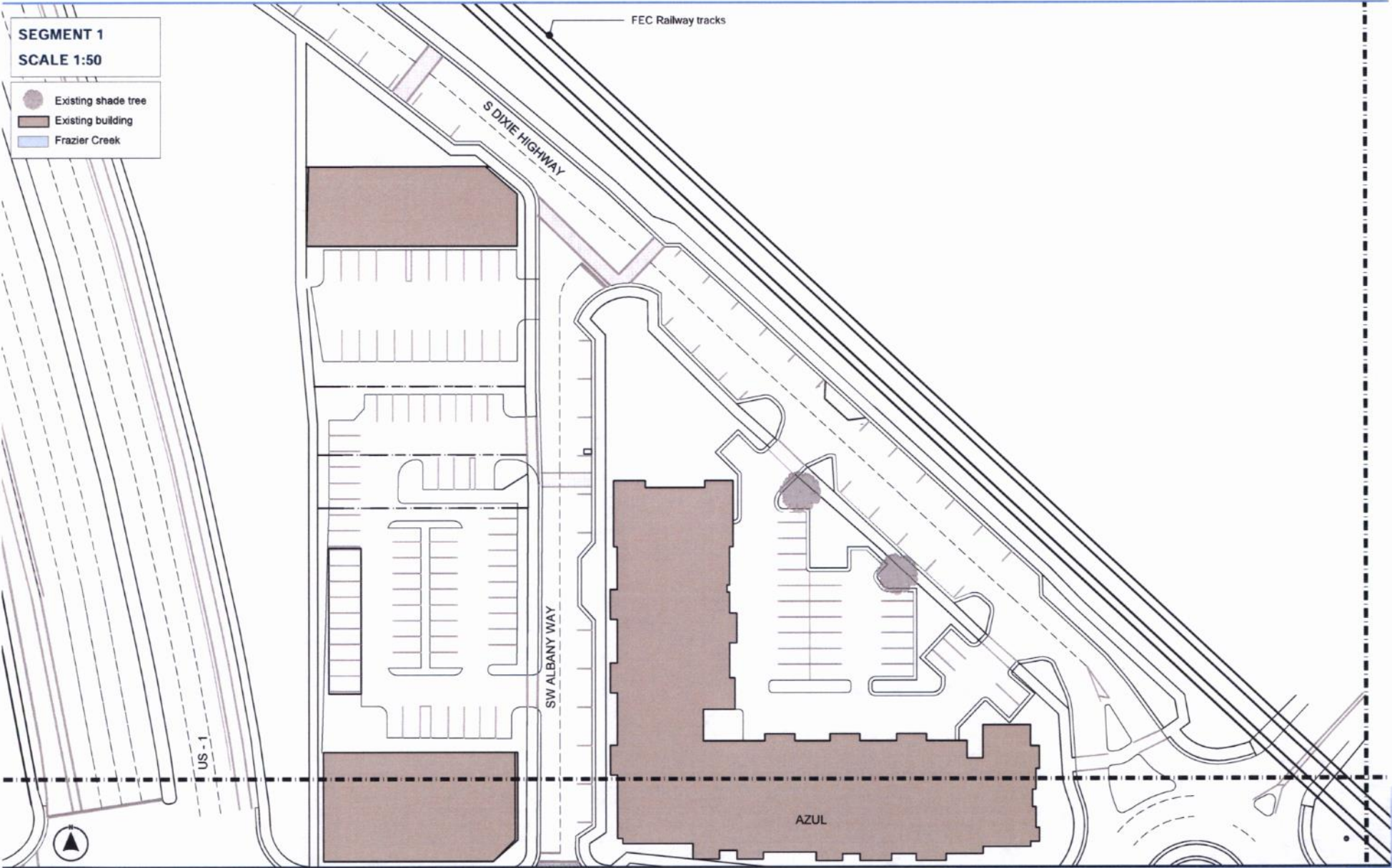
APPENIX A:
EXISTING CONDITIONS PLAN

APPENDIX A: EXISTING CONDITIONS PLANS



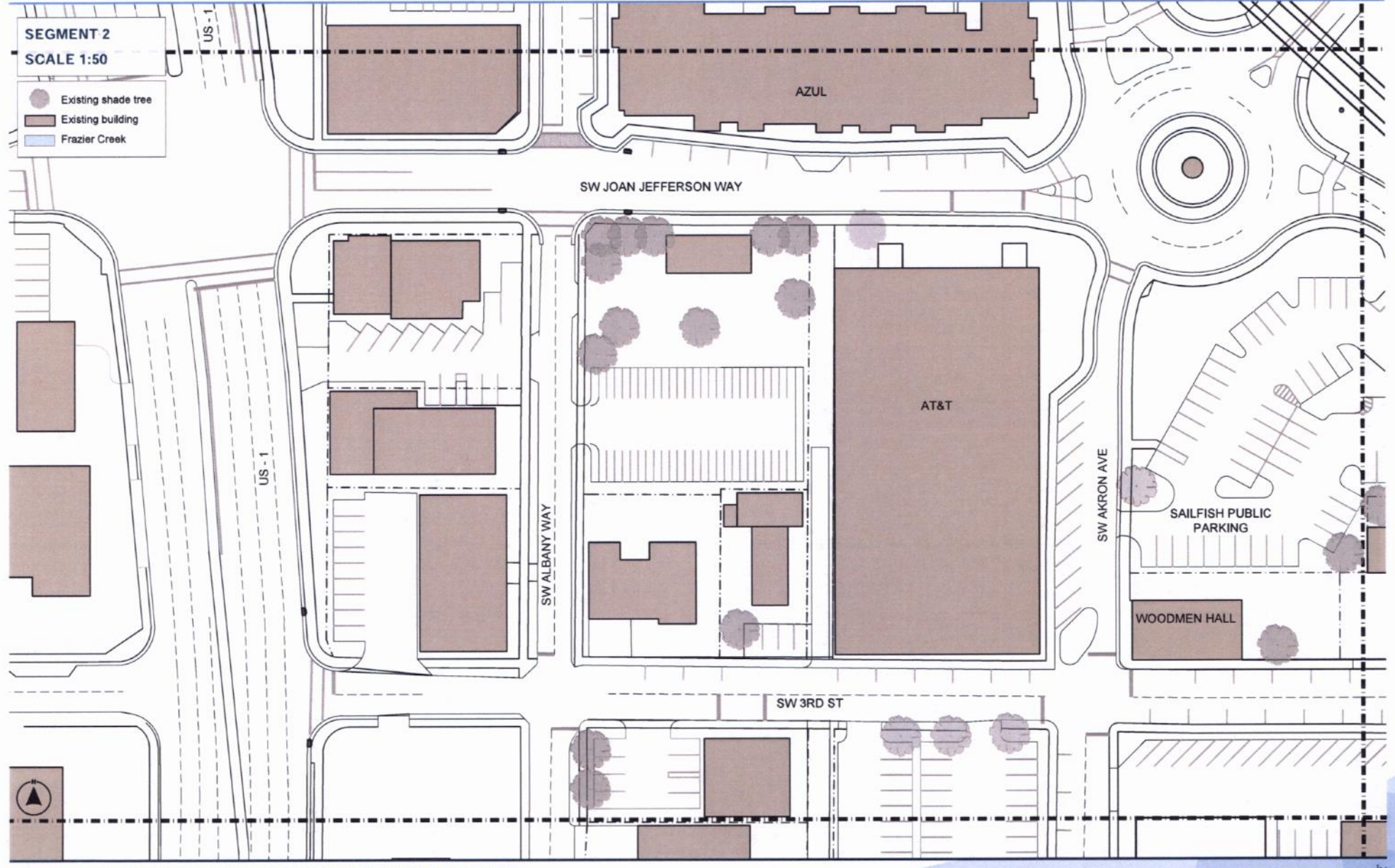
CITY OF STUART: MASTER PLAN OF GATEWAY TRIANGLE DISTRICT

APPENDIX A: EXISTING CONDITIONS PLANS

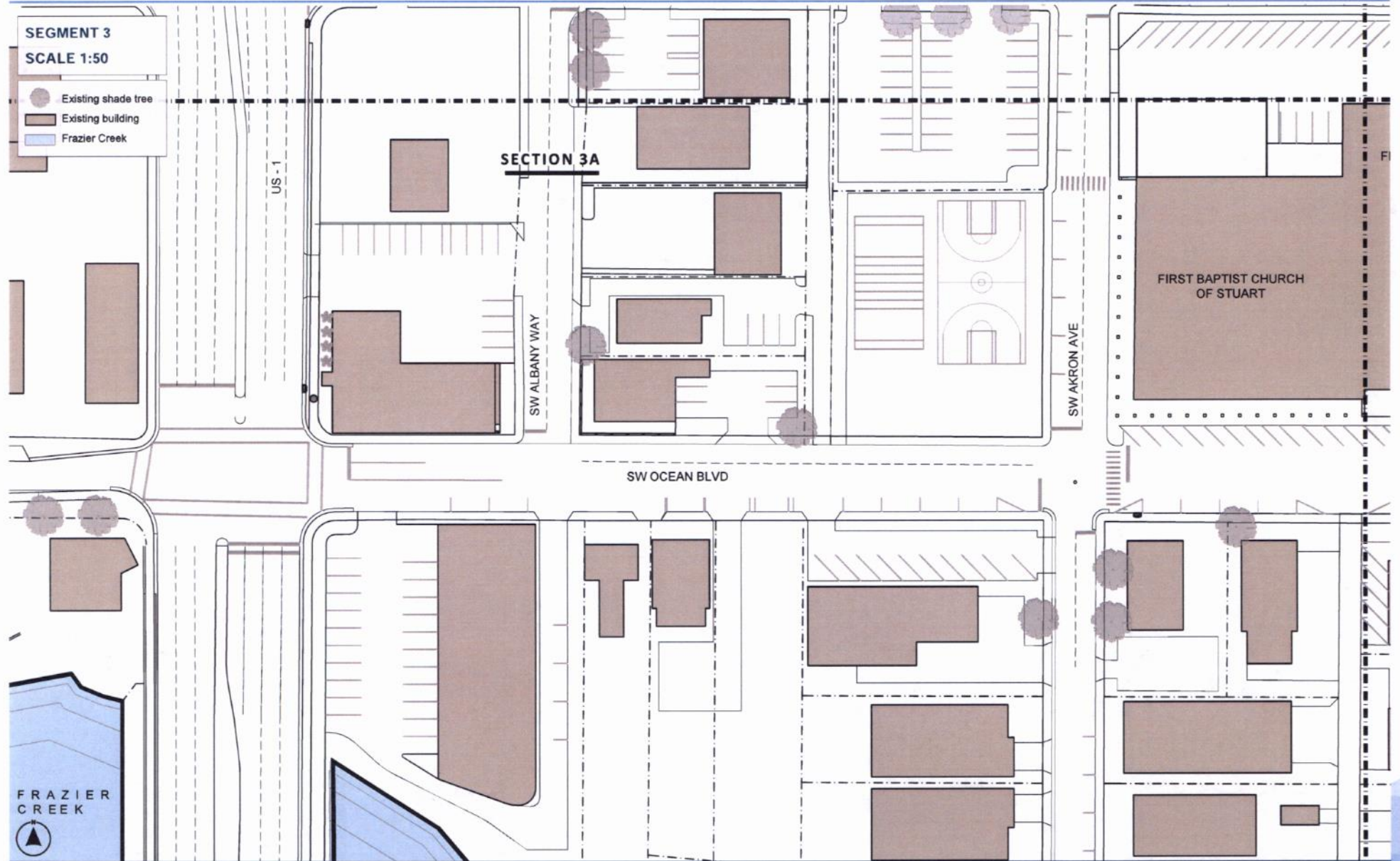


CITY OF STUART: MASTER PLAN OF GATEWAY TRIANGLE DISTRICT

APPENDIX A: EXISTING CONDITIONS PLANS

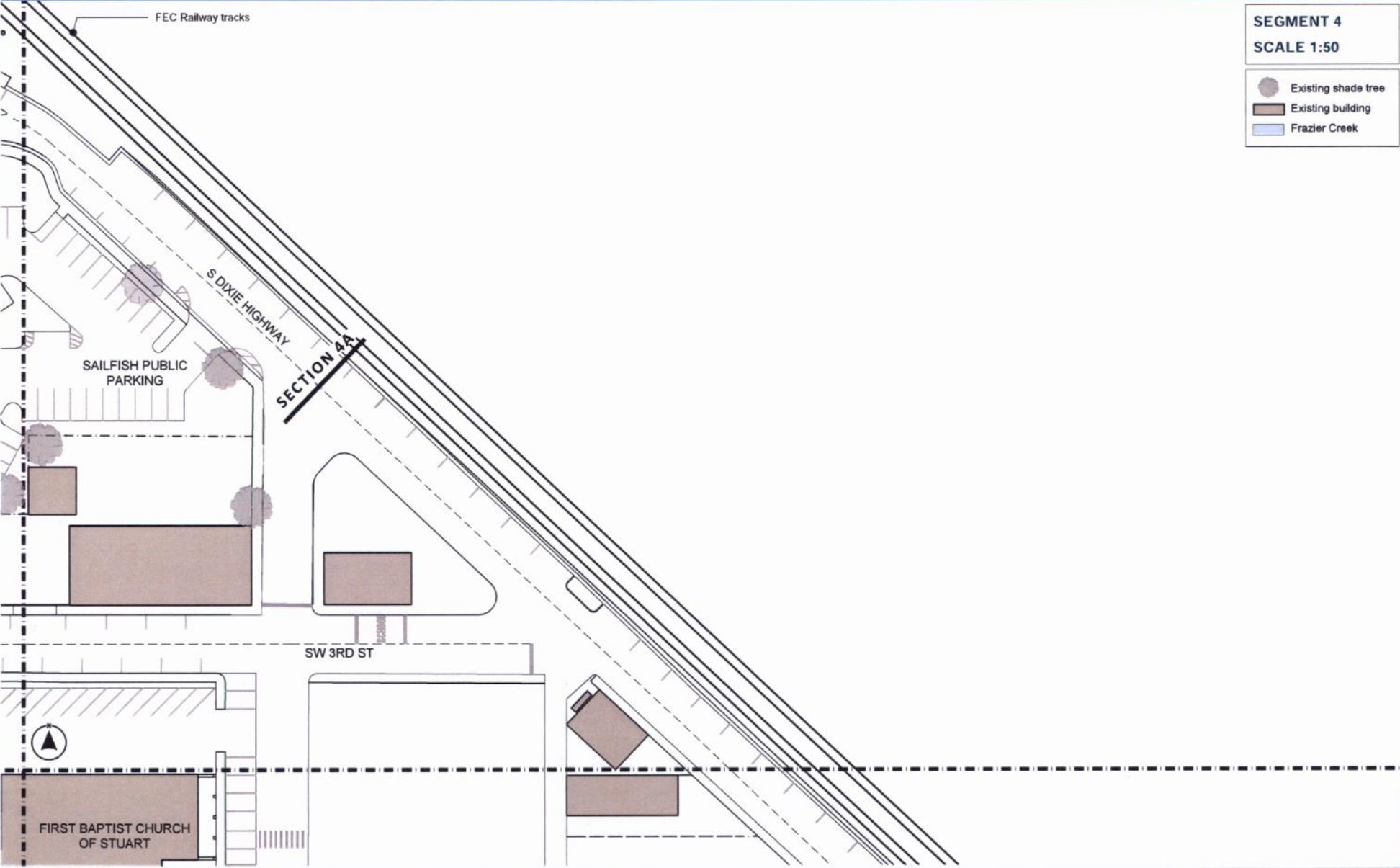


APPENDIX A: EXISTING CONDITIONS PLANS



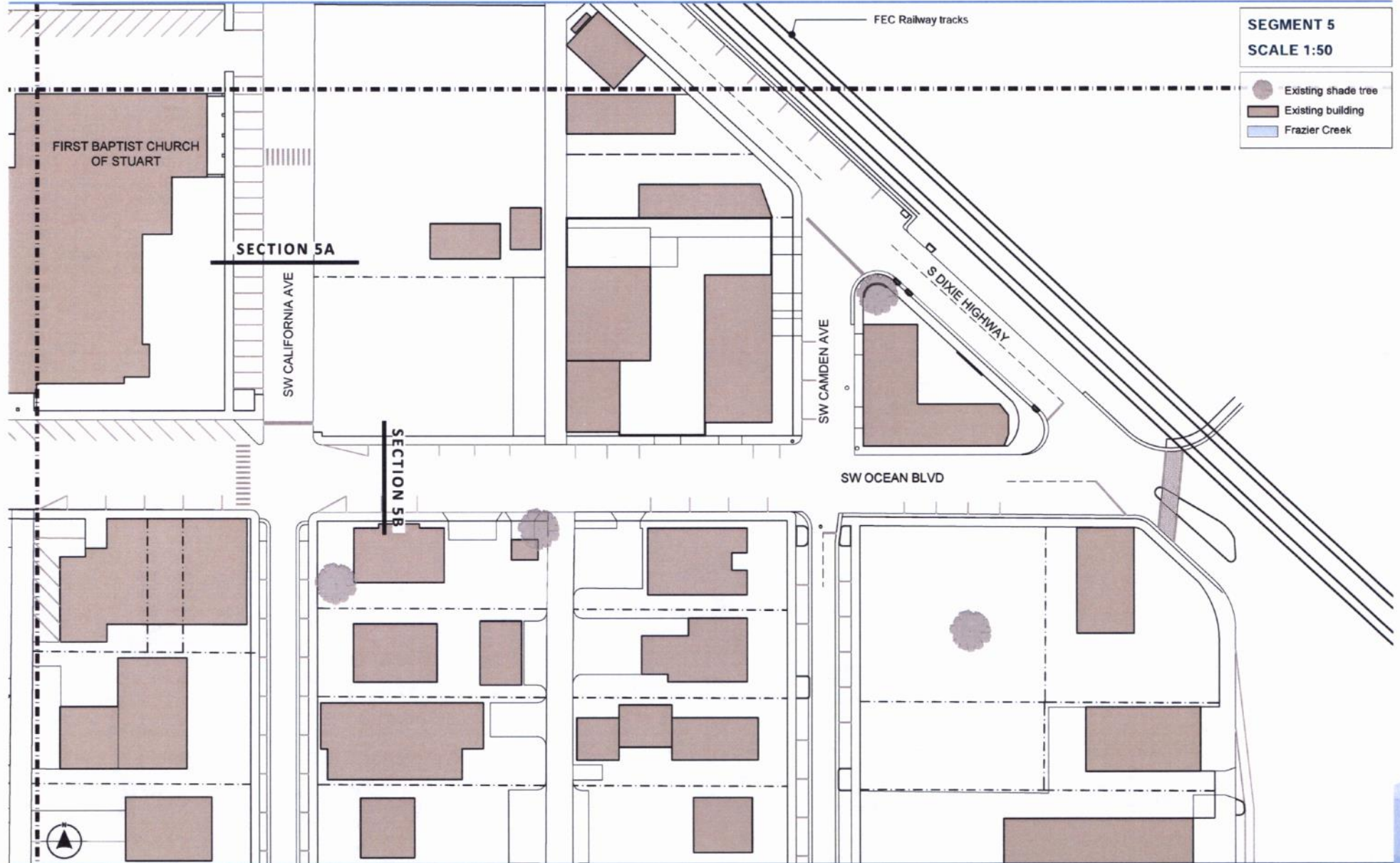
CITY OF STUART: MASTER PLAN OF GATEWAY TRIANGLE DISTRICT

APPENDIX A: EXISTING CONDITIONS PLANS



CITY OF STUART: MASTER PLAN OF GATEWAY TRIANGLE DISTRICT

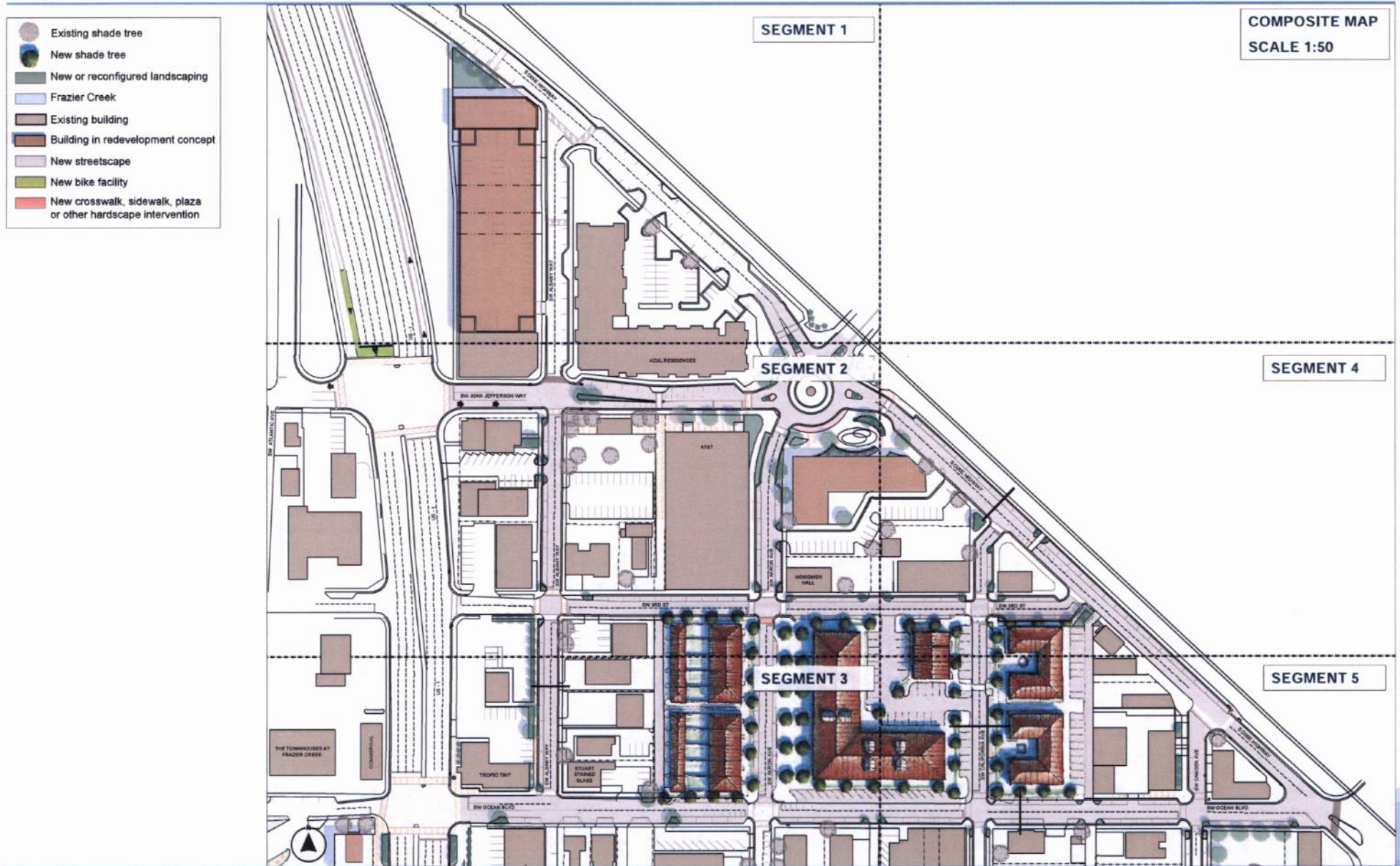
APPENDIX A: EXISTING CONDITIONS PLANS



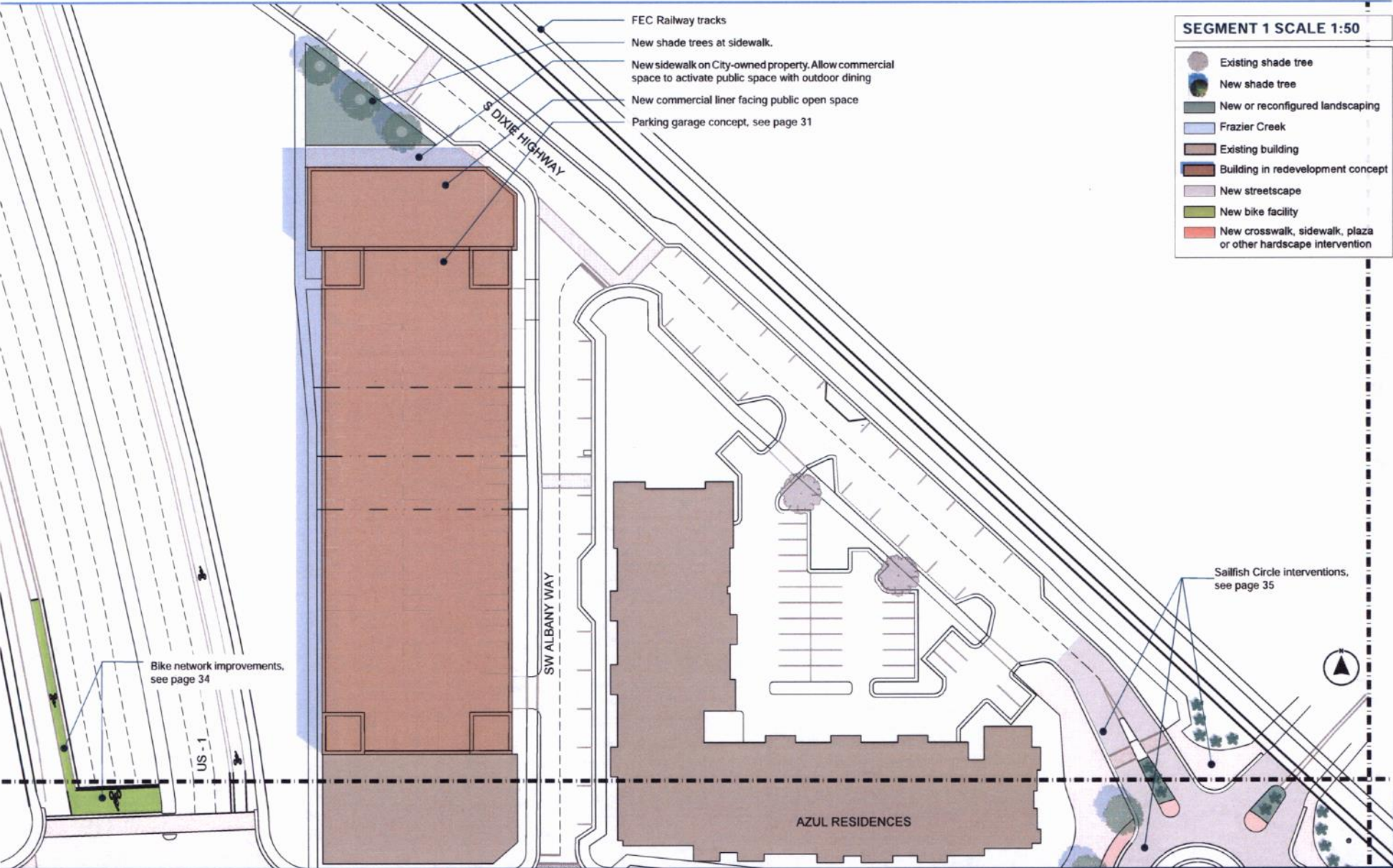
CITY OF STUART: MASTER PLAN OF GATEWAY TRIANGLE DISTRICT

APPENDIX B:
DETAILED MASTER PLAN

APPENDIX B: DETAILED MASTER PLAN

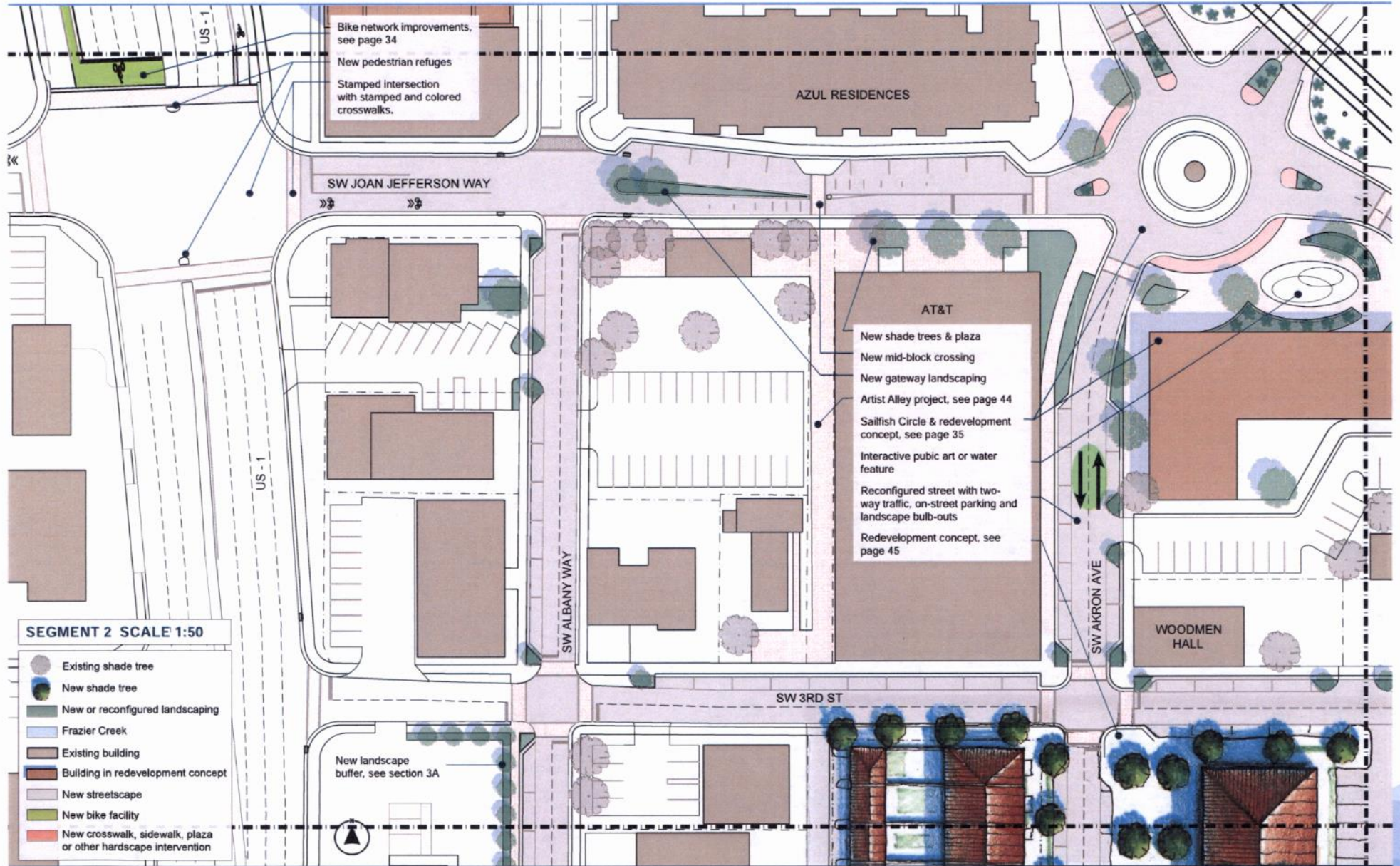


APPENDIX B: DETAILED MASTER PLAN



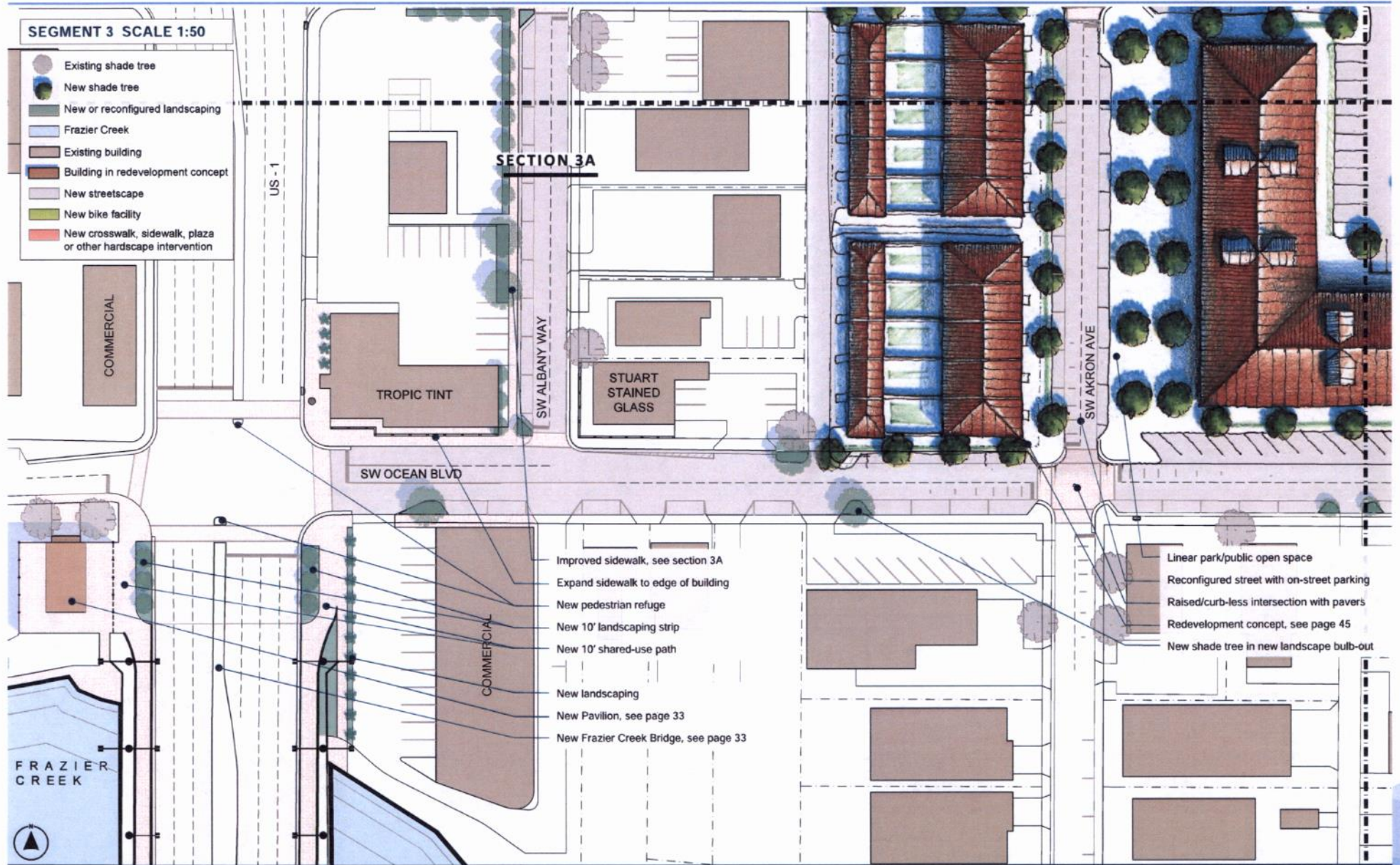
CITY OF STUART: MASTER PLAN OF GATEWAY TRIANGLE DISTRICT

APPENDIX B: DETAILED MASTER PLAN



CITY OF STUART: MASTER PLAN OF GATEWAY TRIANGLE DISTRICT

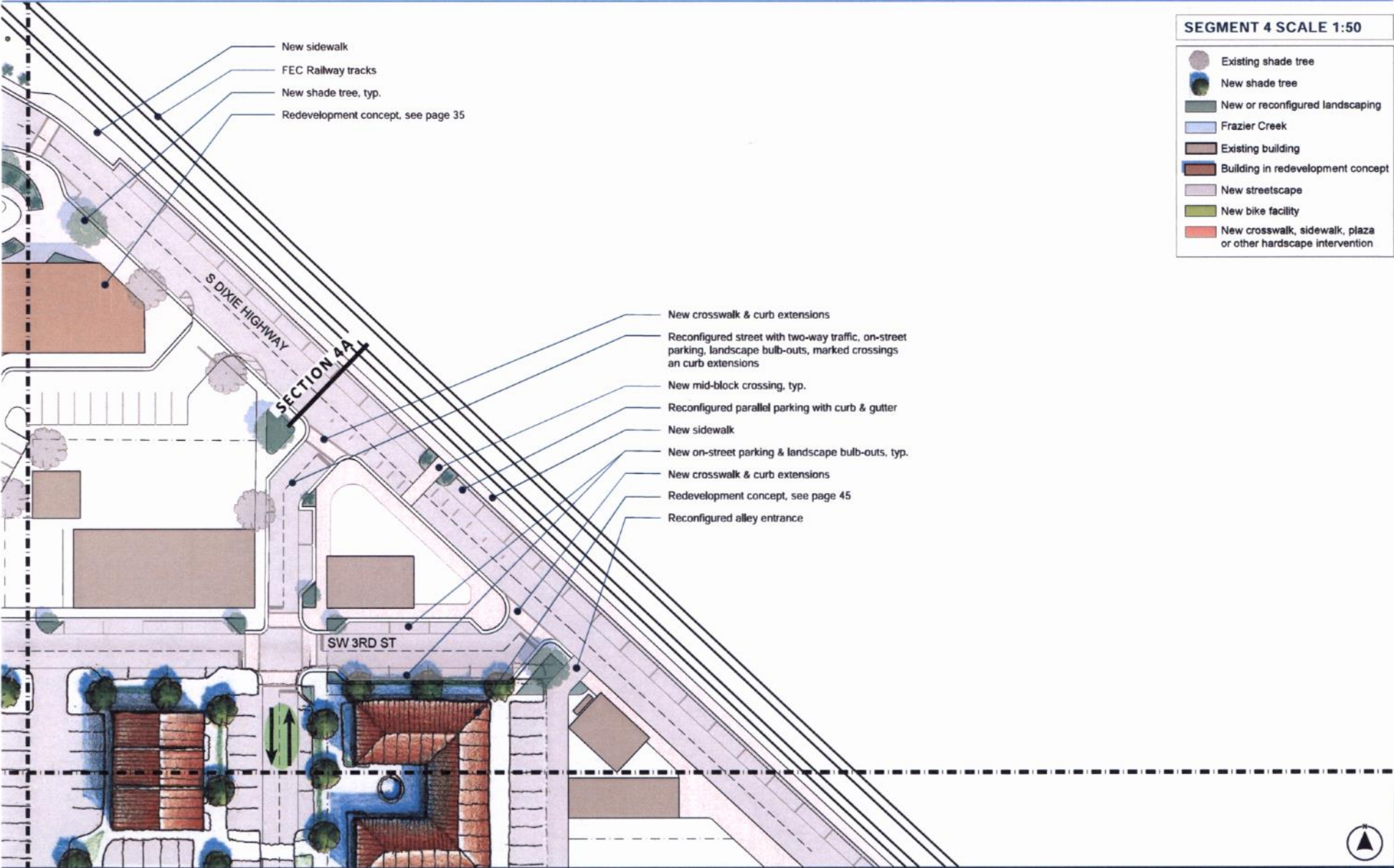
APPENDIX B: DETAILED MASTER PLAN



CITY OF STUART: MASTER PLAN OF GATEWAY TRIANGLE DISTRICT

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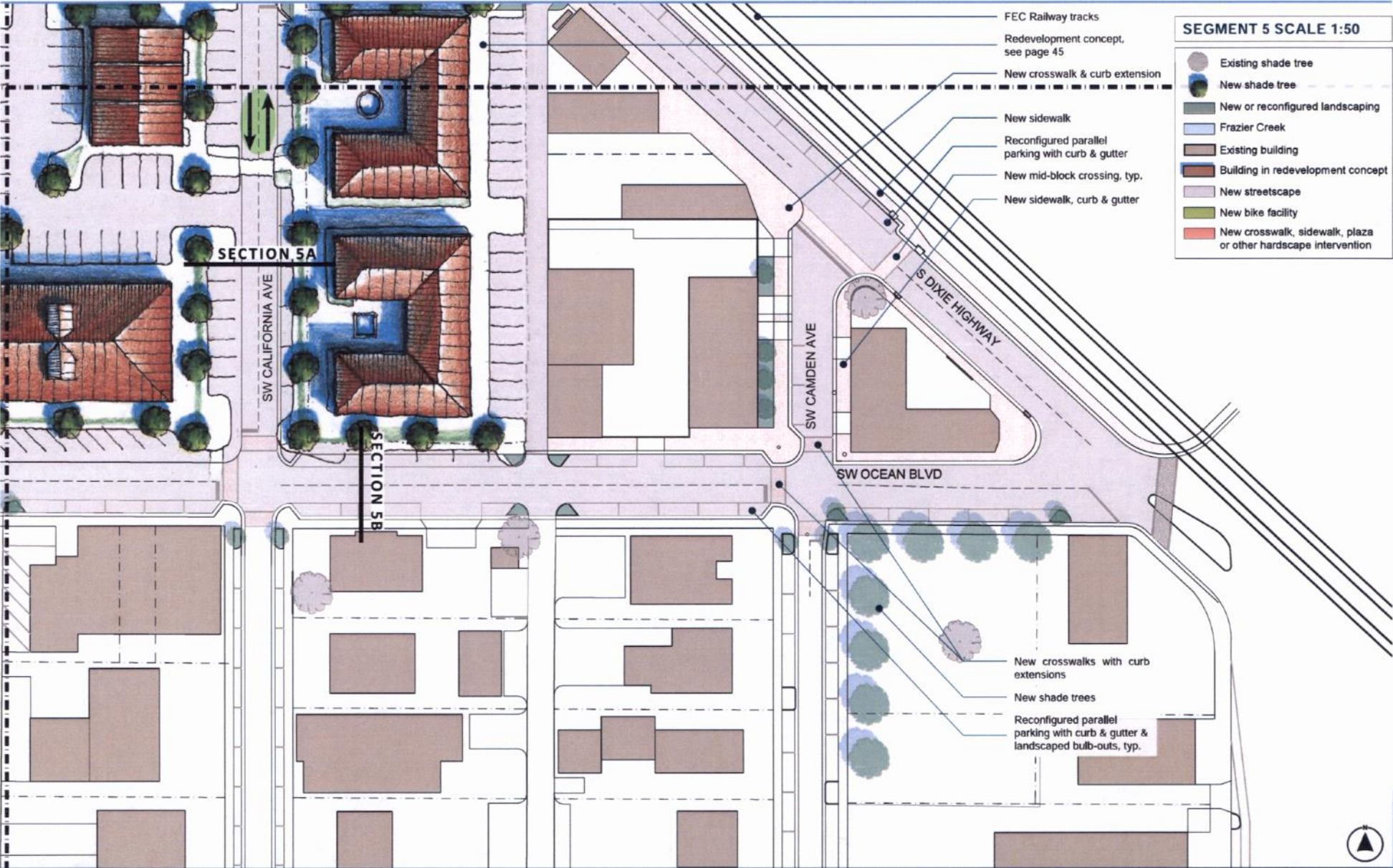
APPENDIX B: DETAILED MASTER PLAN



CITY OF STUART: MASTER PLAN OF GATEWAY TRIANGLE DISTRICT



APPENDIX B: DETAILED MASTER PLAN



CITY OF STUART: MASTER PLAN OF GATEWAY TRIANGLE DISTRICT



xiv

FUTURE PARKING NEEDS ANALYSIS EXCERPT



STRATEGIC RECOMMENDATIONS

FUTURE PARKING NEEDS ANALYSIS – CITY OF STUART, FL

SEPTEMBER 2018

Expand into the study area as roads are improved.

