City of Stuart

A G E N D A

REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD April 27, 2020
AT 5:30 PM Commission Chambers & ZOOM Telecommunications
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Michael J. Meier
Vice Mayor Eula R. Clarke
Commissioner Becky Bruner
Commissioner Kelli Glass Leighton
Commissioner Merritt Matheson

ADMINISTRATIVE

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

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

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

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

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.
(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

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

ROLL CALL

THIS MEETING WILL BE A HYBRID IN PERSON/REMOTE MEETING.

*****PUBLIC COMMENT - Comment will be taken at the beginning of the meeting for ALL agenda items. This is done to help control the hybrid nature of the meeting.*****

In Person: City Hall can accommodate a small number of citizen participants. Overflow citizens will be directed to Flagler Place (201 Flagler Ave., Stuart) where larger rooms can accommodate social distancing. Public comment will be taken live via audio/video conference with commissioners.

Teleconference: Citizens can attend from the comfort of their home via telephone, computer, laptop, tablet or smartphone. Click the below link or call the below phone number to attend.

The city reserves the right to revoke anyone's virtual attendance for cause, just as the sergeant at arms would at an in person meeting.

JOIN MEETING:
https://zoom.us/j/93385591276

If you wish to speak during public comment, click participants then click raise hand at bottom of window. Your microphone will be unmuted when you are called to speak and you will be invited to activate your camera if you wish. Both will be deactivated once you have completed your comment.

Meeting ID: 933 8559 1276
Dial In numbers:
+1 312 626 6799 US
+1 646 558 8656 US
+1 253 215 8782 US
+1 301 715 8592 US
If you wish to speak during public comment press *9 to raise your hand. You will be called by your partially displayed phone number so please listen for that number. The host will lower your hand and mute your line after speaking.

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

PRESENTATIONS

1. EMPLOYEE OF THE MONTH - MARCH

2. EMPLOYEE OF THE MONTH - APRIL

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (5 Minutes Max.) (ALL COMMENTS FOR EVERY AGENDA ITEM

TAKEN AT THIS TIME)

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

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.*

3. APPROVAL OF MINUTES; 03/03/2020 JT CCM/LPA, 03/10/2020 JT CCM/LPA, 03/17/2020 SCM, 04/03/2020 SCM, AND 04/13/2020 CCM (RC)

4. AWARD OF ITB #2020-203: FRAZIER CRESCENT SUBDIVISION STREETSCAPE IMPROVEMENTS PROJECT (RC):

RESOLUTION No. 41-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2020-203, FRAZIER CRESCENT SUBDIVISION STREETSCAPE IMPROVEMENTS PROJECT TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER TOTAL UNIT PRICE OF $252,306.55 TO HEAVY CIVIL, INC OF NORTH MIAMI BEACH, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

5. LOAN APPLICATION - MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT (RC):

RESOLUTION No. 42-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RELATED TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE FINANCIAL SERVICES DIRECTOR TO SUBMIT THE LOAN APPLICATION AGREEMENT FOR THE $635,835.00 MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE LOAN AGREEMENT; DESIGNATING AUTHORIZED REPRESENTATIVES; ESTABLISHING PLEDGED REVENUES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; SEVERABILITY, AND EFFECTIVE DATE.

6. BA #5 - MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT (RC):

RESOLUTION No. 44-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT No. 5 TO THE 2019-2020 WATER SEWER FUND; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF ADDITIONAL FUNDS FOR THE MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

7. AWARD OF RFP #2020-103: GRANT WRITING/PROGRAM ADMINISTRATION SERVICES FOR CDBG (RC):

RESOLUTION No. 45-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF RFP #2020-103, GRANT WRITING/PROGRAM ADMINISTRATION SERVICES FOR CDBG TO THE TOP RANKED FIRM, GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC., OF DADE CITY, FLORIDA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

8. AWARD OF ITB #2020-201: MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT (RC):

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2020-201, MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER TOTAL UNIT PRICE OF $699,995.50 TO PRP CONSTRUCTION GROUP, LLC. OF INDIANTOWN, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9. FLAGLER CENTER USE FOR PUBLIC CITY MEETINGS (RC):

RESOLUTION No. 47-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, UTILIZING THE FLAGLER CENTER FOR PUBLIC MEETING PARTICIPATION AND ABATING RENT DUE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

10. AWARD OF ITB #2020-202: FEDERAL HWY MEDIAN IMPROVEMENTS PROJECT (RC):

RESOLUTION No. 51-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2020-202, FEDERAL HWY MEDIAN IMPROVEMENTS PROJECT TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER TOTAL UNIT PRICE OF $237,626.79 TO SUNSHINE LAND DESIGN OF STUART, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

11. AMENDMENT TO FEDERAL HIGHWAY MAINTENANCE AGREEMENT (RC):

RESOLUTION No. 40-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A DISTRICT FOUR (4) MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND THE CITY OF STUART RELATING TO THE PROPOSED ROADWAY LANDSCAPING IMPROVEMENTS WITHIN THE RIGHT-OF-WAY OF STATE ROAD 5/NW FEDERAL HIGHWAY (US HIGHWAY 1) FROM THE ROOSEVELT BRIDGE NORTHERN TERMINUS TO NW BAKER ROAD; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

12. 604 OCEAN BOULEVARD IMPACT FEE CREDIT (QUASI-JUDICIAL) (RC):

RESOLUTION No. 48-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ESTABLISHING AN ACCOUNT REFLECTING THE SURPLUS RESIDENTIAL IMPACT FEE UNITS PURSUANT TO ARTICLE III, SECTION 32-68(E), OF THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

13. APPROVAL OF HUDSON'S ON THE RIVER LEASE (FORMALLY PELICAN CAFE) (RC):

RESOLUTION No. 49-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A LAND LEASE BETWEEN THE CITY OF STUART, FLORIDA AND HUDSON'S ON THE RIVER REPLACING THE PELICAN CAFÉ LEASE, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

14. CHARTER REVIEW BOARD FINAL REPORT (RC):

RESOLUTION No. 52-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ACCEPTING THE FINAL REPORT OF THE CHARTER REVIEW BOARD AND DIRECT STAFF ON FINAL CHARTER AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

15. SPECIAL ELECTION GROUP IV (RC):

RESOLUTION No. 50-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AND GIVING NOTICE OF A SPECIAL ELECTION TO BE HELD FOR A VACANT CITY COMMISSION SEAT (GROUP IV); REQUESTING THAT THE SUPERVISOR OF ELECTIONS PERFORM CERTAIN ELECTION SERVICES IN CONNECTION WITH SAID ELECTION; AUTHORIZING THE CITY MANAGER TO REIMBURSE THE SUPERVISOR OF ELECTIONS FOR COST OF SERVICES RENDERED; SETTING THE ELECTION TO COINCIDE WITH THE REGULAR ELECTION OF THE CITY COMMISSION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE FIRST READING

ORDINANCE SECOND READING

16. ABANDONMENT OF RIGHT OF WAY AT OSCEOLA STREET (RC):

ORDINANCE No. 2431-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 50-FOOT RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF KRUEGER PARK, AS RECORDED IN PLAT BOOK 1, PAGE 25, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS RUNNING EAST TO WEST, DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE: PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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.*

DISCUSSION AND DELIBERATION

17. OPTIONS FOR THE LEASE OF CITY OWNED HANEY CREEK COMMERCIAL PROPERTY (1001 NW FEDERAL HWY)

18. COVID-19 DISCUSSION ON NEXT STEPS

ADJOURNMENT

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/27/2020 **Prepared by:** David Dyess, City Manager

Title of Item:

THIS MEETING WILL BE A HYBRID IN PERSON/REMOTE MEETING.

*****PUBLIC COMMENT - Comment will be taken at the beginning of the meeting for ALL agenda items. This is done to help control the hybrid nature of the meeting.*****

In Person: City Hall can accommodate a small number of citizen participants. Overflow citizens will be directed to Flagler Place (201 Flagler Ave., Stuart) where larger rooms can accommodate social distancing. Public comment will be taken live via audio/video conference with commissioners.

Teleconference: Citizens can attend from the comfort of their home via telephone, computer, laptop, tablet or smartphone. Click the below link or call the below phone number to attend.

The city reserves the right to revoke anyone's virtual attendance for cause, just as the sergeant at arms would at an in person meeting.

JOIN MEETING:
https://zoom.us/j/93385591276

If you wish to speak during public comment, click participants then click raise hand at bottom of window. Your microphone will be unmuted when you are called to speak and you will be invited to activate your camera if you wish. Both will be deactivated once you have completed your comment.

Meeting ID: 933 8559 1276
Dial In numbers:
+1 312 626 6799 US
+1 646 558 8656 US
+1 253 215 8782 US
+1 301 715 8592 US
If you wish to speak during public comment press *9 to raise your hand. You will be called by your partially displayed phone number so please listen for that number. The host will lower your hand and mute your line after speaking.

Summary Explanation/Background Information on Agenda Request:

Funding Source:

Recommended Action:

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/27/2020 **Prepared by:** jchrulski

Title of Item:

EMPLOYEE OF THE MONTH - MARCH

Summary Explanation/Background Information on Agenda Request:

The Community Services Department is recommending the City of Stuart's March 2020, Employee of the Month. (Memo attached)

Funding Source:

N/A

Recommended Action:

Accept and award **Jessica Tharp** "Employee of the Month" award.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	March 2020 - Employee of Month Memo	3/12/2020	Attachment

City of Stuart

Julie McHenry | Division Manager
Community Services Department
121 SW Flagler Ave. Stuart Fl. 34994
Phone: 772.288.5340

MEMORANDUM

To: David Dyess, City Manager; Jim Chrulski, Director of Community Services

From: Julie McHenry, Community Services Recreation Division Supervisor

Date: March 10, 2020

Re: March 2020 Employee of the Month - Jessica Tharp

Dear Mr. Dyess and Mr. Chrulski,

It is my privilege to recommend Jessica Tharp as the City of Stuart's Employee of the Month for March 2020.

After only having been employed since March 2017, Jessica has made a great impact on the climate of the City of Stuart.

Jessica has such passion and experience in the world of community and recreation. She has spent most of her working years in the world of recreation, and in fact, she is actively pursuing a bachelor's degree in Recreation and Sports Management.

Since her employment with the city, Jessica has been a representative in numerous events such as Father Fest, Kiwanis backpack giveaway, Back-to-School bash at 10th Street, NAACP meetings, National Night Out, Grad Bash, Heritage Fest, and Water Fest. She has collaborated and participated in and on committees such as Martin County Healthy Start, Father & Child Connection, Martin County Health Department, Water Smart Treasure Coast Task Force, Martin County Interagency Coalition Meetings, and she is currently working with the Census Bureau on the Complete Count Committee.

Jessica has played a primary role in the developing and facilitating the City's Movie in the Park series, which has had great success as a fun, free, family evening spotlighting the beautiful parks in the city, the Easter Spring Fling, and Community Kitchen Nutrition Classes which are held quarterly at the 10th Street Community Center.

Julie McHenry | Division Manager
Community Services Department
121 SW Flagler Ave. Stuart Fl. 34994
Phone: 772.288.5340

Jessica is being spotlighted this month due to her excellence in reinforcing the City of Stuart's mission of focusing on wellness. Jessica is the Wellness Ambassador for the 10th Street Community Center and works diligently to ensure City employees receive healthy and delicious snacks, as well as plans for events that promote a healthy and active lifestyle. She is constantly working on events that will benefit the health of the community, such as the Community Kitchen Nutrition classes. Where the spotlight really falls is her production of the Annual Sailfish Sprint 5/10K Race, which the 3rd annual was hosted on February 29, 2020. This is the third year that she has successfully produced a health focused event that hosted almost 300 participants. Not only does she produce this race, six-weeks prior to the race, she hosts weekly training sessions to help novice runners prepare for the event.

Due to her dedication and outstanding work for the City of Stuart and staying true to the focus on Wellness, I am proudly recommending Jessica Tharp for Employee of the Month, March 2020.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/27/2020 **Prepared by:** Vince Felicione

Title of Item:

EMPLOYEE OF THE MONTH - APRIL

Summary Explanation/Background Information on Agenda Request:

See attached memo

Funding Source:

N/A

Recommended Action:

N/A

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Employee of the Month April 2020	4/14/2020	Attachment

City of Stuart Fire Rescue

800 SE Martin Luther King Blvd, Stuart, FL 34994

Vincent Felicione, Fire Chief/Fire Marshal

vfelicione@ci.stuart.fl.us

772-600-1287

ISO CLASS 1 DEPARTMENT

April 15, 2020

To: David Dyess, City Manager

From: Vince Felicione, Fire Chief

Re: April Employee of the Month – Bob Cummings

Dear Mr. Dyess:

Bob Cummings was hired at the City of Stuart Fire Rescue in 2014. Prior to the City of Stuart, he was a Master Mechanic for the Ford Motor Co. for over 30 years. Bob is also a certified Master Emergency Vehicle Technician, which is a specialized training program for the repairs of fire engines and ambulances.

Some months ago, city vehicle maintenance was short staffed and did not have the ability to do certain repairs on our emergency vehicles. Bob stepped up and made numerous repairs to our fleet that ultimately saved the city large amounts of money. Bob's role is extremely vital to the day-to-day operations of the Fire Rescue Department. Bob offers to stay late to complete repairs, come in early whenever needed and work after hours and weekends just to ensure our emergency vehicles/equipment are available to serve our community.

The daily operations of our Fire Rescue department highly depend on his skills. Bob has diagnosed and repaired our emergency vehicles in a few hours where it would have normally taken days to send out to a shop and get it back.

It is with great pride to recommend Bob Cummings as April's Employee of the Month, as he is more than deserving of this recognition.

Respectfully,

Vince Felicione

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/27/2020 **Prepared by:** Mary Kindel

Title of Item:

APPROVAL OF MINUTES; 03/03/2020 JT CCM/LPA, 03/10/2020 JT CCM/LPA, 03/17/2020 SCM, 04/03/2020 SCM, AND 04/13/2020 CCM (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Minutes.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	03/03/2020 JT CCM LPA EAR WORKSHOP #2 MINUTES	4/19/2020	Attachment
🗋	03/10/2020 JT CCM LPA EAR WORKSHOP #3 MINUTES	4/19/2020	Attachment
🗋	03/17/2020 SCM MINUTES	4/19/2020	Attachment
🗋	04/03/2020 SCM MINUTES	4/19/2020	Attachment
🗋	04/13/2020 CCM MINUTES	4/20/2020	Attachment

MINUTES
JOINT CITY COMMISSION
HELD March 3, 2020
AT 5:30 PM Commission Chambers - EAR WORKSHOP PART 2
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION
Mayor Michael J. Meier
Vice Mayor Eula R. Clarke
Commissioner Becky Bruner
Commissioner Kelli Glass Leighton
Commissioner Merritt Matheson

LOCAL PLANNING AGENCY
Chair - Ryan Strom (ABSENT)
Vice Chair - Li Roberts (LATE 5:37 PM)
Board Member - Larry Massing
Board Member - Bill Mathers
Board Member - Christina de la Vega (ABSENT)
Board Member - Michael Herbach
Board Member - Campbell Rich
Ex Officio - Garret Grabowski

ADMINISTRATIVE
City Manager, David Dyess
City Attorney, Michael J. Mortell
City Clerk, Mary R. Kindel
Development Director, Kevin Freeman
Board Secretary, Jordan Pinkston

 **5:31 PM ROLL CALL**

Present: Mayor Mike Meier, Vice Mayor Eula Clarke, Commissioner Becky Bruner, Commissioner Kelli Glass Leighton, Commissioner Merritt Matheson, Board Member Larry Massing, Board Member Bill Mathers, Board Member Michael Herbach, Board Member Campbell Rich

Absent: Chair Ryan Strom and Board Member Christina de la Vega

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

Commissioner Clarke commented on the Coronavirus and that at Monday's Commission Meeting she will be requesting to attend an upcoming meeting with the League of Cities.

COMMENTS BY CITY MANAGER

No comments.

APPROVAL OF AGENDA

5:34 PM MOTION: Move approval of the agenda.
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Matheson
Motion passed unanimously.

COMMENTS FROM THE PUBLIC

No comments.

CONSENT CALENDAR

1. APPROVAL OF JOINT 02/25/2020 CCM/LPA MINUTES.

END OF CONSENT CALENDAR

5:35 PM MOTION: Move approval of the Joint LPA 2/25 Minutes.
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

DISCUSSION AND DELIBERATION

2. EVALUATION AND APPRAISAL REPORT (EAR) WORKSHOP #2 (of 3):

PROMOTE DIVERSE, ATTRACTIVE AND HEALTHY HOUSING AND STRENGTHEN THE LOCAL ECONOMY COMBINED CITY COMMISSION AND LOCAL PLANNING AGENCY PUBLIC WORKSHOP.

Amy Worsham, Cardno Regional Services Manager and City's Consultant, introduced the Neighborhoods pillar of the Comp Plan and suggested recommendations.

Neighborhoods – Future Land Use

The Commission and LPA reviewed and discussed the recommendations.

Mayor Meier confirmed that the Community Redevelopment Plan will be housed under the Community Redevelopment Agency element.

5:37 PM Board Member Li Roberts arrived.

Board Member Matheson asked for clarification on stormwater requirements. Amy Worsham explained the requirements if it is not within a Master Plan.

Discussion occurred of the Land Development Code policies regarding stormwater management.

Kev Freeman discussed the current processes that occur in the City of Stuart.

Bill Mathers suggested including streets as an additional objective.

Discussion occurred of the Land Development Code policies regarding parking requirements. Li Roberts said that there is a difference of infilling something and developing something and gave examples. Mayor Meier asked about a Transit Mobility Master Plan in the mobility section and suggested that there are certain areas where parking requirements could be alleviated.

Mayor Meier shared his concerns about putting something in our Comp Plan about a train station instead of just making it a policy that we want to adopt. Discussion occurred about including train verbiage into the Comp Plan.

The Boards discussed what is included in creating a Transit Oriented Development District. Amy Worsham explained what it means to become this type of district.

City Attorney Mortell said that the train language that is currently in the Comp Plan was put there as encouragement of a future train station. Kev Freeman added that there were also resolutions made in favor.

Board Member Glass Leighton and Chair Meier agreed to keep the train language in the Comp Plan.

Discussion occurred about tree mitigation.

Neighborhoods – Housing

Discussion of what a wider range of multi-family housing types means in the City of Stuart and what our Comp Plan and Land Development Code currently offers compared to where we want to go. Board Member Glass Leighton requested that the term "allow" be changed to "consider" in the recommendation.

City Attorney Mortell explained what is currently listed in the code for dwelling units. Discussion occurred about these units being turned into Airbnb's and other housing types.

The Board briefly discussed the definition of a historic property.

Mayor Meier discussed his interest in multi-family residential overlay that could be applied to commercial zoned properties in certain areas. Commissioner Clarke asked if it is known approximately how much mixed-use we have in downtown. City Attorney Mortell commented that we do not have a good inventory because we identify it by parcel number. Discussion continued about mixed-use buildings in the City of Stuart.

Neighborhood – Recreation and Open Spaces

The Boards confirmed the definition of open space.

Mayor Meier brought up safety concerns for crosswalks in the City of Stuart and Vice Mayor Clarke would like to use guided lighting for pedestrian safety. Various discussion occurred about mass transit.

The Boards discussed trail systems and Board Member Mathers addressed the need to prioritize monies based on the usage of each space and the need to track these.

Mayor Meier discussed the art requirement in the CRA and recommended a pocket park incentive in other areas around the City of Stuart. Examples were given of pocket park and greenspace options.

Board Member Roberts proposed changing sod requirements and making it an objective. Kev Freeman said that they are trying to remove as much sod as they can and replaced by shrub plantings. Continued discussion occurred about updating the Landscape Code.

Historic Preservation and Neighborhood Vibrancy

Vice Mayor Clarke commented on the East Stuart area and the City needing to concentrate on enhancing vibrancy on the north side of town by creating a cultural heritage district.

Board Member Roberts explained why there is value in different district identities.

City Manager Dyess expressed that items 9, 10, and 11 on the recommended listing should not be included in the Comp Plan. Boards agreed to make the language more general as some of the programs are specific to the CRA.

Amy Worsham said that they are recommending adding a new element, Historic Preservation and Neighborhood Vibrancy, which would allow policies to be expanded throughout the City. Mayor Meier thinks that it is restrictive and too specific. Terminology revisions were discussed.

Community & Economic Development

Amy Worsham, Cardno Regional Services Manager and City's Consultant, introduced the Community & Economic Development pillar of the Comp Plan and suggested recommendations.

Discussion occurred regarding Opportunity Zones, including census tracks, benefits and City boundary.

City Manager Dyess recommended expanding recommendation #2 to promote entrepreneurship.

Board Member Roberts suggested not calling out Treasure Coast Regional Planning Council or Business Development Board of Martin County, but City Attorney Mortell reassured her that this is not the exact wording that will show up in the Comp Plan.

Mayor Meier expressed that he does not want to spend staff time or tax dollars on an Opportunity Zone marketing plan but would be open to easy promotion on the website. Board Member Glass Leighton was concerned about where the funding for these recommendations is coming from and why it needs to be included in the Comp Plan. Staff agreed to reign in the language.

The Boards requested striking #7.

Board Member Roberts read the current existing policy. Discussion about aligning the City's economic goals with the School District occurred.

Vice Mayor Clarke suggested rewording the District branding to promote art history.

Mayor Meier asked if there is any verbiage about us being an events City and suggested creating a goal or policy. City Attorney Mortell said we have a section of code designated for events, but it is not a Comp Plan issue. The Board discussed making a goal for the Comp Plan.

Commissioner Matheson requested to add "and/or" to the Army Corp of Engineers in the Land Use section. Board Member Mathers explained the current process of projects coming in. Discussions continued about the correct language and maps to use. Directions to staff would be to apply code to Army Corp of Engineers and SFWMD, with language to be determined.

7:42 PM ADJOURNMENT

CCM

Mary R. Kindel, City Clerk	**Michael J. Meier, Mayor**

Minutes to be approved at the Regular Commission Meeting this 27th day of April, 2020.

LPA

Mary R. Kindel, City Clerk	**Ryan Strom, Chair**

Minutes to be approved at the Regular Commission Meeting this 27th day of April, 2020.

MINUTES
JOINT CITY COMMISSION
HELD March 10, 2020
AT 5:30 PM Commission Chambers - EAR WORKSHOP PART 3
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION
Mayor Michael J. Meier
Vice Mayor Eula R. Clarke
Commissioner Becky Bruner
Commissioner Kelli Glass Leighton
Commissioner Merritt Matheson

LOCAL PLANNING AGENCY
Chair - Ryan Strom (Absent)
Vice Chair - Li Roberts (Absent)
Board Member - Larry Massing (Absent)
Board Member - Bill Mathers
Board Member - Christina de la Vega (Absent)
Board Member - Michael Herbach
Board Member - Campbell Rich
Ex Officio - Garret Grabowski

ADMINISTRATIVE
City Manager, David Dyess
City Attorney, Michael J. Mortell
City Clerk, Mary R. Kindel
Development Director, Kevin Freeman
Board Secretary, Jordan Pinkston

5:31 PM ROLL CALL

Present: Mayor Mike Meier, Vice Mayor Eula Clarke, Commissioner Becky Bruner, Commissioner Kelli Glass Leighton, Commissioner Merritt Matheson, Board Member Bill Mathers, Board Member Michael Herbach, and Board Member Campbell Rich

Absent: Chair Ryan Strom, Board Member Christia Li Roberts, Board Member Larry Massing, and Board Member Christina de la Vega

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

No comments.

COMMENTS BY CITY MANAGER

No comments.

APPROVAL OF AGENDA

5:32 PM MOTION: Move approval.
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

COMMENTS FROM THE PUBLIC (5 min. max)

No comments.

DISCUSSION AND DELIBERATION

1. EVALUATION AND APPRAISAL REPORT (EAR) WORKSHOP #3 (of 3):

ENHANCE MOBILITY FOR ALL RESIDENTS COMBINED CITY COMMISSION AND LOCAL PLANNING AGENCY PUBLIC WORKSHOP

Infrastructure - Mobility

Amy Worsham, Cardno Regional Services Manager and City's Consultant, introduced the Infrastructure pillar of the Comp Plan and suggested recommendations.

Boards reviewed the Mobility recommendations and provided staff their input. Mayor Meier suggested a connected bike map of bike lane locations. Board Member Herbach said he gave signage information to each of the members to improve bike safety.

Mayor Meier spoke about an advanced parking guidance system and other options such as digital signage, but is concerned about cost. Vice Mayor Clarke suggested a parking center kiosk. Discussion continued about alternative options and City parking studies.

Further discussions included downtown parking, a parking garage, e-bikes, parking study timelines and other alternative transportation. Board Member Mathers recommended planning parking garage locations now, so when the time comes the Commission is prepared. The Boards spoke about a potential train station and possible locations for additional parking.

Mayor Meier asked about the removal of the e-bike program from the recommendations and he would like to look into additional modes of transportation. Commissioner Glass Leighton advised that we should leave this out for now due to legal complications currently happening with other municipalities.

Infrastructure - Public Services

Staff clarified the City's Septic to Sewer Program. Further discussion of water reclamation, reclaimed infrastructure needs and commercial hookup incentives occurred.

Mayor Meier suggested adding a septic to sewer timeline to the Comp Plan. City Attorney Mortell explained past policies that would go against adding a timeline because it would make hooking up mandated. Amy Worsham will be going into more details with Public Works about verbiage.

Discussion occurred about solid waste education, commercial and residential recycling. City Attorney Mortell explained that we currently do not have a mandatory recycling requirement. Vice Mayor Clarke asked about implementing a solid waste and recycling system policy that shows our waste is being reused in the City. The Boards discussed the advantages, disadvantages and possible policies that could be implemented.

Board Member Herbach expressed his concerns about safety on crosswalks. City Manager Dyess said that staff is aware of the problem and staff will be addressing it.

 **6:33 PM ADJOURNMENT**

CCM

Mary R. Kindel, City Clerk	**Michael J. Meier, Mayor**

Minutes to be approved at the Regular Commission Meeting this 27th day of April, 2020.

LPA

Mary R. Kindel, City Clerk	**Ryan Strom, Chair**

Minutes to be approved at the Regular Commission Meeting this 27th day of April, 2020.

MINUTES
SPECIAL MEETING OF THE STUART CITY COMMISSION
HELD March 17, 2020
AT 10:00 AM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION
Mayor Michael J. Meier
Vice Mayor Eula R. Clarke
Commissioner Becky Bruner
Commissioner Kelli Glass Leighton
Commissioner Merritt Matheson

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

10:00 AM ROLL CALL

Present: Mayor Meier, Vice Mayor Clarke, Commissioner Bruner, Commissioner Glass Leighton, Commissioner Matheson

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

No comments.

COMMENTS BY CITY MANAGER

City Manager Dyess read ICS System Florida Statute 252.38 information to familiarize the board and audience on the statute as it relates to municipalities. Municipalities must coordinate with its County.

City Attorney Mortell noted that the City and the County's Declaration of State of Local Emergency are in compliance with each others.

APPROVAL OF AGENDA

10:02 AM MOTION: So moved.
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

COMMENTS FROM THE PUBLIC

No comments.

COMMISSION ACTION

1. DECLARATION OF EMERGENCY - COVID-19

RESOLUTION NO. 38-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY PERTAINING TO COVID-19; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

10:05 AM MOTION: Motion to approve, to bring it to the April 13th Meeting.
Moved by: Commissioner Matheson
Seconded by: Commissioner Glass Leighton
Motion passed unanimously.

DISCUSSION AND DELIBERATION

2. PUBLIC MEETINGS (ADVISORY BOARDS AND COMMISSION MEETINGS)

City Manager Dyess announced that the Martin County Commission Meeting will be tomorrow at the Blake Library with applicable space for people to spread out and that facility has been offered to the City for use. Staff is evaluating a meeting telecommunications product option called "Zoom" which can hold up to 1,000 people and allow for public comment via teleconference. Zoom offers various features that can work on any communication device and the number for the public to call in would be available on the City's agenda and website. If meetings are scheduled to be held via Zoom, the items on the agenda would be only necessary items/strictly business.

Commissioner Matheson commented that the City should consider cancelling all meetings other than commission meetings, feels the March 23rd Commission Meeting should be held and staff should look into the Zoom product. Optimistic the commission meetings can continue by opening the room by agenda item and continue items that historically draw a large crowd. Stated that our City cannot afford to shut down.

Commissioner Glass Leighton disagreed and commented that public safety is the priority and feels that if they hold the meeting on Monday, it puts residents in a difficult position as they may want to participate but feel unsafe coming to a public meeting. Feels the meeting needs to be cancelled on Monday.

Commissioner Matheson replied that if possible, it could be done remotely by Monday.

The Commission discussed and agreed that the Zoom product should be tested internally before being used for a public meeting.

Public Comment:

1) **Don Barber – Kanner Hwy; Riverland Cooperative resident and member of Riverland Committee commented on the Atlantic Realty hearings that are scheduled for an upcoming LPA Meeting and requested it in not cancelled or postponed but scheduled for some form of teleconference, taking into consideration the impact on the residential participation.**

 **10:22 AM MOTION: Motion that we authorize the City Manager to move forward with remote meetings.**
Moved by: Commissioner Matheson
Seconded by: Commissioner Glass Leighton
Motion passed unanimously.

City Attorney Mortell requested the Commission provide direction for upcoming meetings specifying the moving of agenda items from one meeting date to a date certain in order to try and maintain reposting and remailing of notices. In addition, the cancellation of the sub-committee meetings (advisory boards) impact the general meetings.

Mayor Meier agreed to moving all meetings up one, to the next meeting date.

City Attorney Mortell will add language to Resolution to confirm.

 **10:29 AM MOTION: All non-commission meetings to postpone, and then roll their agendas back one month, push all the items back one month, and for Commission Meetings, postpone the meetings until April 13th and roll all the agenda items on March 23rds meeting to April 13th and then roll all of April 13th's agenda items to the following meeting.**
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Bruner
Motion passed unanimously.

Mayor Meier requested the City have a very strong communications plan for the public meeting telecommunications program.

Commissioner Glass Leighton commented on the importance of the City testing the telecommunications equipment in-house prior to using it for public meetings.

Vice Mayor Clarke inquired about curfews. City Manager clarified that curfews come from the Martin County Sherriff's Department.

Commissioner Matheson encouraged all to take the COVID-19 virus seriously.

10:34 PM ADJOURNMENT

Mary R. Kindel, City Clerk	**Michael J. Meier, Mayor**

Minutes to be approved at the Regular Commission Meeting this 27th day of April, 2020.

MINUTES
SPECIAL MEETING OF THE STUART CITY COMMISSION
HELD April 3, 2020
AT 1:00 PM Commission Chambers - COVID-19
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION
Mayor Michael J. Meier
Vice Mayor Eula R. Clarke
Commissioner Becky Bruner
Commissioner Kelli Glass Leighton
Commissioner Merritt Matheson

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

1:00 PM ROLL CALL

Present: Mayor Meier, Vice Mayor Clarke, Commissioner Bruner, Commissioner Glass Leighton, Commissioner Matheson

Mayor Meier requested a moment of silence for all of those have passed away from the Coronavirus.

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

Commissioner Matheson

- **Thanked City employees for their adaption to the COVID situation.**
- **Commented on the boat ramp closures announced by the County and encouraged compliance.**
- **The City's website offers information for those in need of financial support and other resources. As a landlord, he asks that other landlords be flexible with their tenants at this time.**
- **Encourages residents to use the 211 Information line or call the County Hotline that was set up for questions about the Governor's Order, call 772-287-1652; information on essential businesses, stimulus checks, etc.**

- **Commented on the City's authority and his authority as a Commissioner. They must work with the proper chain of command and they do not have the authority to demand people wear masks.**
- **Lastly, encourages all to stay home.**

Commissioner Bruner

- **Commented that she brought in a box of masks for people to take what they needed as she had extra.**

Vice Mayor Clarke

- **Thanked Mayor Meier for his leadership and all the first responders.**
- **Echoes Commissioner Matheson's comments, encourages all to stay at home, commented on reducing large gatherings.**
- **Thanked the governor and City's legal staff for the communication on the COVID-19 virus.**
- **Commented on Rebuild Florida, in terms of funding to rebuild homes in Florida, noted that after things calm down with this virus, code compliance will get back on track.**

Commissioner Glass Leighton

- **Commented on the confusion regarding this order, hoping that this meeting will help clarify information for the residents and businesses of Stuart; essential vs. non-essential and the enforcement expectations in the City.**

Mayor Meier

- **Thanked staff and other government partners, especially City Manager Dyess.**
- **Recognized Ms. Carol Wegener-Vitani on the telephone from the Martin County Health Department for brief question and answer session.**

Question: Clarke – Do they have any definitive numbers of people tested in Martin County?
Answer: Wegener-Vitani - Numbers are trickling in and difficult to give, but as of last evening, there were 460 test results, 34 positive, 422 negative and several pending. Thanked the City and encouraged all to continue with the social distancing, and all those who are 65 and older, to limit exposure by staying home, anyone that has immune or compromised or chronic heath conditions, stay home. Fortunately, about 80% of those who do contract this virus do experience mild to moderate symptoms, so that can be a positive in this. Happy to see all working together and feels we will all get through this. Reminded all to wash hands, cover sneeze and cough, and if you feel ill, contact your physician. Announced the Health Departments Call Center 772-221-4000, Option 9, Monday through Friday, 8 a.m. to 5 p.m. with an on-call over the weekends.

Question – Glass Leighton – Heard on the news that there were two local urgent care facilities, Treasure Coast Urgent Care and Evergreen Care doing local tests, are those tests being driven back to the Health Department and if they are, what is the turn around you are seeing in those results?

Answer: Wegener-Vitani - I currently don't have any information regarding how many tests they've done. If it's positive, it is a reportable disease, they are required to notify the Department of Health. The timeframe is 24-hours to notify the Department.

Question: Meier – According to the CDC, should masks only be worn by those who are sick or those who are caring for somebody who is sick?
Answer: Wegener-Vitani - Yes, the CDC is still reviewing that, and it is still under discussion, but those that are sick should wear the mask for sure.

Mayor Meier commented on the medical field being desperate for PPE and any masks and he feels that they should not be worn by anyone unless they are sick or caring for someone who is sick. They should be donated to our local healthcare facilities.

COMMENTS BY CITY MANAGER

***Addressed under Public Comment.**

APPROVAL OF AGENDA

 **1:17 PM MOTION: So moved.**
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

 **1:25 PM COMMENTS FROM THE PUBLIC (5 min. max)**

1) Robert Ranieri – Bonita St.; Representative of House of Hope, commented on the various services available in the community for the food banks, working with other local non-profits, and though they are practicing social distancing, still in need of volunteers.

Commissioners asked Mr. Ranieri questions about the community garden, the increase in the community's need and their partnerships.

House of Hope information: Ph 772-286-4673, www.hohmartin.org
Food pantry's in Indiantown, Jensen Beach, Stuart, and Hobe Sound.

2) Karen Kipper – Salerno Rd.; Representative of Council on Aging of Martin County at the Kane Center; provided an update on the services available such as Meals on Wheels, delivering over 450 meals a day. Is in need of additional volunteers so if the City has any City employees to spare, they are welcome. Have an emergency food pantry, an emergency hotline 24/7 for guidance, a full-time case manager, assisting people on where to go for assistance. HUGS is dementia counseling so people can be cared for at home.

Kane Center Information: Ph 772-223-7800, 24-hour Hotline 772-834-4236
kanecenter.org

1:46 PM COMMENTS BY CITY MANAGER

City Manager Dyess

- **Commented that this meeting included a Zoom hybrid meeting communication, testing the ability so the commissioners can see how it works for future meetings.**

Commission discussion on the use of Zoom for future meetings. All agreed to continue to hold Commission meetings using both the Commission Chambers in person while following the regulations and Zoom for staff and all who would like to join the meeting virtually. Public comment will be available as well.

COMMISSION ACTION

1:54 PM 1. EXTENSION OF DECLARATION OF EMERGENCY - COVID-19:

RESOLUTION No. 39-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY PERTAINING TO COVID-19; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Attorney Mortell reviewed the Resolution extension date as May 11, 2020 and the various language that authorized the City Manager to make local changes.

Commissioner Glass Leighton asked about the waiving of late fees for utilities and make sure that the items mentioned in the press release will be effective until May 11th and until the Declaration expires.

Commissioner Glass Leighton motioned to approve Resolution No. 39-2020.

City Manager Dyess reviewed the current City's website with the Commission including all the Executive Order updates.

Mayor Meier requested the Twitter updates from the Martin County Board of County Commissioners be included on the website as well.

Jim Chrulski, community Services Director, provided a virtual update on the "Just in Case" video campaign project, which to date has had 638 views, over 7,000 views on the press release, each Commissioner and staff will be posted over the next 10 days.

Commissioners discussed communication.

Mayor Meier asked City Public Works Director, David Peters (virtually) about sanitation services, who confirmed that services should continue to run as expected at this time. Vice Mayor Clarke asked Mr. Peters about the air quality effecting the water quality, Mr. Peters confirms that the water is tested 24 hours a day, chlorine is used and there is no indication that the system would be compromised.

Captain Derek Ortado of the Stuart Police Depart virtually gave a brief report on the City's plan to incorporate COVID-19 into its hurricane plan in the event it was to extend into the season.

Commissioner Bruner expressed concern over the future budget and asked about future layoffs. City Manager Dyess commented that that is currently not anticipated.

Commissioner Glass Leighton suggested that the Finance staff reach out to our local Congressman and take advantage of our local partnerships for funding assistance when needed.

2:12 PM Virtually, Joly Boglioli, Finance Director announced that he responded to a survey originally initiated from the National League of Cities and commented that revenue streams from other states are different from Florida because other municipalities collect an income tax and we do not.

Commissioner Glass Leighton commented on looking out for potential grants.

Mayor Meier recommended the use of bonds to cover payroll if need be in the future. Mr. Boglioli responded that he would not advise bonding to cover payroll expenses but noted the lending market demands are leaving less options available.

1:58 PM MOTION: So moved Resolution No. 39-2020. [Amendment per Vice Mayor Clarke; include a Whereas clause that says Whereas the Governor adopted Executive Order 20-91 and 92…]
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously. 2:26 PM

2:27 PM 2. RATIFY EXECUTIVE ORDER 20-91 TO SHELTER IN PLACE:

RESOLUTION No. 43-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RATIFYING EXECUTIVE ORDER 20-91 ENTERED BY GOVERNOR DESANTIS ON APRIL 1, 2020; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Attorney Mortell clarified the Shelter in Place language as defined in Executive Order (EO) 20-91, breaking down the following Sections with explanations:

- **Section 1. Safer at Home**
- **Section 2. Essential Services**
- **Section 3. Essential Activities**
- **Section 4. Local Orders in Response to COVID-19**
- **Section 5. Previous Executive Orders**
- **Section 6. Effective Date and Expiration Date**

Information provided on the following two websites; www.floridadisaster.org

and www.floridahealth.gov

Stuart Police Chief Tumminelli commented that in groups of 10 or more, an officer would educate and inform the group of the EO and violation and seek compliance.

Commissioner Glass Leighton requested clarification on the City's plan for law enforcement of the EO, so the citizens know what to expect.

City Attorney Mortell further identified the specific language of the EO that simply states, "All persons in Florida shall limit their movements and personal interactions outside of their home to only those necessary to obtain or provide essential services or conduct essential activities."

Commissioners discussed public spaces, social distancing, the EO as it pertains to senior citizens, and the enforcement expectations from the City. Stuart expects its citizens to comply with the EO and will assist the community in ensuring compliance and will only use enforcement if deemed necessary. Groups of 10 or more will be advised to separate. Mayor Meier requested the Attorney get further clarification from the State on the word "shall" on the EO, and that the City's lenient approach would not be considered breaking the law.

City Manager Dyess stated that it is still considered a misdemeanor, and even though it states "shall", the Police Department has discretion on arrest. City Attorney Mortell confirmed that that answers the question that by not doing it, the state law is not being violated.

Mayor Meier commented on the gatherings at local churches and read from the Florida Constitution regarding religious freedom; Article 1, Section 3, Religious Freedom. Commented that he is complaining that religious freedom shall not justify practices inconsistent with public safety. Though religious gatherings cannot be prevented beyond social distancing at this time, he'd like to reach out to local churches and strongly recommend online services.

Commissioner Matheson agreed to encourage and commented that the Police may need to exercise their authority.

Mayor Meier suggested asking staff to create a flyer or letter for churches, to encourage social distancing or virtual celebrations.

Commissioner Glass Leighton commented on leaning on relationships within the community and her reluctance to spend tax dollars on creating flyers and staff time for distribution for this message. People need to be accountable.

Commissioner Matheson responded that a letter of encouragement to violators will help get us through this.

Mayor Meier commented that he will personally communicate with the local churches to encourage the message if all agree. There were no further comments on the issue.

Brief discussion of the number of people in a room for public meetings if following social distancing guidelines.

City Attorney Mortell read instructions from the World Health Organization website on the proper use of single use masks.

3:18 PM MOTION: Move approval of the Resolution 43-2020.
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Matheson
Motion passed unanimously. 3:23 PM

City Manager Dyess thanked the staff, especially the communications team, for setting up for video telecommunication meetings and learning new technology.

City Attorney Mortell asked the Commissioners to communicate to staff on their plans to either attend future commission meetings in person or via the media option as we plan to continue with the hybrid meetings, that would help staff to know the room count in advance.

3:24 PM ADJOURNMENT

_____ **_____**
Mary R. Kindel, City Clerk **Michael J. Meier, Mayor**

Minutes to be approved at the Regular Commission Meeting this 27th day of April, 2020.

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
April 13, 2020
AT 5:30 PM Commission Chambers & Virtual via Zoom
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION
Mayor Michael J. Meier
Vice Mayor Eula R. Clarke
Commissioner Becky Bruner
Commissioner Kelli Glass Leighton
Commissioner Merritt Matheson

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

5:30 PM ROLL CALL

Present: Mayor Meier, Vice Mayor Clarke, Commissioner Bruner, Commissioner Glass Leighton, Commissioner Matheson (all board members in person)

THIS MEETING W ILL BE A HYBRID IN PERSON/VIRTUAL MEETING.

*****PUBLIC COMMENT - Comment will be taken at the beginning of the meeting for ALL agenda items.**
This is done to help control the virtual nature of the meeting.***

In Person: City Hall can accommodate a small number of citizen participants. Overflow citizens will be directed to Flagler Place (201 Flagler Ave., Stuart) where larger rooms can accommodate social distancing. Public comment will be taken live via audio/video conference with commissioners.

Virtually: Citizens can attend from the comfort of their home via telephone, computer, laptop, tablet or smartphone. Click the below link or call the below phone number to attend. The city reserves the right to revoke anyone's virtual attendance for cause, just as the sergeant at arms would at an in-person meeting.

JOIN MEETING:
https://zoom.us/j/417912820

If you wish to speak during public comment, click participants then click raise hand at bottom of window. Your microphone will be unmuted when you are called to speak, and you will be invited to activate your camera if you wish. Both will be deactivated once you have completed your comment.

Meeting ID: 417 912 820
Dial In numbers:
+1 312 626 6799 US
+1 646 558 8656 US
+1 253 215 8782 US
+1 301 715 8592 US

If you wish to speak during public comment press *9 to raise your hand. You will be called by your partially displayed phone number so please listen for that number. The host will lower your hand and mute your line after speaking.

City Manager Dyess announced a statement pursuant to Executive Order 20-69 issued by the Office of Governor Ron DeSantis on March 20, 2020, due to COVID-19, municipalities may conduct meeting of their governing boards without having a quorum of its members physically or at any specific location and utilize communications media such as telephonic or video conferencing as provided by Florida Statute 120.54. Procedures for public comment may be made utilizing a laptop, tablet, computer, or smartphone. To make a public comment, click participants, then click raise hand at the bottom of the participant window. Your microphone will be unmuted when you are called on to speak. The public may choose to activate their camera if they wish. Bothe will be deactivated once their public comment time is completed.

If attending by phone, press *9 to raise your hand, you will be called by the last three digits of your phone number. All are asked to state their name and address clearly for the record. All public comment for all agenda items will be taken at Public Comment time and during the agenda items.

During Roll Call, for the record, Dyess requested the board state whether they are present in person or attending the meeting virtually.

Mayor Meier requested a moment of silence in remembrance of City employee Charles "Chuck" Eckhardt, Customer Service Representative who passed away unexpectedly this past week.

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. WATER CONSERVATION MONTH - APRIL 2020

The Proclamation was read, and the recipients announced by Mayor Meier as Kathy LaMartina of the South Florida Water Management District and Anne Ellig, City of Stuart Recycling and Conservation Coordinator.

2. GUARDIAN AD LITEM MONTH - APRIL 2020

Proclamation mailed to recipient: Jennifer Manis, Volunteer Liaison Training Coordinator for the 19th Circuit Guardian ad Litem

PRESENTATIONS

3. SERVICE AWARDS - MARCH AND APRIL

Due to COVID-19 virus, service awards were announced but certificate will be distributed through Department Heads.

March 2020		
Courtney Jonas	**Police**	**5 years**
Zachary Pecci	**Police**	**5 years**
Anthony Pesaturo	**Fire Rescue**	**5 years**
Christopher Ruediger	**Police**	**5 years**
Bradford Blankman	**Technology Services**	**15 years**
April		
Michael Goldberg	**Public Works**	**5 years**

5:38 PM 4. COVID-19 CITY UPDATE BY CAPTAIN DEREK ORTADO

Captain Ortado came forward to provide a brief update on COVID-19 in Martin County. There are 124 cases and 3 deaths in Martin County, after tonight's 6:30 p.m. update, should be adding 8 more cases to the total count. Working to break down City cases and appears to be 11 or 12 cases but difficult to track due to P.O. Box addresses. The trend is holding steady at 1,100 cases per day in the state of Florida and approximately 20 cases per week in Martin County, but this information changes daily. They are attending all the County-wide meetings, first priority is to pass the information on to the first responders. Reporting that all City first responders have tested negative to the virus. Dispatchers are asking advance questions provided by Fire Rescue to prepare officers and staff for additional personal protective equipment if needed. Ortado commended the Martin County Emergency Management Agency for their efforts and resources recently provided as the City received deliveries of surgical masks, gloves, gowns, and sanitizer.
City did apply for public assistance, tracking through Finance, and planning in the event this is a prolonged event.

COMMENTS BY CITY COMMISSIONERS

Commissioner Glass Leighton

- **Commented about the recent tornados in Louisiana, Mississippi, Alabama, and wondered if a severe weather event happened here and evacuation was necessary, considering COVID-19, what would out plan be? Just wanted to mention it so staff could plan for that in the event something like that were to happen.**

City Manager Dyess responded that the City has received disaster training and in that, or crisis mitigation, you are resolving interjects as they occur.

Commissioner Matheson

- **Wished Eula Clarke a happy birthday and thanked the employees for adapting and keeping a positive attitude during these times.**
- **Commented on the loss of Chuck Eckhardt.**
- **Commented that if people have not filed for a tax return in the past few years, IRS would need your information for you to be eligible for a stimulus check and you can enter your information at IRS.gov/coronavirus and click on the tab for Non-Filers. Encourages the use of the money to be spent on American made products.**
- **Announced the Kane Center has free meals for anyone over the age of 60 Monday through Friday at the East 10th Street Community Center. Call Kane Center at 772-223-7826.**
- **Hoping it will be two years with zero discharges from Lake Okeechobee and noted the levels.**
- **Thanked Commissioners for their positive and uplifting video messages to the residents.**

Commissioner Bruner

- **Commented that it was good to hear that all Police officers testing has come back negative and appreciates the support from the officers, feels that if we do all the President wants us to do, we will come out ahead.**

Vice Mayor Clarke

- **Commented that Mr. Thompson's son was in attendance, his father recently passed away.**
- **Thanked local leaders, City Manager, Police Department, commented that it is a tough time but a good time to be a leader and appreciates staff for keeping all going.**
- **Commented that she has known Chuck Eckhardt for many years and her heart goes out to his family.**
- **Encourages all to respond to the Census via the census website.**
- **Announced that Robert Hall, former Mayor and Commissioner passed away.**
- **In place of Arts Moment, read a poem in memory of Dr. Thompson called Keep a Goin'.**

Mayor Meier

- **Reminded all that though the COVID-19 data points keep coming in, they are stale data points and are subject to inadequacies, not to focus on the confirmed cases, that the cases don't rise too quickly.**

- **Commented that due to the Sunshine Law, as Commissioners, this is the only opportunity they get to communicate for the community. Feels it is important for them as a Board to be thorough in their communication when together in meetings.**

COMMENTS BY CITY MANAGER

No comments.

APPROVAL OF AGENDA

6:07 PM MOTION: Move approval.
Moved by: Vice Mayor Clarke
Seconded by: Commissioner Glass Leighton
Motion passed unanimously.

COMMENTS FROM THE PUBLIC (5 Minutes Max.) (ALL COMMENTS FOR EVERY AGENDA ITEM TAKEN AT THIS TIME)

1) **Linda Kay Richards – (ZOOM) 166 SW Cabana Point Circle; Commented on the growth of Stuart and Martin County, concerned about development of Costco and reminds City of the Future Land Use Act, objective A6 referring to neighborhood stability.**

CONSENT CALENDAR

5. RFP #2020-102, PROFESSIONAL ARCHITECTURAL, ENGINEERING AND RELATED SERVICES FOR THE PUBLIC W ORKS COMPLEX:

RESOLUTION No. 36-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUESTS AUTHORIZATION TO NEGOTIATE FOR RFP #2020-102, PROFESSIONAL ARCHITECTURAL, ENGINEERING AND RELATED SERVICES FOR THE PUBLIC WORKS COMPLEX TO THE TOP RANKED FIRM, CAPTEC ENGINEERING OF STUART, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

6. APPROVAL OF 03/09/2020 CCM MINUTES

END OF CONSENT CALENDAR

6:14 PM MOTION: Move approval of the Consent.
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Matheson
Motion passed unanimously.
COMMISSION ACTION

7. SAINT LUCIE ESTUARY LAKE DISCHARGE ELIMINATION VISION STATEMENT:

RESOLUTION No. 37-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING A SAINT LUCIE ESTUARY LAKE DISCHARGE ELIMINATION VISION STATEMENT FOR THE PURPOSE OF DEFINING A FOCUSED VISION FOR THE CITY IN ALL FUTURE CORRESPONDENCE WITH THE UNITED STATES ARMY CORPS OF ENGINEERS, SOUTH FLORIDA WATER MANAGEMENT

DISTRICT, AND OTHER LOCAL, STATE, AND FEDERAL AGENCIES CONCERNING THE MANAGEMENT OF LAKE OKEECHOBEE; REQUESTING THE UNITED STATES ARMY CORPS OF ENGINEERS ADOPT AN OPERATIONAL GOAL TARGETING AN 11 FOOT LAKE OKEECHOBEE ELEVATION (NGVD) BY JUNE 1ST EACH YEAR; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Ben Hogarth, Community Affairs Liaison, came forward and provided an update on Lake Okeechobee levels, stating positive level information, reviewed LOSOM and announced the upcoming LOSOM meeting on April 30th from 1:00 to 4:30 PM, it will be a virtual web meeting.

Vice Mayor Clarke initiated a discussion regarding the NGVD acronym (National Geodetic Vertical Data), the Zero Discharge green signs that were held up at a past meeting wording/language, discharges, and drought concerns.

6:38 PM MOTION: Move approval.
Moved by: Commissioner Glass Leighton
Seconded by: Commissioner Matheson
Motion passed unanimously.

ORDINANCE FIRST READING

8. ABANDONMENT OF RIGHT OF WAY AT OSCEOLA STREET:

(Continued from March 9, 2020 CCM)
ORDINANCE No. 2431-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHTOF-WAY WITHIN THE CITY BEING THAT CERTAIN 50-FOOT RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF KRUEGER PARK, AS RECORDED IN PLAT BOOK 1, PAGE 25, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS RUNNING EAST TO WEST, DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE: PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Stephen Mayer, Development Department Senior Planner briefly presented on the abandonment continued from the March 9, 2020 Regular Commission Meeting. Mayer summarized the area to be abandoned, noting the location at the corner of SE Osceola Street and Monterey Avenue, explaining the square footage, presenting an aerial photograph, plat depicting property belonging to Mr. Stephen Fry who is objecting to the abandonment, and a detailed sketch.

Attorney Mortell commented that he corresponded with Mr. Fry earlier in the day and he may attend the meeting via Zoom but would not be attending in person. Mortell briefly explained that an appraisal was done and a second opinion was provided as requested. He explained that half can be given to the one side on the south and half to the side on the north unless one side states they don't want it. In January, after sending a letter to Snug Harbor, they stated they did not want it. That turned out

inaccurate, as they did not want to pay the privilege fee and did not want the City to abandon the property. Mortell continued that if the City abandons the property which was the subject of the right-of-way easement, reverts to the owners adjacent to the right-of way. Fifty percent would go to Snug Harbor and fifty percent would go to Mr. Baron. Brief review of who would pay for the land subject to the abandonment per code, section 36-2.

Mortell made clear the opinion of the Public Works Department regarding the abandonment which is to either abandon all of it or none of it. City would still have to insure and maintain, recommends abandoning the property.

Commissioner Bruner asked about the division of the property.

Commissioner Matheson commented on voting on abandonment and appraisal, asked about the difference between Molly's House and this property.

Stephen Mayer confirmed that the appraisal is for the entire right-of-way, not half.

Commissioner Glass Leighton confirmed that someone is willing to pay $26,000 for half of the property. If Snug Harbor doesn't want the other half, they can give the other half to Mr. Baron. Question whether we know if they want the other half?

Attorney Mortell responded that Snug Harbor has a meeting tonight and our Second Reading on April 27th gives us time.

Public Comment:

1) **Donald Cuozzo – Representative of Mr. Baron, commented that the appraisal was done to that standard of the City per the entire property and will work with Mr. Baron on getting an updated appraisal for the value of fifty percent of the property. Have no issue with it.**

Commissioner Bruner suggested utilizing the $26,000 from this abandonment be given to the House of Hope to help with food, rent, electric bills, etc.

Attorney Mortell stated he would have to review the code, he does not believe the City can do that as the money must be dedicated to the acquisition and or maintenance of other right-of-way, so an exception to the code would have to be made in order for that to be done. He can provide information on that by Second Reading.

Commissioner Bruner requested to amend her Motion.

Commissioner Glass Leighton stated she is not comfortable with that due to the uncertainty, prefer to wait until Attorney has more information on that; and not comfortable picking one charity over another.

Attorney Mortell read the code outload, confirming the dedication of the funds. The motion stands as is.

7:03 PM MOTION: Approve if they bring in an updated appraisal at next meeting.
Moved by: Commissioner Bruner
Seconded by: Commissioner Glass Leighton
Motion passed unanimously. 7:12 PM

ORDINANCE SECOND READING

9. AMENDMENT TO CITY TREE REPLACEMENT CODE TO COMPLY WITH STATE STATUTE AND INNOVATIVE STORMWATER DESIGN:

ORDINANCE No. 2432-2020; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING THE EXISTING CHAPTER V OF THE CITY'S LAND DEVELOPMENT CODE ENTITLED 'RESOURCE PROTECTION RELATED DEVELOPMENT STANDARDS' TO COMPLY WITH STATE STATUTE REGARDING TREE REMOVAL PERMITS AND TO PROMOTE INNOVATIVE STORMWATER TREATMENT AND LOW IMPACT DEVELOPMENT PRACTICES AND TO ALLOW THE CITY'S TREE REPLACEMENT FUND TO BE UTILIZED FOR INNOVATIVE STORMWATER TREATMENT SYSTEMS ON PUBLIC LANDS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

7:13 PM MOTION: Move approval on Second Reading to Ordinance No. 2432-2020.
Moved by: Commissioner Glass Leighton
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

10. AVONLEA PUD AMENDMENT PARCEL B (PARCEL 16) (QUASI-JUDICIAL):

ORDINANCE No. 2434-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, BEING THE THIRD AMENDMENT OF ORDINANCE NO. 2307-2015, ALSO KNOWN AS THE "NEW AVONLEA PLANNED UNIT DEVELOPMENT (PUD)" CONSISTING OF 12.40 ACRES ZONED RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD), 16.24 ACRES ZONED COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD), AND 20.4 ACRES OF WETLAND/UPLAND PRESERVE ZONED RPUD, FOR A TOTAL OF 49.04 ACRES; SAID PUD BEING GENERALLY LOCATED BETWEEN NE DIXIE HIGHWAY TO THE SOUTH, LAND ON BOTH SIDES OF GREEN RIVER PARKWAY ON THE WEST, LAND ON BOTH SIDES OF CARDINAL AVENUE ON THE EAST AND THE CITY BOUNDARY TO THE NORTH, BEING MORE FULLY DESCRIBED BY EXHIBIT "A" ATTACHED; AMENDING SAID PUD TO PROVIDE FOR THE APPROVAL OF THE MASTER PARCEL SITE PLAN FOR THE AVONLEA CROSSINGS PARCEL B (PARCEL 16); PROVIDING FOR A MASTER OFF-SITE INFRASTRUCTURE PLAN FOR THE ENTIRE PUD; PROVIDING FOR REVISED AND ADDITIONAL DEVELOPMENT CONDITIONS OF APPROVAL; PROVIDING FOR AMENDED AND NEW TIMETABLES FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES

IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Commissioner Matheson submitted Form 8B to abstain from the vote on this item.