Implementation (Term)	Recommendation	Intent	Justification	Cost
Immediate 12 months	Redesign Downtown Stuart Tram Routes	Redesign the Downtown Stuart Tram service to discourage the use of the Tram for on-demand service requests, as well as restrict times for the use of historic downtown sightseeing tours. The Tram should have a fixed route schedule to provide last mile connections from remote parking within the study area.	Development of an east/west route and a north/south route using designated areas at Haney Circle for pick up and drop off as well as route transfers. Add Tram shelters as necessary to enhance ridership experience from remote locations.	Costs associated with an evaluation of operational hours and number of cars required to provide fixed route services during peak hours of operation. Use of the existing Haney Circle tram stop will continue to provide an ideal micro-transit hub for passenger pick up and drop offs. Additional shelters \$1,200 each. (8 shelters = \$9,600)
Immediate 12 months	Curbside Management	Repurpose a few of the parallel parking spaces in the downtown core for passenger pick up and passenger drop off spaces. Ideally, spaces located at SW St. Lucie Avenue and SE Osceola (east of Haney Circle) would provide convenient access for ride-hailing services such as Uber and Lyft to pick up and drop off passengers.	Creating greater access to curbside access will greatly improve the downtown visitor experience and ultimately enable more visitors to access downtown without more vehicles.	\$1,000-\$2,000 per space for design, marketing and implementation costs.
Immediate 12 months	Curbside Management	City should work with the Downtown Business Association and the Main Street Merchants to identify key on-street spaces where delivery needs could be shared with visitor parking needs. Delivery companies could utilize an on-street space before 11:00am on weekdays and after 11:00am the same space would be converted into a 3-hour visitor space.	Need to manage delivery access hours to local businesses within the core commercial area and eliminate any unnecessary traffic congestion caused by deliveries occurring during peak activity hours.	\$1,000-\$2,000 per space for design, marketing and implementation costs.
Immediate 12 months	Valet Parking Improvements	Enhance valet parking station locations with better advertising and increased visibility. The City should issue a valet parking service RFP that requires one valet operator to utilize dedicated City right of way for valet stations and staging, while requiring the valet operator to secure off-street valet storage locations.	Low-cost solution for City to provide greater access to commercial and retail locations during peak evening activity without building more inventory. Locations should support each end of the historic district.	Little to no cost to the City other than authorized 3 rd party use of public rights of way for valet parking stations and staging. Valet operator charges fee to consumer per valet vehicle parked and negotiates off-street storage areas
Immediate 12 months	Bicycle Parking Initiative	To encourage alternative modes of travel to and from the downtown core, the City should support a bicycle parking initiative to include the placement and upgrade of multiple bicycle storage racks.	Bicycle storage racks should be installed at all Park and Ride lots, key demand locations (such as City Hall and City parks)	Brand the bicycle parking initiative with appropriate signs and social media marketing efforts. Add locations to City website and coordinate locations with Stuart Tram shelters and routes. \$400 to \$800 per location.
Immediate 12 months	Hours of Operation Parking Enforcement	Extend the 3-hour parking hours of operation to 8:00 pm to allow for greater parking turnover and parking availability at core on-street spaces.	Prevents long-term parking access at convenient curbside parking until 5:00pm or after, allowing high volume consumers to frequent this inventory.	Modifying the hours of operation will require increased code enforcement labor costs under the format of adding 1-2 part-time code enforcement employees to cover afternoon and early evening hours.
Immediate 12 months	Shared Parking Commercial Lease	Walker recommends the City revisit several commercial lease agreements previously orchestrated through the Stuart Community Redevelopment Agency and private land owners. The lease agreements should be designed for the use private parking inventory in support of visitor and employee parking needs during peak evenings activity (Thursday through Sunday), as well as weekend special events.	Recommend negotiations with the community business owners and worship centers to use their parking inventory during non-peak activity periods.	\$250-\$1,000 per month lease depending on size, location, time of year, and days of the week.



STRATEGIC RECOMMENDATIONS

FUTURE PARKING NEEDS ANALYSIS – CITY OF STUART, FL

SEPTEMBER 2018

Expand into the study area as roads are improved.

Reevaluate as development occurs in the Triangle District.

This recommendation is illustrated in page 39 and Appendix B.

Expand into the study area as roads are improved.

Implementation (Term)	Recommendation	Intent	Justification	Cost
Mid-Term 2 – 5 Years	Weekend Employee Parking Inventory	The City should partner with the County to create short-term shared-use parking opportunities on the Martin County Courthouse parking lots. The inventory along SE Flagler Avenue remains empty after hours and on weekends.	Providing evening and weekend employees who work in the downtown core a dedicated place to park with a dedicated tram service route to and from Haney Circle.	Parking lot lighting upgrades using FPL policy. Add several well-lit covered shelters \$1,000 - \$5,000.
Mid-Term 2 – 5 Years	Short-Term Parking Inventory	Regulate more on-street parking spaces located on SW Flagler Avenue from SW St. Lucie Avenue to Flagler Place, as well as the 24 parallel spaces located along SW Dixie Highway (between South Colorado Avenue and SW St. Lucie Avenue).	Decrease the amount of on-street parking for employee needs and replace with 3-hour short-term visitor parking inventory.	Cost of sign production and installation \$500 to \$2,000
Mid-Term 2 – 5 Years	Weekday Employee Parking Inventory	Suggest the designation of the Sailfish parking lot and on-street parking spaces outside of the historic district to provide weekday employee parking for City Hall and neighboring businesses. Employees could walk and utilize the fixed Stuart Tram routes with Tram shelters.	This initiative follows the policy of making the most convenient spaces available for visitors of the downtown businesses while identifying and branding parking locations for employees.	Minimal to no cost required for this opportunity.
Mid-Term 2 – 5 Years	Parking Inventory Design	Work with the Florida Department of Transportation to review the design of the right of way area providing the 24 parallel parking spaces along South Dixie Highway (between South Colorado Avenue and SW St. Lucie Avenue).	Suggest reducing the travel lane widths to create an accessible travel route between the parked vehicles and the fenced area eliminating conflict with the railroad tracks.	Use of Federal DOT project funds for redesign and implementation
Mid-Term 2 – 5 Years	Premium Paid Parking Inventory	The idea of implementing a paid on-street parking system in the core downtown areas would merely replace the time-limited spaces with a system that would generate a parking fund balance for the potential use in the development of City-funded parking structure.	Charge an on-street fee to park in the downtown core spaces with the potential for the City to issue a parking revenue bond with the revenues recorded from this annual revenue stream.	\$8K to 10K per solar powered pay station; plus \$5,00 to \$10,000 per location for environment design and setup. No cost justification for pay by phone platform setup. (SW Osceola between SW St Lucie Avenue and S Colorado Avenue)
Mid-Term 2 – 5 Years	Parking Inventory Guidance	Recommends the design and implementation of an advanced parking guidance system along eastbound SW Joan Jefferson Way, SW Ocean Boulevard, and South Colorado Avenue to inform motorists of available parking options (to include valet locations) during peak activity hours.	Use of this vehicle guidance system could be designed to identify parking inventory by corridor and location name as well as include valet parking stations.	\$1K/static sign; \$25K/dynamic local roadway sign; \$500/space single-space count (on-street); \$20K dynamic facility count (surface lot) (438 on-street spaces – Zone 1 Historic = \$219K) (168 on-street spaces – Zone 5 Colorado = \$84k)
Mid-Term 2-5 Years	Golf Cart Parking Inventory	During our parking inventory verification effort, we recognized an opportunity to add “golf cart parking only” spaces using a portion of the SW Seminole Street corridor. Currently this area is used for loading and unloading during the daytime and could easily be designed for resident and golf cart parking only during peak evenings and weekends.	At present, there are no on-street regulations governing this inventory after the designated load and unloading hours. As such, much of the inventory is occupied by commercial property owners and employees.	\$2,500-\$3,000 per area for striping design, marketing and implementation costs. Additional lighting upgrades with FPL policy would need to be added as current lighting exists only at each end of the loading zone area and on the north side of the street.

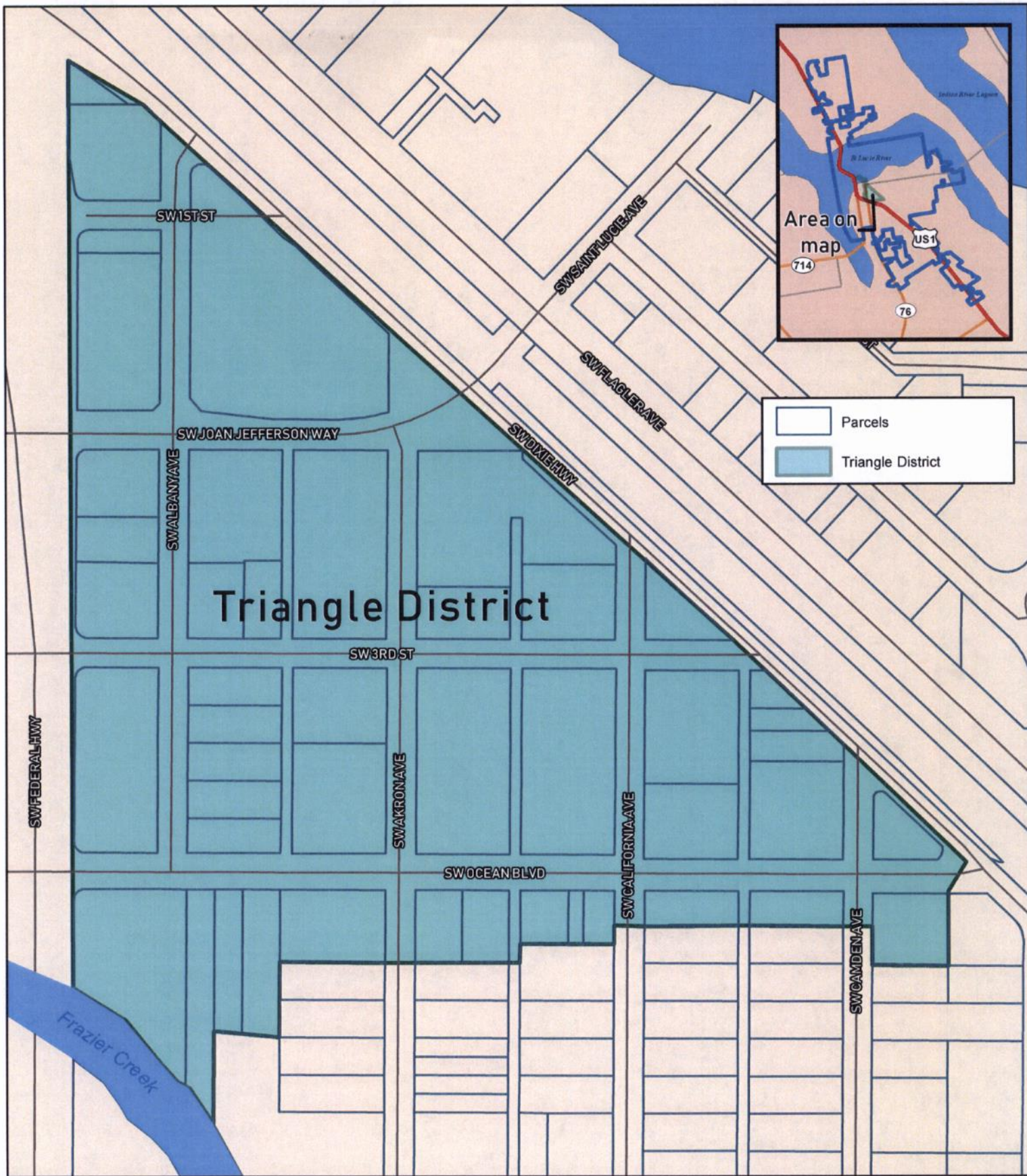


STRATEGIC RECOMMENDATIONS

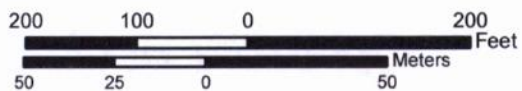
FUTURE PARKING NEEDS ANALYSIS – CITY OF STUART, FL

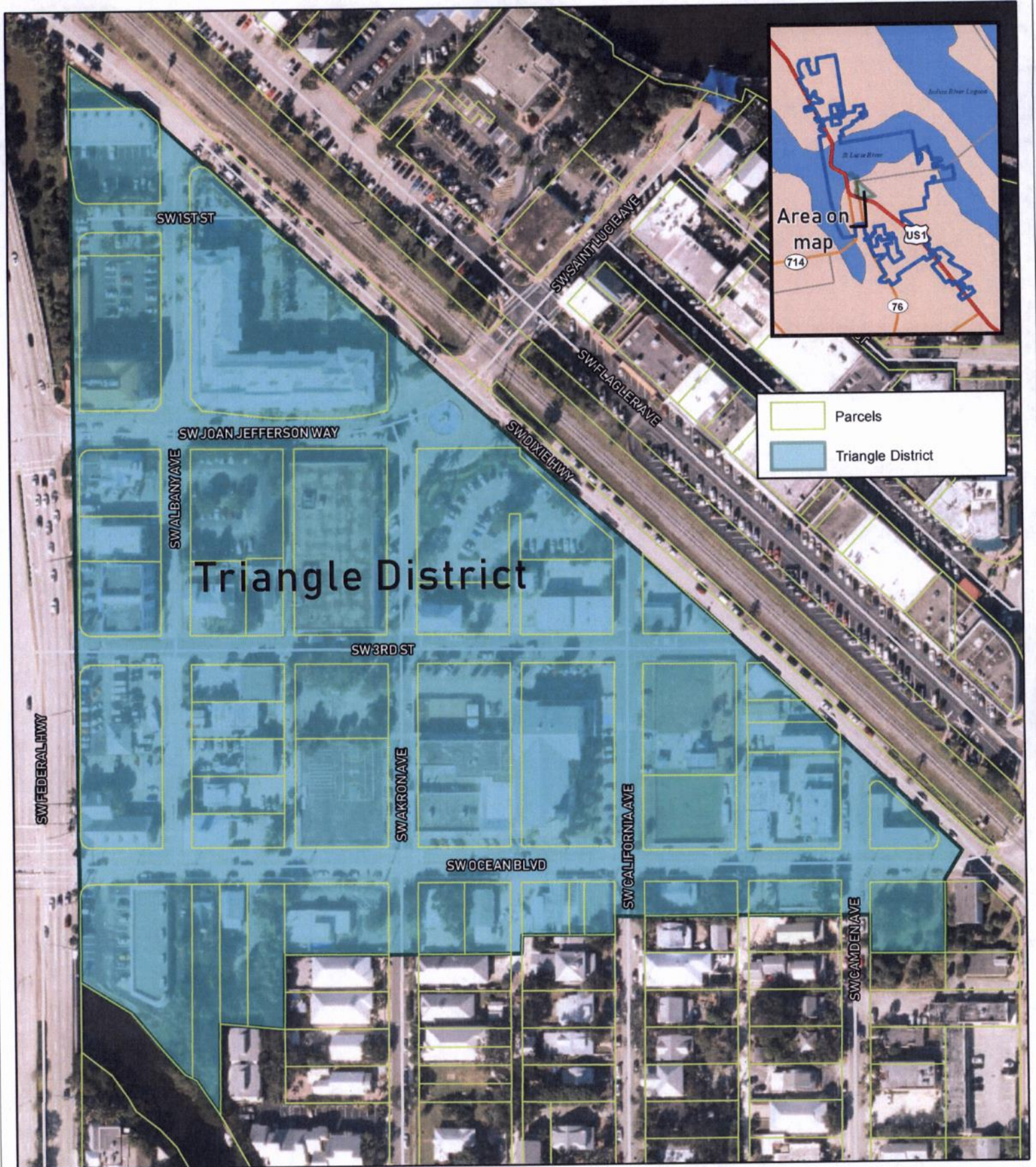
SEPTEMBER 2018

Implementation (Term)	Recommendation	Intent	Justification	Cost
Long-Term 5 Years +	Residential Parking Program	As future development continues to occur along downtown areas like the South Colorado Avenue corridor and the SW Seminole Street, Walker suggests the need to expand the City's residential permit parking program to include residential guest parking options and resident permit parking hours of operation. In scenarios where commercial activity impacts adjacent residential neighborhoods, a comprehensive residential parking program is typically viewed as an acceptable best practice solution.	Walker recommends establishing a residential parking ordinance with a departmental policy that enables City-recognized neighborhood associations to submit a formal request to the City for a review and discussion of program boundaries and hours of operation.	Establishment of residential parking program boundaries will suggest the need for residential parking signs and pavement markings ranging from \$200 to \$2,000 per residential block, depending on conditions.
Long-Term 5 Years +	Long-Term Parking Inventory	Explore the opportunity for the private land owner to partner with public funding options to develop the two parcels at the intersection of SE Detroit and SE Ocean Boulevard for structured parking.	In the absence of a paid parking return on investment, this site will require the use of public funding to subsidize the cost of development.	Range of \$15,000 - \$22,000 per space depending on design amenities and aesthetics
Long-Term 5 Years +	Long-Term Employee Parking Inventory	Should Downtown Stuart employee parking demands continue to be a function of growth, we suggest the City and County explore the opportunity to design and construct additional parking inventory on either of the County parking parcels along SE Flagler Avenue.	Moving employees outside of the core downtown area will only increase the opportunity for visitor parking access and reduce traffic congestion during peak activity periods.	Range of \$15,000 - \$22,000 per space depending on design amenities and aesthetics



Triangle District -Exhibit 2

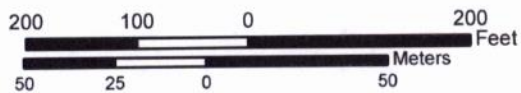




Triangle District



Triangle District -Exhibit 2





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

RESOLUTION NUMBER. 91-2021

**A RESOLUTION OF THE BOARD OF THE CITY
COMMISSION OF THE CITY OF STUART, FLORIDA,
APPROVING AND ACCEPTING THE MASTER PLAN FOR
THE "US-1 CORRIDOR" STUDY AREA; PROVIDING AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the City Commission of the City of Stuart has determined analysis of the "US-1 Corridor" study area to be in the best interest of the residents and businesses of Stuart; and

WHEREAS, the City applied for and received a \$38,000 Community Planning Technical Assistance Grant from the Florida Department of Economic Opportunity to fund a study of a section of the "US-1 Corridor"; and

WHEREAS, the goal of the analysis is to understand existing conditions, constraints, and opportunities for revitalization of the "US-1 Corridor" study area and devise concepts and strategies based on the analysis and public input; and

WHEREAS, the "US-1 Corridor" study area is defined as the section of US-1 highway as it passes through the City from a point north of SE Dixie Cutoff Road and south of SW St. Lucie Crescent; and

WHEREAS, the City entered into an agreement with the Treasure Coast Regional Planning Council (TCRPC) to conduct the analysis and develop a plan for revitalization of the "US-1 Corridor" study area; and

WHEREAS, a Master Plan has been prepared for the "US-1 Corridor" study area; and

WHEREAS, the "US-1 Corridor Master Plan" will serve as a guide for future planning and outlines the long-range vision of the corridor.



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RESOLUTION No. 07-2021
ACCEPT US-1 CORRIDOR MASTER PLAN

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

SECTION 1: The City hereby approves and accepts the Master Plan for the “US-1 Corridor”, a copy of which is attached hereto as “Exhibit 1”.

SECTION 2: The geographic boundaries of the “US-1 Corridor” shall be as depicted on the map titled “Stuart Federal Highway Commercial Corridor Plan”, a copy of which is attached hereto as “Exhibit 2”.

SECTION 3: This Resolution shall be effective immediately upon adoption.

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

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

YES	NO	ABSENT	ABSTAIN
Y			
		ABSENT	
Y			
Y			
Y			

ADOPTED this 27th day of September, 2021.

ATTEST:


MARY R. KINDEL, CMC
CITY CLERK


EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL T. MORTELL, ESQ.
CITY ATTORNEY



THE STATE OF NEW YORK
IN SENATE
January 10, 1901.
REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 1, 1899.
ALBANY:
J. B. LEECH, STATE PRINTER.
1901.

ALBANY, N. Y.,
JANUARY 10, 1901.

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE MAY 1, 1899.



ALBANY, N. Y.,
JANUARY 10, 1901.

Exhibit 1



FEDERAL HIGHWAY MASTER PLAN

FINAL AUGUST 2021

PREPARED FOR:



CITY COMMISSION

Eula Clarke, Mayor
Merritt Matheson, Vice Mayor
Michael Meier, Commissioner
Becky Bruner, Commissioner
Troy McDonald, Commissioner

COMMUNITY REDEVELOPMENT AGENCY

Eula R. Clarke, Chairperson
Merritt Matheson, Vice Chairperson
Michael Meier
Becky Bruner
Troy McDonald
Tom Campenni
Pete Walson

COMMUNITY REDEVELOPMENT BOARD

Chris Lewis, Chairman
Tom Campenni, Vice Chairman
Frank Wacha
Pete Walson
Katherine Makemson
Nina Dooley
Nikolaus Schroth

STAFF

David Dyess, City Manager
Kev Freeman, Development Director
Pinal Gandhi-Savdas, Community Redevelopment Agency Administrator
Jordan Pinkston, Executive Assistant to the Development Director, CRA Program Specialist

WITH FUNDING BY:



PREPARED BY:



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ABBREVIATIONS & TERMS

ADA	Americans with Disabilities Act
AADT	Annual Average Daily Traffic
CRA	Community Redevelopment Area
CRB	Community Redevelopment Board
DEO	The Florida Department of Economic Opportunity
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
Martin MPO	Martin Metropolitan Planning Organization
NACTO	National Association of City Transportation Officials
RRR	Resurfacing, Restoration and Rehabilitation
TCRPC	Treasure Coast Regional Planning Council
TDP	Transit Development Plan
LRTP	Long Range Transportation Plan

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services, please call 288-5306 or email mkindel@ci.stuart.fl.us. Hearing-impaired individuals are requested to telephone the Florida Relay System at 4711.

EXECUTIVE SUMMARY

In coordination with the City of Stuart and with funding from the Department of Economic Opportunity the developed Master Plan provides clear design recommendations for detailed urban design and redevelopment scenarios along the Federal Highway corridor in Stuart.

For the City of Stuart, the workshop, surveys, and interviews offered an opportunity for citizens, property owners, and others to identify and evaluate land-use patterns and lasting effects of the COVID-19 pandemic in the study area. This visioning process expanded the role of citizen input, highlighting the relationships between land use, mobility, economics, and other factors. With an adopted Master Plan, the City can clearly communicate its expectations to citizens, business owners, investors, and agencies, well ahead of the capital investments necessary to enable a vibrant and sustainable City. Over time, the implementation of the Master Plan will encourage safer mobility and a more resilient economic corridor. This is crucial as issues of sustainability, growth, and transportation are paramount to local governance in Florida.

STUDY AREA

The study extends from St. Lucie Crescent Road to SE Dixie Cutoff Road and includes about a mile of Federal Highway. Relatively little redevelopment has occurred in the last thirty years along this section of the corridor which sees frequent vacancies in plazas and unfulfilled infill development opportunities. Much of the existing development is characterized by large parking lots and buildings set far back on their site. A storage facility and gas stations are recent redevelopments. It has been clearly expressed that these uses so near the downtown of Stuart are misaligned with the community vision of the area. There are numerous challenges for pedestrians, cyclists, public transit users, and vehicles which have stifled mobility and are contributing to the economic stagnation along the corridor.

KEY RECOMMENDATIONS

Through this study, it has been noted that there are inconsistencies between the assigned Future Land Use (FLU) designations and Zoning categories and the desired community vision and national and regional market trends. For this reason, the study recommends investigating the assignment of land to Commercial FLU and B-1 Zoning through much of the corridor. It is best practice to promote like development face with like development. Along the corridor today there are places where the more urban Downtown Zoning districts face the more suburban Commercial zoning districts and this can explain some of the disconnects between development and community desires.

The key to the redevelopment of Federal Highway and its sustainability over time is an investment in the public right of way. The public right-of-way is the front door to a community and as such the standards and aesthetics of that right of way should be prioritized. Today the conditions do not meet the needs of users and incremental steps to retrofit the sprawling conditions are necessary. Investments in shade trees and prioritizing the safe movements of pedestrians, cyclists and transit users over vehicle speed will improve the overall appearance and safety of the corridor while improving safety. Public investment is often followed by economic growth. Stuart has seen this relationship in the public investment along SE Colorado Avenue. Public investment can redefine the public space and therefore the redefine the vision and expectation of a place.

KEY RECOMMENDATIONS

- Invest in the corridor with incremental improvements through CRA incentive programs including the proposed Infill Tree Planting Program and the existing Business Improvement Grant.
- Invest in the corridor with placemaking and safety interventions by providing lighting, transit shelters, crosswalks, and pedestrian-orientated intersections.
- Update the existing regulations to ensure the desired street sections that promote a consistent and predictable sidewalk and planting zone as redevelopment occurs.
- Encourage a realignment of uses on the Federal Highway corridor by studying changes to the existing FLU and Zoning along the study area adjacent to downtown.



Figure 1 The conceptual redevelopment above illustrates the envisioned streetscape at Federal Highway within the study area with a 10' shared-use path and a planting strip with shade trees. Shared-use paths are used by bicyclists, pedestrians, skaters, runners, and others. A shared-use path is the bike facility that most cyclists including families feel the safest. Federal Highway between SE Dixie Cutoff Road and Kanner Highway has a posted speed of 40-mph. At that speed, a separated and protected bike facility is recommended. This concept is explored further on page 52 & 53.

BASELINE ECONOMIC ANALYSIS

BASELINE ECONOMIC ANALYSIS

INTRODUCTION

The section of Federal Highway (US-1) that is the subject of this study spans one mile from St. Lucie Crescent Road to the north (near the foot of the Roosevelt Bridge) southeast to S.E. Dixie Cutoff Road. Kanner Highway/Colorado Avenue is the main north-south arterial that connects historic downtown Stuart to I-95 six miles to the south. The intersection of Federal Highway and Kanner Highway/Colorado Avenue is the approximate geometric center of the study area. Federal Highway east of Kanner Highway represents the southern edge of greater downtown Stuart.

Federal Highway is the historic US Highway 1 that connects Key West to Maine, although very little of its historic character remains. There are still a few hotels and motels that reflect a time when, before the interstate was built, travelers would use the corridor as they embarked on vacations to tropical south Florida. Over time, the roadway has been widened to its current six-lane configuration, and the uses range from smaller, older commercial establishments and fast-food restaurants to strip shopping centers and office spaces.

Very few residences front Federal Highway in this area. While there has been some modest investment in the corridor in recent years, there is the sense that significant redevelopment opportunities still exist. Since the completion of I-95 in the Treasure Coast in 1987, Federal Highway does not typically serve as the regional or interstate facility it once did, and in many cities, the corridor has evolved into a more localized, residential address. The primary purpose of this study is to evaluate what are the appropriate forms and uses for future redevelopment on the corridor.

The image to the right illustrates the corridor study area with the specific boundary outlined in blue. The project boundary follows existing parcel lines and rights-of-way. Some parcels or collections of parcels have been noticeably excluded from the study area. These properties are not included because they contain new construction or larger functioning complexes that are not likely to redevelop. However, these properties may be assessed for their inclusion relative to improved connectivity or right-of-way improvements.

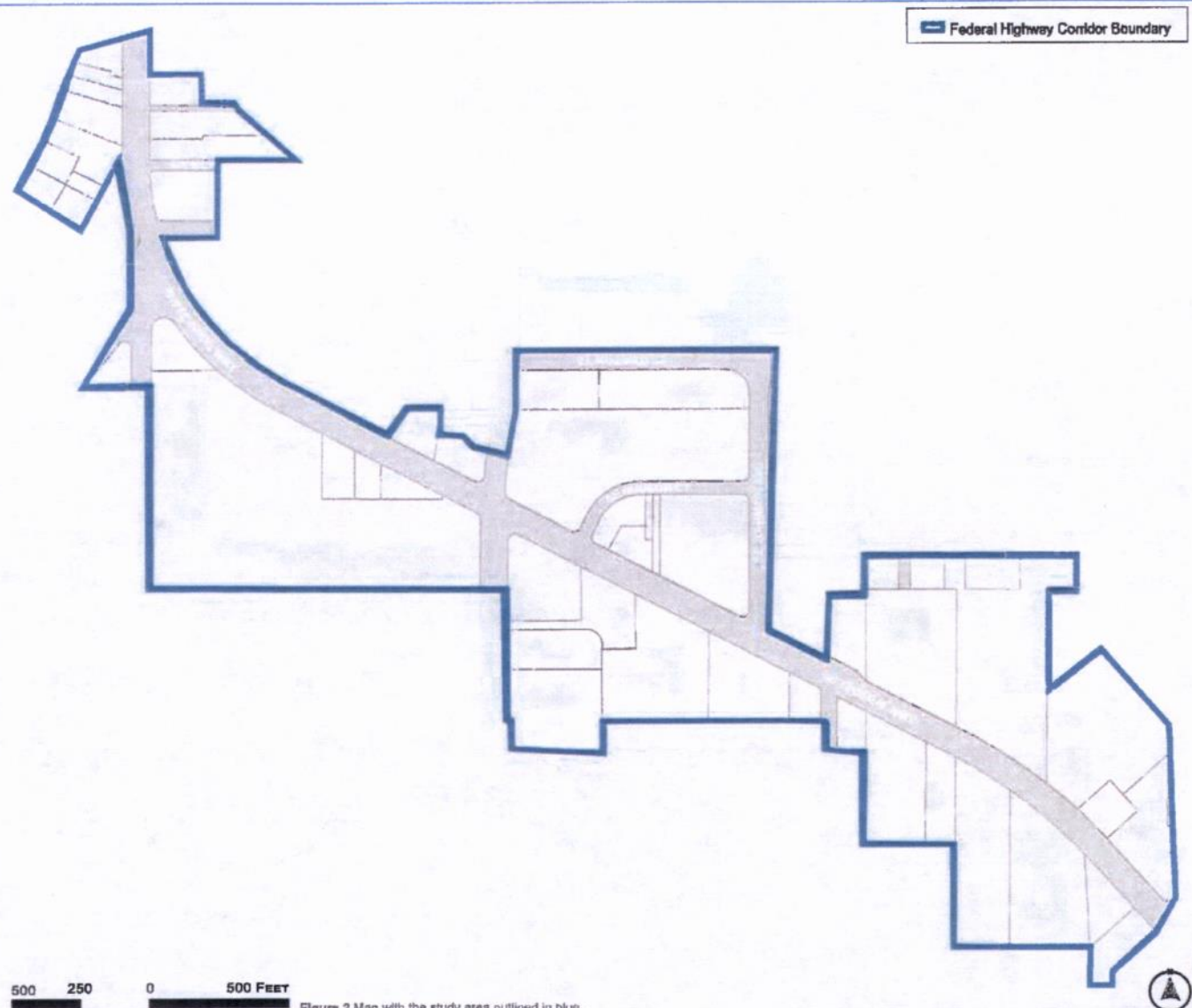


Figure 2 Map with the study area outlined in blue.

BASELINE ECONOMIC ANALYSIS

EXISTING FUTURE LAND USE

The City of Stuart Future Land Use (FLU) designations within the study area, and as provided in the city's Comprehensive Plan, are illustrated in the map to the right. These designations identify, in general terms, what are the permissible uses along the corridor. The dominant FLU designation is Commercial with the second most prominent being Downtown. The Downtown designation is likely more consistent with the desired redevelopment of the corridor. Through the development of this study, it may be deemed necessary to revise the FLU designation locations and/or specific requirements.

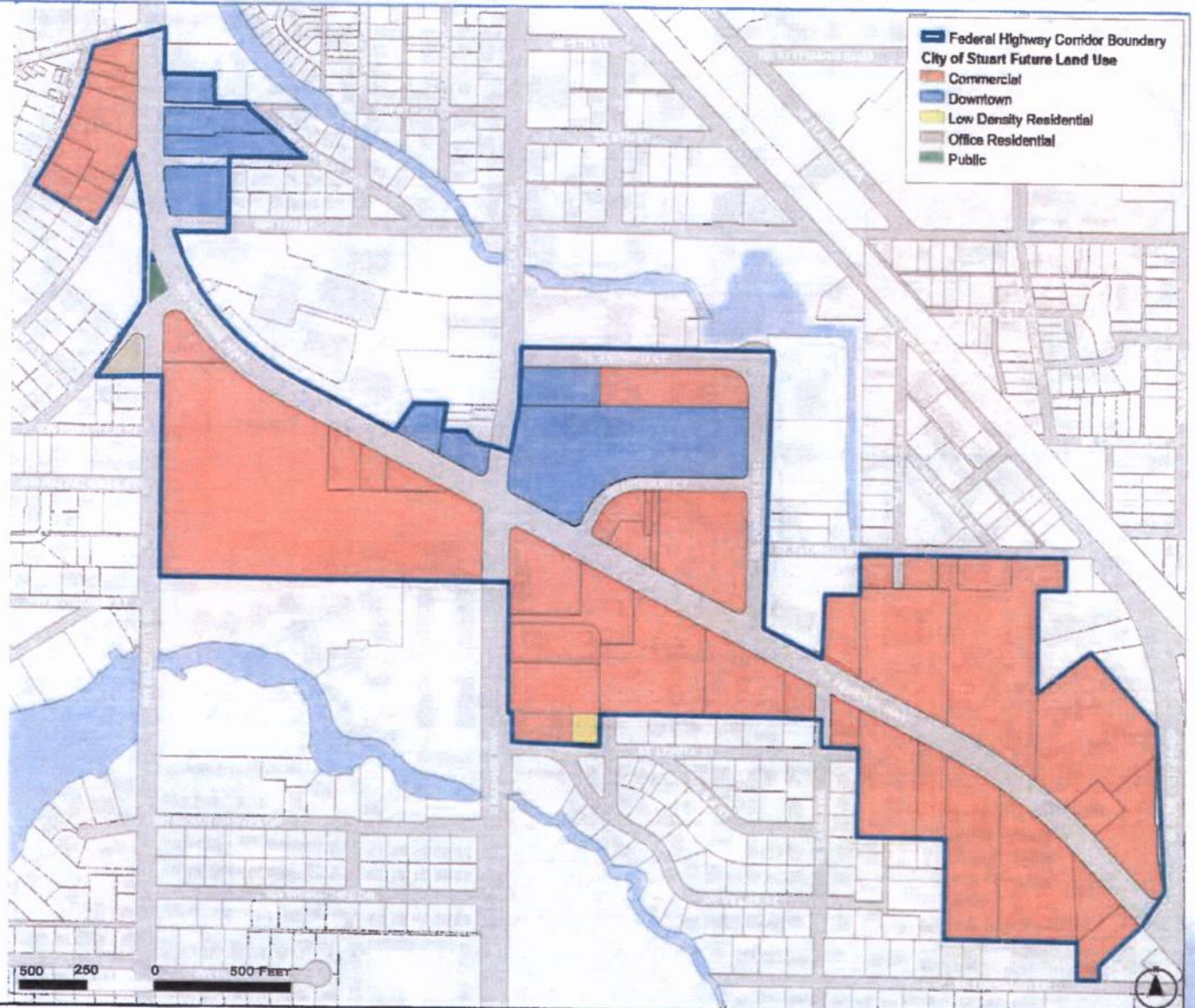


Figure 3 Map with the study area outlined in blue and Future Land Use Designations indicated.

BASELINE ECONOMIC ANALYSIS

EXISTING ZONING DESIGNATIONS

The City of Stuart Zoning designations within the study area, and as provided in the City's Land Development Code, are illustrated in the map to the right. The zoning designations provide much greater specificity in the regulations which control the development of properties. Specific uses, building heights, and placement, parking standards, etc. are controlled primarily through the zoning regulations. The FLU designations and zoning designations should be consistent with one another and, within the study area, they are. Note that the Urban Center, Urban Highway, and Urban Neighborhood districts are in the Downtown FLU categories. These areas are intended to promote redevelopment in a more urban pattern consistent with much of the historic downtown area. The B-2 Business General zoning district is more conventional, with suburban standards that have resulted in the corridor becoming much of what it is today. If there is a desire to reflect a similar, more urban redevelopment condition in the B-2 districts, there will need to be modifications to the zoning designations or regulations.

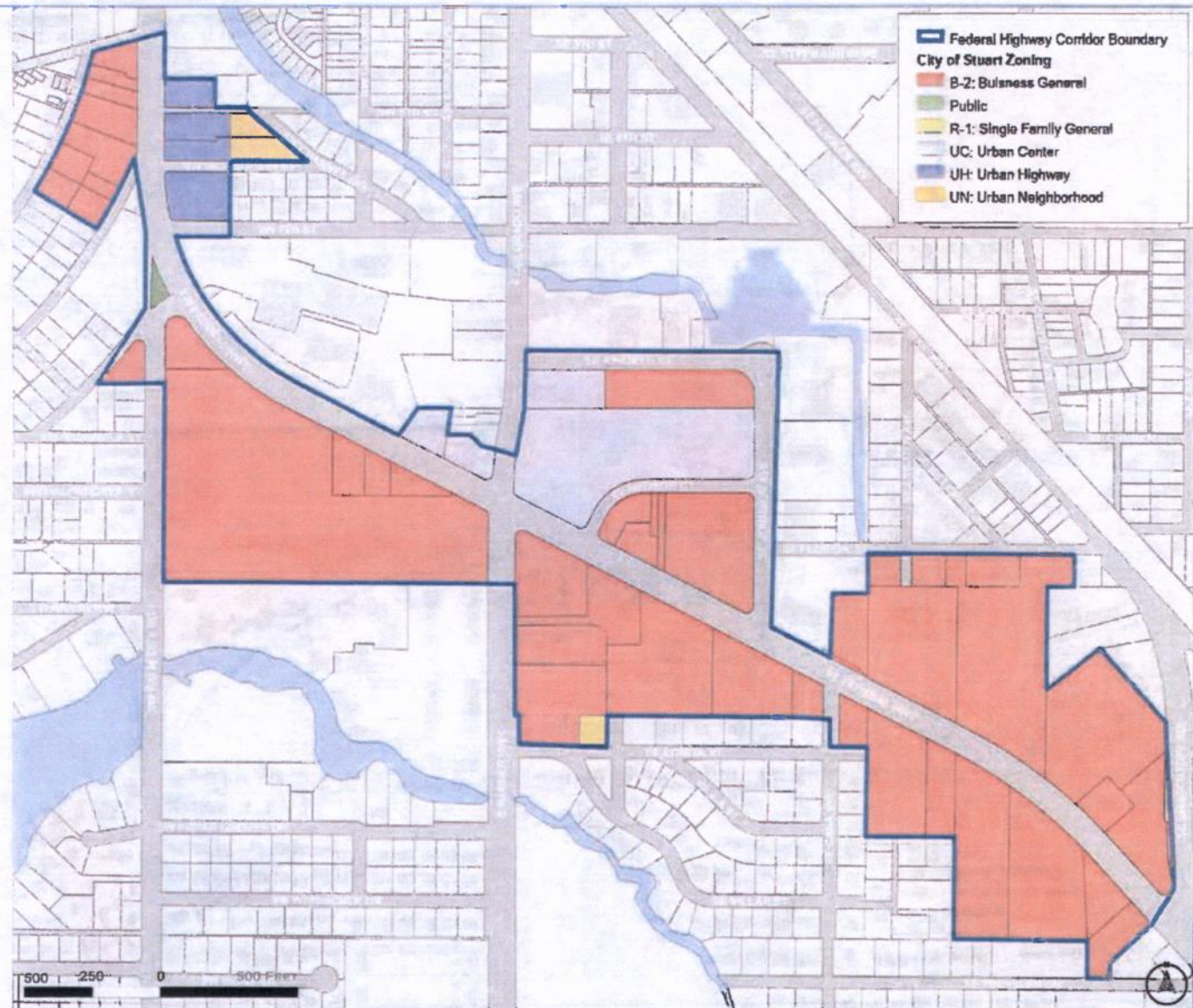


Figure 4 Map with the study area outlined in blue and zoning designations indicated.

BASELINE ECONOMIC ANALYSIS

LAND VALUE COMPARED TO TOTAL VALUE

When considering the redevelopment potential of an area, one important “lens” that planners look through to evaluate which properties are likely to redevelop is the comparison of property land value to the total value.

The Land Value is just that, the value of the land alone. The Total Value is the value of the land plus any physical improvements (buildings, driveways, swimming pools, etc.). For example, if the Land Value of a property is \$100,000 and the Total Value of the property is \$300,000, then clearly the improvements on the property are of great value relative to that of the land. In this scenario, the improvements are worth twice what the land is worth, so it is not an obvious candidate for redevelopment. However, if the numbers were reversed, and the land value was twice the value of the physical improvements on the property, the property would be a good candidate for redevelopment.

The map to the right shows the Land Value to Total Value ratios for the properties within the study area. The darker a property is colored, the less the Total Value is compared to the Land Value and those properties are typically more likely to redevelop than the lighter-colored properties.

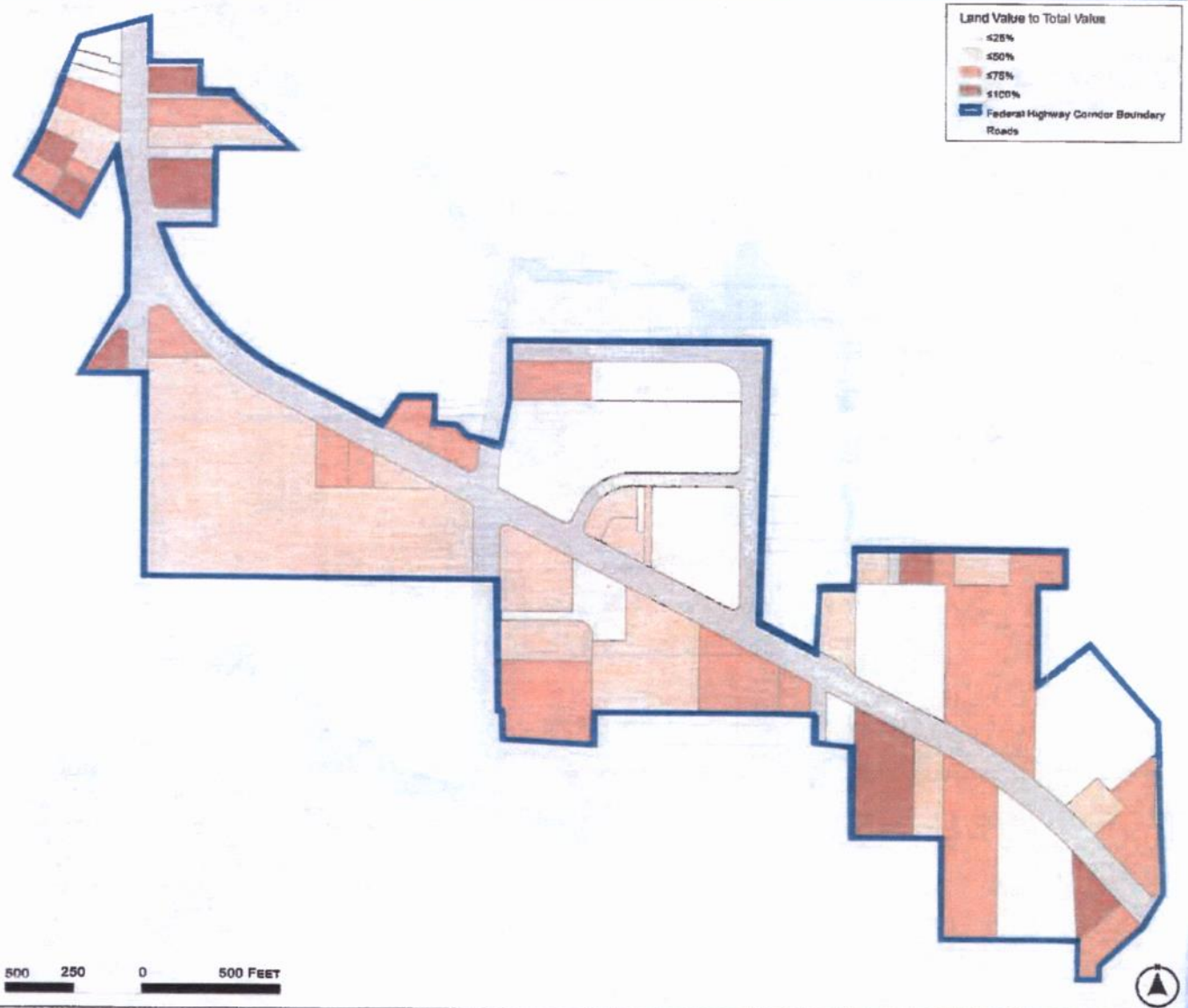


Figure 8 Map with the study area outlined in blue and the relative value of the land total assessed value indicated by percentage. Data is based on Property Appraiser data collected in December 2020.

BASELINE ECONOMIC ANALYSIS

EXISTING OWNERSHIP

The map to the right illustrates the ownership patterns and actual property owners within the study area. While many owners identified are corporations or LLCs, the names can indicate use. More importantly, this map identifies ownership agglomerations whereby a single owner owns multiple parcels. One example is the Publix shopping center at the SW corner of the Kanner Highway/Federal Highway intersection. Centro NP Publix Downtown LLC owns the center itself as well as all of the out parcels facing Federal Highway.

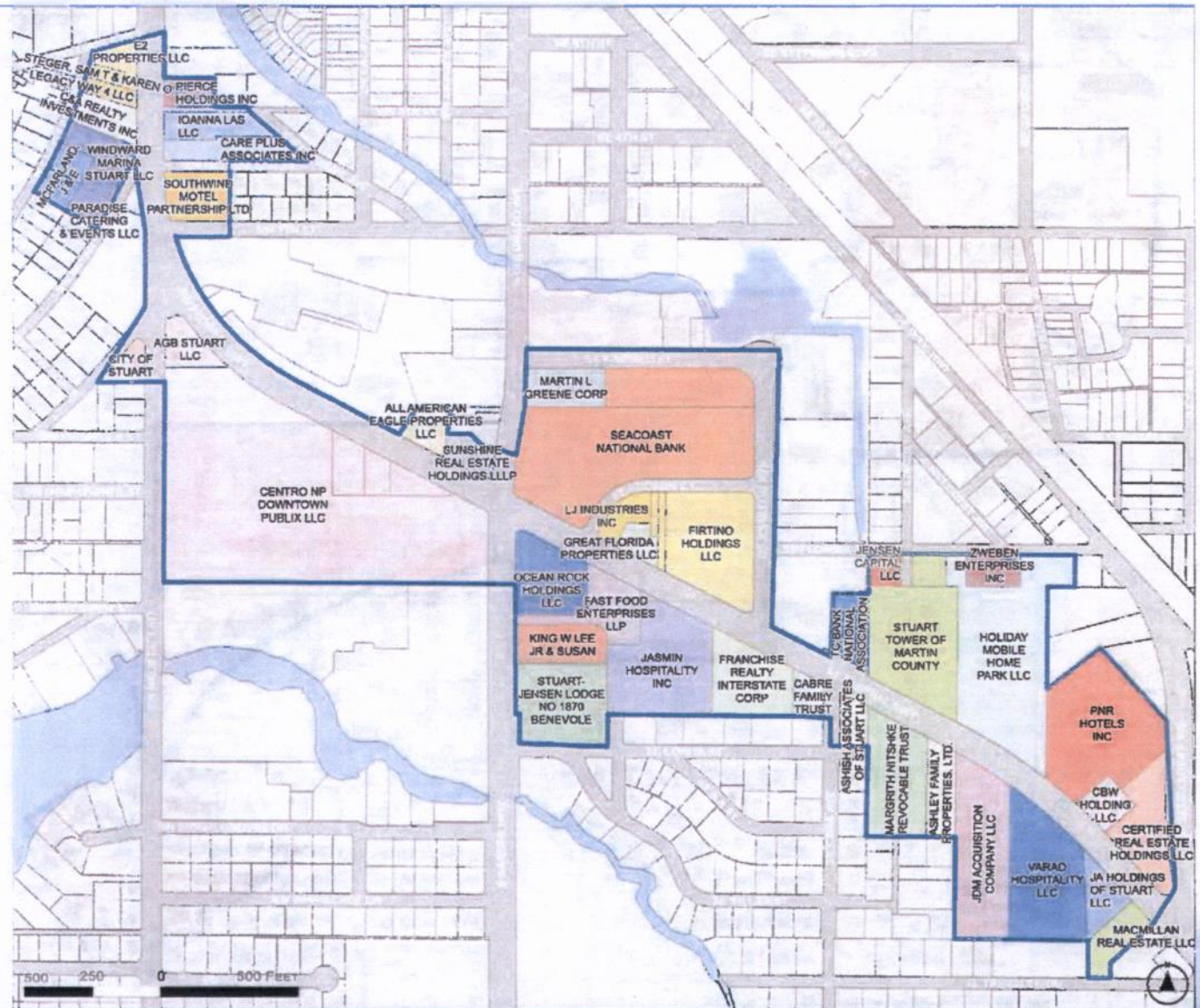
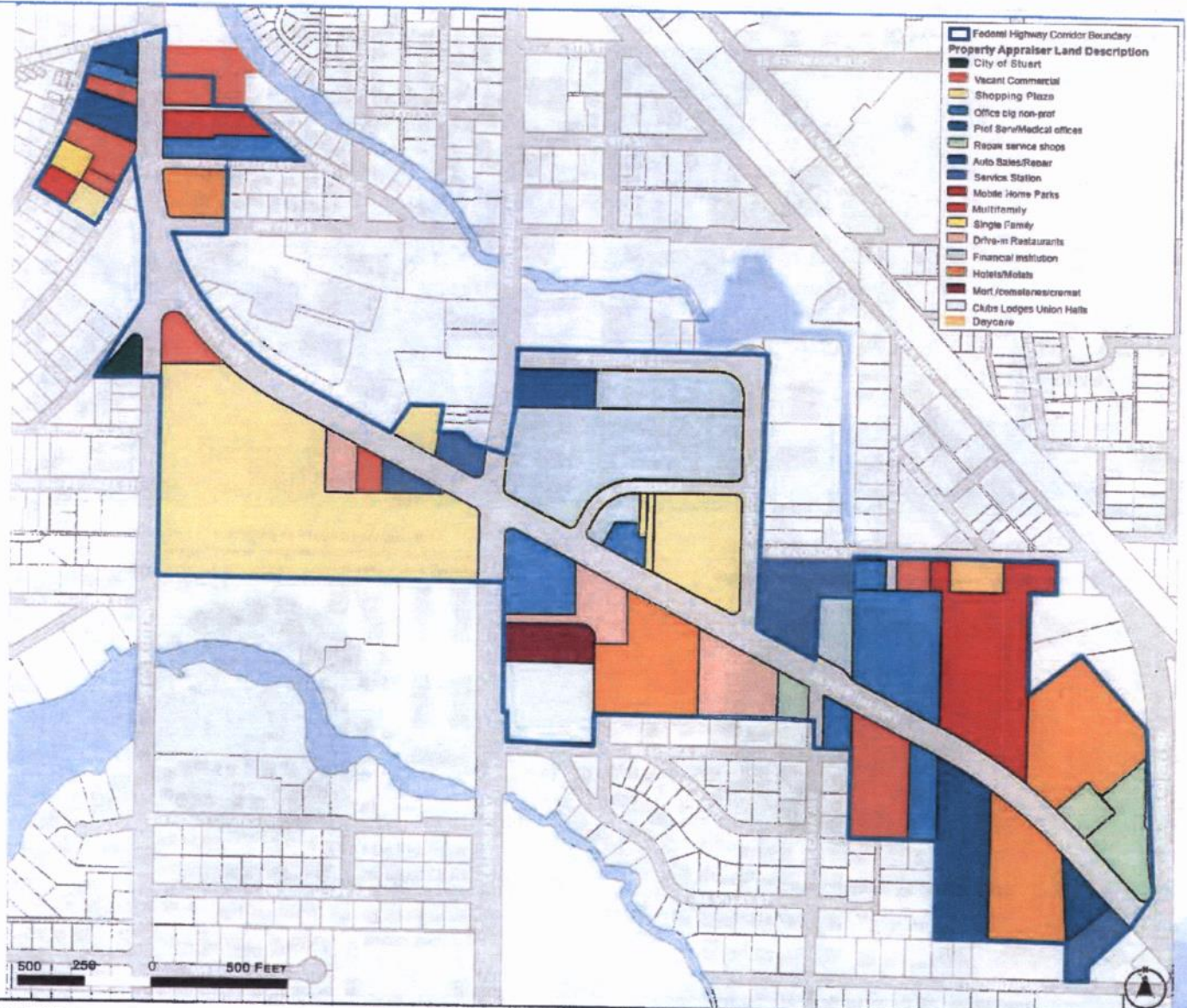


Figure 6 Map with the study area outlined in blue and parcel ownership. Data is based on Property Appraiser data collected in January 2021.

BASELINE ECONOMIC ANALYSIS

EXISTING USES

Unlike the regulatory FLU or Zoning maps, the Existing Uses map to the right identifies the actual uses on the ground today regardless of their compliance with Zoning or FLU designations. This information is coded by Land Description via the Martin County Property Appraiser's office. For example, the existing Mobil gas station at the NW corner of Colorado Avenue and Federal Highway (Sunshine Real Estate Holdings LLP) has a Downtown FLU designation and is in the Urban Center zoning district. Neither of those designations permits, gas stations however, this use is "grandfathered-in": a use that existed before that zoning or land use designation was in place. It is in this way the Existing Uses map can afford a more accurate picture of what is actually on the ground.



CITY OF STUART: MASTER PLAN OF FEDERAL HIGHWAY

BASELINE ECONOMIC ANALYSIS

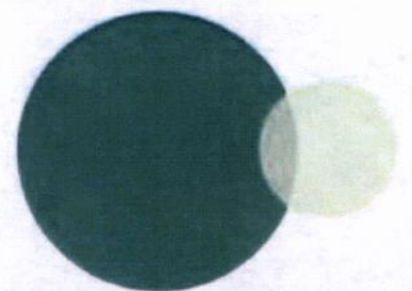
INFLOW & OUTFLOW OF EMPLOYMENT

This pair of maps helps to describe the employment capture and commuter patterns within Stuart city limits and the Federal Highway corridor study area. The map on the left illustrates that 21,730 employees were commuting into Stuart for work each day while 4,396 Stuart residents were leaving the city to work elsewhere in 2018. Only 1,271 Stuart residents work within the city limits as of 2018.

The map on the right focuses on the corridor study area specifically and the total number of employees is of course smaller than citywide. Only 22 residents lived and worked within the study area in 2018. Any ability to increase the number of people living and working within the corridor can yield many benefits including enhanced mobility options and a more vibrant downtown area.

STUART

Inflow/Outflow Job Counts in 2018



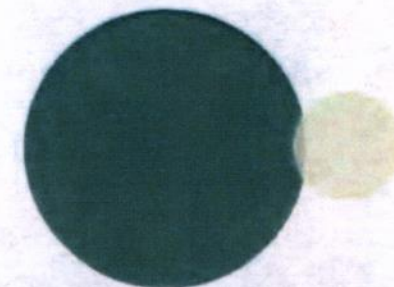
- 21,730 - Employed in Selection Area, Live Outside
- 4,396 - Live in Selection Area, Employed Outside
- 1,271 - Employed and Live in Selection Area



Figure 9 Graphics above reflect the municipal boundary of the City of Stuart.

FEDERAL HIGHWAY CORRIDOR

Inflow/Outflow Job Counts in 2018



- 3,277 - Employed in Selection Area, Live Outside
- 481 - Live in Selection Area, Employed Outside
- 22 - Employed and Live in Selection Area



Figure 10 Graphics above includes the study area, properties south of the Roosevelt bridge and a 1/4-mile buffer.

Figure 8 Data and maps to the right are based on data collected from the US Census and reflect 2018 data.

BASELINE ECONOMIC ANALYSIS

WORKER CHARACTERISTICS IN CITY

This series of maps and graphs illustrate several factors: employment concentrations, age, industry sectors, and employment distribution.

By far the largest industry sector is the Healthcare and Social Assistance sector with 39% of workers. That is followed by Retail Trade with 14% of workers and Accommodation and Food Services with 12.2% of workers.

Healthcare and Social Assistance sector includes: Offices of Physicians, Mental Health Specialists, Dentists, Chiropractors, Optometrists, Mental Health Practitioners, Physical Occupational and Speech Therapists, and Audiologists. Podiatrists, All Other Miscellaneous Health Practitioners, Outpatient Care Centers, Family Planning Centers, Substance Abuse Centers, HMO Medical Centers, Kidney Dialysis Centers, Freestanding Ambulatory Surgical and Emergency Centers, Medical and Diagnostic Laboratories, Home Health Care Services, Ambulance Services, Blood and Organ Banks, General Medical and Surgical Hospitals, Specialty Hospitals, Nursing Care Facilities, Residential Intellectual and Developmental Disability Facilities, Mental Health Facilities, Continuing Care Retirement Communities and Assisted Living Facilities for the Elderly, Residential Care Facilities, Individual and Family Services, Child and Youth Services, Services for the Elderly and Persons with Disabilities, Community Food and Housing, and Emergency and Relief Services, Community Food Services, Temporary Shelters, Community Housing Services, Emergency and Relief Services, Vocational Rehabilitation Services, Child Day Care Services

INDUSTRY SECTORS IN STUART

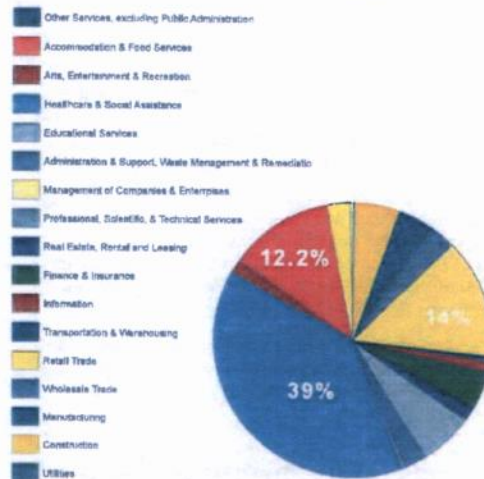
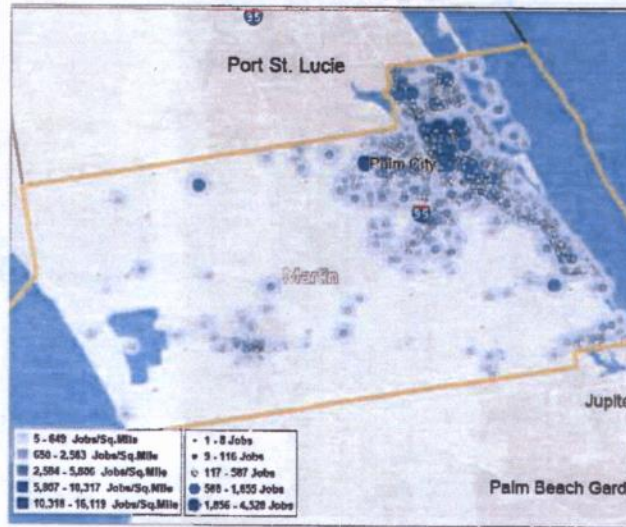
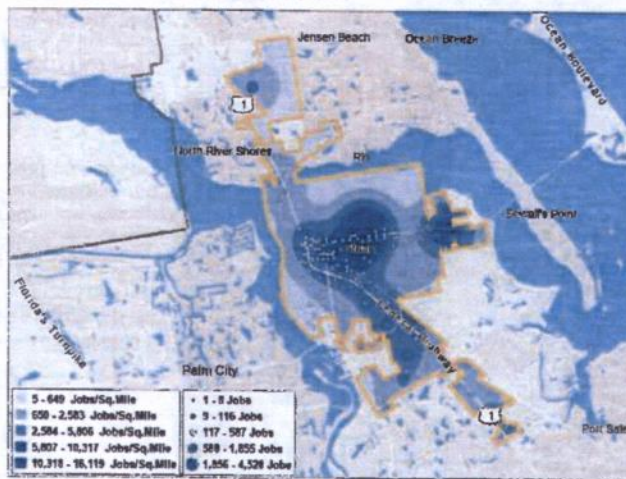


Figure 11 Charts and maps to the right and above are based on data collected from the 2018 US Census information.

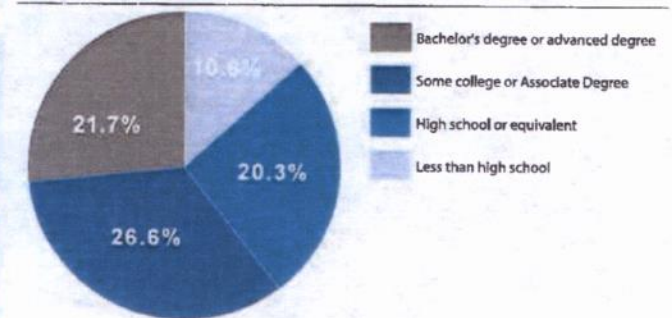
JOB LOCATIONS IN MARTIN COUNTY



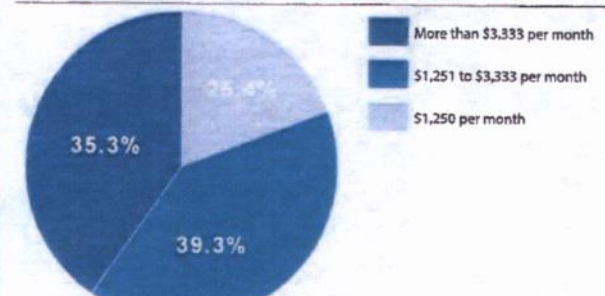
JOB LOCATIONS IN STUART



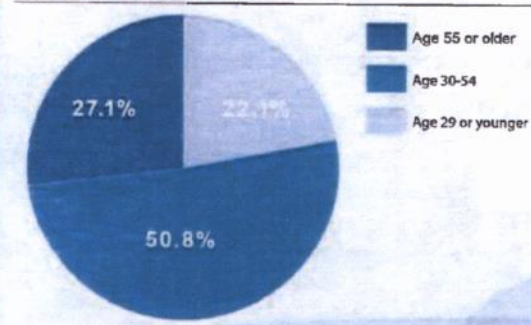
EDUCATION LEVEL IN STUART



EARNINGS PER CAPITA IN STUART



AGE IN STUART



BASELINE ECONOMIC ANALYSIS

CONTEXT ADJACENT THE STUDY AREA

The job heat map on the previous page show the importance of the Historic Downtown and the Cleveland Clinic Martin North Hospital as job centers in the area. Both are highlighted in the aerial map to the right.

Also of note, the study area overlaps with a new special district within the City called The Creek. The Creek is an Arts and Entertainment District, named for Frasier Creek which runs through it. The Creek currently includes local galleries, murals, sculptures, shops and restaurants. Their board's mission is to continue to create a vibrant arts and entertainment district and promote the businesses in The Creek.

Unlike most parts of Federal Highway in Martin County, the study area is uniquely positioned to connect to these desirable areas. As heard in the group interview, there is commercial interest in connecting the study area to the historic downtown and surrounding neighborhoods. Improved connection to downtown will support development trends towards walkable communities desired by Boomers and Millennials alike.¹²

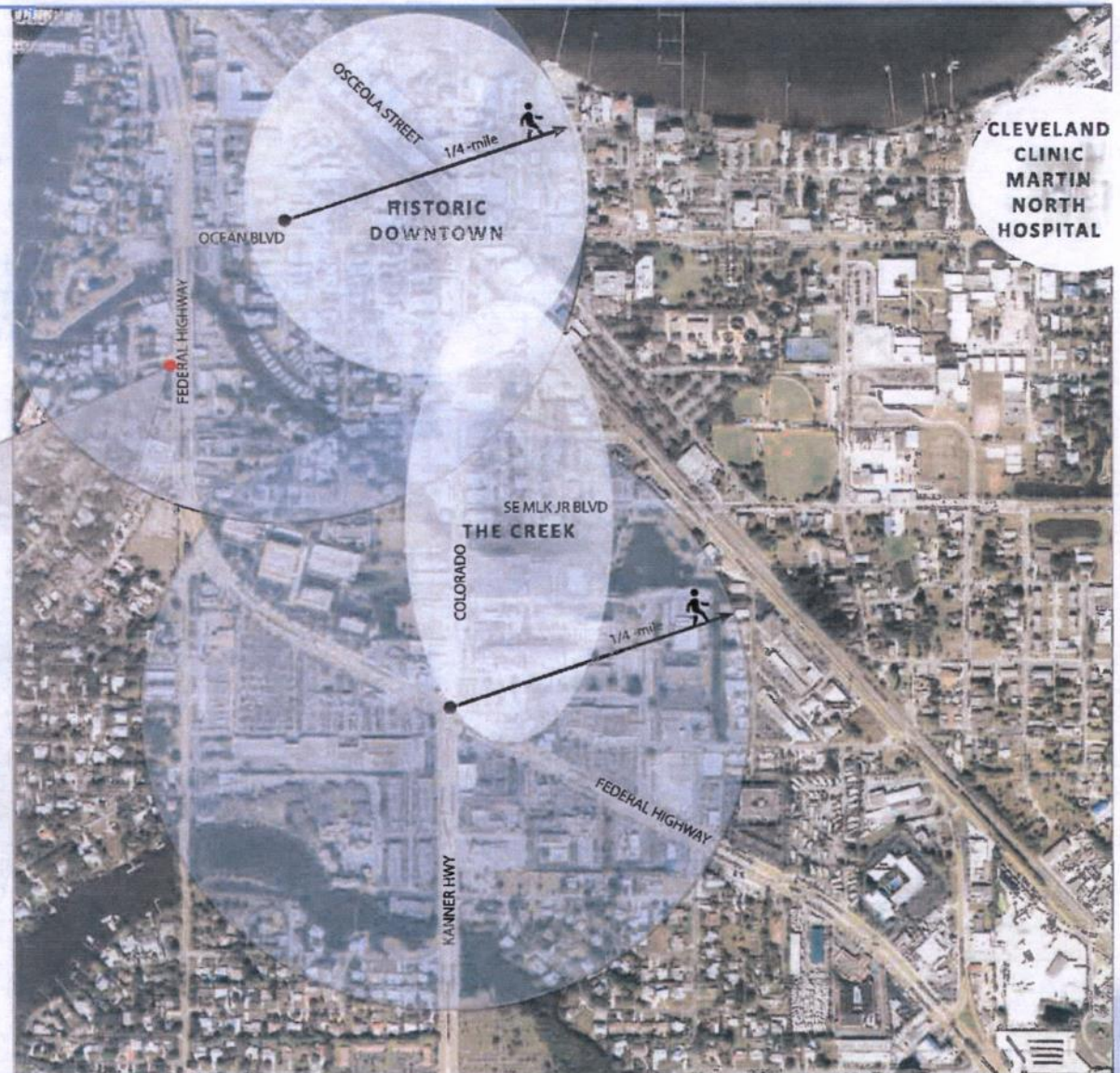
12. Interview with Michaela Fine, Director of Planning, City of Stuart, 10/10/2018. The interview was conducted by the author of this report.

13. Interview with Michaela Fine, Director of Planning, City of Stuart, 10/10/2018. The interview was conducted by the author of this report.



Figure 12 The image above as seen from the study area, includes a family on the sidewalk returning from the grocery store. This image illustrates an incredibly car dominated environment juxtaposed with pedestrian users despite the lack of crosswalk markings and sidewalk conflicts.

Figure 13 The aerial to the right highlights the 1/4-mile walking area from the study area. It includes Historic Downtown and The Creek arts & entertainment district. The Cleveland Clinic North Hospital is also in close proximity and is a major job center in the area.



SUMMARY OF FINDINGS

EXISTING CONSTRAINTS

Prior to the COVID-19 pandemic, there existed a trend away from brick and mortar retail stores, and Covid-19 has only accelerated these trends. The United States is understood to be significantly over-retailed. Analysis in 2019 of per capita leaseable shopping center space in countries around the world showed for places like France, Germany, the United Kingdom and Japan, average retail space was less than 5 square feet per person.³ In the United States, that number is more than 23 square feet per person.³ It is essential that local governments consider the revision of their land uses and zoning decisions relative to market trends. The Federal Highway corridor in Stuart is at the precipice of transition, and to be sustainable going forward, a shift in development patterns is necessary. The visible commercial vacancies coupled with private market requests for land use changes is consistent with many areas within the Treasure Coast. The primary constraints are land ownership distribution and land development regulation restrictions. The COVID-19 pandemic has accelerated trends away from office and large footprint retailers. Significant redevelopment on large vacant and asphalt dominant properties create opportunities for more variety along the corridor which could include mixed-use projects, diverse housing options, and institutional uses which benefit from proximity to work and job centers.

COMMERCIAL NEEDS & PRIORITIES

Enhancing all modes of transportation and mixed-use will promote a more resilient context. Poor lighting, poor crosswalks, and access to transit limit mobility in the area and should be addressed. They are limiting factors in the mobility of people to access goods and services, the creation of a sense of place and access to the commercial uses.

USES APPROPRIATE FOR THE CORRIDOR

A Market Study was not conducted as part of this scope of services. However, there is evidence to suggest that in-town residential development is a desirable land use along the corridor. Proximity to downtown and all of the regional destinations alone, however, is not enough to ensure that residential development is compatible with, or contributive to, the Federal Highway corridor. Detailed evaluation of the design of each future project is essential to a successful delivery of future development. Developments need to be evaluated for:

- Convenient pedestrian access points for all buildings
- Shaded and protected pedestrian environment
- A connected grid of complete streets and alleys
- Appropriate scale, massing development patterns including principals such as like development facing like, i.e. residential facing residential and commercial facing commercial and where the fronts of buildings face the fronts of other buildings
- Variety in housing types and public open space
- A mix of uses that promotes the cycling and walking between destinations
- Contributions to a sustainability in building and water management

Vacancies in the study area indicate there has been an over-saturation of used-car sales and gas stations, although a few automotive maintenance and service locations have remained active and should be considered part of the diversity of the area. The study area is in close proximity to downtown and much of it within one quarter-mile of historic downtown and The Creek Arts & Entertainment district which would complement a greater diversity of uses than is present today. The City should leverage this benefit when looking at potential uses in the study area.

<https://www.fastcompany.com/90573407/many-u-s-stores-will-close-forever-thats-a-good-thing>



Figure 14 Appendix A includes an inventory of existing properties along Federal Highway as of December 2020. Each page acts like a "cut sheet" and includes a image, location and data points on the parcel included in the study area.

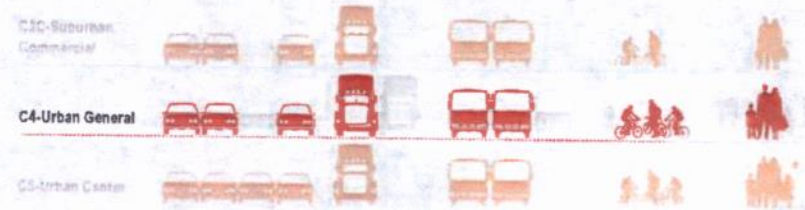
EXISTING CONDITIONS & BACKGROUND

FLORIDA DEPARTMENT OF TRANSPORTATION: CONTEXT CLASSIFICATION

Federal Highway is a street owned and maintained by the Florida Department of Transportation (FDOT). FDOT has adopted a roadway classification system to create a context-based method of assessing streets. This context classification of the street is important for setting design controls to provide support for safe and comfortable transportation for all users. A Preliminary Context Classification Designation of C4 has been assigned to this segment of Federal Highway by FDOT preliminary analysis. The preliminary context classifications are based on available GIS data.

This preliminary context classification of C4 is supported through an on-site survey of observed users and the existing mix of uses. Although not apparent from the view of much of the frontage along Federal Highway, there exists residential in very close proximity to the commercial facing Federal Highway. Furthermore, there are desirable walking and entertainment districts within the walking shed of adjacent neighborhoods, as illustrated on page 14. There is, however, a disconnect between the design features of the corridor and the context. The street is inadequate or absent many facilities to accommodate mobility.

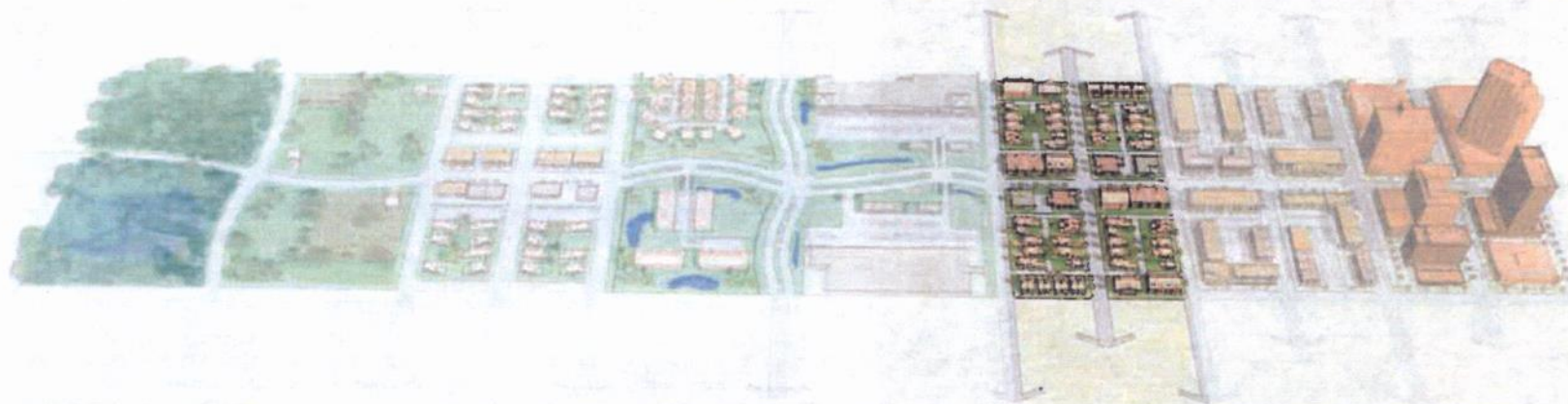
EXPECTED USES TYPES IN CONTEXT CLASSIFICATIONS



FDOT CONTEXT CLASSIFICATIONS RELATED TO SPEED



FDOT CONTEXT CLASSIFICATIONS



C1-Natural	C2-Rural	C2T-Rural Town	C3R-Suburban Residential	C3C-Suburban Commercial	C4-Urban General	C5-Urban Center	C6-Urban Core
Lands preserved in a natural or wilderness condition, including lands unsuitable for settlement due to natural conditions.	Sparsely settled lands; may include agricultural land, grassland, woodland, and wetlands.	Small concentrations of developed areas immediately surrounded by rural and natural areas; includes many historic towns.	Mostly residential uses within large blocks and a disconnected or sparse roadway network.	Mostly non-residential uses with large building footprints and large parking lots within large blocks and a disconnected or sparse roadway network.	Mix of uses set within small blocks with a well-connected roadway network. May extend long distances. The roadway network usually connects to residential neighborhoods immediately along the corridor or behind the uses fronting the roadway.	Mix of uses set within small blocks with a well-connected roadway network. Typically concentrated around a few blocks and identified as part of a civic or economic center of a community, town, or city.	Areas with the highest densities and building heights, and within FDOT classified Large Urbanized Areas (population >1,000,000). Many are regional centers and destinations. Buildings have mixed uses, are built up to the roadway, and are within a well-connected roadway network.

FLORIDA DEPARTMENT OF TRANSPORTATION: CONTEXT CLASSIFICATION

To the north and the south of the study area on Federal Highway, the context changes to C3C with posted speeds of 45-mph. Understandably, many drivers without a change in the physical street configuration, continue the same driving behavior and expectations as they enter the study area. The disconnect between context and design features hurts the ability of vehicles to easily maneuver within the study area. Increased speed is a contributing factor to the challenges of maneuverability. Numerous participants in the community survey commented on the difficulty of getting into and out of commercial centers which is compounded by the fast-moving through traffic on the corridor.

The table below compares a desirable suite of roadway features with existing conditions in the corridor. Where the features range outside the desirable the box is colored red.

FACILITY	C-4 BOULEVARD		EXISTING IN STUDY AREA	
	RESIDENTIAL	COMMERCIAL	B-1	URBAN HIGHWAY
Number of Through Travel Lanes	4-6		6'	
Travel Lane width	10-11'		10-11'	
Medians	4-18'		2-15'	
Building Orientation	Front	Front	Front	Front
Maximum Setback	15'	0'	20'	15-20'
Off-Street Parking Access/Location	rear	rear, side	50% rear	rear is incentivized
Street-side width (includes furnishing/planting strip or pedestrian buffer, clear pedestrian zone, and frontage zone)	16.5-18.5'	19'	Not specified	Not specified
Minimum Clear pedestrian zone (sidewalk)	8'	8'	Obstruction reduced to less than 4' clear None present	
Pedestrian Buffer	8' planting strip	7' tree well		
Posted Speed	25-35-mph		35-40-mph	
Bike Lanes	5-6'		None present	

Figure 16 2010 Designing Walkable Urban Thoroughfares: A Context Sensitive Approach. Institute of Transportation Engineers and Congress for the New Urbanism.

Figure 16 Moving from the north of the study area to the south, the images to the right show existing users including bicyclists and pedestrians of varying ages and abilities. The third image down illustrates one of the challenging obstacles within the sidewalk. The placement of the signal post is at the crosswalk where the curb slopes down for access. If using the crosswalk in a wheelchair, there is not adequate space for a safe turning radius. The signal post is obstructing the maneuver. When moving on the sidewalk on a bike or wheelchair and not using the crosswalk, there is inadequate flat surface to travel on, therefore the slope pushes the user into the road.



SAFETY

The design features of streets in the study area are critical for the safety of users. The Martin MPO in its *Bicycle & Pedestrian 2007-2009 Collision Report* from May 2011 identified the study area as one of the high crash locations for bikes and pedestrians within Martin County. Since that time, there has not been significant redevelopment or roadway improvements within the study area. The maps on the following pages document the crashes, and in some cases fatalities, along the corridor from December 2010 to December 2020. The mapping indicates there is still a significant concentration of crashes in this area.

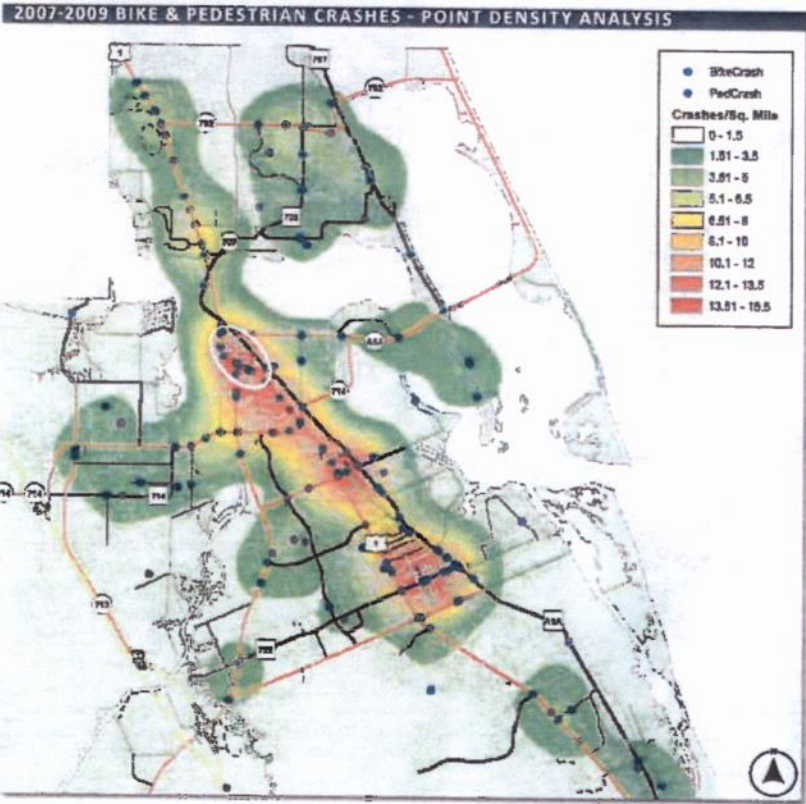


Figure 18 The above map is taken from the Martin MPO in its *Bicycle & Pedestrian 2007-2009 Collision Report* from May 2011. The study area is roughly circled in white.

Figure 19 To the right are images of how the range of visibility for drivers changes with increased speed. - nacto.org

SPEED & VISIBILITY

10-15 MPH



20-25 MPH



30-35 MPH



40+ MPH



SAFETY

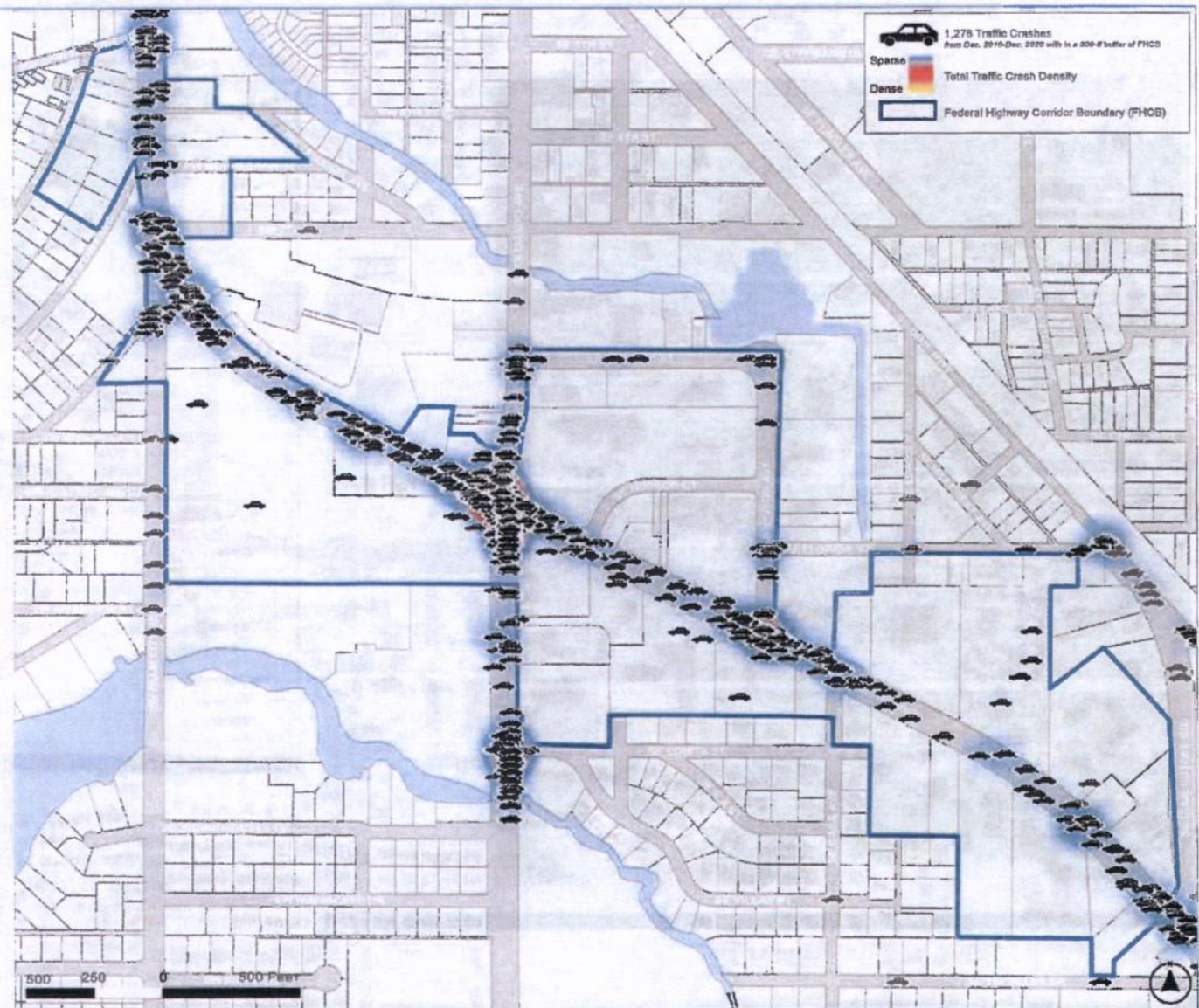
TRAFFIC CRASHES

This figure illustrates the number and location of automobile crashes within the Federal Highway study area between December 2010 and December 2020. In those ten years, there were 1,267 crashes within the study area. The vehicle symbols identify the crash location and a colored "heat" map underneath ascribes the frequency of crashes by color shade. The heat map is utilized in the forthcoming diagrams which identify pedestrian, bicycle, and fatal crashes. From this diagram, it is clear that Federal Highway is consistently plagued with automobile crashes throughout the length of the corridor with the greatest concentrations occurring at the intersections with SE Johnson Avenue, Kanner Highway, and SW Palm City Road.



Figure 20 Traffic and safety has been a long conversation in the City as seen in this newspaper clipping from 1969 about the median along the study area.

Figure 21 Crash data from Signal Four Analytics - University of Florida includes data from December 2010-2020.