Two (2) people sworn; Kevin Freeman and Stephen Mayer, City of Stuart Development Department

Stephen Mayer, Senior Planner confirmed there have been no changes to this Ordinance since First Reading.

7:17 PM MOTION: Move to approve Ordinance No. 2434-2020.
Moved by: Commissioner Bruner
Seconded by: Vice Mayor Clarke
Motion passed unanimously.

DISCUSSION AND DELIBERATION

7:18 PM ADJOURNMENT

Mary R. Kindel, City Clerk **Michael J. Meier, Mayor**

Minutes to be approved at the Regular Commission Meeting this 27th day of April, 2020.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/27/2020 **Prepared by:** Alaina Knofla

Title of Item:

AWARD OF ITB #2020-203: FRAZIER CRESCENT SUBDIVISION STREETSCAPE IMPROVEMENTS PROJECT (RC):

RESOLUTION No. 41-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2020-203, FRAZIER CRESCENT SUBDIVISION STREETSCAPE IMPROVEMENTS PROJECT TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER TOTAL UNIT PRICE OF $252,306.55 TO HEAVY CIVIL, INC OF NORTH MIAMI BEACH, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This solicitation was advertised in the Palm Beach Post on February 11, 2020. Demandstar notified eight hundred sixty-seven (867) potential bidders and issued one (1) bid packages for this project. Four (4) bids were received by the bid opening date and time of 2:30 pm. March 25, 2020.
Procurement has checked references and recommends award to the lowest responsive and responsible bidder, for a total unit price $252,306.55.

Funding Source:

1230/563 20042701-3CRA

Recommended Action:

Adopt Resolution No. 41-2020

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R41-2020	4/1/2020	Resolution add to Y drive

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 41-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2020-203, FRAZIER CRESCENT SUBDIVISION STREETSCAPE IMPROVEMENTS PROJECT TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER TOTAL UNIT PRICE OF $252,306.55 TO HEAVY CIVIL, INC OF NORTH MIAMI BEACH, FLORIDA PROVIDIG AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Commission of the City of Stuart hereby approves the award of ITB #2020-203, Frazier Crescent Subdivision Streetscape Improvements Project to the lowest, responsive and responsible bidder, Heavy Civil, Inc., of North Miami Beach, Florida at the unit price total of $252,306.55; subsequent to review and approval by City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 41-2020

Approve Award of ITB #2020-203, Frazier Crescent Subdivision Streetscape Improvements Project.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
KELLI GLASS LEIGHTON, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

ADOPTED this 27, day of April 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/27/2020 **Prepared by:** Tim Voelker, P.E. - Public Works Assistant Director/City Engineer

Title of Item:

LOAN APPLICATION - MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT (RC):

RESOLUTION No. 42-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RELATED TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE FINANCIAL SERVICES DIRECTOR TO SUBMIT THE LOAN APPLICATION AGREEMENT FOR THE $635,835.00 MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE LOAN AGREEMENT; DESIGNATING AUTHORIZED REPRESENTATIVES; ESTABLISHING PLEDGED REVENUES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; SEVERABILITY, AND EFFECTIVE DATE.

Summary Explanation/Background Information on Agenda Request:

Elevated levels of Perfluorinated Compounds (PFC's) have been detected within the Monterey Road Subdivision, which is located within the City of Stuart's Utility Service Area. The Monterey Road Subdivision consists of approximately 146 properties within a 32.5 acre area in unincorporated Martin County on SE San Jose St, SE Tejon St, SE Cortez St, SE Madrid St, and SE Seville St. These homes are currently on private wells that recent sampling results have shown PFC levels above the established Environmental Protection Agency (EPA) levels. This project proposes to construct a new water distribution system within this neighborhood, disconnect the private wells, and connect all residences to the City of Stuart's public drinking water system. In addition to providing a new public drinking water source to this community, fire protection will also be added with the addition of new hydrants.

City of Stuart Resolution 07-2020 authorized the revision of the City of Stuart's Water Facilities Plan to incorporate the Monterey Road Subdivision Watermain Improvements project and submit the revised plan to the Florida Department of Environmental Protection (FDEP). The City submitted the Request for Inclusion (RFI) application for the Monterey Road Subdivision Watermain Improvement project to FDEP on January 17, 2020 and was subsequently notified that the project was placed on the FDEP Drinking Water State Revolving Fund Priority List for FY 2020 in February 2020.

The City's Utility Rate Consultant has prepared the financial data in the loan application and provided a letter stating the City is projected to have net revenues over the project period above the amount needed to fund the proposed SRF Loan, including the required debt service coverage.

The final work effort required to obtain the $635,835.00 Drinking Water SRF Loan is to submit the loan application and execute a loan agreement once the loan application has been approved by FDEP. Prior to being finalized with FDEP, the loan agreement will be subject to the review and approval by the City Commission, City Staff, and the City's Bond Counsel.

Funding Source:

Refer to Resolution No. 44-2020; BA No. 5 on the April 27, 2020 Commission Agenda.

Recommended Action:

Approve Resolution No. 42-2020.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution 42-2020 Authorize Loan Application - Monterey Road Subdivision Watermain Improvements Project	4/13/2020	Resolution add to Y drive
🗋	Utility Rate Consultant Letter	4/16/2020	Backup Material
🗋	SRF Loan Application	4/16/2020	Attachment
🗋	Resolution No. 07-2020	4/13/2020	Backup Material

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 42-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RELATED TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE FINANCIAL SERVICES DIRECTOR TO SUBMIT THE LOAN APPLICATION AGREEMENT FOR THE $635,835.00 MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE LOAN AGREEMENT; DESIGNATING AUTHORIZED REPRESENTATIVES; ESTABLISHING PLEDGED REVENUES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; SEVERABILITY, AND EFFECTIVE DATE.

* * * * *

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of clean water projects; and

WHEREAS, Florida Administrative Code requires authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and enter into a loan agreement; and

WHEREAS, the State Revolving Fund Loan Priority List designates Monterey Road Subdivision Watermain Improvements Project No. DW43044 (the "Project") as eligible for available funding; and

WHEREAS, the City of Stuart, Florida (the "City") intends to enter into a loan agreement with the Florida Department of Environmental Protection under the State Revolving Fund to finance the Project.

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

SECTION 1: The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2: A Request For Inclusion Form has been submitted to the Florida Department of Environmental Protection for the $635,835.00 loan, excluding capitalized interest, to finance the Project. (the "Loan").

SECTION 3: The revenues pledged for the repayment of the Loan are net water and sewer utility system revenues after payment of debt service on the City's Subordinate Lien Public Utilities Revenue Refunding Note, Series 2006, Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007, Subordinate Lien Public Utilities Revenue Refunding Note, Series 2011, any obligations which refund some or all of the obligations described in above and do not increase the annual debt service payment during the repayment of the Loan and any new money obligations incurred in the future on parity therewith. The debt service on the Loan will be on parity basis with State Revolving Fund Loan WW430400, State Revolving Fund Loan DW430410, State Revolving Fund Loan DW430420, State Revolving Fund Loan DW430430, and State Revolving Fund Loan DW430431.

SECTION 4: The City's Financial Services Director is hereby designated as the authorized representative to provide assurances and commitments required by the loan application.

SECTION 5: The Mayor is hereby designated as the authorized representative to execute the loan agreement to be subsequently approved in substantially final form by the City Commission, which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate staff to carryout technical, financial, and administrative activities associated with the loan agreement.

SECTION 6: The legal authority for borrowing moneys to finance the Project is Chapter 166, Florida Statutes.

SECTION 7: Conflicts. All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8: Severability. If any section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other Section or part of this Resolution.

SECTION 9: Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
KELLI GLASS LEIGHTON, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

ADOPTED this 27th day of April, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

April 15, 2020

Honorable Mayor and
Members of the City Commission
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994-2139

Subject: **SRF Loan Application and Projected Debt Service Coverage**

Ladies and Gentlemen:

The City of Stuart (the "City") requested that Raftelis Financial Consultants, Inc. (Raftelis) develop a projection of the estimated water and wastewater operating results through Fiscal Year 2024 for inclusion in the City's State Revolving Fund (SRF) Loan Application for the Monterey Road Subdivision Water Main Project (the "Water Main Project"). The Water Main Project has an estimated cost of $963,635, and the City has been awarded a Water Supply Restoration Grant in the amount of $327,800. The amount of the Water Main Project funding requested in the SRF Loan Application totals $635,835. Based on discussions with City staff, the Water Main Project cost may ultimately be fully funded through additional sources including: i) $480,700 in possible debt forgiveness by SRF; ii) and an additional Water Supply Restoration Grant of $155,135. If the additional sources of project funding are realized, the Water Main Project will have little to no impact on the financial operations of the utility system. But in order for the City to qualify for the possibility of receiving $480,700 in debt forgiveness, the SRF Loan Application must be submitted.

The projections were prepared based on information provided by City staff, which included the City's Audited Comprehensive Annual Financial Reports, Adopted Operating and Capital Budgets, and assumptions related to the proposed construction and operation of the City's planned Monterey Road Subdivision Water Main Project. For the purposes of estimating the financial results inclusive of the proposed loan, the Water Main Project costs funded by the SRF loan of $635,835 were assumed to be financed over a 20-year term. As discussed previously, City staff is requesting an additional grant of $155,135 and hopes to obtain debt forgiveness from SRF for the remaining amount of the project. In addition, the projections were predicated upon the City's adopted water and wastewater rates through Fiscal Year 2022 that were established during the most recent rate study that concluded on August 14, 2017 (the "Rate Study"), which proposed rates that were adopted by the City.

The Rate Study was based on a five-year financial forecast of operating, capital and debt service needs of the water and wastewater systems (the "System") through Fiscal Year 2022. The study identified the need to increase water and wastewater rates over time to meet the net revenue requirements of the System, including the estimated annual debt service payments anticipated to be incurred based on a series of anticipated SRF Loans. To date, three (3) new SRF loans have a been approved and issued, including loans for the water system treatment

anion exchange, the engineering and design of the proposed Reverse Osmosis Water Treatment Facility (the "RO Facility"), and funding for the associated reverse osmosis test well. This application includes the request to fund the Monterey Road Subdivision Water Main Project. Based on the Rate Study recommendations, the City Commission adopted a schedule of water and wastewater rates through Fiscal Year 2022 that are necessary to fund the projected revenue requirements of the System, including the SRF Loans. As of the date of this letter, no changes to the schedule of adopted rates through Fiscal Year 2022 are currently proposed; however, the City should consider implementing the adopted annual indexing provision beyond Fiscal Year 2022.

In order to satisfy the requirements of the SRF Loan Application, City staff requested that Raftelis update its projections of the estimated net revenues available to pay debt service through Fiscal Year 2024 (the "Projection Period"). The updated projections were prepared on February 26, 2020, predicated on the Rate Study results that were updated to account for the most recent Adopted Operating and Capital Budgets and revised assumptions regarding the construction and operation of the planned RO Facility. To the extent we have performed the required analyses using the data and information obtained from the City, we have relied upon such information to be accurate and no assurances are intended and no representation or warranties are made with respect thereto or the use made herein.

The projections are summarized on Pages 7 through 10 of the SRF Loan Application. In addition, the following supporting attachments have been provided to the City for inclusion in the SRF Loan Application:

- Attachment 5 – 2018 and 2019 Comprehensive Annual Financial Reports
- Attachment 6 – Updated Water and Wastewater Financial Forecast

As shown on Page 8 of the SRF Loan Application, the City's actual water and wastewater system net revenues exceeded the existing debt service payments, including required coverage, for all prior and parity lien obligations for Fiscal Years 2018 and 2019, which represented the audited periods evaluated.

Based on information provided by City staff, the City proposes to borrow approximately $635,835 from SRF. Based on an assumed interest rate of 2.5% per year for 20 years and the estimated capitalized interest costs during the construction period, the estimated annual debt service, including the required debt service coverage of 15%, is approximately $49,000 per year beginning on or after Fiscal Year 2021. However, if the additional sources of project funding discussed herein are realized as anticipated by City staff, the Water Main Project debt service may be eliminated or reduced such that the project funding could have little to no impact on the financial operating results of the System.

As shown on Page 9 of the SRF Loan Application, the City is projected to have net revenues over the Projection Period above the amount needed to fund the proposed SRF Loan, including the required debt service coverage. The amount projected for each fiscal year after payment of annual debt service are available to fund certain ongoing capital needs of the System and make the required transfer to the General Fund. The projected net revenues

include additional revenue derived from the implementation of the adopted water and wastewater rate increases through Fiscal Year 2022 and an assumed 2% annual rate index in Fiscal Years 2023 and 2024. No additional rate increases were assumed for the Projection Period. Table 15 of Attachment 6 provides a summary of the total annual cash flow for each fiscal year and the estimated year-ending cash reserve fund balances for the period. The projections were prepared, and the Loan Application forms were completed on February 26, 2020.

Subsequent Events

After completion of the Loan Application forms including the projected operating results on February 26, 2020, significant events have occurred, which may impact the operating results and financial condition of the water and wastewater system over the Projection Period. Faced with a growing pandemic surrounding the Covid-19 virus, the United States Federal Government, State and Local Governments, and associated Agencies made recommendations and implemented restrictions on or about March 9, 2020 to limit non-essential activities throughout the Country, including within the City's utility service area. Policies imposed by the Governor of Florida include, but are not limited to, restricting the operations or requiring the closure of non-essential businesses, agencies, and school districts. On April 1, 2020, the Governor of Florida implemented a stay at home order effective for 30 days. During this period, legislative bodies at the Federal and State levels have taken measures to address unemployment and other income concerns as business operations were reduced or closed. While this summary is not intended to provide a disclosure of all the circumstances, issues, policies and mandates surrounding Covid-19, the discussion highlights that the impact of the pandemic on utility operations is uncertain at this time.

While the initial economic impacts to the water and wastewater system from Covid-19 will most likely be realized through declines in commercial and other non-residential water and wastewater services, the impacts may not be evident for some time. In addition, there is uncertainty about how and when increases in unemployment may impact residential demands. The results may affect the financial projections included in this application.

To test the sensitivity of our projections included in the SRF Loan Application (the "Base Case") we have developed several scenarios to evaluate how changes in revenue levels could impact the financial results. Under the Base Case, the City has already adopted a 2% water and wastewater rate increase for Fiscal Years 2021 and 2022, and the Base Case assumes continued annual indexing of the rates through Fiscal Year 2024 at the same level. The financial results of the Base Case that were prepared on February 26, 2020 are shown on Tables 15 and 19 of Attachment 6 and are summarized below:

-Remainder of this page intentionally left blank-

Summary of Base Case – Prepared February 26, 2020 [1]					
Description	FY2020	FY2021	FY2022	FY2023	FY2024
Projected Water & Wastewater Rate Increases [2]		2%	2%	2%	2%
Annual Cashflows (Millions)	$0.3	$0.9	$1.3	$0.2	$0.3
Senior Lien Debt Service Coverage (1.10 min)	346%	354%	367%	362%	377%
Junior Lien Debt Service Coverage (1.15 min)	586%	528%	553%	260%	275%
Year-ending Operating Reserves (Millions)	$7.3	$6.9	$8.2	$8.5	$8.7
Reserves – Days of Operating Expenses (90 min)	345	318	365	352	353

[1] Amounts derived from Tables 15 and 19 of Attachment 6 prepared on February 26, 2020.
[2] City has adopted a 2% water and wastewater rate increase effective for Fiscal Years 2021 and 2022. The Analysis recommends that the City continue to index the water and wastewater rates beyond Fiscal Year 2022; currently estimated at 2% per year.

As shown above and on Tables 15 and 19 of Attachment 6, the water and wastewater system's financial position under the Base Case is very strong over the Projection Period providing positive annual cash flows, debt service coverage results well above the minimum requirements, and projected operating reserve balances greater than the minimum levels established in the City's reserve fund policy.

To test the sensitivity of the financial projections due to uncertain changes in future sales levels, three (3) alternative scenarios were developed that evaluate lower than expected revenues over the next 18-months. In developing the scenarios, it was first assumed that the City Commission may defer and delay the adopted 2% annual rate increases by two years, or until Fiscal Years 2023 and 2024. Delaying the adopted rates increase by two years would reduce overall cash operating reserves by approximately $1.8 million, but would still leave balances well above the City's 90-day policy.

After assuming that the City may delay implementing the adopted water and wastewater rates by two years, we prepared projected results based on a potential decline in total monthly rate revenues of 10%, 20% and 30% over the next 18-months or from April 1, 2020 through September 30, 2021. The following tables summarize the results for each scenario:

-Remainder of this page intentionally left blank-

Summary of Scenario 1 – Assumed 10% Decline in Revenues [1]					
Description	FY2020	FY2021	FY2022	FY2023	FY2024
Projected Water & Wastewater Rate Increases [2]		Delayed	Delayed	2%	2%
Annual Cashflows (Millions)	($0.3)	($0.5)	$0.9	($0.3)	($0.2)
Senior Lien Debt Service Coverage (1.10 min)	305%	256%	333%	327%	340%
Junior Lien Debt Service Coverage (1.15 min)	494%	336%	486%	227%	241%
Year-ending Operating Reserves (Millions)	$6.8	$5.0	$5.9	$5.6	$5.4
Reserves – Days of Operating Expenses (90 min)	318	229	261	235	220

[1] Amounts based on a 10% decline in water and wastewater rate revenues from April 1, 2020 through September 30, 2021.
[2] The City has adopted a 2% water and wastewater rate increase effective for Fiscal Years 2021 and 2022. This scenario assumes the adopted rates are delayed two years.

Summary of Scenario 2 – Assumed 20% Decline in Revenues [1]					
Description	FY2020	FY2021	FY2022	FY2023	FY2024
Projected Water & Wastewater Rate Increases [2]		Delayed	Delayed	2%	2%
Annual Cashflows (Millions)	($0.9)	($1.6)	$0.9	($0.3)	($0.2)
Senior Lien Debt Service Coverage (1.10 min)	265%	174%	332%	326%	340%
Junior Lien Debt Service Coverage (1.15 min)	403%	175%	485%	227%	241%
Year-ending Operating Reserves (Millions)	$6.2	$3.3	$4.2	$3.9	$3.7
Reserves – Days of Operating Expenses (90 min)	291	151	188	166	152

[1] Amounts based on a 20% decline in water and wastewater rate revenues from April 1, 2020 through September 30, 2021.
[2] The City has adopted a 2% water and wastewater rate increase effective for Fiscal Years 2021 and 2022. This scenario assumes the adopted rates are delayed two years.

Summary of Scenario 3 – Assumed 30% Decline in Revenues [1]					
Description	FY2020	FY2021	FY2022	FY2023	FY2024
Projected Water & Wastewater Rate Increases [2]		Delayed	Delayed	2%	2%
Annual Cashflows (Millions)	($1.5)	($2.7)	$0.9	($0.3)	($0.2)
Senior Lien Debt Service Coverage (1.10 min)	224%	92%	332%	326%	339%
Junior Lien Debt Service Coverage (1.15 min)	312%	14%	484%	226%	240%
Year-ending Operating Reserves (Millions)	$5.6	$1.6	$2.6	$2.3	$2.1
Reserves – Days of Operating Expenses (90 min)	264	73	115	97	85

[1] Amounts based on a 30% decline in water and wastewater rate revenues from April 1, 2020 through September 30, 2021.
[2] The City has adopted a 2% water and wastewater rate increase effective for Fiscal Years 2021 and 2022. This scenario assumes the adopted rates are delayed two years.

The above scenarios were developed to evaluate the sensitivity of the projections included in the SRF Loan Application and how changes to the revenue assumptions could impact the projected financial operating results. While we anticipate a decline in water and wastewater sales and revenues to some degree, the City does not have actual billing information at this time to estimate recent impacts and adequately support any adjustment.

Based on the results of the scenarios as discussed above that assume that the City delays the implementation of the Fiscal Years 2021 and 2022 rates by two years, the overall financial position and required minimum targets are maintained even if total monthly rate revenues decline up to 20% during the next 18-months. However, a revenue decline in excess of 20% for the 18-month period may result in a failure to satisfy the debt service coverage requirements of the System's loan agreements even though adequate reserves are projected to be available to make the required payments.

-Remainder of this page intentionally left blank-

The sales conditions we have evaluated assuming a 10%, 20% or 30% decline in revenues over the next 18-months may or may not occur, impacts could last longer or shorter than 18-months, and/or revenue declines could exceed 30%. While acknowledging these uncertain conditions and their impact on the ability to accurately predict the future outcomes, we have made the following observations:

- As of 09/30/2019, the water and wastewater system maintained approximately $9.1 million in operating reserves or more than 1 year's operating expenses;

- For Fiscal Year 2019, after the payment of operating expenses and required debt service payments (including debt service coverage requirements), the water and wastewater systems had approximately $4.5 million left over to fund its capital needs and make required transfers to the City for the year;

- The actual debt service coverage results for 2019 exceeded 313% when considering all senior and junior lien payments;

- The City has previously adopted a 2% water and wastewater rate increase effective for Fiscal Years 2021 and 2022;

- The City has also previously adopted an annual indexing provision that allows for the automatic increase in rates beyond Fiscal Year 2022, based on the annual increase in the GDP Price Deflator Index as published by the Florida Public Service Commission (FPSC); and

- The City has flexibility in establishing and updating its operating and capital budgets and evaluates the sufficiency of its water and wastewater rates on a regular basis.

Given the recent strong performance and position of the water and wastewater systems as set forth above, we believe the City has adequate management tools in place and financial resources to address near-term contingencies related to declining sales and revenues.

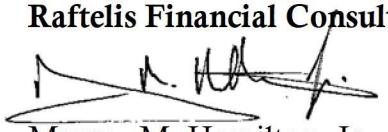
-Remainder of this page intentionally left blank-

Since actual results beyond the date of this letter may be different, we provide no assurance that the projected operating results included in the SRF Loan Application will occur as estimated. We recommend that the City continue to evaluate its water and wastewater system financial operations periodically to ensure the rates remain adequate to meet the City's near-term financial obligations as planned.

We appreciate the opportunity to be of service to the City.

Respectfully submitted,

Raftelis Financial Consultants, Inc.



Murray M. Hamilton, Jr.
Senior Manager

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE REVOLVING LOAN PROGRAM FOR DRINKING WATER FACILITIES

LOAN APPLICATION

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399-3000

TABLE OF CONTENTS

	Page Number
LOAN APPLICATION	
(1) SUBMITTAL	1
(2) COMPLETING THE APPLICATION	1
(3) ASSISTANCE	1
PART I - ADMINISTRATIVE INFORMATION	
(1) PROJECT SPONSOR	1
(2) AUTHORIZED REPRESENTATIVE	1
(3) PRIMARY CONTACT	1
(4) ADDITIONAL CONTACTS	1
(5) PROJECT NUMBER	1
(6) INTERIM FINANCING	1
PART II - PROJECT INFORMATION	
A. PRECONSTRUCTION PROJECT	
(1) ACTIVITIES	2
(2) SCHEDULE	2
(3) COST	2
B. CONSTRUCTION PROJECT	
(1) ACTIVITIES	2
(2) SCHEDULE	3
(3) COST	3
PART III - FINANCIAL INFORMATION	
(1) PRINCIPAL	3
(2) TERMS AND REPAYMENT	3
(3) ANNUAL FUNDING LIMIT	3
(4) INFORMATION ON LIENS	3
(5) ACTUAL AND PROJECTED REVENUES	4
(6) AVAILABILITY OF PLEDGED REVENUES	4
(7) LOAN SERVICE FEE	4
PART IV - AUTHORIZATION AND ASSURANCES	
(1) AUTHORIZATION	4
(2) ASSURANCES	4
PART V - SUPPLEMENTARY INFORMATION	
SCHEDULE OF PRIOR AND PARITY LIENS	7
SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE	8
SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE	9
LIST OF ATTACHMENTS	10

LOAN APPLICATION

(1) SUBMITTAL. Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, Marjorie Stoneman Douglas Building, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The application (and supporting documentation) may be submitted electronically to the Department's Project Manager.

(2) COMPLETING THE APPLICATION.

(a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.

(b) All information provided on this application must be printed. Monetary amounts may be rounded.

(c) Forms and attachments to be submitted are denoted with italic print.

(3) ASSISTANCE. Completing this application may require information that can be obtained from the Drinking Water State Revolving Fund Program staff. Please email SRF_Reporting@dep.state.fl.us for assistance in completing this application.

PART I - ADMINISTRATIVE INFORMATION

(1) PROJECT SPONSOR City of Stuart

Federal Employer Identification Number 59-6000433

DUNS Number 033988689

(2) AUTHORIZED REPRESENTATIVE (person authorized to sign or attest loan documents).

Name Louis J. Boglioli III Title Financial Services Director

Telephone (772) 288-5324 Email jboglioli@ci.stuart.fl.us

Mailing Address 121 SW Flagler Avenue, Stuart, FL 34994

(3) PRIMARY CONTACT (person to answer questions regarding this application).

Name Tim Voelker, P.E. Title Public Works Assistant Director/City Engineer

Telephone (772) 288-5332 Email tvoelker@ci.stuart.fl.us

Employer City of Stuart

Mailing Address 121 SW Flagler Avenue, Stuart, FL 34994

(4) ADDITIONAL CONTACTS. If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment #____*).

Name Dave Peters Title Public Works Director

Telephone (772) 288-1292 Email dpeters@ci.stuart.fl.us

Employer City of Stuart

Mailing Address 121 SW Flagler Avenue, Stuart, FL 34994

(5) PROJECT NUMBER (listed on the Department's priority list). 43044

(6) INTERIM FINANCING. A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing? ☐ Yes ☒ No

PART II – PROJECT INFORMATION

If you are applying for a planning or design loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

A. PLANNING OR DESIGN PROJECT

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (*Attachment #*_____)

(1) ACTIVITIES. Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any engineering services to be performed. (*Attachment #*_____) Are these activities the same as those scheduled on the *Request for Inclusion Form*? ☐ Yes ☐ No. If "No", please explain. (*Attachment #*_____)

(2) SCHEDULE.

(a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)

Planning documentation _____

Engineering design _____

Certification of site availability _____

Permitting _____

(b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If "Yes", please explain. (*Attachment #*_____) ☐ Yes ☐ No

(c) Is this a design/build project? ☐ Yes ☐ No

(3) COST. Is the cost information submitted for the planning or design loan priority list current? If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment #_____) Note that the disbursable amount will be limited to the priority list amount. ☐ Yes ☐ No

PLANNING OR DESIGN APPLICANTS PROCEED TO PART III.

B. CONSTRUCTION PROJECT

(1) ACTIVITIES.

(a) Attach a brief description of construction activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (*Attachment # 1*).

Are these contracts the same as those scheduled on the *Request for Inclusion Form*? ☒ Yes ☐ No

If "No", please explain. (*Attachment #*_____)

(b) Have any of the contracts been bid? ☒ Yes ☐ No

If "Yes", indicate which contracts have been bid. (*Attachment # 1*)

(c) Was planning or design for this project financed in another SRF loan? ☐ Yes ☒ No

If "Yes", give the SRF loan number. _____

(d) Does this project involve an interlocal agreement with other local governments or other entities? ☐ Yes ☒ No

If "Yes", attach a copy of the Department letter accepting the interlocal agreement. (*Attachment #*_____)

Is the interlocal agreement, as accepted by the Department, fully executed and enforceable? ☐ Yes ☐ No

If "No", please explain (*Attachment #_____*).

(2) SCHEDULE. (month and year)

(a) Anticipated notice to proceed for first construction contract. June 2020

(b) Anticipated completion of all construction contracts. December 2020

(3) COST. Is the cost information submitted for the priority list current? ☒ Yes ☐ No

If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form.* (*Attachment #_____*) Note that the disbursable amount will be limited to the priority list amount.

PART III - FINANCIAL INFORMATION

Estimates of the capitalized interest, interest rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

(1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is $635,835.00

Note that the disbursable amount will be limited to the priority list amount and must be consistent with the project information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.

(2) TERMS AND REPAYMENT.

(a) Loans for planning and design shall be amortized over 10 years. Construction loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as financially disadvantaged. Construction loans to financially disadvantaged small communities may be amortized over the lesser of useful life of the project or 30 years. Construction loans to non-governmental project sponsors are amortized over the lesser of the useful life of the project or 20 years. Interest charges and principal are paid semiannually.

What is the useful life of the project? 40 (years)

Over how many years would you like to amortize the loan? 20 (years)

(b) List all revenues that are to be pledged for repayment of this loan. Water and wastewater rates, availability fees, and other income.

(c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.

What coverage is proposed for the loan? 15% (coverage percentage)

(d) Is any other financial assistance being applied to this project? ☐ Yes ☒ No

If "Yes", please list. (*Attachment #_____*)

(3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of $10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments.

(4) INFORMATION ON LIENS.

(a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (*Attachment # 2*) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of $10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.

(b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.

(c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment #* 2).

(d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment #* 2).

(5) ACTUAL AND PROJECTED REVENUES.

(a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.

(b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.

(6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment #* 3) The opinion must address the following:

(a) Availability of the revenues to repay the loan.

(b) Right to increase rates at which revenues shall be collected to repay the loan.

(c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.

(7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.

PART IV – AUTHORIZATION AND ASSURANCES

(1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment #* 4) for the following:

(a) Pledging revenues to repay the loan.

(b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.

(2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Drinking Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:

(a) Assurances for capitalization grant projects.

1. Complete all facilities for which funding has been provided.

2. The Applicant is advised, pursuant to 40 CFR 35 Section 35.3575, that a number of Federal law, executive orders, and government-wide policies can apply to your project or activity that is receiving Federal financial assistance. The Applicant agrees to read those provisions regarding the application of Federal cross-cutting authorities (cross-cutters) to determine their applicability to your specific project or activity.

(b) Assurances for other projects. Please note that Florida Statutes are available at http://www.leg.state.fl.us. They are also available at the following physical address: Florida Department of State Division of Library and Information Services R.A. Gray Building 500 South Bronough Street Tallahassee, Florida 32399-0250.

1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, “Coastal Zone Protection Act of 1985” which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.

2. Chapter 163, Part II, F.S., the “Local Government Comprehensive Planning and Land Development Regulation Act” which requires units of local government to establish and implement comprehensive planning programs to control future development.

3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.

4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.

5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.

6. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.

7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.

8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.

9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.

10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.

11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.

12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.

13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.

14. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Signed this _____ Day of _____, 20 _____

Authorized Representative _____ Louis J. Boglioli III

(signature) *(name typed or printed)*

Attachments

PART V - SUPPLEMENTARY INFORMATION

CITY OF STUART, FLORIDA

SCHEDULE OF EXISTING PRIOR AND PARITY LIENS
(EXCLUDES EXISTING SRF LOANS)

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least three fiscal years. Use additional pages as necessary.

Identify Each Obligation [1]		Coverage		Insured?
#1	Revenue Refunding and Improvement Bonds, Series 2003	110%		Yes
#2	Subordinate Lien Public Utilities Revenue Refunding Note, Series 2006	100%		No
#3	Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007	100%		No
#4	Subordinate Lien Public Utilities Revenue Refunding Note, Series 2011 (Refunded Series 2007B)	100%		No
#5	Series 2019 Bond Anticipation Note (BAN) - Seacoast National Bank [2]			

Fiscal Year	Annual Debt Service (Principal + Interest)						Total Debt Service	Total Debt Service Including Coverage
	#1	#2	#3	#4	#5 [2]			
2016	$468,290.00	$343,154.02	$315,713.32	$379,333.62	$0.00	$0.00	$1,506,490.96	$1,553,319.96
2017	469,800.00	343,393.25	315,700.82	380,217.36	0.00	0.00	1,509,111.43	1,556,091.43
2018	0.00	343,429.65	780,386.82	379,916.84	0.00	0.00	1,503,733.31	1,503,733.31
2019	0.00	342,425.90	785,937.69	379,455.12	0.00	0.00	1,507,818.71	1,507,818.71
2020	0.00	343,289.06	785,079.62	379,832.20	0.00	0.00	1,508,200.88	1,508,200.88
2021	0.00	343,378.25	783,082.94	379,025.02	0.00	0.00	1,505,486.21	1,505,486.21
2022	0.00	343,254.05	778,882.63	379,056.64	0.00	0.00	1,501,193.32	1,501,193.32
2023	0.00	948,089.70	178,902.13	379,904.02	0.00	0.00	1,506,895.85	1,506,895.85
2024	0.00	946,382.38	179,040.96	379,544.14	0.00	0.00	1,504,967.48	1,504,967.48
2025	0.00	278,175.75	1,144,245.13	0.00	0.00	0.00	1,422,420.88	1,422,420.88
2026	0.00	277,493.20	1,147,250.25	0.00	0.00	0.00	1,424,743.45	1,424,743.45
2027	0.00	277,810.65	1,142,489.69	0.00	0.00	0.00	1,420,300.34	1,420,300.34
2028	0.00	277,797.78	1,146,333.68	0.00	0.00	0.00	1,424,131.46	1,424,131.46
2029	0.00	1,447,365.25	0.00	0.00	0.00	0.00	1,447,365.25	1,447,365.25
2030	0.00	1,445,626.90	0.00	0.00	0.00	0.00	1,445,626.90	1,445,626.90
2031	0.00	1,446,041.65	0.00	0.00	0.00	0.00	1,446,041.65	1,446,041.65
2032	0.00	1,443,748.76	0.00	0.00	0.00	0.00	1,443,748.76	1,443,748.76
2033	0.00	1,447,888.80	0.00	0.00	0.00	0.00	1,447,888.80	1,447,888.80
2034	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2035	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2036	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2037	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2038	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2039	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2040	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2041	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2042	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2043	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2044	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2045	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Footnotes:

[1] Amounts derived from the actual loan payment schedules provided by the City. Amounts reflect the estimated sinking fund payments required in each Fiscal Year.

[2] On May 15, 2019, the City entered into an agreement with Seacoast National Bank to borrow a maximum of $1.5 million in anticipation of issuing future bonds (the Bond Anticipation Note or BAN). Based on conversations with City staff, to date only approximately $93,000 has been drawn and is due on May 15, 2020. At this time, no additional proceeds are anticipated to be drawn during the life of this contract. The amount of $93,000 is anticipated to be reimbursed through the use of existing cash reserves.

PART V - SUPPLEMENTARY INFORMATION

CITY OF STUART, FLORIDA

SCHEDULE OF EXISTING SRF LOANS AND PROJECTED PARITY LIENS (EXCLUDES PROPOSED SRF LOAN)

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least three fiscal years. Use additional pages as necessary.

	Identify Each Obligation	Coverage		Insured?
#6	Existing SRF Loan - WW 430400 - Reclaimed Water Transmission Main [1]	115%		No
#7	Existing SRF Loan - DW 430410 - Water Distribution Replacements and Meters [1]	115%	1st Pmt. Dec. 2016	No
#8	Existing SRF Loan - DW 430420 - Water Sysetm Anion Exchange [1]	115%		No
#9	Existing SRF Loan - DW 430430 - Eng. & Design Water RO Phase 1 (Estimated based on Contract)	115%	1st Pmt. Nov. 2020	No
#10	Existing SRF Loan - DW 430431 - Construction Well FA-1 (Estimated based on Contract)	115%	1st Pmt. Mar. 2021	No
#11	Future Debt Proceeds (Anticipated) - RO Construction Phase 1 [2]	115%		No

Fiscal Year	Annual Debt Service (Principal + Interest)						Total Debt Service	Total Debt Service Including Coverage
	#6	#7	#8	#9	#10	#11		
2016	$178,054.30	$88,617.00	$0.00	$0.00	$0.00	$0.00	$266,671.30	$306,672.00
2017	178,054.30	354,468.00	0.00	0.00	0.00	0.00	532,522.30	612,400.65
2018	178,054.30	354,468.00	0.00	0.00	0.00	0.00	532,522.30	612,400.65
2019	178,054.30	354,468.00	0.00	0.00	0.00	0.00	532,522.30	612,400.65
2020	178,054.30	354,468.00	106,497.56	29,268.00	0.00	0.00	668,287.86	768,531.04
2021	178,054.30	354,468.00	106,497.56	87,804.00	96,688.00	0.00	823,511.86	947,038.64
2022	178,054.30	354,468.00	106,497.56	87,804.00	96,688.00	0.00	823,511.86	947,038.64
2023	178,054.30	354,468.00	106,497.56	87,804.00	96,688.00	857,005.64	1,680,517.50	1,932,595.12
2024	178,054.30	354,468.00	106,497.56	87,804.00	96,688.00	857,005.64	1,680,517.50	1,932,595.12
2025	178,054.30	354,468.00	106,497.56	87,804.00	96,688.00	857,005.64	1,680,517.50	1,932,595.12
2026	178,054.30	354,468.00	106,497.56	87,804.00	96,688.00	857,005.64	1,680,517.50	1,932,595.12
2027	178,054.30	354,468.00	106,497.56	87,804.00	96,688.00	857,005.64	1,680,517.50	1,932,595.12
2028	178,054.30	354,468.00	106,497.56	87,804.00	96,688.00	857,005.64	1,680,517.50	1,932,595.12
2029	178,054.30	354,468.00	106,497.56	87,804.00	96,688.00	857,005.64	1,680,517.50	1,932,595.12
2030	178,054.30	354,468.00	106,497.56	58,536.00	96,688.00	857,005.64	1,651,249.50	1,898,936.92
2031	89,026.98	354,468.00	106,497.56	0.00	96,688.00	857,005.64	1,503,686.18	1,729,239.11
2032	0.00	354,468.00	106,497.56	0.00	96,688.00	857,005.64	1,414,659.20	1,626,858.08
2033	0.00	354,468.00	106,497.56	0.00	96,688.00	857,005.64	1,414,659.20	1,626,858.08
2034	0.00	354,468.00	106,497.56	0.00	96,688.00	857,005.64	1,414,659.20	1,626,858.08
2035	0.00	354,468.00	106,497.56	0.00	96,688.00	857,005.64	1,414,659.20	1,626,858.08
2036	0.00	265,851.00	106,497.56	0.00	96,688.00	857,005.64	1,326,042.20	1,524,948.53
2037	0.00	0.00	106,497.56	0.00	96,688.00	857,005.64	1,060,191.20	1,219,219.88
2038	0.00	0.00	106,497.56	0.00	96,688.00	857,005.64	1,060,191.20	1,219,219.88
2039	0.00	0.00	106,497.56	0.00	96,688.00	857,005.64	1,060,191.20	1,219,219.88
2040	0.00	0.00	0.00	0.00	96,688.00	857,005.64	953,693.64	1,096,747.69
2041	0.00	0.00	0.00	0.00	0.00	857,005.64	857,005.64	985,556.49
2042	0.00	0.00	0.00	0.00	0.00	857,005.64	857,005.64	985,556.49
2043	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2044	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2045	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Footnotes:

[1] Amounts derived from the actual loan payment schedules provided by the City. Amounts reflect the estimated sinking fund payments required in each Fiscal Year.

[2] Amounts included as a component of funding the total capital plan included in the updated financial forecast, but which are not directly associated with this application. Terms and borrowing assumptions subject to change.

PART V - SUPPLEMENTARY INFORMATION

CITY OF STUART, FLORIDA

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE

(Provide information beginning with the two fiscal years preceding the anticipated date of the first SRF loan repayment.)

		Audited 2018	Audited 2019
(a)	Operating Revenues	$11,944,815	$12,759,925
(b)	Interest Income	$44,073	$467,850
(c)	Other Income or Revenue		
	Availability Fee Revenues	$184,859	$98,413
	Other- Misc Revenues (Disposition of Assets)	(19,851)	59,895
	Total Other Income or Revenue	$165,008	$158,308
(d)	Total Revenues	$12,153,896	$13,386,083
(e)	Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	$6,638,927	$6,744,577
(f)	Net Revenues [(f) = (d) - (e)]	$5,514,969	$6,641,506
(g)	Debt Service (including required coverage)		
	Existing Senior Lien Debt	$1,503,733	$1,507,819
	Existing SRF Loans and Parity Debt	612,401	612,401
	Total Other Income or Revenue	$2,116,134	$2,120,219
	Amount Available After Payment of Debt Service (including required coverage)	$3,398,835	$4,521,287

(h) Attach audited annual financial report(s), or pages thereof, and any other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF loan. *(Attachment 5)* .

Notes continued on Page 2 of 2.

PART V - SUPPLEMENTARY INFORMATION

CITY OF STUART, FLORIDA

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE

(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses).

The following tabulations reconcile Net Revenues shown as (f) above to the audited financial statements as follows:

	Audited 2018	Audited 2019
Net Revenues (Line f above)	$5,514,969	$6,641,506
Additions to Net Revenues:		
Grant Revenues for Capital / Capital Contributions	$286,253	$892,920
Transfers in from Other Funds	0	1,023,685
Total Additions to Net Revenues	$286,253	$1,916,605
Deductions from Net Revenues:		
Depreciation Expenses	$2,842,921	$2,832,600
Interest and Amortization Expenses	1,174,538	837,695
Transfer to General Fund	684,700	698,994
Adjustment Due to Rounding	(3)	0
Total Deductions from Net Revenues	$4,702,156	$4,369,289
Change in Net Position - Calculated	$1,099,066	$4,188,822
Change in Net Position - Reported in the CAFR	$1,099,066	$4,188,822

(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken.
Net Revenues have been and are projected to be fully adequate over the projection period.

Footnotes:

[1] Amounts shown for Fiscal Years 2018 and 2019 are based on detailed records provided by City staff, which were used to compile the City's Audited Financial Statements.

PART V - SUPPLEMENTARY INFORMATION

CITY OF STUART, FLORIDA

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

		FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
(a)	Operating Revenues [1] [2]					
	Existing Revenues at Adopted Rates Through FY20	$12,881,123	$13,037,803	$13,199,320	$13,405,754	$13,612,187
	Projected Revenues from Adopted and Projected Rate Increases	0	245,999	501,145	765,675 [3]	1,039,691 [3]
	Total Operating Revenues	$12,881,123	$13,283,801	$13,700,465	$14,171,429	$14,651,878
(b)	Interest Income	$55,000	$51,000	$53,000	$60,000	$61,000
(c)	Other Income or Revenue (Identify)					
	Availability Fee Revenues [4]	$360,230	$384,259	$393,174	$426,133	$459,092
	Other- Misc Revenues (Disposition of Assets)	40,000	0	0	0	0
	Total Other Income or Revenue	$400,230	$384,259	$393,174	$426,133	$459,092
(d)	Total Revenues	$13,336,353	$13,719,060	$14,146,639	$14,657,562	$15,171,970
(e)	Operating Expenses (excluding interest on debt, depreciation, and other non-cash items) [5] [6]	$7,756,939	$7,993,946	$8,239,605	$8,769,291 [6]	$9,040,367
(f)	Net Revenues [(f) = (d) - (e)]	$5,579,414	$5,725,114	$5,907,035	$5,888,271	$6,131,603
(g)	Revenue (including coverage) pledged to debt service, excluding SRF Loans [7]	$1,508,201	$1,505,486	$1,501,193	$1,506,896	$1,504,967
(h)	Revenue (including coverage) pledged to outstanding SRF Loans [8]	$768,531	$947,039	$947,039	$947,039	$947,039
	Sub-Total Existing Debt Service (including required coverage)	$2,276,732	$2,452,525	$2,448,232	$2,453,934	$2,452,006
(i)	Revenue Available for this SRF Loan [(i) = (f) - (g)- (h)]	$3,302,682	$3,272,589	$3,458,803	$3,434,337	$3,679,597
	Revenue (including coverage) pledged to Future SRF Loans & Parity Debt [9]	$0	$0	$0	$985,556	$985,556
	Revenue (including coverage) pledged to the Proposed SRF Loan for the Proposed Projects					
	Proposed SRF Loan - Monterey Road Subdivision Water Main Project [10]	$0	$48,688	$48,688	$48,688	$48,688
	Additional Projects for this Request (if any)	0	0	0	0	0
	Sub-total	$0	$48,688	$48,688	$48,688	$48,688
	Amount Available After Payment of Existing, Proposed and Future Debt Service (including required coverage)	$3,302,682	$3,223,901	$3,410,115	$2,400,092	$2,645,352

PART V - SUPPLEMENTARY INFORMATION

CITY OF STUART, FLORIDA

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

(j) Identify the source of the above information and explain methods used to develop the projections (See Attachment 6).
Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments reflecting the cost of operating additional facilities, or other considerations.
Unless otherwise discussed in the footnotes hereunder, the amounts for Fiscal Years 2020 through 2024 are based on the City's most recently completed water and wastewater financial forecast, including updates to account for proposed changes to the Water Facilities Plan. Please refer to Attachment 6 and the additional footnotes below.

(k) For construction loans, are the above projections consistent with the accepted financial feasibility information in the planning documents?
X Yes but projections were updated to accounted for changing conditions __ No

Footnotes:

[1] Based on the rate study results that concluded on August 14, 2017, the City adopted water and wastewater rates for the five (5) Fiscal Years ending September 30, 2022 as follows:

	Water	Wastewater
Adopted Rate Increases on or after October 1, 2017 - Implemented [a]	7%	3%
Adopted Rate Increases on or after October 1, 2018 - Implemented [a]	7%	3%
Adopted Rate Increases on or after October 1, 2019 - Implemented [a]	7%	3%
Adopted Rate Increases on or after October 1, 2020 [b]	2%	2%
Adopted Rate Increases on or after October 1, 2021 [b]	2%	2%

[a] Revenues from adopted rates that have been implemented were included under existing revenues.
[b] Revenues from adopted rates that will be implemented in future years included in the projected amount of revenues.

[2] Projected revenues based on the adopted rates plus an average customer growth rate of 1% per year on average. Additional sewer customer growth was assumed to account for recently completed and planned sewer expansion projects to eliminate septic tanks within selected sewer basins.

[3] The City's recently completed water and wastewater rate study included projections through Fiscal Year 2022. Since certain costs associated with the City's Water Facilities Plan may not be fully incurred until Fiscal Year 2023, the projection period was expanded. The projected FY23 and FY24 revenues assume that the City will continue to increase the water and wastewater rates by 2% per year, which is consistent with the City's adopted annual indexing provision.

[4] Availability Fee revenues based on the current fees plus an average customer growth rate of 1% per year on average. Additional sewer revenues were assumed to account for recently completed and planned sewer expansion projects to eliminate septic tanks within selected sewer basins.

[5] Projected operating expenses shown in detail in Attachment 6, which were based on the adopted FY20 Operating Budgets. Amounts beyond FY20 were based on inflationary adjustments for labor and benefits, health insurance, utility and chemical costs, and repairs and maintenance expenses. The projected annual average increase in operating expenses is estimated at approximately 4% per year on average from FY20-24, including incremental operating expenses discussed in Note 6 below.

[6] Based on the City's planned implementation of the Water Facilities Plan that includes constructing a 1.0 MGD Reverse Osmosis Facility, the City's Consulting Engineer estimates adding approximately $275,000 per year in (net) incremental operating expenses beginning on or after October 1, 2022.

[7] Amounts derived from Page 7 of 10 (a) of this application, which excludes existing SRF Loans.

PART V - SUPPLEMENTARY INFORMATION

CITY OF STUART, FLORIDA

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

[8] Amounts derived from Page 7 of 10 (b) of this application, which includes existing SRF Loans. Amounts estimated for DW430430 and DW430431 based on the original loan agreements.

[9] Amounts derived from Page 7 of 10 (b) which were included as a component of funding the total capital plan included in the updated financial forecast, but which are not directly associated with this application. Terms and borrowing assumptions subject to change.

[10] The Proposed Project debt service costs are estimated based on the following:

Monterey Road Subdivision Water Main Project - Gross Amount	$963,635
Less Water Supply Restoration Grant	(327,800)
Monterey Road Subdivision Water Main Project - Amount Financed	$635,835 [*]
Plus Financing Costs and Capitalized Interest (Rounded)	24,165
Total Principal Amount Borrowed	$660,000
Term (Years)	20
Assumed Rate (%)	2.5%
First Annual Payment Beginning March 31, 2021	$42,337
Total Annual Payment - Including 15% Coverage	$48,688

[*] Based on information provided by the City, the City may be able to obtain debt forgiveness of $480,700 and an additional grant of $155,135, which may fully fund this project.

PART V – SUPPLEMENTARY INFORMATION

LIST OF ATTACHMENTS

LIST OF ATTACHMENTS. This application requires the submittal of *Attachments* to provide supplemental information. The application is not complete without the completed *List of Attachments*. Please list all attachments that you are including with this application form.

Attachment	Number
Project Description and List of Contracts	1
Debt Obligations (includes Resolutions)	2
Legal Opinion	3
Authorizing Resolution	4
Selected Pages - 2018 & 2019 Comprehensive Annual Financial Report	5
Updated Water and Wastewater Financial Forecast	6
Management Letter / Subsequent Events - April 15, 2020	7

ATTACHMENT # 1

PROJECT DESCRIPTION

The Monterey Road Subdivision Watermain Improvements project will provide water service to approximately 146 residences located on SE San Jose St., SE Tejon St., SE Cortez St., SE Madrid St., and SE Seville St. in the City of Stuart's Utility Service Area. The scope of work includes but is not limited to mobilization/demobilization, maintenance of traffic, pre/post construction video, record drawings, pollution/erosion control, installation of approximately 7,235 linear feet of 6" PVC and 8" HDPE watermain, 177 water services for 146 properties, valves, fittings, ten new fire hydrants, associated appurtenances, pressure testing, chlorination, bacteriological testing, and restoration. It is anticipated that substantial completion will be reached within 150 calendar days from notice to proceed and final completion will be reached within 180 calendar days from notice to proceed.

LIST OF CONTRACTS

1. *Monterey Road Subdivision Watermain Improvements*. This contract was advertised on February 20, 2020 and bids were received on April 1, 2020.

ATTACHMENT # 2

DEBT OBLIGATIONS

1. City of Stuart, Florida, Subordinate Lien Public Utilities Revenue Refunding Note, Series 2006, issued in the amount of $8,129,000, pursuant to Resolution No. 219-06.

2. City of Stuart, Florida, Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007 in the amount of $7,142,000.00, pursuant to Resolution No. 22-07.

3. City of Stuart, Florida, Subordinate Lien Public Utilities Revenue Refunding Note, Series 2011 in the amount of $4,923,000.00, pursuant to Resolution No. 118-2011.

4. City of Stuart, Florida, Series 2019 Bond Anticipation Note (BAN) – Seacoast National Bank [1], in the amount of $1,500,000.00, pursuant to Resolution No. 46-2019.

Copies of the above listed Resolutions have been attached.

ADDITIONAL OBLIGATIONS SECURED BY NET OPERATING REVENUES ON PARITY WITH THE LOAN ARE:

1. The City of Stuart also has a Clean Water State Revolving Fund Construction Loan Agreement WW430400.

2. The City of Stuart has a Drinking Water State Revolving Fund Construction Loan Agreement DW430410.

3. The City of Stuart has a Drinking Water State Revolving Fund Construction Loan Agreement DW430420.

4. The City of Stuart has a Drinking Water State Revolving Fund Design Loan Agreement DW430430.

5. The City of Stuart has a Drinking Water State Revolving Fund Construction Loan Agreement DW430431.

Footnotes:

[1] On May 15, 2019, the City entered into an agreement with Seacoast National Bank to borrow a maximum of $1.5 million in anticipation of issuing future bonds (the Bond Anticipation Note or BAN). Based on conversations with City staff, to date only approximately $93,000 has been drawn and is due on May 15, 2020. At this time, no additional proceeds are anticipated to be drawn during the life of this contract. The amount of $93,000 is anticipated to be reimbursed through the use of existing cash reserves.



RESOLUTION NO. 219-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE REFINANCING OF A PORTION OF THE CITY'S PUBLIC UTILITIES REVENUE REFUNDING AND IMPROVEMENT BONDS, SERIES 2003; AUTHORIZING THE CITY TO BORROW FROM BANK OF AMERICA, N.A. IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING $8,500,000 FOR SUCH PURPOSE PROVIDED CERTAIN CONDITIONS ARE MET; PROVIDING THAT SUCH DEBT SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM CERTAIN REVENUES AS PROVIDED HEREIN; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1: *Authority for this Resolution.* This Resolution is adopted pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the City of Stuart, Florida, and other applicable provisions of law.

Section 2: *Authorization of Refinancing.* The City is authorized to refinance (the "Refunding") all or a portion of the City's Public Utilities Revenue Refunding and Improvement Bonds, Series 2003 (the "Bonds") by borrowing funds on a negotiated basis from Bank of America, N.A. (the "Bank") for such purpose. The City determines that it is in the best interest of the City to proceed with a negotiated loan rather than a competitive bid due to the small size of the transaction and the need for flexibility in the timing of the transaction. The amount of funds borrowed from the Bank shall not exceed $8,500,000.00. The Bonds to be refunded (the "Refunded Bonds") shall be such of the Bonds as specified in the Loan Documents hereinafter described, but shall not exceed the amount as may be refunded using only the proceeds of the funds borrowed from the Bank plus any funds held by the City that would have been used to pay the Refunded Bonds but for the refinancing, such as funds held in the Principal and Interest Account for the Bonds under Resolution No. 163-94 of the City Commission (as amended and supplemented, the "Bond Resolution"). The Refunding shall not proceed unless as a result thereof the City's financial

advisor, Public Financial Management Inc. reports to the City that the City has realized net (that is, after payment of all costs of the Refunding) present value debt service savings in an amount not less than 5% of the principal amount of the Refunded Bonds.

Section 3: *Description of Loan and Refunding.* Subject to the provisions of Section 2 hereof, the terms of the loan (the "Loan") from the Bank to the City shall be specified in the Loan Documents hereinafter described, provided that the obligations of the City under the Loan Documents shall be limited obligations, payable solely from (i) Net Revenues of the Public Utilities System of the City (as those terms are defined in the Bond Resolution) on a basis subordinate to the "Bonds" issued and as may hereafter be issued thereunder, and (ii) lawfully available non-ad valorem revenues of the City budgeted and appropriated by the City for such purpose. In addition, the interest rate on the loan shall not exceed the maximum lawful rate and the final maturity date of the Loan may not exceed the final maturity date of the Refunded Bonds. The proceeds of the Loan may be deposited in escrow and used to pay the debt service on the Refunded Bonds to their maturity or earlier redemption date (any such redemption date to be as provided in the Loan Documents), and may be invested in "Defeasance Obligations" (as defined in the Bond Resolution) all as provided in the Loan Documents.

Section 4: *Authorization of Loan Documents.* Subject to the provisions of Section 2 hereof, the City is authorized to make its promissory note and to enter into such other agreements with such parties, as shall be necessary to accomplish the Refunding, including but not limited to a Loan Agreement, an ISDA Master Agreement, Schedule and Confirmation with the Bank, an Escrow Deposit Agreement with SunTrust Bank (or another escrow agent) and all other ancillary documents necessary or desirable for the transaction (all of such documents, the "Loan Documents"), and to expend proceeds of the Loan in furtherance of the Refunding. The City hereby authorizes and directs the City Manager to execute and deliver on behalf of the City the Loan Documents, which upon such execution shall be valid and binding on the City. The Loan Documents may designate the Loan as a "qualified tax-exempt financing" for purposes of Section 265 of the Internal Revenue Code.

Section 5: *Severability.* If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 6: *Applicable Provisions of Law.* This Resolution shall be governed by and construed in accordance with the laws of the State. **Section 7:** *Authorizations.* The City Manager and such other officials and employees of the City as may be designated by the City Manager are each designated as agents of the City in connection with the Refunding and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the City that are necessary or desirable in connection with the Refunding, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

Section 8: *Open Meeting Findings.* It is hereby found and determined that all official acts by the Commission concerning and relating to the adoption of this Resolution and all prior resolutions

affecting the Commission's ability to issue the Note were taken in an open meeting of the Commission and that all deliberations of the Commission or any of its committees that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes.

Section 9: *Repealer.* All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 10: *Effective Date.* This Resolution shall be in full force and take effect immediately upon its passage and adoption.

ADOPTED this 18th day of December 2006.

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

	YES	NO	ABSENT
MARY L. HUTCHINSON, MAYOR	X		
JEFFREY KRAUSKOPF, VICE MAYOR	X		
MICHAEL MORTELL, COMMISSIONER			X
JAMES A. CHRISTIE, COMMISSIONER	X		
CAROL S. WAXLER, COMMISSIONER	X		

ATTEST:

MARY NASH
DEPUTY CITY CLERK

MARY L. HUTCHINSON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

PAUL J. NICOLETTI
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD

Cheryl A. White
City Clerk

7

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

Meeting Date: December 18th, 2006 **Prepared by:** D. Zaharako

Resolution No. 219-06

Title of Item:
Proposed Refinancing of Utility Bonds

Summary Explanation/Background Information on Agenda Request:
Since the City Commission last considered refinancing the City's 2003 Utility System Bonds at its May 8, 2006 meeting, market conditions have improved. The City financial advisor, Jay Glover of Public Financial Management and our bond counsel Mark Raymond of Moyle, Flanigan et al will be present at the Meeting to discuss this item in detail and to provide estimates of potential cost savings resulting from a refinancing of the bonds.

Funding Source: N/A

Recommended Action:
Authorize the refinancing of a portion of the City's Public Utilities Revenue Refunding and Improvement Bonds, Series 2003.