SAFETY

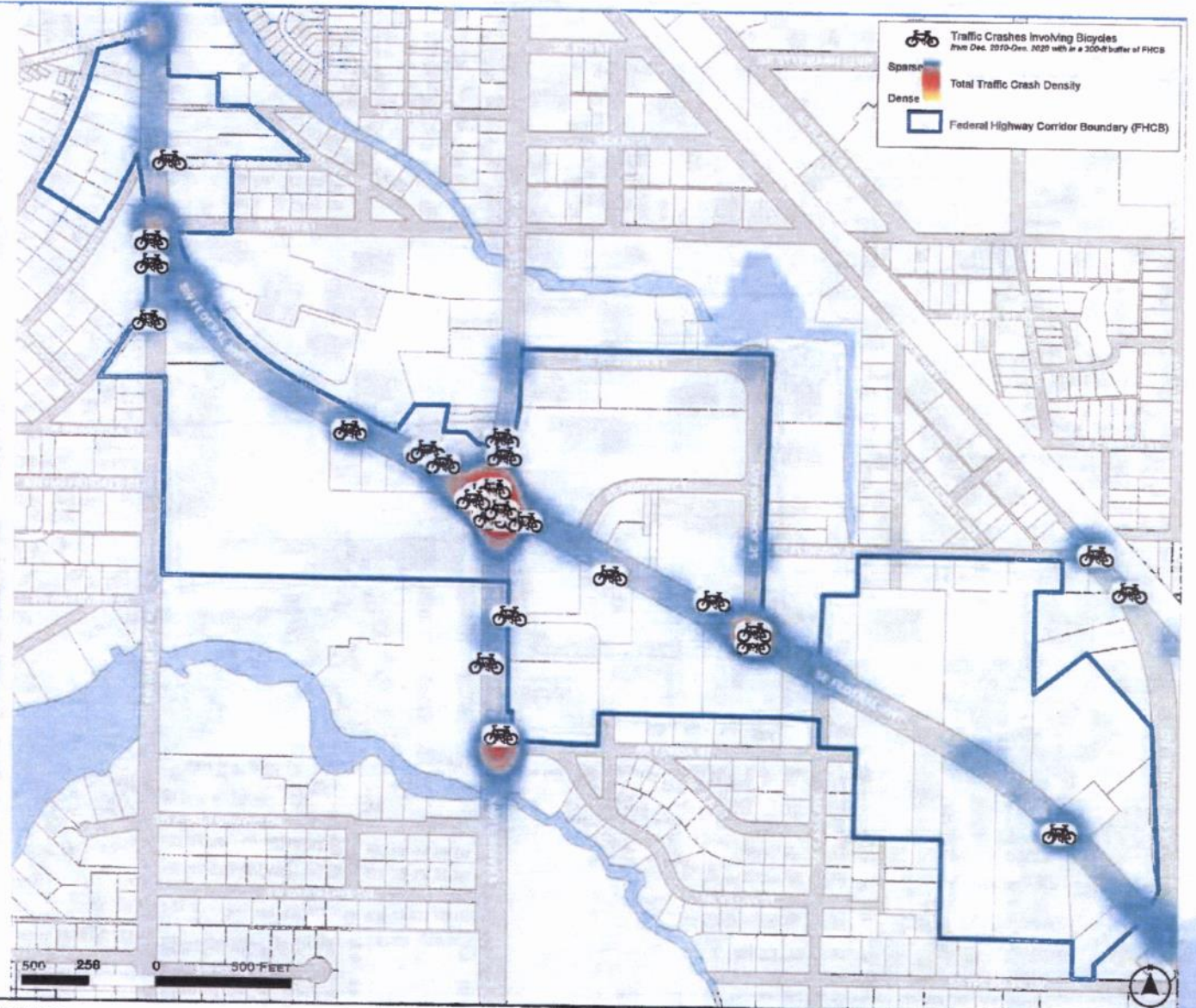
CRASHES WITH BICYCLES

In this diagram, the location and number of vehicle/bicycle crashes that have occurred in the same ten-year period between 2010 and 2020 are identified with the bicycle symbol. The heat map identifying the density of vehicular crashes is provided as an underlay. Not surprisingly there is a correlation between the location and frequency of bicycle crashes and automobile crashes. This diagram suggests a need for enhanced bicycle facilities, especially at key intersections.



Figure 22 The images above are both from high speed crashes in an area near the Federal Highway study area which occurred in March 2021.

Figure 23 Map to the right shows crash data from Signal Four Analytics - University of Florida includes data from December 2010-2020.



SAFETY

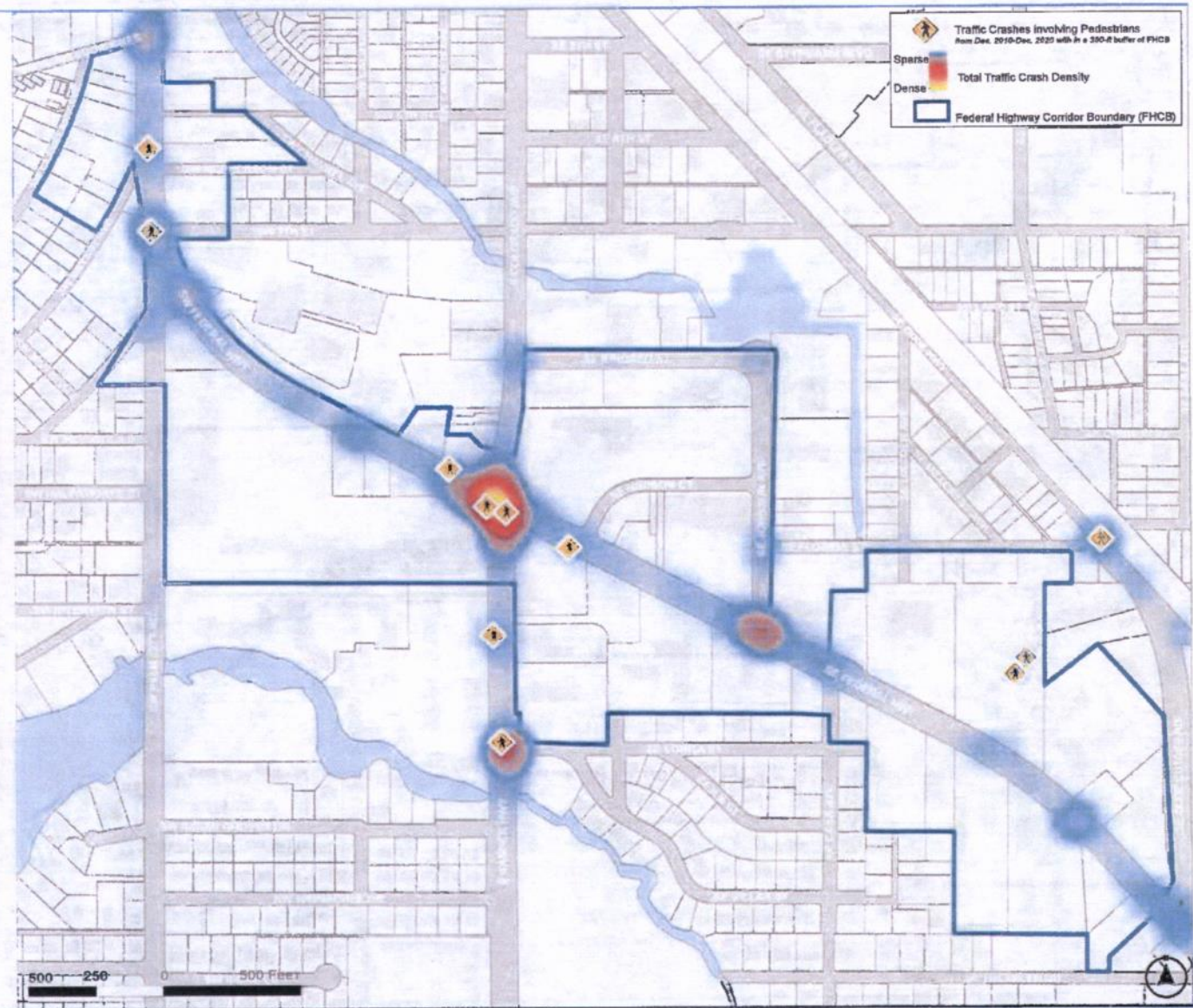
CRASHES WITH PEDESTRIANS

This figure illustrates the location and number of vehicle/pedestrian crashes within the study area. Not unlike the bicycle diagram, the pedestrian crashes have occurred primarily at the major intersections which often have traffic signals and pedestrian crosswalks. While there are fewer pedestrian incidents than those with bicycles, there is significant room for improving the pedestrian realm and the ability to safely cross the corridor on foot.



Figure 24 Images above picture the intersection of Kanner Highway and Federal Highway.

Figure 25 Crash data from Signal Four Analytics - University of Florida includes data from December 2010-2020.



SAFETY

CRASHES WITH FATALITIES

The most disturbing map of this series identifies where fatalities have occurred. Thankfully there are fewer incidents than in the previous diagrams however, as suggested by the Vision Zero movement, even one fatality is too many. Clearly, the Kanner Highway and SW Palm City Road intersections deserve attention.

VISION ZERO

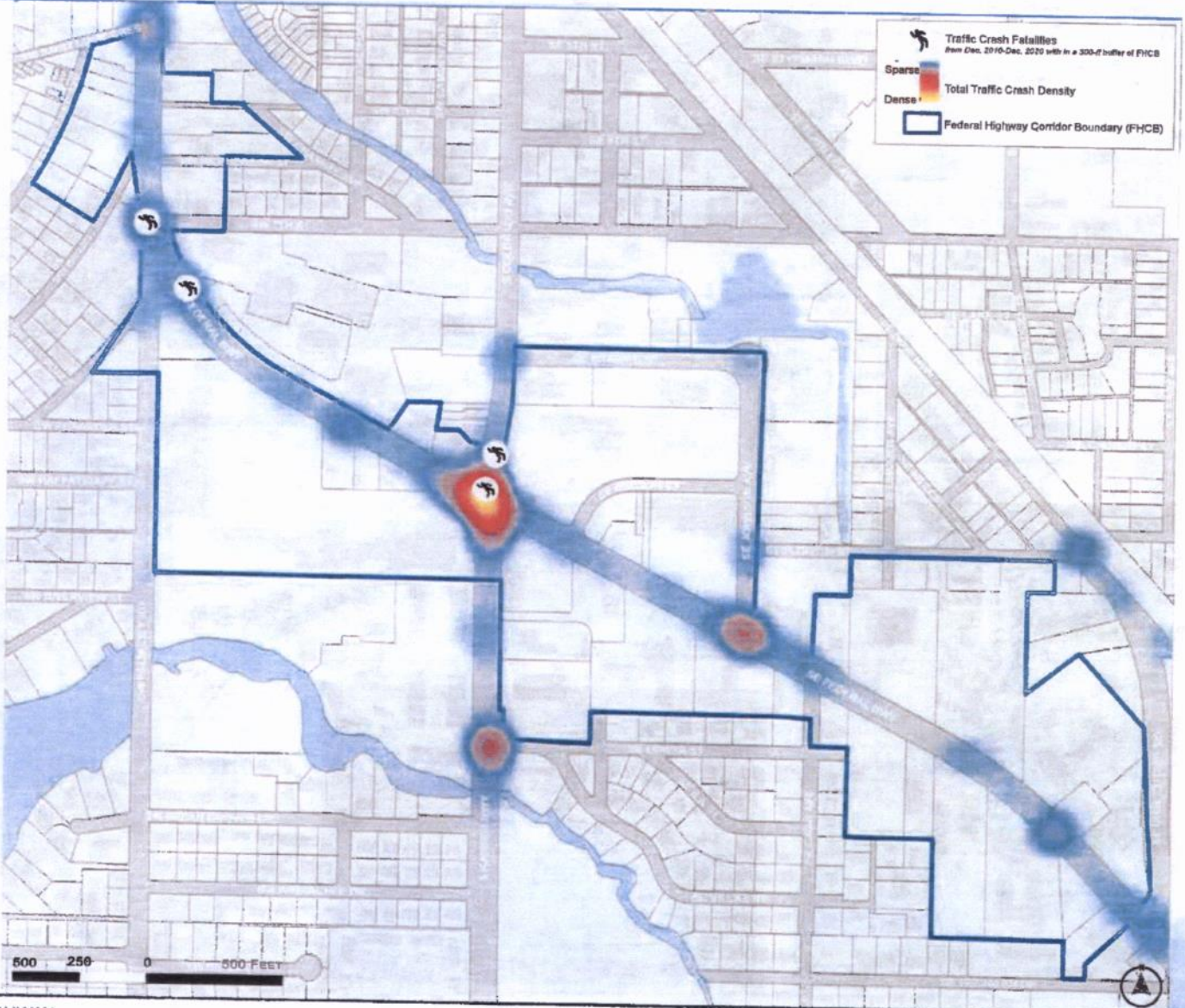
Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all. First implemented in Sweden in the 1990s, Vision Zero has proved successful across Europe — and now it's gaining momentum in major American cities. visionzeronetwork.org

The Martin MPO is pursuing a Vision Zero Initiative to move towards reducing traffic fatalities and serious injuries to zero. Its important that the study area be included in this effort and continued coordination with the City occurs.



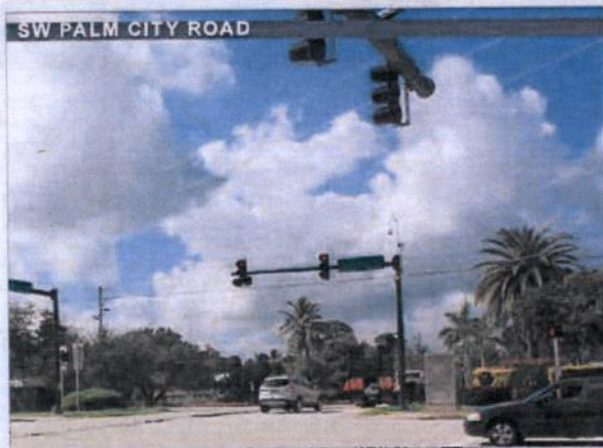
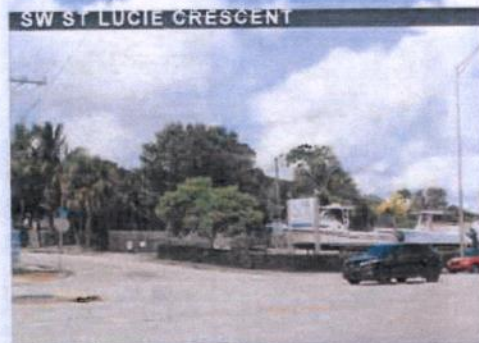
Figure 26 The above images were taken from the south end of the study area between SE Johnson Avenue and SE Dixie Cutoff Road. They are not reflected in the mapping of Crashes with Fatalities since they occurred prior to December 2010.

Figure 27 Crash data from Signal Four Analytics - University of Florida includes data from December 2010-2020.



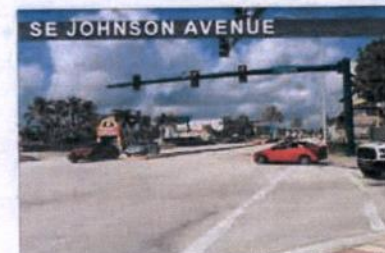
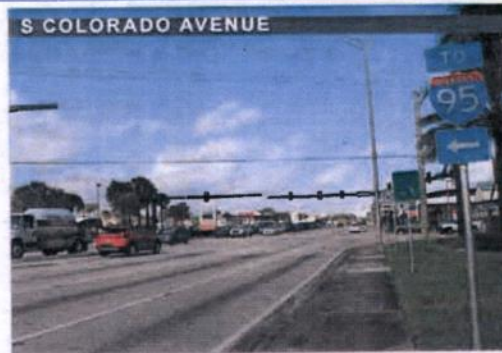
EXISTING CONDITIONS & BACKGROUND

SAFETY



CROSSWALKS

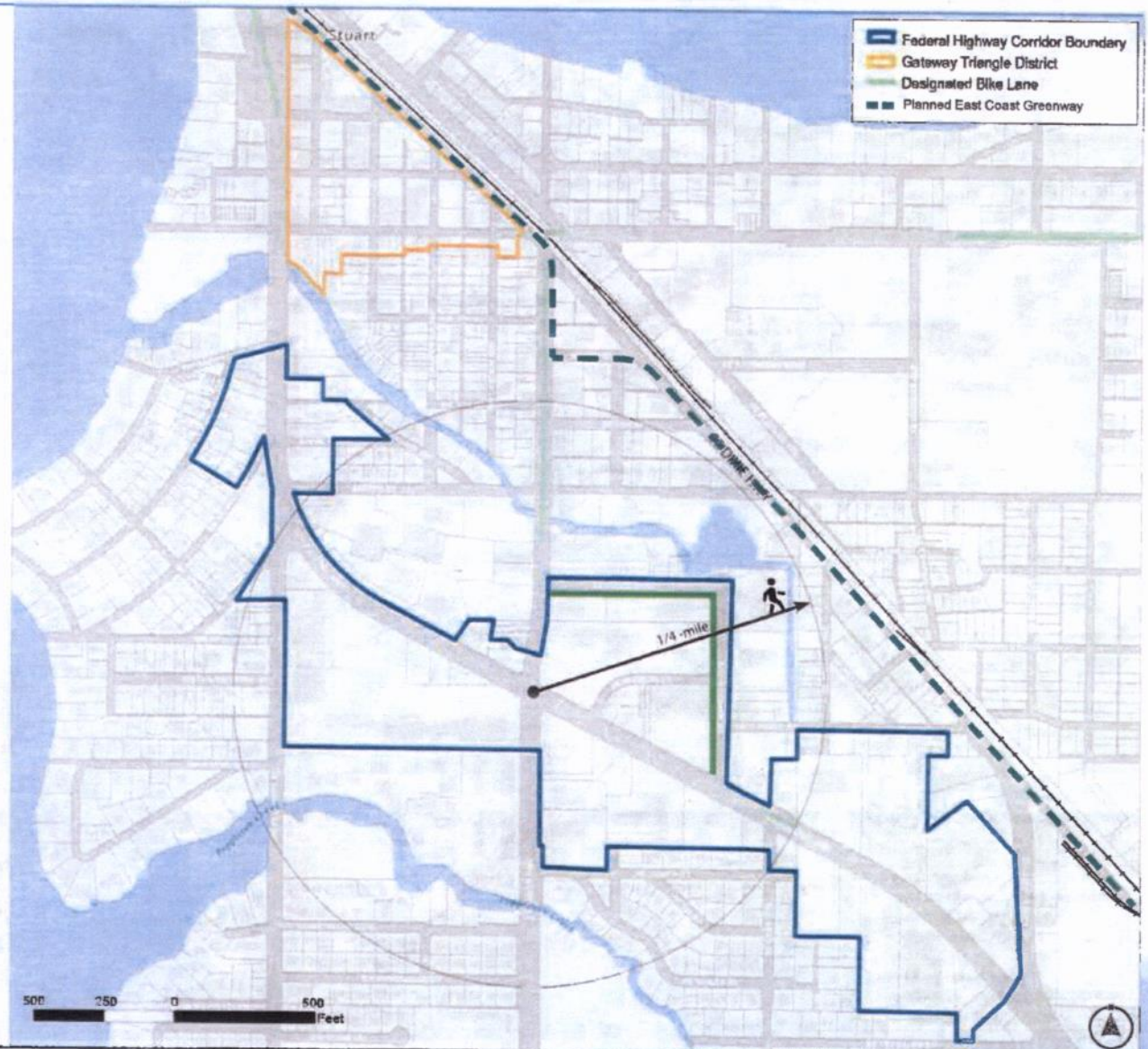
There are only three locations along the one-mile corridor where formalized crosswalks are provided to enable pedestrians and cyclists to cross from one side of Federal Highway to the other. Despite their proximity, the lack of safe facilities makes it very challenging for non-vehicular connectivity between the neighborhoods to the south and downtown Stuart.



Stuart does not have a robust connected bike network, although recent roadway improvements have included designated bike lanes. Near the study area, S Colorado Avenue was the site of a Complete Street effort which reduced the number of travel lanes, added on-street parking, and wider sidewalks along with the designated bike lanes. Properties have seen a great benefit since the improvement. After the completion of S Colorado Avenue, SE Johnson Avenue and SE Kindred Street were also improved with on-street parking, newly landscaped bulb-outs, and designated bike lanes. In the following maps, S Colorado Avenue, SE Kindred Street, and SE Johnson Avenue are unique in the mapped area for their Complete Street improvements. SE Johnson Avenue and SE Kindred Street contain the only designated bike lanes in the study area.



Figure 29 Designation of bike lanes 2019 data from FDOT.



EXISTING PEDESTRIAN BARRIERS

The map to the right describes the barrier type between the sidewalk and the vehicular travel lanes. Physical barriers protect pedestrians. The barrier has the added benefit of providing speed reduction and further enhancing the safety of all roadway users when the barrier is on-street parking or shade trees. The portion of Federal Highway within the study area does not include any protected sidewalks. SE Johnson Avenue and SE Kindred Street include the only protected sidewalks in the study area.

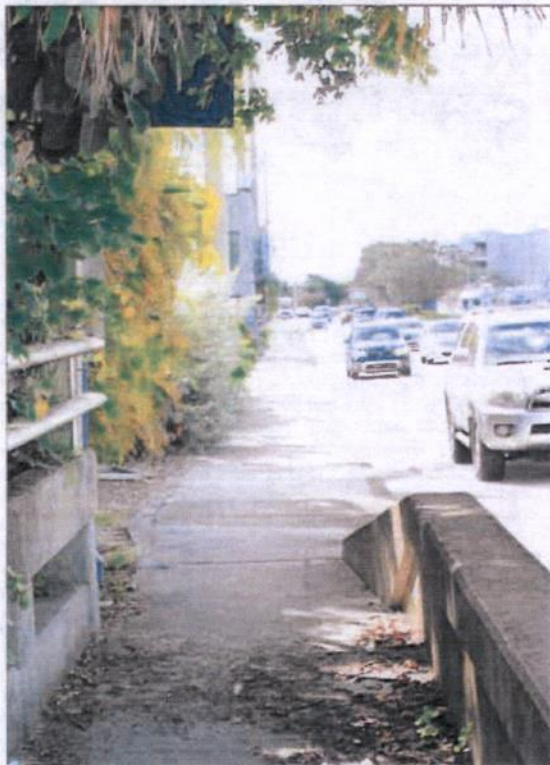
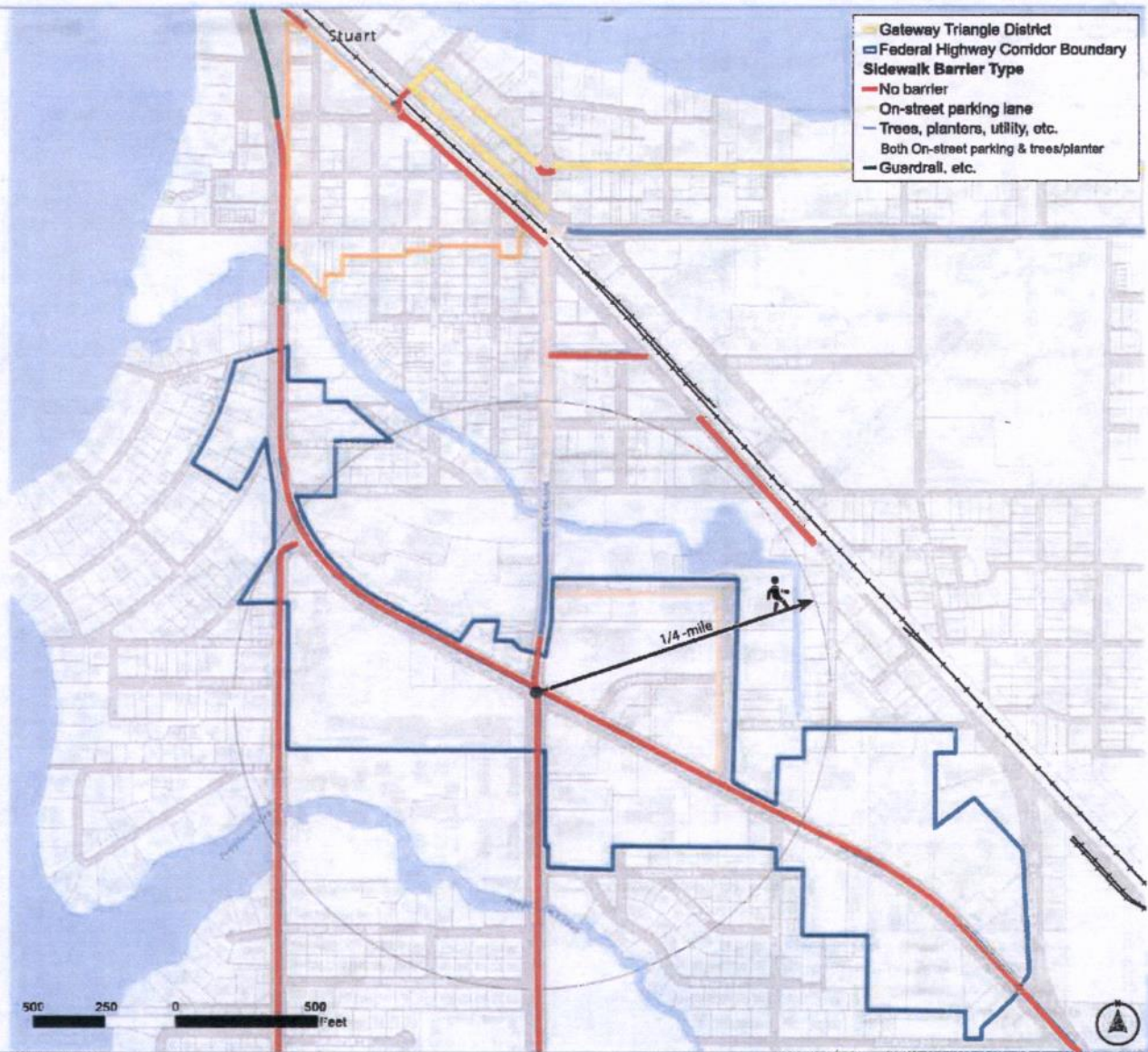


Figure 30 The image above is from the Frazier Creek bridge where an existing barrier guardrail is located.

Figure 31 Pedestrian barriers 2019 data from FDOT.



EXISTING SIDEWALK WIDTHS

The typical sidewalk within the study is 7' wide. Unfortunately, the sidewalk on Federal Highway is often interrupted with significant obstructions and does not provide a continuous safe clear path for users.

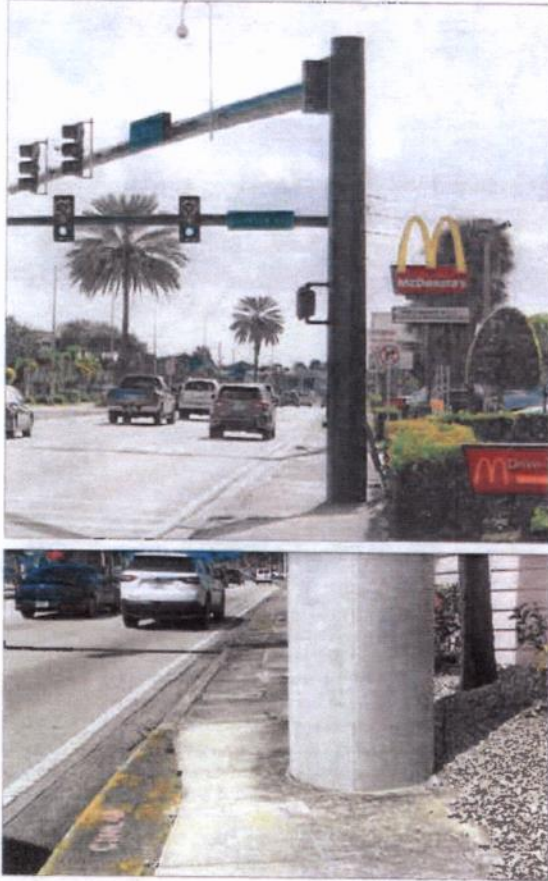
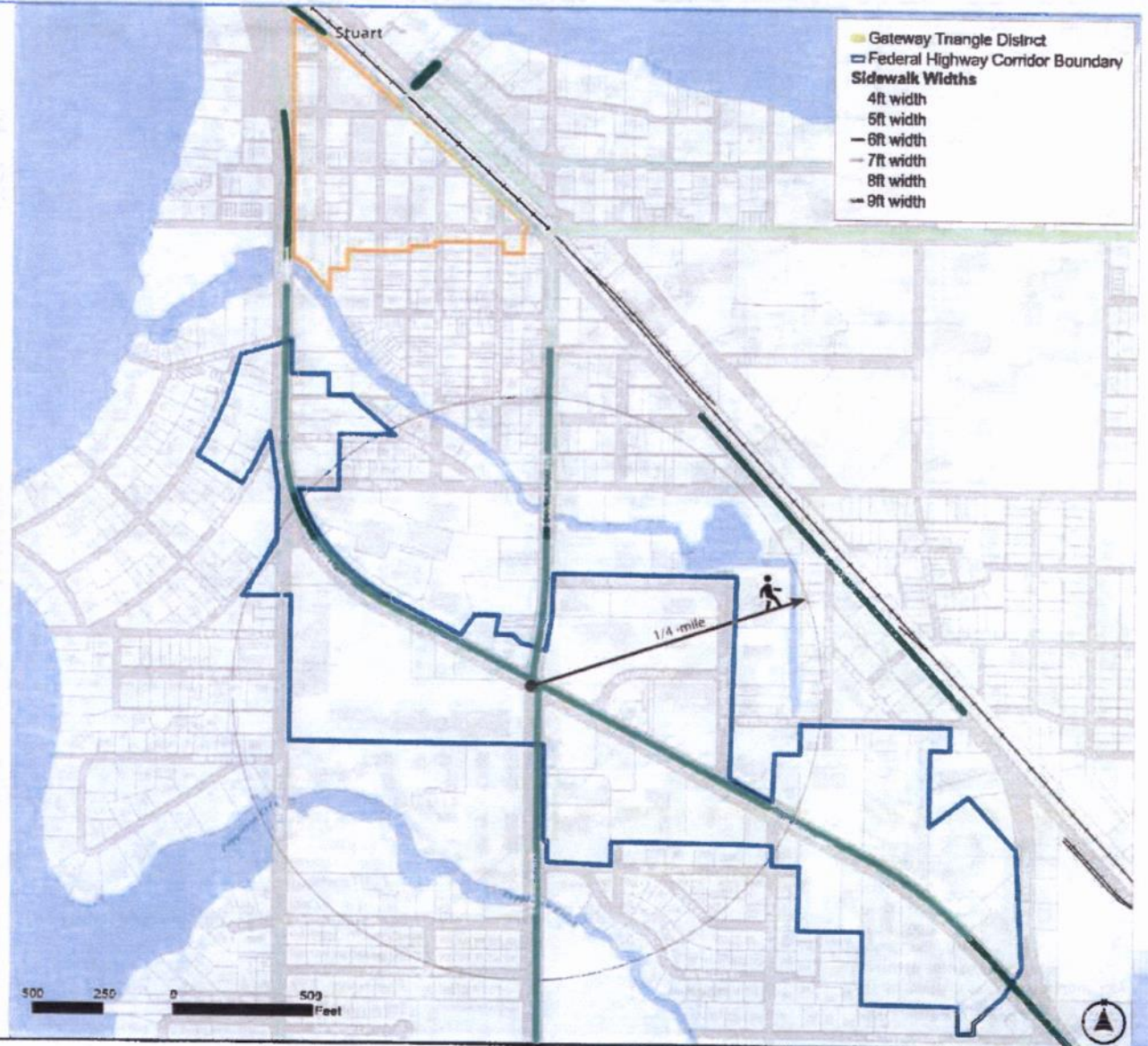


Figure 32 Images above show locations where the 7' sidewalk is obstructed by a utility poles.

Figure 33 Sidewalk widths 2019 data from FDOT.



EXISTING CONDITIONS & BACKGROUND

ANNUAL AVERAGE DAILY TRAFFIC

The annual average daily traffic (AADT) counts on Federal Highway show a noted change in the experience of the roadway in terms of volume. From Kanner Highway north to the Roosevelt Bridge, the AADT was recorded as 41,500 vehicles per day in 2019, while south of Kanner Highway the AADT was reported as 35,000 vehicles per day for the segment from Kanner Highway to Monterey Road. Based on FDOT from the AADT, there was an 11% decrease between 2016 and 2019 of vehicles per day. When comparing the FDOT historical data for the Roosevelt Bridge to Kanner Highway segment between 2017 and 2019 there is an increase of 2.5%. A complete traffic study could inform trends along corridor, but there are clearly different conditions in terms of volume north and south of Kanner Highway.

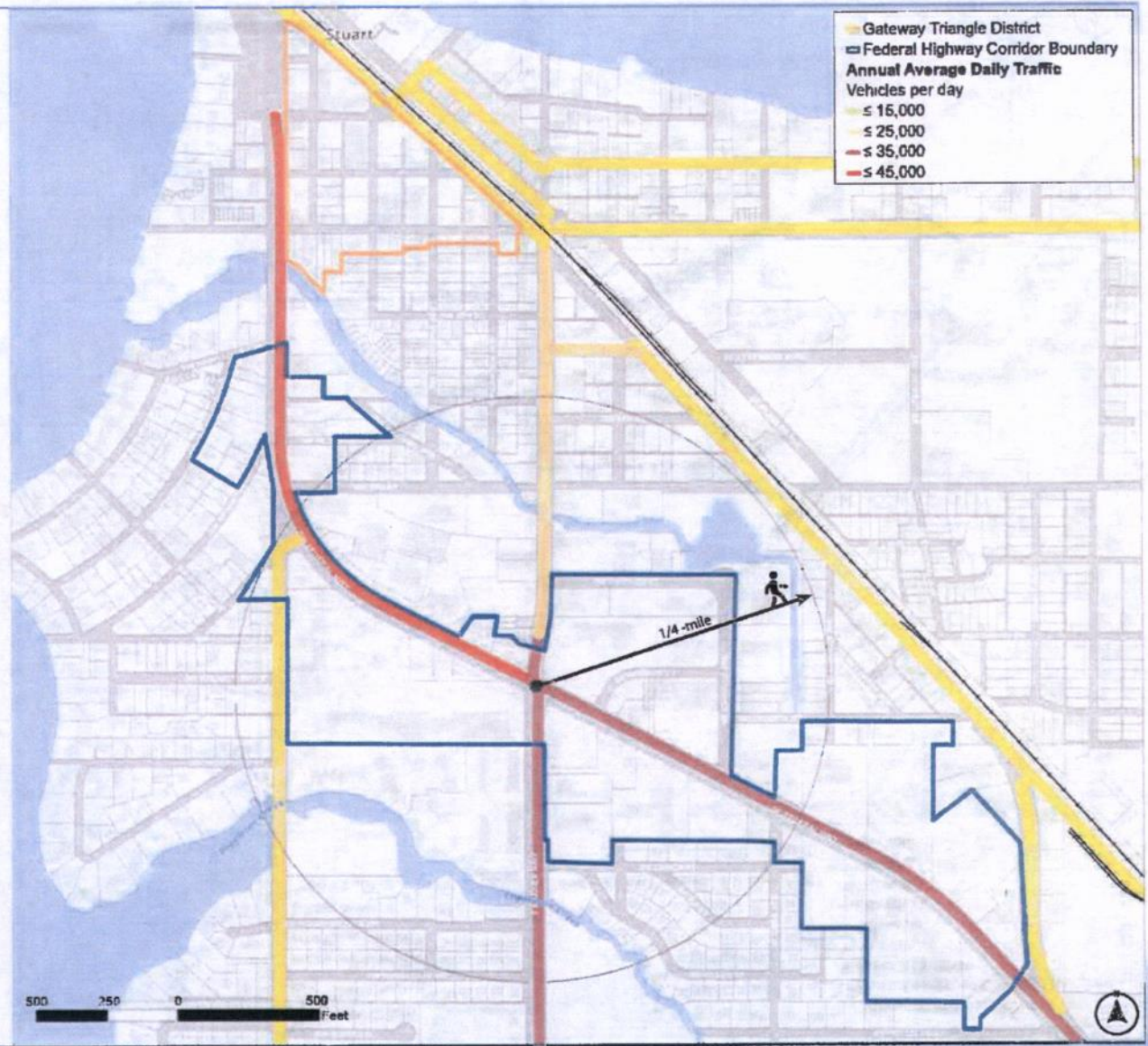
KANNER HIGHWAY & FEDERAL HIGHWAY



FEDERAL HIGHWAY AT SE DIXIE CUTOFF



Figure 34 Annual Average Daily Traffic measured by vehicles per day 2019 data from FDOT (<https://tdaappsprod.dot.state.fl.us/ltol/>)



EXISTING PUBLIC TRANSIT

Marty is a public transit system operated by Martin County. *Marty on the Move* (the 2020-2029 Transit Development Plan) is consistent with the requirements of the State of Florida Public Transit Block Grant Program. There are two Marty Bus Routes with stops on Federal Highway in Stuart. Route 1 is shown in yellow and Route 3 is shown in purple. Route 1 runs the length of Federal Highway from Salerno Road to the south to the Treasure Coast Connector which operates in St Lucie County to the north. In 2018 there were 83,467 riders on the Marty. In the Transit Development Plan 2020-2029 the number one priority identified was to split route 3 into a route 3a and 3b. The plan also called for doubling the frequency of Route 3. The stops that service both Routes 1 and 3 are minimal and do not include shelters or benches and are noted with just a simple sign indicating the route number and no other information. These are in contrast with the Marty stops elsewhere in the County which provide, at a minimum, a shelter and bench.

The City also has a micro-transit system within the downtown area called Stuart Tram. Many of these stops do include a shelter, benches, trash, and recycling bins as well as Tram information like route maps and contact numbers. This same level of service should be extended to Marty stops throughout the City including the study area.

The recent 2019 Stuart Downtown Tram Business Plan provided recommendations for the Tram's continued service. Coordination between the two fixed-route systems should be continued.



Figure 35 Typical Marty transit stop with shelter and bench. The pictured stop is at Indian River State College on Salerno Road.

EXISTING TRANSIT

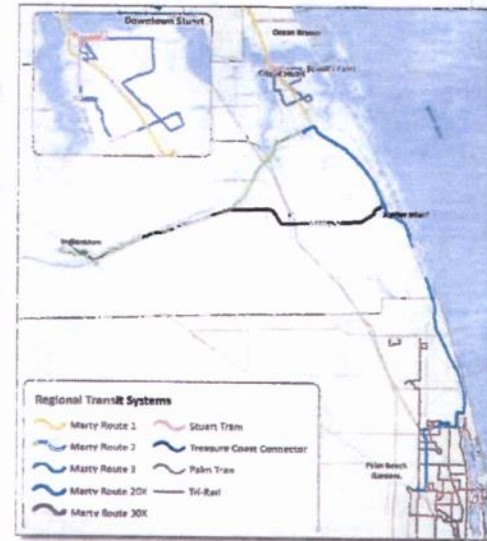


Figure 36 Typical Marty transit stop in study area. No bench, shelter or shade is provided.

Martin County 10-Year Transit Needs



NATIONAL FLOOD HAZARD

When considering redevelopment and long-term investment, it is prudent to understand the flood risk and sea-level rise projections of the area. To the right and on the following page are maps of the National Flood Hazard Area and the NOAA Sea Level Rise depth projection as they apply to the study areas.

In the map of the National Flood Hazard Area to the right, most of the Federal Highway and Gateway Triangle study area are well outside the 1% and 0.2% Annual Chance of Flood Hazard. There are, however, properties adjacent to Frazier Creek inside the study area that indicate more vulnerability to flood hazard and fall into both the 1% and 0.2% Annual Chance Flood Hazard.

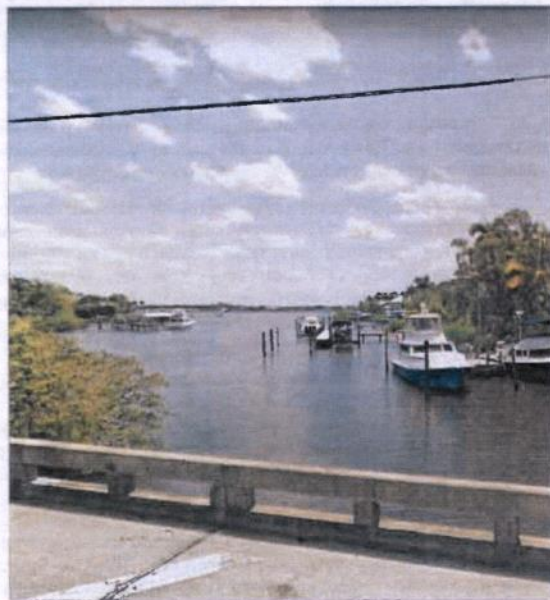
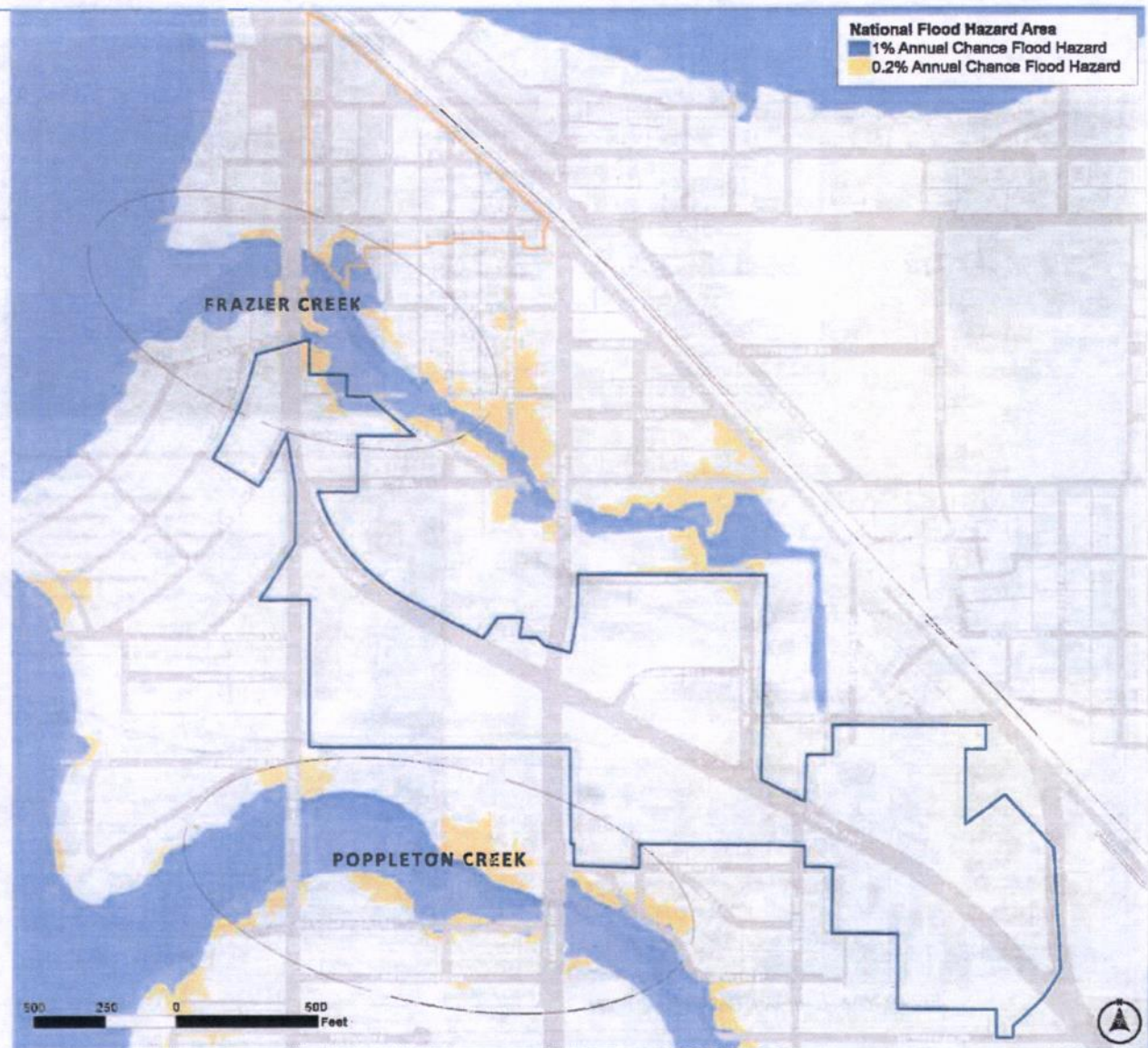


Figure 37 The image above of is taken from Poppleton Creek from bridge over SW Palm City Road looking west.

Figure 38 The National Flood Hazard Layer (NFHL) data incorporates all Flood Insurance Rate Map (FIRM) databases published by the Federal Emergency Management Agency (FEMA), and any Letters of Map Revision (LOMRs) that have been issued against those databases since their publication date. It is updated on a monthly basis. The FIRM Database is the digital, geospatial version of the flood hazard information shown on the published paper FIRMs. Updated: 02/19/2020



NOAA SEA LEVEL RISE

The map on the right illustrates sea level rise projections for 2030, 2060, and 2100 in increasingly dark shades of blue. The most dramatic is 2100 in the darkest shade of blue. The data projects a sea-level rise of 81" or 6'-9" from the present date to 2100.

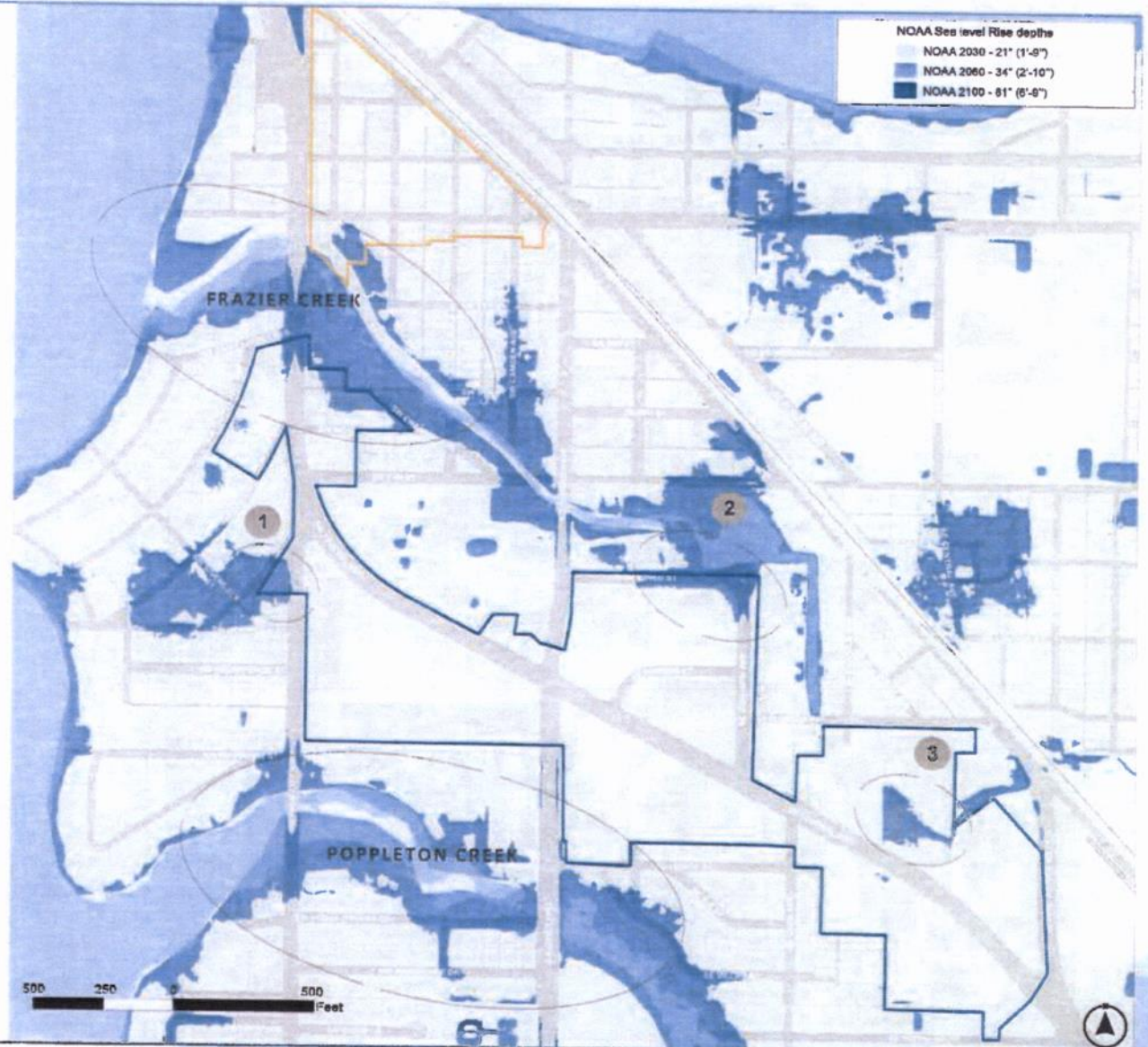
The vast majority of both study areas remains outside even the 2030 projections of 21" or 1'-9". Again, properties near Frazier Creek show potential impact from sea level rise like that of the National Flood Risk Map. In addition to Frazier Creek there are three other locations within the study area where a projected impact from sea level rise is indicated:

1. The north side of Palm City Road on land that is already City-owned and functioning as part of the stormwater management system as dry retention. This use will continue to be important on this site.
2. Further east on Frazier Creek where there is existing stormwater infrastructure and storage at Bruner Pond Park.
3. The last is the mobile home community of Holiday Mobile Home Park which has existed in the same configuration since 1954. The community sits very low and projections show inundation at 2060 projected levels. It's important to note this community is one of the few residential properties on the corridor within the study area. Many residents are employed by businesses on the corridor at businesses such as Publix, Wawa, and nearby light industrial. This workforce and residents make up some of the diversity of mobility users on the corridor. This relationship is important to maintain because it removes vehicle trips from the roadway.



Figure 40 Image above is taken from the bridge over Frazier Creek looking to the east.

Figure 41 is a Sea Level Rise Scenario created for Martin County via Grant funding via the Institute for Water and Environmental Resilience and Enn Dedy Law, Creation date: 3/2019



SUMMARY OF PUBLIC INPUT

GROUP STAKEHOLDER INTERVIEW #1

SUMMARY OF CONVERSATION

A group interview session was hosted on November 18, 2020, through a virtual meeting room and included a diverse group of stakeholders from the Federal Highway corridor in Stuart. The conversation included a review of findings from Main Street America's survey, "The Impact of COVID-19 on Small Businesses," conducted March 25 to April 6, 2020, and recent Census data points on the effects of COVID-19. The survey results led to a conversation on how local impacts may, or may not be similar to national impacts. In the commercial real estate climate, stakeholders reported a significant impact on tenant lease agreements. Many tenants have renegotiated lease agreements with shorter terms, deferred payments, and reduced footprints. One broker reported that as many as 30% of leases managed had been renegotiated. In addition, there are some businesses within the study area who have closed and gone dark.

There are exceptions to some of the uncertain trends. The national increase in bike shop sales has also been observed locally. As a waterfront community in a warm climate, brokers in Stuart have also observed increased economic activity in boating, camping, and related outdoor-focused retail and services.

Stakeholders cautioned that COVID-19 pandemic trends are temporary and that many challenges on Federal Highway existed before the pandemic. Along the study area, there is significant empty commercial space and vacant property. The pandemic was noted as an accelerator of existing trends such as reduced demand for traditional office space and growth in residential housing demand of all types. Of note, there is interest in developing co-working and flexible workspaces. A stakeholder noted there has been a 97% increase in residential sales from August to December 2020.

Participants noted additional acute stress which affected the corridor this summer with the closure of the Roosevelt Bridge. The Roosevelt Bridge, located to the north of the study area, was closed on June 17, 2020, due to a detected failure in a routine inspection. FDOT worked diligently to repair the bridge and ensure safety. The closure significantly reduced the amount of vehicular traffic on a portion of the study area. The six travel lanes of the Roosevelt Bridge were redirected to other routes between June 17 and June 27. A partial opening of the Roosevelt Bridge began on June 27 which allowed four lanes to return. By July 5 all six lanes were operational.

Outside of the impacts of COVID, existing trends, and bridge closures, the physical characteristics of Federal Highway were noted as limiting the quality of the corridor and impacting the economic activity. Stakeholders discussed the lack of pedestrian or vehicle lighting in the study area. Enforcement of signage code and improved signage quality was also noted as a way of improving the overall quality of the corridor. Other topics brought before the group included the annual average daily traffic as collected by FDOT in 2019, and the poor quality of crosswalks observed on the corridor. The two relate to concerns about safety on Federal Highway. Safety is critical because as one stakeholder put it, "We'd like to see this study show ways to connect this corridor to Downtown for pedestrians and [in] perception." The study is geographically very close to Downtown which has the potential for tremendous value for many uses.

In recent history, South Colorado Avenue was a significant corridor improvement within the City. That project saw an increase in market values of 25% and an 11% reduction in vacancies in two years. Participants in the call noted the success of that street improvement hinged on the extensive door-to-door outreach to property owners and that partner advocacy groups in the City were key to advancing the project. The same strategies could be key to advancing recommendations for Federal Highway.

For information purposes, it was noted that the study area is included in the Community Redevelopment Agency. Information was provided about some of the existing incentive programs.



Figure 42 Images of participants in the Group Stakeholder Interview from November 18, 2020.

SUMMARY OF PUBLIC INPUT

SUMMARY OF POLLING

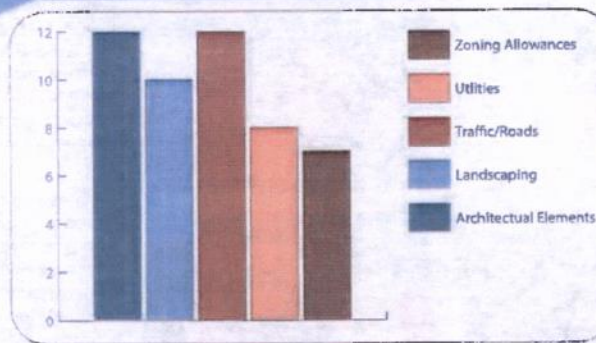
During the group interview a series of polling questions were asked. Those responses are summarized here.

In reference to US1, what is your role as a stakeholder?

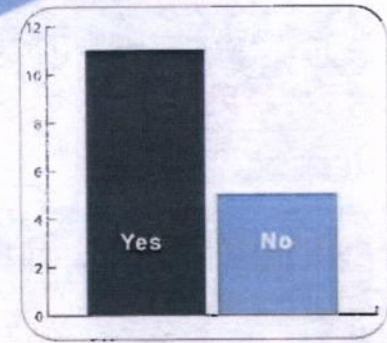
The interview included representatives from:

- Economic Development
- Nonprofits
- Chamber of Commerce
- Realtors
- Agency Representatives
- Business Tenant
- Property Owners
- Residents

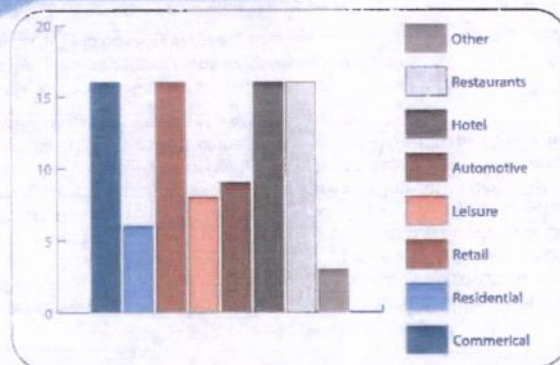
In what ways has the US-1 Corridor been negatively impacted by COVID-19? Select all that apply.



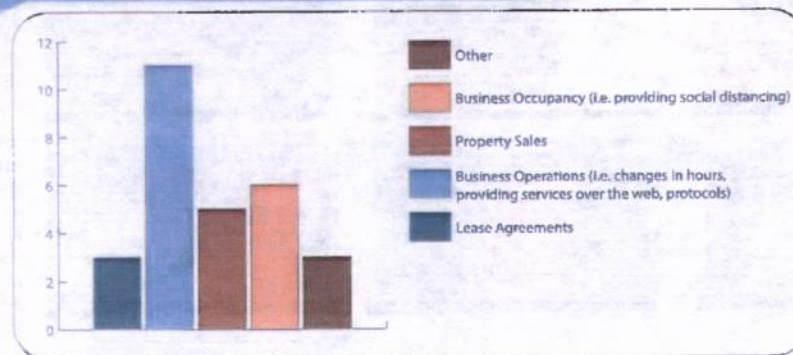
Are you already familiar with the extends of the CRA?



What uses do you see appropriate for the US-1 Corridor? Select all that apply.



Which of the following improvements do you believe would have the highest positive impact on the US-1 Corridor? Select all that apply.

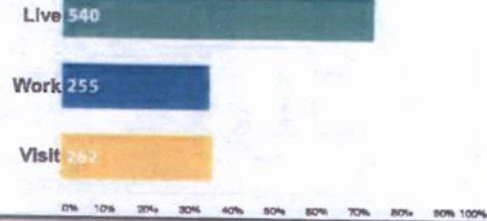


SURVEY RESULTS

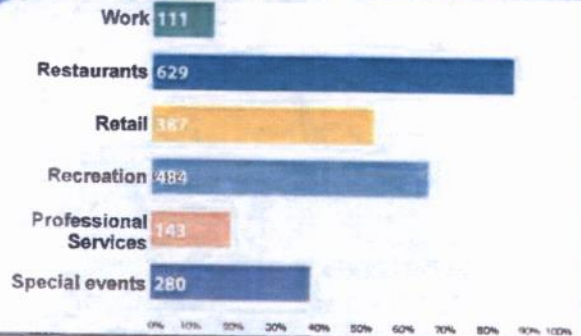
TOOK THE SURVEY?

A community survey was conducted between November 12th and December 18th, 2020 and received over 700 responses. The survey was distributed through social media on Instagram and on Facebook. It was distributed through community organization groups and the local television news featured it in their evening program and online.

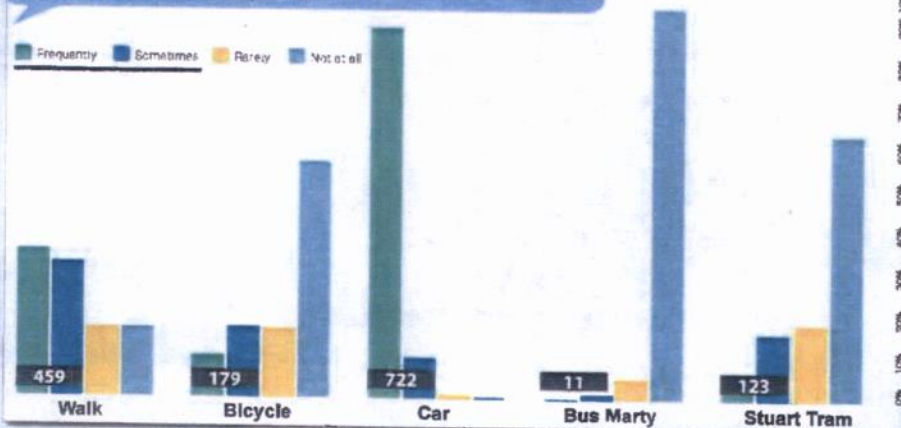
Do you live, work or visit Stuart?



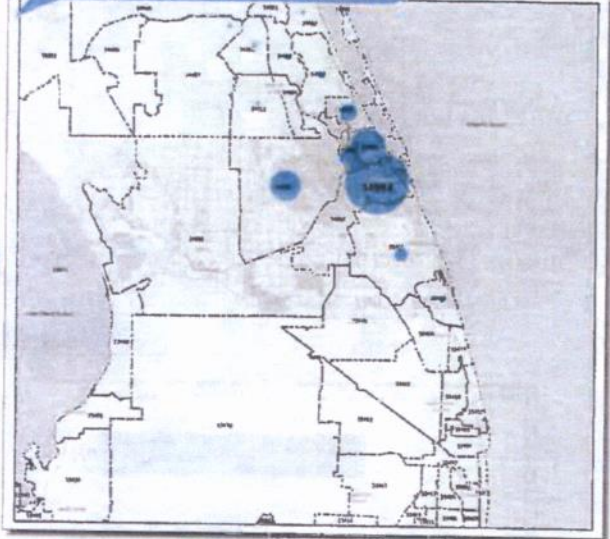
What is your top destination in downtown Stuart? Select the top three.



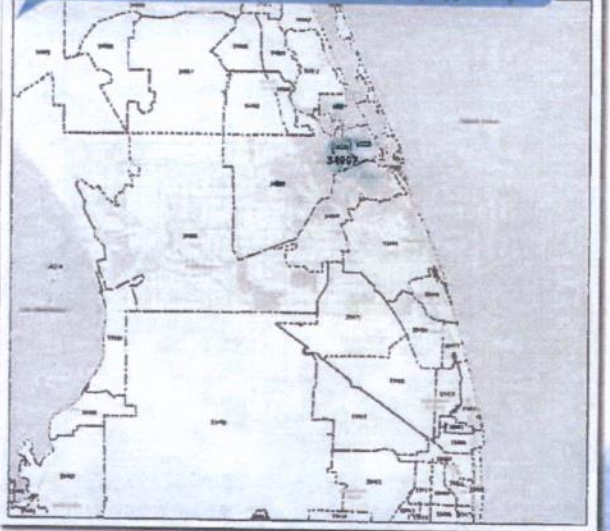
How often do you use the following when traveling in Stuart? Select one for each mode of transportation



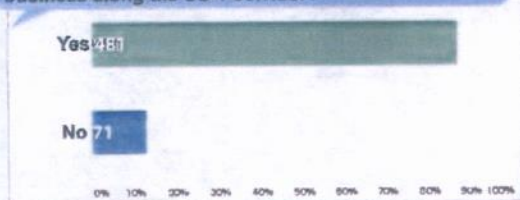
In what zip code is your home located?



In what zip code is your business located? (If applicable)



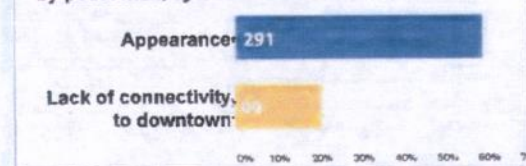
Do you think COVID-19 pandemic has affected business along the US-1 corridor?



What do you feel are impediments for existing and new businesses along US-1 in Stuart?

- Businesses are not visible from street and have poor quality signage.
- There were comments regarding the over-retail of the area.
- Access - Moving in and out of lots - connected parking lots - joint parking lots entry/egress. Maneuverability. Many wrote about the challenges in making left hand turns and turning into and out of businesses
- Speeding - speed was mentioned several times and also contributes to the maneuverability issues
- The importance of ADA and considering walkers and seniors.
- Green space and wildlife.

Not easily accessed
by Marty, Stuart Tram, 104
by pedestrian, cyclist

[illegible]

A horizontal bar chart with two bars. The first bar is green and labeled 'Yes' with the value '195'. The second bar is blue and labeled 'No' with the value '322'. The x-axis represents percentages from 0% to 100% in 10% increments.

Response	Count
Yes	195
No	322

[illegible]

ABOUT US-1 IN STUART

Treatment	Percentage of 'No way, I'd never cross US-1!' responses
A: Existing Condition	80%
B: Textured Crosswalk with Median Refuge & Signage	175%
C: Elevated Textured Crosswalk with Median Refuge Signage & Enhanced Lighting	234%
D: Reduced Vehicle Travel Lanes from Six to Four	105%

EXISTING CONDITION

TEXTURED CROSSWALK WITH MEDIAN REFUGE & SIGNAGE

ELEVATED TEXTURED CROSSWALK WITH MEDIAN REFUGE SIGNAGE & ENHANCED LIGHTING

REDUCED VEHICLE TRAVEL LANES FROM SIX TO FOUR

No way, I'd never cross US-1!

Response	Count
Yes	415
No	136

SUMMARY OF CONVERSATION

Responses from the group and feedback included:

- There is significant northbound traffic in the morning and southbound traffic in the afternoon. Mid-day traffic is difficult to navigate. The number of vehicles in the evening drops.
- Best way to address traffic is to enhance other roadways and create additional connections.
- Willoughby extension may bring more vehicles to the south end of the Federal Highway Corridor and away from Kanner Highway north to Joan Jefferson Way.
- A desire to encourage people to use SE Florida Street and SE Dixie Highway and the Willoughby extension could be a part of that connectivity.
- A desire to encourage people to use Dixie Highway and West Ocean Boulevard.
- Connecting 7th Street and Martin Luther King Jr. Boulevard over the Frazier Creek as described in the redevelopment plan from the CRA in 2002.
- Additional turn lanes, or dedicated turn lanes, such as the southbound right turn lane from US-1 to Kanner Highway in the MPO work plan could help move more vehicles south.
- There is concern about the safety of crossing Federal Highway.
- There is a desire for a parallel corridor from Joan Jefferson Way to W Ocean Boulevard since that area is the concentration for the most traffic and challenges to egress and ingress.

VISION WORKSHOP

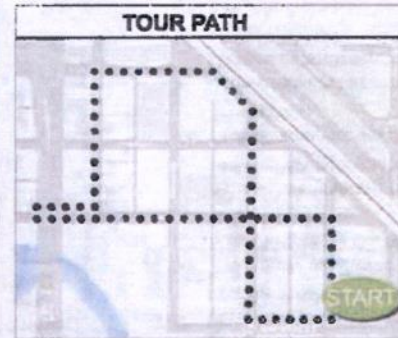
On Saturday, March 13, 2021, a visioning workshop and walking tour event was hosted by Treasure Coast Regional Planning Council and the City of Stuart. Over fifty people participated, including residents, business owners, elected officials, and City staff. The walking tour took the participants through portions of both study areas and provided firsthand experiences of the challenges and advantages in the district. The tour included a brief history of planning in the City, examples of mixed-use neighborhoods, and an introduction to Vision Zero and Complete Streets.

Feedback was provided through questions and answers along the walk and at "mini-presentations" which were facilitated by three presenters. When the tour was completed, participants were encouraged to test their road improvement concepts with the Complete the Street exercise as well as to provide feedback to facilitators at tables where they were scribed onto maps. Additional feedback was emailed by some of the participants. Feedback ranged from very general to very specific.

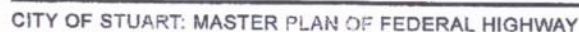
SUMMARY OF CONVERSATION BY AREA

BOTH DISTRICTS

- Broad support for mixed-use neighborhoods and projects was expressed.
- Maintaining a small-town and quaint feel continues to be an important quality of Stuart. Concerns for maintaining that are often expressed with comments or questions about appropriate height and density. That said, locations along US1 and in the Triangle District were seen as appropriate places for height and density by residents.
- Historic structures are a benefit and set the tone of the neighborhood. As one participant said, "We lose charm and character with every demolished historic structure. There is nothing that can replace the authenticity of historic original structures. So, few remain, and those that are left need protection. Celebrate and acknowledge all existing historic structures within the CRA and Main Street boundaries."
- The importance of more greenery with parks, landscaping, and bulb-outs was expressed repeatedly.
- There was interest in adding fitness stops along the creek and the Sailfish Healthy Trail.
- Landscaping shrubs are often higher than 18" and need to be trimmed to promote pedestrians visibility for vehicles drivers.
- For bike lanes, a preference for the buffered bike lane as opposed to the paint where feasible was expressed. The paint can be slippery for specific types of bike tires.



- There was a lot of concern about the safety of crossing, especially at SW Ocean Boulevard.
- The Intersection of Federal Highway and SW Ocean Boulevard could be the site of a totem pole or gateway feature.
- The textured stamped concrete at the edge of the sidewalk adjacent to the curb creates a navigability issue especially when on a bike.
- Many driveways are very steep and send sidewalk users into the flow of traffic on Federal Highway.
- There is a lot of sound from the traffic on Federal Highway, but the impact of landscaping is substantial at mitigating it as observed by participants. Water features were also recommended as means of mitigating the sound by a participant. There is an example of this at a local restaurant (Sailor's Return).
- Participants expressed the need for ADA accessible sidewalks and protected sidewalk conditions adjacent to the speed of traffic on Federal Highway. Currently, many light poles and power poles obstruct the sidewalks.
- Participants noted the need for more lighting along the corridor and well as attractive, pedestrian lighting.
- Missing uses mentioned include Urgent Care, upscale or boutique groceries like Trader Joe's, Whole Foods, and less desire for auto sales.



TOUR OF THE PLAN

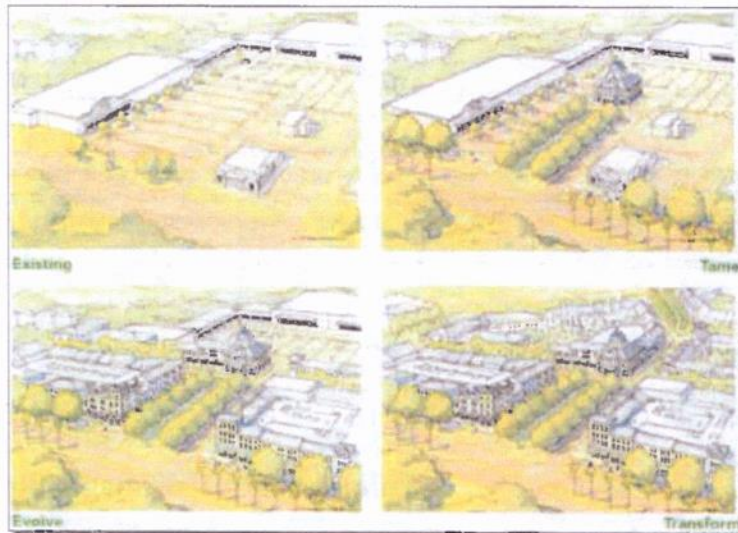
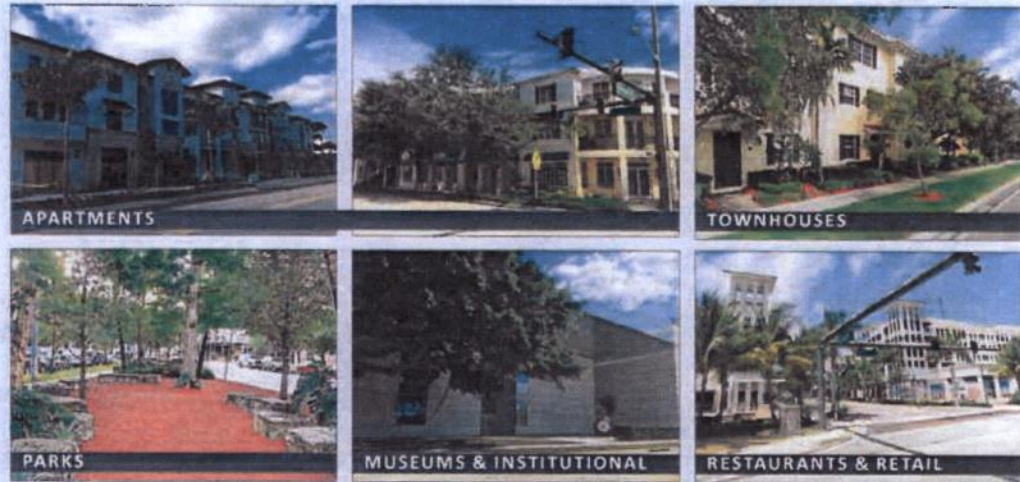
REDEVELOPMENT OPPORTUNITIES

It can be challenging to see beyond existing conditions like those present on Federal Highway and imagine uses other than what is on the ground today. Vacancies and large underutilized surface parking lots tell us that those current forms are not serving the community or current owners well. There are great potential benefits to infill redevelopment and transforming previously developed land into new more adaptable building forms and uses. Infill redevelopment happens between already developed land, and can be far more environmentally sensitive than any development in a greenfield or even at the edges of a town or city. Infill has the benefit of hooking into existing road and utility infrastructure. Infill redevelopment on previously developed land does not displace existing wildlife or destroy precious habitats. Redevelopment can even improve the stormwater conditions when large swaths of asphalt are replaced with rooftops and open space. Development in a greenfield or at the edges of the urbanized area expands the demand for services and lengthens commuting time. Initially inexpensive land to develop becomes more costly to service by the City, and more costly to live in because of the cost of transportation and lost time.

Figure 43 Images to the right show various locations along Federal Highway in South Florida where there are a variety of uses.

Figure 44 The illustrations below are from Seauford SC Master Plan by Dover Khol. They illustrate the transition over time from large, big-box footprints with large, front-loaded parking to a more vibrant active suburban neighborhood.

Figure 45 The aerial on the far right of the page highlights parcels on Federal Highway that are predominantly underutilized parking lots. These lots are prime candidates for redevelopment over time.



REDEVELOPMENT OPPORTUNITIES

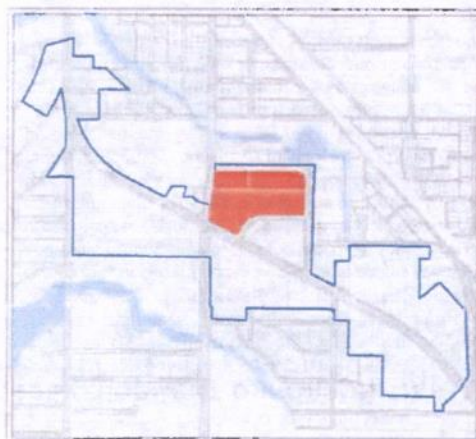
SEACOAST BANK PROPERTIES

This redevelopment plan illustrates design concepts for the incremental redevelopment of the Seacoast Bank campus and the Mayfair Shopping Plaza. The area is bounded by SE Kindred Street to the north, SE Johnson Ave to the east, SE Federal Highway to the south, and S Colorado to the west. SE Hudson Ct is a primarily east-west street that bisects the redevelopment area and separates the Seacoast properties from the Mayfair Plaza properties.

Seacoast Bank is a 90-year-old Treasure Coast institution which opened its doors as Citizen's Bank in downtown Stuart in 1933. On Labor Day 1961 the current bank opened at the corner of Federal Highway and Colorado Avenue. The bank was designed in the Mid-Century Modern style with a massive, anodized aluminum gold-finished solar screen that still exists today. A nearly 45,000 s.f. addition was constructed in 1984 and is connected to the original building, although it does not reflect the architectural character of the original structure.

The current Seacoast Bank properties are contiguous, north of Hudson Ct., and total 8.11 acres. This does not include the 0.97-acre parcel at the corner of S Colorado and SE Kindred Street which is the site of the Stuart Auto automobile service center.

The general concept for the Seacoast Bank properties redevelopment proposal is to preserve the original Seacoast Bank structure and celebrate its significance with a new axial green, remove the 1984 addition and provide residential opportunities throughout the campus. The proximity of this site to downtown Stuart makes it a perfect candidate for in-town residential within an easy walk to the shops and restaurants of downtown. The rendered conceptual plan illustrates new residential construction with pitched red roofs, existing buildings to remain shown as gray building footprints, and new commercial structures with flat roofs rendered in lavender. The plan contains a legend that identifies key elements of the plan. On the next page is a detailed description of each element identified.



LEGEND

- A Seacoast Bank Original Building
- B Seacoast Plaza
- C Seacoast Green
- D Colorado Townhouses
- E Courtyard Apartment
- F Hudson Courts
- G Stuart Auto
- H Seacoast Banking Centre II

REDEVELOPED

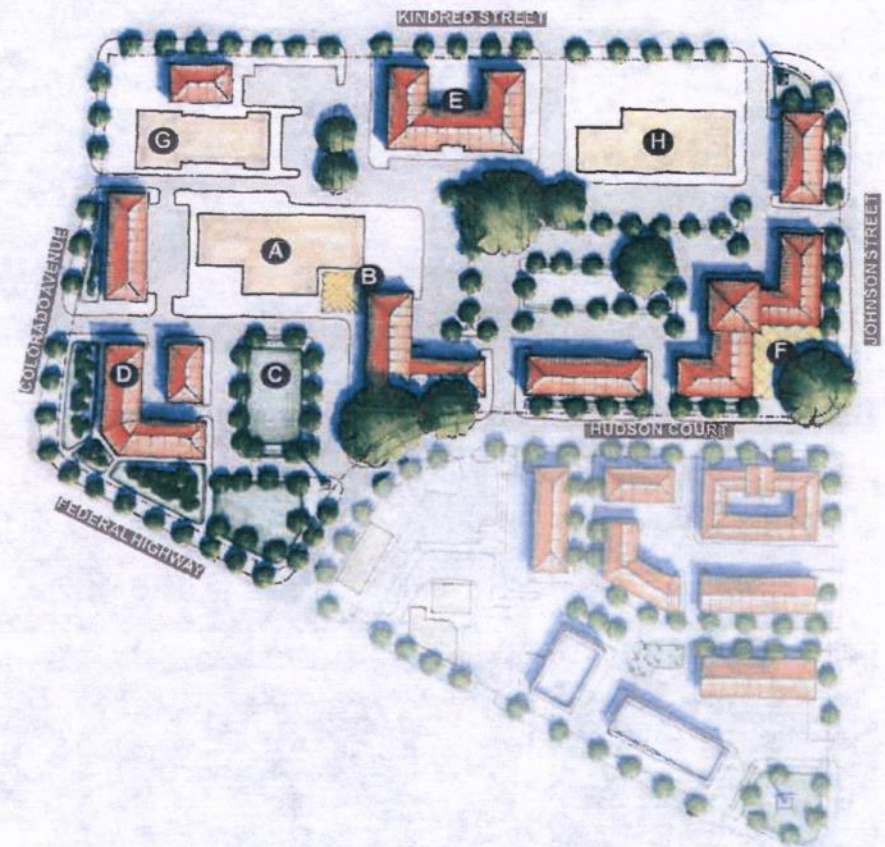


Figure 46 Conceptual plan illustrating design concepts for Seacoast Bank campus and the Mayfair Shopping Plaza.

REDEVELOPMENT OPPORTUNITIES

A. SEACOAST BANK – ORIGINAL BUILDING

As described in the introduction above, the original Seacoast Bank building was built in 1961 and is a good example of Mid-Century Modern Architecture. The recommendation is for the 1984 addition to be removed to accommodate parking and circulation for new residential buildings.

B. SEACOAST PLAZA

Defined by part of the front façade of the existing Seacoast Bank building and the front façade of new construction, the Seacoast Plaza is an opportunity to create an intimate gathering space adjacent to the buildings. If properly detailed, this plaza could easily become an extension of the ground floor activities of the adjacent buildings. While rendered as a residential building, the new construction adjacent to the plaza could have residential or non-residential/flex uses facing the plaza.

C. SEACOAST GREEN

As the preservation of the existing Seacoast Bank building is a central organizing element of the redevelopment plan, the proposed Seacoast Green is intended to emphasize the front façade of the building. Intended to be a formal but passive green space surrounded by shade trees, the Green is a contrasting accompaniment to the Seacoast Plaza which is hardscaped. The buildings framing the Green might take on a more Mid-Century or Deco character in their architecture to make for an interesting modern public space.

D. COLORADO TOWNHOUSES

The residential buildings facing Colorado are intended to be two or three-story townhouses with parking accessed from the rear. They are set back from Colorado Avenue and Federal Highway to accommodate the existing landscaped storm-water drainage areas.

E. COURTYARD APARTMENT

One of the most resilient and interesting of building types is the courtyard apartment building. This two-story “C” shaped building is multi-family residential with an intimate exterior space in the forecourt. This design would yield 24 residential units and parking would be accommodated on-street and in the surface lot to the rear. A similar, fully enclosed courtyard building is illustrated at the SW corner of Hudson Ct and SE Johnson Avenue which could yield an additional 18 dwelling units.

F. HUDSON COURTS

Hudson Courts on SE Hudson Court is a play on words for naming this proposed multi-family building. A prominent plaza space at the corner of SE Hudson and SE Johnson Avenue not only provides a gathering space for residents but also preserves the large existing shade tree on the corner of the lot. This three-story design would accommodate 35 dwelling units and provide a powerful entry into this new residential district.

G. OLDE TOWNE STUART AUTO

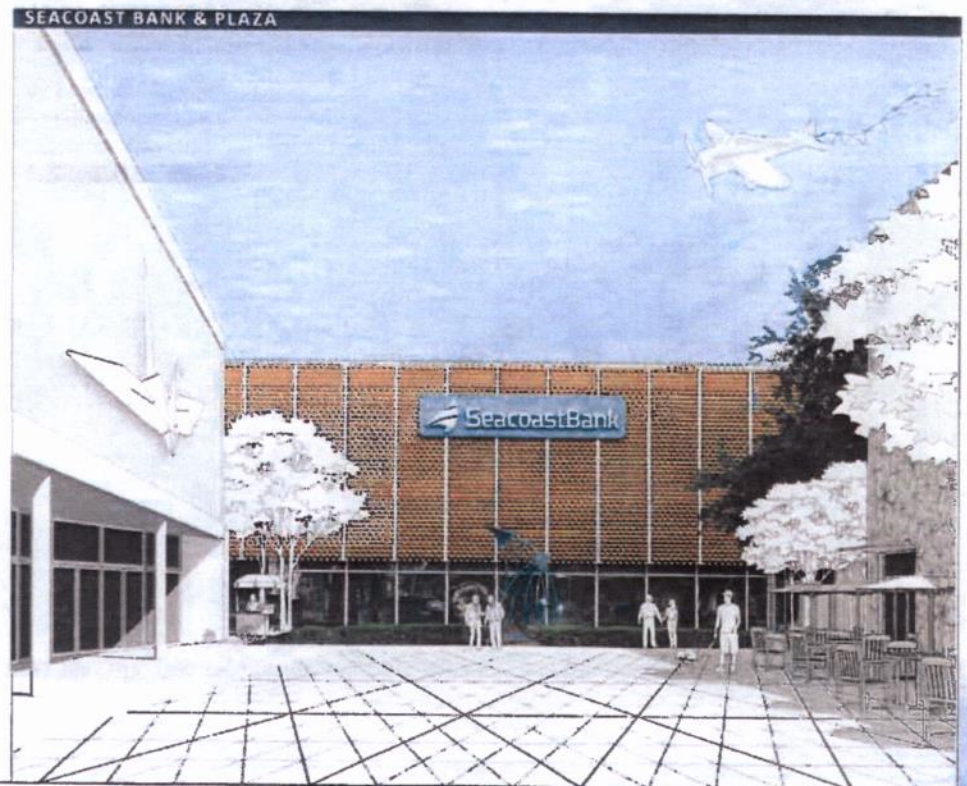
Olde Towne Stuart Auto is a long-established automotive dealership and repair shop at the corner of S Colorado Avenue and SE Kindred Street. The building is a low-scale Mid-Century Modern building that was built in 1956. The redevelopment plan recommends keeping the building and business. There is a new structure identified on the plan facing SE Kindred Street that is intended to replace the existing non-

descript building there. If the uses were to transition over time the buildings might create an interesting indoor/outdoor cafe and/or restaurant.

H. SEACOAST BANKING CENTRE II

The existing Seacoast Banking Centre II is retained in its current configuration in the redevelopment plan. The 27,529 s.f. building contains one, two, and three-story elements and has a large surface parking area to the west that is illustrated as the new “E” Courtyard Apartment building. If re-purposed over time, perhaps as incubator office or flex space, the parking demand might be reduced, and some parking could be converted to usable outdoor spaces. The city should consider all of the available parking within the redevelopment plan as a district-wide supply and factor a much greater rate of internal trip capture by providing a balance of uses especially residential.

Figure 47 Artist rendering of Seacoast Plaza with cafe and public outdoor space created by surrounding flexible use buildings.



REDEVELOPMENT OPPORTUNITIES

MAYFAIR PLAZA

The Mayfair Plaza proposal is less surgical than the Seacoast proposal and the recommendation is to remove the existing 46,686 s.f. strip center and redevelop the 3.14 acre parcel with residential and a limited amount of Federal Highway fronting commercial. According to the Martin County Property Appraiser's office, the existing plaza is actually comprised of seven individual buildings built between 1962 and 1969. Any of the original architectural character from the 1960s is unrecognizable due to many renovations over time. Despite being a series of contiguous, individual buildings built over time, the site design of the plaza is dominated with surface parking and is not conducive to pedestrian or non-motorized access.

The rendered conceptual plan illustrates new residential construction with pitched red roofs, existing buildings to remain shown as gray building footprints, and new commercial structures with flat roofs rendered in lavender. The plan contains a legend that identifies key elements.

I. NEW COMMERCIAL

The redevelopment plan illustrates two new commercial buildings facing Federal Highway. The buildings are intended to front US-1 with approximately 20' wide sidewalk/plaza spaces along the corridor. These two one-story buildings contain a combined 10,500 s.f. of leaseable space and parking is to the rear.

J. TRUSTCO BANK

The existing TRUSTCO Bank is at the corner of SE Hudson Court and Federal Highway. The building was recently renovated and is illustrated as remaining as is in the redevelopment plan.

K. NEW OFFICE OR RESIDENTIAL

New residential or office are arranged around internal streets with building fronts facing building fronts.