Financial Services Director	Date 12/11/06
City Attorney	Date 12-12-06
Dan Hudson, City Manager	Date

MOYLE, FLANIGAN, KATZ, RAYMOND, WHITE & KRASKER, P.A.
ATTORNEYS AT LAW

Office Address:
625 North Flagler Drive - 9th Floor
West Palm Beach, Florida 33401-4025
Telephone: (561) 659-7500
Facsimile: (561) 659-1789

Tallahassee Office
(850) 681-3828
Wellington Office
(561) 227-1560

MARK E. RAYMOND
Direct Line: (561) 822-0380
E-mail: mraymond@moylelawcom

December 11, 2006

Honorable Mayor and
Members of the City Commission
City of Stuart, Florida

Re: Proposed Refinancing of Utility Bonds

Dear Mayor and Commissioners:

Since the City Commission last considered refinancing the City's 2003 Utility System Bonds at its May 8, 2006 meeting, market conditions have improved. According to the latest financial analysis, savings in excess of 5% of the amount of the debt are achievable. This is substantially in excess of the 3% savings level considered by the Commission in May. Accordingly, I have prepared for your consideration the attached resolution which authorize the City Manager to complete the transaction, so long as the net present value savings to the City are at least 5% of the amount of the bonds refinanced. The 5% figure is net savings to the City (that is, after taking into account all costs of the transaction), and is a standard that is used by many local governments in determining when a refinancing is appropriate.

Both your financial advisor, Public Financial Management, and I will be present at the December 18 meeting to discuss this item with you and to answer any questions you may have.

Very truly yours,

Mark E. Raymond

cc: Dorothy Zaharako
Dan Hudson
Paul Nicoletti, Esq.
Jay Glover, Public Financial Management, Inc.



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NO. 22-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE REFINANCING OF A PORTION OF THE CITY'S PUBLIC UTILITIES REVENUE REFUNDING AND IMPROVEMENT BONDS, SERIES 2003; AUTHORIZING THE CITY TO BORROW FROM BANK OF AMERICA, N.A. IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING $7,300,000 FOR SUCH PURPOSE PROVIDED CERTAIN CONDITIONS ARE MET; PROVIDING THAT SUCH DEBT SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM CERTAIN REVENUES AS PROVIDED HEREIN; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1: ***Authority for this Resolution.*** This Resolution is adopted pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the City of Stuart, Florida, and other applicable provisions of law.

Section 2: ***Authorization of Refinancing.*** The City is authorized to refinance (the "Refunding") all or a portion of the City's Public Utilities Revenue Refunding and Improvement Bonds, Series 2003 (the "Bonds") by borrowing funds on a negotiated basis from Bank of America, N.A. (the "Bank") for such purpose. The City determines that it is in the best interest of the City to proceed with a negotiated loan rather than a competitive bid due to the small size of the transaction, the need for flexibility in the timing of the transaction, and the favorable terms being provided by the Bank. The amount of funds borrowed from the Bank shall not exceed $7,300,000. The Bonds to be refunded (the "Refunded Bonds") shall be such of the Bonds as specified in the Loan Documents hereinafter described, but shall not exceed the amount as may be refunded using only

the proceeds of the funds borrowed from the Bank plus any funds held by the City that would have been used to pay the Refunded Bonds but for the refinancing, such as funds held in the Principal and Interest Account for the Bonds under Resolution No. 163-94 of the City Commission (as amended and supplemented, the "Bond Resolution"). The Refunding shall not proceed unless as a result thereof the City's financial advisor, Public Financial Management Inc. reports to the City that the City has realized net (that is, after payment of all costs of the Refunding) present value debt service savings in an amount not less than 5% of the principal amount of the Refunded Bonds.

Section 3: ***Description of Loan and Refunding.*** Subject to the provisions of Section 2 hereof, the terms of the loan (the "Loan") from the Bank to the City shall be specified in the Loan Documents hereinafter described, provided that the obligations of the City under the Loan Documents shall be limited obligations, payable solely from (i) Net Revenues of the Public Utilities System of the City (as those terms are defined in the Bond Resolution) on a basis subordinate to the "Bonds" issued and as may hereafter be issued thereunder, and on a parity basis with the $8,129,000.00 subordinate lien Public Utilities Revenue Refunding Note, Series 2006, and (ii) lawfully available non-ad valorem revenues of the City budgeted and appropriated by the City for such purpose. In addition, the interest rate on the loan shall not exceed the maximum lawful rate and the final maturity date of the Loan may not exceed the final maturity date of the Refunded Bonds. The proceeds of the Loan may be deposited in escrow and used to pay the debt service on the Refunded Bonds to their maturity or earlier redemption date (any such redemption date to be as provided in the Loan Documents), and may be invested in "Defeasance Obligations" (as defined in the Bond Resolution) all as provided in the Loan Documents.

Section 4: ***Authorization of Loan Documents.*** Subject to the provisions of Section 2 hereof, the City is authorized to make its promissory note and to enter into such other agreements with such parties, as shall be necessary to accomplish the Refunding, including but not limited to a Loan Agreement, in the form attached hereto as Exhibit "A," an Escrow Deposit Agreement in the form attached hereto as Exhibit "B" with U.S. Bank National Association and all other ancillary documents necessary or desirable for the transaction (all of such documents, the "Loan Documents"), and to expend proceeds of the Loan in furtherance of the Refunding. The City hereby authorizes and directs the City Manager to execute and deliver on behalf of the City the Loan Documents, which upon such execution shall be valid and binding on the City. The Loan Documents may designate the Loan as a "qualified tax-exempt financing" for purposes of Section 265 of the Internal Revenue Code.

Section 5: ***Severability.*** If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 6: ***Applicable Provisions of Law.*** This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

Section 7: ***Authorizations.*** The Mayor and City Manager and such other officials and employees of the City as may be designated by the City Manager are each designated as agents of the City in connection with the Refunding and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the City that are necessary or desirable in connection with the Refunding, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

Section 8: ***Open Meeting Findings.*** It is hereby found and determined that all official acts by the Commission concerning and relating to the adoption of this Resolution and all prior resolutions affecting the Commission's ability to issue the Note were taken in an open meeting of the Commission and that all deliberations of the Commission or any of its committees that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes.

Section 9: ***Repealer.*** All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 10: ***Effective Date.*** This Resolution shall be in full force and take effect immediately upon its passage and adoption.

ADOPTED this 29th day of January 2007.

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

	YES	NO	ABSENT
MARY L. HUTCHINSON, MAYOR	✓		
JEFFREY KRAUSKOPF, VICE MAYOR	✓		
MICHAEL MORTELL, COMMISSIONER	✓		
JAMES A. CHRISTIE, COMMISSIONER	✓		
CAROL S. WAXLER, COMMISSIONER	✓		

ATTEST:

CHERYL WHITE
CITY CLERK

MARY L. HUTCHINSON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

PAUL J. NICOLETTI
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD

Cheryl A. White
City Clerk

LOAN AGREEMENT

Dated as of February 6, 2007

By and Between

CITY OF STUART, FLORIDA

(the "City")

and

BANK OF AMERICA, N.A.
(the "Bank")

$7,142,000
Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007

EXHIBIT "A"

TABLE OF CONTENTS

(The Table of Contents for this Loan Agreement is for convenience of reference only and is not intended to define, limit or describe the scope or intent of any provisions of this Loan Agreement.)

Page

ARTICLE I -- DEFINITION OF TERMS 3
Section 1.01. Definitions 3
Section 1.02. Interpretation 5
Section 1.03. Titles and Headings 6

ARTICLE II -- REPRESENTATIONS AND WARRANTIES OF THE PARTIES 7
Section 2.01. Representations and Warranties of City 7
Section 2.02. Representations and Warranties of Bank 7

ARTICLE III -- THE NOTE 9
Section 3.01. The Loan; Purpose and Use 9
Section 3.02. The Note 9
Section 3.03. Compliance with Section 215.84 9
Section 3.04. Registration of Transfer; Assignment of Rights of Bank 9
Section 3.05. Ownership of the Note 10
Section 3.06. Use of Proceeds of Note Permitted Under Applicable Law 11

ARTICLE IV -- COVENANTS OF THE CITY 12
Section 4.01. Performance of Covenants 12
Section 4.02. Payment of Note 12
Section 4.03. Covenant to Budget and Appropriate 13
Section 4.04. Tax Covenant 14
Section 4.05. Budget and Other Financial Information 14
Section 4.06. Compliance with Laws and Regulations 15
Section 4.07. Incorporation of Senior Lien Bond Resolution Covenants; Rate Covenant. 15
Section 4.08. Application of Proceeds of Note 15

ARTICLE V -- EVENTS OF DEFAULT AND REMEDIES 16
Section 5.01. Events of Default 16
Section 5.02. Exercise of Remedies 17
Section 5.03. Remedies Not Exclusive 17
Section 5.04. Waivers, Etc. 17

ARTICLE VI -- MISCELLANEOUS PROVISIONS 19
Section 6.01. Covenants to City, Etc.; Successors 19
Section 6.02. Term of Agreement 19

Section 6.03. Notice of Changes in Fact 19
Section 6.04. Amendments and Supplements 19
Section 6.05. Notices 19
Section 6.06. Benefits Exclusive 20
Section 6.07. Severability 20
Section 6.08. Payments Due on Saturdays, Sundays and Holidays 20
Section 6.09. Counterparts 20
Section 6.10. Applicable Law 21
Section 6.11. No Personal Liability 21
Section 6.12. Defeasance. 21
Section 6.13. Arbitration and Waiver of Jury Trial 21
Section 6.14. Incorporation by Reference 23

Exhibit A Form of Note A-1

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement"), made and entered into this 6th day of February, 2007, by and between CITY OF STUART, FLORIDA (the "City"), a political subdivision of the State of Florida and its successors and assigns, and BANK OF AMERICA, N.A., a national banking association authorized to do business in Florida, and its successors (the "Bank").

WITNESSETH:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in Article I of this Agreement;

WHEREAS, the City, pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes, as amended and supplemented, the Charter of the City and any other applicable provisions of law (all of the foregoing, collectively, the "Act"), and Resolution No. 163-94, adopted by the City Commission of the City on December 8, 1994, as amended and supplemented from time to time, and as particularly amended by Resolution No. 150-03 adopted by the City Commission of the City on July 21, 2003 (collectively, the "Senior Lien Bond Resolution"), and Resolution No. 22-07, adopted by the City Commission of the City on January 29, 2007 (the "Junior Lien Note Resolution") is authorized to borrow money, issue bonds, Note or other obligations to finance or refinance the costs of capital expenditures to the City's Public Utilities System (as such term is defined in the Senior Lien Bond Resolution); and

WHEREAS, the City desires to borrow an amount equal to Seven Million One Hundred Forty-Two Thousand Dollars ($7,142,000) in order to advance refund the City's Public Utilities Revenue Refunding and Improvement Bonds, Series 2003 which mature on October 1, 2020, October 1, 2022 and October 1, 2028 (the "Refunded Bonds") and the Bank is willing to purchase the City's Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007 (the "Note") to accomplish this purpose, but only upon the terms and conditions of this Agreement; and

WHEREAS, the Note will be junior, inferior and subordinate in all respects to the "Bonds" issued pursuant to the Senior Lien Bond Resolution as to lien on and source of security for payments from the Net Revenues (as such term is defined in the Senior Lien Bond Resolution) and in all other respects, and will be secured in the manner and to the extent as provided herein; and

WHEREAS, the Note will be secured by the Designated Revenues (as such time is defined herein) on parity with the $8,129,000 City of Stuart, Florida Subordinate Lien Public Utilities Revenue Refunding Note, Series 2006 (the "2006 Parity Note") issued pursuant to that certain Loan Agreement dated December 28, 2006 between the City and the Bank;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.01. Definitions. Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings as follows:

"Act" shall have the meaning assigned to that term in the recitals hereof.

"Agreement" shall mean this Loan Agreement and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Bank" shall mean Bank of America, N.A., and its successors.

"Bond Counsel" shall mean, initially, Bryant Miller Olive P.A., or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which banks in Naples, Florida are authorized or required to be closed.

"City" shall mean the City of Stuart, Florida, a municipal corporation.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

"Debt Service" means principal and interest, and other debt-related costs, due in connection with the Note, as applicable, and any and all subordinated debt and any other liabilities of the City for borrowed money.

"Default Rate" shall mean the Prime Rate plus three percent (3%) provided such rate shall not exceed the highest rate of interest allowed by applicable law.

"Designated Revenues" shall mean (i) Net Revenues which are available after making all payments required pursuant to the Senior Lien Bond Resolution, and (ii) legally available non-ad valorem revenues of the City budgeted and appropriated in accordance with Section 4.03 hereof. Notwithstanding anything herein to the contrary, the Note will be junior, inferior and subordinate in all respects to the "Bonds" issued pursuant to the Senior Lien Bond Resolution as to lien on and source of security for payments from the Net Revenues and in all other respects.

"Event of Default" shall mean an Event of Default as defined in Section 5.01 of this Agreement.

"Federal Securities" shall mean:

1. Cash

2. U.S. Treasury Certificates, Note and Bonds (including State and Local Government Series – "SLGs")

3. Direct obligations of the Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities.

4. Resolution Funding Corp. (REFCORP). Only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable.

5. Pre-refunded municipal bonds rated "Aaa" by Moody's Investors Service ("Moody's") and "AAA" by Standard & Poor's Ratings Group ("S&P"). If, however, the issue is only rated by S&P, then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded municipals to satisfy this condition.

6. Obligations issued by the following agencies which are backed by the full faith and credit of the U.S.:

   a. U.S. Export-Import Bank (Eximbank)

      Direct obligations or fully guaranteed certificates of beneficial ownership

   b. Farmers Home Administration (FmHA)

      Certificates of beneficial ownership

   c. Federal Financing Bank

   d. General Services Administration

      Participation certificates

   e. U.S. Maritime Administration

      Guaranteed Title XI financing

   f. U.S. Department of Housing and Urban Development (HUD)

Project Note
Local Authority Bonds
New Communities Debentures – U.S. government guaranteed debentures and U.S. Public Housing Note and Bonds – U.S. government guaranteed public housing Note and bonds

"Final Maturity Date" shall mean the date on which all principal and all unpaid interest accrued on a Note shall be due and payable in full, which date shall be, if not sooner due to prepayment, October 1, 2028.

"Fiscal Year" shall mean the twelve month period commencing October 1 of each year and ending on the succeeding September 30, or such other twelve month period as the City may designate as its "fiscal year" as permitted by law.

"Loan" shall collectively refer to an amount equal to the outstanding principal amount of the Note together with unpaid interest which has accrued pursuant to and in accordance with this Agreement.

"Note" shall mean the $7,142,000 City of Stuart, Florida Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007, which evidences the Loan.

"Note Rate" shall mean 4.05%.

"Noteholder" shall mean the Bank as the holder of the Note and any subsequent registered holder of the Note.

"2006 Parity Note" shall mean the $8,129,000 City of Stuart, Florida Subordinate Lien Public Utilities Revenue Refunding Note, Series 2006.

"Prime Rate" shall mean a rate of interest equal to the announced prime commercial lending rate per annum of the Bank. The Prime Rate is a reference rate for the information and use of the Bank in establishing the actual rate to be charged to the City. The Prime Rate is purely discretionary and is not necessarily the lowest or best rate charged any customer. The Prime Rate shall be adjusted from time to time without notice or demand as of the effective date of any announced change thereof.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Senior Lien Bond Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings. The titles and headings of the Articles and Sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

[Remainder of page intentionally left blank]

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 2.01. Representations and Warranties of City. The City represents and warrants to the Bank as follows:

(a) Existence. The City is a municipal corporation of the State of Florida, duly created and validly existing under the laws of the State of Florida, with full power to enter into this Agreement, to perform its obligations hereunder and to issue and deliver the Note to the Bank. The making, execution and performance of this Agreement on the part of the City and the issuance and delivery of the Note have been duly authorized by all necessary action on the part of the City and will not violate or conflict with the Act, or any agreement, indenture or other instrument by which the City or any of its material properties is bound.

(b) Validity, Etc. This Agreement, the Note, the Senior Lien Bond Resolution and the Junior Lien Note Resolution are or will be valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) No Financial Material Adverse Change. No financial material adverse change has occurred in the City since the last audited financial statement was prepared.

(d) Powers of City. The City has the legal power and authority to pledge the Net Revenues and to covenant to budget and appropriate legally available non-ad valorem revenues of the City in the manner and to the extent described herein.

Section 2.02. Representations and Warranties of Bank. The Bank represents and warrants to the City as follows:

(a) Existence. The Bank is a national banking association, authorized to do business in the State of Florida, with full power to enter into this Agreement, to perform its obligations hereunder and to make the Loan. The performance of this Agreement on the part of the Bank and the making of the Loan have been duly authorized by all necessary action on the part of the Bank and will not violate or conflict with applicable law or any material agreement, indenture or other instrument by which the Bank or any of its material properties is bound.

(b) Validity. This Agreement is a valid and binding obligation of the Bank enforceable against the Bank in accordance with its terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency,

reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights (and specifically creditors' rights as the same relate to banks) and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) Knowledge and Experience. The Bank (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of making the Loan and investing in the Note, (ii) has received and reviewed such financial information concerning the City as it has needed in order to fairly evaluate the merits and risks of making the Loan and investing in the Note; (iii) is a "national bank" under the laws of the United States of America; and (iv) is purchasing the Note as an investment for its own account and not with a view toward resale to the public.

[Remainder of page intentionally left blank]

ARTICLE III

THE NOTE

Section 3.01. The Loan; Purpose and Use. On the date of this Agreement, the Bank shall make available to the City the Loan in the principal amount of Seven Million One Hundred Forty-Two Thousand Dollars ($7,142,000). The proceeds of the Loan shall be used to advance refund the Refunded Bonds, and to pay the costs of issuance of the Note.

Section 3.02. The Note. The Note shall be substantially in the form set forth as Exhibit "A" to this Agreement. The general terms of the Note shall be as follows:

(a) Amount of Note. The principal amount of the Note shall not exceed Seven Million One Hundred Forty-Two Thousand Dollars ($7,142,000).

(b) Interest. The Note shall bear interest at the Note Rate. Upon the occurrence of one or more of the events specified in the Note, the Note Rate shall be adjusted as therein provided. Interest on the Note shall be computed on an actual/360 day basis.

(c) Payment Provisions. Interest on the Note shall be payable on April 1 and October 1, commencing April 1, 2007. Principal on the Note shall be payable on each October 1, commencing October 1, 2008 through and including the Final Maturity Date, in the amounts set forth in the Note.

(d) Prepayments. The Note shall be subject to prepayment by the City prior to maturity, as specified in the Note. Each prepayment shall be made on such date and in such principal amount as shall be specified by the City in a written notice delivered to the Noteholder not more than fifteen (15) and not less than five (5) days prior to the specified prepayment date.

Section 3.03. Compliance with Section 215.84. The City represents, warrants, and covenants that the Note Rate, as currently calculated in accordance with Section 215.84, Florida Statutes, is in compliance with Section 215.84, Florida Statutes.

Section 3.04. Registration of Transfer; Assignment of Rights of Bank. The City shall keep at the office of the City Clerk in the City's records the registration of the Note and the registration of transfers of the Note as provided in this Agreement. Subject to the restriction set forth in the fourth paragraph of this Section, the transfer of the Note may be registered only upon the books kept for the registration of the Note and registration of transfer thereof upon surrender thereof to the City together with an assignment duly executed by the Bank or its attorney or legal representative in the form of the assignment set forth on the form of the Note attached as Exhibit A to this Agreement; provided, however, that the Note may be transferred

only in whole and not in part. Notwithstanding anything herein to the contrary, the Note may not be transferred in a denomination less than $100,000 under any circumstances.

In the case of any such registration of transfer, the City shall execute and deliver in exchange for the applicable Note a new Note registered in the name of the transferee. In all cases in which Note shall be transferred hereunder, the City shall execute and deliver at the earliest practicable time new Note in accordance with the provisions of this Agreement. The City may make a charge for every such registration of transfer of a Note sufficient to reimburse it for any tax or other governmental charges required to be paid with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted. The Note shall be issued in fully registered form and shall be payable in any coin or currency of the United States.

The registration of transfer of the Note on the registration books of the City shall be deemed to effect a transfer of the rights and obligations of the Bank under this Agreement to the transferee. Thereafter, such transferee shall be deemed to be the Bank under this Agreement and shall be bound by all provisions of this Agreement that are binding upon the Bank. The City and the transferor shall execute and record such instruments and take such other actions as the City and such transferee may reasonably request in order to confirm that such transferee has succeeded to the capacity of Bank under this Agreement and the Note.

In the event any Note is mutilated, lost, stolen, or destroyed, the City shall execute a new Note of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the City, and in the case of any lost, stolen, or destroyed Note, there first shall be furnished to the City evidence of such loss, theft or destruction together with an indemnity satisfactory to it.

Nothing in this Agreement or in the Note shall be construed to prohibit the Bank from granting a participation or participations in the Note to any other bank or banks affiliated with Bank of America, N.A. or any subsidiary thereof. No such bank participant shall, however, be a registered holder of the Note or any portion thereof.

Section 3.05. Ownership of the Note. The person in whose name the Note are registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the Note shall be made only to the registered owner thereof or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon each Note, and interest thereon, to the extent of the sum or sums so paid.

The registered owner of each Note is hereby granted power to transfer absolute title thereof by assignment thereof to a bona fide purchaser for value (present or antecedent) without notice of prior defenses or equities or claims of ownership enforceable against such owner's assignor or any person in the chain of title and before the maturity of each Note;

provided, however, that each Note may be transferred only in whole and not in part and provided further, that no transfer shall be permitted absent the City's (and the Bank's) receipt of a letter in form and substance similar to the one delivered by the Bank pursuant to Section 218.385, Florida Statutes from such proposed transferee. Every prior registered owner of each Note shall be deemed to have waived and renounced all of such owner's equities or rights therein in favor of every such bona fide purchaser, and every such bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby.

Section 3.06. Use of Proceeds of Note Permitted Under Applicable Law. The City represents, warrants and covenants that the proceeds of each Note will be used solely in the manner and to the extent described in Section 3.01 hereof and that such use is permitted by applicable law.

[Remainder of page intentionally left blank]

ARTICLE IV

COVENANTS OF THE CITY

Section 4.01. Performance of Covenants. The City covenants that it will perform faithfully at all times its covenants, undertakings and agreements contained in this Agreement and the Note or in any proceedings of the City relating to the Loan.

Section 4.02. Payment of Note.

(a) The City covenants that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided herein and in the Note, in accordance with the terms thereof. Pursuant to Section 4.03 hereof, the City hereby irrevocably pledges (until repayment) the Designated Revenues as security for the repayment of the Note evidenced thereby, on parity with the 2006 Parity Note.

Notwithstanding anything herein to the contrary, the Note will be junior, inferior and subordinate in all respects to the "Bonds" issued pursuant to the Senior Lien Bond Resolution as to lien on and source of security for payments from the Net Revenues and in all other respects.

(b) The Note will be a special obligation of the City secured solely by the Designated Revenues and is payable from the Designated Revenues and as provided in Section 4.03 hereof, on parity with the 2006 Parity Note. The Note will not constitute a general debt, liability or obligation of the City or the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory provision. Neither the faith and credit nor the taxing power of the City or of the State of Florida or any political subdivision thereof is pledged to the payment of the principal of or interest on the Note and the Noteholder shall never have the right to compel any exercise of any ad valorem taxing power of the City or of the State of Florida or any political subdivision thereof, directly or indirectly to enforce such payment. The Note shall not constitute a lien upon any property of the City except upon the Designated Revenues.

(c) Subject to satisfaction of the requirements in Section 4.02(d) hereof, the City may issue "Additional Bonds" pursuant to the Senior Lien Bond Resolution (the "Priority Bonds"), which Additional Bonds shall have a priority as to the lien on Net Revenues. Subject to satisfaction of the requirements in Section 4.02(e) hereof, the City may (i) incur debt which is secured by a lien on Net Revenues which is on parity and equal status with the Note (a "Parity Note"), and (ii) amend this Agreement, without the consent of the holder of the Note, in such a manner to give effect to such incurrence and parity status; provided, however, the holder of the Note, shall be provided notice of such amendment within 15 days of its effectiveness. Any obligations issued by the City other than the Priority Bonds and Parity Notes shall contain an express statement that such obligations are junior, inferior and subordinate in all respects to the Priority Bonds and the Parity Notes as to lien on and source and security for payment from the

Net Revenues and in all other respects. The City is not precluded from pledging in the future its non-ad valorem revenues or from securing obligations with a covenant to budget and appropriate legally available non-ad valorem revenues. The holder of the Note does not have a prior claim on the non-ad valorem revenues as opposed to claims of general creditors of the City. The covenant to budget and appropriate legally available non-ad valorem revenues described in Section 4.03 hereof is subject in all respects to the prior payment of obligations secured by a pledge of such non-ad valorem revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments).

(d) The City will apply the "pari passi additional Bonds" test of Article III, Section 4.H. of the Senior Lien Bond Resolution in such a way that the "Maximum Annual Debt Service Requirement" includes not only the "Annual Debt Service Requirement" on the "Bonds," but also the debt service on the Note and any Parity Notes (the "Maximum Annual Junior and Senior Debt Service Requirement").

(e) The City will not issue Parity Notes unless Net Revenues, as certified by the Director of Financial Services and as may be adjusted in the manner permitted by Article III, Section 4.H. of the Senior Lien Bond Resolution, will be equal to 100% of the Maximum Annual Junior and Senior Debt Service Requirement (which includes debt service on the Parity Notes proposed to be issued).

Section 4.03. Covenant to Budget and Appropriate. Until the Note is paid or deemed paid pursuant to the provisions of this Agreement, subject to the next paragraph, to the extent that Net Revenues (remaining after making payments required by the Senior Lien Bond Resolution) are insufficient therefore, the City covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from legally available non ad-valorem revenues of the City in each fiscal year of the City not derived from ad valorem taxation and which are lawfully available to pay debt service on the Note, amounts sufficient to pay principal of and interest on the Note as the same shall become due. Such covenant and agreement on the part of the City to budget and appropriate such amounts of legally available non-ad valorem revenues shall be cumulative to the extent not paid, and shall continue until such non-ad valorem revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. No lien upon or pledge of such non-ad valorem revenues shall be in effect until such monies are budgeted and appropriated. The City further acknowledges and agrees that the obligations of the City to include the amount of any deficiency in payments in each of its annual budgets and to pay such deficiencies from legally available non-ad valorem revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Such covenant to budget and appropriate does not create any lien upon or pledge of such non-ad valorem revenues, nor does it preclude the City from pledging in the future its non-ad valorem revenues or from securing obligations with a covenant to budget and appropriate legally available non-ad valorem revenues, nor does it require the City to levy and

collect any particular non-ad valorem revenues, nor does it give the holder of the Note a prior claim on the non-ad valorem revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate legally available non-ad valorem revenues is subject in all respects to the prior payment of obligations secured by a pledge of such non-ad valorem revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Agreement to the contrary notwithstanding, it is understood and agreed that all obligations of the City hereunder shall be payable from the portion of legally available non-ad valorem revenues budgeted and appropriated as provided for hereunder and nothing herein shall be deemed to pledge ad valorem tax revenues, or to permit or constitute a mortgage or lien upon any assets owned by the City and no holder of the Note nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the City. Notwithstanding any provisions of this Agreement or the Note to the contrary, the City shall never be obligated to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any non-ad valorem revenues. Neither this Agreement nor the obligations of the City under this Agreement shall be construed as a pledge of or a lien on all or any non-ad valorem revenues of the City other than the Designated Revenues, but shall be payable solely as provided herein and is subject in all respects to the provisions of Section 166.241, Florida Statutes, and is subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City.

Section 4.04. Tax Covenant. The City covenants to the purchasers of the Note provided for in this Agreement that the City will not make any use of the proceeds of the Note at any time during the respective terms of such Note which, if such use had been reasonably expected on the date the Note were issued, would have caused such Note to be an "arbitrage bond" within the meaning of the Code. The City will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the holders thereof for purposes of federal income taxation.

Section 4.05. Budget and Other Financial Information. The City shall:

(a) Within two hundred seventy (270) days following the end of each Fiscal Year of the City, provide the Noteholder with a copy of the City's audited financial statements for the preceding Fiscal Year specifically breaking out the Designated Revenues; and

(b) Upon request by the Bank, provide the Noteholder with a copy of its resolution adopting its annual budget within thirty (30) days of the adoption of the same, a completed budget book upon the completion of the same, and such other financial information regarding the City as the Noteholder may reasonably request.

Section 4.06. Compliance with Laws and Regulations. The City shall maintain compliance with all federal, state and local laws and regulations while the Note remains outstanding.

Section 4.07. Incorporation of Senior Lien Bond Resolution Covenants; Rate Covenant. All covenants of the City contained in Article III, Sections 4.D., 4.F., 4.J., 4.K., 4.L., 4.M., 4.N., 4.O., 4.P. and 4.Q. in the Senior Lien Bond Resolution are incorporated herein by reference to the same extent as if set forth verbatim herein and constitutes a part of this Agreement, and the City agrees that it will comply therewith. The City will apply the rate covenant in Article III, Section 4.B. of the Senior Lien Bond Resolution in such a way that Net Revenues are required to cover not only the items set forth therein, but also 100% of the debt service on the Note, the 2006 Parity Note and any Parity Notes hereafter issued, in the relevant fiscal year.

Section 4.08. Application of Proceeds of Note. At the time of delivery of the Note herein authorized, proceeds from the sale of the Note shall be used to advance refund the Refunded Bonds and to fund associated costs of issuance (including but not limited to legal and financial advisory fees and expenses).

[Remainder of page intentionally left blank]

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default. Each of the following is hereby declared an "Event of Default:"

(a) payment of the principal of the Note shall not be made when the same shall become due and payable; or

(b) payment of any installment of interest on the Note shall not be made when the same shall become due and payable; or

(c) the City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Note or in this Agreement and such default shall continue for thirty (30) days after written notice shall have been given to the City by the Noteholder specifying such default and requiring the same to be remedied; provided, however, that if, in the reasonable judgment of the Noteholder, the City shall proceed to take such curative action which, if begun and prosecuted with due diligence, cannot be completed within a period of thirty (30) days, then such period shall be increased to such extent as shall be necessary to enable the City to diligently complete such curative action; or

(d) any representation or warranty of the City contained in this Agreement or in any certificate or other closing document executed and delivered by the City in connection with the closing of this Loan shall prove to have been untrue in any material respect when executed and delivered, thereby adversely impairing the security for the Note; or

(e) any proceedings are instituted with the consent or acquiescence of the City, for the purpose of effecting a compromise between the City and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereinafter enacted; or

(f) the City admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors, declares a financial emergency or consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(g) the City is adjudged insolvent by a court of competent jurisdiction or is adjudged bankrupt on a petition of bankruptcy filed against the City, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the City, a receiver or trustee of the City or of the whole or any part of its property and any of the aforesaid

adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof; or

(h) if, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control.

Section 5.02. Exercise of Remedies. Upon the occurrence and during the continuance of an Event of Default, a Noteholder may proceed to protect and enforce its rights under the laws of the State of Florida or under this Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as a Noteholder shall deem most effective to protect and enforce such rights. Without limiting the generality of the foregoing, the Noteholder shall have the right to bring a mandamus action to require the City to perform its obligations under Article IV of this Agreement.

In the enforcement of any remedy under this Agreement, to the extent permitted by law, a Noteholder shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due from the City for principal, interest or otherwise under any of the provisions of this Agreement or of a Note then unpaid, within interest on overdue payments of principal and interest (to the extent permitted by law) at the Default Rate, together with any and all costs and expenses of collection and of all proceedings hereunder and under the Note (including, without limitation, reasonable legal fees in all proceedings, including administrative, appellate and bankruptcy proceedings), but payable from the Designated Revenues, without prejudice to any other right or remedy of the Noteholder, and to recover and enforce any judgment or decree against the City, but solely as provided herein and in a Note, for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect (but from the Designated Revenues) in any manner provided by law, the monies adjudged or decreed to be payable.

Section 5.03. Remedies Not Exclusive. No remedy herein conferred upon or reserved to a Noteholder is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

Section 5.04. Waivers, Etc. No delay or omission of a Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Agreement to a Noteholder may be exercised from time to time and as often as may be deemed expedient.

A Noteholder may waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any other remedy under this Agreement, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

[Remainder of page intentionally left blank]

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. Covenants of City, Etc.; Successors. All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Section 6.02. Term of Agreement. This Agreement shall be in full force and effect from the date hereof until the Note and all other sums payable to the Bank hereunder have been paid in full and shall survive the termination of this Agreement in relation to those provisions that deal with retroactive cost increases for the Bank in relation to the tax exempt status of the Note.

Section 6.03. Notice of Changes in Fact. Promptly after the City becomes aware of the same, the City will notify the Bank of (a) any changes in any material fact or circumstance represented or warranted by the City in this Agreement or in connection with the issuance of the Note, and (b) any default under this Agreement, specifying in each case the nature thereof and what action the City has taken, is taking and/or proposes to take with respect thereto.

Section 6.04. Amendments and Supplements. Subject to 4.02(c) hereof, this Agreement may be amended or supplemented from time to time only by a writing duly executed by each of the City and the Noteholder.

Section 6.05. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the City or the Bank, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by certified mail, return receipt requested:

(a) As to the City:

City of Stuart, Florida
121 S.W. Flagler Avenue
Stuart, Florida 34994
Attention: Financial Services Director

(b) As to the Bank:

Bank of America, N.A.
4501 Tamiami Trail North, Suite 400
Naples, Florida 34103

Either party may, by notice sent to the other, designate a different or additional address to which notices under this Agreement are to be sent.

Section 6.06. Benefits Exclusive. Except as herein otherwise provided, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the City and the Noteholder, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the City and the Noteholder.

Section 6.07. Severability. In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of a Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or a Note, but this Agreement, any amendment or supplement hereto and a Note shall be construed and enforced at the time as if such illegal or invalid provisions had not been contained therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time. In case any covenant, stipulation, obligation or agreement contained in a Note or in this Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent from time to time permitted by law.

Section 6.08. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Note or the date fixed for prepayment of the Note shall be a Saturday, Sunday or a day on which the Bank is required, or authorized or not prohibited, by law (including executive orders) to close and is closed, then payment of such interest or principal shall be made on the next succeeding day on which the Bank is open for business with the same force and effect as if paid on the date of maturity or the date fixed for prepayment, and no interest on any such principal amount shall accrue for the period after such date of maturity or such date fixed for prepayment.

Section 6.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 6.10. Applicable Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida.

Section 6.11. No Personal Liability. Notwithstanding anything to the contrary contained herein or in a Note, or in any other instrument or document executed by or on behalf of the City in connection herewith, no stipulation, covenant, agreement or obligation of any present or future member of the City Commission, officer, employee or agent of the City, officer, employee or agent of a successor to the City, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on any Note or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the City or any successor to the City, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

Section 6.12. Defeasance. If at any time the City shall have paid, or have made provision for the payment of, the principal and interest on a Note which is subject to a prepayment penalty pursuant to the Note and may not be immediately prepayable, then, in that event, the pledge of and lien on the Designated Revenues and on the other moneys created hereunder and the covenant to budget and appropriate legally available non-ad valorem revenues of the City in favor of the Noteholder shall no longer be in effect with respect to that Note. For purposes of the preceding sentence, the deposit of cash or Federal Securities in irrevocable trust with a banking institution or trust company, for the sole benefit of the Noteholder, in an aggregate principal amount which, together with interest to accrue thereon, will be sufficient to make timely payment of the principal of and interest to accrue thereon shall be considered "provision for the payment." Nothing herein shall be deemed to require the City to repay the outstanding Note prior to maturity or to impair the City's discretion in determining whether or not to exercise any option for prepayment. If the conditions set forth in this Section 6.12 have been satisfied, all moneys held in any fund or account created hereby that are in excess of the amounts required to pay or make provision for payment of the principal and interest on the Note may be withdrawn and used by the City for any lawful purpose.

Section 6.13. Arbitration and Waiver of Jury Trial. (a) This Section 6.13 concerns the resolution of any controversies or claims between the parties, whether arising in contract, tort or by statute, that arise out of or relate to: (i) this Agreement (including any renewals, extensions or modifications); or (ii) the Note (collectively a "Claim"). For the purposes of this arbitration provision only, the term "parties" shall include any parent corporation, subsidiary or affiliate of the Noteholder involved in the servicing, management or administration of any obligation described or evidenced by this Agreement.

(b) At the request of any party to this Agreement, any Claim shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code) (the "Arbitration Act"). The Arbitration Act will apply even though this Agreement provides that it is governed by the law of a specified state. The arbitration will take place on an individual basis without resort to any form of class action.

(c) Arbitration proceedings will be determined in accordance with the Arbitration Act, the then-current rules and procedures for the arbitration of financial services disputes of the American Arbitration Association or any successor thereof ("AAA"), and the terms of this Section. In the event of any inconsistency, the terms of this paragraph shall control. If AAA is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this arbitration clause, any party to this Agreement may substitute another arbitration organization with similar procedures to serve as the provider of arbitration.

(d) The arbitration shall be administered by AAA and conducted in Stuart, Florida. All Claims shall be determined by one arbitrator; however, if Claims exceed Five Million Dollars ($5,000,000), upon the request of any party, the Claims shall be decided by three arbitrators. All arbitration hearings shall commence within ninety (90) days of the demand for arbitration and close within ninety (90) days of commencement and the award of the arbitrator(s) shall be issued within thirty (30) days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional sixty (60) days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed, judgment entered and enforced.

(e) The arbitrator(s) will give effect to statutes of limitation in determining any Claim and may dismiss the arbitration on the basis that the Claim is barred. For purposes of the application of the statute of limitations, the service on AAA under applicable AAA rules of a notice of Claim is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is arbitrable shall be determined by the arbitrator(s). The arbitrator(s) shall have the power to award legal fees pursuant to the terms of this Agreement.

(f) This Section does not limit the right of any party to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights, or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies.

(g) The filing of a court action is not intended to constitute a waiver of the right of any party, including the suing party, thereafter to require submittal of the Claim to arbitration.

(h) By agreeing to binding arbitration, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any Claim. Furthermore, without intending in any way to limit this agreement to arbitrate, to the extent any Claim is not arbitrated,

the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of such Claim. This provision is a material inducement for the parties entering into this Agreement.

Section 6.14. Incorporation by Reference. All of the terms and obligations of the Resolution and the Exhibits hereto are hereby incorporated herein by reference as if all of the foregoing were fully set forth in this Agreement. All recitals appearing at the beginning of this Agreement are hereby incorporated herein by reference.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

CITY OF STUART, FLORIDA

(SEAL)

By: _____
Name: Mary L. Hutchinson
Title: Mayor

By: _____
Name: Dan Hudson
Title: City Manager

Cheryl A. White
City Clerk

ATTESTED AND COUNTERSIGNED:

By: _____
Name: Mary Nash
Title: Deputy City Clerk of the City of Stuart, Florida

APPROVED AS TO FORM AND LEGALITY:

By: _____
Name: Paul J. Nicoletti
Title: City Attorney

BANK OF AMERICA, N.A.

By: _____
Name: Holly Kuhlman
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

CITY OF STUART, FLORIDA

(SEAL)

By:_____
Name: Mary L. Hutchinson
Title: Mayor

By:_____
Name: Dan Hudson
Title: City Manager

ATTESTED AND COUNTERSIGNED:

By:_____
Name: Mary Nash
Title: Deputy City Clerk of the City of Stuart, Florida

APPROVED AS TO FORM AND LEGALITY:

By:_____
Name: Paul J. Nicoletti
Title: City Attorney

BANK OF AMERICA, N.A.

By:_____
Name: Holly Kuhlman
Title: Vice President

EXHIBIT A

FORM OF NOTE

CITY OF STUART, FLORIDA
SUBORDINATE LIEN PUBLIC UTILITIES
REVENUE REFUNDING NOTE, SERIES 2007

Principal Sum	Maturity Date	Date of Issuance	Note Rate
$7,142,000	October 1, 2028	February 6, 2007	4.05%

The CITY OF STUART, FLORIDA (the "City"), for value received, hereby promises to pay, solely from the Designated Revenues and certain funds and accounts described in the within mentioned Agreement, to the order of BANK OF AMERICA, N.A., a national banking association, or its assigns (the "Holder"), at 4501 Tamiami Trail North, Suite 400, Naples, Florida, or at such other place as the Holder may from time to time designate in writing, the Principal Sum stated above pursuant to that certain Loan Agreement by and between the Holder and the City, dated as of February 6, 2007 (the "Agreement"), together with interest thereon as hereinafter provided until the Maturity Date stated above or the date the principal amount of this Note is paid in the manner hereinafter set forth in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, which payments shall be made to the Holder hereof by check mailed to the Holder at the address designated in writing by the Holder for purposes of payment or by bank wire or bank transfer as such Holder may specify in writing to the City or otherwise as the City and the Holder may agree.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

This Note shall bear interest at 4.05% (the "Note Rate"). The Note Rate may be adjusted as described below.

The principal of and interest on this Note may be prepaid at the option of the City in whole or in part at any time. In the event that the City shall make any optional prepayment, then the City will pay to the Holder, if a positive number, a prepayment premium equal to the amount determined by the Holder to be the amount equal to (x) the present value as of the prepayment date of the payments of principal and interest that would have been received with respect to the portion of this Note being prepaid using a discount rate as of the prepayment date with such discount rate being the ask yield on the non-callable U.S. Treasury obligation having a maturity closest to but not after the scheduled maturity date of this Note, as reported in *The Wall Street Journal* on the date two Business Days before the prepayment date minus (y)

the present value as of the prepayment date of the payments of principal and interest that would have been received with respect to the portion of this Note being prepaid using a discount rate of 4.05%. Any such determination by the Holder shall be conclusive, absent a manifest error in computation. All prepayments of principal shall be applied in the inverse order of maturity, or in such other order as the Holder shall determine in its sole discretion. Each prepayment of this Note shall be made on such date and in such principal amount as shall be specified by the City in a written notice delivered to the Holder not less than five (5) days prior thereto.

The Holder shall provide to the City such documentation to evidence any adjustment to the Note Rate and the calculations made in connection therewith. Following the occurrence and during the continuance of any Event of Default, this Note shall bear interest at the Default Rate, as defined in the Agreement. Interest on this Note shall be computed on an actual/360 day basis.

The repayment schedule of principal is set forth in Schedule I attached hereto and made a part hereof.

Upon the occurrence of a Determination of Taxability (defined to mean interest on this Note is determined or declared, by the Internal Revenue Service or a court of competent jurisdiction to be included in the gross income of the Holder for federal income tax purposes under the Code), the interest rate on this Note shall be adjusted to a rate equal to 154% of the interest rate otherwise borne hereby (the "Adjusted Interest Rate"), as of and from the date such determination would be applicable with respect to this Note (the "Accrual Date"); and (i) the City shall on the next interest payment date (or if this Note shall have matured, within thirty days after demand) pay to the Holder, or any former Holder, as may be appropriately allocated, an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on this Note at the Adjusted Interest Rate from the Accrual Date to such interest payment date, and (B) the actual interest paid by the City on this Note from the Accrual Date to such interest payment date, and (2) any interest and penalties required to be paid as a result of any additional State of Florida and federal income taxes imposed upon such Holder and/or former Holder arising as a result of such Determination of Taxability; and (ii) from and after the Accrual Date, this Note shall continue to bear interest at the Adjusted Interest Rate for the period such determination continues to be applicable with respect to this Note. This adjustment shall survive payment of this Note until such time as the federal statute of limitations under which the interest on this Note could be declared taxable under the Code shall have expired.

All payments made by the City hereon shall apply first to accrued interest, then to other charges due the Holder, and the balance thereof shall apply to the principal amount then due on this Note.

This Note is authorized to be issued in the outstanding aggregate principal amount equal to the Principal Sum under the authority of and in full compliance with the Constitution

and statutes of the State of Florida, including, particularly, Chapter 166, Florida Statutes, as amended and supplemented, the Charter of the City and any other applicable provisions of law (all of the foregoing, collectively, the "Act"), and Resolution No. 163-94, adopted by the City Commission of the City on December 8, 1994, as amended and supplemented from time to time, and as particularly amended by Resolution No. 150-03 adopted by the City Commission of the City on July 21, 2003 (collectively, the "Senior Lien Bond Resolution"), and Resolution No. 22-07, adopted by the City Commission of the City on January 29, 2007 (the "Junior Lien Note Resolution"), and is subject to all terms and conditions of the Senior Lien Bond Resolution, the Junior Lien Note Resolution and the Agreement. Notwithstanding anything herein or in the Agreement to the contrary, this Note will be junior, inferior and subordinate in all respects to the "Bonds" issued pursuant to the Senior Lien Bond Resolution as to lien on and source of security for payments from the Net Revenues and in all other respects.

THIS NOTE, WHEN DELIVERED BY THE CITY PURSUANT TO THE TERMS OF THE AGREEMENT AND THE JUNIOR LIEN NOTE RESOLUTION, SHALL NOT BE OR CONSTITUTE AN INDEBTEDNESS OF THE CITY OR THE STATE OF FLORIDA (THE "STATE"), WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATIONS OF INDEBTEDNESS, BUT SHALL BE PAYABLE SOLELY FROM THE DESIGNATED REVENUES, AS PROVIDED IN THE AGREEMENT AND THE JUNIOR LIEN NOTE RESOLUTION. THE HOLDER SHALL NEVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE CITY OR THE STATE, OR TAXATION IN ANY FORM OF ANY PROPERTY THEREIN TO PAY THIS NOTE OR THE INTEREST THEREON.

Notwithstanding anything herein to the contrary, this Note may not be transferred in a denomination less than $100,000 under any circumstances.

The City hereby waives presentment, demand, protest and notice of dishonor. This Note is governed and controlled by the Agreement and reference is hereby made thereto regarding interest rate adjustments and other matters.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City has caused this Note to be signed by its Mayor, on behalf of the City Commission, either manually or with facsimile signature, and the seal of the City to be affixed hereto or imprinted or reproduced hereon, and attested by the Deputy City Clerk of the City, either manually or with facsimile signature, and this Note to be dated the Date of Issuance set forth above.

CITY OF STUART, FLORIDA

(SEAL)

By:_____
Name: Mary L. Hutchinson
Title: Mayor

By:_____
Name: Dan Hudson
Title: City Manager

ATTESTED AND COUNTERSIGNED:

By:_____
Name: Mary Nash
Title: Deputy City Clerk of the City of Stuart, Florida

APPROVED AS TO FORM AND LEGALITY:

By:_____
Name: Paul J. Nicoletti
Title: City Attorney

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____ (please print or typewrite name, address and tax identification number of assignee) _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Name of Noteholder:_____
By:_____

Schedule I

Interest shall be payable to the Bank on each April 1 and October 1, commencing on April 1, 2007.

Principal on this Note shall amortize on October 1 of the following years:

Year	Principal Amortization
2008	$ 22,000
2009	23,000
2010	24,000
2011	25,000
2012	25,000
2013	27,000
2014	28,000
2015	29,000
2016	30,000
2017	32,000
2018	498,000
2019	524,000
2020	544,000
2021	565,000
2022	584,000
2023	8,000
2024	8,000
2025	974,000
2026	1,017,000
2027	1,054,000
2028	1,101,000

A final payment in the amount of the entire unpaid principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date.

EXHIBIT B

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, dated as of February 6, 2007, by and between the CITY OF STUART, FLORIDA (the "Issuer"), a municipal corporation validly organized and existing under and by virtue of the laws of the State of Florida, and U.S. BANK NATIONAL ASSOCIATION, Orlando, Florida, a national banking association organized under the laws of the United States, as Escrow Agent, and its successors and assigns (the "Escrow Agent");

WITNESSETH:

WHEREAS, the Issuer has previously authorized and issued its Refunded Bonds as hereinafter described, and has determined to refund the Refunded Bonds as to which the Total Debt Service for the Refunded Bonds is set forth on Schedule A; and

WHEREAS, the Issuer has determined to provide for payment of the Total Debt Service for the Refunded Bonds by depositing with the Escrow Agent an amount which, together with investment earnings thereon, is at least equal to such Total Debt Service for the Refunded Bonds; and

WHEREAS, in order to obtain certain of the funds needed for such purpose, the Issuer has authorized and is, concurrently with the delivery of this Agreement, issuing its Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007; and

WHEREAS, the execution of this Escrow Deposit Agreement and full performance of the provisions hereof shall defease and discharge the Issuer's obligations relating to the Refunded Bonds;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Issuer and the Escrow Agent agree as follows:

SECTION 1. Definitions. As used herein, the following terms mean:

(a) "Agreement" means this Escrow Deposit Agreement.

(b) "Annual Debt Service" means the principal, interest and redemption premium, if applicable, on the Refunded Bonds coming due in a particular year as shown on Schedule A attached hereto and made a part hereof.

(c) "Bonds" means the $7,142,000 City of Stuart, Florida, Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007, issued under the Senior Lien Bond Resolution.

(d) "Escrow Account" means the account hereby created and entitled Escrow Account established and held by the Escrow Agent pursuant to this Agreement in which cash

and investments will be held for payment of the principal or value at maturity, as the case may be, interest, if applicable, and redemption premium, if applicable, on the Refunded Bonds as they come due.

(e) "Escrow Agent" means U.S. Bank National Association, having its principal corporate trust office in Orlando, Florida and its successors and assigns organized and existing under the laws of the United States of America, having its designated corporate trust office in Orlando, Florida, as escrow agent hereunder.

(f) "Federal Securities" means Defeasance Obligations as such term is defined in the Senior Lien Bond Resolution. The term "Federal Securities" shall not include money market funds or mutual funds invested in obligations described in this definition.

(g) "Issuer" means the City of Stuart, Florida.

(h) "Refunded Bonds" means the City of Stuart, Florida Public Utilities Revenue Refunding and Improvement Bonds, Series 2003 which mature on October 1, 2020, October 1, 2022 and October 1, 2028.

(i) "Senior Lien Bond Resolution" means Resolution No. 163-94 adopted by the City Commission of the Issuer on December 8, 1994, as amended and supplemented from time to time and as particularly amended by Resolution No. 150-03 adopted by the City Commission of the City on July 21, 2003.

(j) "Total Debt Service for the Refunded Bonds" means, as of any date, the sum of the principal, interest and redemption premium, if applicable, remaining unpaid with respect to the Refunded Bonds in accordance with Schedule A attached hereto.

SECTION 2. Deposit of Funds. The Issuer hereby deposits $7,221,938.25 with the Escrow Agent for deposit into the Escrow Account, in immediately available funds, which funds the Escrow Agent acknowledges receipt of, to be held in irrevocable escrow by the Escrow Agent separate and apart from other funds of the Escrow Agent and applied solely as provided in this Agreement. $7,109,007.00 of such funds are being derived from proceeds of the Bonds. $112,931.25 of such funds are being derived from funds and accounts held for the benefit of the holders of the Refunded Bonds. The Issuer represents that the Federal Securities, the interest thereon, and the cash therein, taking into account all of the reinvestment instructions herein, (i) are at least equal to the Total Debt Service for the Refunded Bonds as of the date of such deposit, and (ii) are sufficient to pay principal, interest and redemption premium, if applicable, on the Refunded Bonds as they become due and payable in accordance with Schedule A attached hereto.

SECTION 3. Use and Investment of Funds. The Escrow Agent acknowledges receipt of the sums described in Section 2 and agrees:

(a) to hold the funds and investments purchased pursuant to this Agreement in irrevocable escrow during the term of this Agreement for the sole benefit of the holders of the Refunded Bonds;

(b) to immediately invest $7,221,937 of such funds in the Federal Securities set forth on Schedule B attached hereto and to hold such securities and $1.25 of such funds derived from proceeds of the Bonds in cash in accordance with the terms of this Agreement;

(c) to invest on the future dates set forth on Schedule C attached hereto the amounts set forth on Schedule C in the Federal Securities set forth on Schedule C, and to hold such securities in accordance with the terms of this Agreement;

(d) in the event the securities described on Schedule B and Schedule C cannot be purchased, substitute securities may be purchased with the consent of the Issuer but only upon receipt of verification from an independent certified public accountant that the Federal Securities, the interest thereon, and the cash deposited in the Escrow Account will not be less than the Total Debt Service for the Refunded Bonds, and only upon receipt of an opinion of Bryant Miller Olive P.A. that (i) such securities constitute Federal Securities for purposes of this Agreement, and (ii) such substitution shall not affect the tax-exempt status of interest on the Bonds or the Refunded Bonds; and

(e) there will be no investment of funds except as set forth in this Section 3 and except as set forth in Section 5.

SECTION 4. Payment of Bonds and Expenses.

(a) Refunded Bonds. On the dates and in the amounts set forth on Schedule A, the Escrow Agent shall transfer to U.S. Bank National Association, as successor to SunTrust Bank, Orlando, Florida, or its successors or assigns, the paying agent for the Refunded Bonds (the "Paying Agent"), in immediately available funds solely from amounts available in the Escrow Account, a sum sufficient to pay that portion of the Annual Debt Service for the Refunded Bonds coming due on such dates, as shown on Schedule A.

(b) Expenses. A one-time fee of $3,500 is due the Escrow Agent for its services hereunder.

(c) Surplus. After making the payments from the Escrow Account described in Subsections 4(a) and (b) above, the Escrow Agent shall retain in the Escrow Account any remaining cash in the Escrow Account in excess of the Total Debt Service for the Refunded Bonds until the termination of this Agreement pursuant to the terms of Section 13 hereof, and shall then pay any remaining funds to the Issuer to be used for any lawful purpose.

(d) Priority of Payments. The holders of the Refunded Bonds shall have an express first priority security interest in the funds and Federal Securities in the Escrow Account until such funds and Federal Securities are used and applied as provided in this Agreement as shown on Schedule A.

SECTION 5. Reinvestment. (a) Except as provided in Section 3 and in this Section, the Escrow Agent shall have no power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of or make substitutions of the Federal Securities held hereunder.

(b) At the written request of the Issuer and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer or otherwise dispose of any of the Federal Securities acquired hereunder and shall substitute other Federal Securities and reinvest any excess receipts in Federal Securities. The Issuer will not request the Escrow Agent to exercise any of the powers described in the preceding sentence in any manner which will cause interest on the Bonds to be included in the gross income of the holders thereof for purposes of federal income taxation. Except as provided in Section 3 hereof, the transactions may be effected only if (i) an independent certified public accountant selected by the Issuer shall certify or opine in writing to the Issuer and the Escrow Agent that Federal Securities, interest thereon, and cash remaining on hand after the transactions are completed will, assuming no reinvestment earnings, be not less than the Total Debt Service for the Refunded Bonds, and that reinvestment in such Federal Securities will not postpone the anticipated transfer of moneys from the Escrow Account to the Paying Agent pursuant to Section 4(a) hereof, and (ii) the Escrow Agent shall receive an opinion from a nationally recognized bond counsel acceptable to the Issuer to the effect that the transactions, in and by themselves, will not cause interest on such Bonds or the Refunded Bonds to be included in the gross income of the holders thereof for purposes of federal income taxation and such substitution is in compliance with this Agreement. Subsection 4(c) above notwithstanding, cash in excess of the Total Debt Service for the Refunded Bonds caused by substitution of Federal Securities shall, as soon as practical, be paid to the Issuer. Notwithstanding any provision of this Agreement to the contrary, no forward purchase agreement relating to the future reinvestment of cash held hereunder shall be executed unless the following condition is met: to the extent either Moody's Investors Service, Inc., Fitch Ratings, Inc. and/or Standard & Poor's Ratings Services have an outstanding rating on the Refunded Bonds, at least one of such rating agencies must give written confirmation that it will not lower or withdraw the rating as a result of the Issuer's execution of such forward purchase agreement. In the event of any inconsistency between the terms and conditions of such forward purchase agreement and this Agreement, the terms and conditions of this Agreement shall control.

SECTION 6. Redemption; Notice. (a) The Issuer shall not accelerate or defer the maturity or redemption of any Refunded Bonds so as to modify the debt service set forth on Schedule A attached hereto.

(b) Subject to the execution and delivery of the Note for the purpose of advance refunding the Refunded Bonds, the City hereby determines that the Refunded Bonds shall be called for redemption on October 1, 2013 (the "Redemption Date") at a redemption premium of 100% of the principal amount to be redeemed.

(c) Subject to the execution and delivery of the Note for the purpose of advance refunding the Refunded Bonds, the City hereby directs U.S. Bank National Association, as successor to SunTrust Bank, as Registrar and Paying Agent for such Refunded Bonds, to prepare a notice of such redemption.

The notice of redemption of the Refunded Bonds shall be mailed, postage prepaid, by the Registrar not less than thirty (30) days before the date fixed for redemption to the registered owners of any Refunded Bonds which are to be redeemed, at their addresses as they appear fifteen (15) days prior to the date such notice is mailed on the registration books of the City kept by the Registrar.

The Registrar also shall mail (by certified mail, return receipt requested) a copy of such notice for receipt not less than the second Business Day prior to the date notice of redemption is mailed to the holders of the Refunded Bonds to the following: The Depository Trust Company, 711 Stewart Avenue, Garden City, New York 11530; Midwest Securities Trust Company, Capital Structures - Call Notification, 440 South LaSalle Street, Chicago, Illinois 60605; Philadelphia Depository Trust Company, Reorganization Division, 1900 Market Street, Philadelphia, Pennsylvania 19103; Attention: Bond Department (or the most current addresses of such depositories); provided, however, that such mailing shall not be a condition precedent to such redemption and failure to mail any such notice shall not affect the validity of any proceedings for the redemption of the Refunded Bonds. The Registrar shall also provide notice, at the same time notice of redemption is given to the Refunded Bondholders, to Kenny Information Systems Notification Service, 65 Broadway, 16th Floor, New York, New York 10006, and Standard & Poor's Called Bond Record, 25 Broadway, New York, New York 10004 (or the most current addresses of such information repositories); provided, however, that such mailing shall not be a condition precedent to such redemption and failure to mail any such notice shall affect the validity of any proceedings for the redemption of the Refunded Bonds.