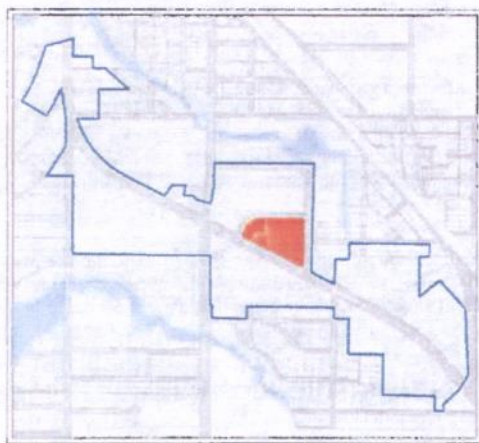
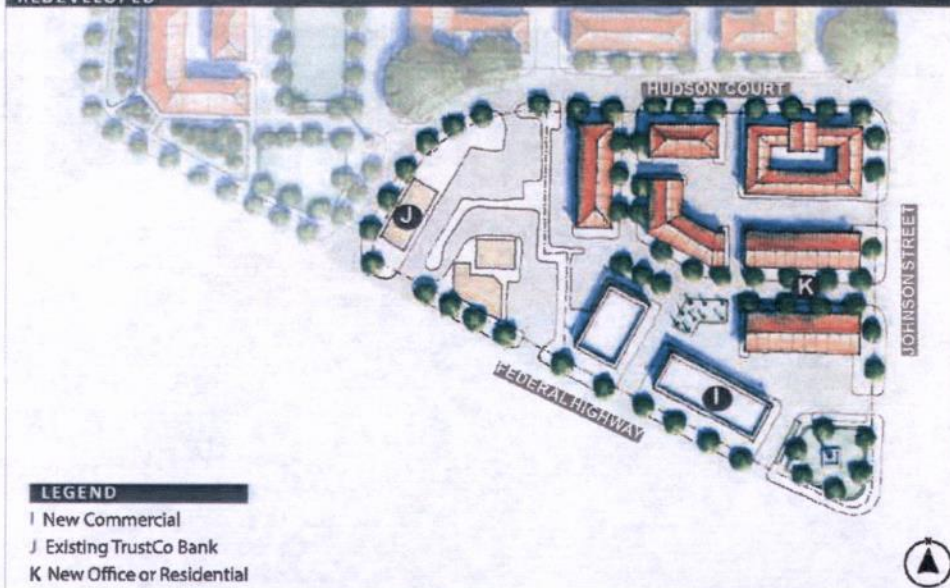
REDEVELOPMENT ILLUSTRATED DATA

Townhouses	55 d/u
Multi-family	77 d/u
Total residential:	132 d/u
Commercial:	10,500 s.f.
Total development area	11.25 acres

Figure 48 The image above right highlights the conceptual plan for the Mayfair Shopping Plaza.

Figure 49 The artists rendering below right illustrates new residential or office use spaces along internal streets, as called out "K" in the conceptual plan.

REDEVELOPED



REDEVELOPMENT OPPORTUNITIES

PUBLIX PLAZA

This redevelopment plan illustrates concepts for the Publix shopping center at the SW corner of US-1 and Kanner Highway. This 15.84 acre site is made up of 4 parcels (all under the same ownership) and does not include the northern-most parcel which was a Wendy's restaurant until it was recently vacated. The center has a total of 152,826 s.f. of leaseable space and is comprised of seven buildings built between 1959 and 2001. The center is a conventional, one-story suburban model with expansive surface parking lots which make access by foot or bicycle undesirable. Despite these difficult conditions many shoppers do arrive by foot, bicycle, or more recently golf carts.

The center has experienced vacancies during the Pandemic and considering its proximity to downtown Stuart, in addition to its dated suburban format, this site seemed an obvious candidate for exploring redevelopment concepts. While no market study has been conducted during this process, there is the prevailing fact that most areas in Florida have an overabundance of retail space and, especially in an urban context, a balance of those uses with residential is appropriate. This is evidenced in recent reports of strong market support for residential development within the Stuart study area.

In addition to a shift in land uses favoring in-town residential, this plan recommends rebuilding Publix in an urban format. Publix has expanded their building typologies to include multi-story stores with structured parking. This has enabled Publix to expand into tighter urban districts where residential growth can support a grocery store. These urban store types can be found in Miami Beach, Fort Lauderdale, Coral Gables, Orlando, and other locations throughout the state. An obvious benefit to the multi-story store and structured parking is that far less land is consumed with asphalt. This creates other redevelopment opportunities and can make bicycle and pedestrian access safer and more inviting which is essential for those who might be transit dependent. In addition, the removal of surface parking greatly reduces heat gain and can enable more robust landscaping.

REDEVELOPMENT ILLUSTRATED BY DATA

Illustrated Commercial footprint:	95,500-sf
Illustrated Comm. Parking spaces:	±360
Illustrated Residential footprint:	97,500-sf
62 TH Units all with garages to park 2 spaces	
Park or bioswale space:	24,000-sf

LEGEND

L	Publix
M	New Commercial
N	New green
O	Townhouses
P	Townhouses

EXISTING BY DATA

Existing Commercial footprint:	131,252-sf
Existing Comm. Parking spaces:	±680
Park or bioswale space:	0-sf

REDEVELOPED

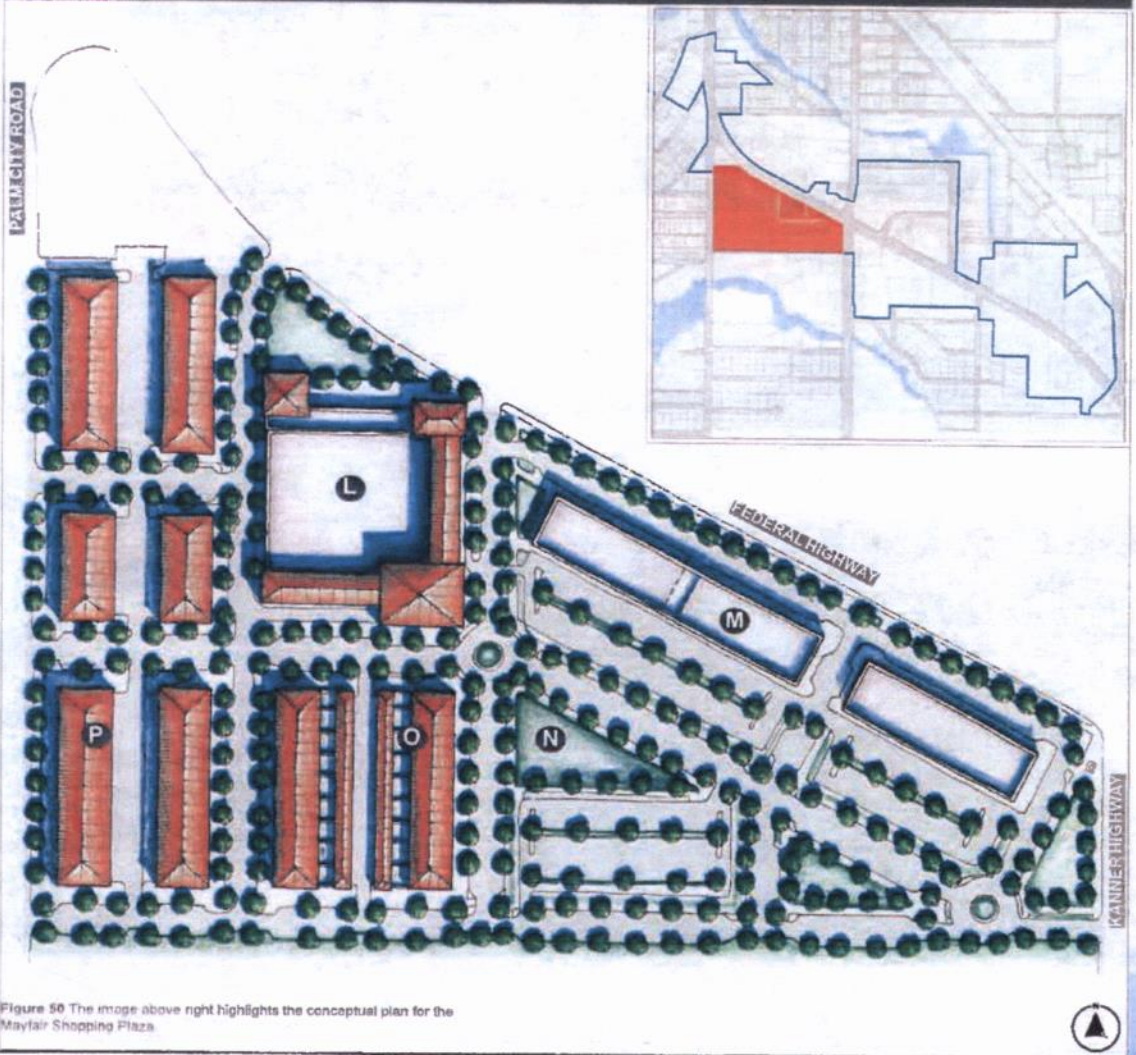


Figure 50 The image above right highlights the conceptual plan for the Mayfair Shopping Plaza

REDEVELOPMENT OPPORTUNITIES

L. PUBIX

The illustrated redevelopment concept assumes the complete removal and redevelopment of all buildings on the site. The first phase would include the construction of a new Publix "L" developed in the multi-story urban format. This construction could be sequenced such that the existing Publix could remain in operation during the bulk of the construction of the new Publix. Unique opportunities are afforded with this redevelopment including the creation of a new park and outdoor seating area facing Federal Highway. If properly detailed and shaded this space would be perfect for lunchtime dining. While there will be some challenges to access and parking to the existing Publix during construction, these concepts should be explored.

M. NEW COMMERCIAL

Either simultaneously or in a following phase the strip of shops along the southern property boundary and the out-parcels facing Federal Highway should be removed. A smaller row of new shops "M" are illustrated directly fronting Federal Highway with a parallel driveway and on-street parking. This driveway and shopfront sidewalks should be detailed so that sufficient space and shade are provided for outdoor seating. The COVID-19 Pandemic has necessitated a vast increase in outdoor dining to accommodate social distancing. This trend needs to be continued in new construction to accommodate any future conditions and new consumer desires. The bulk of the parking for these new shops occur behind the buildings in a reconfigured parking lot that includes intermittent shaded green spaces.

O & P TOWNHOUSES

The rendered-roof buildings illustrated in the redevelopment plan that lie just south and to the west of Publix are new townhouses. The units labeled "O" are designed with rear courtyards and garages while other more affordable units which are labeled "P" do not have rear yards and parking occurs in garages located within the ground floor of the unit.

The design concepts here are intended to provide a mix of housing and a new Publix on an old strip center in a manner that creates a desirable residential and business environment. There is creation of a shaded street network that encourages walking and biking. In addition, residential is now proposed to face SW Palm City Road. This would repair the current condition of the existing center backing up to SW Palm City Rd and exposing storage, deliveries, and trash pick up to the residents across the street.

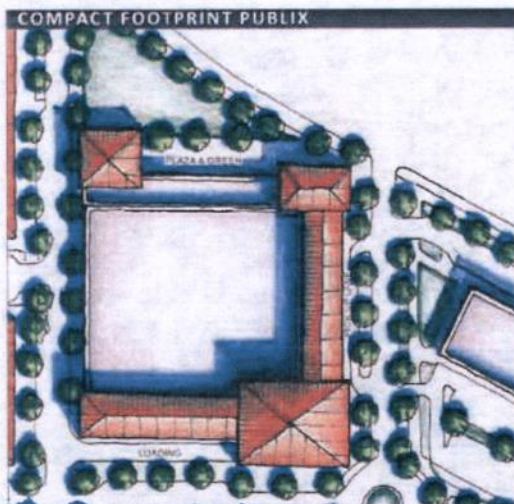


Figure 51 Concept plan for a new Publix fronting the street and providing public outdoor space and a new park.



Figure 52 Image of a Publix located in Fort Lauderdale along Andrews Avenue.

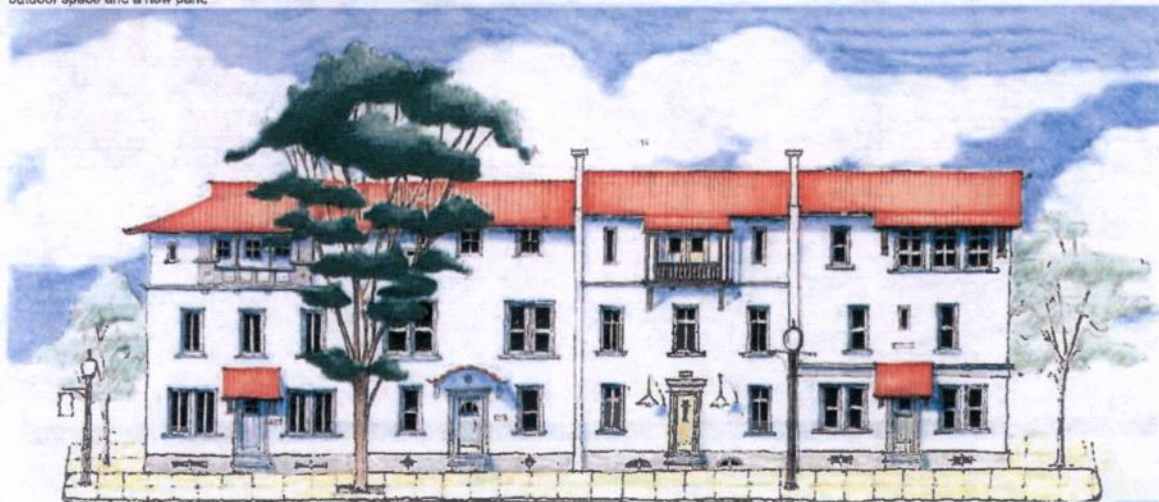


Figure 53 Illustration of the proposed townhouses which are labeled "O" and "P" in the plan.

MOBILITY & CONNECTIVITY

MANAGING TRAFFIC VOLUME

The public input resoundingly expressed the importance of managing traffic along the Federal Highway corridor. Managing the volume of traffic is best addressed through traffic evaporation as described in Figure 54 below. History has shown that adding lanes leads to a phenomenon called induced traffic where more capacity leads to more vehicles. On Federal Highway, within the study area, the 100' right-of-way is already built out to the maximum with six travel lanes. In contrast, traffic evaporation is achieved by diverting vehicle trips to another route where possible, public transportation such as Marty or ride-shares, and other modes of transportation like cycling and walking.

An example of a private trip not taken would be the employee that works from home occasionally or an entirely remote worker. A silver lining to the COVID-19 pandemic may be accelerating the trend towards utilizing technology and flexible work environments. Many people will, and have already, returned to the office, but there still may be lasting effects that are yet to be determined both locally and nationally.

The City can facilitate the use of public transit, cycling, and walking as means of transportation which can take some of the load of existing and future trip demands. This is where the relationship between land use and roadways design are linked. A mix of residential and commercial in a compact neighborhood can work together to reduce vehicle trips where people live close to where they work, go to school, and socialize. Before the proliferation of vehicles in American life, this was the basis of traditional neighborhoods. The traditional neighborhood of this type also depends on a variety of housing types and not a monolith of any one housing type. A diversity of housing types better meets the needs of an entire community and provides the housing that the workforce requires. Where housing and workforce align commuting distances are reduced and public transit, micro-transit, cycling, and walking become viable options.

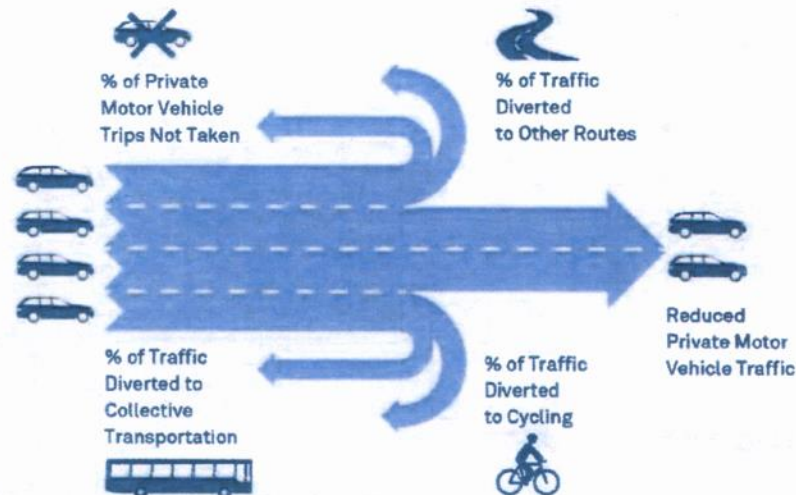


Figure 54 Graphic describing traffic evaporation. Research shows that when road capacity is shifted to other modes, some peak period traffic disappears from the network. Drivers shift to other modes, make trip at other times or shift destinations.



Figure 55 Neighborhood street with two lanes of travel, on-street parking and two story buildings close to the sidewalk. The public realm has a 1 to 3 ratio.



Figure 56 Arterial road with one story buildings set back from the street and parking lots in the front. The public realm has a 1 to 20 ratio.

MANAGING TRAFFIC APPEARANCE

The community survey responses overwhelmingly communicated the importance of the appearance of Federal Highway to businesses and the vision of Stuart as a unique small town. In conflict with that vision is so much space dedicated to asphalt on the Federal Highway corridor. Travel lanes are typically flanked with surface lots and buildings set back from the road. Not only does this create an inhospitable pedestrian experience, but it also creates a visually bleak landscape of asphalt for all users. Illustrated in Figure 57 are principles for attractive street design. Ideal height to width ratio is typically close to a 1:3 ratio with the width being three times the height. On Federal Highway today the typical ratio is between 1:10 and 1:20. Bringing buildings closer to the street and parking to the rear or side, and adding shade trees can reset the ratio by framing the street and diminishing the appearance of space dedicated to vehicles.

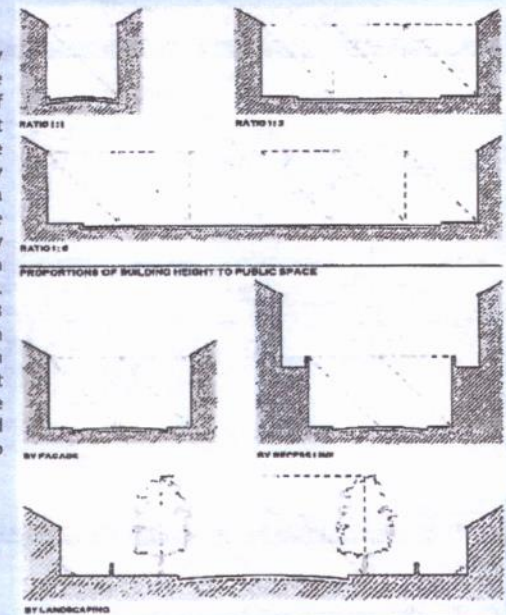


Figure 57 Public realm ratios illustrated from Architectural Graphic Standards.

MOBILITY & CONNECTIVITY

COMPLETE STREETS

To contribute to traffic evaporation, it is necessary to make significant improvements on Federal Highway to create a "Complete Street" that is a safe, comfortable, and inviting. The City has made significant improvements to S Colorado Avenue, SE Kindred Street and SE Johnson Street. That same focus on providing a complete street should continue to Federal Highway through the study area. Public investment in Federal Highway can generate renewed energy and redevelopment. Recent complete street efforts on Tequesta's Federal Highway frontage have been a catalyst for infill redevelopment where vacant car lots are slated to be redeveloped as townhomes.

Source: City of Tequesta, "Tequesta's Federal Highway Frontage," 2010. Available at: <http://www.tequesta.org/transportation/complete-streets/>

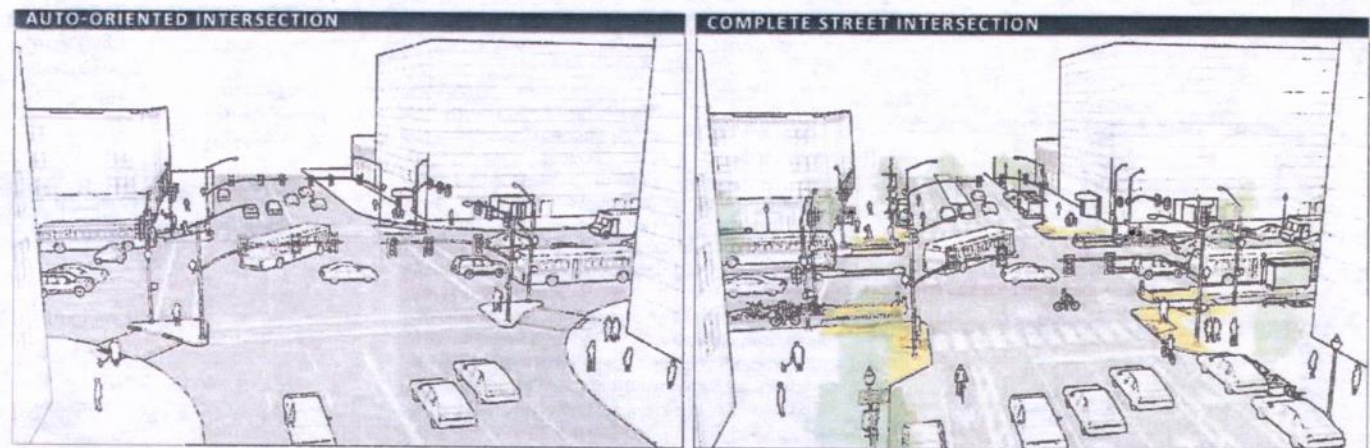
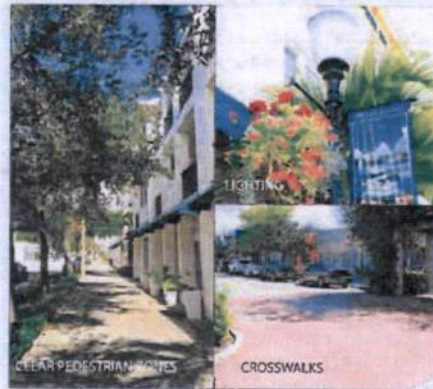


Figure 68 Intersections should be intuitive and provide adequate space for all users to safely cross the intersection. Source: NACTO Urban Street Design Guide

MAKING A PLACE FOR...

PEDESTRIANS



PUBLIC TRANSIT RIDERS



DRIVERS



BICYCLISTS



"Complete Streets are streets designed and operated to enable safe use and support mobility for all users. Those include people of all ages and abilities, regardless of whether they are traveling as drivers, pedestrians, bicyclists, or public transportation riders. The concept of Complete Streets encompasses many approaches to planning, designing, and operating roadways and rights of way with all users in mind to make the transportation network safer and more efficient." - www.transportation.gov/mission/health/complete-streets

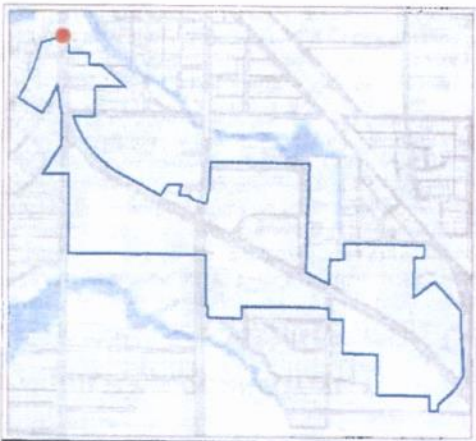
MOBILITY & CONNECTIVITY

FEDERAL HIGHWAY NORTH OF KANNER HIGHWAY

From Kanner Highway north to the base of the Roosevelt bridge, Federal Highway has a 100' wide right-of-way with six travel lanes. It is the most urban section of Federal Highway in the study area, where buildings come close to the road and improve the building height to street width ratio.

The posted speed is 35-mph, but does not differ in design from the areas to the south which have a posted design speed of 40-mph. Vehicles are often moving much faster. At the same time, this area is where the most queuing is observed. Navigating in and out of individual properties is challenging due to the speed, size and number of midday vehicles on the roadway.

Despite the traffic, it is a place on Federal Highway where active business like restaurants are located and have relocated to from other less active parts of Federal Highway.



CITY OF STUART: MASTER PLAN OF FEDERAL HIGHWAY

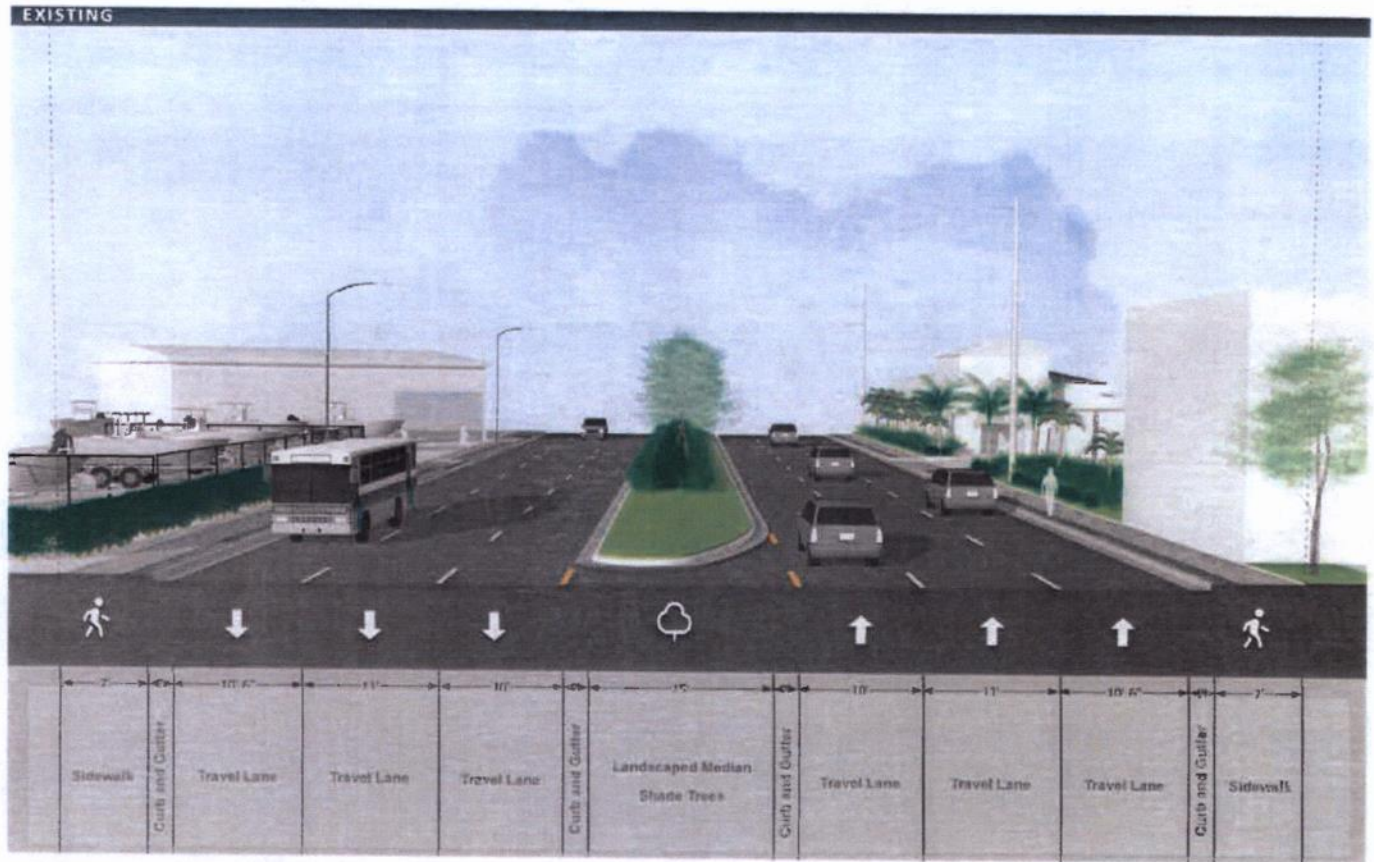


Figure 59 Existing conditions along Federal Highway just south of Frazier Creek.

MOBILITY & CONNECTIVITY

FEDERAL HIGHWAY NORTH OF KANNER HIGHWAY

This example is taken just north of St. Lucie Crescent between Straticon offices and Ocean Blue Yacht Sales. In these cases, the illustrated improvements to the right are recommended. For people who are just passing through Stuart, this portion of Federal Highway is their main impression of the City. Existing travel lanes remain and are already the recommended minimum widths between 11' and 10'. Existing medians, stormwater infrastructure, curb, and gutter also remain.

The existing light poles are often located four feet from the curb and obstruct a clear pedestrian path. Vertical obstructions must be placed a minimum of 4' from the face of the curb per FDOT standards, therefore lights cannot be relocated closer to the existing curb. Relocating light poles to the outside edge of the sidewalk or just to the outside of the existing sidewalk within an easement on private property will make a tremendous improvement toward ADA-compliant conditions and a clear and safe pedestrian zone. The current inadequate lighting should be enhanced with pedestrian-scale lighting. Pedestrian lighting poles are illustrated with banners to communicate the arrival to downtown and where active uses are located. Efforts should be made to place all obstructions outside the 7' sidewalk in partnership with adjacent properties.

As part of the sidewalk today, a textured stamped concrete strip runs the length of the sidewalk along the curb. Although the intention for this pattern may have been to give a tactile warning of the edge of the curb for users of the sidewalk or enhance aesthetics, the effect as heard from public input is the uneven texture negatively affects the navigability of cyclists and wheelchairs. In the illustration, we show the texture replaced with a smooth broom finish similar to the rest of the typical concrete sidewalk.

Businesses like the restaurant Dune Dog Cafe and Straticon construction have shown the great impact that landscaping can have to mitigate the sound and feel of Federal Highway for both the patron and the sidewalk user. The CRA should promote the planting of shade trees with a CRA incentive program targeting properties with Federal Highway frontage.

RECOMMENDED WHEN IN CONSTRAINED CONDITIONS

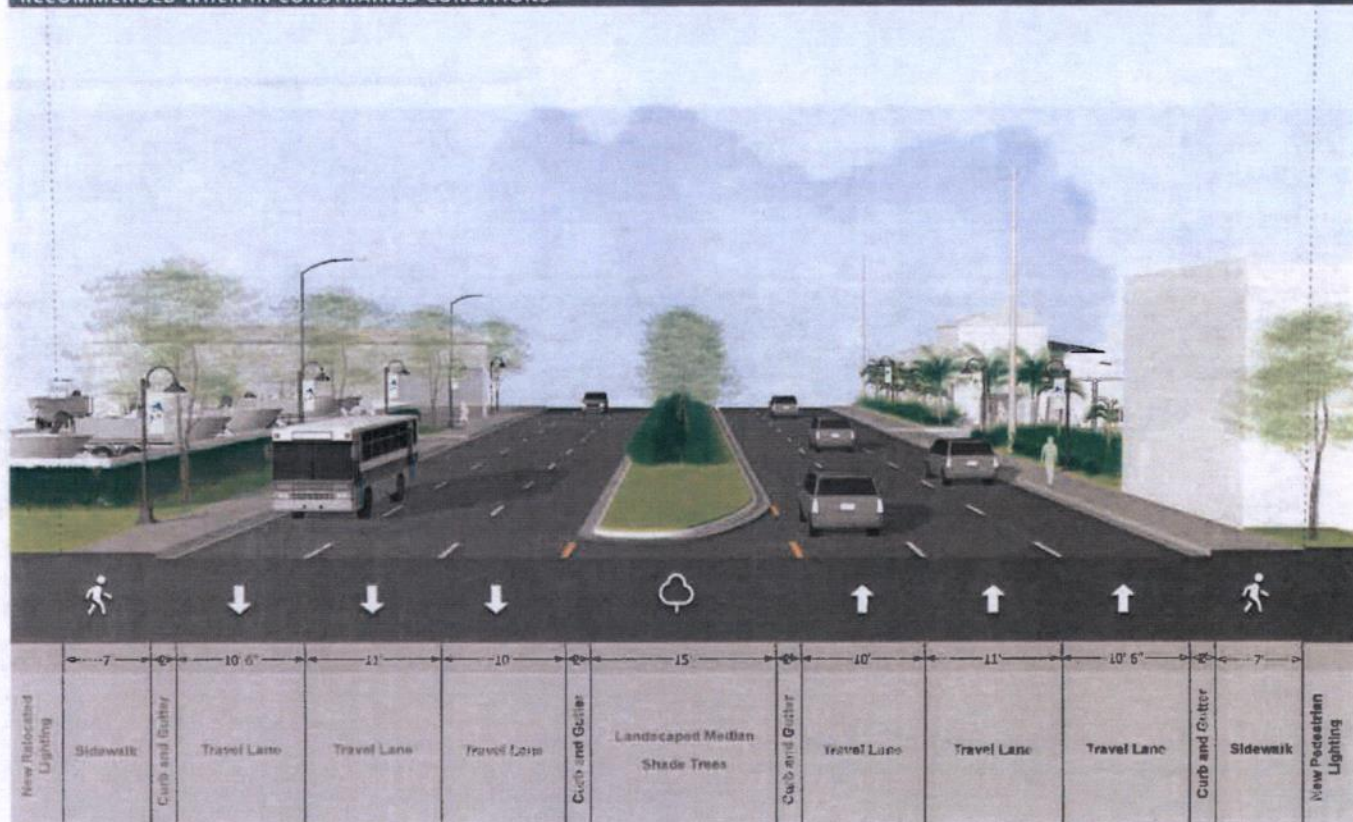


Figure 80 Recommended improvements for Federal Highway just south of Frazier Creek.

MOBILITY & CONNECTIVITY

FEDERAL HIGHWAY NORTH OF KANNER HIGHWAY

There are many automobile and marine-focused businesses along Federal Highway, and these uses provide jobs and services to the community. Interventions could be made so they are a more attractive front door to the City. In the images on this page there is a rendering of improved conditions at an example vehicle service center. The improved conditions include a low garden wall that delineates the sidewalk from the business. The low wall shields views of vehicles while keeping the existing use. A similar treatment is illustrated from the study area, in the street view in front of Ocean Blue Yacht Sales. The chain-link fence is removed and replaced with a low masonry wall and relocated back far enough to allow for the planting of shade trees. The trees provide needed shade for the sidewalk and the landscaping and wall add to the attractiveness of the business.

Numerous driveways and curb cuts along the corridor create conflict points between sidewalk users and drivers. In addition, the sloping driveway connections causes cyclist, pedestrians and wheelchairs to pitch towards the roadway. Redevelopment plans, CRA programs and road construction work should target consolidation of driveways and removal of unused curb cuts.

At Ocean Blue Yacht Sales, for example, there may be an opportunity to remove the unused driveway and replace it with an expanded sidewalk; inviting the sidewalk users closer to the business storefront and street entrance.



Figure 61 Image of a Firestone Auto Care Shop located along N. Dixie Highway and Hollywood Blvd. in Hollywood Florida.



Figure 62 Artist rendering of proposed improvements for the Firestone Auto Care Shop.

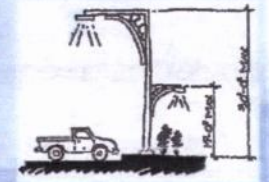


PEDESTRIAN SCALE LIGHTING

Height. Standard poles for sidewalks and bike facilities are 15-feet tall. Light poles for roadbeds vary according to the street typology and land use. In most contexts, standard heights for narrow streets in residential, commercial, and historical contexts are should be no more than 25-feet tall. Taller poles between 25 to 30-feet-tall are appropriate for wider streets in commercial or industrial areas.

The edge to the light is taken from the City's existing Land Development Regulations and holds true.

Spacing. The spacing between two light poles should be roughly 2.5–3 times the height of the pole. Shorter light poles should be installed at closer intervals. The density, speed of travel, and the type of light source along a corridor will also determine the ideal height and spacing.



MOBILITY & CONNECTIVITY

FEDERAL HIGHWAY NORTH OF KANNER HIGHWAY

The illustration to the right depicts a section of Federal Highway south of Casa Avenue between The Towers office building and vacant property. The property used to be the site of a car dealership and before that an aquaculture site. There is a single-family home located on the lot which is accessed from SE Lonita street, but the Federal Highway frontage is vacant. This section of Federal Highway is characterized by its very flat width to height ratio. The buildings are very far back from the street. Parking is often located in front and there is more vacant land than is seen closer to the Roosevelt Bridge. There are fewer trees along the right-of-way or in the medians.

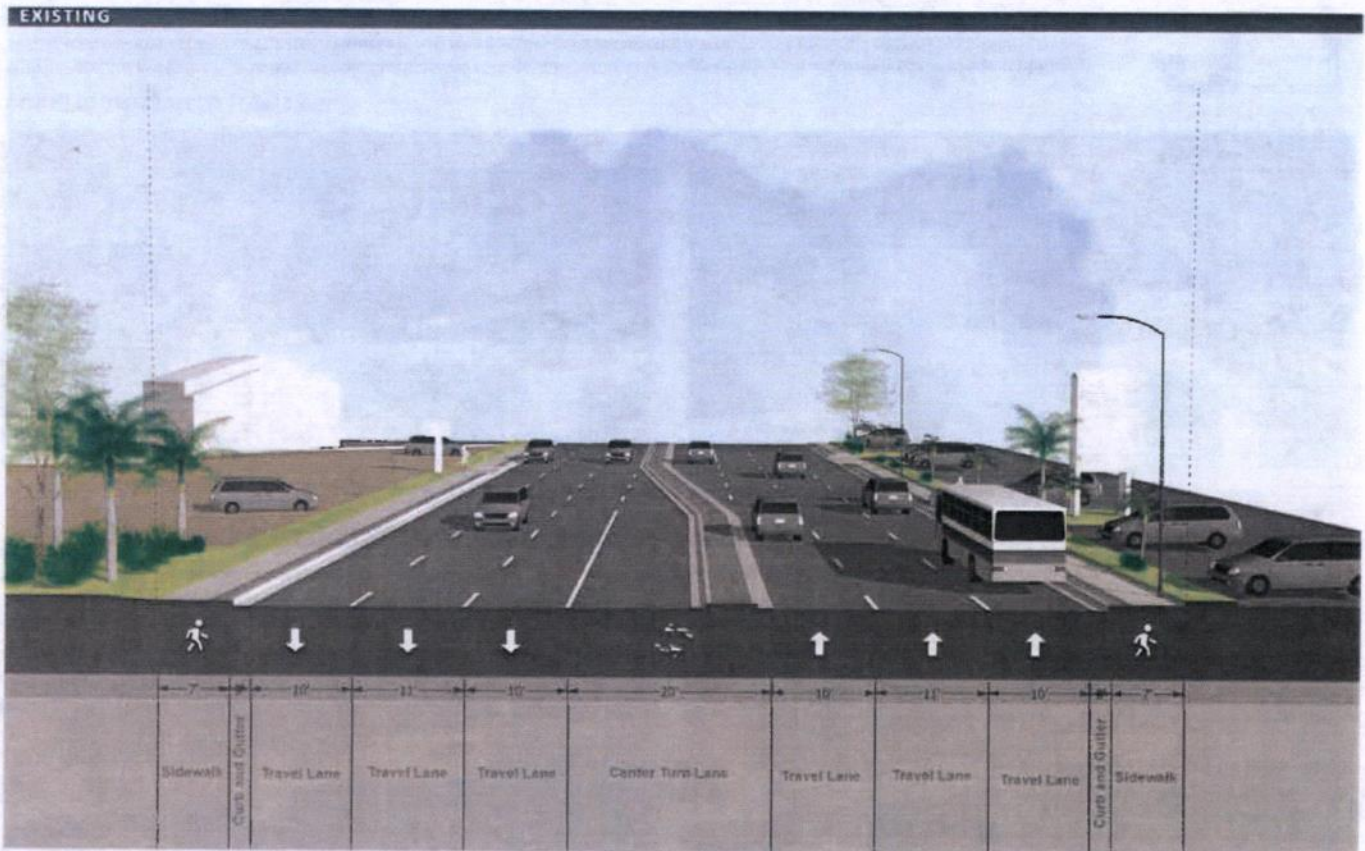
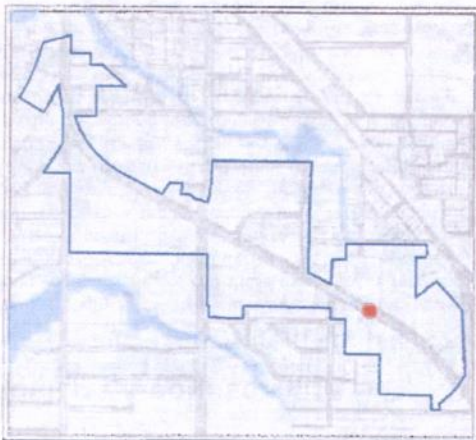


Figure 63 Existing conditions along Federal Highway just south of SE Casa Avenue.

MOBILITY & CONNECTIVITY

FEDERAL HIGHWAY SOUTH OF KANNER HIGHWAY

The recommended improvements in the drawing to the right are based on conditions where redevelopment is likely to occur or where the existing conditions are not constrained by buildings. These conditions are more typical further south on Federal Highway in the study area. The recommendations require coordination with private properties to create a sidewalk easement outside the right-of-way. The addition of thirteen feet allows for a minimum 10' shared use path and a 10' planting strip. A shared-use path can accommodate both pedestrians and cyclists. A shared-use path is recommended over other bicycle facilities because it is where most users feel comfortable and safe. Community survey participants stressed the importance of Stuart as a family-oriented community and the bike facilities should reflect those users. The planting strip of 8'-10' feet is ideal for growth and maintenance of mature shade trees. The shade trees improve the appearance of Federal Highway.

Like in the previous example, existing lighting is inadequate today and should be improved. This was commented on in each public outreach effort. The recommendation includes adding cobra heads to both sides of the roadway and adding pedestrian scale lighting intended to serve the pedestrian and cyclist.

The southbound side of the street shows a conceptual redevelopment where buildings are brought closer to the sidewalk. On the northbound side, the existing parking lot is shown modified to accommodate the wider sidewalk and planting strips with minimal impact to existing conditions.

An alternative consideration would be the investigation of a road diet or lane repurposing for the portion of Federal Highway where vehicle trip counts are lower. A road diet or lane repurposing is where an existing vehicle lane is redesigned for another user. A traffic study and community support would be needed to pursue this design alternative and should be considered with recently approved projects and the planned Willoughby Extension to Federal Highway south of the study area.

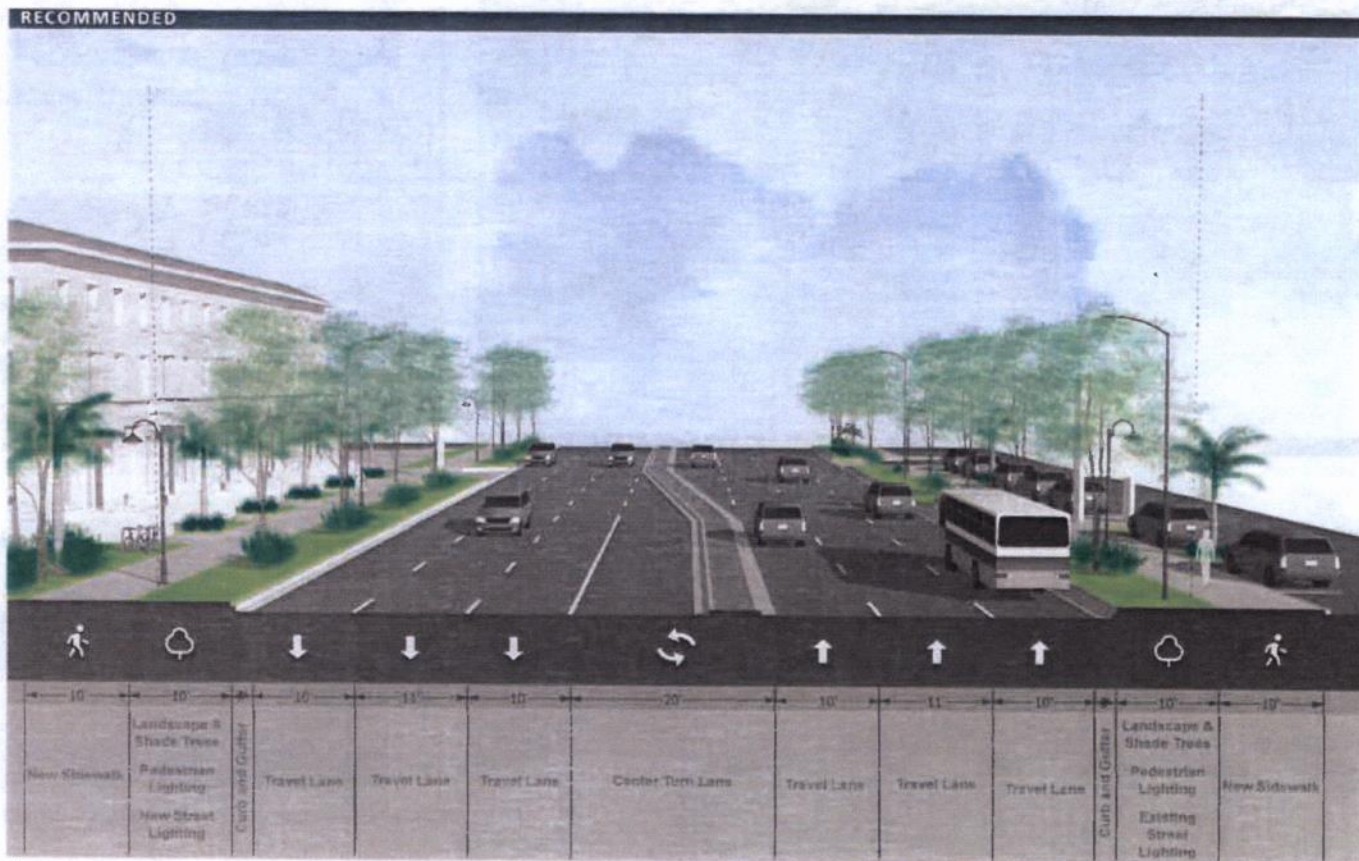


Figure 64 Recommended improvements for Federal Highway just south of SE Casa Avenue.