A second notice of redemption shall be given within sixty (60) days after the redemption date in the manner required above to the registered owners of redeemed Refunded Bonds which have not been presented for payment on or before the date of such notice.

Such notice of redemption shall set forth (i) the date fixed for redemption, (ii) the redemption price to be paid, (iii) that such Refunded Bonds will be redeemed at the designated corporate trust office of the Paying Agent, and the name, address and telephone number of a contact person, (iv) if less than all of the Refunded Bonds shall be called for redemption, the distinctive numbers, letters and CUSIP identification numbers, if any, of such Refunded Bonds to be redeemed, and (v) any other information the City or the Registrar deems relevant. Such

notice shall state that interest shall cease to accrue on any of the Refunded Bonds duly called for prior redemption if payment of the redemption price has been duly made or provided for.

SECTION 7. Indemnity. To the extent permitted by law and without waiving sovereign immunity, the Issuer hereby assumes liability for, and hereby agrees to indemnify, protect, save and keep harmless, the Escrow Agent and its respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against at any time, the Escrow Agent (whether or not also indemnified against the same by the Issuer or any other person under any other agreement or instrument) which relates to or arises out of the execution and delivery of this Agreement, the establishment of the Escrow Account established hereunder, the acceptance of the funds and securities deposited therein, the purchase of the Federal Securities, the retention of the Federal Securities or the proceeds thereof and any payment, transfer or other application of funds or securities by the Escrow Agent in accordance with the provisions of this Agreement; provided, however, that the Issuer shall not be required to indemnify the Escrow Agent beyond the limits of sovereign immunity against its own negligence or willful misconduct or that of a third party. In no event shall the Issuer be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Agreement. The Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Total Debt Service for the Refunded Bonds. Furthermore, the Escrow Agent shall not be liable for the accuracy of the calculation as to the sufficiency of moneys and the principal amount of Federal Securities and the earnings thereon to pay the Total Debt Service for the Refunded Bonds.

SECTION 8. Responsibilities of Escrow Agent. The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Account, the acceptance of the funds deposited therein, the purchase of the Federal Securities, the retention of the Federal Securities or the proceeds thereof or for any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent or non-willful act, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be responsible for its negligent or willful failure to comply with its duties required hereunder, and its negligent or willful acts, omissions or errors hereunder (including full reimbursement to the Issuer of any rebate liability of the Issuer (including interest and penalties thereon) which derive from any failure to make future reinvestments pursuant to Section 3(c) hereof). The duties and obligations of the Escrow Agent may be determined by the express provisions of this Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the Issuer, at the Issuer's expense, and in reliance upon the opinion of such counsel, shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance

therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Issuer.

SECTION 9. Resignation of Escrow Agent. The Escrow Agent may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the Issuer, any rating agency then providing a rating on either the Refunded Bonds or the Bonds, and the Paying Agent for the Refunded Bonds not less than sixty (60) days before such resignation shall take effect. Such resignation shall not take effect until the appointment of a new Escrow Agent hereunder.

SECTION 10. Removal of Escrow Agent.

(a) The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than fifty-one percentum (51%) in aggregate principal amount of the Refunded Bonds then outstanding, such instruments to be filed with the Issuer, and notice in writing given by such holders to the original purchaser or purchasers of the Bonds and published by the Issuer once in a newspaper of general circulation in the territorial limits of the Issuer, and in a daily newspaper or financial journal of general circulation in the City of New York, New York, not less than sixty (60) days before such removal is to take effect as stated in said instrument or instruments. A photographic copy of any instrument filed with the Issuer under the provisions of this paragraph shall be delivered by the Issuer to the Escrow Agent.

(b) The Escrow Agent may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Agent by any court of competent jurisdiction upon the application of the Issuer or the holders of not less than five percentum (5%) in aggregate principal amount of the Bonds then outstanding, or the holders of not less than five percentum (5%) in aggregate principal amount of the Refunded Bonds then outstanding.

(c) The Escrow Agent may not be removed until a successor Escrow Agent has been appointed in the manner set forth herein.

SECTION 11. Successor Escrow Agent.

(a) If, at any time hereafter, the Escrow Agent shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Agent shall thereupon become vacant. If the position of Escrow Agent shall become vacant for any of the foregoing reasons or for any other reason, the Issuer shall immediately appoint an Escrow Agent to fill such vacancy and,

upon such appointment, all assets held hereunder shall be transferred to such successor. The Issuer shall either (i) publish notice of any such appointment made by it once in each week for four (4) successive weeks in a newspaper of general circulation published in the territorial limits of the Issuer and in a daily newspaper or financial journal of general circulation in the City of New York, New York, or (ii) mail a notice of any such appointment made by it to the holders of the Refunded Bonds within thirty (30) days after such appointment.

(b) At any time within one year after such vacancy shall have occurred, the holders of a majority in principal amount of the Bonds then outstanding or a majority in principal amount of the Refunded Bonds then outstanding, by an instrument or concurrent instruments in writing, executed by either group of such bondholders and filed with the governing body of the Issuer, may appoint a successor Escrow Agent, which shall supersede any Escrow Agent theretofore appointed by the Issuer. Photographic copies of each such instrument shall be delivered promptly by the Issuer, to the predecessor Escrow Agent and to the Escrow Agent so appointed by the Bondholders. In the case of conflicting appointments made by the Bondholders under this paragraph, the first effective appointment made during the one year period shall govern.

(c) If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this Section, the holder of any Refunded Bonds then outstanding, or any retiring Escrow Agent, may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Agent.

(d) Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Escrow Agent hereunder and vested with all the trust, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any parties hereto, anything herein to the contrary notwithstanding, provided such successor shall have reported total capital and surplus in excess of $500,000,000, provided that such successor Escrow Agent assumes in writing all the trust, duties and responsibilities of the Escrow Agent hereunder.

SECTION 12. Payment to Escrow Agent. The Escrow Agent shall not be compensated from amounts on deposit in the Escrow Account and the Escrow Agent shall have no lien or claim against funds in the Escrow Account for any payment of obligations due it from the Issuer.

SECTION 13. Term. This Agreement shall commence upon its execution and delivery and shall terminate when the Refunded Bonds have been paid and discharged in accordance with the proceedings authorizing the Refunded Bonds, except as provided in Section 7.

SECTION 14. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, notice of such event shall be sent to the municipal bond insurer(s) for the Refunded Bonds, if any, as well as Moody's Investors Service, Inc., Fitch Ratings, Inc., and Standard & Poor's Ratings Services (but only to the extent such agencies have a rating outstanding on any of the Refunded Bonds), and while such covenant or agreements herein contained shall be null and void, they shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 15. Amendments to this Agreement. This Agreement is made for the benefit of the Issuer and the holders from time to time of the Refunded Bonds and the Bonds and it shall not be repealed, revoked, altered or amended in whole or in part without the written consent of all holders of Refunded Bonds, the Escrow Agent and the Issuer; provided, however, that the Issuer and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to, or confer upon, the Escrow Agent, for the benefit of the holders of the Bonds and the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall, at its option, be entitled to request, at the Issuer's expense, and rely exclusively upon an opinion of nationally recognized attorneys on the subject of municipal bonds acceptable to the Issuer with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section. Prior written notice of such amendments, together with proposed copies of such amendments, shall be provided to Moody's Investors Service, Fitch Ratings, Inc., and Standard & Poor's Ratings Services (but only to the extent such agencies have a rating outstanding on any of the Refunded Bonds).

SECTION 16. Interpleader. The Issuer and the Escrow Agent agree that the Escrow Agent may seek adjudication of any adverse claim, demand, or controversy over its persons as well as funds on deposit, waive personal service of any process, and agree that service of

process by certified or registered mail, return receipt requested, to the City of Stuart, Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, Attn: Financial Services Director, shall constitute adequate service. The Issuer and the Escrow Agent further agree that the Escrow Agent has the right to file a Bill of Interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

SECTION 17. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Remainder of page intentionally left blank]

SECTION 18. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

(SEAL)

Cheryl A. White
City Clerk

CITY OF STUART, FLORIDA

By:_____
Name: Mary L. Hutchinson
Title: Mayor

By:_____
Name: Dan Hudson
Title: City Manager

ATTESTED AND COUNTERSIGNED:

By:_____
Name: Mary Nash
Title: Deputy City Clerk of the City of Stuart, Florida

APPROVED AS TO FORM AND LEGALITY:

By:_____
Name: Paul J. Nicoletti
Title: City Attorney

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent

By:_____
Name: Paula L. Wingo
Title: Assistant Vice President

SECTION 18. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

CITY OF STUART, FLORIDA

(SEAL)

By:_____
Name: Mary L. Hutchinson
Title: Mayor

By:_____
Name: Dan Hudson
Title: City Manager

ATTESTED AND COUNTERSIGNED:

By:_____
Name: Mary Nash
Title: Deputy City Clerk of the City of Stuart, Florida

APPROVED AS TO FORM AND LEGALITY:

By:_____
Name: Paul J. Nicoletti
Title: City Attorney

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent

By: Paula L Wingo
Name: Paula L. Wingo
Title: Assistant Vice President

SCHEDULE A

TOTAL DEBT SERVICE

Date	Principal	Redemption Premium	Interest	Debt Service
04/01/2007			$169,396.88	$169,396.88
10/01/2007			169,396.88	169,396.88
04/01/2008			169,396.88	169,396.88
10/01/2008			169,396.88	169,396.88
04/01/2009			169,396.88	169,396.88
10/01/2009			169,396.88	169,396.88
04/01/2010			169,396.88	169,396.88
10/01/2010			169,396.88	169,396.88
04/01/2011			169,396.88	169,396.88
10/01/2011			169,396.88	169,396.88
04/01/2012			169,396.88	169,396.88
10/01/2012			169,396.88	169,396.88
04/01/2013			169,396.88	169,396.88
10/01/2013	$6,750,000.00	$0.00	169,396.88	$6,919,396.88
	$6,750,000.00	$0.00	$2,371,556.32	$9,121,556.32

SCHEDULE B

SCHEDULE OF FEDERAL SECURITIES
TO BE PURCHASED AT CLOSING

Purchase Date	Maturity Date	Par Amount	Interest Rate	Purchase Cost	Type
02/06/2007	04/01/2007	$117,422	4.94%	$117,422	SLG-Cert
02/06/2007	04/01/2012	1,958,180	4.85	1,958,180	SLG-Note
02/06/2007	10/01/2012	$5,146,335	4.85	5,146,335	SLG-Note
		$7,221,937		$7,221,937	

SCHEDULE C

SCHEDULE OF FEDERAL SECURITIES
TO BE PURCHASED ON FUTURE DATES

Purchase Date	Maturity Date	Par Amount	Interest Rate	Purchase Cost	Type
10/01/2007	04/01/2013	$2,888	0.00%	$2,888	SLG-Note
04/01/2008	04/01/2013	2,888	0.00	2,888	SLG-Note
10/01/2008	04/01/2013	2,887	0.00	2,887	SLG-Note
04/01/2009	04/01/2013	2,888	0.00	2,888	SLG-Note
10/01/2009	04/01/2013	2,887	0.00	2,887	SLG-Note
04/01/2010	04/01/2013	2,888	0.00	2.888	SLG-Note
10/01/2010	04/01/2013	2,888	0.00	2,888	SLG-Note
04/01/2011	04/01/2013	2,887	0.00	2,887	SLG-Note
10/01/2011	04/01/2013	2,888	0.00	2,888	SLG-Note
04/01/2012	04/01/2013	143,408	0.00	143,408	SLG-Cert
04/01/2012	10/01/2013	1,817,660	0.00	1,817,660	SLG-Note
10/01/2012	10/01/2013	5,101,736	0.00	5,101,736	SLG-Cert

CERTIFICATE OF ESCROW AGENT

U.S. Bank National Association, is acting as Escrow Agent under the Escrow Deposit Agreement, dated as of February 6, 2007 (the "Escrow Deposit Agreement") between itself, and the City of Stuart, Florida (the "Issuer"), relating to the issuance of the following described obligations of the Issuer:

> $7,142,000 City of Stuart, Florida Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007, consisting of one fully-registered Note dated February 6, 2007, bearing interest at a fixed rate of 4.05% and maturing on October 1, 2028.

U.S. Bank National Association (the "Bank") does hereby certify, represent and warrant the following:

(1) The Bank hereby accepts the duties and obligations of Escrow Agent securing the payment of the Refunded Bonds as defined in the Escrow Deposit Agreement.

(2) The Bank is duly incorporated and validly existing in good standing under the laws of the United States as a national banking association, with full right, power and authority to enter into the Escrow Deposit Agreement and to perform its obligations under, and carry out and consummate all of the transactions contemplated by the Escrow Deposit Agreement.

(3) The Escrow Deposit Agreement was executed on behalf of the Bank by Paula Wingo, Assistant Vice President, a duly appointed and authorized officer thereof who is empowered to execute and deliver such Escrow Deposit Agreement pursuant to the extract of the Bylaws attached hereto as Exhibit A, and the signature of the person appearing on such Escrow Deposit Agreement is a genuine signature.

(4) The Escrow Deposit Agreement has been duly authorized, executed and delivered by the Bank and, assuming the due authorization, execution and delivery by the Issuer and the Authority of such instrument, the Escrow Deposit Agreement constitutes a legal, valid and binding obligation of the Bank enforceable in accordance with its terms.

All capitalized terms not otherwise defined herein shall have the meaning given in the Escrow Deposit Agreement.

[Remainder of page intentionally left blank]

(5) The execution and delivery by the Bank of the Escrow Deposit Agreement is not, and the performance of its obligations thereunder will not, be inconsistent with its charter or bylaws, and, to the best of the knowledge of the undersigned, does not and will not contravene any law, governmental rule or regulation, judgment or order applicable to it and does not and will not contravene any provisions, or constitute a default under, any indenture, mortgage, contract or other instrument to which it is a party or by which it is bound or require the consent or approval of, the giving of notice to, the registration with or the taking of any action in respect of or by, any governmental authority or agency of the United States or the State of Florida, or any subdivision or agency thereof, except such as have been obtained, given or accomplished.

(6) The Bank is in receipt of the funds described in Section 2 of the Escrow Deposit Agreement and has purchased the securities described in Section 3(b) of the Escrow Deposit Agreement.

Dated this 6th day of February, 2007.

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: KR Broecker
Title: V.P

Bryant ▪ Miller ▪ Olive

ATTORNEYS AT LAW

TRANSMITTAL MEMORANDUM

TO: Attached Transcript Distribution List

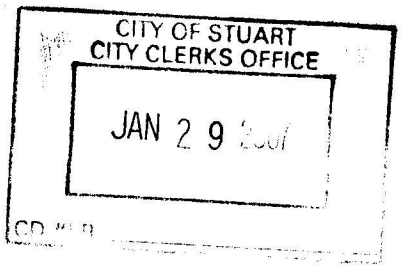
FROM: Duane D. Draper

DATE: January, 2007

RE: City of Stuart, Florida
Subordinate Lien Public Utilities Revenue Refunding Note, Series 2006

Enclosed please find your transcript of closing documents for the above-captioned matter. Please acknowledge receipt by executing the acknowledgment below and faxing a copy to me at your earliest convenience at **813.223.2705.** Should you have any questions, please do not hesitate to call me.

Enclosure



RECEIVED BY:

_____

Name:_____

Firm:_____

Date:_____

TRANSCRIPT DISTRIBUTION LIST

* **CITY OF STUART, FLORIDA**
(3 bound copies)

Dorothy Zaharako
Financial Services Director
City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994

* **CITY OF STUART, FLORIDA**
(1 bound copy)

Cheryl White
City Clerk
City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994

* **BRYANT MILLER OLIVE P.A.**
(2 bound copies)

Duane Draper, Esq.
Bryant Miller Olive P.A.
One Tampa City Center, Suite 2700
Tampa, Florida 33602

* **BRYANT MILLER OLIVE P.A.**

JoLinda Herring
Bryant Miller Olive P.A.
One Biscayne Tower
2 S. Biscayne Boulevard, Suite 1480
Miami, Florida 33131

* **PUBLIC FINANCIAL MANAGEMENT, INC.**
(1 bound copy)

Jay Glover
Senior Managing Consultant
Public Financial Management, Inc.
300 S. Orange Avenue, Suite 1170
Orlando, Florida 32801

* **BANK OF AMERICA, N.A.**
(1 bound copy)

Holly Kuhlman
Senior Vice President/Credit
Bank of America, N.A.
4501 Tamiami Trail North, Suite 400
Naples, Florida 34103

* **EDWARDS ANGELL PALMER & DODGE LLP**
(1 bound copy)

Richard Miller
Edwards Angell Palmer & Dodge LLP
One North Clematis Street, Suite 400
West Palm Beach, Florida 33401

* **U.S. BANK NATIONAL ASSOCIATION**
(1 bound copy)

Paula Wingo
U.S. Bank National Association
Mail Code FL-Orlando-4028
225 E. Robinson Street, Suite 250
Orlando, Florida 32801

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NO.118-2011

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE REFINANCING OF ALL OF THE CITY'S SUBORDINATE LIEN PUBLIC UTILITIES REVENUE REFUNDING NOTE, SERIES 2007B; AUTHORIZING THE CITY TO BORROW FROM SUNTRUST EQUIPMENT FINANCE & LEASING CORP. IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING $4,300,000 FOR SUCH PURPOSE PROVIDED CERTAIN CONDITIONS ARE MET; PROVIDING THAT SUCH DEBT SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM CERTAIN REVENUES AS PROVIDED HEREIN; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1: Authority for this Resolution. This Resolution is adopted pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the City of Stuart, Florida, and other applicable provisions of law.

Section 2: Authorization of Refinancing. The City is authorized to refinance (the "Refunding") all of the City's Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007B (the "Note") by borrowing funds on a negotiated basis from SunTrust Equipment Finance & Leasing Corp. (the "Purchaser") for such purpose. The City determines that it is in the best interest of the City to proceed with a negotiated loan rather than a competitive bid due to the small size of the transaction, the need for flexibility in the timing of the transaction and the favorable terms being provided by the Purchaser. The amount of funds borrowed from the Purchaser shall not exceed $4,300,000. The Refunding shall not proceed unless as a result thereof the City's financial advisor, Public Financial Management, Inc. reports to the City that the City has realized net (that is, after payment of all costs of the Refunding) present value debt

service savings in an amount not less than 5% of the principal amount of the Refunded Note.

Section 3: Description of Loan and Refunding. Subject to the provisions of Section 2 hereof, the terms of the loan (the "Loan") from the Purchaser to the City shall be specified in the Loan Documents hereinafter described, provided that the obligations of the City under the Loan Documents shall be limited obligations, payable solely from (i) Net Revenues of the Public Utilities System of the City (as those terms are defined in the Resolution No. 163-94 of the City Commission (as amended and supplemented, the "Bond Resolution")) on a basis subordinate to the "Bonds" issued and as may hereafter be issued thereunder and on a parity basis with the $8,129,000 Subordinate Lien Public Utilities Revenue Refunding Note, Series 2006 and the $7,142,000 Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007, and (ii) lawfully available non-ad valorem revenues of the City budgeted and appropriated by the City for such purpose in the manner and to the extent provided in the Loan Documents. In addition, the interest rate on the loan shall not exceed the maximum lawful rate and the final maturity date of the Loan may not exceed the final maturity date of the Refunded Note.

Section 4: Authorization of Loan Documents. Subject to the provisions of Section 2 hereof, the City is authorized to make its promissory note and to enter into such other agreements with such parties, as shall be necessary to accomplish the Refunding, including but not limited to a Loan Agreement in the form attached hereto as Exhibit A, and all other ancillary documents necessary or desirable for the transaction (all of such documents, the "Loan Documents"), and to expend proceeds of the Loan in furtherance of the Refunding. The City hereby authorizes and directs the City Manager to execute and deliver on behalf of the City the Loan Documents, which upon such execution shall be valid and binding on the City. The Loan Documents may designate the Loan as a "qualified tax-exempt financing" for purposes of Section 265 of the Internal Revenue Code.

Section 5: Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 6: Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

Section 7: Authorizations. The Mayor and City Manager and such other officials and employees of the City as may be designated by the City Manager are each designated as agents of the City in connection with the Refunding and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the City that are necessary or desirable in connection with the Refunding, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

Section 8: Open Meeting Findings. It is hereby found and determined that all official acts by the Commission concerning and relating to the adoption of this Resolution and all prior resolutions affecting the Commission's ability to issue the Note were taken in an open meeting of the Commission and that all deliberations of the Commission or any of its committees that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes.

Section 9: Repealer. All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 10: Effective Date. This Resolution shall be in full force and take effect immediately upon its passage and adoption.

ADOPTED this 28th day of November, 2011.

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

	YES	NO	ABSENT
JEFFREY A. KRAUSKOPF, MAYOR	✓		
JAMES A. CHRISTIE, Jr., VICE MAYOR	✓		
KELLI GLASS, COMMISSIONER	✓		
EULA R. CLARKE, COMMISSIONER	✓		
TROY A. McDONALD, COMMISSIONER	✓		

ATTEST:

CHERYL WHITE
CITY CLERK

JEFFREY KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL D. DURHAM
CITY ATTORNEY

EXHIBIT A

FORM OF LOAN AGREEMENT

LOAN AGREEMENT

Dated as of December 1, 2011

By and Between

CITY OF STUART, FLORIDA

(the "City")

and

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

(the "Purchaser")

$4,178,000
Subordinate Lien Public Utilities Revenue Refunding Note, Series 2011

TABLE OF CONTENTS

(The Table of Contents for this Loan Agreement is for convenience of reference only and is not intended to define, limit or describe the scope or intent of any provisions of this Loan Agreement.)

Page

ARTICLE I -- DEFINITION OF TERMS 2
Section 1.01. Definitions 2
Section 1.02. Interpretation 5
Section 1.03. Titles and Headings 5

ARTICLE II -- REPRESENTATIONS AND WARRANTIES OF THE PARTIES 6
Section 2.01. Representations and Warranties of City 6
Section 2.02. Representations and Warranties of Purchaser 6

ARTICLE III -- THE NOTE 8
Section 3.01. The Loan; Purpose and Use 8
Section 3.02. The Note 8
Section 3.03. Compliance with Section 215.84 8
Section 3.04. Registration of Transfer; Assignment of Rights of Purchaser 8
Section 3.05. Ownership of the Note 9
Section 3.06. Use of Proceeds of Note Permitted Under Applicable Law 10

ARTICLE IV -- COVENANTS OF THE CITY 11
Section 4.01. Performance of Covenants 11
Section 4.02. Payment of Note 11
Section 4.03. Covenant to Budget and Appropriate 12
Section 4.04. Tax Covenant 13
Section 4.05. Bank Qualified 13
Section 4.06. Budget and Other Financial Information 13
Section 4.07. Compliance with Laws and Regulations 14
Section 4.08. Incorporation of Senior Lien Bond Resolution Covenants; Rate Covenant 14
Section 4.09. Application of Proceeds of Note 14

ARTICLE V -- EVENTS OF DEFAULT AND REMEDIES 15
Section 5.01. Events of Default 15
Section 5.02. Exercise of Remedies 16
Section 5.03. Remedies Not Exclusive 16
Section 5.04. Waivers, Etc. 16

ARTICLE VI -- MISCELLANEOUS PROVISIONS 18
Section 6.01. Covenants to City, Etc.; Successors 18

Section 6.02. Term of Agreement 18
Section 6.03. Amendments and Supplements 18
Section 6.04. Notices 18
Section 6.05. Benefits Exclusive 19
Section 6.06. Severability 19
Section 6.07. Payments Due on Saturdays, Sundays and Holidays 19
Section 6.08. Counterparts 19
Section 6.09. Applicable Law 19
Section 6.10. No Personal Liability 19
Section 6.11. Defeasance. 20
Section 6.12. Waiver of Jury Trial 20
Section 6.13. Incorporation by Reference 20

Exhibit A Form of Note A-1

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement"), made and entered into this 1st day of December, 2011, by and between CITY OF STUART, FLORIDA (the "City"), a political subdivision of the State of Florida and its successors and assigns, and SUNTRUST EQUIPMENT FINANCE & LEASING CORP., and its successors and assigns (the "Purchaser").

W I T N E S S E T H:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in Article I of this Agreement;

WHEREAS, the City, pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes, as amended and supplemented, the Charter of the City and any other applicable provisions of law (all of the foregoing, collectively, the "Act"), and Resolution No. 163-94, adopted by the City Commission of the City on December 8, 1994, as amended and supplemented from time to time, and as particularly amended by Resolution No. 150-03 adopted by the City Commission of the City on July 21, 2003 (collectively, the "Senior Lien Bond Resolution"), and Resolution No. __-11, adopted by the City Commission of the City on November 28, 2011 (the "Junior Lien Note Resolution") is authorized to borrow money, issue bonds, notes or other obligations to finance or refinance the costs of capital expenditures to the City's Public Utilities System (as such term is defined in the Senior Lien Bond Resolution); and

WHEREAS, the City desires to borrow an amount equal to Four Million One Hundred Seventy-Eight Thousand Dollars ($4,178,000) in order to currently refund the City's Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007B (the "Refunded Note") and the Purchaser is willing to purchase the City's Subordinate Lien Public Utilities Revenue Refunding Note, Series 2011 (the "Note") to accomplish this purpose, but only upon the terms and conditions of this Agreement; and

WHEREAS, the Note will be junior, inferior and subordinate in all respects to the "Bonds" issued pursuant to the Senior Lien Bond Resolution as to lien on and source of security for payments from the Net Revenues (as such term is defined in the Senior Lien Bond Resolution) and in all other respects, and will be secured in the manner and to the extent as provided herein; and

WHEREAS, the Note will be secured by the Designated Revenues (as such term is defined herein) on parity with the City of Stuart, Florida Subordinate Lien Public Utilities Revenue Refunding Note, Series 2006 (the "2006 Parity Note") issued pursuant to that certain Loan Agreement dated December 28, 2006 between the City and the Bank of America, N.A. and the City of Stuart, Florida Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007 (the "2007 Parity Note") issued pursuant to that certain Loan Agreement dated February 6, 2007 between the City and the Bank of America, N.A.;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.01. Definitions. Capitalized terms used in this Agreement and not defined in the Senior Lien Bond Resolution and not otherwise defined shall have the respective meanings as follows:

"Act" shall have the meaning assigned to that term in the recitals hereof.

"Agreement" shall mean this Loan Agreement and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Bond Counsel" shall mean, initially, Bryant Miller Olive P.A., or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which banks in Stuart, Florida are authorized or required to be closed.

"City" shall mean the City of Stuart, Florida, a municipal corporation.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

"Debt Service" means principal and interest, and other debt-related costs, due in connection with the Note, as applicable, and any and all subordinated debt and any other liabilities of the City for borrowed money.

"Default Rate" shall mean the Prime Rate plus three percent (3%) provided such rate shall not exceed the highest rate of interest allowed by applicable law.

"Designated Revenues" shall mean (i) Net Revenues which are available after making all payments required pursuant to the Senior Lien Bond Resolution, and (ii) legally available non-ad valorem revenues of the City budgeted and appropriated in accordance with Section 4.03 hereof. Notwithstanding anything herein to the contrary, the Note will be junior, inferior and subordinate in all respects to the "Bonds" issued pursuant to the Senior Lien Bond Resolution as to lien on and source of security for payments from the Net Revenues and in all other respects.

"Event of Default" shall mean an Event of Default as defined in Section 5.01 of this Agreement.

"Federal Securities" shall mean:

1. Cash

2. U.S. Treasury Certificates, Note and Bonds (including State and Local Government Series – "SLGs")

3. Direct obligations of the Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities.

4. Resolution Funding Corp. (REFCORP). Only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable.

5. Pre-refunded municipal bonds rated "Aaa" by Moody's Investors Service ("Moody's") and "AAA" by Standard & Poor's Ratings Group ("S&P"). If, however, the issue is only rated by S&P, then the pre-Note must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded municipals to satisfy this condition.

6. Obligations issued by the following agencies which are backed by the full faith and credit of the U.S.:

   a. U.S. Export-Import Bank (Eximbank)

      Direct obligations or fully guaranteed certificates of beneficial ownership

   b. Farmers Home Administration (FmHA)

      Certificates of beneficial ownership

   c. Federal Financing Bank

   d. General Services Administration

      Participation certificates

   e. U.S. Maritime Administration

      Guaranteed Title XI financing

f. U.S. Department of Housing and Urban Development (HUD)

Project Note
Local Authority Bonds
New Communities Debentures – U.S. government guaranteed debentures and U.S. Public Housing Note and Bonds – U.S. government guaranteed public housing Note and bonds

"Final Maturity Date" shall mean the date on which all principal and all unpaid interest accrued on a Note shall be due and payable in full, which date shall be, if not sooner due to prepayment, October 1, 2024.

"Fiscal Year" shall mean the twelve month period commencing October 1 of each year and ending on the succeeding September 30, or such other twelve month period as the City may designate as its "fiscal year" as permitted by law.

"Loan" shall collectively refer to an amount equal to the outstanding principal amount of the Note together with unpaid interest which has accrued pursuant to and in accordance with this Agreement.

"Net Revenues" shall have the meaning ascribed thereto in the Senior Lien Bond Resolution.

"Note" shall mean the $4,178,000 City of Stuart, Florida Subordinate Lien Public Utilities Revenue Refunding Note, Series 2011, which evidences the Loan.

"Note Rate" shall mean 2.303%.

"Noteholder" shall mean the Purchaser as the holder of the Note and any subsequent registered holder of the Note.

"2006 Parity Note" shall mean the City of Stuart, Florida Subordinate Lien Public Utilities Revenue Refunding Note, Series 2006.

"2007 Parity Note" shall mean the City of Stuart, Florida Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007.

"Parity Notes" shall mean the Note, the 2006 Parity Note, the 2007 Parity Note and any notes issued in the future which is secured by a lien on Designated Revenues which is on parity and equal status therewith.

"Prime Rate" shall mean a rate of interest equal to the announced prime commercial lending rate per annum of an affiliated bank of the Purchaser. The Prime Rate is a reference rate for the information and use of an affiliated bank of the Purchaser in establishing the actual rate to be charged to the City. The Prime Rate is purely discretionary and is not necessarily the lowest or best rate charged any customer. The Prime Rate shall be adjusted from time to time without notice or demand as of the effective date of any announced change thereof.

"Purchaser" shall mean SunTrust Equipment Finance & Leasing Corp., and its successors and assigns.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Senior Lien Bond Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings. The titles and headings of the Articles and Sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

[Remainder of page intentionally left blank]

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 2.01. Representations and Warranties of City. The City represents and warrants to the Purchaser as follows:

(a) Existence. The City is a municipal corporation of the State of Florida, duly created and validly existing under the laws of the State of Florida, with full power to enter into this Agreement, to perform its obligations hereunder and to issue and deliver the Note to the Purchaser. The making, execution and performance of this Agreement on the part of the City and the issuance and delivery of the Note has been duly authorized by all necessary action on the part of the City and does not violate or conflict with the Act, or any agreement, indenture or other instrument by which the City or any of its material properties is bound.

(b) Validity, Etc. This Agreement, the Note, the Senior Lien Bond Resolution and the Junior Lien Note Resolution are valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) No Financial Material Adverse Change. No financial material adverse change has occurred in the City since the last audited financial statement was prepared.

(d) Powers of City. The City has the legal power and authority to pledge the Net Revenues and to covenant to budget and appropriate legally available non-ad valorem revenues of the City in the manner and to the extent described herein.

Section 2.02. Representations and Warranties of Purchaser. The Purchaser represents and warrants to the City as follows:

(a) Existence. The Purchaser is authorized to do business in the State of Florida, with full power to enter into this Agreement, to perform its obligations hereunder and to make the Loan. The performance of this Agreement on the part of the Purchaser and the making of the Loan have been duly authorized by all necessary action on the part of the Purchaser and will not violate or conflict with applicable law or any material agreement, indenture or other instrument by which the Purchaser or any of its material properties is bound.

(b) Validity. This Agreement is a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency,

reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights (and specifically creditors' rights as the same relate to banks) and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) Knowledge and Experience. The Purchaser (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of making the Loan and investing in the Note, (ii) has received and reviewed such financial information concerning the City as it has needed in order to fairly evaluate the merits and risks of making the Loan and investing in the Note; (iii) is an "accredited investor" as such term is defined in the Securities Act of 1933, as amended and Regulation D thereunder; and (iv) is purchasing the Note as an investment primarily for its own account and not with a present view toward resale to the public.

[Remainder of page intentionally left blank]

ARTICLE III

THE NOTE

Section 3.01. The Loan; Purpose and Use. On the date of this Agreement, the Purchaser shall make available to the City the Loan in the principal amount of Four Million One Hundred Seventy-Eight Thousand Dollars ($4,178,000). Together with other legally available funds of the City in an amount equal to $69,140.22, the proceeds of the Loan shall be used to currently refund the Refunded Note, and to pay the costs of issuance of the Note.

Section 3.02. The Note. The Note shall be substantially in the form set forth as Exhibit "A" to this Agreement. The general terms of the Note shall be as follows:

(a) Amount of Note. The principal amount of the Note shall not exceed Four Million One Hundred Seventy-Eight Thousand Dollars ($4,178,000).

(b) Interest. The Note shall bear interest at the Note Rate. Upon the occurrence of one or more of the events specified in the Note, the Note Rate shall be adjusted as therein provided. Interest on the Note shall be computed on the basis of 30-day months and a 360-day year.

(c) Payment Provisions. Interest on the Note shall be payable on April 1 and October 1, commencing April 1, 2012. Principal on the Note shall be payable on each October 1, commencing October 1, 2012 through and including the Final Maturity Date, in the amounts set forth in the Note.

(d) Prepayments. The Note shall be subject to prepayment by the City prior to maturity, as specified in the Note. Each prepayment shall be made on such date and in such principal amount as shall be specified by the City in a written notice delivered to the Noteholder not less than twenty (20) days prior to the specified prepayment date.

Section 3.03. Compliance with Section 215.84. The City represents, warrants, and covenants that the Note Rate, as currently calculated in accordance with Section 215.84, Florida Statutes, is in compliance with Section 215.84, Florida Statutes.

Section 3.04. Registration of Transfer; Assignment of Rights of Purchaser. The City shall keep at the office of the City Clerk in the City's records the registration of the Note and the registration of transfers of the Note as provided in this Agreement. Subject to the restriction set forth in the fourth paragraph of this Section, the transfer of the Note may be registered only upon the books kept for the registration of the Note and registration of transfer thereof upon surrender thereof to the City together with an assignment duly executed by the Purchaser or its attorney or legal representative in the form of the assignment set forth on the form of the Note attached as Exhibit A to this Agreement; provided, however, that the Note may be transferred

only in whole and not in part. Notwithstanding anything herein to the contrary, the Note may not be transferred in a denomination less than $100,000 under any circumstances.

In the case of any such registration or transfer, the City shall execute and deliver in exchange for the applicable Note a new Note registered in the name of the transferee. In all cases in which Note shall be transferred hereunder, the City shall execute and deliver at the earliest practicable time new Note in accordance with the provisions of this Agreement. The City may make a charge for every such registration of transfer of a Note sufficient to reimburse it for any tax or other governmental charges required to be paid with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted. The Note shall be issued in fully registered form and shall be payable in any coin or currency of the United States.

The registration of transfer of the Note on the registration books of the City shall be deemed to effect a transfer of the rights and obligations of the Purchaser under this Agreement to the transferee. Thereafter, such transferee shall be deemed to be the Purchaser under this Agreement and shall be bound by all provisions of this Agreement that are binding upon the Purchaser. The City and the transferor shall execute and record such instruments and take such other actions as the City and such transferee may reasonably request in order to confirm that such transferee has succeeded to the capacity of Purchaser under this Agreement and the Note.

In the event any Note is mutilated, lost, stolen, or destroyed, the City shall execute a new Note of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the City, and in the case of any lost, stolen, or destroyed Note, there first shall be furnished to the City evidence of such loss, theft or destruction together with an indemnity satisfactory to it.

Nothing in this Agreement or in the Note shall be construed to prohibit the Purchaser from granting a participation or participations in the Note to any other bank or banks affiliated with the Purchaser or any subsidiary thereof. No such bank shall, however, be a registered holder of the Note or any portion thereof.

Section 3.05. Ownership of the Note. The person in whose name the Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the Note shall be made only to the registered owner thereof or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note, and interest thereon, to the extent of the sum or sums so paid.

The registered owner of the Note is hereby granted power to transfer absolute title thereof by assignment thereof to a bona fide purchaser for value (present or antecedent) without notice of prior defenses or equities or claims of ownership enforceable against such owner's assignor or any person in the chain of title and before the maturity of the Note; provided, however, that the Note may be transferred only in whole and not in part and

provided further, that no transfer shall be permitted absent the City's (and the Purchaser's) receipt of a letter in form and substance similar to the one delivered by the Purchaser pursuant to Section 218.385, Florida Statutes, from such proposed transferee. Every prior registered owner of each Note shall be deemed to have waived and renounced all of such owner's equities or rights therein in favor of every such bona fide purchaser, and every such bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby.

Section 3.06. Use of Proceeds of Note Permitted Under Applicable Law. The City represents, warrants and covenants that the proceeds of the Note will be used solely in the manner and to the extent described in Section 3.01 hereof and that such use is permitted by applicable law.

[Remainder of page intentionally left blank]

Shipment Receipt
Address Information

Ship to:
Debbie Lichty
Bryant Miller Olive
201 N FRANKLIN ST STE 2700

TAMPA, FL
33602-5816
US
813-222-1724

Ship from:
Cheryl White
City of Stuart
121 SW Flagler Ave

Stuart, FL
34994
US
7722885306

Shipping Information
Tracking number: 797783656945
Ship date: 11/29/2011
Estimated shipping charges: 0.00

Package Information
Service type: First Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1LBS
Declared value: 10.00USD
Special Services:
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information
Bill transportation to: MyAccount-828
Your reference:
P.O. no.:
Invoice no.:
Department no.:

Thank you for shipping online with Fedex *ShipManager at fedex.com.*

Please Note
FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or speical is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $500, e.g., jewelry, precious metals, negotiable instruments and other items lised in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.
The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

CITY OF STUART, FLORIDA
CITY COMMISSION
AGENDA ITEM REQUEST

Meeting Date: 11/28/2011 **Prepared by:** Alice Lyons

Ordinance/Resolution No. 118-2011

Title of Item:

Authorization to execute Bond Loan Documents

Summary Explanation/Background Information on Agenda Request:

Resolution 112-2011 awarded RFP-2012-109 for a bank loan for Refunding Revenue Bond to SunTrust Equipment & Finance Leasing Corp. This resolution authorizes the Mayor, City Clerk and City Manager to execute loan documents after approval by City Attorney.

Funding Source:

n/a

Recommended Action:

Authorize the execution of loan documents.

Iverson, Terry
Purchasing Manager

Zaharako, Dorothy
Finance Director

Durham, Michael
City Attorney

Nicoletti, Paul
City Manager

CERTIFICATE AS TO PUBLIC MEETINGS AND NO CONFLICT OF INTEREST

STATE OF FLORIDA:
CITY OF STUART:

Each of the undersigned members of the City Commission (the "City Commission") of the City of Stuart, Florida (the "Issuer"), recognizing that the purchaser of the not to exceed $4,300,000 City of Stuart, Florida Subordinate Lien Public Utilities Revenue Refunding Note, Series 2011 (the "Note"), will have purchased said Note in reliance upon this Certificate, DO HEREBY CERTIFY:

(1) that he or she has no personal knowledge that any two or more members of the City Commission, meeting together, reached any prior conclusion as to whether the actions taken by the City Commission, with respect to said Note, the security therefor and the application of the proceeds thereof, should or should not be taken by the City Commission or should or should not be recommended as an action to be taken or not to be taken by the City Commission, except at public meetings of the City Commission held after due notice to the public was given in the ordinary manner required by law and custom of the City Commission;

(2) that he or she does not have or hold any employment or contractual relationship with SunTrust Equipment Finance & Leasing Corp. which is purchasing the Note from the Issuer that could constitute a prohibited conflict of interest under Part III, Chapter 112, Florida Statutes.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures as of the 28th day of November, 2011.

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 46-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE ISSUANCE OF A PUBLIC UTILITY SPECIAL OBLIGATION BOND ANTICIPATION NOTE, SERIES 2019 OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $1,500,000 TO FINANCE EXPANSION OF SEWER IMPROVEMENTS WITHIN THE PUBLIC UTILITY SYSTEM; PROVIDING THAT THE BOND ANTICIPATION NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM PROCEEDS OF A SERIES OF BONDS EXPECTED TO BE ISSUED ON OR PRIOR TO THE MATURITY DATE OF SUCH BOND ANTICIPATION NOTE AND PUBLIC UTILITY NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED, AND DEPOSITED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE BOND ANTICIPATION NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary and urgent that funds be made immediately available in order to provide funds to immediately commence the expansion of sewer improvements within the hereinafter defined Public Utility System (the "Project"); and

WHEREAS, the City of Stuart, Florida (the "Issuer") intends to issue a series of bonds on or before the hereinafter defined Maturity Date (the "Takeout Refinancing") to refinance the hereinafter defined Bond Anticipation Note; and

WHEREAS, the City Commission of the Issuer now desires to adopt this Resolution to authorize its Public Utility Special Obligation Bond Anticipation Note, Series 2019 (the "Bond Anticipation Note") to finance and/or reimburse a portion of the costs of the Project in anticipation of the Takeout Refinancing, which is expected to occur on or prior to the Maturity Date; and

WHEREAS, the Issuer in good faith endeavors to issue the Takeout Refinancing within that timeframe; and

WHEREAS, the Issuer has determined that it is necessary and desirable to adopt this Resolution to provide for various details and other matters with respect to the Bond Anticipation Note.

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

Section 1: *Authority for this Resolution.* This Resolution is adopted pursuant to the Constitution and the laws of the State of Florida, Chapter 166, Part II, Florida Statutes, Chapter 159, Part I, Florida Statutes, Section 215.431, Florida Statutes, the Charter of the Issuer, and other applicable provisions of law (collectively, the "Act").

Section 2: *Definitions.* All capitalized undefined terms shall have the same meanings as set forth in this resolution, as hereinafter defined. In addition, the following terms, unless the context otherwise requires, shall have the meanings specified in this section. Words importing the singular number shall include the plural number in each case and vice versa.

"Bond Anticipation Note" shall have the meaning ascribed thereto in the WHEREAS clauses above and authorized by Section 4 hereof, and shall be issued in accordance with Article IV, Section 4 of Resolution No.163-94 adopted by the City Commission of the Issuer on December 8, 1994, as amended.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which banks in Stuart, Florida are authorized or required to be closed.

"City Attorney" shall mean the City Attorney or any acting or interim City Attorney of the Issuer or his or her designee.

"City Clerk" shall mean the City Clerk or any assistant or deputy City Clerk of the Issuer.

"City Manager" shall mean the City Manager or any assistant or deputy City Manager of the Issuer.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

"Debt Service Fund" shall mean the Debt Service Fund established in Section 10 hereof.

"Financial Services Director" shall mean the Financial Services Director of the Issuer or any assistant or deputy thereof.

"Gross Revenues" shall have the meaning ascribed thereto in Resolution No.163-94 adopted by the City Commission of the Issuer on December 8, 1994, as amended.

"Issuer" shall mean the City of Stuart, Florida, a municipal corporation.

"Maturity Date" shall mean May 15, 2020.

"Mayor" shall mean the Mayor or Vice Mayor, or the Mayor's designee of the Issuer.

"Net Revenues" shall mean the Gross Revenues remaining after deducting of monthly Operating Expenses.

"Note Counsel" shall mean, Bryant Miller Olive P.A., or other national recognized bond counsel firm.

"Operating Expenses" shall have the meaning ascribed thereto in Resolution No.163-94 adopted by the City Commission of the Issuer on December 8, 1994, as amended.

"Original Purchaser" shall mean Seacoast National Bank, a national banking association.

"Owner" shall mean the Person or Persons in whose name or names the Bond Anticipation Note shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution.

"Person" shall mean natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" shall mean the proceeds of the Takeout Refinancing and the Public Utility Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund as provided herein.

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

"Project" shall have the meaning ascribed thereto in the WHEREAS clauses above.

"Project Fund" shall mean the Project Fund established in Section 11 hereof.

"Public Utility Non-Ad Valorem Revenues" shall mean Net Revenues remaining after satisfying funding requirements for obligations having an express lien on or pledge thereof.

"Public Utilities System" shall have the meaning ascribed thereto in Resolution No.163-94 adopted by the City Commission of the Issuer on December 8, 1994, as amended.

"Resolution" shall mean this resolution, pursuant to which the Bond Anticipation Note is authorized to be issued, including any supplemental resolution(s).

"State" shall mean the State of Florida.

Section 3: *Findings.*

(A) The Issuer declares that it is necessary for the continued preservation of public health and deems it beneficial and in its best financial interest to finance and/or reimburse a portion of the costs of the Project through the issuance of the Bond Anticipation Note. The issuance of the Bond Anticipation Note to finance and/or reimburse a portion of the costs of the Project satisfies a public purpose.

(B) The Bond Anticipation Note is secured by a covenant to budget and appropriate Public Utility Non-Ad Valorem Revenues of the Issuer. The Pledged Revenues will be sufficient to pay the principal and interest on the Bond Anticipation Note herein authorized, as the same become due, and to make all deposits required by this Resolution. The Issuer shall never be required to levy ad valorem taxes on any real property therein to pay the principal of and interest on the Bond Anticipation Note or to make any other payments specified herein. The Bond Anticipation Note shall not constitute a lien upon any property owned by or located within the boundaries of the Issuer other than the sources of security described herein.

(C) The estimated Public Utility Non-Ad Valorem Revenues and the proceeds of the Takeout Refinancing will be sufficient to pay all principal of and interest on the Bond Anticipation Note, as the same become due, and to make all required deposits to the Debt Service Fund.

(D) The Issuer has received an offer from the Original Purchaser to purchase the Bond Anticipation Note.

Section 4: *Authorization of Takeout Refinancing, the Project, and Bond Anticipation Note*. For the purposes of Section 215.431, Florida Statutes, the Issuer hereby authorizes the issuance in the future of the Takeout Refinancing in a principal amount which is sufficient to refinance the Bond Anticipation Note, further details to be determined pursuant to a resolution to be adopted in the future by the City Commission of the Issuer. Subject and pursuant to the provisions of this Resolution and in anticipation of the closing of the Takeout Refinancing, an obligation of the Issuer to be known as the " Public Utility Special Obligation Bond Anticipation Note, Series 2019," herein defined as the "Bond Anticipation Note," is authorized to be issued in the original principal amount of not to exceed $1,500,000 for the purpose of financing and/or reimbursing a portion of the costs of the Project and paying the costs of issuing the Bond Anticipation Note.

Because of the characteristics of the Bond Anticipation Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Bond Anticipation Note, it is in the best interest of the Issuer to accept the offer of the Original Purchaser to purchase the Bond Anticipation Note at a private negotiated sale. Prior to the issuance of the Bond Anticipation Note, the Issuer shall receive from the Original Purchaser a Purchaser's Certificate, the form of which is attached hereto as Exhibit B and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit C.

Section 5: *This Resolution to Constitute Contract.* In consideration of the acceptance of the Bond Anticipation Note authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Owner.

Section 6: *Description of the Bond Anticipation Note.* The Bond Anticipation Note shall initially be in the mode of a non-revolving line of credit permitting the Issuer to draw all or a part of the not to exceed principal amount of the Bond Anticipation Note at any one time. The Bond Anticipation Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Original Purchaser, subject to the following terms:

(A) Interest Rate. The Bond Anticipation Note shall have an initial fixed interest rate equal to 3.22% per annum calculated on the basis of actual/360 day year. Such interest rate is subject to change upon conditions set forth in the Bond Anticipation Note, the form of which is attached hereto as Exhibit A.

(B) Principal and Interest Payment Dates. Interest only on the amount drawn which remains outstanding of the Bond Anticipation Note shall be paid semi-annually commencing November 15, 2019. Principal on the Bond Anticipation Note shall be paid in full on the Maturity Date.

(C) Prepayment of the Bond Anticipation Note. The Bond Anticipation Note shall be subject to prepayment at the option of the Issuer in whole or in part at any time with no penalty.

(D) Form of the Bond Anticipation Note. The Bond Anticipation Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor and the City Manager, such approval to be conclusively evidenced by the execution thereof by the Mayor and the City Manager.

(E) Original Denomination. The Bond Anticipation Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder.

(F) Advances. The Bond Anticipation Note may be drawn upon in multiple drawings (each an "Advance") under the following terms:

(1) Each Advance must be requested by the Issuer (a "Requisition") in writing in the form attached hereto as Exhibit D, executed by the Financial Services Director and delivered to the Owner.

(2) Each Advance must be applied to pay for the costs of the Project and/or the costs of issuance of the Bond Anticipation Note.

Section 7: *Execution and Authentication of Bond Anticipation Note.* The Bond Anticipation Note shall be executed in the name of the Issuer by its Mayor and City Manager and attested and countersigned by its City Clerk, subject to the approval of the City Attorney as to form and legality, and the corporate seal of the Issuer or a facsimile thereof shall be affixed

thereto or reproduced thereon. In case any one or more of the officers of the Issuer who shall have signed or sealed the Bond Anticipation Note shall cease to be such officer or officers of the Issuer before the Bond Anticipation Note so signed and sealed shall have been actually sold and delivered, such Bond Anticipation Note may nevertheless be sold and delivered as if the persons who signed or sealed such Bond Anticipation Note had not ceased to hold such offices. The Bond Anticipation Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond Anticipation Note shall hold the proper office, although at the date of such execution of the Bond Anticipation Note such person may not have held such office or may not have been so authorized.

Section 8: *Registration and Exchange of the Bond Anticipation Note; Persons Treated as Owner*. The Bond Anticipation Note is initially registered to the Original Purchaser. So long as the Bond Anticipation Note shall remain unpaid, the Issuer will keep books for the registration and transfer of the Bond Anticipation Note. The Bond Anticipation Note shall be transferable only upon such registration books. Notwithstanding anything herein to the contrary, the Original Purchaser may in the future make transfers or enter into participation agreements or securitization transactions with respect to the Bond Anticipation Note; provided, however, the Bond Anticipation Note must be in minimum denominations of $100,000 upon any such transaction.

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

Section 9: *Payment of Principal and Interest; Limited Obligation*. The Issuer promises that it will promptly pay the principal of and interest on the Bond Anticipation Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Bond Anticipation Note is secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The Bond Anticipation Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable from and secured solely by the Pledged Revenues in accordance with the terms hereof. No holder of the Bond Anticipation Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or the use of ad valorem tax revenues to pay such Bond Anticipation Note, or be entitled to payment of such Bond Anticipation Note from any funds of the Issuer except from the Pledged Revenues as described herein.

Section 10: *Covenant to Budget and Appropriate*. (A) Subject to the next paragraph, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Public Utility Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the Bond Anticipation Note and all other payments due hereunder not being paid from other amounts no later than 5 days before the date the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such

amounts of Public Utility Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Public Utility Non-Ad Valorem Revenues in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Public Utility Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of such amendments in each of its annual budgets and to pay such amounts from Public Utility Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Public Utility Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Public Utility Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Public Utility Non-Ad Valorem Revenues. Such covenant to budget and appropriate Public Utility Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Public Utility Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments).

The obligation of the Issuer to budget, appropriate, deposit and make payments hereunder from its Public Utility Non-Ad Valorem Revenues is subject to the availability of Public Utility Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues.

There is hereby created and established the "City of Stuart, Florida Public Utility Special Obligation Bond Anticipation Note, Series 2019 Debt Service Fund (the "Debt Service Fund"), which fund shall be a trust fund held by the Financial Services Director, which shall be held solely for the benefit of the holder of the Bond Anticipation Note. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein for such Debt Service Fund. The money in such Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided. The Issuer may at any time and from time to time appoint one or more depositaries to hold, for the benefit of the Owner of the Bond Anticipation Note, the Debt Service Fund established hereby. Such depository or depositaries shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agent and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars ($50,000,000).

(B) Until applied in accordance with this Resolution, the Public Utility Non-Ad Valorem Revenues of the Issuer on deposit in the Debt Service Fund and other amounts on deposit from time to time in the funds and accounts established herein, plus any earnings thereon, shall be pledged to the repayment of the Bond Anticipation Note.

Section 11. *Application of Proceeds of Bond Anticipation Note.* The Issuer will apply the proceeds of the Bond Anticipation Note, when drawn in the manner described herein, to pay associated costs of issuance (including without limitation legal and financial advisory fees and expenses). The remaining proceeds of the Bond Anticipation Note shall, when drawn in the manner described herein, be deposited into the hereby created and established "City of Stuart, Florida Public Utility Special Obligation Bond Anticipation Note, Series 2019 Project Fund (the "Project Fund"), to pay a portion of the costs of the Project. All income received from investment of monies in the Project Fund, if any, can be used to pay the costs of the Project or debt service on the Bond Anticipation Note.

The funds and accounts created and established by this Resolution shall constitute trust funds for the purpose provided herein for such funds. Moneys on deposit to the credit of all funds and accounts created hereunder may be invested pursuant to applicable law and the Issuer's written investment policy and shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided.

Section 12: *Amendment.* This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Bond Anticipation Note, except with the written consent of the Owner of the Bond Anticipation Note.

Section 13: *Limitation of Rights.* With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Bond Anticipation Note is intended or shall be construed to give to any Person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

Section 14: *Bond Anticipation Note Mutilated, Destroyed, Stolen or Lost.* In case the Bond Anticipation Note shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Bond Anticipation Note of like tenor as the Bond Anticipation Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Bond Anticipation Note, or in lieu of and in substitution for the Bond Anticipation Note destroyed, stolen or lost and upon the Owner furnishing the Issuer proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Bond Anticipation Note so surrendered shall be canceled.

Section 15: *Impairment of Contract.* The Issuer covenants with the Owner of the Bond Anticipation Note that it will not, without the written consent of the Owner of the Bond Anticipation Note, enact any ordinance or adopt any resolution which repeals, impairs or amends

in any manner adverse to the Owner the rights granted to the Owner of the Bond Anticipation Note hereunder.

Section 16: *Tax Covenants.* The Issuer covenants to the Owner of the Bond Anticipation Note provided for in this Resolution that the Issuer will not make any use of the proceeds of the Bond Anticipation Note at any time during the term of the Bond Anticipation Note which would cause the Bond Anticipation Note to be an "arbitrage bond" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Bond Anticipation Note from the gross income of the Owner for purposes of federal income taxation.

Section 17: *Events of Default; Remedies of Owners of the Bond Anticipation Note.* The following shall constitute "Events of Default": (i) if the Issuer fails to pay any payment of principal of or interest on the Bond Anticipation Note or other debt payable from any Public Utility Non-Ad Valorem Revenues as the same becomes due and payable; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days following notice thereof; (iii) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for 90 days undismissed or undischarged; or (iv) the Issuer shall fail to comply in any material respect with its obligations under Resolution No. 163-94 adopted by the City Commission of the Issuer on December 8, 1994, as amended.

Upon the occurrence and during the continuation of any Event of Default, the Owner of the Bond Anticipation Note may, in addition to any other remedies set forth in this Resolution or the Bond Anticipation Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer.

Section 18: *Severability.* If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Bond Anticipation Note issued thereunder.

Section 19: *Business Days.* In any case where the due date of interest on or principal of a Bond Anticipation Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

Section 20: *Applicable Provisions of Law.* This Resolution shall be governed by and construed in accordance with the laws of the State.

Section 21: *Rules of Interpretation.* Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

Section 22: *Captions.* The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 23: *Members of the City Commission Not Liable.* No covenant, stipulation, obligation or agreement contained in this Resolution shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the Issuer in his or her individual capacity, and neither the members of the City Commission of the Issuer nor any Person executing the Bond Anticipation Note shall be liable personally on the Bond Anticipation Note or this Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the Bond Anticipation Note or this Resolution.

Section 24: *Authorizations*. The Mayor and City Manager and such other officials and employees of the Issuer as may be designated by the City Manager are each designated as agents of the Issuer in connection with the execution and delivery of the Bond Anticipation Note and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the Bond Anticipation Note, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

Section 25: *Financial Advisory Services*. The City Commission hereby appoints PFM Financial Advisors LLC to provide financial advisory services on the Bond Anticipation Note and the Takeout Refinancing.

Section 26: *Open Meeting Findings.* It is hereby found and determined that all official acts by the City Commission of the Issuer concerning and relating to the adoption of this Resolution and all prior resolutions affecting the City Commission of the Issuer ability to issue the Bond Anticipation Note were taken in an open meeting of the City Commission and that all deliberations of the City Commission or any of its committees that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes.

Section 27. *Applicable Provisions of Law; Waiver of Jury Trial.* The Issuer and, by acceptance of the Bond Anticipation Note, the Owner of the Bond Anticipation Note each agree that the Bond Anticipation Note and any matters relating thereto shall be governed by and

construed in accordance with the laws of the State. The Issuer and, by acceptance of the Bond Anticipation Note, the Owner of the Bond Anticipation Note each consent to Florida jurisdiction and agree to waive trial by jury in any action arising under the Bond Anticipation Note or any matters relating thereto.

Section 28: *Repealer.* All resolutions or portions thereof in conflict herewith are hereby repealed.

Section 29: *Notices*. Any notice or other communication to be given to the Original Purchaser under this Resolution shall be given by delivering the same in writing to the Principal Office with a copy to 121 S. Flagler Ave, Stuart, Florida 34994 Attention: Sarah Lynch, Vice President.

[Remainder of page intentionally left blank]

Section 30: *Effective Date.* This Resolution shall be in full force and take effect immediately upon its passage and adoption.

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

	YES	NO	ABSENT	ABSTAIN
REBECCA S. BRUNER, MAYOR	Y			
EULA R. CLARKE, VICE MAYOR	Y			
KELLI GLASS LEIGHTON, COMMISSIONER	Y			
MERRITT MATHESON, COMMISSIONER	Y			
MIKE MEIER, COMMISSIONER	Y			

ADOPTED this 13th day of May, 2019.

ATTEST

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD ·

CERTIFICATE AS TO PUBLIC MEETINGS AND NO CONFLICT OF INTEREST

STATE OF FLORIDA:
CITY OF STUART:

Each of the undersigned members of the City Commission (the "City Commission") of the City of Stuart, Florida (the "Issuer"), recognizing that the purchaser of the not to exceed $1,500,000 City of Stuart, Florida Public Utility Special Obligation Bond Anticipation Note, Series 2019 (the "Bond Anticipation Note"), will have purchased said Bond Anticipation Note in reliance upon this Certificate, DO HEREBY CERTIFY:

(1) that he or she has no personal knowledge that any two or more members of the City Commission, meeting together, reached any prior conclusion as to whether the actions taken by the City Commission, with respect to said Bond Anticipation Note, the security therefor and the application of the proceeds thereof, should or should not be taken by the City Commission or should or should not be recommended as an action to be taken or not to be taken by the City Commission, except at public meetings of the City Commission held after due notice to the public was given in the ordinary manner required by law and custom of the City Commission; and

(2) that he or she does not have or hold any employment or contractual relationship with Seacoast National Bank which is purchasing the Bond Anticipation Note from the Issuer that could constitute a prohibited conflict of interest under Part III, Chapter 112, Florida Statutes.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures as of the 15th day of May, 2019.

ATTACHMENT # 3

City of Stuart

MICHAEL J. MORTELL | CITY ATTORNEY
121 SW Flagler Avenue
Stuart, Florida 34994

Telephone: (772) 288-5386
Email: mmortell@ci.stuart.fl.us

April 10, 2020

Shanin T. Speas-Frost, P.E., MBA
Program Administrator
Drinking Water State Revolving Fund Program
Division of Water Restoration Assistance
Florida Department of Environmental Protection
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Subject: DW43044 – Monterey Road Subdivision Watermain Improvements

Dear Ms. Speas-Frost:

I am the duly appointed City Attorney for the City of Stuart, Florida (the "City"). The City proposes to borrow $963,635.00 from the State Revolving Fund to finance the construction of the Monterey Road Subdivision Watermain Improvements Project No. DW43044 (the "Loan"). The Loan will be secured by the net operating revenues of the City's water and sewer system and the pledged revenues are available to pledge. The City has the legal authority to increase rates to ensure repayment of the Loan.

The pledge on net operating revenues, as described above, is subject to a prior lien on the pledged revenues of the following obligations:

1. City of Stuart, Florida, Subordinate Lien Public Utilities Revenue Refunding Note, Series 2006, Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007, and Subordinate Lien Public Utilities Revenue Refunding Note, Series 2011.

2. Any obligations which refund some or all of the obligations described in 1 above and do not increase the annual debt service payment.

3. Any new money obligations incurred in the future on parity therewith.

Additional obligations secured by net operating revenues on parity with the Loan are:

1. The City of Stuart also has a Clean Water State Revolving Fund Construction Loan Agreement WW430400.

2. The City of Stuart has a Drinking Water State Revolving Fund Construction Loan Agreement DW430410.

3. The City of Stuart has a Drinking Water State Revolving Fund Construction Loan Agreement DW430420.

4. The City of Stuart has a Drinking Water State Revolving Fund Design Loan Agreement DW430430.

5. The City of Stuart has a Drinking Water State Revolving Fund Construction Loan Agreement DW430431.

If you have any questions or require any additional information, please don't hesitate to contact me at (772) 288-5386.

Very truly yours,

Michael J. Mortell, Esq.
City Attorney for the
City of Stuart, Florida

ATTACHMENT # 4

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 42-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RELATED TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE FINANCIAL SERVICES DIRECTOR TO SUBMIT THE LOAN APPLICATION AGREEMENT FOR THE $635,835.00 MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE LOAN AGREEMENT; DESIGNATING AUTHORIZED REPRESENTATIVES; ESTABLISHING PLEDGED REVENUES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; SEVERABILITY, AND EFFECTIVE DATE.

* * * * *

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of clean water projects; and

WHEREAS, Florida Administrative Code requires authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and enter into a loan agreement; and

WHEREAS, the State Revolving Fund Loan Priority List designates Monterey Road Subdivision Watermain Improvements Project No. DW43044 (the "Project") as eligible for available funding; and

WHEREAS, the City of Stuart, Florida (the "City") intends to enter into a loan agreement with the Florida Department of Environmental Protection under the State Revolving Fund to finance the Project.

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

SECTION 1: The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2: A Request For Inclusion Form has been submitted to the Florida Department of Environmental Protection for the $635,835.00 loan, excluding capitalized interest, to finance the Project. (the "Loan").

SECTION 3: The revenues pledged for the repayment of the Loan are net water and sewer utility system revenues after payment of debt service on the City's Subordinate Lien Public Utilities Revenue Refunding Note, Series 2006, Subordinate Lien Public Utilities Revenue Refunding Note, Series 2007, Subordinate Lien Public Utilities Revenue Refunding Note, Series 2011, any obligations which refund some or all of the obligations described in above and do not increase the annual debt service payment during the repayment of the Loan and any new money obligations incurred in the future on parity therewith. The debt service on the Loan will be on parity basis with State Revolving Fund Loan WW430400, State Revolving Fund Loan DW430410, State Revolving Fund Loan DW430420, State Revolving Fund Loan DW430430, and State Revolving Fund Loan DW430431.

SECTION 4: The City's Financial Services Director is hereby designated as the authorized representative to provide assurances and commitments required by the loan application.

SECTION 5: The Mayor is hereby designated as the authorized representative to execute the loan agreement to be subsequently approved in substantially final form by the City Commission, which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate staff to carryout technical, financial, and administrative activities associated with the loan agreement.

SECTION 6: The legal authority for borrowing moneys to finance the Project is Chapter 166, Florida Statutes.

SECTION 7: Conflicts. All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8: Severability. If any section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other Section or part of this Resolution.

SECTION 9: Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
KELLI GLASS LEIGHTON, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

ADOPTED this 27th day of April, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

ATTACHMENT # 5

City of Stuart, Florida
Balance Sheet
Proprietary Funds
September 30, 2019

	Business-type Activities - Enterprise Funds			
	Water and Sewer	Sanitation	Stormwater	Total Enterprise
Assets				
Current assets				
Cash and cash equivalents	$ 3,616,397	$ 573,359	$ 490,406	$ 4,680,162
Investments	13,583,648	3,015,131	223,256	16,822,035
Accounts receivable, net	998,282	207,913	44,562	1,250,757
Due from other government	270,490	-	-	270,490
Restricted cash and cash equivalents	176,183	-	-	176,183
Total current assets	18,645,000	3,796,403	758,224	23,199,627
Non Current Assets				
Restricted cash and cash equivalents	181,838	-	-	181,838
Restricted investments	406,198	-	-	406,198
Sewer plan receivable	2,005,035	-	-	2,005,035
Capital assets:				
Land	72,260	326,327	6,186,278	6,584,865
Construction In progress	3,169,141	23,338	-	3,192,479
Buildings and improvements	592,670	266,466	-	859,136
Improvements other than buildings	88,997,010	124,517	19,712,042	108,833,569
Equipment	3,984,332	3,456,831	605,127	8,046,290
Infrastructure	143,176	-	242,511	385,687
Less accumulated depreciation	(49,972,336)	(2,163,965)	(10,424,924)	(62,561,225)
Total capital assets	46,986,253	2,033,514	16,321,034	65,340,801
Total noncurrent assets	49,579,324	2,033,514	16,321,034	67,933,872
Total assets	68,224,324	5,829,917	17,079,258	91,133,499
Deferred outflow of resources				
Deferred outflows of resources from losses on refundings	955,220	-	-	955,220
Related to pension	874,564	230,532	44,362	1,149,458
Related to other postemployment benefits	33,393	9,368	1,500	44,261
Total deferred outflows of resources	1,863,177	239,900	45,862	2,148,939
Total assets and deferred outflow of resources	**$ 70,087,501**	**$ 6,069,817**	**$ 17,125,120**	**$ 93,282,438**

The notes to the financial statements are an integral part of these statements.

City of Stuart, Florida
Balance Sheet
Proprietary Funds
September 30, 2019

	Business-type Activities - Enterprise Funds			
	Water and Sewer	Sanitation	Stormwater	Total Enterprise
Liabilities and Net Position				
Current liabilities and current assets				
Accounts payable	$ 414,977	$ 688,135	$ 24,030	$ 1,127,142
Accrued liabilities	57,231	16,877	5,339	79,447
Unearned revenue	448,782	-	-	448,782
Compensated absences	235,792	46,961	5,869	288,622
Customer deposits	689,153	461,007	-	1,150,160
Current portion bonds and loans payable	1,446,343	-	54,794	1,501,137
Accrued interest payable	351,623	-	5,018	356,641
Total current liabilities	3,643,901	1,212,980	95,050	4,951,931
Non-current liabilities:				
Loans payable	8,457,851	-	-	8,457,851
Revenue bonds payable, net	15,509,000	-	426,940	15,935,940
Compensated absences	174,097	34,673	4,334	213,104
Other post employment benefits	431,652	121,099	19,376	572,127
Net pension liability	3,204,755	863,922	155,087	4,223,764
Total noncurrent liabilities	27,777,355	1,019,694	605,737	29,402,786
Total liabilities	31,421,256	2,232,674	700,787	34,354,717
Deferred inflows of resources				
Related to pensions	360,038	97,770	14,708	472,516
Related to other post employment benefits	25,334	7,108	1,137	33,579
	385,372	104,878	15,845	506,095
Total liabilities and deferred inflows	31,806,628	2,337,552	716,632	34,860,812
Net Position				
Net investment In capital assets	22,528,279	2,033,514	15,839,300	40,401,093
Restricted for:				
Renewal and replacement	900,000	-	-	900,000
Capital outlay	406,198	-	-	406,198
SRF	358,021	-	-	358,021
Impact fee requirements	2,803,203	-	-	2,803,203
Unrestricted	11,285,172	1,698,751	569,188	13,553,111
Total Net Position	38,280,873	3,732,265	16,408,488	58,421,626
Total liabilities, deferred inflows of resources and net position	**$ 70,087,501**	**$ 6,069,817**	**$ 17,125,120**	**$ 93,282,438**

The notes to the financial statements are an integral part of these statements.

City of Stuart, Florida
Statement of Revenues, Expenses, and changes in Net Position
Proprietary Funds
Year ended September 30, 2019

	Business-type Activities - Enterprise Funds			
	Water and Sewer	Sanitation	Stormwater	Total Enterprise
Operating revenues				
Charges for services	$ 12,839,736	$ 4,835,574	$ 749,556	$ 18,424,866
Miscellaneous	18,602	-	-	18,602
Total operating revenues	12,858,338	4,835,574	749,556	18,443,468
Operating expenses				
Personnel expenses	3,391,920	1,078,118	266,309	4,736,347
Operating expenses	2,793,124	2,613,828	185,227	5,592,179
Depreciation	2,832,600	271,314	772,017	3,875,931
Pension liability	559,533	156,891	24,957	741,381
Total operating expenses	9,577,177	4,120,151	1,248,510	14,945,838
Operating income (loss)	3,281,161	715,423	(498,954)	3,497,630
Non-operating revenues (expenses)				
Interest income	467,850	77,745	8,429	554,024
Interest expense	(686,863)	-	(12,547)	(699,410)
Gain on sale of capital assets	59,895	10,400	1,150	71,445
Other non-operating revenues (expenses)	(150,832)	-	-	(150,832)
Total non-operating revenues (expenses)	(309,950)	88,145	(2,968)	(224,773)
Income (loss) before contributions and transfers	2,971,211	803,568	(501,922)	3,272,857
Capital contributions	892,920	-	-	892,920
Transfers in	1,023,685	-	-	1,023,685
Transfers out	(698,994)	(1,259,515)	(72,867)	(2,031,376)
Change in net position	4,188,822	(455,947)	(574,789)	3,158,086
Net position - beginning	34,092,051	4,188,212	16,983,277	55,263,540
Total Net position - ending	$ 38,280,873	$ 3,732,265	$ 16,408,488	$ 58,421,626

The notes to the financial statements are an integral part of these statements.

City of Stuart, Florida
Statement of Cash Flows
Proprietary Funds
Year ended September 30, 2019

	Water and Sewer	Sanitation	Stormwater	Total Enterprise
Operating activities				
Cash received from customers	$ 11,218,044	$ 5,297,083	$ 711,286	$ 17,226,413
Cash payments to suppliers for goods and services	(2,075,367)	(1,490,959)	(120,671)	(3,686,997)
Cash payments to employees for services	(3,359,210)	(1,051,775)	(265,225)	(4,676,210)
Net cash provided by operating activities	5,783,467	2,754,349	325,390	8,863,206
Noncapital financing activities				
Transfer in from other funds	1,023,685	-	-	1,023,685
Transfers out to other funds	(698,994)	(1,259,515)	(72,867)	(2,031,376)
Net cash used in noncapital financing activities	324,691	(1,259,515)	(72,867)	(1,007,691)
Capital and related financing activities				
Acquisition and construction of capital assets	(4,004,291)	(842,538)	(11,292)	(4,858,121)
Proceeds from State Revolving Fund Loan	2,118,620	-	-	2,118,620
Proceeds from Bond anticipation note	93,945	-	-	93,945
Capital contributions and grants	892,920	-	-	892,920
Principal paid on State Revolving Fund Loan	(372,384)	-	-	(372,384)
Principal paid on revenue bonds and notes	(847,000)	-	(52,511)	(899,511)
Interest expense and fiscal agent fees	(686,863)	-	(12,547)	(699,410)
Net cash used in capital and related financing activities	(2,805,053)	(842,538)	(76,350)	(3,723,941)
Investing activities				
Interest income	467,850	77,745	8,429	554,024
Purchase of investments	(2,380,766)	(610,371)	(10,241)	(3,001,378)
Net cash provided by (used in) investing activities	(1,912,916)	(532,626)	(1,812)	(2,447,354)
Net change in cash and cash equivalents	1,390,189	119,670	174,361	1,684,220
Cash and cash equivalents				
Beginning of year	2,584,229	453,689	316,045	3,353,963
End of year	3,974,418	573,359	490,406	5,038,183
Cash and cash equivalents classified as:				
Unrestricted assets	3,616,397	573,359	490,406	4,680,162
Restricted assets	358,021	-	-	358,021
	$ 3,974,418	$ 573,359	$ 490,406	$ 5,038,183
Reconciliation of operating income (loss) to net cash from operating activities				
Operating income (loss)	3,281,161	715,423	(498,954)	3,497,630
(Increase) Decrease in assets and deferred outflows and Increase (Decrease) in liabilities and deferred inflows:				
Adjustments not affecting cash:				
Depreciation	2,832,600	271,314	772,017	3,875,931
Pension liability adjustment	411,854	115,484	18,372	545,710
Other post employment benefits	65,687	19,290	6,305	91,282
Deferred outflows	253,616	50,124	7,962	311,702
Deferred inflows	(66,663)	(18,627)	(2,722)	(88,012)
Changes in assets and liabilities:				
Accounts receivable	(47,727)	49,422	(16,774)	(15,079)
Due from other governments	(125,616)	-	-	(125,616)
Accounts payable	93,795	564,758	6,743	665,296
Unearned revenue	191,570	-	-	191,570
Compensated absences	(34,039)	660	(4,341)	(37,720)
Other assets and liabilities	(1,072,771)	986,501	36,782	(49,488)
Total adjustments	2,502,306	2,038,926	824,344	5,365,576
Net cash provided by operating activities	$ 5,783,467	$ 2,754,349	$ 325,390	$ 8,863,206

The notes to the financial statements are an integral part of these statements.

City of Stuart, Florida
Balance Sheet
Proprietary Funds
September 30, 2018

	Business-type Activities - Enterprise Funds			
	Water and Sewer	Sanitation	Stormwater	Total Enterprise
Assets				
Current assets				
Cash and cash equivalents	$ 2,227,534	$ 453,689	$ 316,045	$ 2,997,268
Investments	11,468,240	2,482,505	221,444	14,172,189
Accounts receivable, net	1,046,009	158,491	61,336	1,265,836
Due from other government	144,874	-	-	144,874
Restricted cash and cash equivalents	174,857	-	-	174,857
Total current assets	15,061,514	3,094,685	598,825	18,755,024
Non Current Assets				
Restricted cash and cash equivalents	181,838	-	-	181,838
Restricted investments	610,016			610,016
Sewer plan receivable	1,911,349	-	-	1,911,349
Advance to other fund	-	1,000,000	-	1,000,000
Capital assets:				
Land	72,260	74,640	6,186,278	6,333,178
Construction In progress	228,191	-	-	228,191
Buildings and improvements	592,670	266,466	-	859,136
Improvements other than buildings	89,165,930	124,517	19,712,042	109,002,489
Equipment	4,158,442	3,104,484	601,723	7,864,649
Infrastructure	143,176	-	242,511	385,687
Less accumulated depreciation	(48,503,356)	(2,107,819)	(9,660,795)	(60,271,970)
Total capital assets	45,857,313	1,462,288	17,081,759	64,401,360
Total noncurrent assets	48,560,516	2,462,288	17,081,759	68,104,563
Total assets	63,622,030	5,556,973	17,680,584	86,859,587
Deferred outflow of resources				
Deferred outflows of resources from losses on refundings	1,030,052	-	-	1,030,052
Related to pension	1,086,741	290,024	53,824	1,430,589
Total deferred outflows of resources	2,116,793	290,024	53,824	2,460,641
Total assets and deferred outflow of resources	**$ 65,738,823**	**$ 5,846,997**	**$ 17,734,408**	**$ 89,320,228**

The notes to the financial statements are an integral part of these statements.

City of Stuart, Florida
Balance Sheet
Proprietary Funds
September 30, 2018

	Business-type Activities - Enterprise Funds			
	Water and Sewer	Sanitation	Stormwater	Total Enterprise
Liabilities and Net Position				
Current liabilities and current assets				
Accounts payable	$ 321,182	$ 123,377	$ 17,287	$ 461,846
Accrued liabilities	99,801	31,421	19,818	151,040
Unearned revenue	640,352	-	-	640,352
Compensated absences	231,891	42,897	3,062	277,850
Customer deposits	675,192	447,933	-	1,123,125
Current portion bonds and loans payable	1,219,384	-	52,511	1,271,895
Accrued interest payable	435,403	-	5,565	440,968
Total current liabilities	3,623,205	645,628	98,243	4,367,076
Non-current liabilities:				
Advance from other fund	1,000,000	-	-	1,000,000
Loans payable	6,811,629	-	-	6,811,629
Revenue bonds payable, net	16,389,000	-	481,734	16,870,734
Compensated absences	212,037	39,397	2,800	254,234
Other post employment benefits	365,965	101,817	13,072	480,854
Net pension liability	2,792,901	748,438	136,715	3,678,054
Total noncurrent liabilities	27,571,532	889,652	634,321	29,095,505
Total liabilities	31,194,737	1,535,280	732,564	33,462,581
Deferred inflows of resources				
Related to pensions	424,536	115,855	17,585	557,976
Related to other post employment benefits	27,499	7,650	982	36,131
	452,035	123,505	18,567	594,107
Total liabilities and deferred inflows	31,646,772	1,658,785	751,131	34,056,688
Net Position				
Net investment in capital assets	22,467,352	1,462,288	16,547,514	40,477,154
Restricted for:				
Renewal and replacement	900,000	-	-	900,000
Capital outlay	610,016			610,016
SRF	330,217	-	-	330,217
Impact fee requirements	2,709,326	-	-	2,709,326
Unrestricted	7,075,140	2,725,924	435,763	10,236,827
Total Net Position	34,092,051	4,188,212	16,983,277	55,263,540
Total liabilities, deferred inflows of resources and net position	**$ 65,738,823**	**$ 5,846,997**	**$ 17,734,408**	**$ 89,320,228**

The notes to the financial statements are an integral part of these statements.

City of Stuart, Florida
Statement of Revenues, Expenses, and changes in Net Position
Proprietary Funds
Year ended September 30, 2018

	Business-type Activities - Enterprise Funds			
	Water and Sewer	Sanitation	Stormwater	Total Enterprise
Operating revenues				
Charges for services	$ 11,945,089	$ 4,505,663	$ 758,760	$ 17,209,512
Miscellaneous	185,869	-	-	185,869
Total operating revenues	12,130,958	4,505,663	758,760	17,395,381
Operating expenses				
Personnel expenses	3,424,421	1,120,295	259,465	4,804,181
Operating expenses	2,954,962	2,737,436	252,552	5,944,950
Depreciation	2,842,921	293,345	775,920	3,912,186
Pension liability	259,544	72,128	9,328	341,000
Total operating expenses	9,481,848	4,223,204	1,297,265	15,002,317
Operating income (loss)	2,649,110	282,459	(538,505)	2,393,064
Non-operating revenues (expenses)				
Interest income	44,073	2,949	754	47,776
Interest expense	(992,098)	-	(13,987)	(1,006,085)
Loss on sale of capital assets	(19,851)	-	-	(19,851)
Other non-operating revenues (expenses)	(182,440)	-	-	(182,440)
Total non-operating revenues (expenses)	(1,150,316)	2,949	(13,233)	(1,160,600)
Income (loss) before contributions and transfers	1,498,794	285,408	(551,738)	1,232,464
Capital contributions	284,972	-	-	284,972
Transfers in	-	-	2,299	2,299
Transfers out	(684,700)	(248,000)	(45,000)	(977,700)
Change in net position	1,099,066	37,408	(594,439)	542,035
Net position - beginning	33,359,698	4,252,822	17,590,813	55,203,333
Restatement (Note 15)	(366,713)	(102,018)	(13,097)	(481,828)
Net position - beginning as restated	32,992,985	4,150,804	17,577,716	54,721,505
Total Net position - ending	$ 34,092,051	$ 4,188,212	$ 16,983,277	$ 55,263,540

The notes to the financial statements are an integral part of these statements.

City of Stuart, Florida
Statement of Cash Flows
Proprietary Funds
Year ended September 30, 2018

	Water and Sewer	Sanitation	Stormwater	Total Enterprise
Operating activities				
Cash received from customers	$ 12,429,058	$ 4,495,218	$ 775,455	$ 17,699,731
Cash payments to suppliers for goods and services	(1,540,772)	(2,776,536)	(128,531)	(4,445,839)
Cash payments to employees for services	(3,315,397)	(1,102,381)	(252,252)	(4,670,030)
Net cash provided by operating activities	7,572,889	616,301	394,672	8,583,862
Noncapital financing activities				
Transfers out to other funds	(684,700)	(248,000)	(45,000)	(977,700)
Net cash used in noncapital financing activities	(684,700)	(248,000)	(45,000)	(977,700)
Capital and related financing activities				
Acquisition and construction of capital assets	(1,562,576)	(265,942)	(45,215)	(1,873,733)
Proceeds from State Revolving Fund Loan	61,723	-	-	61,723
Capital contributions and grants	284,972	-	-	284,972
Principal paid on State Revolving Fund Loan	(273,071)	-	-	(273,071)
Principal paid on revenue bonds and notes	(823,000)	-	(54,794)	(877,794)
Interest expense and fiscal agent fees	(992,098)	-	(13,987)	(1,006,085)
Net cash used in capital and related financing activities	(3,304,050)	(265,942)	(113,996)	(3,683,988)
Investing activities				
Interest income	44,073	2,949	754	47,776
Purchase of investments	(2,756,874)	(2,949)	(3,807)	(2,763,630)
Net cash provided by (used in) investing activities	(2,712,801)	-	(3,053)	(2,715,854)
Net change in cash and cash equivalents	871,338	102,359	232,623	1,206,320
Cash and cash equivalents				
Beginning of year	1,712,891	351,330	83,422	2,147,643
End of year	2,584,229	453,689	316,045	3,353,963
Cash and cash equivalents classified as:				
Unrestricted assets	2,227,534	453,689	316,045	2,997,268
Restricted assets	356,695	-	-	356,695
	$ 2,584,229	$ 453,689	$ 316,045	$ 3,353,963
Reconciliation of operating income (loss) to net cash from operating activities				
Operating income (loss)	2,649,110	282,459	(538,505)	2,393,064
(Increase) Decrease in assets and deferred outflows and Increase (Decrease) in liabilities and deferred inflows:				
Adjustments not affecting cash:				
Depreciation	2,842,921	293,345	775,920	3,912,186
Pension liability adjustment	(86,653)	(24,088)	(3,108)	(113,849)
Deferred outflows	249,151	35,694	(4,614)	280,231
Deferred inflows	245,262	68,172	8,804	322,238
Changes in assets and liabilities:				
Accounts receivable	29,802	(46,186)	(4,631)	(21,015)
Due from other governments	1,442,877	-	143,715	1,586,592
Accounts payable	(295,859)	(42,133)	(860)	(338,852)
Unearned revenue	177,119	-	-	177,119
Compensated absences	(4,994)	(3,755)	(10,090)	(18,839)
Other assets and liabilities	324,153	52,793	28,041	404,987
Total adjustments	4,923,779	333,842	933,177	6,190,798
Net cash provided by operating activities	$ 7,572,889	$ 616,301	$ 394,672	$ 8,583,862

The notes to the financial statements are an integral part of these statements.

ATTACHMENT # 6

Attachment 6
City of Stuart
Updated Water and Wastewater Financial Forecast

List of Tables

No.	Description
1	Summary of Sewer Expansion Program Assumptions
2	Projected New Customer Growth and Availability Fees
3	Projected Rate Revenues at Existing Rates
4	Projected Other Operating Revenues
5	Projected Other Revenues and Transfers
6	Amended Fiscal Year 2019 Budget and Allocation of Operating Expenses to Individual Systems
7	Adopted Fiscal Year 2020 Budget and Allocation of Operating Expenses to Individual Systems
8	Projected Water Operating Expenses
9	Projected Wastewater Operating Expenses
10	Summary of Projected Expense Escalation Factors
11	Five Year Estimated Capital Funding Program
12	Existing and Projected Debt Service Allocation
13	Projected Transfer to Renewal and Replacement Fund
14	Projected Intragovernmental Transfer
15	Combined Revenue Requirements
16	Projected Water Revenue Requirements
17	Projected Wastewater Revenue Requirements
18	Projected Available Fund Balances and Interest Earnings
19	Projected Debt Service Coverage

Financial Forecast Updated on: November 12, 2019
Amounts were adjusted on February 26, 2020 to conform to the proposed SRF Project.
Prepared by: Raftelis Financial Consultants, Inc.

Table 1
City of Stuart
Updated Water and Wastewater Financial Forecast

Summary of Sewer Expansion Program Assumptions

Line No.	Description	Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	DEVELOPMENT OF CHARGES						
	Proposed Charges						
1	Collection System Cost per ERC	$6,908	$6,908	$6,908	$6,908	$6,908	$6,908
2	Sewer Availability Fee per ERC	$2,092	$2,092	$2,092	$2,092	$2,092	$2,092
3	Total Charges per ERC	$9,000	$9,000	$9,000	$9,000	$9,000	$9,000
	Sewer Expansion Fees Terms:						
4	Period (Years)	10	10	10	10	10	10
5	Interest Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Projected Annual Sewer Expansion Fees						
6	Collection System Cost per ERC	$691	$691	$691	$691	$691	$691
7	Sewer Availability Fee per ERC	$209	$209	$209	$209	$209	$209
8	Total Charges per ERC	$900	$900	$900	$900	$900	$900
9	Discount for Connection within 12 Months	22.22%	22.22%	22.22%	22.22%	22.22%	22.22%
	Projected Annual Sewer Expansion Fees (Discounted)						
10	Collection System Cost per ERC	$491	$491	$491	$491	$491	$491
11	Sewer Availability Fee per ERC	$209	$209	$209	$209	$209	$209
12	Total Charges per ERC	$700	$700	$700	$700	$700	$700
	Projected Upfront Payment						
13	Collection System Cost per ERC	$3,908	$3,908	$3,908	$3,908	$3,908	$3,908
14	Sewer Availability Fee per ERC	$2,092	$2,092	$2,092	$2,092	$2,092	$2,092
15	Total Charges per ERC	$6,000	$6,000	$6,000	$6,000	$6,000	$6,000

Table 1
City of Stuart
Updated Water and Wastewater Financial Forecast

Summary of Sewer Expansion Program Assumptions

Line No.	Description	Short-term Life Cycle Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Unconnected
	CUSTOMER PROFILE						
	Customer Connection Profile						
16	Connections	12.50%	6.94%	6.94%	6.94%	6.94%	25.00%
	Payment Profile	Percent	Percent	Percent	Percent	Percent	Weighted
17	Upfront Payment	6.25%	0.00%	0.00%	0.00%	0.00%	15.52%
18	Annual Sewer Expansion Fees (Discounted)	6.25%	0.00%	0.00%	0.00%	0.00%	15.52%
19	Annual Sewer Expansion Fees (At Cost)	0.00%	6.94%	6.94%	6.94%	6.94%	68.97%

Line No.	Description	Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	CUSTOMER CONNECTIONS						
20	Customer Connections - Available						
21	St. Lucie Basin		0				
22	Dolphin Basin		156				
23	Poppleton Basin		94				
24	Palm Beach Basin		53				
25	East Stuart Basin		10				
26	Channel Ave. Basin		18				
27	Existing Basin Expansion	125	125	125	125	125	125
28	Future Basin Expansion						
29	Future Basin Expansion						
30	Total Connections - Available	125	456	125	125	125	125
20	Customer Connections - Each Year						
21	St. Lucie Basin		0	0	0	0	0
22	Dolphin Basin		20	11	11	11	11
23	Poppleton Basin		12	7	7	7	7
24	Palm Beach Basin		7	4	4	4	4
25	East Stuart Basin		1	1	1	1	1
26	Channel Ave. Basin		2	1	1	1	1
27	Existing Basin Expansion	125	125	125	125	125	125
28	Future Basin Expansion						
29	Future Basin Expansion						
31	Total Connections - Each Year	125	166	148	148	148	148
20	Customer Connections - Cumulative						
21	St. Lucie Basin	0	0	0	0	0	0
22	Dolphin Basin	0	20	30	41	52	63
23	Poppleton Basin	0	12	18	25	31	38
24	Palm Beach Basin	0	7	10	14	18	21
25	East Stuart Basin	0	1	2	3	3	4
26	Channel Ave. Basin	0	2	4	5	6	7
27	Existing Basin Expansion	125	250	375	500	625	750
28	Future Basin Expansion	0	0	0	0	0	0
29	Future Basin Expansion	0	0	0	0	0	0
32	Total Connections - Cumulative	125	291	439	587	735	883

Table 1
City of Stuart
Updated Water and Wastewater Financial Forecast

Summary of Sewer Expansion Program Assumptions

Line No.	Description	Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	DEVELOPMENT OF SEF REVENUES						
	Projected Upfront Payments						
33	Collection System Cost	$0	$0	$44,915	$0	$0	$0
34	Sewer Availability Fee	$0	$0	$24,043	$0	$0	$0
35	Total Charges	$0	$0	$68,958	$0	$0	$0
	Projected Annual Sewer Expansion Fees (Discounted)						
36	Collection System Cost	$0	$0	$5,641	$5,641	$5,641	$5,641
37	Sewer Availability Fee	$0	$0	$2,404	$2,404	$2,404	$2,404
38	Total Charges	$0	$0	$8,045	$8,045	$8,045	$8,045
	Projected Annual Sewer Expansion Fees (At Cost)						
39	Collection System Cost	$86,350	$172,700	$259,050	$361,279	$463,508	$565,736
40	Sewer Availability Fee	$26,150	$52,300	$78,450	$109,408.69	$140,367	$171,326
41	Total Charges	$112,500	$225,000	$337,500	$470,688	$603,875	$737,063
	Projected Annual Sewer Expansion Fees (At Cost) - Existing Installments						
42	Collection System Cost	$366,508	$276,320	$191,889	$191,889	$191,889	$191,889
43	Sewer Availability Fee	$110,992	$83,680	$58,111	$58,111	$58,111	$58,111
44	Total Charges	$477,500	$360,000	$250,000	$250,000	$250,000	$250,000
	TOTAL SEF REVENUES						
45	Total Operating Sewer Expansion Fees Revenues	$452,858	$449,020	$501,495	$558,808	$661,037	$763,266
46	Total Sewer Availability Charges	$137,142	$135,980	$163,009	$169,924	$200,883	$231,842
47	Total Charges	$590,000	$585,000	$664,503	$728,733	$861,920	$995,108

Line No.	Description	Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	Capital Projects - City Costs (Net of Grant Revenues) - See CIP						
48	Sewer Expansion - Incremental Grinder Systems	500,000	831,875	739,931	739,931	739,931	739,931

Table 2
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected New Customer Growth and Availability Fees

Line No.	Description		Projected Fiscal Year Ending September 30, [1] 2019	2020	2021	2022	2023	2024
	WATER SYSTEM							
	Impact Fee Schedule							
1	Impact Fee Per ERC		$1,933	$1,933	$1,933	$1,933	$1,933	$1,933
2	Projected New ERC's	Yes	50.0	50.0	50.0	50.0	50.0	50.0
3	Total Water Impact Fee Revenue		$96,650	$96,650	$96,650	$96,650	$96,650	$96,650
4	Percent Prepaid		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
5	Water Impact Fee Revenue Recognized for Forecast		$96,650	$96,650	$96,650	$96,650	$96,650	$96,650
	WASTEWATER SYSTEM							
	Impact Fee Schedule							
6	Impact Fee Per ERC		$2,092	$2,092	$2,092	$2,092	$2,092	$2,092
7	Projected New ERC's	Yes	50.0	50.0	50.0	50.0	50.0	50.0
8	Total Wastewater Impact Fee Revenue		$104,600	$104,600	$104,600	$104,600	$104,600	$104,600
9	Percent Prepaid		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
10	Wastewater Impact Fee Revenue Recognized for Forecast		$104,600	$104,600	$104,600	$104,600	$104,600	$104,600

Table 2
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected New Customer Growth and Availability Fees

Footnotes:
[1] Projected new development based upon information provided by staff as follows:

Planned Construction Projects:	Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
Incremental Customer Growth						
Number of Homes	50.0	50.0	50.0	50.0	50.0	50.0
Water Gallons per Day per Unit	250	250	250	250	250	250
Wastewater Gallons per Day per Unit	200	200	200	200	200	200
Projected Water ERCs	50.0	50.0	50.0	50.0	50.0	50.0
Projected Wastewater ERCs	50.0	50.0	50.0	50.0	50.0	50.0
Wastewater Expansion Project						
Number of Homes	125.0	166.4	148.0	148.0	148.0	148.0
Water Gallons per Day per Unit	0	0	0	0	0	0
Wastewater Gallons per Day per Unit	200	200	200	200	200	200
Projected Water ERCs	0.0	0.0	0.0	0.0	0.0	0.0
Projected Wastewater ERCs	125.0	166.4	148.0	148.0	148.0	148.0
Total Projected Customer Growth						
Projected Water and Wastewater Accounts	50.0	50.0	50.0	50.0	50.0	50.0
Projected Water ERCs	50.0	50.0	50.0	50.0	50.0	50.0
Projected Wastewater ERCs	175.0	216.4	198.0	198.0	198.0	198.0

Table 2
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected New Customer Growth and Availability Fees

Footnote 1 Continued.

Projected Billing Determinants:		Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
Average Account Growth:							
Water System		4,452	4,502	4,552	4,602	4,652	4,702
	Yes	50.0	50.0	50.0	50.0	50.0	50.0
		4,502	4,552	4,602	4,652	4,702	4,752
		1.12%	1.11%	1.10%	1.09%	1.07%	1.06%
Wastewater System		2,595	2,770	2,986	3,184	3,382	3,580
	Yes	175.0	216.4	198.0	198.0	198.0	198.0
		2,770	2,986	3,184	3,382	3,580	3,778
		6.74%	7.81%	6.63%	6.22%	5.85%	5.53%
Average Sales Growth:							
Water System		1,136,000	1,138,400	1,140,800	1,143,200	1,145,600	1,148,000
	Yes	2,400	2,400	2,400	2,400	2,400	2,400
		1,138,400	1,140,800	1,143,200	1,145,600	1,148,000	1,150,400
		0.21%	0.21%	0.21%	0.21%	0.21%	0.21%
Wastewater System		566,000	574,400	584,786	594,290	603,793	613,297
	Yes	8,400	10,386	9,504	9,504	9,504	9,504
		574,400	584,786	594,290	603,793	613,297	622,800
		1.48%	1.81%	1.63%	1.60%	1.57%	1.55%

Table 3
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Rate Revenues at Existing FY19 and FY20 Rates

Line No.	Description	Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	WATER SYSTEM						
1	Existing Revenues (Budgeted) [1]	$6,088,191	$6,514,364	$6,514,364	$6,514,364	$6,514,364	$6,514,364
2	Additional Revenues from Growth (Cumulative) [2]	16,974	36,300	54,450	72,600	90,750	108,900
3	Budget to Actual Revenue Adjustment (if any) [3]	(16,974)	(36,300)	(36,300)	(36,300)	(36,300)	(36,300)
4	Total Water Revenues	$6,088,191	$6,514,364	$6,532,514	$6,550,664	$6,568,814	$6,586,964
5	**WASTEWATER SYSTEM**						
6	Existing Revenues (Budgeted) [1]	$5,436,712	$5,681,364	$5,681,364	$5,681,364	$5,681,364	$5,681,364
7	Additional Revenues from Growth (Cumulative) [2]	73,857	170,109	256,164	342,218	428,273	514,327
8	Budget to Actual Revenue Adjustment (if any) [3]	(73,857)	(170,109)	(170,109)	(170,109)	(170,109)	(170,109)
9	Total Wastewater Revenues	$5,436,712	$5,681,364	$5,767,419	$5,853,473	$5,939,528	$6,025,582
10	**TOTAL RATE REVENUES**	$11,524,903	$12,195,728	$12,299,933	$12,404,137	$12,508,342	$12,612,546

Table 3
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Rate Revenues at Existing FY19 and FY20 Rates

Footnotes:

[1] Amounts based on budget, but actual results could be higher based on the actual results for Fiscal Year 2018 and the adopted rate increrases for FY19 and FY20.

[2] Projected new development derived from Table 2 based upon information provided by staff as follows:

	Projected Fiscal Year Ending September 30,					
Description	2019	2020	2021	2022	2023	2024
Water System						
Cumulative Growth in Customer Accounts	50	100	150	200	250	300
Existing Monthly Base Fee & Customer Charge	$16.01	$17.13	$17.13	$17.13	$17.13	$17.13
Projected Revenues from Base Facility Charges	$9,606	$20,556	$30,834	$41,112	$51,390	$61,668
Cumulative Growth in Sales (kgals)	2,400	4,800	7,200	9,600	12,000	14,400
Existing Volume Charge (per kgal)	$3.07	$3.28	$3.28	$3.28	$3.28	$3.28
Projected Revenues from Base Facility Charges	$7,368	$15,744	$23,616	$31,488	$39,360	$47,232
Total Incremental Revenues from Customer Growth	$16,974	$36,300	$54,450	$72,600	$90,750	$108,900
Wastewater System						
Cumulative Growth in Customer Accounts	175	391	589	787	985	1,183
Existing Monthly Base Fee & Customer Charge	$8.17	$8.42	$8.42	$8.42	$8.42	$8.42
Projected Revenues from Base Facility Charges	$17,157	$39,545	$59,550	$79,555	$99,560	$119,565
Cumulative Growth in Sales (kgals)	8,400	18,786	28,290	37,793	47,297	56,800
Existing Volume Charge (per kgal)	$6.75	$6.95	$6.95	$6.95	$6.95	$6.95
Projected Revenues from Base Facility Charges	$56,700	$130,564	$196,614	$262,663	$328,713	$394,762
Total Incremental Revenues from Customer Growth	$73,857	$170,109	$256,164	$342,218	$428,273	$514,327

[3] Budget amounts for FY19 and FY20 include estimates for customer growth.

Table 4
City of Stuart
Updated Water and Wastewater Financial Forecast

Allocation of Other Operating Revenues to Individual Systems

Line No.	Description	Budget [1] 2019	Adjustments	Adjusted 2019	Budget [1] 2020	Adjustments	Adjusted 2020	Basis	Allocation Percentages Water System	Allocation Percentages Wastewater System
	Other Operating Revenues									
1	Miscellaneous Fees / Inspections	$10,000	$0	$10,000	$10,000	$0	$10,000	Input	100.00%	0.00%
2	Delinquent Water Fees	8,000	0	8,000	8,000	0	8,000	Input	100.00%	0.00%
3	Delinquent Sewer Fees	6,000	0	6,000	6,000	0	6,000	Input	0.00%	100.00%
4	Utility Service Charges	55,000	0	55,000	55,000	0	55,000	Equal	50.00%	50.00%
5	Sewer Payment Plans [2]	450,000	(450,000)	0	585,000	(585,000)	0	Direct-S	0.00%	100.00%
6	Reclaimed Water Revenue	125,000	0	125,000	143,750	8,625	152,375	Direct-S	0.00%	100.00%
7	Recovered Bad Debt	0	0	0	0	0	0	Equal	50.00%	50.00%
8	Other Miscellaneous Revenues	0	0	0	0	0	0	Equal	50.00%	50.00%
9	Totals	$654,000	($450,000)	$204,000	$807,750	($576,375)	$231,375			

Footnotes:
[1] Based on budgeted figures as provided by the City.
[2] Amount excluded from operating revenues but included as a cash source for sewer expansion in Table 18.

Table 4
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Other Operating Revenues

Line No.	Description	Budgeted 2019	Budgeted 2020	Escalation Reference	Fiscal Year Ending September 30, 2021	2022	2023	2024
	Water System							
	Other Operating Revenues							
1	Miscellaneous Fees / Inspections	$10,000	$10,000	Constant	$10,000	$10,000	$10,000	$10,000
2	Delinquent Water Fees	8,000	8,000	Constant	8,000	8,000	8,000	8,000
3	Delinquent Sewer Fees	0	0	Constant	0	0	0	0
4	Utility Service Charges	27,500	27,500	Constant	27,500	27,500	27,500	27,500
5	Sewer Payment Plans [2]	0	0	Constant	0	0	0	0
6	Reclaimed Water Revenue	0	0	Constant	0	0	0	0
7	Recovered Bad Debt	0	0	Eliminate	0	0	0	0
8	Other Miscellaneous Revenues	0	0	Constant	0	0	0	0
9	Totals	$45,500	$45,500		$45,500	$45,500	$45,500	$45,500
	Wastewater System							
	Other Operating Revenues							
10	Miscellaneous Fees / Inspections	$0	$0	Constant	$0	$0	$0	$0
11	Delinquent Water Fees	0	0	Constant	0	0	0	0
12	Delinquent Sewer Fees	6,000	6,000	Constant	6,000	6,000	6,000	6,000
13	Utility Service Charges	27,500	27,500	Constant	27,500	27,500	27,500	27,500
14	Sewer Payment Plans [2]	0	0	Constant	0	0	0	0
15	Reclaimed Water Revenue	125,000	152,375	Calculated	152,375	152,375	152,375	152,375
16	Recovered Bad Debt	0	0	Eliminate	0	0	0	0
17	Other Miscellaneous Revenues	0	0	Constant	0	0	0	0
18	Totals	$158,500	$185,875		$185,875	$185,875	$185,875	$185,875

Table 5
City of Stuart
Updated Water and Wastewater Financial Forecast

Allocation of Other Revenues and Transfers to Individual Systems

Line No.	Description	Budget [1] 2019	Adjustments	Adjusted 2019	Budget [1] 2020	Adjustments	Adjusted 2020	Basis	Allocation Percentages Water System	Allocation Percentages Wastewater System
	Other Operating Revenues									
1	Special Assessments	$0	$0	$0	$0	$0	$0	Direct-W	100.00%	0.00%
2	Donations from Public	16,000	0	16,000	5,000	0	5,000	Equal	50.00%	50.00%
3	Disposition of Assets / Sale of Scrap	50,500	0	50,500	40,000	0	40,000	Equal	50.00%	50.00%
4	Transfer from Other City Funds	0	0	0	0	0	0	Equal	50.00%	50.00%
5	Totals	$66,500	$0	$66,500	$45,000	$0	$45,000			

Footnotes:
[1] Based on budgeted figures as provided by the City.

Table 5
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Other Revenues and Transfers

Line No.	Description	Budgeted 2019	Budgeted 2020	Escalation Reference	Fiscal Year Ending September 30, 2021	2022	2023	2024
	Water System							
	Other Operating Revenues							
1	Special Assessments	$0	$0	Constant	$0	$0	$0	$0
2	Donations from Public	8,000	2,500	Constant	2,500	2,500	2,500	2,500
3	Disposition of Assets / Sale of Scrap	25,250	20,000	Eliminate	0	0	0	0
4	Transfer from Other City Funds	0	0	Constant	0	0	0	0
5	Totals	$33,250	$22,500		$2,500	$2,500	$2,500	$2,500
	Wastewater System							
	Other Operating Revenues							
6	Special Assessments	$0	$0	Constant	$0	$0	$0	$0
7	Donations from Public	8,000	2,500	Constant	2,500	2,500	2,500	2,500
8	Disposition of Assets / Sale of Scrap	25,250	20,000	Eliminate	0	0	0	0
9	Transfer from Other City Funds	0	0	Constant	0	0	0	0
10	Totals	$33,250	$22,500		$2,500	$2,500	$2,500	$2,500

Table 6
City of Stuart
Updated Water and Wastewater Financial Forecast

Amended Fiscal Year 2019 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2019 [1]	Adjustments	Adjusted 2019	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2019 Water	Adjusted 2019 Wastewater
	Water Plant (1610)									
	Personnel Costs									
1	Salaries - Regular	512	$489,283	$0	$489,283	Direct-W	100.0%	0.0%	$489,283	$0
2	Salaries - Overtime	514	24,800	0	24,800	Direct-W	100.0%	0.0%	24,800	0
3	Salaries - Part-time		0	0	0	Direct-W	100.0%	0.0%	0	0
4	Salaries - Longevity		0	0	0	Direct-W	100.0%	0.0%	0	0
5	Salaries - Special Pay	515	4,200	0	4,200	Direct-W	100.0%	0.0%	4,200	0
6	FICA Taxes	521	39,649	0	39,649	Direct-W	100.0%	0.0%	39,649	0
7	Retirement Contribution	522	39,091	0	39,091	Direct-W	100.0%	0.0%	39,091	0
8	Insurance - Life & Health	523	105,282	0	105,282	Direct-W	100.0%	0.0%	105,282	0
9	Workers Compensation	524	16,734	0	16,734	Direct-W	100.0%	0.0%	16,734	0
10	Unemployment Compensation		0	0	0	Direct-W	100.0%	0.0%	0	0
11	Total Personnel Costs		$719,039	$0	$719,039				$719,039	$0
	Operating Services									
12	Professional Services	531	$53,000	$51,964	$104,964	Direct-W	100.0%	0.0%	$104,964	$0
13	Other Contractual Services	534	207,950	73,379	281,329	Direct-W	100.0%	0.0%	281,329	0
14	Travel and Per Diem	540	1,650	0	1,650	Direct-W	100.0%	0.0%	1,650	0
15	Communications / Freight	541&542	4,800	0	4,800	Direct-W	100.0%	0.0%	4,800	0
16	Utility Services	543	242,415	0	242,415	Direct-W	100.0%	0.0%	242,415	0
17	Rentals and Leases	544	30,064	0	30,064	Direct-W	100.0%	0.0%	30,064	0
18	Insurance	545	18,552	0	18,552	Direct-W	100.0%	0.0%	18,552	0
19	Repair and Maintenance	546	398,500	35,937	434,437	Direct-W	100.0%	0.0%	434,437	0
20	Printing and Binding	547	6,700	(6,700)	0	Direct-W	100.0%	0.0%	0	0
21	Other Current Charges	549	29,700	13,900	43,600	Direct-W	100.0%	0.0%	43,600	0
22	Vehicle Leases	550	0	0	0	Direct-W	100.0%	0.0%	0	0
23	Office Supplies	551	1,535	(1,535)	0	Direct-W	100.0%	0.0%	0	0
24	Operating Supplies	552	334,787	8,235	343,022	Direct-W	100.0%	0.0%	343,022	0
25	Publications / Memberships / Training	554&555	6,320	0	6,320	Direct-W	100.0%	0.0%	6,320	0
26	Promotional Activities	548	13,900	(13,900)	0	Direct-W	100.0%	0.0%	0	0
27	Total Operating Services		$1,349,873	$161,280	$1,511,153				$1,511,153	$0
	Capital Outlay									
28	Buildings	562	$70,000	($70,000) [3]	$0	Direct-W	100.0%	0.0%	$0	$0
29	Infrastructure	563	2,482,375	(2,482,375) [3]	0	Direct-W	100.0%	0.0%	0	0
30	Machinery & Equipment	564	56,000	(56,000) [3]	0	Direct-W	100.0%	0.0%	0	0
31	Total Capital Outlay		$2,608,375	($2,608,375)	$0				$0	$0
32	**Total Water Plant**		$4,677,287	($2,447,095)	$2,230,192				$2,230,192	$0

Table 6
City of Stuart
Updated Water and Wastewater Financial Forecast

Amended Fiscal Year 2019 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2019 [1]	Adjustments	Adjusted 2019	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2019 Water	Adjusted 2019 Wastewater
	Wastewater Plant (1620)									
	Personnel Costs									
33	Salaries - Regular	512	$507,457	$0	$507,457	Direct-S	0.0%	100.0%	$0	$507,457
34	Salaries - Overtime	514	52,000	0	52,000	Direct-S	0.0%	100.0%	0	52,000
35	Salaries - Part-time		0	0	0	Direct-S	0.0%	100.0%	0	0
36	Salaries - Longevity		0	0	0	Direct-S	0.0%	100.0%	0	0
37	Salaries - Special Pay	515	4,560	0	4,560	Direct-S	0.0%	100.0%	0	4,560
38	FICA Taxes	521	43,147	0	43,147	Direct-S	0.0%	100.0%	0	43,147
39	Retirement Contribution	522	46,335	0	46,335	Direct-S	0.0%	100.0%	0	46,335
40	Insurance - Life & Health	523	136,998	0	136,998	Direct-S	0.0%	100.0%	0	136,998
41	Workers Compensation	524	14,406	0	14,406	Direct-S	0.0%	100.0%	0	14,406
42	Unemployment Compensation		0	0	0	Direct-S	0.0%	100.0%	0	0
43	Total Personnel Costs		$804,903	$0	$804,903				$0	$804,903
	Operating Services									
44	Professional Services	531	$35,000	($13,682)	$21,318	Direct-S	0.0%	100.0%	$0	$21,318
45	Other Contractual Services	534	159,475	(28,296)	131,179	Direct-S	0.0%	100.0%	0	131,179
46	Travel and Per Diem	540	4,340	0	4,340	Direct-S	0.0%	100.0%	0	4,340
47	Communications / Freight	541&542	6,530	0	6,530	Direct-S	0.0%	100.0%	0	6,530
48	Utility Services	543	372,000	50,000	422,000	Direct-S	0.0%	100.0%	0	422,000
49	Rentals and Leases	544	44,500	0	44,500	Direct-S	0.0%	100.0%	0	44,500
50	Insurance	545	23,108	0	23,108	Direct-S	0.0%	100.0%	0	23,108
51	Repair and Maintenance	546	613,500	(306,116)	307,384	Direct-S	0.0%	100.0%	0	307,384
52	Printing and Binding	547	0	0	0	Direct-S	0.0%	100.0%	0	0
53	Other Current Charges	549	7,500	2,000	9,500	Direct-S	0.0%	100.0%	0	9,500
54	Vehicle Leases	550	0	0	0	Direct-S	0.0%	100.0%	0	0
55	Office Supplies	551	1,000	(1,000)	0	Direct-S	0.0%	100.0%	0	0
56	Operating Supplies	552	111,598	(19,000)	92,598	Direct-S	0.0%	100.0%	0	92,598
57	Publications / Memberships / Training	554&555	3,700	0	3,700	Direct-S	0.0%	100.0%	0	3,700
58	Promotional Activities	548	2,000	(2,000)	0	Direct-S	0.0%	100.0%	0	0
59	Total Operating Services		$1,384,251	($318,093)	$1,066,158				$0	$1,066,158
	Capital Outlay									
60	Buildings	562	$500,000	($500,000) [3]	$0	Direct-S	0.0%	100.0%	$0	$0
61	Infrastructure	563	296,500	(296,500) [3]	0	Direct-S	0.0%	100.0%	0	0
62	Machinery & Equipment	564	0	0 [3]	0	Direct-S	0.0%	100.0%	0	0
63	Total Capital Outlay		$796,500	($796,500)	$0				$0	$0
64	**Total Wastewater Plant**		$2,985,654	($1,114,593)	$1,871,061				$0	$1,871,061

Table 6
City of Stuart
Updated Water and Wastewater Financial Forecast

Amended Fiscal Year 2019 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2019 [1]	Adjustments	Adjusted 2019	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2019 Water	Adjusted 2019 Wastewater
	Distribution and Collection (1630)									
	Personnel Costs									
65	Salaries - Regular	512	$430,635	$0	$430,635	Lines	63.8%	36.2%	$274,745	$155,890
66	Salaries - Overtime	514	52,000	0	52,000	Lines	63.8%	36.2%	33,176	18,824
67	Salaries - Part-time		0	0	0	Lines	63.8%	36.2%	0	0
68	Salaries - Longevity		0	0	0	Lines	63.8%	36.2%	0	0
69	Salaries - Special Pay	515	7,380	0	7,380	Lines	63.8%	36.2%	4,708	2,672
70	FICA Taxes	521	33,508	0	33,508	Lines	63.8%	36.2%	21,378	12,130
71	Retirement Contribution	522	36,017	0	36,017	Lines	63.8%	36.2%	22,979	13,038
72	Insurance - Life & Health	523	104,951	0	104,951	Lines	63.8%	36.2%	66,959	37,992
73	Workers Compensation	524	16,102	0	16,102	Lines	63.8%	36.2%	10,273	5,829
74	Unemployment Compensation		0	0	0	Lines	63.8%	36.2%	0	0
75	Total Personnel Costs		$680,593	$0	$680,593				$434,218	$246,375
	Operating Services									
76	Professional Services	531	$20,000	($12,710)	$7,290	Lines	63.8%	36.2%	$4,651	$2,639
77	Other Contractual Services	534	112,400	(80,000)	32,400	Lines	63.8%	36.2%	20,671	11,729
78	Travel and Per Diem	540	1,800	0	1,800	Lines	63.8%	36.2%	1,148	652
79	Communications / Freight	541&542	5,800	0	5,800	Lines	63.8%	36.2%	3,700	2,100
80	Utility Services	543	23,400	0	23,400	Lines	63.8%	36.2%	14,929	8,471
81	Rentals and Leases	544	500	0	500	Lines	63.8%	36.2%	319	181
82	Insurance	545	34,804	0	34,804	Lines	63.8%	36.2%	22,205	12,599
83	Repair and Maintenance	546	266,580	11,529	278,109	Lines	63.8%	36.2%	177,434	100,676
84	Printing and Binding	547	500	(500)	0	Lines	63.8%	36.2%	0	0
85	Other Current Charges	549	1,000	1,600	2,600	Lines	63.8%	36.2%	1,659	941
86	Vehicle Leases	550	0	0	0	Lines	63.8%	36.2%	0	0
87	Office Supplies	551	700	(700)	0	Lines	63.8%	36.2%	0	0
88	Operating Supplies	552	46,795	3,775	50,570	Lines	63.8%	36.2%	32,264	18,306
89	Road Materials / Supplies	553	2,575	(2,575)	0	Lines	63.8%	36.2%	0	0
90	Publications / Memberships / Training	554&555	4,400	0	4,400	Lines	63.8%	36.2%	2,807	1,593
91	Promotional Activities	548	1,600	(1,600)	0	Lines	63.8%	36.2%	0	0
92	Total Operating Services		$522,854	($81,181)	$441,673				$281,788	$159,886
	Capital Outlay									
93	Buildings	562	$0	$0 [3]	$0	Lines	63.8%	36.2%	$0	$0
94	Infrastructure	563	1,667,000	(1,667,000) [3]	0	Input	0.0%	100.0%	0	0
95	Machinery & Equipment	564	61,300	(61,300) [3]	0	Lines	63.8%	36.2%	0	0
96	Total Capital Outlay		$1,728,300	($1,728,300)	$0				$0	$0
97	**Total Distribution and Collection**		$2,931,747	($1,809,481)	$1,122,266				$716,006	$406,260
	Utility Customer Service (1640)									