MOBILITY & CONNECTIVITY

The illustrations to the right are views from the sidewalk along the west side of Federal Highway and support the redevelopment scenario of the previous page. Redeveloping with adequate sidewalks and sidewalk barriers makes a tremendous impact both visually and to the safety of the corridor to all users. Sidewalks and planting areas should be designed to allow for the natural percolation of water whenever feasible with pervious materials and rain gardens to compliment stormwater management systems and provide benefit for the nearby Poppleton and Frazier Creeks.

Below is an example of a Infill Tree Planting Program for Broward Boulevard. A similar program is recommended for Federal Highway in Stuart.



Photograph taken from the north side of Broward Boulevard at NW 10th Avenue, in front of the Laundromax dry cleaners, looking west. This image illustrates a typical condition along the corridor, where the eight-foot sidewalk is completely devoid of any shade.



This single tree at the Jack and Jill Daycare creates a rare respite of shade on Broward Boulevard.



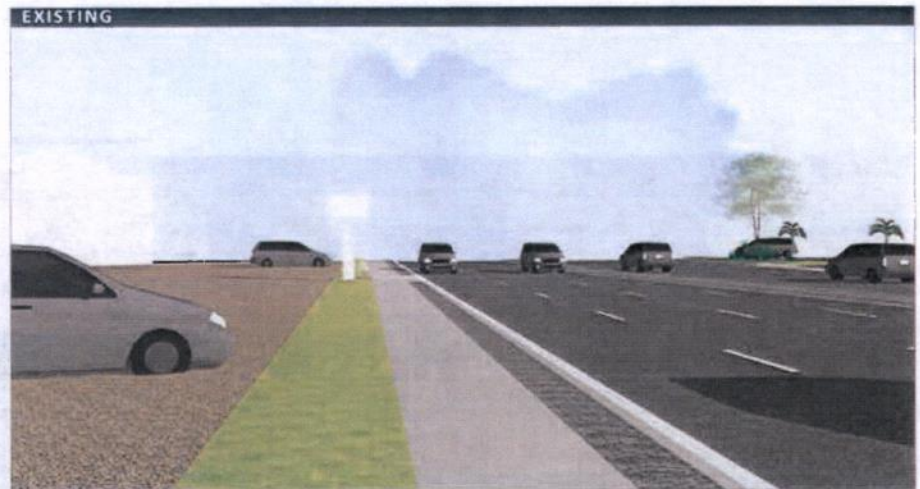
This image shows the provision of shade trees on private property as part of the Infill Tree Planting Program. In this scenario the



This is the longer-term redevelopment scenario where through re-development the sidewalk and street frontage is reconfigured to

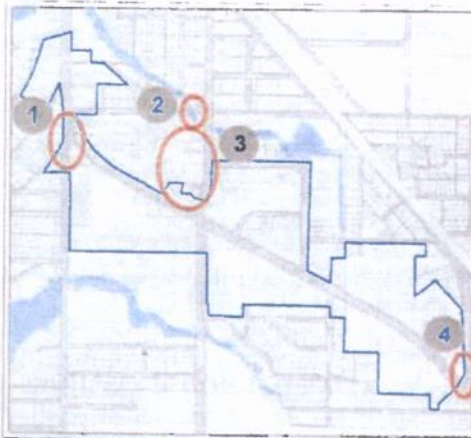


Locations for planting shade trees were identified for the Corridor. The map above shows the locations identified in the Broward Boulevard Core District. The potential candidate sites for the Program are designated with a green "X". This strategy, applied throughout the boulevard, could result in approximately 56 new shade trees.



MOBILITY & CONNECTIVITY

The center of Stuart is located on a small peninsula that protrudes into the St Lucie River. Water is an ever-present feature along with ocean breezes, beautiful views, and bridges. It also lends itself to the funneling of trips along Federal Highway leading to the Roosevelt Bridge. There are few opportunities for diverted routes away from the Roosevelt Bridge since alternative routes are further west in Palm City. But as vehicles travel away from the Roosevelt Bridge, there are some means for other streets to capture some of the vehicle load that is so heavily concentrated on Kanner Highway.



CITY OF STUART: MASTER PLAN OF FEDERAL HIGHWAY

1 - SW PALM CITY ROAD

An existing connection is Palm City Road. This is an important connection that should not be severed, although the safety and speed at which it is used should be addressed through design measures. The Martin MPO has already identified this road as a priority road in the *Access to Transit Complete Street Study* completed in 2020. That study focused on recommendations for the length of the street, but just as important and possibly more, is the way vehicles are entering the street through a slip lane both southbound onto Palm City Road and northbound onto southbound Federal Highway. These hot rights, or slip lanes, are a vehicle movement that prioritizes vehicle speed and increases the distance pedestrians and cyclists spend crossing travel lanes, therefore, increasing conflicts between pedestrians and vehicles. The southbound hot right turn is inconsistent with the slower speed and residential character of SW Palm City Road. The intersection merits the careful study of its design while maintaining each turning maneuver.

2 - SW 7TH STREET BRIDGE

The City has included connecting 7th street with Martin Luther King Jr Blvd in previous vision plans and it merits a continued conversation within the City. There is a single-family neighborhood that would be impacted by any future connection. The neighborhood should be involved in planning to provide mutual benefit to the neighborhood and larger community. A connection could be a bridge with a street, or as light as a golf cart or pedestrian bridge and could divert vehicles from the Kanner Highway and Federal Highway intersection by providing an alternate route for residents at SW Channel Ave and SW 7th Street that does not put them on Federal Highway or at the intersection of Kanner Highway.

3 - COMPLETING THE GRID AT COLORADO AVENUE

The *Bike Walk Colorado Avenue Program* completed in July 2019 introduces an idea for increased turning capacity and the expansion of the City grid between SE Colorado Avenue and Federal Highway as redevelopment occurs. A clip of that concept it included to the left.

4 - DIXIE CUTOFF & PLANNED WILLOUGHBY EXTENSION

At the south end of the Federal Highway study area, the planned Willoughby Extension has been included in the FDOT Draft Tentative Work Program for Fiscal Year 2022-2026. The planned extension is an opportunity to announce the arrival to the downtown district with beautiful landscaping, views of Poppleton Creek, and appropriate design measures to address speed and the context appropriate for a C4 classification roadway.

If completed, it is critical that the extension is designed to provide enhanced pedestrian safety. A crosswalk at the new intersection of Willoughby and Federal Highway would break up the 0.9-mile stretch of Federal Highway between SE Johnson Avenue and SE Central Parkway without any crosswalks. Current proposals include a two signals. One at Dixie Cutoff and the other at the extension of Willoughby at Federal Highway. Advancing the signal at Dixie Cutoff before the completion of the extension would provide a much-needed crosswalk in the study area. In the image below center, the site survey documented a well-worn "goat path" through the median in that location. Dixie Cutoff, as its name applies, is less of an intersection, but instead, it is composed of two slip lanes or hot rights: one from Federal Highway onto Dixie Cutoff and another from Dixie Cutoff to Federal Highway. The same safety benefits described for Palm City Road would be achieved with the reconfiguration of Dixie Cutoff to a signalized intersection.

If the Willoughby Extension is intended to alleviate and divert vehicle traffic away from the Kanner Highway and Federal Highway intersection, it is important to improve and analyze the Dixie Cutoff at Dixie Highway intersection as a welcoming and clear entrance to downtown as well. Today Dixie Cutoff is a two-lane road with no sidewalks or bike lanes. It is difficult to comprehend that the street leads to Dixie Highway and neighborhoods within downtown if you are not familiar with the area.



MOBILITY & CONNECTIVITY

PEDESTRIAN CROSSINGS

Crash data, the site survey, and public input each highlighted the need for improved crosswalk conditions.

The Federal Highway study area is the site of a Resurfacing, Restoration and Rehabilitation project currently under design. Construction is anticipated to start summer 2023. This FDOT maintenance project is an excellent opportunity to achieve near term recommendations concurrent with FDOT work.

NEAR TERM RECOMMENDATIONS



Figure 67 Install hardened Centerlines with Traffic Separators and Tubular Markers to improve crosswalks with minimal interventions.

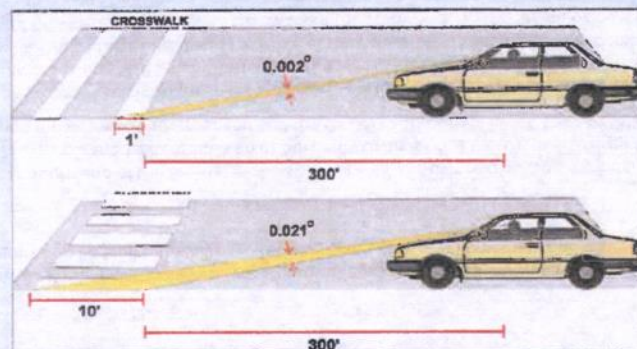


Figure 68 Ensure the most visible markings are used at crosswalks



Figure 71 Relocate light poles & remove abandoned driveways.

LONG TERM RECOMMENDATIONS

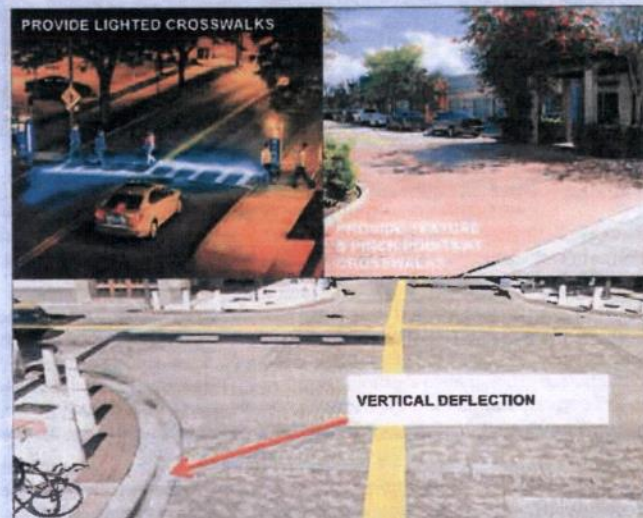


Figure 69 Provide Vertical Deflection by raising the cross walk to curb level. Use color and texture, and lighting to improve visibility.



Figure 70 Redesign slip lanes and hot rights on corridor. Example above is from Arlington, Virginia. - <https://www.wfnw.com/2011/08/05/morning-poll-the-countys-war-against-slip-lanes>

IMPLEMENTATION

RECOMMENDATIONS & IMPLEMENTATION

The success of any master plan depends upon its ability to be implemented economically and politically within a given time frame. To that end, the recommendations throughout this report have been developed as independent but interrelated projects. Some projects, such as regulatory revisions and streetscape infrastructure, are within the City's control to pursue implementation, with funding being the primary challenge. Some public infrastructure projects will require the coordination of multiple agencies.

Other recommendations are redevelopment techniques that are illustrated on private property – which are subject to each private property owner's time frame and financial situation. The designs shown for redevelopment on these parcels are not the only configurations that could create the desired environment; rather they demonstrate a set of urban design principles to follow. In order to realize these projects, the principles of urban design described and illustrated through the report have to be embedded culturally within the city, required by its codes, and encouraged through its programs. The combination of public and private efforts is required for realizing the vision of the Federal Highway Master Plan.

ADOPTING THE FEDERAL HIGHWAY MASTER PLAN

- Adopting the Plan does not obligate the City of Stuart to implement any or all of the proposed improvements;
- Adopting the Plan communicates to the residential, business, and development communities that the City is committed to improving the conditions on Federal Highway;
- Adopting the Plan will provide a vision for desired future redevelopment within the corridor especially the identified catalytic sites; and
- Adopting the Plan memorializes the process and authorizes staff to pursue desired areas of implementation.

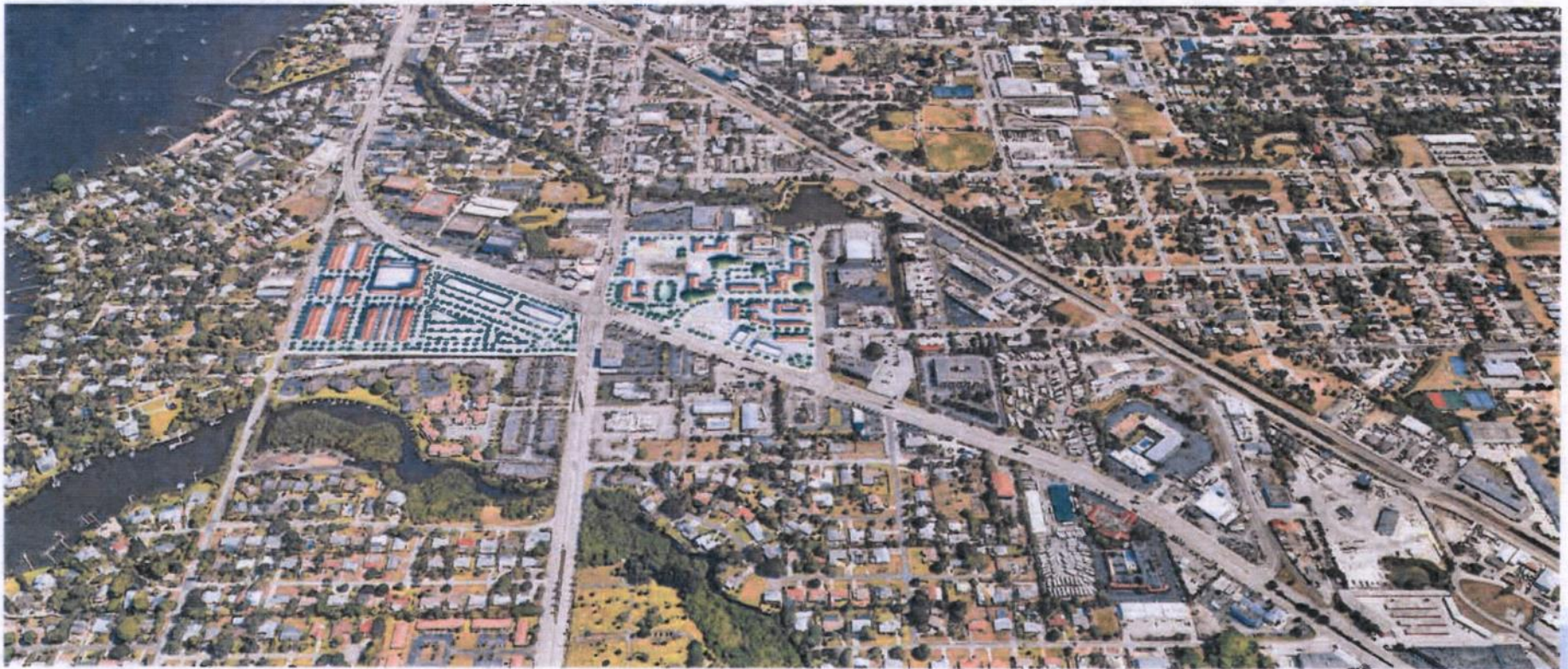


Figure 72 Federal Highway Master Plan Vision for the City of Stuart.

IMPLEMENTATION

ACTION	TASK/PROJECT	NEAR TERM	MID-TERM	LONG TERM
		6 months - 12 months	6 months - 2 years	2 years or more
Adopt the Master Plan	Adopting the Plan memorializes the process and authorizes staff to pursue desired areas of implementation.	*		
Investment in safety & comfort on the Federal Highway Corridor	Engage community and advocacy groups such as Stuart Main Street and The Creek Arts & Entertainment District to identify Master Plan priorities.	*	*	*
	Hold community workshop for <i>SW 7th Street Bridge & Completing the Grid at Colorado Avenue</i> with neighborhood and property owners.			*
	Coordinate with Martin MPO to achieve and implement Vision Zero goals and objectives.	*	Formally adopt a Vision Zero commitment.	Maintain Vision Zero commitment.
	Coordinate with FDOT on Resurfacing, Restoration, and Rehabilitation (RRR) Project. Address corridor safety during the design of RRR projects. - Identify streetlight poles to be relocated. Ensure any new lighting is placed outside the sidewalk or pedestrian clear zone. - Identify locations to remove abandoned driveways. - Plan for Traffic Separators (tubular markers) at existing crosswalks. - Remove stamped concrete sidewalk and replace with smooth concrete where feasible. - Partner with FDOT for locations of high visibility crosswalks, stamped asphalt and/or pedestrian lighting.	*	Construction is anticipated to start in summer 2023.	
	Prioritize & Design roadway projects. Seek funding, advance planning efforts, and implement in coordination with Martin MPO, FDOT, and County. - In coordination with property owners and FPL, mitigate the effects of large power poles on the clear sidewalk width by widening sidewalks. - Improve roadway lighting. Consider requesting a FDOT Lighting Justification Study for dark portions of Federal Highway from Palm City Road south to SE Dixie Cutoff Road. Plan for relocation of the streetlight poles out of the sidewalk or to the back of the sidewalk. - Evaluate FDOT's US-1 Multimodal Corridor Study Project Recommendations. Identify completed projects, and priority projects for the future. - Provide transit shelters at all Marty routes. Continue coordination with the MPO and Stuart Tram and seek funding to provide transit shelters throughout the network.		*	*
	Prioritize pedestrian safety and traffic calming at intersections. In coordination Martin MPO, FDOT and County, conduct a comprehensive study that evaluates design solutions to intersections at SW Palm City Road, SE Dixie Cutoff, and S Kanner Highway where intersections are realigned, pedestrian safety is prioritized and layered traffic calming is achieved. The study should consider roundabouts, horizontal deflection, curb extensions, lane re-purposing, and median islands to create a Transition Zone for vehicles entering a new context (202.4 Transition Zones). - Host project kick-off workshop with stakeholders to discuss goals and objectives. Include coordination with District Four Complete Streets Coordinator. - Request Intersection Control Evaluation (ICE) from FDOT for SW Palm City Road. - Coordinate with Martin MPO on the planned Willoughby extension and assess its impacts on SE Dixie Cutoff Road.		*	*
	Plan Shared-Use Path Implementation. In coordination Martin MPO, FDOT and County, and property owners construct the desired shared-use path and shade tree planting strip from SW Palm City Road to SE Dixie Cutoff Road. - Host project kick-off workshop with stakeholders to discuss goals and objectives. Include coordination with District Four Complete Streets Coordinator. - Consider a Pilot Project in a public-private partnership along existing FDOT right-of-way. - Consider Lane Elimination where average annual daily trips are less than current capacity in coordination with FDOT District 4 (south of Kanner Highway). - Identify potential funding sources including Transportation Alternatives Program (TAP) funding.		*	*

IMPLEMENTATION

ACTION	TASK/PROJECT	NEAR TERM	MID-TERM	LONG TERM
		6 months - 12 months	6 months - 2 years	2 years or more
Investment in Existing Properties	Create Infill Tree Planting Program. Promote a more pleasant experience on Federal Highway by providing more shade trees. Survey appropriate locations and approach those owners willing to participate in the program. The CRA would incur the cost of the tree and the planting, and the owner would agree to water and maintain the tree.	• <i>Add program to CRA Plan. Conduct survey.</i>	•	
	Evaluate Future Land Use and Zoning Designations. Study the reassignment of Commercial FLU for properties with particular attention to those facing or adjacent to Downtown FLU. • Evaluate where a mixed-use development pattern and infill redevelopment may be supported. • Evaluate required parking quantities.	•		
Regulatory Improvements for Future Development	Consider a Form Based Code to improve the public realm. Form-based codes foster predictable built results and a high-quality public realm by using the physical form, rather than separation of uses, as the organizing principle for the code.	•	•	
	Establish a defined thoroughfare as part of Land Development Regulations. Communicate the desired street sections along the corridor to promote a continuous pedestrian clear zone over time. Maintain required 20' building setback at Federal Highway (Sec. 2.04.06), and add required development of sidewalks and landscaping: • Hardscaped front setback to create a minimum 10' shared-use path • Shade trees in 10' planting strip adjacent to curb		•	
	Modify Urban Highway zoning district. Revise the description of the Urban Highway zoning district to reflect the community vision and a more sustainable urban form. Revise the code for Urban Highway zoning district with the following principles: • 20-30 ft. build-to zone to reflect the desired street section noted above. • Require minimum facade transparency & pedestrian access from the sidewalk. • Promote frontage types such as a storefront, arcade, porch, or stoops. • Require parking areas to be located to the side or rear of buildings.		•	

APPENDIX A
INVENTORY: PROPERTY CUT SHEETS

09-38-41-000-000-00102-2	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.7789
Building Floorspace (sf)	2,184
Total Assessed Value	\$564,310
Current Use	Service Station

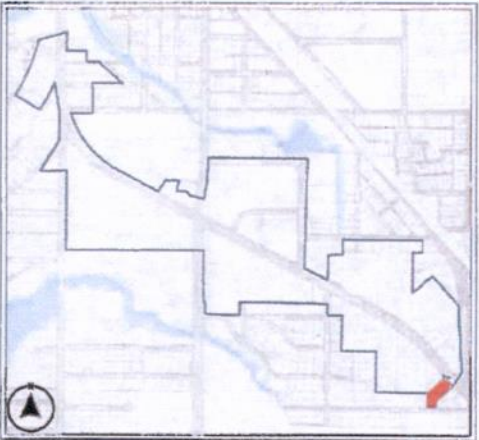


Figure 73 Site highlighted on location map in red.



Figure 74 Image of site from Southeast Federal Highway.

09-38-41-000-000-00101-3	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.6899
Building Floorspace (sf)	400
Total Assessed Value	\$524,010
Current Use	Vacant

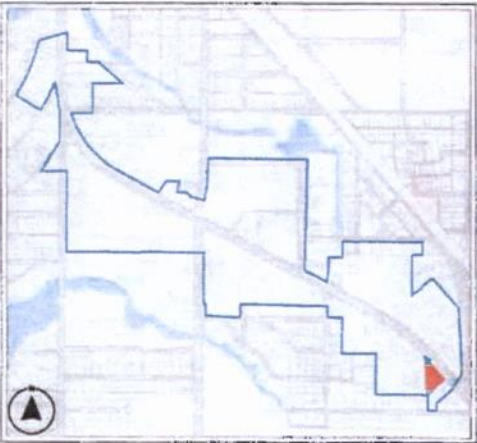


Figure 75 Site highlighted on location map in red.



Figure 76 Image of site from Southeast Federal Highway.

INVENTORY: PROPERTY CUT SHEETS

09-38-41-000-000-00101-3	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	2.9800
Building Floorspace (sf)	54,753 - (2) stories
Total Assessed Value	\$3,500,000
Current Use	Hotel/Motel

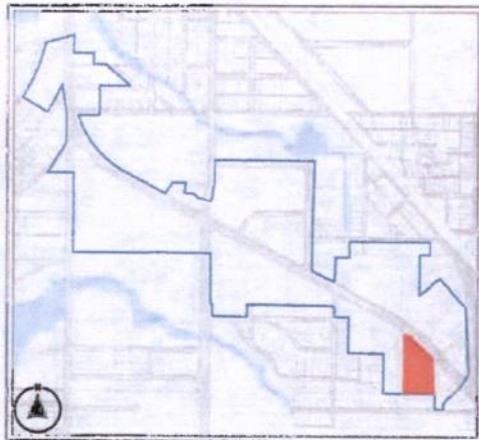


Figure 77 Site highlighted on location map in red



Figure 78 Image of site from Southeast Federal Highway.

09-38-41-000-000-00140-6	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	2.9410
Building Floorspace (sf)	10,000
Total Assessed Value	\$1,317,030
Current Use	Auto Sales/Repair

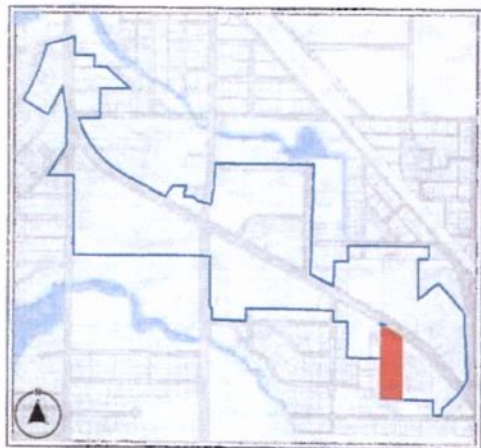


Figure 79 Site highlighted on location map in red.



Figure 80 Image of site from Southeast Federal Highway.

09-38-41-009-000-00020-2	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.8838
Building Floorspace (sf)	12,463 - (2) stories
Total Assessed Value	\$1,116,120
Current Use	Office Building

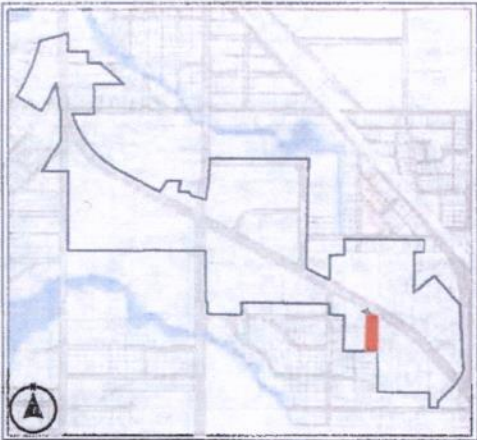


Figure 51 Site highlighted on location map in red.

OFFICE BUILDING



Figure 52 Image of site from Southeast Federal Highway.

09-38-41-009-000-00020-2	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	2.2
Building Floorspace (sf)	1,686
Total Assessed Value	\$752,200
Current Use	Vacant

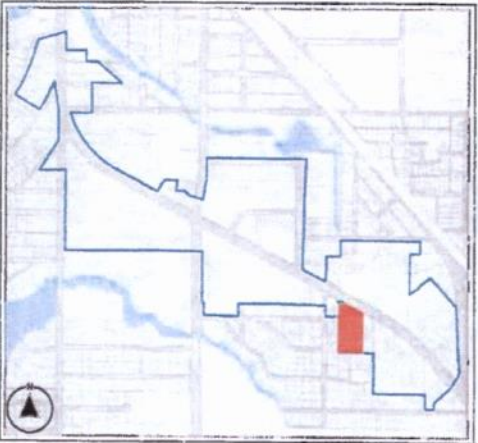


Figure 83 Site highlighted on location map in red.



Figure 84 Image of site from Southeast Federal Highway.

09-38-41-009-000-00020-2	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.4279
Building Floorspace (sf)	8,167 - (2) stories
Total Assessed Value	\$708,930
Current Use	Office building

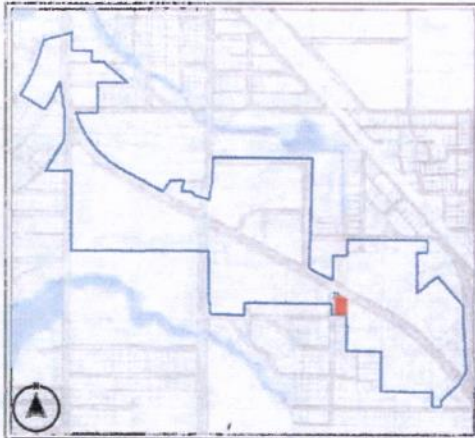


Figure 85 Site highlighted on location map in red.

OFFICE BUILDING



Figure 86 Image of site from Southeast Federal Highway.

09-38-41-000-000-00112-0	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	1.5767
Building Floorspace (sf)	13,760
Total Assessed Value	\$1,293,010
Current Use	Repair service shop

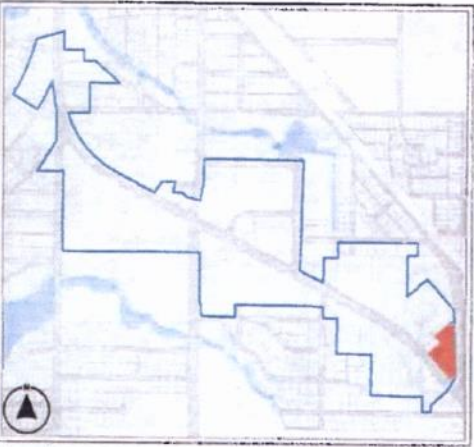


Figure 87 Site highlighted on location map in red.



Figure 88 Image of site from Southeast Federal Highway.

09-38-41-000-000-00113-9	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.5303
Building Floorspace (sf)	2,448
Total Assessed Value	\$383,090
Current Use	Repair service shop

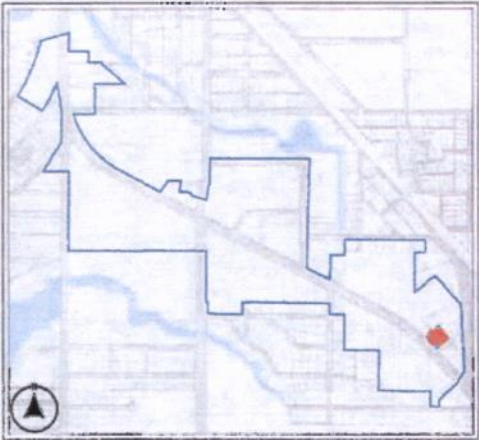


Figure 89 Site highlighted on location map in red.



Figure 90 Image of site from Southeast Federal Highway.

09-38-41-000-000-00110-2	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	3.9700
Building Floorspace (sf)	39,040
Total Assessed Value	\$4,760,000
Current Use	Hotels/Motels

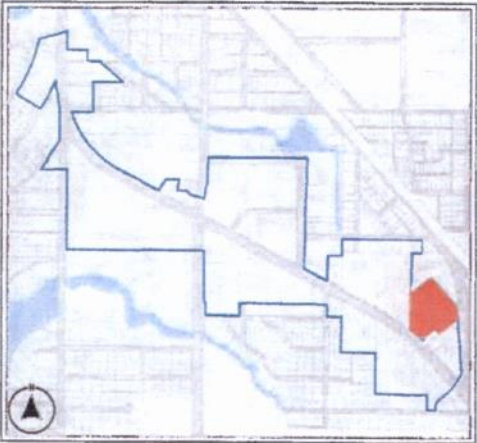


Figure 91 Site highlighted on location map in red.



Figure 92 Image of site from Southeast Federal Highway.

04-38-41-009-004-00060-6	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	5.3570
Building Floorspace (sf)	3,786
Total Assessed Value	\$1,261,830
Current Use	Mobile Home Park

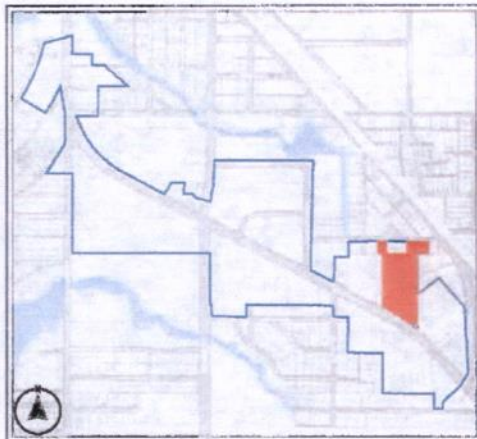


Figure 93 Site highlighted on location map in red.



Figure 94 Image of site from Southeast Federal Highway.

04-38-41-009-004-00090-0	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.551
Building Floorspace (sf)	5,915
Total Assessed Value	\$739,380
Current Use	Daycare

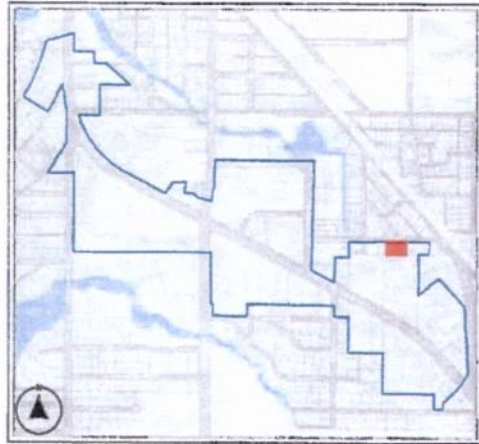


Figure 95 Site highlighted on location map in red.



Figure 96 Image of site from East Florida Street.

INVENTORY: PROPERTY CUT SHEETS

04-38-41-009-004-00010-7	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.344
Building Floorspace (sf)	None applicable
Total Assessed Value	\$157,880
Current Use	Parking lot

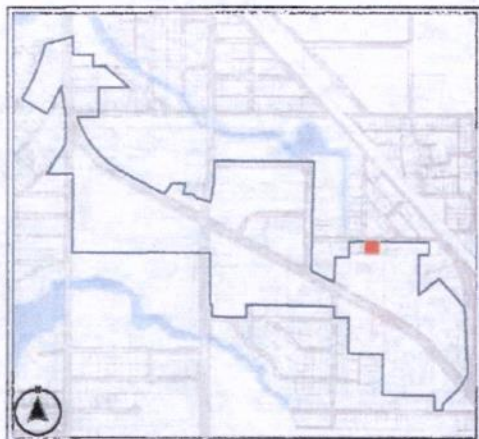


Figure 97 Site highlighted on location map in red.



Figure 98 Image of site from East Florida Street.

04-38-41-009-001-00380-5	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.31
Building Floorspace (sf)	3,520
Total Assessed Value	\$510,400
Current Use	Office building

■ OFFICE BUILDING



Figure 99 Site highlighted on location map in red.



Figure 100 Image of site from East Florida Street.

09-38-41-000-000-00080-8	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	3.1655
Building Floorspace (sf)	65,624 - (3) stories
Total Assessed Value	\$4,883,680
Current Use	Office building

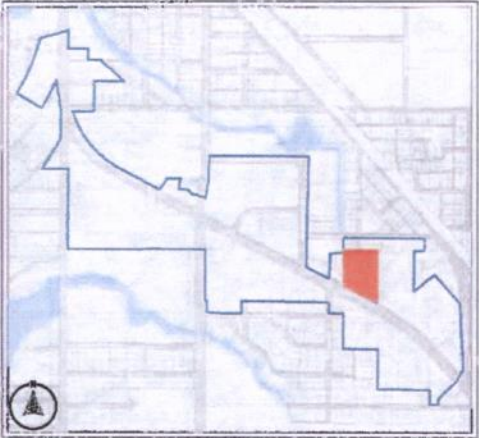


Figure 101 Site highlighted on location map in red.



Figure 102 Image of site from Southeast Federal Highway.

09-38-41-007-000-00020-0	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.79
Building Floorspace (sf)	2,610
Total Assessed Value	\$887,400
Current Use	Financial institution

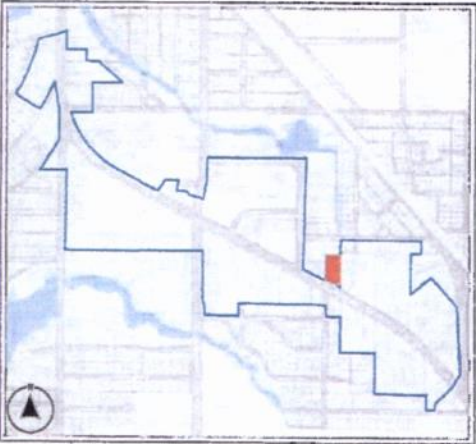


Figure 103 Site highlighted on location map in red.



Figure 104 Image of site from Southeast Federal Highway.

09-38-41-000-000-00220-9	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.43
Building Floorspace (sf)	3,020
Total Assessed Value	\$245,640
Current Use	Repair service shops

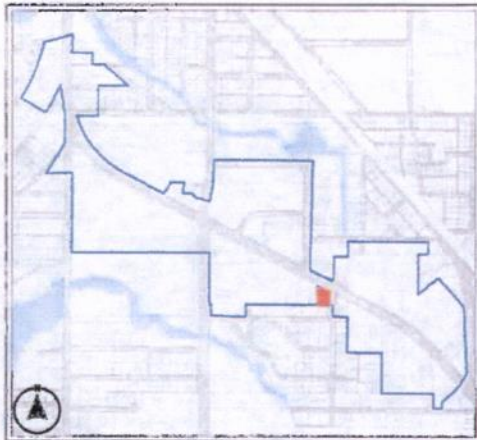


Figure 105 Site highlighted on location map in red.



Figure 106 Image of site from Southeast Federal Highway.

09-38-41-000-000-00182-5	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	1.7989
Building Floorspace (sf)	2,864
Total Assessed Value	\$1,037,230
Current Use	Drive-in restaurant

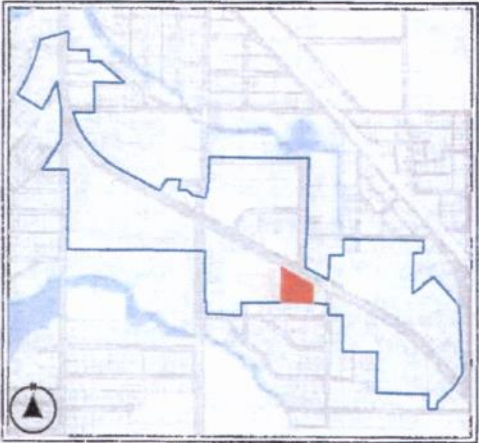


Figure 107 Site highlighted on location map in red.



Figure 108 Image of site from Southeast Federal Highway.

09-38-41-000-000-00180-7	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	3.19
Building Floorspace (sf)	45,451
Total Assessed Value	\$3,332,650
Current Use	Hotels/Motels and Restaurant

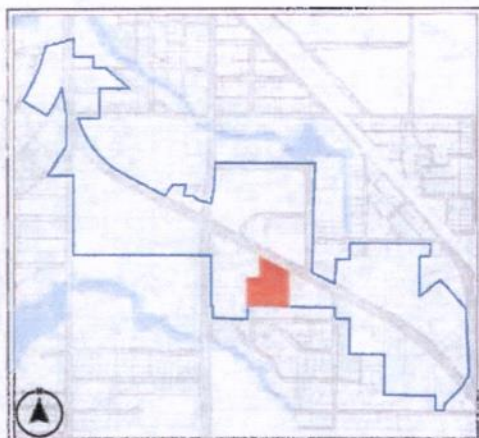


Figure 109 Site highlighted on location map in red.

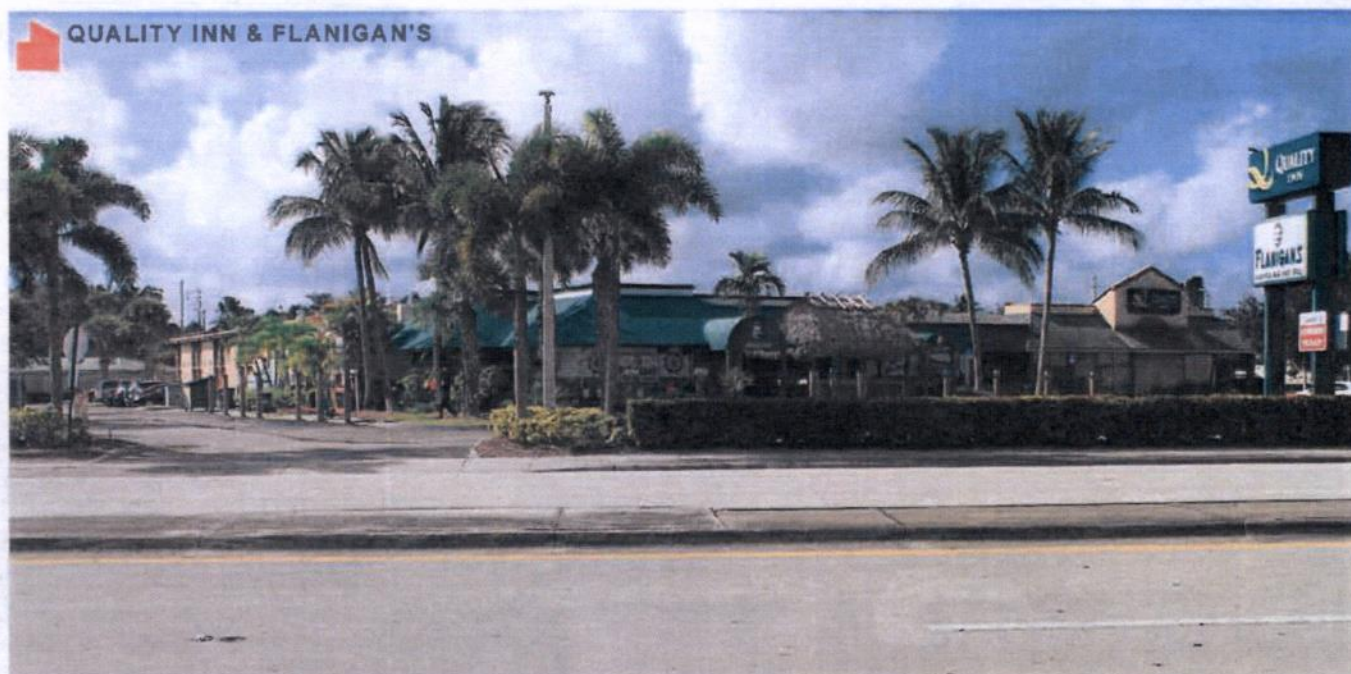


Figure 110 Image of site from Southeast Federal Highway.