Table 6
City of Stuart
Updated Water and Wastewater Financial Forecast

Amended Fiscal Year 2019 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2019 [1]	Adjustments	Adjusted 2019	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2019 Water	Adjusted 2019 Wastewater
	Personnel Costs									
98	Salaries - Regular	512	$212,323	$0	$212,323	Accounts	63.2%	36.8%	$134,137	$78,186
99	Salaries - Overtime	514	7,650	0	7,650	Accounts	63.2%	36.8%	4,833	2,817
100	Salaries - Part-time		15,000	0	15,000	Accounts	63.2%	36.8%	9,476	5,524
101	Salaries - Longevity		0	0	0	Accounts	63.2%	36.8%	0	0
102	Salaries - Special Pay	515	6,720	0	6,720	Accounts	63.2%	36.8%	4,245	2,475
103	FICA Taxes	521	18,489	0	18,489	Accounts	63.2%	36.8%	11,681	6,808
104	Retirement Contribution	522	19,483	0	19,483	Accounts	63.2%	36.8%	12,309	7,174
105	Insurance - Life & Health	523	28,250	0	28,250	Accounts	63.2%	36.8%	17,847	10,403
106	Workers Compensation	524	323	0	323	Accounts	63.2%	36.8%	204	119
107	Unemployment Compensation		0	0	0	Accounts	63.2%	36.8%	0	0
108	Total Personnel Costs		$308,238	$0	$308,238				$194,732	$113,506
	Operating Services									
109	Professional Services	531	$50,000	($47,490)	$2,510	Accounts	63.2%	36.8%	$1,586	$924
110	Accounting and Auditing		0	0	0	Accounts	63.2%	36.8%	0	0
111	Other Contractual Services	534	68,650	4,000	72,650	Accounts	63.2%	36.8%	45,897	26,753
112	Travel and Per Diem	540	3,600	0	3,600	Accounts	63.2%	36.8%	2,274	1,326
113	Communications / Freight	541&542	41,700	0	41,700	Accounts	63.2%	36.8%	26,344	15,356
114	Utility Services	543	2,000	0	2,000	Accounts	63.2%	36.8%	1,264	736
115	Rentals and Leases	544	1,023	0	1,023	Accounts	63.2%	36.8%	646	377
116	Insurance	545	2,601	0	2,601	Accounts	63.2%	36.8%	1,643	958
117	Repair and Maintenance	546	9,750	0	9,750	Accounts	63.2%	36.8%	6,160	3,590
118	Printing and Binding	547	15,098	(15,098)	0	Accounts	63.2%	36.8%	0	0
119	Other Current Charges	549	108,000	2,200	110,200	Accounts	63.2%	36.8%	69,620	40,580
120	Vehicle Leases	550	0	0	0	Accounts	63.2%	36.8%	0	0
121	Office Supplies	551	7,400	(7,400)	0	Accounts	63.2%	36.8%	0	0
122	Operating Supplies	552	11,450	22,498	33,948	Accounts	63.2%	36.8%	21,447	12,501
123	Publications / Memberships / Training	554&555	7,000	0	7,000	Accounts	63.2%	36.8%	4,422	2,578
124	Promotional Activities	548	2,200	(2,200)	0	Accounts	63.2%	36.8%	0	0
125	Total Operating Services		$330,472	($43,490)	$286,982				$181,303	$105,679
	Capital Outlay									
126	Buildings	562	$0	$0 [3]	$0	Accounts	63.2%	36.8%	$0	$0
127	Infrastructure	563	0	0 [3]	0	Accounts	63.2%	36.8%	0	0
128	Machinery & Equipment	564	21,000	(21,000) [3]	0	Accounts	63.2%	36.8%	0	0
129	Total Capital Outlay		$21,000	($21,000)	$0				$0	$0
130	**Total Utility Customer Service**		$659,710	($64,490)	$595,220				$376,035	$219,185
	Water and Wastewater General Government (1670)									
	Personnel Costs									

Table 6
City of Stuart
Updated Water and Wastewater Financial Forecast

Amended Fiscal Year 2019 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2019 [1]	Adjustments	Adjusted 2019	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2019 Water	Adjusted 2019 Wastewater
131	Salaries - Regular	512	$525,215	$0	$525,215	Salaries	54.2%	45.8%	$284,786	$240,429
132	Salaries - Overtime	514	1,005	0	1,005	Salaries	54.2%	45.8%	545	460
133	Salaries - Part-time		0	0	0	Salaries	54.2%	45.8%	0	0
134	Salaries - Longevity		0	0	0	Salaries	54.2%	45.8%	0	0
135	Salaries - Special Pay	515	4,560	0	4,560	Salaries	54.2%	45.8%	2,473	2,087
136	FICA Taxes	521	40,604	0	40,604	Salaries	54.2%	45.8%	22,017	18,587
137	Retirement Contribution	522	43,465	0	43,465	Salaries	54.2%	45.8%	23,568	19,897
138	Insurance - Life & Health	523	103,587	0	103,587	Salaries	54.2%	45.8%	56,168	47,419
139	Workers Compensation	524	5,475	0	5,475	Salaries	54.2%	45.8%	2,969	2,506
140	Unemployment Compensation		0	0	0	Salaries	54.2%	45.8%	0	0
141	Total Personnel Costs		$723,911	$0	$723,911				$392,524	$331,387
	Operating Services									
142	Professional Services	531	$82,100	$106,563	$188,663	Salaries	54.2%	45.8%	$102,298	$86,365
143	Other Contractual Services	534	15,877	0	15,877	Salaries	54.2%	45.8%	8,609	7,268
144	Travel and Per Diem	540	6,000	0	6,000	Salaries	54.2%	45.8%	3,253	2,747
145	Communications / Freight	541&542	3,100	0	3,100	Salaries	54.2%	45.8%	1,681	1,419
146	Utility Services	543	5,800	0	5,800	Salaries	54.2%	45.8%	3,145	2,655
147	Rentals and Leases	544	29,974	21,000	50,974	Salaries	54.2%	45.8%	27,639	23,335
148	Insurance	545	15,214	0	15,214	Salaries	54.2%	45.8%	8,249	6,965
149	Repair and Maintenance	546	7,725	0	7,725	Salaries	54.2%	45.8%	4,189	3,536
150	Printing and Binding	547	1,000	(1,000)	0	Salaries	54.2%	45.8%	0	0
151	Other Current Charges	549	4,092	1,050	5,142	Salaries	54.2%	45.8%	2,788	2,354
152	Vehicle Leases	550	0	0	0	Salaries	54.2%	45.8%	0	0
153	Office Supplies	551	4,194	(4,194)	0	Salaries	54.2%	45.8%	0	0
154	Operating Supplies	552	17,033	5,194	22,227	Salaries	54.2%	45.8%	12,052	10,175
155	Road Materials / Supplies	553	0	0	0	Salaries	54.2%	45.8%	0	0
156	Publications / Memberships / Training	554&555	4,700	0	4,700	Salaries	54.2%	45.8%	2,548	2,152
157	Promotional Activities	548	1,050	(1,050)	0	Salaries	54.2%	45.8%	0	0
158	Total Operating Services		$197,859	$127,563	$325,422				$176,452	$148,969
	Capital Outlay									
159	Buildings	562	$0	$0 [3]	$0	Salaries	54.2%	45.8%	$0	$0
160	Infrastructure	563	0	0 [3]	0	Salaries	54.2%	45.8%	0	0
161	Machinery & Equipment	564	10,000	(10,000) [3]	0	Salaries	54.2%	45.8%	0	0
162	Total Capital Outlay		$10,000	($10,000)	$0				$0	$0
163	**Total Water and Wastewater General Government**		$931,770	$117,563	$1,049,333				$568,977	$480,356

Table 6
City of Stuart
Updated Water and Wastewater Financial Forecast

Amended Fiscal Year 2019 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2019 [1]	Adjustments	Adjusted 2019	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2019 Water	Adjusted 2019 Wastewater
	Debt Service (1660)									
164	Principal		$1,219,390	($1,219,390) [4]	$0	Salaries	54.2%	45.8%	$0	$0
165	Interest		770,650	(770,650) [4]	0	Salaries	54.2%	45.8%	0	0
166	Other Debt Service Costs		122,916	(122,916) [4]	0	Salaries	54.2%	45.8%	0	0
167	**Total Debt Service**		$2,112,956	($2,112,956)	$0				$0	$0
	Non - Departmental (1690)									
168	Transfers (Indirect Cost Allocation) - Net	557	$234,890	$0	$234,890	Salaries	54.2%	45.8%	$127,364	$107,526
169	Other Non-operating Uses - Life / Health Insurar	523	12,294	0	12,294	Salaries	54.2%	45.8%	6,666	5,628
170	Intragovernmental Transfers	591	698,994	(698,994)	0	Salaries	54.2%	45.8%	0	0
171	Transfer to Retained Earnings	595	1,040,975	(1,040,975)	0	Salaries	54.2%	45.8%	0	0
172	**Total Non - Departmental**		$1,987,153	($1,739,969)	$247,184				$134,030	$113,154
173	**Total System**		$16,286,277	($9,171,021)	$7,115,256				$4,025,239	$3,090,017

Footnotes:

[1] Based on budgeted figures for the Fiscal Year Ending September 30, 2019 as amended by the City.

[2] Allocations based on operating information obtained from the budget, historical operating records and other information provided by the City.

[3] Amounts, if any, reflect reductions in the operating budget for capital expenditures shown in Table 11.

[4] Amounts reflect reductions in the operating budget for debt service payments associated with long-term debt. Such amounts are reflected in Table 12 of this report.

Table 7
City of Stuart
Updated Water and Wastewater Financial Forecast

Adopted Fiscal Year 2020 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2020 [1]	Adjustments	Adjusted 2020	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2020 Water	Adjusted 2020 Wastewater
	Water Plant (1610)									
	Personnel Costs									
1	Salaries - Regular	512	$503,961	$0	$503,961	Direct-W	100.0%	0.0%	$503,961	$0
2	Salaries - Overtime	514	25,000	0	25,000	Direct-W	100.0%	0.0%	25,000	0
3	Salaries - Part-time		0	0	0	Direct-W	100.0%	0.0%	0	0
4	Salaries - Longevity		0	0	0	Direct-W	100.0%	0.0%	0	0
5	Salaries - Special Pay	515	4,200	0	4,200	Direct-W	100.0%	0.0%	4,200	0
6	FICA Taxes	521	40,787	0	40,787	Direct-W	100.0%	0.0%	40,787	0
7	Retirement Contribution	522	42,838	0	42,838	Direct-W	100.0%	0.0%	42,838	0
8	Insurance - Life & Health	523	130,584	0	130,584	Direct-W	100.0%	0.0%	130,584	0
9	Workers Compensation	524	17,487	0	17,487	Direct-W	100.0%	0.0%	17,487	0
10	Unemployment Compensation		0	0	0	Direct-W	100.0%	0.0%	0	0
11	Total Personnel Costs		$764,857	$0	$764,857				$764,857	$0
	Operating Services									
12	Professional Services	531	$30,000	$0	$30,000	Direct-W	100.0%	0.0%	$30,000	$0
13	Other Contractual Services	534	265,950	0	265,950	Direct-W	100.0%	0.0%	265,950	0
14	Travel and Per Diem	540	3,260	0	3,260	Direct-W	100.0%	0.0%	3,260	0
15	Communications / Freight	541&542	5,250	0	5,250	Direct-W	100.0%	0.0%	5,250	0
16	Utility Services	543	236,000	0	236,000	Direct-W	100.0%	0.0%	236,000	0
17	Rentals and Leases	544	31,064	0	31,064	Direct-W	100.0%	0.0%	31,064	0
18	Insurance	545	19,975	0	19,975	Direct-W	100.0%	0.0%	19,975	0
19	Repair and Maintenance	546	662,500	0	662,500	Direct-W	100.0%	0.0%	662,500	0
20	Printing and Binding	547	0	0	0	Direct-W	100.0%	0.0%	0	0
21	Other Current Charges	549	37,400	0	37,400	Direct-W	100.0%	0.0%	37,400	0
22	Vehicle Leases	550	38,400	0	38,400	Direct-W	100.0%	0.0%	38,400	0
23	Office Supplies	551	0	0	0	Direct-W	100.0%	0.0%	0	0
24	Operating Supplies	552	299,805	0	299,805	Direct-W	100.0%	0.0%	299,805	0
25	Publications / Memberships / Training	554&555	7,240	0	7,240	Direct-W	100.0%	0.0%	7,240	0
26	Promotional Activities	548	0	0	0	Direct-W	100.0%	0.0%	0	0
27	Total Operating Services		$1,636,844	$0	$1,636,844				$1,636,844	$0
	Capital Outlay									
28	Buildings	562	$0	$0 [3]	$0	Direct-W	100.0%	0.0%	$0	$0
29	Infrastructure	563	3,760,000	(3,760,000) [3]	0	Direct-W	100.0%	0.0%	0	0
30	Machinery & Equipment	564	17,600	(17,600) [3]	0	Direct-W	100.0%	0.0%	0	0
31	Total Capital Outlay		$3,777,600	($3,777,600)	$0				$0	$0
32	**Total Water Plant**		$6,179,301	($3,777,600)	$2,401,701				$2,401,701	$0

Table 7
City of Stuart
Updated Water and Wastewater Financial Forecast

Adopted Fiscal Year 2020 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2020 [1]	Adjustments	Adjusted 2020	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2020 Water	Adjusted 2020 Wastewater
	Wastewater Plant (1620)									
	Personnel Costs									
33	Salaries - Regular	512	$523,287	$0	$523,287	Direct-S	0.0%	100.0%	$0	$523,287
34	Salaries - Overtime	514	52,000	0	52,000	Direct-S	0.0%	100.0%	0	52,000
35	Salaries - Part-time		0	0	0	Direct-S	0.0%	100.0%	0	0
36	Salaries - Longevity		0	0	0	Direct-S	0.0%	100.0%	0	0
37	Salaries - Special Pay	515	5,460	0	5,460	Direct-S	0.0%	100.0%	0	5,460
38	FICA Taxes	521	44,427	0	44,427	Direct-S	0.0%	100.0%	0	44,427
39	Retirement Contribution	522	44,526	0	44,526	Direct-S	0.0%	100.0%	0	44,526
40	Insurance - Life & Health	523	104,210	0	104,210	Direct-S	0.0%	100.0%	0	104,210
41	Workers Compensation	524	15,054	0	15,054	Direct-S	0.0%	100.0%	0	15,054
42	Unemployment Compensation		0	0	0	Direct-S	0.0%	100.0%	0	0
43	Total Personnel Costs		$788,964	$0	$788,964				$0	$788,964
	Operating Services									
44	Professional Services	531	$120,000	$0	$120,000	Direct-S	0.0%	100.0%	$0	$120,000
45	Other Contractual Services	534	279,475	0	279,475	Direct-S	0.0%	100.0%	0	279,475
46	Travel and Per Diem	540	140	0	140	Direct-S	0.0%	100.0%	0	140
47	Communications / Freight	541&542	6,130	0	6,130	Direct-S	0.0%	100.0%	0	6,130
48	Utility Services	543	378,000	0	378,000	Direct-S	0.0%	100.0%	0	378,000
49	Rentals and Leases	544	46,500	0	46,500	Direct-S	0.0%	100.0%	0	46,500
50	Insurance	545	24,596	0	24,596	Direct-S	0.0%	100.0%	0	24,596
51	Repair and Maintenance	546	339,000	(70,000)	269,000	Direct-S	0.0%	100.0%	0	269,000
52	Printing and Binding	547	0	0	0	Direct-S	0.0%	100.0%	0	0
53	Other Current Charges	549	26,600	0	26,600	Direct-S	0.0%	100.0%	0	26,600
54	Vehicle Leases	550	7,200	0	7,200	Direct-S	0.0%	100.0%	0	7,200
55	Office Supplies	551	0	0	0	Direct-S	0.0%	100.0%	0	0
56	Operating Supplies	552	77,597	0	77,597	Direct-S	0.0%	100.0%	0	77,597
57	Publications / Memberships / Training	554	2,580	0	2,580	Direct-S	0.0%	100.0%	0	2,580
58	Promotional Activities	548	0	0	0	Direct-S	0.0%	100.0%	0	0
59	Total Operating Services		$1,307,818	($70,000)	$1,237,818				$0	$1,237,818
	Capital Outlay									
60	Buildings	562	$50,000	($50,000) [3]	$0	Direct-S	0.0%	100.0%	$0	$0
61	Infrastructure	563	0	0 [3]	0	Direct-S	0.0%	100.0%	0	0
62	Machinery & Equipment	564	453,000	(453,000) [3]	0	Direct-S	0.0%	100.0%	0	0
63	Total Capital Outlay		$503,000	($503,000)	$0				$0	$0
64	**Total Wastewater Plant**		$2,599,782	($573,000)	$2,026,782				$0	$2,026,782

Table 7
City of Stuart
Updated Water and Wastewater Financial Forecast

Adopted Fiscal Year 2020 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2020 [1]	Adjustments	Adjusted 2020	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2020 Water	Adjusted 2020 Wastewater
	Distribution and Collection (1630)									
	Personnel Costs									
65	Salaries - Regular	512	$519,780	$0	$519,780	Lines	63.8%	36.2%	$331,620	$188,160
66	Salaries - Overtime	514	54,000	0	54,000	Lines	63.8%	36.2%	34,452	19,548
67	Salaries - Part-time		0	0	0	Lines	63.8%	36.2%	0	0
68	Salaries - Longevity		0	0	0	Lines	63.8%	36.2%	0	0
69	Salaries - Special Pay	515	6,900	0	6,900	Lines	63.8%	36.2%	4,402	2,498
70	FICA Taxes	521	44,422	0	44,422	Lines	63.8%	36.2%	28,341	16,081
71	Retirement Contribution	522	44,356	0	44,356	Lines	63.8%	36.2%	28,299	16,057
72	Insurance - Life & Health	523	159,069	0	159,069	Lines	63.8%	36.2%	101,486	57,583
73	Workers Compensation	524	16,827	0	16,827	Lines	63.8%	36.2%	10,736	6,091
74	Unemployment Compensation		0	0	0	Lines	63.8%	36.2%	0	0
75	Total Personnel Costs		$845,354	$0	$845,354				$539,336	$306,018
	Operating Services									
76	Professional Services	531	$5,000	$0	$5,000	Lines	63.8%	36.2%	$3,190	$1,810
77	Other Contractual Services	534	31,400	0	31,400	Lines	63.8%	36.2%	20,033	11,367
78	Travel and Per Diem	540	3,300	0	3,300	Lines	63.8%	36.2%	2,105	1,195
79	Communications / Freight	541&542	6,150	0	6,150	Lines	63.8%	36.2%	3,924	2,226
80	Utility Services	543	15,000	0	15,000	Lines	63.8%	36.2%	9,570	5,430
81	Rentals and Leases	544	1,000	0	1,000	Lines	63.8%	36.2%	638	362
82	Insurance	545	36,370	0	36,370	Lines	63.8%	36.2%	23,204	13,166
83	Repair and Maintenance	546	280,000	0	280,000	Lines	63.8%	36.2%	178,640	101,360
84	Printing and Binding	547	0	0	0	Lines	63.8%	36.2%	0	0
85	Other Current Charges	549	3,100	0	3,100	Lines	63.8%	36.2%	1,978	1,122
86	Vehicle Leases	550	40,800	0	40,800	Lines	63.8%	36.2%	26,030	14,770
87	Office Supplies	551	0	0	0	Lines	63.8%	36.2%	0	0
88	Operating Supplies	552	57,445	0	57,445	Lines	63.8%	36.2%	36,650	20,795
89	Road Materials / Supplies	553	0	0	0	Lines	63.8%	36.2%	0	0
90	Publications / Memberships / Training	554	5,630	0	5,630	Lines	63.8%	36.2%	3,592	2,038
91	Promotional Activities	548	0	0	0	Lines	63.8%	36.2%	0	0
92	Total Operating Services		$485,195	$0	$485,195				$309,554	$175,641
	Capital Outlay									
93	Buildings	562	$0	$0 [3]	$0	Lines	63.8%	36.2%	$0	$0
94	Infrastructure	563	3,050,000	(3,050,000) [3]	0	Input	4.3%	95.7%	0	0
95	Machinery & Equipment	564	127,800	(127,800) [3]	0	Lines	63.8%	36.2%	0	0
96	Total Capital Outlay		$3,177,800	($3,177,800)	$0				$0	$0
97	**Total Distribution and Collection**		$4,508,349	($3,177,800)	$1,330,549				$848,890	$481,659
	Utility Customer Service (1640)									

Table 7
City of Stuart
Updated Water and Wastewater Financial Forecast

Adopted Fiscal Year 2020 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2020 [1]	Adjustments	Adjusted 2020	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2020 Water	Adjusted 2020 Wastewater
	Personnel Costs									
98	Salaries - Regular	512&513	$247,133	$0	$247,133	Accounts	63.2%	36.8%	$156,128	$91,005
99	Salaries - Overtime	514	10,000	0	10,000	Accounts	63.2%	36.8%	6,318	3,682
100	Salaries - Part-time		0	0	0	Accounts	63.2%	36.8%	0	0
101	Salaries - Longevity		0	0	0	Accounts	63.2%	36.8%	0	0
102	Salaries - Special Pay	515	4,320	0	4,320	Accounts	63.2%	36.8%	2,729	1,591
103	FICA Taxes	521	20,001	0	20,001	Accounts	63.2%	36.8%	12,636	7,365
104	Retirement Contribution	522	20,752	0	20,752	Accounts	63.2%	36.8%	13,110	7,642
105	Insurance - Life & Health	523	28,139	0	28,139	Accounts	63.2%	36.8%	17,777	10,362
106	Workers Compensation	524	338	0	338	Accounts	63.2%	36.8%	214	124
107	Unemployment Compensation		0	0	0	Accounts	63.2%	36.8%	0	0
108	Total Personnel Costs		$330,683	$0	$330,683				$208,912	$121,771
	Operating Services									
109	Professional Services	531	$0	$0	$0	Accounts	63.2%	36.8%	$0	$0
110	Accounting and Auditing		0	0	0	Accounts	63.2%	36.8%	0	0
111	Other Contractual Services	534	23,500	0	23,500	Accounts	63.2%	36.8%	14,846	8,654
112	Travel and Per Diem	540	3,600	0	3,600	Accounts	63.2%	36.8%	2,274	1,326
113	Communications / Freight	541&542	43,000	0	43,000	Accounts	63.2%	36.8%	27,166	15,834
114	Utility Services	543	2,000	0	2,000	Accounts	63.2%	36.8%	1,264	736
115	Rentals and Leases	544	1,023	0	1,023	Accounts	63.2%	36.8%	646	377
116	Insurance	545	2,718	0	2,718	Accounts	63.2%	36.8%	1,717	1,001
117	Repair and Maintenance	546	2,500	0	2,500	Accounts	63.2%	36.8%	1,579	921
118	Printing and Binding	547	0	0	0	Accounts	63.2%	36.8%	0	0
119	Other Current Charges	549	98,100	0	98,100	Accounts	63.2%	36.8%	61,975	36,125
120	Vehicle Leases	550	5,180	0	5,180	Accounts	63.2%	36.8%	3,273	1,907
121	Office Supplies	551	0	0	0	Accounts	63.2%	36.8%	0	0
122	Operating Supplies	552	33,595	0	33,595	Accounts	63.2%	36.8%	21,224	12,371
123	Publications / Memberships / Training	554/555	7,350	0	7,350	Accounts	63.2%	36.8%	4,643	2,707
124	Promotional Activities	548	0	0	0	Accounts	63.2%	36.8%	0	0
125	Total Operating Services		$222,566	$0	$222,566				$140,608	$81,958
	Capital Outlay									
126	Buildings	562	$0	$0 [3]	$0	Accounts	63.2%	36.8%	$0	$0
127	Infrastructure	563	0	0 [3]	0	Accounts	63.2%	36.8%	0	0
128	Machinery & Equipment	564	0	0 [3]	0	Accounts	63.2%	36.8%	0	0
129	Total Capital Outlay		$0	$0	$0				$0	$0
130	**Total Utility Customer Service**		$553,249	$0	$553,249				$349,520	$203,729
	Water and Wastewater General Government (1670)									
	Personnel Costs									

Table 7
City of Stuart
Updated Water and Wastewater Financial Forecast

Adopted Fiscal Year 2020 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2020 [1]	Adjustments	Adjusted 2020	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2020 Water	Adjusted 2020 Wastewater
131	Salaries - Regular	512	$604,033	$0	$604,033	Salaries	54.2%	45.8%	$327,523	$276,510
132	Salaries - Overtime	514	1,000	0	1,000	Salaries	54.2%	45.8%	542	458
133	Salaries - Part-time		0	0	0	Salaries	54.2%	45.8%	0	0
134	Salaries - Longevity		0	0	0	Salaries	54.2%	45.8%	0	0
135	Salaries - Special Pay	515	4,080	0	4,080	Salaries	54.2%	45.8%	2,212	1,868
136	FICA Taxes	521	46,597	0	46,597	Salaries	54.2%	45.8%	25,266	21,331
137	Retirement Contribution	522	57,962	0	57,962	Salaries	54.2%	45.8%	31,429	26,533
138	Insurance - Life & Health	523	120,722	0	120,722	Salaries	54.2%	45.8%	65,459	55,263
139	Workers Compensation	524	5,721	0	5,721	Salaries	54.2%	45.8%	3,102	2,619
140	Unemployment Compensation		0	0	0	Salaries	54.2%	45.8%	0	0
141	Total Personnel Costs		$840,115	$0	$840,115				$455,533	$384,582
	Operating Services									
142	Professional Services	531	$90,000	$0	$90,000	Salaries	54.2%	45.8%	$48,800	$41,200
143	Other Contractual Services	534	10,850	0	10,850	Salaries	54.2%	45.8%	5,883	4,967
144	Travel and Per Diem	540	10,200	0	10,200	Salaries	54.2%	45.8%	5,531	4,669
145	Communications / Freight	541&542	2,740	0	2,740	Salaries	54.2%	45.8%	1,486	1,254
146	Utility Services	543	7,500	0	7,500	Salaries	54.2%	45.8%	4,067	3,433
147	Rentals and Leases	544	31,500	0	31,500	Salaries	54.2%	45.8%	17,080	14,420
148	Insurance	545	15,899	0	15,899	Salaries	54.2%	45.8%	8,621	7,278
149	Repair and Maintenance	546	6,500	0	6,500	Salaries	54.2%	45.8%	3,524	2,976
150	Printing and Binding	547	0	0	0	Salaries	54.2%	45.8%	0	0
151	Other Current Charges	549	10,220	0	10,220	Salaries	54.2%	45.8%	5,542	4,678
152	Vehicle Leases	550	13,200	0	13,200	Salaries	54.2%	45.8%	7,157	6,043
153	Office Supplies	551	0	0	0	Salaries	54.2%	45.8%	0	0
154	Operating Supplies	552	31,775	0	31,775	Salaries	54.2%	45.8%	17,229	14,546
155	Road Materials / Supplies	553	0	0	0	Salaries	54.2%	45.8%	0	0
156	Publications / Memberships / Training	554	6,100	0	6,100	Salaries	54.2%	45.8%	3,308	2,792
157	Promotional Materials	548	0	0	0	Salaries	54.2%	45.8%	0	0
158	Total Operating Services		$236,484	$0	$236,484				$128,228	$108,256
	Capital Outlay									
159	Buildings	562	$0	$0 [3]	$0	Salaries	54.2%	45.8%	$0	$0
160	Infrastructure	563	0	0 [3]	0	Salaries	54.2%	45.8%	0	0
161	Machinery & Equipment	564	4,000	(4,000) [3]	0	Salaries	54.2%	45.8%	0	0
162	Total Capital Outlay		$4,000	($4,000)	$0				$0	$0
163	**Total Water and Wastewater General Government**		$1,080,599	($4,000)	$1,076,599				$583,761	$492,838

Table 7
City of Stuart
Updated Water and Wastewater Financial Forecast

Adopted Fiscal Year 2020 Budget and Allocation of Operating Expenses to Individual Systems

Line No.	Description	Codes	Budget 2020 [1]	Adjustments	Adjusted 2020	Basis	Allocation Percentages [2] Water	Allocation Percentages [2] Wastewater	Adjusted 2020 Water	Adjusted 2020 Wastewater
	Debt Service (1660)									
164	Principal		$1,459,445	($1,459,445) [4]	$0	Salaries	54.2%	45.8%	$0	$0
165	Interest		775,600	(775,600) [4]	0	Salaries	54.2%	45.8%	0	0
166	Other Debt Service Costs		237,040	(237,040) [4]	0	Salaries	54.2%	45.8%	0	0
167	**Total Debt Service**		$2,472,085	($2,472,085)	$0				$0	$0
	Non - Departmental (1690)									
168	Transfers (Indirect Cost Allocation) - Net		$273,523	$0	$273,523	Salaries	54.2%	45.8%	$148,312	$125,211
169	Other Non-operating Uses - Life / Health Insurance & Other		94,536	0	94,536	Salaries	54.2%	45.8%	51,260	43,276
170	Intragovernmental Transfers		760,571	(760,571)	0	Salaries	54.2%	45.8%	0	0
171	Transfer to Retained Earnings		1,086,484	(1,086,484)	0	Salaries	54.2%	45.8%	0	0
172	**Total Non - Departmental**		$2,215,114	($1,847,055)	$368,059				$199,572	$168,487
173	**Total System**		$19,608,479	($11,851,540)	$7,756,939				$4,383,443	$3,373,496

Footnotes:

[1] Based on budgeted figures for the Fiscal Year Ending September 30, 2020.

[2] Allocations based on operating information obtained from the budget, historical operating records and other information provided by the City.

[3] Amounts, if any, reflect reductions in the operating budget for capital expenditures shown in Table 11.

[4] Amounts reflect reductions in the operating budget for debt service payments associated with long-term debt. Such amounts are reflected in Table 12 of this report.

Table 8
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Water Operating Expenses

Line No.	Description	Admin Code	Ops Code	Budget [1] 2019	Budget [2] 2020	Escalation Reference	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024
	Water Plant									
	Personnel Costs									
1	Salaries - Regular	27	16	$489,283	$503,961	Labor	$514,040	$524,321	$534,807	$545,504
2	Salaries - Overtime	27	16	24,800	25,000	Labor	25,500	26,010	26,530	27,061
3	Salaries - Part-time	27	16	0	0	Labor	0	0	0	0
4	Salaries - Longevity	27	16	0	0	Labor	0	0	0	0
5	Salaries - Special Pay	27	16	4,200	4,200	Labor	4,284	4,370	4,457	4,546
6	FICA Taxes	27	17	39,649	40,787	Labor	41,603	42,435	43,283	44,149
7	Retirement Contribution	27	17	39,091	42,838	Labor	43,695	44,569	45,460	46,369
8	Insurance - Life & Health	27	17	105,282	130,584	Ins-Health	138,419	146,724	155,528	164,859
9	Workers Compensation	27	17	16,734	17,487	Worker Comp	18,012	18,552	19,109	19,682
10	Unemployment Compensation	27	17	0	0	Labor	0	0	0	0
11	Total Personnel Costs			$719,039	$764,857		$785,552	$806,980	$829,174	$852,170
	Operating Services									
12	Professional Services	33	24	$104,964	$30,000	Inflation	$30,750	$31,519	$32,307	$33,082
13	Other Contractual Services	33	24	281,329	265,950	Inflation	272,599	279,414	286,399	293,273
14	Travel and Per Diem	34	25	1,650	3,260	Inflation	3,342	3,425	3,511	3,595
15	Communications / Freight	31	18	4,800	5,250	Inflation	5,381	5,516	5,654	5,789
16	Utility Services	28	18	242,415	236,000	Utility-W	248,321	261,285	274,924	289,273
17	Rentals and Leases	28	25	30,064	31,064	Inflation	31,841	32,637	33,453	34,255
18	Insurance	30	30	18,552	19,975	Ins-Property	20,574	21,191	21,827	22,482
19	Repair and Maintenance	28	21	434,437	662,500	Repair	682,375	702,846	723,932	745,650
20	Printing and Binding	31	25	0	0	Inflation	0	0	0	0
21	Other Current Charges	34	25	43,600	37,400	Inflation	38,335	39,293	40,276	41,242
22	Vehicle Leases	34	25	0	38,400	Inflation	39,360	40,344	41,353	42,345
22	Office Supplies	29	21	0	0	Inflation	0	0	0	0
23	Operating Supplies	29	19	343,022	299,805	Water Flow	307,947	316,308	324,895	333,388
24	Publications / Memberships / Training	34	25	6,320	7,240	Inflation	7,421	7,607	7,797	7,984
25	Promotional Activities	31	25	0	0	Inflation	0	0	0	0
26	Total Operating Services			$1,511,153	$1,636,844		$1,688,245	$1,741,384	$1,796,325	$1,852,359
27	**Total Water Plant**			$2,230,192	$2,401,701		$2,473,798	$2,548,365	$2,625,500	$2,704,529
	Distribution and Collection									
	Personnel Costs									
28	Salaries - Regular	27	16	$274,745	$331,620	Labor	$338,252	$345,017	$351,917	$358,956
29	Salaries - Overtime	27	16	33,176	34,452	Labor	35,141	35,844	36,561	37,292
30	Salaries - Part-time	27	16	0	0	Labor	0	0	0	0
31	Salaries - Longevity	27	16	0	0	Labor	0	0	0	0
32	Salaries - Special Pay	27	16	4,708	4,402	Labor	4,490	4,580	4,672	4,765
33	FICA Taxes	27	17	21,378	28,341	Labor	28,908	29,486	30,076	30,677
34	Retirement Contribution	27	17	22,979	28,299	Labor	28,865	29,442	30,031	30,632
35	Insurance - Life & Health	27	17	66,959	101,486	Ins-Health	107,575	114,030	120,871	128,124
36	Workers Compensation	27	17	10,273	10,736	Worker Comp	11,058	11,389	11,731	12,083
37	Unemployment Compensation	27	17	0	0	Labor	0	0	0	0
38	Total Personnel Costs			$434,218	$539,336		$554,289	$569,789	$585,860	$602,529
	Operating Services									
39	Professional Services	33	24	$4,651	$3,190	Inflation	$3,270	$3,351	$3,435	$3,518
40	Other Contractual Services	33	24	20,671	20,033	Inflation	20,534	21,047	21,574	22,091
41	Travel and Per Diem	34	25	1,148	2,105	Inflation	2,158	2,212	2,267	2,322
42	Communications / Freight	31	18	3,700	3,924	Inflation	4,022	4,122	4,225	4,327
43	Utility Services	28	18	14,929	9,570	Utility-W	10,070	10,595	11,148	11,730
44	Rentals and Leases	28	25	319	638	Inflation	654	670	687	704
45	Insurance	30	30	22,205	23,204	Ins-Property	23,900	24,617	25,356	26,116
46	Repair and Maintenance	28	21	177,434	178,640	Repair	183,999	189,519	195,205	201,061
47	Printing and Binding	31	25	0	0	Inflation	0	0	0	0
48	Other Current Charges	34	25	1,659	1,978	Inflation	2,027	2,078	2,130	2,181
49	Vehicle Leases	34	25	0	26,030	Inflation	26,681	27,348	28,032	28,705
49	Office Supplies	29	21	0	0	Inflation	0	0	0	0
50	Operating Supplies	29	19	32,264	36,650	Water Flow	37,645	38,667	39,717	40,755
51	Road Materials / Supplies	34	21	0	0	Inflation	0	0	0	0
52	Publications / Memberships / Training	34	25	2,807	3,592	Inflation	3,682	3,774	3,868	3,961
53	Promotional Activities	31	25	0	0	Inflation	0	0	0	0
54	Total Operating Services			$281,788	$309,554		$318,642	$328,002	$337,644	$347,471
55	**Total Distribution and Collection**			$716,006	$848,890		$872,931	$897,791	$923,504	$950,000

Table 8
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Water Operating Expenses

Line No.	Description	Admin Code	Ops Code	Budget [1] 2019	Budget [2] 2020	Escalation Reference	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024
	Utility Customer Service									
	Personnel Costs									
56	Salaries - Regular	27	16	$134,137	$156,128	Labor	$159,251	$162,436	$165,685	$168,998
57	Salaries - Overtime	27	16	4,833	6,318	Labor	6,444	6,573	6,704	6,838
58	Salaries - Part-time	27	16	9,476	0	Labor	0	0	0	0
59	Salaries - Longevity	27	16	0	0	Labor	0	0	0	0
60	Salaries - Special Pay	27	16	4,245	2,729	Labor	2,784	2,839	2,896	2,954
61	FICA Taxes	27	17	11,681	12,636	Labor	12,889	13,146	13,409	13,677
62	Retirement Contribution	27	17	12,309	13,110	Labor	13,372	13,640	13,913	14,191
63	Insurance - Life & Health	27	17	17,847	17,777	Ins-Health	18,844	19,974	21,173	22,443
64	Workers Compensation	27	17	204	214	Worker Comp	220	227	233	240
65	Unemployment Compensation	27	17	0	0	Labor	0	0	0	0
66	Total Personnel Costs			$194,732	$208,912		$213,803	$218,835	$224,013	$229,343
	Operating Services									
67	Professional Services	33	24	$1,586	$0	Inflation	$0	$0	$0	$0
68	Accounting and Auditing	33	24	0	0	Inflation	0	0	0	0
69	Other Contractual Services	33	24	45,897	14,846	Inflation	15,217	15,598	15,988	16,372
70	Travel and Per Diem	34	25	2,274	2,274	Inflation	2,331	2,389	2,449	2,508
71	Communications / Freight	31	18	26,344	27,166	Cust-Water	28,151	29,168	30,218	31,273
72	Utility Services	28	18	1,264	1,264	Utility	1,327	1,393	1,463	1,536
73	Rentals and Leases	28	25	646	646	Inflation	662	679	696	713
74	Insurance	30	30	1,643	1,717	Ins-Property	1,769	1,822	1,876	1,933
75	Repair and Maintenance	28	21	6,160	1,579	Repair	1,627	1,676	1,726	1,778
76	Printing and Binding	31	25	0	0	Cust-Water	0	0	0	0
77	Other Current Charges	34	25	69,620	61,975	Cust-Water	64,223	66,543	68,940	71,345
78	Vehicle Leases	34	25	0	3,273	Inflation	3,354	3,438	3,524	3,609
78	Office Supplies	29	21	0	0	Cust-Water	0	0	0	0
79	Operating Supplies	29	19	21,447	21,224	Cust-Water	21,993	22,788	23,609	24,433
80	Publications / Memberships / Training	34	25	4,422	4,643	Inflation	4,760	4,878	5,000	5,120
81	Promotional Activities	31	25	0	0	Inflation	0	0	0	0
82	Total Operating Services			$181,303	$140,608		$145,414	$150,373	$155,490	$160,618
83	**Total Utility Customer Service**			$376,035	$349,520		$359,217	$369,208	$379,503	$389,961
	Water and Wastewater General Government									
	Personnel Costs									
84	Salaries - Regular	27	16	$284,786	$327,523	Labor	$334,073	$340,755	$347,570	$354,521
85	Salaries - Overtime	27	16	545	542	Labor	553	564	575	587
86	Salaries - Part-time	27	16	0	0	Labor	0	0	0	0
87	Salaries - Longevity	27	16	0	0	Labor	0	0	0	0
88	Salaries - Special Pay	27	16	2,473	2,212	Labor	2,257	2,302	2,348	2,395
89	FICA Taxes	27	17	22,017	25,266	Labor	25,771	26,287	26,813	27,349
90	Retirement Contribution	27	17	23,568	31,429	Labor	32,057	32,698	33,352	34,019
91	Insurance - Life & Health	27	17	56,168	65,459	Ins-Health	69,386	73,549	77,962	82,640
92	Workers Compensation	27	17	2,969	3,102	Worker Comp	3,195	3,291	3,390	3,491
93	Unemployment Compensation	27	17	0	0	Labor	0	0	0	0
94	Total Personnel Costs			$392,524	$455,533		$467,293	$479,446	$492,010	$505,003
	Operating Services									
95	Professional Services	33	24	$102,298	$48,800	Inflation	$50,020	$51,271	$52,553	$53,814
96	Other Contractual Services	33	24	8,609	5,883	Inflation	6,030	6,181	6,336	6,488
97	Travel and Per Diem	34	25	3,253	5,531	Inflation	5,669	5,811	5,956	6,099
98	Communications / Freight	31	18	1,681	1,486	Inflation	1,523	1,561	1,600	1,638
99	Utility Services	28	18	3,145	4,067	Utility	4,270	4,484	4,708	4,943
100	Rentals and Leases	28	25	27,639	17,080	Inflation	17,507	17,945	18,393	18,835
101	Insurance	30	30	8,249	8,621	Ins-Property	8,879	9,146	9,420	9,703
102	Repair and Maintenance	28	21	4,189	3,524	Repair	3,630	3,739	3,851	3,967
103	Printing and Binding	31	25	0	0	Inflation	0	0	0	0
104	Other Current Charges	34	25	2,788	5,542	Inflation	5,680	5,822	5,968	6,111
105	Vehicle Leases	34	25	0	7,157	Inflation	7,336	7,520	7,708	7,893
105	Office Supplies	29	21	0	0	Inflation	0	0	0	0
106	Operating Supplies	29	19	12,052	17,229	Inflation	17,660	18,101	18,554	18,999
107	Road Materials / Supplies	31	25	0	0	Inflation	0	0	0	0
108	Publications / Memberships / Training	31	25	2,548	3,308	Inflation	3,390	3,475	3,562	3,647
108	Promotional Activities	34	25	0	0	Inflation	0	0	0	0
109	Total Operating Services			$176,452	$128,228		$131,596	$135,055	$138,608	$142,137
110	**Total Water and Wastewater General Government**			$568,977	$583,761		$598,889	$614,502	$630,618	$647,140

Table 8
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Water Operating Expenses

Line No.	Description	Admin Code	Ops Code	Budget [1] 2019	Budget [2] 2020	Escalation Reference	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024
	Non - Departmental									
111	Transfers (Indirect Cost Allocation) - Net	39	39	$127,364	$148,312	Labor	$151,278	$154,303	$157,389	$160,537
112	Other Non-operating Uses	34	25	6,666	51,260	Ins-Health	54,336	57,596	61,051	64,715
113	Other Costs			0	0	Constant	0	0	0	0
114	**Total Non - Departmental**			$134,030	$199,572		$205,613	$211,899	$218,441	$225,252
	Additional Charges									
115	Additional Operating Costs [3]	28	18	$0	$0	Calculated	$0	$0	$484,000	$499,000
116	Additional Salaries [4]	28	18	0	0	Calculated	0	0	0	0
117	Additional Savings [5]	28	18	0	0	Calculated	0	0	(209,000)	(215,000)
118	Bad Debt Expense			0	0	Calculated	0	0	0	0
119	**Total Additional Charges**			$0	$0		$0	$0	$275,000	$284,000
120	**Total System**			$4,025,239	$4,383,443		$4,510,448	$4,641,764	$5,052,566	$5,200,880

Footnotes:

[1] Amounts derived from Table 6 as allocated to the water system.

[2] Amounts derived from Table 7 as allocated to the water system.

[3] Based on discussions with the City and amounts provided by the City's Consulting Engineer, which were adjusted for inflation. Estimated costs assumed to be incurred beginning October 1, 2022.

[4] No new personnel costs were assumed. One additional position will be required, but based on discussions with City staff, the proposed position will be funded through attrition.

[5] Savings based on the average incremental cost associated with 1.0 MGD beginning October 1, 2022, which was adjusted for inflation.

Table 9
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Wastewater Operating Expenses

Line No.	Description	Admin Code	Ops Code	Budget [1] 2019	Budget [2] 2020	Escalation Reference	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024
	Wastewater Plant									
	Personnel Costs									
1	Salaries - Regular	27	16	$507,457	$523,287	Labor	$533,753	$544,428	$555,316	$566,423
2	Salaries - Overtime	27	16	52,000	52,000	Labor	53,040	54,101	55,183	56,286
3	Salaries - Part-time	27	16	0	0	Labor	0	0	0	0
4	Salaries - Longevity	27	16	0	0	Labor	0	0	0	0
5	Salaries - Special Pay	27	16	4,560	5,460	Labor	5,569	5,681	5,794	5,910
6	FICA Taxes	27	17	43,147	44,427	Labor	45,316	46,222	47,146	48,089
7	Retirement Contribution	27	17	46,335	44,526	Labor	45,417	46,325	47,251	48,196
8	Insurance - Life & Health	27	17	136,998	104,210	Ins-Health	110,463	117,090	124,116	131,563
9	Workers Compensation	27	17	14,406	15,054	Worker Comp	15,506	15,971	16,450	16,943
10	Unemployment Compensation	27	17	0	0	Labor	0	0	0	0
11	Total Personnel Costs			$804,903	$788,964		$809,062	$829,817	$851,257	$873,411
	Operating Services									
12	Professional Services	33	24	$21,318	$120,000	Inflation	$123,000	$126,075	$129,227	$132,328
13	Other Contractual Services	33	24	131,179	279,475	Inflation	286,462	293,623	300,964	308,187
14	Travel and Per Diem	34	25	4,340	140	Inflation	144	147	151	154
15	Communications / Freight	31	18	6,530	6,130	Inflation	6,283	6,440	6,601	6,760
16	Utility Services	28	18	422,000	378,000	Utility-S	403,350	430,290	458,916	489,329
17	Rentals and Leases	28	25	44,500	46,500	Inflation	47,663	48,854	50,075	51,277
18	Insurance	30	30	23,108	24,596	Ins-Property	25,334	26,094	26,877	27,683
19	Repair and Maintenance	28	21	307,384	269,000	Repair	277,070	285,382	293,944	302,762
20	Printing and Binding	31	25	0	0	Inflation	0	0	0	0
21	Other Current Charges	34	25	9,500	26,600	Inflation	27,265	27,947	28,645	29,333
22	Vehicle Leases	34	25	0	7,200	Inflation	7,380	7,565	7,754	7,940
22	Office Supplies	29	21	0	0	Inflation	0	0	0	0
23	Operating Supplies	29	19	92,598	77,597	Sewer Flow	80,830	84,175	87,638	91,131
24	Publications / Memberships / Training	34	25	3,700	2,580	Inflation	2,645	2,711	2,778	2,845
25	Promotional Activities	31	25	0	0	Inflation	0	0	0	0
26	Total Operating Services			$1,066,158	$1,237,818		$1,287,424	$1,339,303	$1,393,570	$1,449,729
27	**Total Wastewater Plant**			$1,871,061	$2,026,782		$2,096,486	$2,169,120	$2,244,826	$2,323,140
	Distribution and Collection									
	Personnel Costs									
28	Salaries - Regular	27	16	$155,890	$188,160	Labor	$191,924	$195,762	$199,677	$203,671
29	Salaries - Overtime	27	16	18,824	19,548	Labor	19,939	20,338	20,744	21,159
30	Salaries - Part-time	27	16	0	0	Labor	0	0	0	0
31	Salaries - Longevity	27	16	0	0	Labor	0	0	0	0
32	Salaries - Special Pay	27	16	2,672	2,498	Labor	2,548	2,599	2,651	2,704
33	FICA Taxes	27	17	12,130	16,081	Labor	16,402	16,730	17,065	17,406
34	Retirement Contribution	27	17	13,038	16,057	Labor	16,378	16,706	17,040	17,380
35	Insurance - Life & Health	27	17	37,992	57,583	Ins-Health	61,038	64,700	68,582	72,697
36	Workers Compensation	27	17	5,829	6,091	Worker Comp	6,274	6,462	6,656	6,856
37	Unemployment Compensation	27	17	0	0	Labor	0	0	0	0
38	Total Personnel Costs			$246,375	$306,018		$314,503	$323,297	$332,416	$341,874
	Operating Services									
39	Professional Services	33	24	$2,639	$1,810	Inflation	$1,855	$1,902	$1,949	$1,996
40	Other Contractual Services	33	24	11,729	11,367	Inflation	11,651	11,942	12,241	12,535
41	Travel and Per Diem	34	25	652	1,195	Inflation	1,224	1,255	1,286	1,317
42	Communications / Freight	31	18	2,100	2,226	Inflation	2,282	2,339	2,397	2,455
43	Utility Services	28	18	8,471	5,430	Utility-S	5,794	6,181	6,592	7,029
44	Rentals and Leases	28	25	181	362	Inflation	371	380	390	399
45	Insurance	30	30	12,599	13,166	Ins-Property	13,561	13,968	14,387	14,818
46	Repair and Maintenance	28	21	100,676	101,360	Repair	104,401	107,533	110,759	114,082
47	Printing and Binding	31	25	0	0	Inflation	0	0	0	0
48	Other Current Charges	34	25	941	1,122	Inflation	1,150	1,179	1,208	1,237
49	Vehicle Leases	34	25	0	14,770	Inflation	15,139	15,517	15,905	16,287
49	Office Supplies	29	21	0	0	Inflation	0	0	0	0
50	Operating Supplies	29	19	18,306	20,795	Sewer Flow	21,661	22,558	23,486	24,422
51	Road Materials / Supplies	34	21	0	0	Inflation	0	0	0	0
52	Publications / Memberships / Training	34	25	1,593	2,038	Inflation	2,089	2,141	2,195	2,247
53	Promotional Activities	31	25	0	0	Inflation	0	0	0	0
54	Total Operating Services			$159,886	$175,641		$181,179	$186,896	$192,796	$198,825
55	**Total Distribution and Collection**			$406,260	$481,659		$495,682	$510,193	$525,212	$540,699
	Utility Customer Service									
	Personnel Costs									
56	Salaries - Regular	27	16	$78,186	$91,005	Labor	$92,825	$94,681	$96,575	$98,506
57	Salaries - Overtime	27	16	2,817	3,682	Labor	3,756	3,831	3,908	3,986
58	Salaries - Part-time	27	16	5,524	0	Labor	0	0	0	0
59	Salaries - Longevity	27	16	0	0	Labor	0	0	0	0
60	Salaries - Special Pay	27	16	2,475	1,591	Labor	1,623	1,655	1,688	1,722
61	FICA Taxes	27	17	6,808	7,365	Labor	7,513	7,663	7,816	7,972
62	Retirement Contribution	27	17	7,174	7,642	Labor	7,795	7,950	8,109	8,272
63	Insurance - Life & Health	27	17	10,403	10,362	Ins-Health	10,984	11,643	12,341	13,082
64	Workers Compensation	27	17	119	124	Worker Comp	128	132	136	140
65	Unemployment Compensation	27	17	0	0	Labor	0	0	0	0

Table 9
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Wastewater Operating Expenses

Line No.	Description	Admin Code	Ops Code	Budget [1] 2019	Budget [2] 2020	Escalation Reference	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024
66	Total Personnel Costs			$113,506	$121,771		$124,622	$127,556	$130,574	$133,680
	Operating Services									
67	Professional Services	33	24	$924	$0	Inflation	$0	$0	$0	$0
68	Accounting and Auditing	33	24	0	0	Inflation	0	0	0	0
69	Other Contractual Services	33	24	26,753	8,654	Inflation	8,870	9,092	9,319	9,543
70	Travel and Per Diem	34	25	1,326	1,326	Inflation	1,359	1,393	1,428	1,462
71	Communications / Freight	31	18	15,356	15,834	Cust-Water	16,409	17,001	17,614	18,228
72	Utility Services	28	18	736	736	Utility	773	812	853	895
73	Rentals and Leases	28	25	377	377	Inflation	386	396	406	415
74	Insurance	30	30	958	1,001	Ins-Property	1,031	1,062	1,094	1,127
75	Repair and Maintenance	28	21	3,590	921	Repair	948	977	1,006	1,036
76	Printing and Binding	31	25	0	0	Cust-Sewer	0	0	0	0
77	Other Current Charges	34	25	40,580	36,125	Cust-Sewer	39,482	42,986	46,640	50,400
78	Vehicle Leases	34	25	0	1,907	Inflation	1,955	2,004	2,054	2,103
78	Office Supplies	29	21	0	0	Cust-Sewer	0	0	0	0
79	Operating Supplies	29	19	12,501	12,371	Cust-Sewer	13,521	14,721	15,972	17,260
80	Publications / Memberships / Training	34	25	2,578	2,707	Inflation	2,774	2,844	2,915	2,985
81	Promotional Activities	31	25	0	0	Inflation	0	0	0	0
82	Total Operating Services			$105,679	$81,958		$87,509	$93,286	$99,299	$105,454
83	**Total Utility Customer Service**			$219,185	$203,729		$212,131	$220,842	$229,872	$239,134
	Water and Wastewater General Government									
	Personnel Costs									
84	Salaries - Regular	27	16	$240,429	$276,510	Labor	$282,040	$287,681	$293,435	$299,303
85	Salaries - Overtime	27	16	460	458	Labor	467	476	486	496
86	Salaries - Part-time	27	16	0	0	Labor	0	0	0	0
87	Salaries - Longevity	27	16	0	0	Labor	0	0	0	0
88	Salaries - Special Pay	27	16	2,087	1,868	Labor	1,905	1,943	1,982	2,022
89	FICA Taxes	27	17	18,587	21,331	Labor	21,757	22,193	22,636	23,089
90	Retirement Contribution	27	17	19,897	26,533	Labor	27,064	27,605	28,157	28,721
91	Insurance - Life & Health	27	17	47,419	55,263	Ins-Health	58,579	62,094	65,819	69,769
92	Workers Compensation	27	17	2,506	2,619	Worker Comp	2,697	2,778	2,862	2,948
93	Unemployment Compensation	27	17	0	0	Labor	0	0	0	0
94	Total Personnel Costs			$331,387	$384,582		$394,510	$404,771	$415,378	$426,347
	Operating Services									
95	Professional Services	33	24	$86,365	$41,200	Inflation	$42,230	$43,285	$44,367	$45,432
96	Other Contractual Services	33	24	7,268	4,967	Inflation	5,091	5,218	5,349	5,477
97	Travel and Per Diem	34	25	2,747	4,669	Inflation	4,786	4,906	5,028	5,149
98	Communications / Freight	31	18	1,419	1,254	Inflation	1,286	1,318	1,351	1,383
99	Utility Services	28	18	2,655	3,433	Utility	3,605	3,785	3,974	4,173
100	Rentals and Leases	28	25	23,335	14,420	Inflation	14,780	15,150	15,529	15,901
101	Insurance	30	30	6,965	7,278	Ins-Property	7,496	7,721	7,953	8,192
102	Repair and Maintenance	28	21	3,536	2,976	Repair	3,065	3,157	3,251	3,349
103	Printing and Binding	31	25	0	0	Inflation	0	0	0	0
104	Other Current Charges	34	25	2,354	4,678	Inflation	4,795	4,915	5,038	5,159
105	Vehicle Leases	34	25	0	6,043	Inflation	6,194	6,349	6,507	6,663
105	Office Supplies	29	21	0	0	Inflation	0	0	0	0
106	Operating Supplies	29	19	10,175	14,546	Inflation	14,909	15,282	15,664	16,040
107	Road Materials / Supplies	31	25	0	0	Inflation	0	0	0	0
108	Publications / Memberships / Training	34	25	2,152	2,792	Inflation	2,862	2,934	3,007	3,079
109	Promotional Activities	31	25	0	0	Inflation	0	0	0	0
110	Total Operating Services			$148,969	$108,256		$111,099	$114,020	$117,019	$119,998
111	**Total Water and Wastewater General Government**			$480,356	$492,838		$505,610	$518,791	$532,397	$546,345
	Non - Departmental									
112	Transfers (Indirect Cost Allocation) - Net	39	39	$107,526	$125,211	Labor	$127,716	$130,270	$132,875	$135,533
113	Other Non-operating Uses	34	25	5,628	43,276	Ins-Health	45,873	48,625	51,542	54,635
114	Other Costs			0	0	Constant	0	0	0	0

Projected Wastewater Operating Expenses

Line No.	Description	Admin Code	Ops Code	Budget [1] 2019	Budget [2] 2020	Escalation Reference	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024
115	**Total Non - Departmental**			$113,154	$168,487		$173,588	$178,895	$184,418	$190,168
	Additional Charges									
116	Additional Personnel Costs			$0	$0	Input	$0	$0	$0	$0
117	Additional Operating Costs			0	0	Calculated	0	0	0	0
118	Additional Maintenance Costs			0	0	Calculated	0	0	0	0
119	Bad Debt Expense			0	0	Calculated	0	0	0	0
120	**Total Additional Charges**			$0	$0		$0	$0	$0	$0
121	**Total System**			$3,090,017	$3,373,496		$3,483,498	$3,597,840	$3,716,725	$3,839,487

Footnotes:

[1] Amounts derived from Table 6 as allocated to the wastewater system.

[2] Amounts derived from Table 7 as allocated to the wastewater system.

Table 10
City of Stuart
Updated Water and Wastewater Financial Forecast

Summary of Projected Expense Escalation Factors

Line No.	Description	Escalation Reference	Projected Fiscal Year Ending September 30, 2021	2022	2023	2024
1	Constant	Constant	1.0000	1.0000	1.0000	1.0000
2	General Inflation (CPI Index)	Inflation	1.0250	1.0250	1.0250	1.0240
3	Labor Escalator	Labor	1.0200	1.0200	1.0200	1.0200
4	Customer Acct. Growth + Inflation (Water)	Cust-Water	1.0363	1.0361	1.0360	1.0349
5	Customer Acct. Growth + Inflation (Sewer)	Cust-Sewer	1.0930	1.0887	1.0850	1.0806
6	Rate Revenue - Water	Water Rev	1.0028	1.0028	1.0028	1.0028
7	Rate Revenue - Sewer	Sewer Rev	1.0151	1.0149	1.0147	1.0145
8	Flow Growth + Inflation (Water)	Water Flow	1.0272	1.0272	1.0271	1.0261
9	Flow Growth + Inflation (Sewer)	Sewer Flow	1.0417	1.0414	1.0411	1.0399
10	Utility Costs	Utility	1.0500	1.0500	1.0500	1.0500
11	Flow Growth + Inflation (Water)	Utility-W	1.0522	1.0522	1.0522	1.0522
12	Flow Growth + Inflation (Sewer)	Utility-S	1.0671	1.0668	1.0665	1.0663
13	Life/Health/Disability Insurance Escalator	Ins-Health	1.0600	1.0600	1.0600	1.0600
14	Workers Compensation	Worker Comp	1.0300	1.0300	1.0300	1.0300
15	Property Insurance Escalator	Ins-Property	1.0300	1.0300	1.0300	1.0300
16	Repair and Maintenance	Repair	1.0300	1.0300	1.0300	1.0300
17	Marginal Escalator	Margin	1.0010	1.0010	1.0010	1.0010
18	Auto/Equipment User Charge Allocation	Auto Exp	1.0000	1.0000	1.0000	1.0000

Table 11
City of Stuart
Updated Water and Wastewater Financial Forecast

Five Year Estimated Capital Funding Program

Line No.	Description	Ref	Funding Source	For the Fiscal Years Ending September 30, Future Dollars [1] 2019	2020	2021	2022	2023	2024	Total
	Cumulative Inflation Factor ===>			1.000	1.000	1.030	1.061	1.093	1.126	
	SYSTEM CAPITAL COSTS									
	Water System									
	Water Treatment and Supply									
1	Anion Exchange: GAC - All 24 Wells - 2 of 2 (SRF Loan)	PWP351	DW430420	$1,575,000	$0	$0	$0	$0	$0	$1,575,000
2	Anion Exchange: GAC - All 24 Wells - 1 of 2 (20% Debt Forgiveness)	N/A	Grant	0	0	0	0	0	0	0
3	R.O. Project Phase 1 - Engineering and Design - 1 of 3	PWP326	DW430430	0	492,000	0	0	0	0	492,000
4	R.O. Project Phase 1 - Engineering and Design - 2 of 3	PWP326	Grant	0	250,000	0	0	0	0	250,000
5	R.O. Project Phase 1 - Engineering and Design - 3 of 3	PWP326	WAF	0	678,000	0	0	0	0	678,000
6	R.O. Project Phase 1 - Construction	20032602	Debt2	0	0	5,530,000	7,260,000	0	0	12,790,000
7	Floridan Aquifer Test Well FA-1	20032601	DW430431	0	2,340,000	0	0	0	0	2,340,000
8	Chlorine Dioxide Feed System	PWP403	WREV1	115,000	0	0	0	0	0	115,000
9	Buildings	N/A	WREV1	70,000	0	0	0	0	0	70,000
10	Infrastructure	N/A	WREV1	24,000	0	0	0	0	0	24,000
11	Machinery and Equipment - Flouride Feed Pump Replacement	N/A	WREV1	30,000	0	0	0	0	0	30,000
12	Machinery and Equipment	N/A	WREV1	26,000	18,000	0	0	0	0	44,000
13	Monterey Road Subdivision Water Main Improvements - 1 of 2	N/A	Grant	0	327,800	0	0	0	0	327,800
14	Monterey Road Subdivision Water Main Improvements - 2 of 2	N/A	Debt1	0	635,835	0	0	0	0	635,835
15	Addd8	N/A	RR	0	0	0	0	0	0	0
16	Addd9	N/A	RR	0	0	0	0	0	0	0
17	Addd10	N/A	RR	0	0	0	0	0	0	0
18	Renewal and Replacement Fund (Above Budget)	0	RR	0	0	206,000	212,000	219,000	225,000	862,000
19	Adjustment - Debt 1	0	Debt1	0	0	0	0	0	0	0
20	Adjustment - 20% Debt Forgiveness	0	Grant	0	0	0	0	0	0	0
21	Adjustment - WAF Applied to R.O Project	0	WAF	0	0	0	0	0	0	0
22	Other Projects	0	WREV2	0	0	0	0	0	0	0
23	**Total Water Treatment and Supply**			$1,840,000	$4,741,635	$5,736,000	$7,472,000	$219,000	$225,000	$20,233,635
	Water Transmission and Distribution									
24	Developer Oversizing	PWP352	WAF	$150,000	$50,000	$0	$0	$0	$0	$200,000
25	Machinery and Equipment - 50%	0	WREV1	31,000	64,000	0	0	0	0	95,000
26	Renewal & Replacement (Above Budget)	0	RR	0	0	103,000	106,000	109,000	113,000	431,000
27	Other Projects	0	WREV2	0	0	0	0	0	0	0
28	Other Projects	0	WREV2	0	0	0	0	0	0	0
29	Other Projects	0	WREV2	0	0	0	0	0	0	0
30	**Total Water Transmission and Distribution**			$181,000	$114,000	$103,000	$106,000	$109,000	$113,000	$726,000
	Other Capital Projects									
31	Machinery and Equipment - 50%	0	WREV1	$16,000	$2,000	$0	$0	$0	$0	$18,000
32	Transfer from Fleet - 50%	0	Fleet	39,000	0	0	0	0	0	39,000
33	Transfer from Fleet - 50%	0	WREV1	(39,000)	0	0	0	0	0	(39,000)
34	Carry Forward	0	OR	56,000	0	0	0	0	0	56,000
35	Capital Outlay - Net Amount from Budget	N/A	WREV1	0	0	26,000	27,000	27,000	28,000	108,000
36	**Total Other Capital Projects**			$72,000	$2,000	$26,000	$27,000	$27,000	$28,000	$182,000
37	**Total Water System**			$2,093,000	$4,857,635	$5,865,000	$7,605,000	$355,000	$366,000	$21,141,635

Table 11
City of Stuart
Updated Water and Wastewater Financial Forecast

Five Year Estimated Capital Funding Program

Line No.	Description	Ref	Funding Source	For the Fiscal Years Ending September 30, Future Dollars [1] 2019	2020	2021	2022	2023	2024	Total
	Wastewater System									
	Water Reclamation Facility									
38	Electrical Control Building Modification	PWP272	SREV2	$0	$500,000	$0	$0	$0	$0	$500,000
39	Renewal & Replacement Fund (Above Budget)	0	RR	0	0	206,000	212,000	219,000	225,000	862,000
40	Machinery and Equipment - Turbo Blowers Replacement	N/A	RR	0	430,000	0	0	0	0	430,000
41	Machinery and Equipment - Polymer Skid Replacement	N/A	RR	25,000	0	0	0	0	0	25,000
42	Machinery and Equipment	N/A	SREV1	22,000	23,000	0	0	0	0	45,000
43	Clarifier Rehab (3)	N/A	RR	225,000	0	0	0	0	0	225,000
44	Pumps for Lift Stations	N/A	RR	70,000	70,000	0	0	0	0	140,000
45	Add3	N/A	SREV1	0	0	0	0	0	0	0
46	Add4	N/A	SREV1	0	0	0	0	0	0	0
47	Add5	N/A	SREV1	0	0	0	0	0	0	0
48	**Total Wastewater Treatment and Disposal**			$342,000	$1,023,000	$206,000	$212,000	$219,000	$225,000	$2,227,000
	Wastewater Transmission and Collection									
49	Monterey Road Force Main Replacement Willoughby to Dixie	PWP405	OR	$0	$400,000	$1,030,000	$0	$0	$0	$1,430,000
50	Stuart Middle Force Main Replacement	PWP404	OR	0	400,000	0	0	0	0	400,000
51	Dolphin Sewer Basin 1 of 2	WC-2	Grant	227,000	0	0	0	0	0	227,000
52	Dolphin Sewer Basin 2 of 2	WC-2	OR	227,000	0	0	0	0	0	227,000
53	Channel Ave. Sewer Basin 1 of 2	CRP343	CRA	95,000	0	0	0	0	0	95,000
54	Channel Ave. Sewer Basin 2 of 2	PWP112-9	OR	95,000	0	0	0	0	0	95,000
55	Basins ESTU	PWP11215	OR	0	1,208,333	241,667	0	0	0	1,450,000
56	Grinder Systems (Link to Sewer Expansion Growth Assumptions)	0	Construction	500,000	750,000	515,000	530,000	546,000	0	2,841,000
57	Grinder Systems (Link to Sewer Expansion Growth Assumptions)	0	Construction	(500,000)	(750,000)	(515,000)	(530,000)	(546,000)	0	(2,841,000)
58	Grinder Systems (Link to Sewer Expansion Growth Assumptions)	0	Construction	500,000	832,000	762,000	785,000	809,000	833,000	4,521,000
59	Machinery and Equipment - 50%	0	SREV1	31,000	64,000	0	0	0	0	95,000
60	Renewal & Replacement (Above Budget)	0	RR	0	0	103,000	106,000	109,000	113,000	431,000
61	**Total Wastewater Transmission and Collection**			$1,175,000	$2,904,333	$2,136,667	$891,000	$918,000	$946,000	$8,971,000
	Other Capital Projects									
62	Machinery and Equipment - 50%	0	SREV1	$16,000	$2,000	$0	$0	$0	$0	$18,000
63	Transfer from Fleet - 50%	0	Fleet	39,000	0	0	0	0	0	39,000
64	Transfer from Fleet - 50%	0	SREV1	(39,000)	0	0	0	0	0	(39,000)
65	Carry Forward	0	OR	31,000	0	0	0	0	0	31,000
66	Capital Outlay - Net Amount from Budget	N/A	SREV1	0	0	26,000	27,000	27,000	28,000	108,000
67	**Total Other Capital Projects**			$47,000	$2,000	$26,000	$27,000	$27,000	$28,000	$157,000
68	**Total Wastewater System**			$1,564,000	$3,929,333	$2,368,667	$1,130,000	$1,164,000	$1,199,000	$11,355,000
69	**TOTAL SYSTEM CAPITAL COSTS**			$3,657,000	$8,786,968	$8,233,667	$8,735,000	$1,519,000	$1,565,000	$32,496,635

Table 11
City of Stuart
Updated Water and Wastewater Financial Forecast

Five Year Estimated Capital Funding Program

Line No.	Description	Ref	Funding Source	For the Fiscal Years Ending September 30, Future Dollars [1] 2019	2020	2021	2022	2023	2024	Total
	FUNDING SOURCES									
70	Operating Reserves	0	OR	$409,000	$2,008,333	$1,271,667	$0	$0	$0	$3,689,000
71	Renewal and Replacement Fund	0	RR	320,000	500,000	618,000	636,000	656,000	676,000	3,406,000
72	Rate Revenue - Water System (For Ordinary Vehicles, Equipment and Other Capital Outlay)	0	WREV1	273,000	84,000	26,000	27,000	27,000	28,000	465,000
73	Rate Revenue - Water System (For all other lawful capital expenditures)	0	WREV2	0	0	0	0	0	0	0
74	Rate Revenue - Wastewater System (For Ordinary Vehicles, Equipment and Other Capital Outlay)	0	SREV1	30,000	89,000	26,000	27,000	27,000	28,000	227,000
75	Rate Revenue - Wastewater System (For all other lawful capital expenditures)	0	SREV2	0	500,000	0	0	0	0	500,000
76	Water Availability Fees	0	WAF	150,000	728,000	0	0	0	0	878,000
77	Wastewater Availability Fees	0	SAF	0	0	0	0	0	0	0
78	Grant	0	Grant	227,000	577,800	0	0	0	0	804,800
79	Special Sewer Expansion Fees	0	Sewer Expansion Fees	0	0	0	0	0	0	0
80	Sewer Expansion Construction Fund	0	Construction	500,000	832,000	762,000	785,000	809,000	833,000	4,521,000
81	Developer Contribution	0	Developer	0	0	0	0	0	0	0
82	Community Redevelopment Agency	0	CRA	95,000	0	0	0	0	0	95,000
83	Transfer from Fleet	0	Fleet	78,000	0	0	0	0	0	78,000
84	SRF DW 430420 (Water System Anion Exchange)	0	DW430420	1,575,000	0	0	0	0	0	1,575,000
85	SRF DW 430430 (Eng. & Design Water RO Phase 1)	0	DW430430	0	492,000	0	0	0	0	492,000
86	SRF DW 430431 (Construction Loan Well FA-1)	0	DW430431	0	2,340,000	0	0	0	0	2,340,000
87	Debt Proceeds (Anticipated) - Monterey Road Subdivision Water Main Improvement Project	0	Debt1	0	635,835	0	0	0	0	635,835
88	Debt Proceeds (Anticipated) - RO Construction Phase 1	0	Debt2	0	0	5,530,000	7,260,000	0	0	12,790,000
89	Debt Proceeds (Anticipated) - Future Debt Other Capital	0	Debt3	0	0	0	0	0	0	0
90	Debt Proceeds (Anticipated) - Future Debt Other Capital	0	Debt4	0	0	0	0	0	0	0
91	Debt Proceeds (Anticipated) - Future Debt Other Capital	0	Debt5	0	0	0	0	0	0	0
92	**TOTAL FUNDING SOURCES**			$3,657,000	$8,786,968	$8,233,667	$8,735,000	$1,519,000	$1,565,000	$32,496,635

Table 12
City of Stuart
Updated Water and Wastewater Financial Forecast

Existing and Projected Debt Service Allocation

Line No.	Description	Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	EXISTING DEBT SERVICE [1]						
	Series 2003 Bonds (Unrefunded)						
1	Total Annual Debt Service	$0	$0	$0	$0	$0	$0
2	Percent Allocated to Water System	51.00%	51.00%	51.00%	51.00%	51.00%	51.00%
3	Percent Allocated to Wastewater System	49.00%	49.00%	49.00%	49.00%	49.00%	49.00%
4	Amount Allocated to Water System	$0	$0	$0	$0	$0	$0
5	Amount Allocated to Wastewater System	$0	$0	$0	$0	$0	$0
	Series 2006 Refunding Notes						
6	Total Annual Debt Service	$342,426	$343,289	$343,378	$343,254	$948,090	$946,382
7	Percent Allocated to Water System	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
8	Percent Allocated to Wastewater System	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
9	Amount Allocated to Water System	$171,213	$171,645	$171,689	$171,627	$474,045	$473,191
10	Amount Allocated to Wastewater System	$171,213	$171,645	$171,689	$171,627	$474,045	$473,191
	Series 2007A Refunding Notes						
11	Total Annual Debt Service	$785,938	$785,080	$783,083	$778,883	$178,902	$179,041
12	Percent Allocated to Water System	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
13	Percent Allocated to Wastewater System	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
14	Amount Allocated to Water System	$392,969	$392,540	$391,541	$389,441	$89,451	$89,520
15	Amount Allocated to Wastewater System	$392,969	$392,540	$391,541	$389,441	$89,451	$89,520
	Series 2011 Refunding Notes						
16	Total Annual Debt Service	$379,455	$379,832	$379,025	$379,057	$379,904	$379,544
17	Percent Allocated to Water System	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
18	Percent Allocated to Wastewater System	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
19	Amount Allocated to Water System	$189,728	$189,916	$189,513	$189,528	$189,952	$189,772
20	Amount Allocated to Wastewater System	$189,728	$189,916	$189,513	$189,528	$189,952	$189,772

Table 12
City of Stuart
Updated Water and Wastewater Financial Forecast

Existing and Projected Debt Service Allocation

Line No.	Description	Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	SRF WW 430400 (Reclaimed Water Transmission Main)						
21	Total Annual Debt Service	$178,054	$178,054	$178,054	$178,054	$178,054	$178,054
22	Percent Allocated to Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
23	Percent Allocated to Wastewater System	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
24	Amount Allocated to Water System	$0	$0	$0	$0	$0	$0
25	Amount Allocated to Wastewater System	$178,054	$178,054	$178,054	$178,054	$178,054	$178,054
	SRF DW 430410 (Water Line and Meter Replacements)						
26	Total Annual Debt Service	$354,468	$354,468	$354,468	$354,468	$354,468	$354,468
27	Percent Allocated to Water System	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
28	Percent Allocated to Wastewater System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
29	Amount Allocated to Water System	$354,468	$354,468	$354,468	$354,468	$354,468	$354,468
30	Amount Allocated to Wastewater System	$0	$0	$0	$0	$0	$0
	Recent New Debt						
	SRF DW 430420 (Water System Anion Exchange)						
31	Total Annual Debt Service	$0	$106,498	$106,498	$106,498	$106,498	$106,498
32	Percent Allocated to Water System	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
33	Percent Allocated to Wastewater System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
34	Amount Allocated to Water System	$0	$106,498	$106,498	$106,498	$106,498	$106,498
35	Amount Allocated to Wastewater System	$0	$0	$0	$0	$0	$0
	SRF DW 430430 (Eng. & Design Water RO Phase 1) - Estimated						
36	Total Annual Debt Service	$0	$29,268	$87,804	$87,804	$87,804	$87,804
37	Percent Allocated to Water System	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
38	Percent Allocated to Wastewater System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
39	Amount Allocated to Water System	$0	$29,268	$87,804	$87,804	$87,804	$87,804
40	Amount Allocated to Wastewater System	$0	$0	$0	$0	$0	$0

Table 12
City of Stuart
Updated Water and Wastewater Financial Forecast

Existing and Projected Debt Service Allocation

Line No.	Description	Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	SRF DW 430431 (Construction Loan Well FA-1) - Estimated						
41	Total Annual Debt Service	$0	$0	$96,688	$96,688	$96,688	$96,688
42	Percent Allocated to Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
43	Percent Allocated to Wastewater System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
44	Amount Allocated to Water System	$0	$0	$0	$0	$0	$0
45	Amount Allocated to Wastewater System	$0	$0	$96,688	$96,688	$96,688	$96,688
	TOTAL DEBT SERVICE - EXISTING DEBT						
46	Amount Allocated to Water System	$1,108,377	$1,244,334	$1,301,513	$1,299,366	$1,302,217	$1,301,253
47	Amount Allocated to Wastewater System	931,964	932,155	1,027,485	1,025,339	1,028,190	1,027,226
48	Total Annual Debt Service	$2,040,341	$2,176,489	$2,328,998	$2,324,705	$2,330,408	$2,328,479
49	Percent Allocated to Water System	54.32%	57.17%	55.88%	55.89%	55.88%	55.88%
50	Percent Allocated to Wastewater System	45.68%	42.83%	44.12%	44.11%	44.12%	44.12%
	PROPOSED DEBT SERVICE - ADDITIONAL DEBT [2]						
	Debt Proceeds (Anticipated) - Monterey Road Subdivision Water Main Improvement Project						
51	Annual Principal Payment	$0	$0	$25,837	$26,483	$27,145	$27,824
52	Annual Interest Payment	0	0	16,500	15,854	15,192	14,513
53	Total Annual Debt Service	$0	$0	$42,337	$42,337	$42,337	$42,337
54	Percent Allocated to Water System	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
55	Percent Allocated to Wastewater System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Percent Allocated to Reclaimed Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
56	Amount Allocated to Water System	$0	$0	$42,337	$42,337	$42,337	$42,337
57	Amount Allocated to Wastewater System	0	0	0	0	0	0
	Amount Allocated to Reclaimed Water System	0	0	0	0	0	0

Table 12
City of Stuart
Updated Water and Wastewater Financial Forecast

Existing and Projected Debt Service Allocation

Line No.	Description	Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	Debt Proceeds (Anticipated) - RO Construction Phase 1						
58	Annual Principal Payment	$0	$0	$0	$0	$523,006	$536,081
59	Annual Interest Payment	0	0	0	0	334,000	320,925
60	Total Annual Debt Service	$0	$0	$0	$0	$857,006	$857,006
61	Percent Allocated to Water System	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
62	Percent Allocated to Wastewater System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Percent Allocated to Reclaimed Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
63	Amount Allocated to Water System	$0	$0	$0	$0	$857,006	$857,006
64	Amount Allocated to Wastewater System	0	0	0	0	0	0
	Amount Allocated to Reclaimed Water System	0	0	0	0	0	0
	Debt Proceeds (Anticipated) - Future Debt Other Capital						
65	Annual Principal Payment	$0	$0	$0	$0	$0	$0
66	Annual Interest Payment	0	0	0	0	0	0
67	Total Annual Debt Service	$0	$0	$0	$0	$0	$0
68	Percent Allocated to Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
69	Percent Allocated to Wastewater System	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	Percent Allocated to Reclaimed Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
70	Amount Allocated to Water System	$0	$0	$0	$0	$0	$0
71	Amount Allocated to Wastewater System	0	0	0	0	0	0
	Amount Allocated to Reclaimed Water System	0	0	0	0	0	0
	Debt Proceeds (Anticipated) - Future Debt Other Capital						
72	Annual Principal Payment	$0	$0	$0	$0	$0	$0
73	Annual Interest Payment	0	0	0	0	0	0
74	Total Annual Debt Service	$0	$0	$0	$0	$0	$0
75	Percent Allocated to Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
76	Percent Allocated to Wastewater System	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	Percent Allocated to Reclaimed Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
77	Amount Allocated to Water System	$0	$0	$0	$0	$0	$0
78	Amount Allocated to Wastewater System	0	0	0	0	0	0
	Amount Allocated to Reclaimed Water System	0	0	0	0	0	0

Table 12
City of Stuart
Updated Water and Wastewater Financial Forecast

Existing and Projected Debt Service Allocation

Line No.	Description	Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	Debt Proceeds (Anticipated) - Future Debt Other Capital						
79	Annual Principal Payment	$0	$0	$0	$0	$0	$0
80	Annual Interest Payment	0	0	0	0	0	0
81	Total Annual Debt Service	$0	$0	$0	$0	$0	$0
82	Percent Allocated to Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
83	Percent Allocated to Wastewater System	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	Percent Allocated to Reclaimed Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
84	Amount Allocated to Water System	$0	$0	$0	$0	$0	$0
85	Amount Allocated to Wastewater System	0	0	0	0	0	0
	Amount Allocated to Reclaimed Water System	0	0	0	0	0	0
	TOTAL DEBT SERVICE - PROPOSED DEBT						
86	Amount Allocated to Water System	$0	$0	$42,337	$42,337	$899,343	$899,343
87	Amount Allocated to Wastewater System	0	0	0	0	0	0
	Percent Allocated to Reclaimed Water System	0	0	0	0	0	0
88	Total Annual Debt Service	$0	$0	$42,337	$42,337	$899,343	$899,343
89	Percent Allocated to Water System	0.00%	0.00%	100.00%	100.00%	100.00%	100.00%
90	Percent Allocated to Wastewater System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Percent Allocated to Reclaimed Water System	100.00%	100.00%	0.00%	0.00%	0.00%	0.00%
	TOTAL DEBT SERVICE - EXISTING AND PROPOSED						
91	Amount Allocated to Water System	$1,108,377	$1,244,334	$1,343,850	$1,341,703	$2,201,560	$2,200,596
92	Amount Allocated to Wastewater System	931,964	932,155	1,027,485	1,025,339	1,028,190	1,027,226
	Amount Allocated to Reclaimed Water System	0	0	0	0	0	0
93	Total Annual Debt Service	$2,040,341	$2,176,489	$2,371,335	$2,367,042	$3,229,750	$3,227,822
94	Percent Allocated to Water System	54.32%	57.17%	56.67%	56.68%	68.17%	68.18%
95	Percent Allocated to Wastewater System	45.68%	42.83%	43.33%	43.32%	31.83%	31.82%
	Percent Allocated to Reclaimed Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Footnotes:

[1] Payment schedules as provided by the City.

[2] Amounts as derived from Tables 12a.

Table 12a
City of Stuart
Updated Water and Wastewater Financial Forecast

Summary of Debt Service Sizing and Payments

No.	Description	Percent	Amount
	Debt Proceeds (Anticipated) - Monterey Road Subdivision Water Main Impro		
	Projects		
1	Water	100.0%	$635,835
2	Wastewater	0.0%	0
3	Principal Forgiveness	0.0%	0
4	Other	0.0%	0
5	Other	0.0%	0
6	Other	0.0%	0
7	Total Project Cost		$635,835
8	Issuance and Surety Costs		
9	Issuance Costs (%)	2.00%	$13,200
10	Bond Insurance	0.00%	0
11	Surety Costs (%)	0.00%	0
12	Underwriters Discount	0.00%	0
13	Total Issuance Costs	2.00%	$13,200
14	Capitalized Interest - CP Used	Yes	
15	Capitalized Interest 0.0	0.0 yr	7,948
16	Debt Service Reserve Requirement	0%	-
17	Principal Amount of Bonds (Rounded)		$660,000
18	Assumed Issue Date		October 1, 2020
19	Level Debt Service Payment		
20	Term-Years		20
21	Interest Rate		2.50%
22	First Year of Bond Term (Fiscal Year)		2021
23	First Year of Amortization (Fiscal Year)		2021
24	Interest Only Periods		-
25	Issue Month (Jan=1)		10
26	Principal Payment Month (Jan=1)		10
27	Annual Payment		$42,337

Amortization

Year	Start Bal	Principal	Interest	Cap Int	Payment	End Bal
2021	660,000	25,837	16,500	0	42,337	634,163
2022	634,163	26,483	15,854	0	42,337	607,680
2023	607,680	27,145	15,192	0	42,337	580,535
2024	580,535	27,824	14,513	0	42,337	552,711
2025	552,711	28,519	13,818	0	42,337	524,192
2026	524,192	29,232	13,105	0	42,337	494,959
2027	494,959	29,963	12,374	0	42,337	464,996
2028	464,996	30,712	11,625	0	42,337	434,284
2029	434,284	31,480	10,857	0	42,337	402,804
2030	402,804	32,267	10,070	0	42,337	370,537
2031	370,537	33,074	9,263	0	42,337	337,463
2032	337,463	33,901	8,437	0	42,337	303,563
2033	303,563	34,748	7,589	0	42,337	268,815
2034	268,815	35,617	6,720	0	42,337	233,198
2035	233,198	36,507	5,830	0	42,337	196,691
2036	196,691	37,420	4,917	0	42,337	159,271
2037	159,271	38,355	3,982	0	42,337	120,916
2038	120,916	39,314	3,023	0	42,337	81,602
2039	81,602	40,297	2,040	0	42,337	41,304
2040	41,304	41,304	1,033	0	42,337	0

Do Not Delete Lines - For Amortization Purposes

28	Commercial Paper Capitalized Interest Calculation		2020	2021	2022	2023	2024
29	Beginning Balance		$ -	$ -	$ -	$ -	$ -
30	Construction Fund Draw-down (Cannot Exceed 5 Fiscal Years)		635,835	-	-	-	-
31	Interest Cost	2.50%	7,948	-	-	-	-
32	Unadjusted Ending Balance		$643,783	$ -	$ -	$ -	$ -
33	Conversion to Conventional Financing	2020	643,783	-	-	-	-
34	Ending Balance for Interest Calculation		$ -	$ -	$ -	$ -	$ -

Table 12a
City of Stuart
Updated Water and Wastewater Financial Forecast

Summary of Debt Service Sizing and Payments

No.	Description	Percent	Amount
	Debt Proceeds (Anticipated) - RO Construction Phase 1		
	Projects		
35	Water	100.0%	$12,790,000
36	Wastewater	0.0%	0
37	Other	0.0%	0
38	Other	0.0%	0
39	Other	0.0%	0
40	Other	0.0%	0
41	Total Projects		$12,790,000
42	Issuance and Surety Costs		
43	Issuance Costs (%)	2.00%	$267,200
44	Bond Insurance	0.00%	0
45	Surety Costs (%)	0.00%	0
46	Underwriters Discount	0.00%	0
47	Total Issuance Costs	2.00%	$267,200
48	Capitalized Interest - CP Used	Yes	
49	Capitalized Interest 0.0	0.0 yr	299,853
50	Debt Service Reserve Requirement		-
51	Principal Amount of Bonds (Rounded)		$13,360,000
52	Assumed Issue Date		October 1, 2022
53	Level Debt Service Payment		
54	Term-Years		20
55	Interest Rate		2.50%
56	First Year of Bond Term (Fiscal Year)		2023
57	First Year of Amortization (Fiscal Year)		2023
58	Interest Only Periods		-
59	Issue Month		10
60	Principal Payment Month		10
61	Annual Payment		$857,006

Amortization

Year	Start Bal	Principal	Interest	Cap Int	Payment	End Bal
2023	13,360,000	523,006	334,000	0	857,006	12,836,994
2024	12,836,994	536,081	320,925	0	857,006	12,300,914
2025	12,300,914	549,483	307,523	0	857,006	11,751,431
2026	11,751,431	563,220	293,786	0	857,006	11,188,211
2027	11,188,211	577,300	279,705	0	857,006	10,610,911
2028	10,610,911	591,733	265,273	0	857,006	10,019,178
2029	10,019,178	606,526	250,479	0	857,006	9,412,651
2030	9,412,651	621,689	235,316	0	857,006	8,790,962
2031	8,790,962	637,232	219,774	0	857,006	8,153,731
2032	8,153,731	653,162	203,843	0	857,006	7,500,568
2033	7,500,568	669,491	187,514	0	857,006	6,831,077
2034	6,831,077	686,229	170,777	0	857,006	6,144,848
2035	6,144,848	703,384	153,621	0	857,006	5,441,464
2036	5,441,464	720,969	136,037	0	857,006	4,720,495
2037	4,720,495	738,993	118,012	0	857,006	3,981,501
2038	3,981,501	757,468	99,538	0	857,006	3,224,033
2039	3,224,033	776,405	80,601	0	857,006	2,447,628
2040	2,447,628	795,815	61,191	0	857,006	1,651,813
2041	1,651,813	815,710	41,295	0	857,006	836,103
2042	836,103	836,103	20,903	0	857,006	0

Do Not Delete Lines - For Amortization Purposes

				2021	2022	2023	2024	2025
62	Commercial Paper Capitalized Interest Calculation							
63	Beginning Balance			$ -	$ 5,599,125	$ -	$ -	$ -
64	Construction Fund Draw-down (Cannot Exceed 5 Fiscal Years)			5,530,000	7,260,000	-	-	-
65	Interest Cost		2.50%	69,125	230,728	-	-	-
66	Unadjusted Ending Balance			$5,599,125	$13,089,853	$ -	$ -	$ -
67	Conversion to Conventional Financing	2022		-	13,089,853	-	-	-
68	Ending Balance for Interest Calculation			$ 5,599,125	$ -	$ -	$ -	$ -

Table 13
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Transfer to Renewal and Replacement Fund

Line No.	Description	Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	TRANSFER TO RENEWAL & REPLACEMENT FUND						
	Gross Revenues (Previous Year)						
	Existing Rate Revenue						
1	Water Rate Revenues	$5,930,607	$6,088,191	$6,514,364	$6,532,514	$6,550,664	$6,568,814
2	Wastewater Rate Revenues	5,147,398	5,436,712	5,681,364	5,767,419	5,853,473	5,939,528
3	Total Rate Revenues	11,078,005	11,524,903	12,195,728	12,299,933	12,404,137	12,508,342
4	Other Water Operating Revenue and Interest Income	56,531	77,044	74,061	71,314	72,243	76,734
5	Other Wastewater Operating Revenue and Interest Income	144,910	187,956	212,314	211,061	212,132	214,641
6	Total Other Income	201,440	265,000	286,375	282,375	284,375	291,375
7	Total Revenue at Existing Rates	$11,279,445	$11,789,903	$12,482,103	$12,582,308	$12,688,512	$12,799,717
8	Additional Water Rate Revenue from Rate Increases	0	0	0	130,650	264,633	402,084
9	Additional Wastewater Rate Revenue from Rate Increases	0	0	0	115,348	236,511	363,591
10	Total Gross Revenue	$11,279,445	$11,789,903	$12,482,103	$12,828,307	$13,189,657	$13,565,392
	Renewal and Replacement Fund						
11	Average Funding Requirement [1]	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
12	Minimum Funding Requirement	563,972	589,495	624,105	641,415	659,483	678,270
13	Total Deposit	$563,972	$589,495	$624,105	$641,415	$659,483	$678,270
	Allocation of Transfer to Renewal & Replacement Fund						
14	Water System Allocation	53.08%	52.29%	52.78%	52.50%	52.22%	51.95%
15	Wastewater System Allocation	46.92%	47.71%	47.22%	47.50%	47.78%	48.05%
16	Water Deposit	$299,357	$308,262	$329,421	$336,724	$344,377	$352,382
17	Average Funding Requirement [1]	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
18	Wastewater Deposit	$264,615	$281,233	$294,684	$304,691	$315,106	$325,888
19	Average Funding Requirement [1]	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
20	Estimated Ending Balance [2]	$900,000	$989,495	$995,600	$1,001,016	$1,004,498	$1,006,768

Footnotes:

[1] Transfer a minimum of five (5) percent of previous years gross revenues into the renewal and replacements fund until the minimum requirement of $1,000,000 as set forth in the bond indenture.

[2] Estimated based on a Flow of Funds Analysis.

Table 14
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Intragovernmental Transfer

Line No.	Description	Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
	INTRAGOVERNMENTAL TRANSFER						
	Gross Revenues (Current Year)						
	Existing Rate Revenue						
1	Water Rate Revenues	$6,088,191	$6,514,364	$6,532,514	$6,550,664	$6,568,814	$6,586,964
2	Wastewater Rate Revenues	5,436,712	5,681,364	5,767,419	5,853,473	5,939,528	6,025,582
3	Total Rate Revenues	11,524,903	12,195,728	12,299,933	12,404,137	12,508,342	12,612,546
4	Other Water Operating Revenue and Interest Income	77,044	74,061	71,314	72,243	76,734	77,113
5	Other Wastewater Operating Revenue and Interest Income	187,956	212,314	211,061	212,132	214,641	215,262
6	Total Other Income	265,000	286,375	282,375	284,375	291,375	292,375
7	Total Revenue at Existing Rates	$11,789,903	$12,482,103	$12,582,308	$12,688,512	$12,799,717	$12,904,921
8	Additional Water Rate Revenue from Rate Increases	0	0	130,650	264,633	402,084	543,003
9	Additional Wastewater Rate Revenue from Rate Increases	0	0	115,348	236,511	363,591	496,688
10	Total Gross Revenue	$11,789,903	$12,482,103	$12,828,307	$13,189,657	$13,565,392	$13,944,612
	Intragovernmental Transfer						
11	Average Funding Requirement	6%	6%	6%	6%	6%	6%
12	Minimum Funding Requirement	$707,394	$748,926	$769,698	$791,379	$813,924	$836,677
	Additional Deposits						
13	Transfer to CRA	0	0	0	0	0	0
14	Other Deposits	0	0	0	0	0	0
15	Total Additional Deposit Requests	0	0	0	0	0	0
16	Total Intragovernmental Transfer	$707,394	$748,926	$769,698	$791,379	$813,924	$836,677
	Allocation of Intragovernmental Transfer						
17	Water System Allocation	52.29%	52.78%	52.50%	52.22%	51.95%	51.68%
18	Wastewater System Allocation	47.71%	47.22%	47.50%	47.78%	48.05%	48.32%
19	Water Transfer	$369,914	$395,305	$404,069	$413,252	$422,858	$432,425
20	Wastewater Transfer	$337,480	$353,621	$365,629	$378,127	$391,066	$404,252

Table 15
City of Stuart
Updated Water and Wastewater Financial Forecast

Combined Revenue Requirements

Line No.	Description	Projected Fiscal Year Ending September 30, [1] 2019	2020	2021	2022	2023	2024
1	Operating Expenses	$7,115,256	$7,756,939	$7,993,946	$8,239,605	$8,769,291	$9,040,367
2	Plus Allowance for Rebate	0	0	0	0	0	0
3	Total Operating Expenses	$7,115,256	$7,756,939	$7,993,946	$8,239,605	$8,769,291	$9,040,367
	Other Revenue Requirements						
	Debt Service						
4	Existing Debt Service	$2,040,341	$2,176,489	$2,328,998	$2,324,705	$2,330,408	$2,328,479
5	Proposed Debt Service	0	0	42,337	42,337	899,343	899,343
	Less:						
6	Amount Paid by Impact Fees	(178,000)	(178,000)	(178,000)	(178,000)	(178,000)	(178,000)
7	Total Debt Service	$1,862,341	$1,998,489	$2,193,335	$2,189,042	$3,051,750	$3,049,822
8	Transfer to Renewals & Replacement Fund	$563,972	$589,495	$624,105	$641,415	$659,483	$678,270
9	Capital Funded from Rates	303,000	673,000	52,000	54,000	54,000	56,000
10	Investment in Sewer Expansion Project from Fees	452,858	949,020	801,495	558,808	661,037	763,266
11	Intragovernmental Transfers	707,394	748,926	769,698	791,379	813,924	836,677
12	Operating Reserves - Deposits to/(Uses of)	0	0	0	0	0	0
13	Total Other Revenue Requirements	$3,889,565	$4,958,930	$4,440,633	$4,234,645	$5,240,195	$5,384,035
14	Gross Revenue Requirements	$11,004,821	$12,715,869	$12,434,579	$12,474,250	$14,009,486	$14,424,401
	Less Income and Funds from Other Sources						
15	Other Operating Revenue (Including Reclaimed Water Sales)	$204,000	$231,375	$231,375	$231,375	$231,375	$231,375
16	Other Revenues and Transfers	66,500	45,000	5,000	5,000	5,000	5,000
17	Revenues from Operating Sewer Expansion Fees	452,858	449,020	501,495	558,808	661,037	763,266
18	Unrestricted Interest Income	61,000	55,000	51,000	53,000	60,000	61,000
19	Sub-total Income and Funds from Other Sourtces	$784,358	$780,395	$788,870	$848,183	$957,412	$1,060,641
20	Net Revenue Requirements	$10,220,463	$11,935,474	$11,645,709	$11,626,066	$13,052,073	$13,363,760
	Revenue from Water and Wastewater Rates						
21	Existing Retail Rate Revenue	$11,524,903	$12,195,728	$12,299,933	$12,404,137	$12,508,342	$12,612,546
22	Prior Year Rate Adjustments	0	0	0	248,100	505,400	772,000
23	Total Rate Revenue Before Current Year Adjustment	$11,524,903	$12,195,728	$12,299,933	$12,652,237	$13,013,742	$13,384,546
24	Total Revenue from Current Year Adjustments	$0	$0	$245,999	$253,045	$260,275	$267,691
25	Total Revenue from Rates	$11,524,903	$12,195,728	$12,545,932	$12,905,282	$13,274,017	$13,652,237
25	**Projected Surplus/(Deficiency)**	$1,304,440	$260,254	$900,222	$1,279,216	$221,944	$288,477
26	Surplus/(Deficiency) - Percent of Rate Revenues	11.32%	2.13%	7.18%	9.91%	1.67%	2.11%

Table 15
City of Stuart
Updated Water and Wastewater Financial Forecast

Combined Revenue Requirements

		Implemented Rates		Adopted Rates		Projected Rates	
	Proposed Annual Increases (system-wide)	2019	2020	2021	2022	2023	2024
27	Water System (Includes Indexing Provision)	7.0%	7.0%	2.0%	2.0%	2.0%	2.0%
28	Wastewater System (Includes Indexing Provision)	3.0%	3.0%	2.0%	2.0%	2.0%	2.0%
29	Effective	Oct. 1	Oct. 1	Oct. 1	Oct. 1	Oct. 1	Oct. 1

		Projected Fiscal Year Ending September 30,					
	Proposed Year-end Cash Balances	2019	2020	2021	2022	2023	2024
30	Operating Fund	$9,079,098	$7,331,019	$6,959,575	$8,238,790	$8,460,734	$8,749,210
31	Renewal and Replacement Fund	900,000	989,495	995,600	1,001,016	1,004,498	1,006,768
32	Availability Fee Fund	2,803,203	1,858,524	2,064,783	2,279,957	2,528,090	2,809,182
33	Total Year-end Cash	$12,782,301	$10,179,038	$10,019,958	$11,519,763	$11,993,322	$12,565,160
34	Operating Days of Operating Expenses - Min.	90	90	90	90	90	90
35	Operating Days of Operating Expenses - Calculated	466	345	318	365	352	353

Footnotes:
[1] Amounts derived from Tables 16 and 17.

Table 16
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Water Revenue Requirements

Line No.	Description	Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
1	Operating Expenses [1]	$4,025,239	$4,383,443	$4,510,448	$4,641,764	$5,052,566	$5,200,880
2	Plus Allowance for Rebate	0	0	0	0	0	0
3	Total Operating Expenses	$4,025,239	$4,383,443	$4,510,448	$4,641,764	$5,052,566	$5,200,880
	Other Revenue Requirements						
	Debt Service [2]						
4	Existing Debt Service	$1,108,377	$1,244,334	$1,301,513	$1,299,366	$1,302,217	$1,301,253
5	Proposed Debt Service	0	0	42,337	42,337	899,343	899,343
	Less:						
6	Amount Paid by Impact Fees	0	0	0	0	0	0
7	Total Debt Service	$1,108,377	$1,244,334	$1,343,850	$1,341,703	$2,201,560	$2,200,596
8	Transfer to Renewals & Replacement Fund [3]	$299,357	$308,262	$329,421	$336,724	$344,377	$352,382
9	Capital Funded from Rates [4]	273,000	84,000	26,000	27,000	27,000	28,000
10	Investment in Sewer Expansion Project	0	0	0	0	0	0
11	Intragovernmental Transfers	369,914	395,305	404,069	413,252	422,858	432,425
12	Operating Reserves - Deposits to/(Uses of)	0	0	0	0	0	0
13	Total Other Revenue Requirements	$2,050,648	$2,031,901	$2,103,340	$2,118,679	$2,995,795	$3,013,403
14	Gross Revenue Requirements	$6,075,887	$6,415,345	$6,613,788	$6,760,444	$8,048,361	$8,214,283
	Less Income and Funds from Other Sources						
15	Other Operating Revenue [5]	$45,500	$45,500	$45,500	$45,500	$45,500	$45,500
16	Other Revenues and Transfers [5]	33,250	22,500	2,500	2,500	2,500	2,500
17	Revenues from Operating Sewer Expansion Fees	0	0	0	0	0	0
18	Unrestricted Interest Income [6]	31,544	28,561	25,814	26,743	31,234	31,613
19	Sub-total Income and Funds from Other Sourtces	$110,294	$96,561	$73,814	$74,743	$79,234	$79,613
20	Net Revenue Requirements	$5,965,593	$6,318,784	$6,539,973	$6,685,701	$7,969,127	$8,134,670
	Revenue from Water Rates						
21	Existing Retail Rate Revenue [7]	$6,088,191	$6,514,364	$6,532,514	$6,550,664	$6,568,814	$6,586,964
22	Prior Year Rate Adjustments	0	0	0	131,000	265,400	403,200
23	Total Rate Revenue Before Current Year Adjustment	$6,088,191	$6,514,364	$6,532,514	$6,681,664	$6,834,214	$6,990,164
	System-wide Rate Adjustments	Implemented Rates		Adopted Rates		Projected Rates	
24	Current Year Rate Adjustment	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
	Effective Month	Oct.	Oct.	Oct.	Oct.	Oct.	Oct.
25	% of Current Year Effective	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
26	Total Revenue from Current Year Adjustments	$0	$0	$130,650	$133,633	$136,684	$139,803
27	Cumulative Rate Adjustments (Excluding Surcharges)	0.00%	0.00%	2.00%	4.04%	6.12%	8.24%
28	Total Revenue from Rates	$6,088,191	$6,514,364	$6,663,164	$6,815,297	$6,970,898	$7,129,967
29	**Projected Surplus/(Deficiency)**	$122,598	$195,580	$123,191	$129,596	($998,229)	($1,004,702)
30	Surplus/(Deficiency) - Percent of Rate Revenues	2.01%	3.00%	1.85%	1.90%	(14.32%)	(14.09%)

Footnotes continued on the following page.

Table 16
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Water Revenue Requirements

Footnotes:

[1] Amounts derived from Table 8.

[2] Amounts derived from Table 12.

[3] Amounts derived from Table 13.

[4] Amounts derived from Table 11 to pay for capital equipment, improvements and extensions as follows:.

	Fiscal Year Ending September 30,					
	2019	2020	2021	2022	2023	2024
Revenues to Fund Vehicles, Equipment & Other Capital Outlay	$273,000	$84,000	$26,000	$27,000	$27,000	$28,000
Revenues to other Lawful Capital Expenditures	0	0	0	0	0	0
Total Capital Funded from Rates	$273,000	$84,000	$26,000	$27,000	$27,000	$28,000

[5] Amounts based on Budget.

[6] Amounts estimated based on the cash flows anticipated for the forecast period.

[7] Amounts derived from Table 3, which includes adopted rates through FY20 that have been implemented.

Table 17
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Wastewater Revenue Requirements

Line No.	Description	Projected Fiscal Year Ending September 30, 2019	2020	2021	2022	2023	2024
1	Operating Expenses [1]	$3,090,017	$3,373,496	$3,483,498	$3,597,840	$3,716,725	$3,839,487
2	Plus Allowance for Rebate	0	0	0	0	0	0
3	Total Operating Expenses	$3,090,017	$3,373,496	$3,483,498	$3,597,840	$3,716,725	$3,839,487
	Other Revenue Requirements						
	Debt Service [2]						
4	Existing Debt Service	$931,964	$932,155	$1,027,485	$1,025,339	$1,028,190	$1,027,226
5	Proposed Debt Service	0	0	0	0	0	0
	Less:						
6	Amount Paid by Impact Fees	(178,000)	(178,000)	(178,000)	(178,000)	(178,000)	(178,000)
7	Total Debt Service	$753,964	$754,155	$849,485	$847,339	$850,190	$849,226
8	Transfer to Renewals & Replacement Fund [3]	$264,615	$281,233	$294,684	$304,691	$315,106	$325,888
9	Capital Funded from Rates [4]	30,000	589,000	26,000	27,000	27,000	28,000
10	Investment in Sewer Expansion Project from Fees	452,858	949,020	801,495	558,808	661,037	763,266
11	Intragovernmental Transfers	337,480	353,621	365,629	378,127	391,066	404,252
12	Operating Reserves - Deposits to/(Uses of)	0	0	0	0	0	0
13	Total Other Revenue Requirements	$1,838,917	$2,927,029	$2,337,293	$2,115,966	$2,244,399	$2,370,632
14	Gross Revenue Requirements	$4,928,933	$6,300,524	$5,820,791	$5,713,806	$5,961,124	$6,210,119
	Less Income and Funds from Other Sources						
15	Other Operating Revenue (Including Reclaimed Water Sales) [5]	$158,500	$185,875	$185,875	$185,875	$185,875	$185,875
16	Other Revenues and Transfers [5]	33,250	22,500	2,500	2,500	2,500	2,500
17	Revenues from Operating Sewer Expansion Fees [6]	452,858	449,020	501,495	558,808	661,037	763,266
18	Unrestricted Interest Income [7]	29,456	26,439	25,186	26,257	28,766	29,387
19	Sub-total Income and Funds from Other Sourtces	$674,064	$683,834	$715,055	$773,441	$878,178	$981,028
20	Net Revenue Requirements	$4,254,870	$5,616,690	$5,105,736	$4,940,365	$5,082,946	$5,229,091
	Revenue from Wastewater Rates						
21	Existing Retail Rate Revenue [8]	$5,436,712	$5,681,364	$5,767,419	$5,853,473	$5,939,528	$6,025,582
22	Prior Year Rate Adjustments	0	0	0	117,100	240,000	368,800
23	Total Rate Revenue Before Current Year Adjustment	$5,436,712	$5,681,364	$5,767,419	$5,970,573	$6,179,528	$6,394,382
	Current Year Rate Adjustments	Implemented Rates		Adopted Rates		Projected Rates	
24	Current Year Rate Adjustment	0.00%	0.00%	2.00%	2.00%	2.00%	2.00%
	Effective Month	Oct.	Oct.	Oct.	Oct.	Oct.	Oct.
25	% of Current Year Effective	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
26	Total Revenue from Current Year Adjustments	$0	$0	$115,348	$119,411	$123,591	$127,888
27	Cumulative Rate Adjustments (Excluding Surcharges)	0.00%	0.00%	2.00%	4.04%	6.12%	8.24%
28	Total Revenue from Rates	$5,436,712	$5,681,364	$5,882,767	$6,089,984	$6,303,119	$6,522,270
29	**Projected Surplus/(Deficiency)**	$1,181,842	$64,674	$777,032	$1,149,619	$1,220,172	$1,293,179
30	Surplus/(Deficiency) - Percent of Rate Revenues	21.74%	1.14%	13.21%	18.88%	19.36%	19.83%

Footnotes continued on the following page.

Table 17
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Wastewater Revenue Requirements

Footnotes:

[1] Amounts derived from Table 9.

[2] Amounts derived from Table 12.

[3] Amounts derived from Table 13.

[4] Amounts derived from Table 11 to pay for capital equipment, improvements and extensions as follows:.

	Fiscal Year Ending September 30,					
	2019	2020	2021	2022	2023	2024
Revenues to Fund Vehicles, Equipment & Other Capital Outlay	$30,000	$89,000	$26,000	$27,000	$27,000	$28,000
Revenues to other Lawful Capital Expenditures	0	500,000	0	0	0	0
Total Capital Funded from Rates	$30,000	$589,000	$26,000	$27,000	$27,000	$28,000

[5] Amounts based on Budget.

[6] Amounts derived from Table 1.

[7] Amounts estimated based on the cash flows anticipated for the forecast period.

[8] Amounts derived from Table 3, which includes adopted rates through FY20 that have been implemented.