04-38-41-000-000-00430-6	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	1.1394
Building Floorspace (sf)	3,388
Total Assessed Value	\$665,710
Current Use	Drive-in restaurant

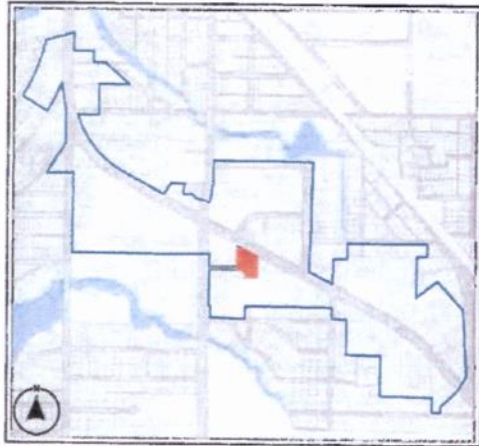


Figure 111 Site highlighted on location map in red.



Figure 112 Image of site from Southeast Federal Highway.

04-38-41-000-000-00430-6	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	1.6340
Building Floorspace (sf)	38,772 - (4) stories
Total Assessed Value	\$2,548,180
Current Use	Financial Institution

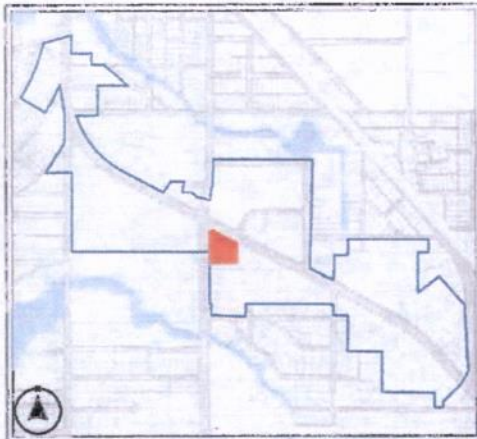


Figure 113 Site highlighted on location map in red.



Figure 114 Image of site from Southeast Federal Highway.

09-38-41-000-000-00200-3	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	1.1318
Building Floorspace (sf)	7,665
Total Assessed Value	\$944,490
Current Use	Funeral home & crematory

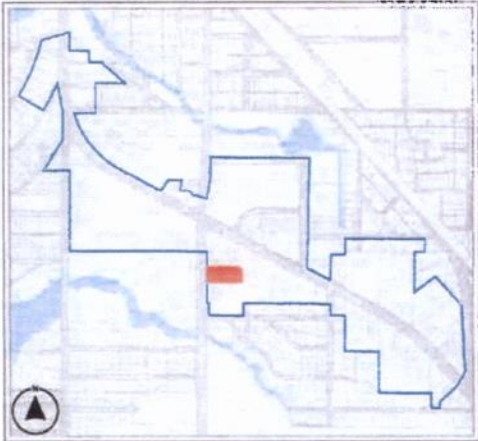


Figure 115 Site highlighted on location map in red.



Figure 116 Image of site from South Kanner Highway.

09-38-41-000-000-00210-1	
Future Land Use	Commercial & Low Density Residential
Zoning	B2 & R1
Site Area (acres)	2.3000
Building Floorspace (sf)	16,000
Total Assessed Value	\$950,600
Current Use	Club Lodge Union Hall

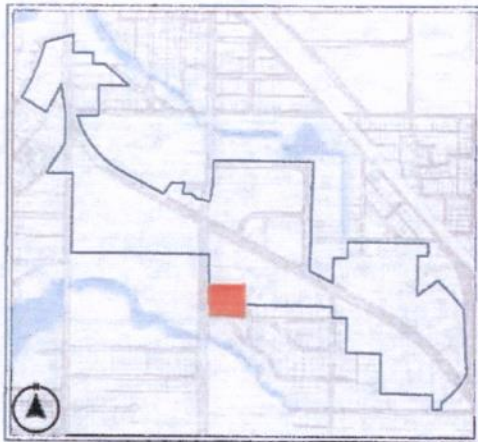


Figure 117 Site highlighted on location map in red.



Figure 118 Image of site from South Kanner Highway.

04-38-41-018-000-00370-8	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	2.86
Building Floorspace (sf)	46,686 - (2) stories
Total Assessed Value	\$4,090,330
Current Use	Shopping center

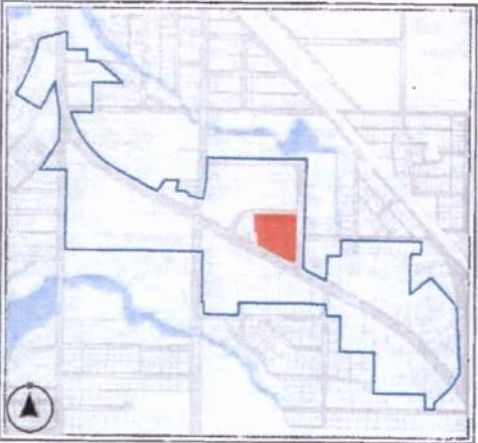


Figure 119 Site highlighted on location map in red.



Figure 120 Image of site from Southeast Federal Highway.

04-38-41-018-000-00374-4	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.398
Building Floorspace (sf)	17,353 - (2) stories
Total Assessed Value	\$451,510
Current Use	Office building

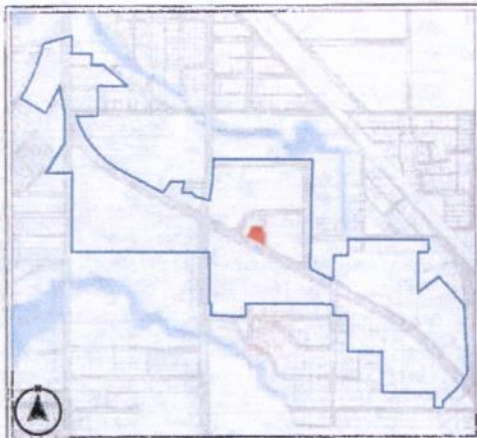


Figure 121 Site highlighted on location map in red.



Figure 122 Image of site from Southeast Federal Highway.

04-38-41-018-000-00373-5	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.4719
Building Floorspace (sf)	1,830
Total Assessed Value	\$546,620
Current Use	Financial institution

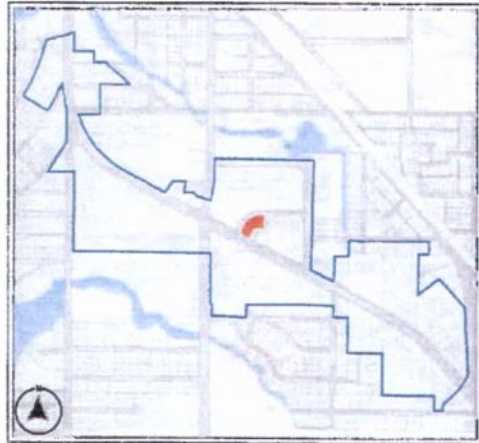


Figure 123 Site highlighted on location map in red.



Figure 124 Image of site from Southeast Federal Highway.

04-38-41-000-000-00380-6	
Future Land Use	Downtown
Zoning	Urban Center
Site Area (acres)	6.2964
Building Floorspace (sf)	45,576 - (3) stories
Total Assessed Value	\$8,751,080
Current Use	Financial institution

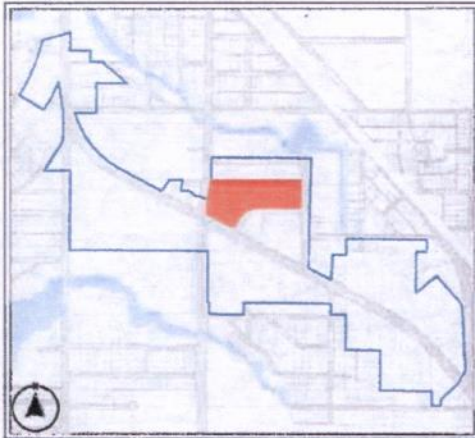


Figure 125 Site highlighted on location map in red.



Figure 126 Image of site from Southeast Federal Highway parking lot.

04-38-41-018-000-00050-5	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	1.7821
Building Floorspace (sf)	27,529 - (3) stories
Total Assessed Value	\$2,376,430
Current Use	Financial institution

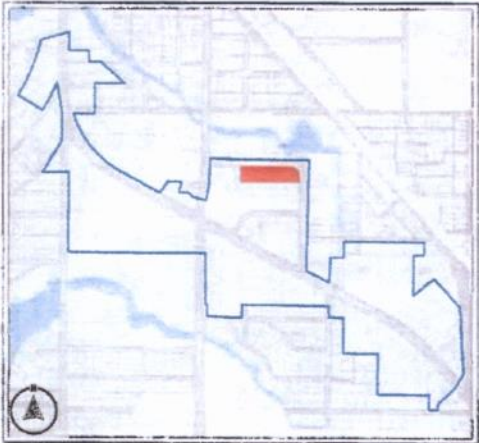


Figure 127 Site highlighted on location map in red



Figure 128 Image of site from Southeast Kindred Street.

04-38-41-000-000-00370-8	
Future Land Use	Downtown
Zoning	Urban Center
Site Area (acres)	0.9820
Building Floorspace (sf)	8,041
Total Assessed Value	\$676,880
Current Use	Auto Sales/Repair

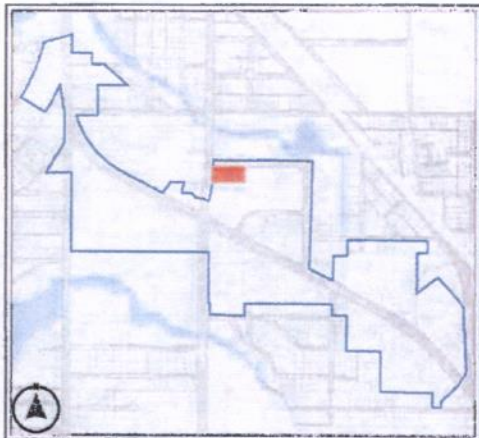


Figure 129 Site highlighted on location map in red.

OLDE TOWN STUART AUTO (HARRIS AUTOMOTIVE GROUP)



Figure 130 Image of site from South Colorado Avenue.

05-38-41-000-000-00310-8	
Future Land Use	Downtown
Zoning	Urban Center
Site Area (acres)	0.4367
Building Floorspace (sf)	2,262
Total Assessed Value	\$599,420
Current Use	Service Station

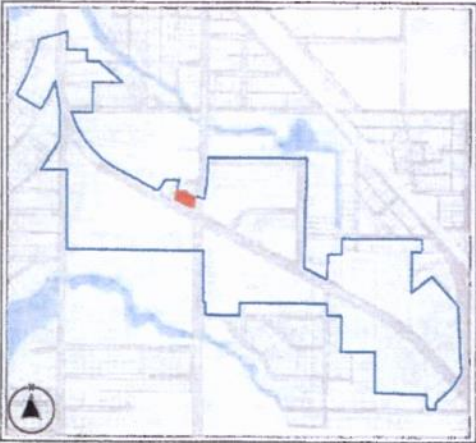


Figure 131 Site highlighted on location map in red.



Figure 132 Image of site from Southwest Federal Highway.

INVENTORY: PROPERTY CUT SHEETS

05-38-41-000-000-00290-2	
Future Land Use	Downtown
Zoning	Urban Center
Site Area (acres)	0.5438
Building Floorspace (sf)	4,320
Total Assessed Value	\$587,000
Current Use	Drive-in restaurant

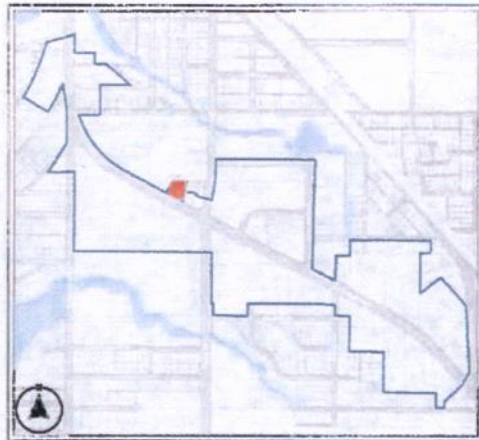


Figure 133 Site highlighted on location map in red.

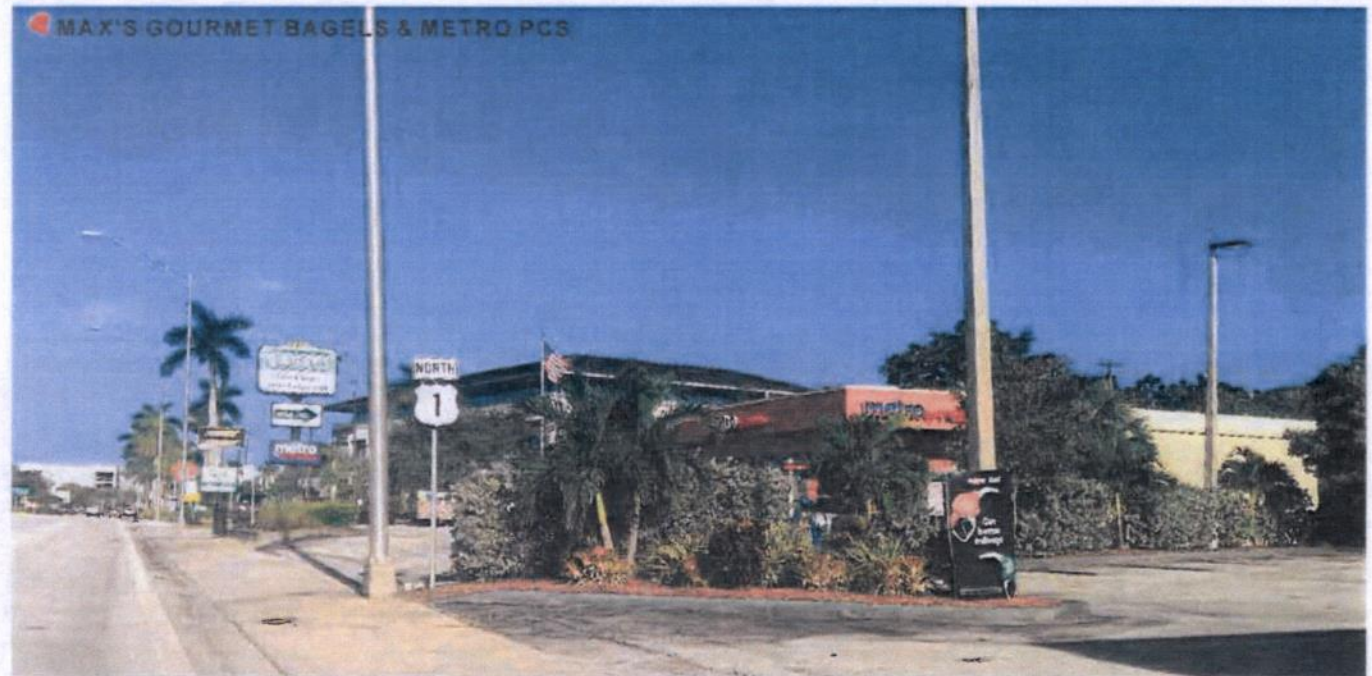


Figure 134 Image of site from Southwest Federal Highway.

05-38-41-000-000-00340-2	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	15.0000
Building Floorspace (sf)	128,328
Total Assessed Value	\$8,984,270
Current Use	Shopping center

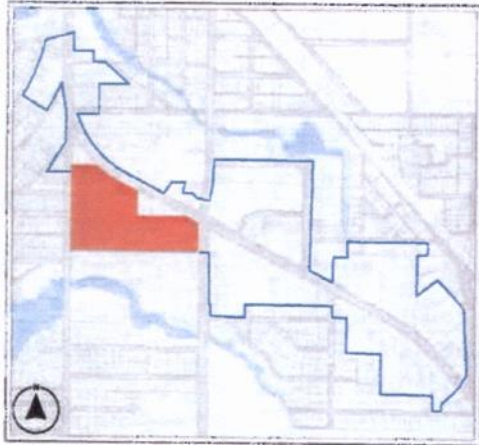


Figure 136 Site highlighted on location map in red.



Figure 136 Image of site from Southwest Federal Highway.

Figure 137 Image of site from Southwest Federal Highway.



INVENTORY: PROPERTY CUT SHEETS

05-38-41-000-000-00400-9	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	0.3692
Building Floorspace (sf)	1,726
Total Assessed Value	\$449,670
Current Use	Service Station

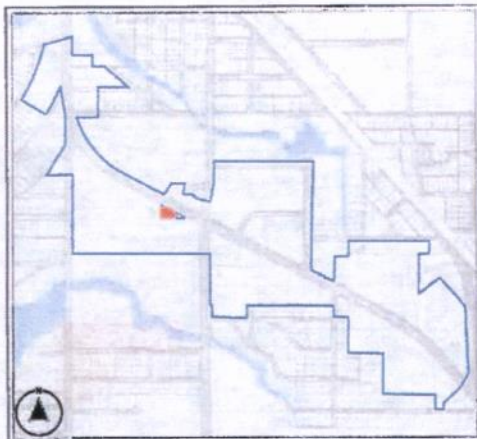


Figure 138 Site highlighted on location map in red.



Figure 139 Image of sites from Southwest Federal Highway.

05-38-41-000-000-00380-3	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	0.339
Building Floorspace (sf)	1,200
Total Assessed Value	\$293,140
Current Use	Drive-In Restaurant

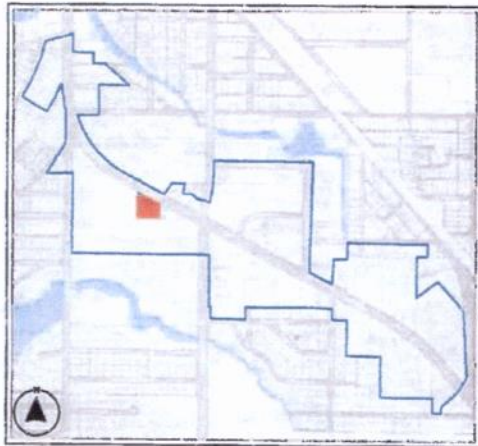


Figure 140 Site highlighted on location map in red.

05-38-41-000-000-00370-5	
Future Land Use	Commercial
Zoning	B2
Site Area (acres)	0.581
Building Floorspace (sf)	1,074
Total Assessed Value	\$418,180
Current Use	Drive-In Restaurant

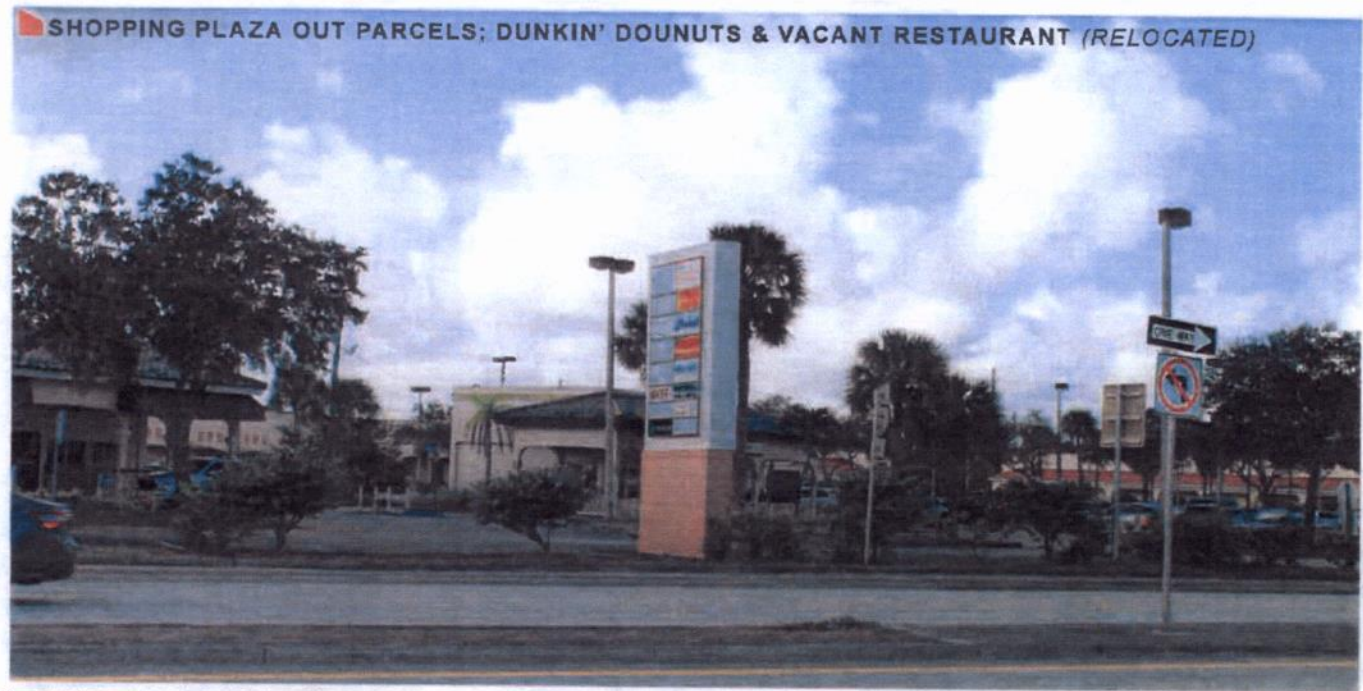


Figure 141 Image of both sites from Southwest Federal Highway.

05-38-41-000-000-00330-4	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.8200
Building Floorspace (sf)	3,046
Total Assessed Value	\$587,780
Current Use	Vacant Drive-in Restaurant

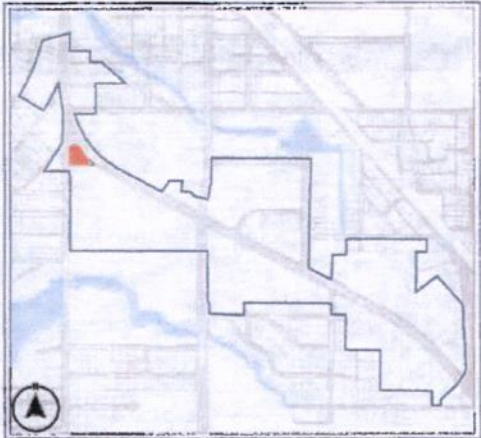


Figure 142 Site highlighted on location map in red.



Figure 143 Image of site from Southwest Federal Highway.

05-38-41-002-000-01730-6	
Future Land Use	Office-Residential
Zoning	B2
Site Area (acres)	0.3689
Building Floorspace (sf)	Not applicable
Total Assessed Value	\$128,540
Current Use	Vacant

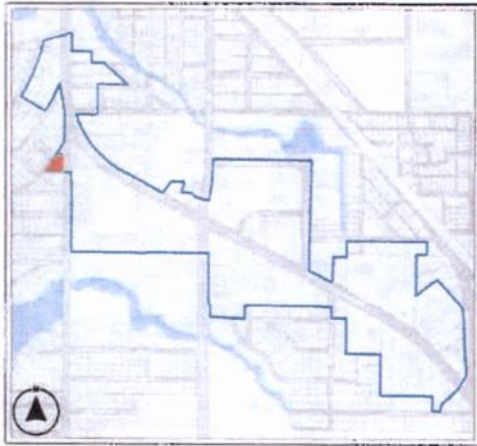


Figure 144 Site highlighted on location map in red.



Figure 145 Image of site from Southwest Federal Highway.

05-38-41-006-003-00010-9	
Future Land Use	Downtown
Zoning	Urban Highway
Site Area (acres)	0.9908
Building Floorspace (sf)	6,537
Total Assessed Value	\$445,000
Current Use	Hotels/Motels

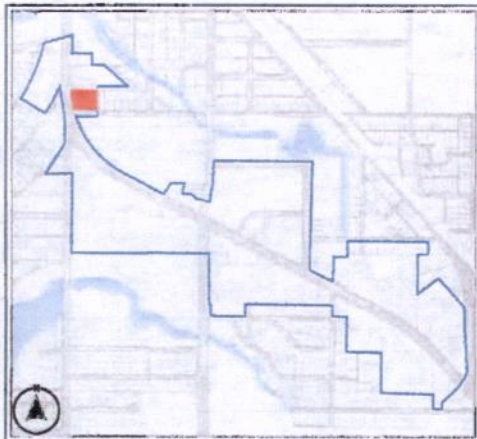


Figure 146 Site highlighted on location map in red.



Figure 147 Image of site from Southwest Federal Highway.

05-38-41-006-001-00050-4	
Future Land Use	Downtown
Zoning	Urban Highway & Urban Waterfront
Site Area (acres)	0.8452
Building Floorspace (sf)	13,785
Total Assessed Value	\$835,250
Current Use	Office building

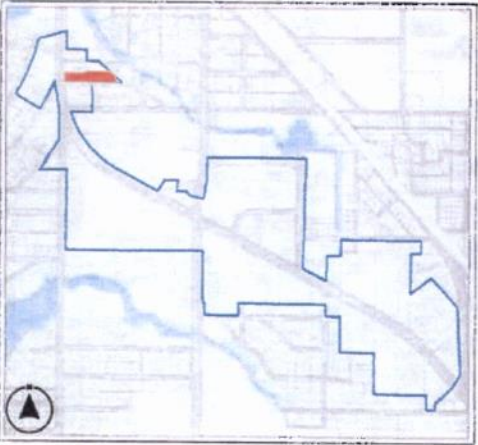


Figure 148 Site highlighted on location map in red.

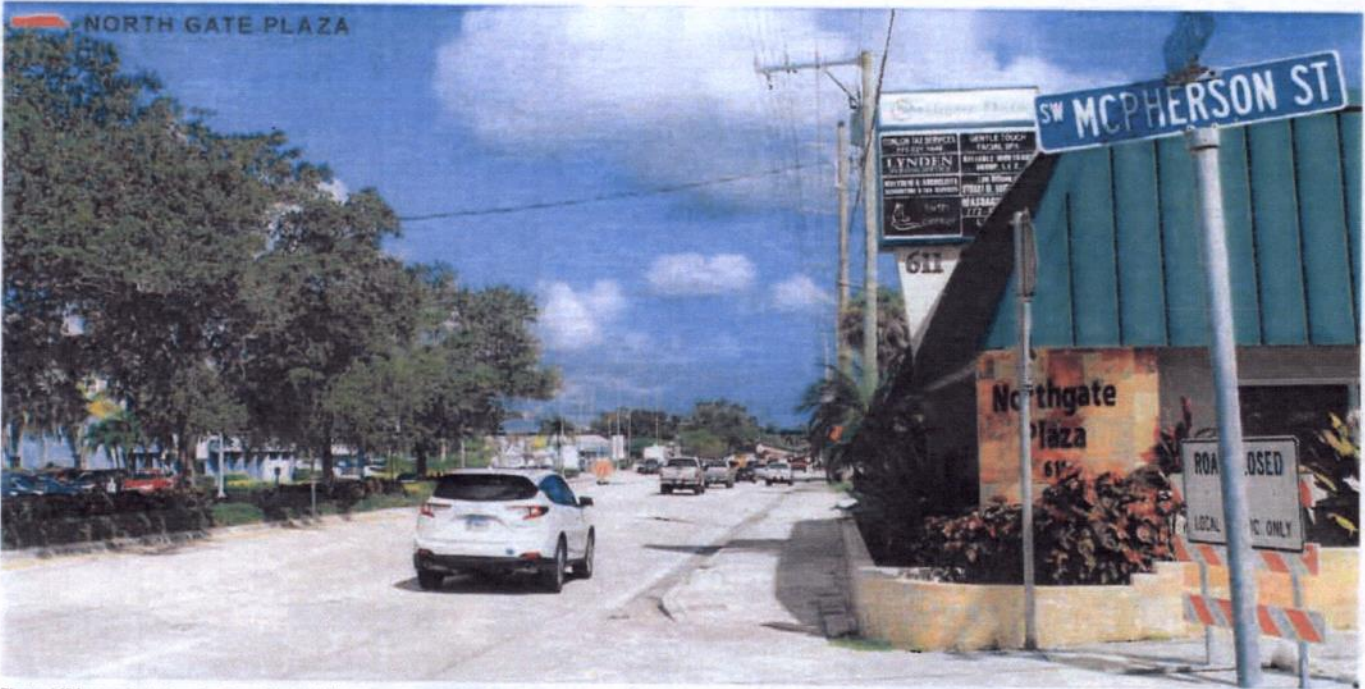


Figure 149 Image of site from Southwest Federal Highway.

Future Land Use	Downtown
Zoning	Urban Highway & Urban Waterfront
Site Area (acres)	0.82
Building Floorspace (sf)	5,699
Total Assessed Value	\$468,420
Current Use	Apartments

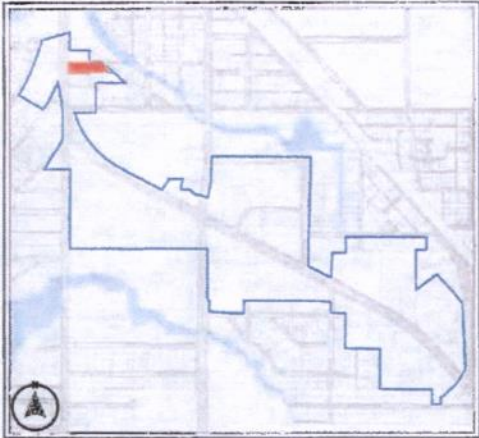


Figure 150 Site highlighted on location map in red.



Figure 151 Image of site from Southwest Federal Highway.

05-38-41-000-000-00180-5	
Future Land Use	Downtown
Zoning	Urban Highway & Urban Waterfront
Site Area (acres)	0.4379
Building Floorspace (sf)	None applicable
Total Assessed Value	\$154,490
Current Use	Vacant

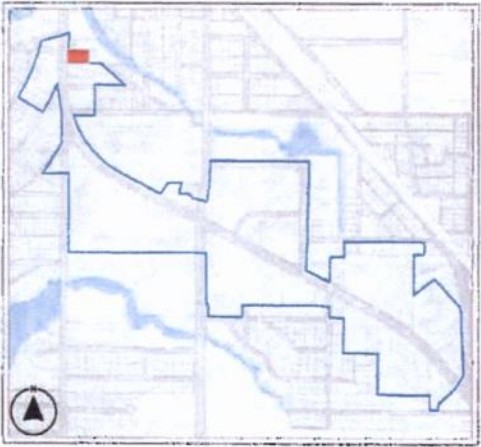


Figure 152 Site highlighted on location map in red.



Figure 153 Image of site from Southwest Federal Highway.

05-38-41-001-000-01170-4	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.3843
Building Floorspace (sf)	1,851
Total Assessed Value	\$140,100
Current Use	Mixed use

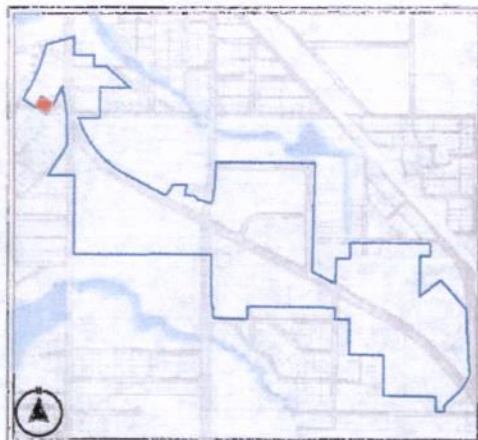


Figure 154 Site highlighted on location map in red.



Figure 155 Image of site from Southwest Bryant Avenue.

05-38-41-001-000-01000-0	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.7800
Building Floorspace (sf)	5,796
Total Assessed Value	\$693,000
Current Use	Vacant

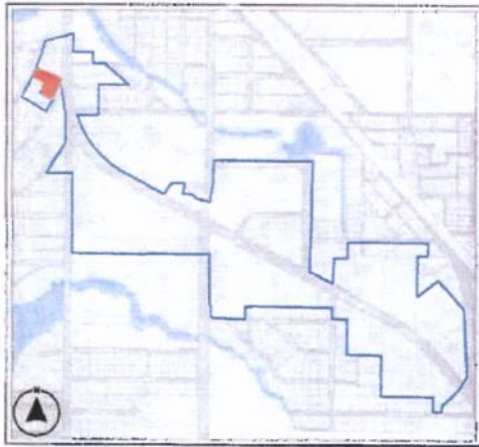


Figure 156 Site highlighted on location map in red.

05-38-41-001-000-01160-6	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.18
Building Floorspace (sf)	None applicable
Total Assessed Value	\$76,670
Current Use	Vacant



Figure 157 Image of site from Southwest Federal Highway.

05-38-41-001-000-01160-6	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.7441
Building Floorspace (sf)	3,255
Total Assessed Value	\$349,690
Current Use	Auto Sales

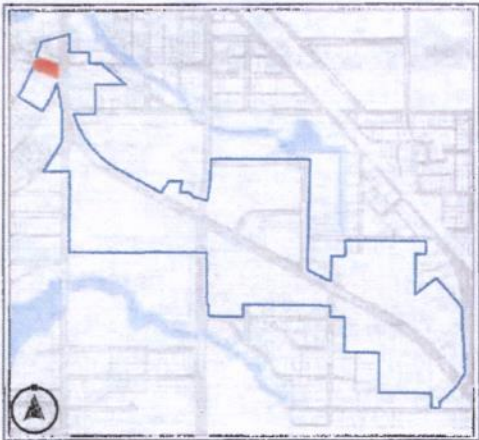


Figure 158 Site highlighted on location map in red.



Figure 159 Image of site from Southwest Federal Highway.

05-38-41-001-000-01040-2	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.2461
Building Floorspace (sf)	2,720
Total Assessed Value	\$571,200
Current Use	Vacant

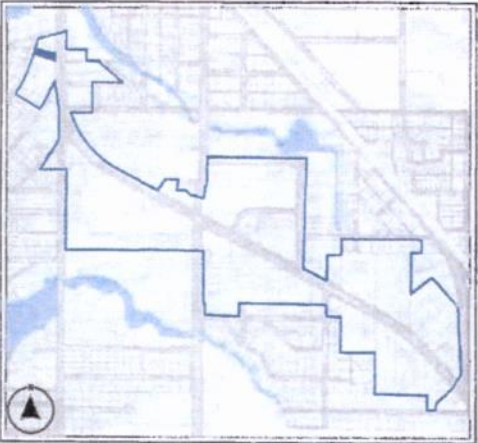


Figure 160 Site highlighted on location map in red.



Figure 161 Image of site from Southwest Federal Highway.

INVENTORY: PROPERTY CUT SHEETS

05-38-41-001-000-01050-9	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.22
Building Floorspace (sf)	8,085 - (2) stories
Total Assessed Value	\$534,300
Current Use	Office building

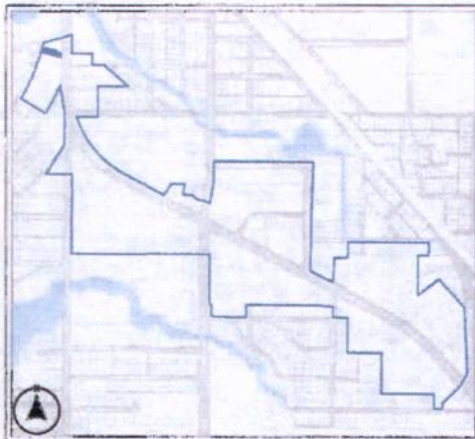


Figure 162 Site highlighted on location map in red.



Figure 163 Image of site from Southwest Federal Highway.

05-38-41-001-000-01060-7	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.3417
Building Floorspace (sf)	7,117 - (2) stories
Total Assessed Value	\$904,620
Current Use	Medical & professional offices

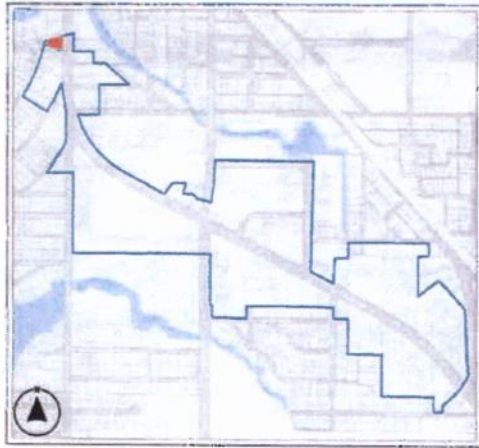


Figure 154 Site highlighted on location map in red.



Figure 155 Image of site from Southwest Federal Highway.

INVENTORY: PROPERTY CUT SHEETS

05-38-41-001-000-00980-6	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	0.336
Building Floorspace (sf)	548
Total Assessed Value	\$179,540
Current Use	Single Family Dwelling

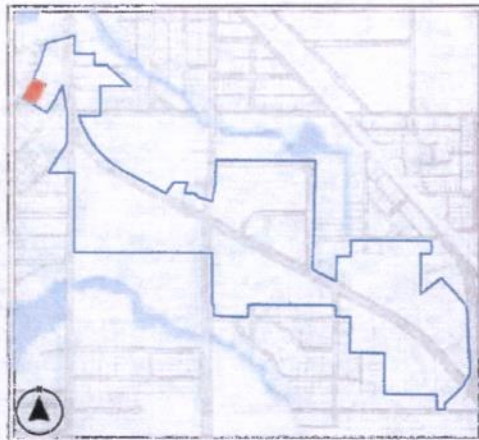


Figure 166 Site highlighted on location map in red.

05-38-41-001-000-00960-0	
Future Land Use	Commercial
Zoning	B-2
Site Area (acres)	.336
Building Floorspace (sf)	2,956
Total Assessed Value	\$334,800
Current Use	Triplex

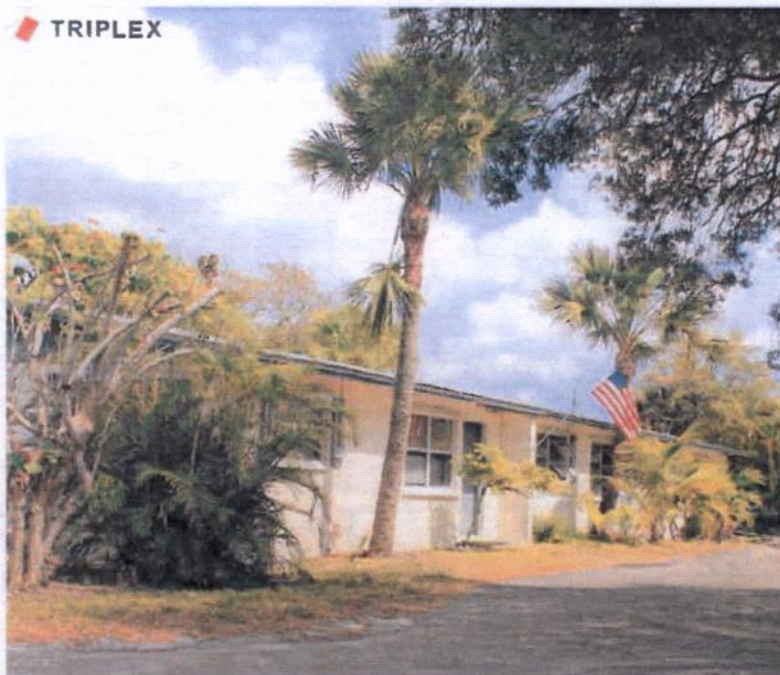
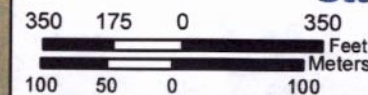


Figure 167 Image of site from Southwest Cleveland Avenue.





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

Meeting Date: 8/28/2023

Prepared by: Vince Felicione

Title of Item:

AMENDING CHAPTER 22, FIRE PREVENTION, OF CODE OF ORDINANCES, ADDING A NEW SECTION (RC):

ORDINANCE No. 2522-2023; AN ORDINANCE OF THE CITY OF STUART AMENDING CHAPTER 22; FIRE PREVENTION; OF THE CODE OF ORDINANCES; ADDING A NEW SECTION 22-63; TO REQUIRE ELECTRONIC REPORTING OF ALL FIRE PROTECTION SYSTEM INSPECTION REPORTS; PROVIDING FOR A SEVERABILITY CLAUSE AND A CONFLICTS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

With the advancement of technology and the available access to the internet by all, requiring electronic reporting of fire protection systems inspection reports will be more efficient, cost effective, and result in higher compliance with inspection requirements. The City Commission determines that it is in the best interest of the public safety and welfare of its citizens to amend Chapter 22 relating to fire prevention, to ensure all fire protection system inspection reports are being promptly reported electronically to the City.

Funding Source:

N/A

Recommended Action:

Motion to approve Ordinance Number 2522-2023

ATTACHMENTS:

1. Ordinance 2522-2023 - Amnding Chap 22 Fire Prevention - Electronic Reporting



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

ORDINANCE NUMBER 2522-2023

AN ORDINANCE OF THE CITY OF STUART AMENDING CHAPTER 22; FIRE PREVENTION; OF THE CODE OF ORDINANCES; ADDING A NEW SECTION 22-63; TO REQUIRE ELECTRONIC REPORTING OF ALL FIRE PROTECTION SYSTEM INSPECTION REPORTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, The Florida Fire Prevention Code is adopted by the State Fire Marshal at three-year intervals as required by Chapter 633.202 Florida Statutes. This complex set of fire code provisions are adopted for use statewide every three years without adoption by local governments; and amongst many other matters, regulates the inspection and reporting of fire protection systems such as fire sprinkler systems, fire extinguishers, fire alarm systems, etc.; and,

WHEREAS, with the advancement of technology and the available access to the internet by all, requiring electronic reporting of fire protection systems inspection reports will be more efficient, cost effective, and result in higher compliance with inspection requirements; and,

WHEREAS, It is the intent of the City Commission to maintain the highest of standards as it relates to fire protection and prevention. To reduce the vulnerability of the people and property of the City of Stuart, Florida; and,

WHEREAS, the City Commission determines that it is in the best interest of the public safety and welfare of its citizens to amend Chapter 22 relating to fire prevention, to ensure all fire protection system inspection reports are being promptly reported electronically to the City.

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

SECTION 1: The City of Stuart Code of Ordinances, Fire Prevention Chapter 22, Article III Fire Codes, is hereby amended by adding a new Section 22-63 to read in its entirety as follows:

ARTICLE III. FIRE CODES

Sec. 22-63. Protection Systems Electronic Inspection Reporting Requirement

Properly functioning fire protection systems are a vital element in saving lives and property. The maintenance and operation of these systems is critical for them to function properly. Any new or existing fire protection system inspection report shall be electronically uploaded to an approved reporting system as determined by the City of Stuart Fire Rescue Department. Examples of fire protection inspection reports include, but are not limited to, fire alarm systems, fire sprinkler systems, kitchen suppression systems, emergency radio communication enhancement systems/BDA, chemical suppression systems, to name a few. All companies/contractors who service, test, install and/or maintain fire protection systems within the city are required to enroll and utilize an approved service to file electronic reports of all system inspections. The City of Stuart is currently using The Compliance Engine for this service.

SECTION 2: If any section, phrase, sentence or portion of this section is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This ordinance shall be codified into the Code of Ordinances upon adoption.

SECTION 5: This ordinance shall take effect immediately upon adoption.

Passed on first reading the ____ day of _____, 2023.

CITY OF STUART, FLORIDA
ORDINANCE No. 2522-2023

Commissioner _____ offered the foregoing Ordinance and moved its adoption.

The motion was seconded by Commissioner _____ and upon being put to a roll call vote,
the vote was as follows:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading 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