Table 18
City of Stuart
Water & Wastewater Rate Study

Projected Available Fund Balances and Interest Earnings

Line No.	Description		For the Fiscal Years Ending September 30, [1] 2019	2020	2021	2022	2023	2024
	OPERATING FUND	(U)						
1	Beginning Balance		$9,752,681	$9,079,098	$7,331,019	$6,959,575	$8,238,790	$8,460,734
2	Transfers In - Rate Revenues		11,524,903	12,195,728	12,545,932	12,905,282	13,274,017	13,652,237
3	Transfers In - Other		0	0	0	0	0	0
4	Transfers Out - Net Revenue Requirements		10,220,463	11,935,474	11,645,709	11,626,066	13,052,073	13,363,760
5	Transfers Out - Capital Improvements		409,000	2,008,333	1,271,667	0	0	0
6	Transfers In (Out) - To Balance		(1,569,023)	0	0	0	0	0
7	End of Year Transfers In (Out)		0	0	0	0	0	0
8	Interest Rate		0.50%	0.50%	0.50%	0.50%	0.50%	0.50%
9	Interest Income		47,000	41,000	36,000	38,000	42,000	43,000
10	Recognition of Interest Earnings in Revenue Requirements		47,000	41,000	36,000	38,000	42,000	43,000
11	Ending Balance		$9,079,098	$7,331,019	$6,959,575	$8,238,790	$8,460,734	$8,749,210
12	Percent Allocable to Water System		52.83%	53.42%	53.11%	52.81%	52.52%	52.23%
13	Amount Allocable to Water System		$24,828	$21,900	$19,120	$20,068	$22,056	$22,457
14	Amount Allocable to Wastewater System		$22,172	$19,100	$16,880	$17,932	$19,944	$20,543
	CUSTOMER DEPOSITS	(R)						
15	Beginning Balance		$675,191	$689,153	$689,153	$689,153	$689,153	$689,153
16	Transfers In		13,962	0	0	0	0	0
17	Transfers Out		0	0	0	0	0	0
18	Interest Rate		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
19	Interest Income		0	0	0	0	0	0
20	Recognition of Interest Earnings in Revenue Requirements		0	0	0	0	0	0
21	Ending Balance		$689,153	$689,153	$689,153	$689,153	$689,153	$689,153
22	Percent Allocable to Water System		63.18%	63.18%	63.18%	63.18%	63.18%	63.18%
23	Amount Allocable to Water System		$0	$0	$0	$0	$0	$0
24	Amount Allocable to Wastewater System		$0	$0	$0	$0	$0	$0
	SINKING FUND	(U)						
	Sinking Fund Deposit:							
25	Existing Debt		$2,040,341	$2,176,489	$2,328,998	$2,324,705	$2,330,408	$2,328,479
26	Proposed Debt		0	0	42,337	42,337	899,343	899,343
27	Average Balance		$1,020,171	$1,088,244	$1,185,668	$1,183,521	$1,614,875	$1,613,911
28	Interest Rate		0.50%	0.50%	0.50%	0.50%	0.50%	0.50%
29	Interest Income		$5,000	$5,000	$6,000	$6,000	$8,000	$8,000
30	Recognition of Interest Earnings in Revenue Requirements		5,000	5,000	6,000	6,000	8,000	8,000
31	Percent Allocable to Water System		54.32%	57.17%	56.67%	56.68%	68.17%	68.18%
32	Amount Allocable to Water System		$3,000	$3,000	$3,000	$3,000	$5,000	$5,000
33	Amount Allocable to Wastewater System		$2,000	$2,000	$3,000	$3,000	$3,000	$3,000
	RENEWAL & REPLACEMENT INVESTMENT	(U)						
34	Beginning Balance		$900,000	$900,000	$989,495	$995,600	$1,001,016	$1,004,498
35	Transfers In		563,972	589,495	624,105	641,415	659,483	678,270
36	Transfers In (Out) - To Balance		(243,972)	0	0	0	0	0
37	Transfers Out		320,000	500,000	618,000	636,000	656,000	676,000
38	Interest Rate		0.75%	0.75%	0.75%	0.75%	0.75%	0.75%
39	Interest Income		7,000	7,000	7,000	7,000	8,000	8,000
40	Recognition of Interest Earnings in Revenue Requirements		7,000	7,000	7,000	7,000	8,000	8,000
41	Ending Balance		$900,000	$989,495	$995,600	$1,001,016	$1,004,498	$1,006,768
42	Percent Allocable to Water System		53.08%	52.29%	52.78%	52.50%	52.22%	51.95%
43	Amount Allocable to Water System		$3,716	$3,660	$3,695	$3,675	$4,178	$4,156
44	Amount Allocable to Wastewater System		$3,284	$3,340	$3,305	$3,325	$3,822	$3,844

Projected Available Fund Balances and Interest Earnings

Line No.	Description	For the Fiscal Years Ending September 30, [1] 2019	2020	2021	2022	2023	2024
	SEWER EXPANSION CONSTRUCTION FUND (R)						
45	Beginning Balance	$610,016	$406,198	$525,218	$567,713	$343,521	$196,558
46	Transfers In - Sewer Availability Fees	0	0	0	0	0	0
47	Transfers In (Out) - To Balance	(159,676)	0	0	0	0	0
48	Transfers In - Operations (Includes Existing & Future Install	452,858	949,020	801,495	558,808	661,037	763,266
49	Transfers Out	500,000	832,000	762,000	785,000	809,000	833,000
50	Arbitrage Interest Rate	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%
51	Interest Income (3)	3,000	2,000	3,000	2,000	1,000	1,000
52	Recognition of Interest Earnings in Revenue Requirements	0	0	0	0	0	0
53	Ending Balance	$406,198	$525,218	$567,713	$343,521	$196,558	$127,824
54	Percent Allocable to Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
55	Amount Allocable to Water System	$0	$0	$0	$0	$0	$0
56	Amount Allocable to Wastewater System	$3,000	$2,000	$3,000	$2,000	$1,000	$1,000
	SRF RESERVE (R)						
57	Beginning Balance	$181,838	$181,838	$181,838	$181,838	$181,838	$181,838
58	Transfers In	0	0	0	0	0	0
59	Transfers Out	0	0	0	0	0	0
60	Interest Rate	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
61	Interest Income	2,000	2,000	2,000	2,000	2,000	2,000
62	Recognition of Interest Earnings in Revenue Requirements	2,000	2,000	2,000	2,000	2,000	2,000
63	Ending Balance	$181,838	$181,838	$181,838	$181,838	$181,838	$181,838
64	Percent Allocable to Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
65	Amount Allocable to Water System	$0	$0	$0	$0	$0	$0
66	Amount Allocable to Wastewater System	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
	WATER AVAILABILTY FEES (R)						
67	Beginning Balance	$2,074,087	$2,340,890	$1,430,387	$1,542,037	$1,654,687	$1,768,337
68	Transfers In	96,650	96,650	96,650	96,650	96,650	96,650
69	Transfers Out	150,000	728,000	0	0	0	0
70	Transfers In (Out) - Estimated Carryover	298,153	(298,153)	0	0	0	0
71	Interest Rate	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
72	Interest Income	22,000	19,000	15,000	16,000	17,000	18,000
73	Recognition of Interest Earnings in Revenue Requirements	0	0	0	0	0	0
74	Ending Balance	$2,340,890	$1,430,387	$1,542,037	$1,654,687	$1,768,337	$1,882,987
75	Percent Allocable to Water System	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
76	Amount Allocable to Water System	$22,000	$19,000	$15,000	$16,000	$17,000	$18,000
77	Amount Allocable to Wastewater System	$0	$0	$0	$0	$0	$0
	SEWER AVAILABILTY FEES (R)						
78	Beginning Balance	$293,815	$462,313	$428,137	$522,746	$625,270	$759,753
79	Transfers In	104,600	104,600	104,600	104,600	104,600	104,600
80	Transfers In - Other	0	0	0	0	0	0
81	Transfers In - Sewer Expansion Fees (Existing & Future)	137,142	135,980	163,009	169,924	200,883	231,842
82	Transfers Out	178,000	178,000	178,000	178,000	178,000	178,000
83	Transfer Out - Sewer Expansion Project	0	0	0	0	0	0
84	Transfers Out - Sewer Incentive Credits	0	0	0	0	0	0
85	Transfers In (Out) - Estimated Carryover	100,756	(100,756)	0	0	0	0
86	Interest Rate	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
87	Interest Income	4,000	4,000	5,000	6,000	7,000	8,000
88	Recognition of Interest Earnings in Revenue Requirements	0	0	0	0	0	0
89	Ending Balance	$462,313	$428,137	$522,746	$625,270	$759,753	$926,195
90	Percent Allocable to Water System	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
91	Amount Allocable to Water System	0	0	0	0	0	0
92	Amount Allocable to Wastewater System	4,000	4,000	5,000	6,000	7,000	8,000

Projected Available Fund Balances and Interest Earnings

Line No.	Description	For the Fiscal Years Ending September 30, [1] 2019	2020	2021	2022	2023	2024
	INTEREST INCOME						
	Unrestricted						
93	Water System	$31,544	$28,561	$25,814	$26,743	$31,234	$31,613
94	Wastewater System	29,456	26,439	25,186	26,257	28,766	29,387
95	Total	$61,000	$55,000	$51,000	$53,000	$60,000	$61,000
	Availability Fees						
96	Water System	$22,000	$19,000	$15,000	$16,000	$17,000	$18,000
97	Wastewater System	4,000	4,000	5,000	6,000	7,000	8,000
98	Total	$26,000	$23,000	$20,000	$22,000	$24,000	$26,000
	Sewer Expansion Construction Fund						
99	Water System	$0	$0	$0	$0	$0	$0
100	Wastewater System	3,000	2,000	3,000	2,000	1,000	1,000
101	Total	$3,000	$2,000	$3,000	$2,000	$1,000	$1,000
	TOTAL INTEREST INCOME						
102	Water System	$53,544	$47,561	$40,814	$42,743	$48,234	$49,613
103	Wastewater System	36,456	32,439	33,186	34,257	36,766	38,387
104	Total	$90,000	$80,000	$74,000	$77,000	$85,000	$88,000

Notes:
[1] (U) = Interest Earnings unrestricted, assumed available to meet system expenditure requirements
(R) = Interest Earnings restricted, assumed not available to meet system expenditure requirements

		$90,000	$80,000	$74,000	$77,000	$85,000	$88,000
		Audit	Preliminary				
	Total Above	$14,487,628	$14,059,490				
	Sinking Fund	$174,857	$176,183				
	Total	$14,662,485	$14,235,673				
	Balance Sheet	$14,662,485	$14,235,673	<= Reconciled 11/03/2019, MMH			
	Reconciled	$0	$0				

Table 19
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Debt Service Coverage

Line No.	Description	Fiscal Year Ending September 30, [1] 2019	2020	2021	2022	2023	2024
	PROJECTED NET REVENUES						
	Gross Revenues						
	Sales Revenues						
1	Water - Existing Rate Revenues	$6,088,191	$6,514,364	$6,532,514	$6,550,664	$6,568,814	$6,586,964
2	Wastewater - Existing Rate Revenues	5,436,712	5,681,364	5,767,419	5,853,473	5,939,528	6,025,582
3	Additional Rate Revenues - Water System	0	0	130,650	264,633	402,084	543,003
4	Additional Rate Revenues - Wastewater System	0	0	115,348	236,511	363,591	496,688
5	Total	$11,524,903	$12,195,728	$12,545,932	$12,905,282	$13,274,017	$13,652,237
6	Other Operating Revenue	204,000	231,375	231,375	231,375	231,375	231,375
7	Unrestricted Interest Income	61,000	55,000	51,000	53,000	60,000	61,000
8	Total Gross Revenues (Excluding Operating Sewer Expansion Fee	$11,789,903	$12,482,103	$12,828,307	$13,189,657	$13,565,392	$13,944,612
	Operating Expenses						
9	Water System	$4,025,239	$4,383,443	$4,510,448	$4,641,764	$5,052,566	$5,200,880
10	Wastewater System	3,090,017	3,373,496	3,483,498	3,597,840	3,716,725	3,839,487
11	Plus Allowance for Rebate	0	0	0	0	0	0
12	Less Contra Expense	(50,500)	(40,000)	0	0	0	0
13	Total Operating Expenses	$7,064,756	$7,716,939	$7,993,946	$8,239,605	$8,769,291	$9,040,367
14	**Net Revenues (Excluding Operating Sewer Expansion Fees)**	$4,725,147	$4,765,164	$4,834,361	$4,950,052	$4,796,101	$4,904,245
15	Operating Sewer Expansion Fees Revenues	$452,858	$449,020	$501,495	$558,808	$661,037	$763,266
16	**Net Revenues (Including Operating Sewer Expansion Fees)**	$5,178,005	$5,214,184	$5,335,855	$5,508,861	$5,457,138	$5,667,511
17	**Total System Debt Service (Senior & Junior Lien Debt)**	$2,040,341	$2,176,489	$2,371,335	$2,367,042	$3,229,750	$3,227,822

Table 19
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Debt Service Coverage

Line No.	Description	Fiscal Year Ending September 30, [1] 2019	2020	2021	2022	2023	2024
	Projected Debt Service Coverage (Senior & Junior Lien Debt)						
	Excluding Operating Sewer Expansion Fees Revenues						
18	Coverage - Calculated	232%	219%	204%	209%	148%	152%
	Including Operating Sewer Expansion Fees Revenues						
19	Coverage - Calculated	254%	240%	225%	233%	169%	176%
	Projected Debt Service Coverage (Senior Lien Debt Only) [2]						
	Senior Lien Debt Service						
20	Series 2003 Bonds (Unrefunded)	$0	$0	$0	$0	$0	$0
21	Series 2006 Refunding Notes	342,426	343,289	343,378	343,254	948,090	946,382
22	Series 2007A Refunding Notes	785,938	785,080	783,083	778,883	178,902	179,041
23	Series 2011 Refunding Notes	379,455	379,832	379,025	379,057	379,904	379,544
24	Total Senior Lien Debt Service	$1,507,819	$1,508,201	$1,505,486	$1,501,193	$1,506,896	$1,504,967
	Excluding Operating Sewer Expansion Fees Revenues						
25	Coverage - Calculated	313%	316%	321%	330%	318%	326%
26	Coverage - Minimum Required	110%	110%	110%	110%	110%	110%
	Including Operating Sewer Expansion Fees Revenues						
27	Coverage - Calculated	343%	346%	354%	367%	362%	377%
28	Coverage - Minimum Required	110%	110%	110%	110%	110%	110%

Table 19
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Debt Service Coverage

Line No.	Description	Fiscal Year Ending September 30, [1] 2019	2020	2021	2022	2023	2024
	Projected Debt Service Coverage (Junior Lien Debt Only) [3]						
29	Total Senior Lien Debt Service (Including Coverage)	$1,658,601	$1,659,021	$1,656,035	$1,651,313	$1,657,585	$1,655,464
30	Plus Availability Fee Revenues (Including Interest Income)	$364,392	$360,230	$384,259	$393,174	$426,133	$459,092
31	**Net Revenues (Excluding Operating Sewer Expansion Fees)**	$3,430,939	$3,466,373	$3,562,585	$3,691,914	$3,564,648	$3,707,873
32	**Net Revenues (Including Operating Sewer Expansion Fees)**	$3,883,797	$3,915,393	$4,064,079	$4,250,722	$4,225,686	$4,471,139
	Junior Lien Debt Service (SRF Loans)						
33	SRF WW 430400 (Reclaimed Water Transmission Main)	$178,054	$178,054	$178,054	$178,054	$178,054	$178,054
34	SRF DW 430410 (Water Line and Meter Replacements)	354,468	354,468	354,468	354,468	354,468	354,468
35	SRF DW 430420 (Water System Anion Exchange)	0	106,498	106,498	106,498	106,498	106,498
36	SRF DW 430430 (Eng. & Design Water RO Phase 1) - Estimated	0	29,268	87,804	87,804	87,804	87,804
37	Debt Proceeds (Anticipated) - Monterey Road Subdivision Water	0	0	42,337	42,337	42,337	42,337
38	Debt Proceeds (Anticipated) - RO Construction Phase 1	0	0	0	0	857,006	857,006
39	Debt Proceeds (Anticipated) - Future Debt Other Capital	0	0	0	0	0	0
40	Debt Proceeds (Anticipated) - Future Debt Other Capital	0	0	0	0	0	0
41	Debt Proceeds (Anticipated) - Future Debt Other Capital	0	0	0	0	0	0
42	Total Junior Lien Debt Service	$532,522	$668,288	$769,161	$769,161	$1,626,167	$1,626,167
	Excluding Operating Sewer Expansion Fees Revenues						
43	Coverage - Calculated	644%	519%	463%	480%	219%	228%
44	Coverage - Minimum Required	115%	115%	115%	115%	115%	115%
	Including Operating Sewer Expansion Fees Revenues						
45	Coverage - Calculated	729%	586%	528%	553%	260%	275%
46	Coverage - Minimum Required	115%	115%	115%	115%	115%	115%

Table 19
City of Stuart
Updated Water and Wastewater Financial Forecast

Projected Debt Service Coverage

Line No.	Description	Fiscal Year Ending September 30, [1] 2019	2020	2021	2022	2023	2024
	OTHER LAWFUL SOURCES AND USES OF FUNDS						
	Sources of Cash						
47	Other Revenues and Transfers	$16,000	$5,000	$5,000	$5,000	$5,000	$5,000
	Operating Sewer Expansion Fees Revenues	452,858	449,020	501,495	558,808	661,037	763,266
48	Availability Fees used to Pay Debt Service	178,000	178,000	178,000	178,000	178,000	178,000
49	Total Sources of Cash	$646,858	$632,020	$684,495	$741,808	$844,037	$946,266
	Uses of cash						
50	Transfer to Renewals and Replacements Fund	$563,972	$589,495	$624,105	$641,415	$659,483	$678,270
51	Capital Funded from Rates	303,000	673,000	52,000	54,000	54,000	56,000
52	Intragovernmental Transfers	452,858	949,020	801,495	558,808	661,037	763,266
53	Investment in Sewer Expansion Project	707,394	748,926	769,698	791,379	813,924	836,677
54	Total Uses of Cash	$2,027,224	$2,960,441	$2,247,298	$2,045,603	$2,188,444	$2,334,213
	NET CASH FLOW						
55	Net Revenues Available for Debt Service	$4,725,147	$4,765,164	$4,834,361	$4,950,052	$4,796,101	$4,904,245
56	Less Annual Debt Service Payments	(2,040,341)	(2,176,489)	(2,371,335)	(2,367,042)	(3,229,750)	(3,227,822)
57	Net Amount Available from Rates for Other Purposes	$2,684,806	$2,588,675	$2,463,026	$2,583,010	$1,566,350	$1,676,423
58	Plus Other Sources of Cash	646,858	632,020	684,495	741,808	844,037	946,266
59	Less Other Uses of Cash	(2,027,224)	(2,960,441)	(2,247,298)	(2,045,603)	(2,188,444)	(2,334,213)
60	Total Net Cash Flow - Increases to Cash (Decreases to Cash)	$1,304,440	$260,254	$900,222	$1,279,216	$221,944	$288,477

Footnotes:

[1] Amounts derived from Table 15.
[2] As required by the bond resolution.
[3] As required by the SRF Loan Agreement.

ATTACHMENT # 7

PRMG IS NOW PART OF RAFTELIS

April 15, 2020

Honorable Mayor and
Members of the City Commission
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994-2139

Subject: **SRF Loan Application and Projected Debt Service Coverage**

Ladies and Gentlemen:

The City of Stuart (the "City") requested that Raftelis Financial Consultants, Inc. (Raftelis) develop a projection of the estimated water and wastewater operating results through Fiscal Year 2024 for inclusion in the City's State Revolving Fund (SRF) Loan Application for the Monterey Road Subdivision Water Main Project (the "Water Main Project"). The Water Main Project has an estimated cost of $963,635, and the City has been awarded a Water Supply Restoration Grant in the amount of $327,800. The amount of the Water Main Project funding requested in the SRF Loan Application totals $635,835. Based on discussions with City staff, the Water Main Project cost may ultimately be fully funded through additional sources including: i) $480,700 in possible debt forgiveness by SRF; ii) and an additional Water Supply Restoration Grant of $155,135. If the additional sources of project funding are realized, the Water Main Project will have little to no impact on the financial operations of the utility system. But in order for the City to qualify for the possibility of receiving $480,700 in debt forgiveness, the SRF Loan Application must be submitted.

The projections were prepared based on information provided by City staff, which included the City's Audited Comprehensive Annual Financial Reports, Adopted Operating and Capital Budgets, and assumptions related to the proposed construction and operation of the City's planned Monterey Road Subdivision Water Main Project. For the purposes of estimating the financial results inclusive of the proposed loan, the Water Main Project costs funded by the SRF loan of $635,835 were assumed to be financed over a 20-year term. As discussed previously, City staff is requesting an additional grant of $155,135 and hopes to obtain debt forgiveness from SRF for the remaining amount of the project. In addition, the projections were predicated upon the City's adopted water and wastewater rates through Fiscal Year 2022 that were established during the most recent rate study that concluded on August 14, 2017 (the "Rate Study"), which proposed rates that were adopted by the City.

The Rate Study was based on a five-year financial forecast of operating, capital and debt service needs of the water and wastewater systems (the "System") through Fiscal Year 2022. The study identified the need to increase water and wastewater rates over time to meet the net revenue requirements of the System, including the estimated annual debt service payments anticipated to be incurred based on a series of anticipated SRF Loans. To date, three (3) new SRF loans have a been approved and issued, including loans for the water system treatment

anion exchange, the engineering and design of the proposed Reverse Osmosis Water Treatment Facility (the "RO Facility"), and funding for the associated reverse osmosis test well. This application includes the request to fund the Monterey Road Subdivision Water Main Project. Based on the Rate Study recommendations, the City Commission adopted a schedule of water and wastewater rates through Fiscal Year 2022 that are necessary to fund the projected revenue requirements of the System, including the SRF Loans. As of the date of this letter, no changes to the schedule of adopted rates through Fiscal Year 2022 are currently proposed; however, the City should consider implementing the adopted annual indexing provision beyond Fiscal Year 2022.

In order to satisfy the requirements of the SRF Loan Application, City staff requested that Raftelis update its projections of the estimated net revenues available to pay debt service through Fiscal Year 2024 (the "Projection Period"). The updated projections were prepared on February 26, 2020, predicated on the Rate Study results that were updated to account for the most recent Adopted Operating and Capital Budgets and revised assumptions regarding the construction and operation of the planned RO Facility. To the extent we have performed the required analyses using the data and information obtained from the City, we have relied upon such information to be accurate and no assurances are intended and no representation or warranties are made with respect thereto or the use made herein.

The projections are summarized on Pages 7 through 10 of the SRF Loan Application. In addition, the following supporting attachments have been provided to the City for inclusion in the SRF Loan Application:

- Attachment 5 – 2018 and 2019 Comprehensive Annual Financial Reports
- Attachment 6 – Updated Water and Wastewater Financial Forecast

As shown on Page 8 of the SRF Loan Application, the City's actual water and wastewater system net revenues exceeded the existing debt service payments, including required coverage, for all prior and parity lien obligations for Fiscal Years 2018 and 2019, which represented the audited periods evaluated.

Based on information provided by City staff, the City proposes to borrow approximately $635,835 from SRF. Based on an assumed interest rate of 2.5% per year for 20 years and the estimated capitalized interest costs during the construction period, the estimated annual debt service, including the required debt service coverage of 15%, is approximately $49,000 per year beginning on or after Fiscal Year 2021. However, if the additional sources of project funding discussed herein are realized as anticipated by City staff, the Water Main Project debt service may be eliminated or reduced such that the project funding could have little to no impact on the financial operating results of the System.

As shown on Page 9 of the SRF Loan Application, the City is projected to have net revenues over the Projection Period above the amount needed to fund the proposed SRF Loan, including the required debt service coverage. The amount projected for each fiscal year after payment of annual debt service are available to fund certain ongoing capital needs of the System and make the required transfer to the General Fund. The projected net revenues

include additional revenue derived from the implementation of the adopted water and wastewater rate increases through Fiscal Year 2022 and an assumed 2% annual rate index in Fiscal Years 2023 and 2024. No additional rate increases were assumed for the Projection Period. Table 15 of Attachment 6 provides a summary of the total annual cash flow for each fiscal year and the estimated year-ending cash reserve fund balances for the period. The projections were prepared, and the Loan Application forms were completed on February 26, 2020.

Subsequent Events

After completion of the Loan Application forms including the projected operating results on February 26, 2020, significant events have occurred, which may impact the operating results and financial condition of the water and wastewater system over the Projection Period. Faced with a growing pandemic surrounding the Covid-19 virus, the United States Federal Government, State and Local Governments, and associated Agencies made recommendations and implemented restrictions on or about March 9, 2020 to limit non-essential activities throughout the Country, including within the City's utility service area. Policies imposed by the Governor of Florida include, but are not limited to, restricting the operations or requiring the closure of non-essential businesses, agencies, and school districts. On April 1, 2020, the Governor of Florida implemented a stay at home order effective for 30 days. During this period, legislative bodies at the Federal and State levels have taken measures to address unemployment and other income concerns as business operations were reduced or closed. While this summary is not intended to provide a disclosure of all the circumstances, issues, policies and mandates surrounding Covid-19, the discussion highlights that the impact of the pandemic on utility operations is uncertain at this time.

While the initial economic impacts to the water and wastewater system from Covid-19 will most likely be realized through declines in commercial and other non-residential water and wastewater services, the impacts may not be evident for some time. In addition, there is uncertainty about how and when increases in unemployment may impact residential demands. The results may affect the financial projections included in this application.

To test the sensitivity of our projections included in the SRF Loan Application (the "Base Case") we have developed several scenarios to evaluate how changes in revenue levels could impact the financial results. Under the Base Case, the City has already adopted a 2% water and wastewater rate increase for Fiscal Years 2021 and 2022, and the Base Case assumes continued annual indexing of the rates through Fiscal Year 2024 at the same level. The financial results of the Base Case that were prepared on February 26, 2020 are shown on Tables 15 and 19 of Attachment 6 and are summarized below:

-Remainder of this page intentionally left blank-

Summary of Base Case – Prepared February 26, 2020 [1]					
Description	FY2020	FY2021	FY2022	FY2023	FY2024
Projected Water & Wastewater Rate Increases [2]		2%	2%	2%	2%
Annual Cashflows (Millions)	$0.3	$0.9	$1.3	$0.2	$0.3
Senior Lien Debt Service Coverage (1.10 min)	346%	354%	367%	362%	377%
Junior Lien Debt Service Coverage (1.15 min)	586%	528%	553%	260%	275%
Year-ending Operating Reserves (Millions)	$7.3	$6.9	$8.2	$8.5	$8.7
Reserves – Days of Operating Expenses (90 min)	345	318	365	352	353

[1] Amounts derived from Tables 15 and 19 of Attachment 6 prepared on February 26, 2020.
[2] City has adopted a 2% water and wastewater rate increase effective for Fiscal Years 2021 and 2022. The Analysis recommends that the City continue to index the water and wastewater rates beyond Fiscal Year 2022; currently estimated at 2% per year.

As shown above and on Tables 15 and 19 of Attachment 6, the water and wastewater system's financial position under the Base Case is very strong over the Projection Period providing positive annual cash flows, debt service coverage results well above the minimum requirements, and projected operating reserve balances greater than the minimum levels established in the City's reserve fund policy.

To test the sensitivity of the financial projections due to uncertain changes in future sales levels, three (3) alternative scenarios were developed that evaluate lower than expected revenues over the next 18-months. In developing the scenarios, it was first assumed that the City Commission may defer and delay the adopted 2% annual rate increases by two years, or until Fiscal Years 2023 and 2024. Delaying the adopted rates increase by two years would reduce overall cash operating reserves by approximately $1.8 million, but would still leave balances well above the City's 90-day policy.

After assuming that the City may delay implementing the adopted water and wastewater rates by two years, we prepared projected results based on a potential decline in total monthly rate revenues of 10%, 20% and 30% over the next 18-months or from April 1, 2020 through September 30, 2021. The following tables summarize the results for each scenario:

-Remainder of this page intentionally left blank-

Summary of Scenario 1 – Assumed 10% Decline in Revenues [1]					
Description	FY2020	FY2021	FY2022	FY2023	FY2024
Projected Water & Wastewater Rate Increases [2]		Delayed	Delayed	2%	2%
Annual Cashflows (Millions)	($0.3)	($0.5)	$0.9	($0.3)	($0.2)
Senior Lien Debt Service Coverage (1.10 min)	305%	256%	333%	327%	340%
Junior Lien Debt Service Coverage (1.15 min)	494%	336%	486%	227%	241%
Year-ending Operating Reserves (Millions)	$6.8	$5.0	$5.9	$5.6	$5.4
Reserves – Days of Operating Expenses (90 min)	318	229	261	235	220

[1] Amounts based on a 10% decline in water and wastewater rate revenues from April 1, 2020 through September 30, 2021.
[2] The City has adopted a 2% water and wastewater rate increase effective for Fiscal Years 2021 and 2022. This scenario assumes the adopted rates are delayed two years.

Summary of Scenario 2 – Assumed 20% Decline in Revenues [1]					
Description	FY2020	FY2021	FY2022	FY2023	FY2024
Projected Water & Wastewater Rate Increases [2]		Delayed	Delayed	2%	2%
Annual Cashflows (Millions)	($0.9)	($1.6)	$0.9	($0.3)	($0.2)
Senior Lien Debt Service Coverage (1.10 min)	265%	174%	332%	326%	340%
Junior Lien Debt Service Coverage (1.15 min)	403%	175%	485%	227%	241%
Year-ending Operating Reserves (Millions)	$6.2	$3.3	$4.2	$3.9	$3.7
Reserves – Days of Operating Expenses (90 min)	291	151	188	166	152

[1] Amounts based on a 20% decline in water and wastewater rate revenues from April 1, 2020 through September 30, 2021.
[2] The City has adopted a 2% water and wastewater rate increase effective for Fiscal Years 2021 and 2022. This scenario assumes the adopted rates are delayed two years.

Summary of Scenario 3 – Assumed 30% Decline in Revenues [1]					
Description	FY2020	FY2021	FY2022	FY2023	FY2024
Projected Water & Wastewater Rate Increases [2]		Delayed	Delayed	2%	2%
Annual Cashflows (Millions)	($1.5)	($2.7)	$0.9	($0.3)	($0.2)
Senior Lien Debt Service Coverage (1.10 min)	224%	92%	332%	326%	339%
Junior Lien Debt Service Coverage (1.15 min)	312%	14%	484%	226%	240%
Year-ending Operating Reserves (Millions)	$5.6	$1.6	$2.6	$2.3	$2.1
Reserves – Days of Operating Expenses (90 min)	264	73	115	97	85

[1] Amounts based on a 30% decline in water and wastewater rate revenues from April 1, 2020 through September 30, 2021.
[2] The City has adopted a 2% water and wastewater rate increase effective for Fiscal Years 2021 and 2022. This scenario assumes the adopted rates are delayed two years.

The above scenarios were developed to evaluate the sensitivity of the projections included in the SRF Loan Application and how changes to the revenue assumptions could impact the projected financial operating results. While we anticipate a decline in water and wastewater sales and revenues to some degree, the City does not have actual billing information at this time to estimate recent impacts and adequately support any adjustment.

Based on the results of the scenarios as discussed above that assume that the City delays the implementation of the Fiscal Years 2021 and 2022 rates by two years, the overall financial position and required minimum targets are maintained even if total monthly rate revenues decline up to 20% during the next 18-months. However, a revenue decline in excess of 20% for the 18-month period may result in a failure to satisfy the debt service coverage requirements of the System's loan agreements even though adequate reserves are projected to be available to make the required payments.

-Remainder of this page intentionally left blank-

The sales conditions we have evaluated assuming a 10%, 20% or 30% decline in revenues over the next 18-months may or may not occur, impacts could last longer or shorter than 18-months, and/or revenue declines could exceed 30%. While acknowledging these uncertain conditions and their impact on the ability to accurately predict the future outcomes, we have made the following observations:

- As of 09/30/2019, the water and wastewater system maintained approximately $9.1 million in operating reserves or more than 1 year's operating expenses;

- For Fiscal Year 2019, after the payment of operating expenses and required debt service payments (including debt service coverage requirements), the water and wastewater systems had approximately $4.5 million left over to fund its capital needs and make required transfers to the City for the year;

- The actual debt service coverage results for 2019 exceeded 313% when considering all senior and junior lien payments;

- The City has previously adopted a 2% water and wastewater rate increase effective for Fiscal Years 2021 and 2022;

- The City has also previously adopted an annual indexing provision that allows for the automatic increase in rates beyond Fiscal Year 2022, based on the annual increase in the GDP Price Deflator Index as published by the Florida Public Service Commission (FPSC); and

- The City has flexibility in establishing and updating its operating and capital budgets and evaluates the sufficiency of its water and wastewater rates on a regular basis.

Given the recent strong performance and position of the water and wastewater systems as set forth above, we believe the City has adequate management tools in place and financial resources to address near-term contingencies related to declining sales and revenues.

-Remainder of this page intentionally left blank-

Since actual results beyond the date of this letter may be different, we provide no assurance that the projected operating results included in the SRF Loan Application will occur as estimated. We recommend that the City continue to evaluate its water and wastewater system financial operations periodically to ensure the rates remain adequate to meet the City's near-term financial obligations as planned.

We appreciate the opportunity to be of service to the City.

Respectfully submitted,

Raftelis Financial Consultants, Inc.

Murray M. Hamilton, Jr.
Senior Manager

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 07-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY'S PUBLIC WORKS DIRECTOR TO INCORPORATE THE MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT INTO THE CITY OF STUART'S WATER FACILITIES PLAN AND TO SUBMIT THE REVISED WATER FACILITIES PLAN TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Commission of the City of Stuart hereby authorizes the City's Public Works Director to incorporate the Monterey Road Subdivision Watermain Improvements project into the City of Stuart's Water Facilities Plan and to submit the revised Water Facilities Plan to the Florida Department of Environmental Protection.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 07-2020
Revised Water Facilities Plan

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR	Y			
EULA R. CLARKE, VICE MAYOR	Y			
BECKY BRUNER, COMMISSIONER	Y			
KELLI GLASS LEIGHTON, COMMISSIONER	Y			
MERRITT MATHESON, COMMISSIONER	Y			

ADOPTED this 13th day of January, 2020.

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD ·

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/27/2020 **Prepared by:** Tim Voelker, P.E. - Public Works Assistant Director/City Engineer

Title of Item:

BA #5 - MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT (RC):

RESOLUTION No. 44-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT No. 5 TO THE 2019-2020 WATER SEWER FUND; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF ADDITIONAL FUNDS FOR THE MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Elevated levels of Perfluorinated Compounds (PFC's) have been detected within the Monterey Road Subdivision, which is located within the City of Stuart's Utility Service Area. The Monterey Road Subdivision consists of approximately 146 properties within a 32.5 acre area in unincorporated Martin County on SE San Jose St, SE Tejon St, SE Cortez St, SE Madrid St, and SE Seville St. These homes are currently on private wells that recent sampling results have shown PFC levels above the established Environmental Protection Agency (EPA) levels. This project proposes to construct a new water distribution system within this neighborhood, disconnect the private wells, and connect all residences to the City of Stuart's public drinking water system. In addition to providing a new public drinking water source to this community, fire protection will also be added with the addition of new hydrants.

Below is a summary of the project costs.

DESCRIPTION	COST
Design	$80,163.00
Construction	$699,995.50
5% Contingency	$34,999.78
CEI	$46,235.00
Total	$861,393.28

Please note that Martin County will reimburse the City of Stuart $40,081.50 (50%) for the design of the project. In addition, the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) program and Water Supply Restoration program together will reimburse the City for the entire cost (100%) of construction and CEI.

Funding Source:

From:	Fund Balance	$861,393.28
To:	Water Distribution and Collection, Capital Outlay	$861,393.28

Recommended Action:

Approve Resolution No. 44-2020; BA No. 5.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution 44-2020 BA No. 5 Monterey Road Subdivision Watermain Improvements Project	4/6/2020	Resolution add to Y drive
🗋	Location Map	4/6/2020	Backup Material

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 44-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT No. 5 TO THE 2019-2020 WATER SEWER FUND; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF ADDITIONAL FUNDS FOR THE MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The 2019-2020 Year Budget of the Water Sewer Fund of the City of Stuart, Florida, being Resolution No. 44-2020 of the City Commission of the City of Stuart, Florida, as amended, hereinafter the "Budget," is hereby further amended, as follows:

From:	Fund Balance	$861,393.28
To:	Water Distribution and Collection, Capital Outlay	$861,393.28

This is an authorization of the City Commission of the City of Stuart, Florida authorizing budget amendment no. 5 to the FY 2019-20 Annual Budget to appropriate and expend additional funds for the Monterey Road Subdivision Watermain Improvements project.

SECTION 2: Except as amended hereby, the FY 2019-2020 Annual Budget shall remain in full force and effect.

SECTION 3: 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:

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
KELLI GLASS LEIGHTON, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

ADOPTED this 27th day of April, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY


City of Stuart
Water and Sewer Service Area
N
W
E
S
0 1,000 2,000 3,000
Feet
Legend
Water and Sewer Service Area
City Limits
FEC Railroad
Centerline
Right of Way
St Lucie River
Stuart Parcels
Runway
County Parcels
Project Location:
Monterey Subdivision
NORTHSTAR GEOMATICS
Post Office Box 2371 • Stuart, FL 34995
772-781-6400 • www.nsgeo.com
Earth-based data at your command
Date: March 16, 2007
Stuart

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/27/2020 **Prepared by:** Alaina Knofla

Title of Item:

AWARD OF RFP #2020-103: GRANT WRITING/PROGRAM ADMINISTRATION SERVICES FOR CDBG (RC):

RESOLUTION No. 45-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF RFP #2020-103, GRANT WRITING/PROGRAM ADMINISTRATION SERVICES FOR CDBG TO THE TOP RANKED FIRM, GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC., OF DADE CITY, 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 March 12, 2020. Simultaneously released on-line by DemandStar who notified 416 potential proposers and issued 11 RFP packages to planholders. The Stuart Procurement & Contracting Services Office issued one (1) RFP packages to individuals and firms who had expressed interest in proposing on this project. Two (2) proposals were received by the closing time and date of 2:30 pm, Thursday, April 2, 2020.

A three (3) member selection committee evaluated the responses based on the following criterion: Management, organization, expertise (specific project examples including CDBG), Direct program expertise, proven leverage strategic implemented and/or managed by the Team, Quality of references, Proposed Fees; firms were ranked based on the established criteria. The Selection Committee determined that it was in the City's best interest to award Guardian Community Resources Management, Inc.

Funding Source:

Payment of funds for grant writing and grant administration services is contingent upon receiving the grant., Typically the firm earns a percentage of the amount awarded in the grant.

Recommended Action:

Adopt Resolution 45-2020.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R45-2020	4/14/2020	Cover Memo

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 45-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF RFP #2020-103, GRANT WRITING/PROGRAM ADMINISTRATION SERVICES FOR CDBG TO THE TOP RANKED FIRM, GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC., OF DADE CITY, FLORIDA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

* * * * *

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

SECTION 1: The City Commission of the City of Stuart hereby approves the award of RFP #2020-103, Grant Writing/Program Administration Services to the top ranked firm Guardian Community Resources Management, Inc. with authorization to execute final agreement subsequent to review and approval by the City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 45-2020

Approve Award of ITB #2020-103, Grant Writing/Program Administration Services CDBG

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
KELLI GLASS LEIGHTON, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

ADOPTED this 27, day of April 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/27/2020 **Prepared by:** Alaina Knofla

Title of Item:

AWARD OF ITB #2020-201: MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT (RC):

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2020-201, MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER TOTAL UNIT PRICE OF $699,995.50 TO PRP CONSTRUCTION GROUP, LLC. OF INDIANTOWN, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This solicitation was advertised in the Palm Beach Post on February 20, 2020. The ITB was also posted on DemandStar the City's on-line bid disseminator. Demandstar notified eight hundred eighty-four (884) potential bidders and issued forty-eight (48) bid packages for this project. The Procurement office notified four (4) suggested vendors, (16) bids were received by the bid opening date and time of 2:30 pm. February 20, 2020.

The Engineer of record Holtz Engineering has checked references and with Public Works Staff concurrence recommends award to the lowest responsive and responsible bidder, for a total unit price $699,995.50.

Funding Source:

1610/563 (200032601)

Recommended Action:

Adopt Resolution No. 46-2020

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R46-2020	4/8/2020	Cover Memo

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 46-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2020-201, MONTEREY ROAD SUBDIVISION WATERMAIN IMPROVEMENTS PROJECT TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER TOTAL UNIT PRICE OF $699,995.50 TO PRP CONSTRUCTION GROUP, LLC. OF INDIANTOWN, FLORIDA PROVIDIG AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Commission of the City of Stuart hereby approves the award of ITB #2020-201, Monterey Road Subdivision Watermain Improvements Project to the lowest, responsive and responsible bidder,PRP Construction Group, LLC. of Indiantown, Florida at the unit price total of $699,995.00; subsequent to review and approval by City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 46-2020

Approve Award of ITB #2020-201, Monterey Road Subdivision Watermain Improvements Project.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
KELLI GLASS LEIGHTON, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

ADOPTED this 27, day of April 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/27/2020 **Prepared by:** David Dyess, City Manager

Title of Item:

FLAGLER CENTER USE FOR PUBLIC CITY MEETINGS (RC):

RESOLUTION No. 47-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, UTILIZING THE FLAGLER CENTER FOR PUBLIC MEETING PARTICIPATION AND ABATING RENT DUE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This is a resolution to extend the rent due date at Flagler Center and allow the City of Stuart to utilize the facility for all public board and commission meetings. This will allow the City to accommodate public participation at meetings by providing a location that has multiple rooms for social distancing. We will provide technology for the public to utilize to make comment at meetings held at city hall.

This agreement was determined and agreed upon via email exchanges with Main Street.

Funding Source:

N/A

Recommended Action:

Motion to approve Resolution 47-2020

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution 47-2020 Utilizing Flagler Center	4/16/2020	Resolution add to Y drive

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 47-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, UTILIZING THE FLAGLER CENTER FOR PUBLIC MEETING PARTICIPATION AND ABATING RENT DUE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on March 16, 2020, the Mayor of the City of Stuart issued a local emergency declaration pursuant to Florida Statute, §252.38(2); and

WHEREAS, on March 17, 2020, the City Commission adopted Resolution 38-2020 extending the Local State of Emergency through April 13, 2020. On April 3, 2020, Resolution 39-2020 extended the Local State of Emergency through May 11, 2020. Both extension resolutions also cancelled several meetings and extended other advertised meetings to specific dates as set forth in the Resolution; and

WHEREAS, due to the recommendations of the Center for Disease Control, the World Health Organization as well as the State of Emergency entered by the Governor of Florida, it has become necessary to provide alternative public access to meetings held by the City of Stuart; and

WHEREAS, public participation is essential in the process of city meetings and some may not have the technology means to participate electronically; and

WHEREAS, the City Commission adopted Resolution 61-2019 leasing the Flagler Center to Stuart Main Street Association, Inc. and finds that it is necessary and reasonable to extend the rental credit period for the Flagler Center for the City to utilize the facility to accommodate public participation at board and commission meetings; and

WHEREAS, Stuart Main Street Association, Inc. has cancelled all public rentals at the Flagler Center, and;

WHEREAS, Stuart Main Street has requested an extension to the rent abatement described in Section 2 of the Lease Agreement for the Flagler Center.

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

SECTION 1. City of Stuart will be entitled to utilize the Flagler Center for public participation at board and commission meetings when necessary throughout the City of Stuart's declared State of Emergency or implemented social distancing requirements. The use by the City of the Flagler Center is without any reduction in allotted city days.

SECTION 2. Because of the impacts related to COVID –19 and as consideration for the use of the premises for public participation for City of Stuart Meetings, the rent credit described in Section 2 of the lease shall be extended through September 30, 2020. Therefore, the first payment of rent due the City of Stuart from Stuart Main Street Association, Inc. will be extended to October 1, 2020. All other terms and obligations set forth in the lease agreement shall remain in full force and effect.

SECTION 10. Effective Date. 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:

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
KELLI GLASS LEIGHTON, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				
REBECCA S. BRUNER, COMMISSIONER				

ADOPTED this ____ day of April, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/27/2020 **Prepared by:** Alaina Knofla

Title of Item:

AWARD OF ITB #2020-202: FEDERAL HWY MEDIAN IMPROVEMENTS PROJECT (RC):

RESOLUTION No. 51-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2020-202, FEDERAL HWY MEDIAN IMPROVEMENTS PROJECT TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER TOTAL UNIT PRICE OF $237,626.79 TO SUNSHINE LAND DESIGN 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 January 31, 2020. Demandstar notified six hundred and eighty three (683) potential bidders, there were twenty four (24) plan holders, and issued one (1) bid packages for this project. Two (2) bids were received by the bid opening date and time of 2:30 pm. March 4, 2020.

Procurement has checked references and recommends award to the lowest responsive and responsible bidder, for a total unit price $237,626.79..

Funding Source:

1230/563 20040902

Recommended Action:

Adopt Resolution No. 51-2020

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R51-2020	4/16/2020	Cover Memo

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 51-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2020-202, FEDERAL HWY MEDIAN IMPROVEMENTS PROJECT TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER TOTAL UNIT PRICE OF $237,626.79 TO SUNSHIN LAND DESIGN OF STUART, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Commission of the City of Stuart hereby approves the award of ITB #2020-202: Federal Hwy Median Improvements Project to the lowest, responsive and responsible bidder, Sunshine Land Design., of Stuart, Florida at the unit price total of $237,626.79 ; subsequent to review and approval by City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 51-2020

Approve Award of ITB #2020-202, Federal Hwy Median Improvements Project

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
KELLI GLASS LEIGHTON, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

ADOPTED this 27, day of April 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/27/2020 **Prepared by:** Pinal Gandhi-Savdas

Title of Item:

AMENDMENT TO FEDERAL HIGHWAY MAINTENANCE AGREEMENT (RC):

RESOLUTION No. 40-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A DISTRICT FOUR (4) MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND THE CITY OF STUART RELATING TO THE PROPOSED ROADWAY LANDSCAPING IMPROVEMENTS WITHIN THE RIGHT-OF-WAY OF STATE ROAD 5/NW FEDERAL HIGHWAY (US HIGHWAY 1) FROM THE ROOSEVELT BRIDGE NORTHERN TERMINUS TO NW BAKER ROAD; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

On May 20, 2019, the Community Redevelopment Agency Board approved the landscape and aesthetic improvements to unimproved median on NW Federal Highway from the Roosevelt Bridge northern terminus to NW Baker Road to create the city's entryway to the downtown area.

Subsequently, the City applied for a permit to the Florida Department of Transportation (FDOT) for the proposed median landscape improvements on NW Federal Highway. The City is responsible for maintaining the landscaping improvements within the FDOT's right-of-way. The FDOT requires a Memorandum of Agreement that includes a requirement that the City maintain the landscape improvements within their right-of-way as described in "Exhibit A."

The cost of annual maintenance for the City or CRA is estimated at between $12,000 to $14,000.

Funding Source:

Funding to be appropriated for approximately $12,000 to $14,000 per annum, either from CRA funds or Public Works maintenance budget.

Recommended Action:

Approve Resolution No. 40-2020 authorizing the Mayor and City Clerk to execute a Landscape Maintenance Memorandum of Agreement with the Florida Department of Transportation (FDOT).

ATTACHMENTS:

Description	Upload Date	Type
Resolution No. 40-2020	3/27/2020	Resolution add

			to Y drive
	Exhibit A - Maintenance Memorandum of Agreement	3/27/2020	Resolution add to Y drive

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 40-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A DISTRICT FOUR (4) MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND THE CITY OF STUART RELATING TO THE PROPOSED ROADWAY LANDSCAPING IMPROVEMENTS WITHIN THE RIGHT-OF-WAY OF STATE ROAD 5/NW FEDERAL HIGHWAY (US HIGHWAY 1) FROM THE ROOSEVELT BRIDGE NORTHERN TERMINUS TO NW BAKER ROAD; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The Mayor and City Clerk are authorized and directed to execute a District Four (4) Maintenance Memorandum of Agreement (MOA) between the State of Florida Department of Transportation (FDOT) and the City of Stuart relating to the proposed roadway landscaping improvements on State Road 5/NW Federal Highway (US Highway 1) from the Roosevelt Bridge northern terminus to NW Baker Road. A copy of the District Four (4) Maintenance Memorandum of Agreement is attached hereto as "Exhibit A."

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 40-2020
Authorization to Execute a MOA

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
KELLI GLASS LEIGHTON, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

ADOPTED this _____ day of _____, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

SECTION No.:	**89010000**
Permit No.:	**2019-L-490-00003**
COUNTY:	**Martin County**
S.R. No.:	**5**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____20__, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and the **City of Stuart,** a municipal corporation, existing under the Laws of Florida, hereinafter called the AGENCY.

W I T N E S S E T H:

WHEREAS, the DEPARTMENT has jurisdiction over **State Road 5 / NW Federal Highway (US Highway 1)** as part of the State Highway System as described in **Exhibit "A"**; and

WHEREAS, the AGENCY seeks to install by permit and maintain certain landscape improvements within the right of way of **State Road 5 / NW Federal Highway (US Highway 1)** as described within **Exhibit "B"**; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility as described in **Exhibit "A"** attached hereto and incorporated by reference herein, within the corporate limits of the AGENCY or within the unincorporated County; and

WHEREAS, the AGENCY is agreeable to maintaining those landscape improvements within the AGENCY'S limits including plant materials, irrigation system and/or hardscape which may contain specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]) including any other nonstandard hardscape (if applicable), but excluding standard concrete sidewalk, and agree such improvements shall be maintained by periodic mowing, fertilizing, weeding, litter pick-up, pruning, necessary replanting, irrigation repair and/or repair of the median concrete replacements associated with the specialty surfacing (if applicable) as needed; and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all right of way within the medians, outside the travelway and improvements made to the travelway that was made at the request of the AGENCY; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution No._____ dated _____, 20_____, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so; and

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

The AGENCY shall install and agrees to maintain the *landscape improvements* described herein as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project (s) and incorporated herein as **Exhibit "B"**. *Hardscape* shall mean, but not be limited to any site amenities such as landscape accent lighting, bike racks, fountain, tree grates, decorative free standing wall, and/or sidewalk, median and/or roadway specialty surfacing such as concrete pavers, stamped colored concrete and/or stamped colored asphalt (also known as patterned pavement).

(a) All plant materials shall be installed and maintained in strict accordance with sound nursery practice prescribed by the International Society of Arboriculture (ISA). All plant materials installed shall be Florida #1 or better according to the most current edition of Florida Department of Agriculture, *Florida Grades and Standards for Nursery Stock;* and all trees shall meet Florida Power & Light, *Right Tree, Right Place*, *South Florida*.

(b) Trees and palms within the right of way shall be installed and pruned to prevent encroachment to roadways, lateral offsets and sidewalks. Definition of these criteria is included in the most current editions of FDOT standards for design, construction, maintenance, and utility operations on the state highway system and **Exhibit "C"**, the Maintenance Plan.

(c) Tree and palm pruning shall be supervised by properly trained personnel trained in tree pruning techniques and shall meet the most current standards set forth by the International Society of Arboriculture (ISA) and the American National Standard Institute (ANSI), Part A-300.

(d) Irrigation installation and maintenance activities shall conform to the standards set forth by the Florida Irrigation Society (FIS) latest edition of FIS, *Standards and Specifications for Turf and Landscape Irrigation Systems.*

(e) The AGENCY shall provide the FDOT Local Operation Center accurate as-built plans of the irrigation system so if in the future there is a need for the DEPARTMENT to perform work in the area, the system can be accommodated as much as possible. (See paragraph (l) for contact information)

(f) If it becomes necessary to provide utilities (water/electricity) to the median or side areas, it shall be the AGENCY'S responsibility to obtain a permit for such work

through the local Operations Center (see paragraph (l) below) and the AGENCY shall be responsible for all associated fees for the installation and maintenance of these utilities.

(g) All specialty surfacing shall be installed and maintained in strict accordance with the most current edition of the *Florida Accessibility Code for Building Construction* and the *Interlocking Concrete Pavement institute (ICPI).*

(h) All activities, including landscape improvements installation and future maintenance operations performed on State highway right of way, must be in conformity with the most current edition of the *Manual on Uniform Traffic Control* (MUTCD) and *FDOT Standard Plans for Road Construction, 102-XXX series, Maintenance of Traffic.*

(i) The most current edition of *FDOT Design Manual, Section 212.11 and Exhibits 212.4 through 212.7 regarding clear sight triangles at intersections* must be adhered to.

(j) Clear Zone Lateral Offset and as specified in the *FDOT Design Manual,* Chapter 215 must be adhered to.

(k) Landscape improvements shall not obstruct roadside signs or permitted outdoor advertising signs, (see Florida Administrative Code [F.A.C.] Rule Chapter 14-10.)

(l) The AGENCY shall provide the local FDOT Operation Center located at Treasure Coast Operations, 3601 Oleander Avenue, Fort Pierce, FL 34982, (772)465-7396, a twenty-four (24) hour telephone number and the name of a responsible person that the DEPARTMENT may contact. The AGENCY shall notify the local maintenance office forty-eight (48) hours prior to the start of the landscape improvements.

(m) If there is a need to restrict the normal flow of traffic, it shall be done on non-holiday, weekday off-peak hours (9 AM to 3 PM), and the party performing such work shall give notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the landscape improvements. The DEPARTMENT'S Operation Center Public Information Officer (see telephone number in Paragraph (l) shall also be notified.

(n) The AGENCY shall be responsible to clear all utilities within the landscape improvement limits before construction commences.

(o) The AGENCY shall follow the minimum level of maintenance guidelines as set forth in FDOT'S Rule Chapter 14-40 *Highway Beautification and Landscape Management*, in the FDOT *Guide to Roadside Mowing and Maintenance Management System,* and **Exhibit "C"**, the *Maintenance Plan* for maintenance activities for landscape improvements.

3. MAINTENANCE OF FACILITIES

A. The AGENCY agrees to maintain the landscape improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"** and as further described in **Exhibit "B"**. The non-standard improvements within and outside the travelway shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to Section 7, by periodic mowing, pruning, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, irrigation system repair and/ or repair of any median concrete replacement associated with specialty surfacing (if applicable) following the DEPARTMENT'S landscape safety and maintenance guidelines, **Exhibit "C"**, the Maintenance Plan. The AGENCY'S responsibility for maintenance shall include all landscaped, turfed and hardscape areas on the sidewalk or within the medians and areas outside the travelway to the right of way and/or areas within the travelway containing specialty surfacing. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard travelway surfacing (if applicable) on DEPARTMENT right of way within the limits of this Agreement.

B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to properly water and fertilize all plant materials; to keep them as free as practicable from disease and harmful insects; to properly mulch the planting beds; to keep the premises free of weeds; to mow the turf to the proper height; to properly prune all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage, permitted outdoor advertising signs per Florida Statute 479.106 and for those using the roadway and/or sidewalk; (3) preventing any other potential roadway hazards. *Plant materials* shall be those items which would be scientifically classified as plants and including trees, palms, shrubs, groundcover and turf. To maintain also means to remove or replace dead or diseased plant materials in their entirety, or to remove or replace those that fall below original project standards. Palms shall be kept fruit free year-round. To maintain also means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. To maintain also means to keep the nonstandard hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. All plants removed for whatever reason shall be replaced by plants of the same species type, size, and grade as specified in the original plans and specifications. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.

C. If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the travelway to maintain these improvements, all costs associated with the utilities associated for the landscape improvements including any impact and/or connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining AGENCY'S responsibility.

The AGENCY shall be directly responsible for impact and connection fees.

D. The maintenance functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding, repayment, reworking or agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

4. NOTICE OF MAINTENANCE DEFICIENCIES

A. If at any time after the AGENCY has undertaken the landscape improvements installation and/or maintenance responsibility for the landscape improvements it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary, may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, to place said AGENCY on notice thereof. Thereafter, the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may, at its option, proceed as follows:

(1) Maintain the landscape improvements or any part thereof, with the DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred, and/or

(2) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 8 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the landscape improvements installed under this Agreement or any preceding Agreements, except as to trees and palms, and charge the AGENCY the reasonable cost of such removal.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the landscape improvements covered by this Agreement may be removed, relocated, or adjusted at any time in the future, as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered, or otherwise changed to meet future criteria or planning needs of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar day notice to remove said landscape improvements at the AGENCY's expense after which time the DEPARTMENT may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining AGENCY'S responsibility.

6. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape improvements within the limits of the landscape improvements rights of ways identified as a result of this document, subject to the following conditions:

(a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.

(b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.

(c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

7. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional landscape improvements within the limits of the right of way identified in **Exhibit "A"** of this Agreement that the AGENCY shall be responsible for maintaining under this Agreement, subject to the following conditions:

(a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.

(b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.

(c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed by an adjacent owner.

8. AGREEMENT TERM

(a) The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for twenty-five (25) years.

(b) If the DEPARTMENT chooses to cancel the landscape improvements described in **Exhibit "B",** this Agreement becomes void and the original Agreement is reinstated, if any.

9. LIABILITY AND INSURANCE REQUIREMENTS

A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors and/or sub-contractors, such party in any contract for the landscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written

evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.

B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

(1) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of $1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of $500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office. The AGENCY and DEPARTMENT shall be named as additional insured on such policies.

(2) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.

(3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) day notice of cancellation and or/or restriction. If any of the insurance coverage will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

10. E-VERIFY REQUIREMENTS

The AGENCY shall:

(a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and

(b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

11. SUPERSEDED AGREEMENTS

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

12. FISCAL TERMS

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money will/may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than one year.

13. DISPUTES

The DEPARTMENT'S District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

14. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY, in whole or in part, without the prior written consent of the DEPARTMENT.

15. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The AGENCY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this agreement is decided.

16. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses:

If to the DEPARTMENT:
State of Florida Department of Transportation
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attention:
FDOT District IV Landscape Architect

If to the AGENCY:
City of Stuart
121 S.W. Flagler Avenue
Stuart, Florida 34994
Attention: City Manager

17. LIST OF EXHIBITS

Exhibit A: Landscape Improvements Maintenance Boundaries
Exhibit B: Landscape Improvement Plans
Exhibit C: Maintenance Plan for Landscape Improvements

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

CITY OF STUART

By: _____
Chairperson/Mayor/Manager

Attest: _____ (SEAL)
Clerk

Legal Review _____ Date _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Transportation Development Director

Attest: _____ (SEAL)
Executive Secretary

Legal Review _____ Date _____
Office of the General Counsel

SECTION No.: 89010000
Permit No.: 2019-L-490-00003
COUNTY: Martin County
S.R. No.: 5

EXHIBIT A

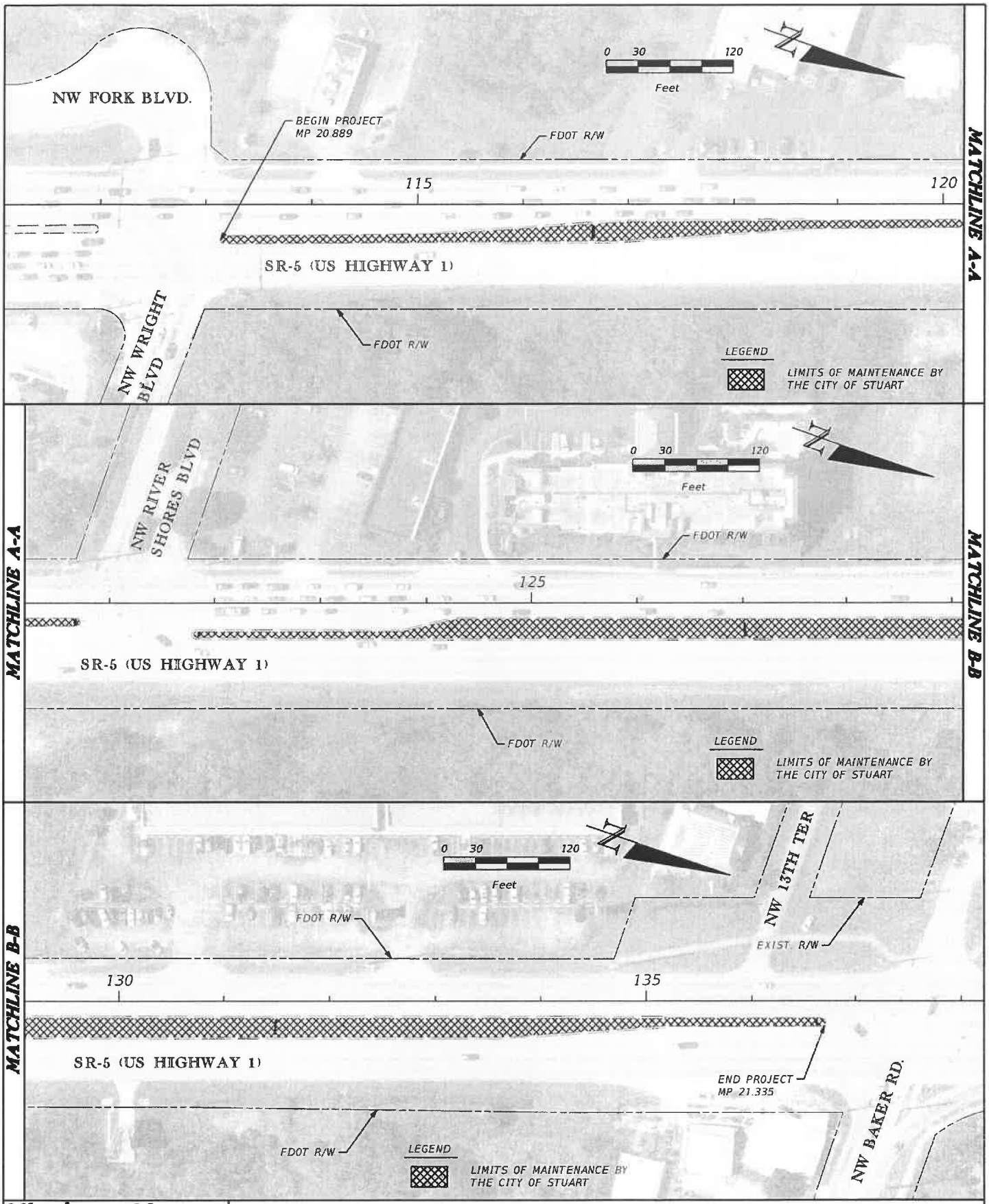
LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:

State Road 5 / N.W. Federal Highway (US Highway 1) from M.P. 20.889 to M.P. 21.335

II. LANDSCAPE IMPROVEMENTS MAINTENANCE RESPONSIBILITIES MAP:

Please see attached map



Kimley»Horn

MICHAEL C. FORMAN, P.E.
P.E. LICENSE NUMBER 85367
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

LANDSCAPE IMPROVEMENT MAINTENANCE BOUNDARY MAP
CITY OF STUART - FDOT PERMIT No. 2019-L-490-00003

SCALE: 1" = 120'	PROJECT NUMBER: 147496035	FEBRUARY 2020	FIGURE NO: 1-A

Mike.Forman 2/6/2020 4:47:04 PM K:\VRB_Roadway\147496035 - US Highway 1 LA\CAD\RDWY\LANDSCAPE\BOUNDARY.dwg

SECTION No.:	**89010000**
Permit No.:	**2019-L-490-00003**
COUNTY:	**Martin County**
S.R. No.:	**5**

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

The AGENCY agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Matthew T. Franko, RLA
Kimley Horn

Date: February 20, 2020

CITY OF STUART

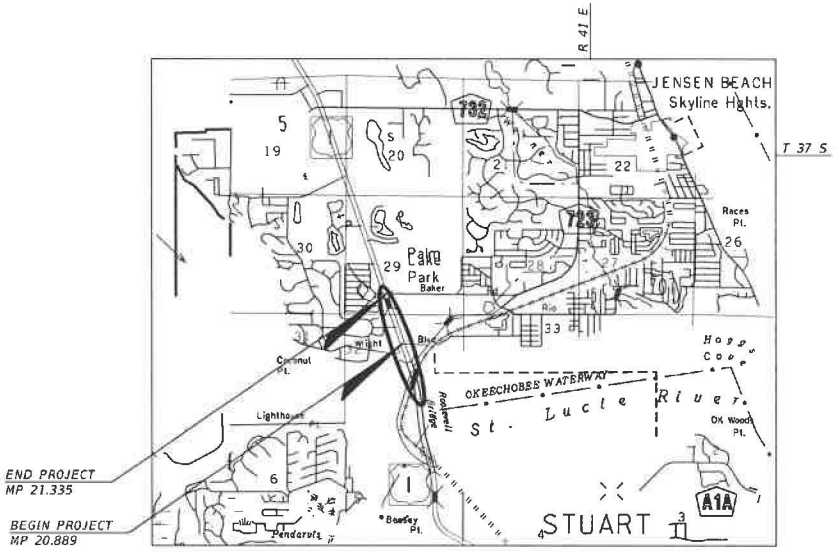
LANDSCAPE CONTRACT PLANS

SR 5 / NW FEDERAL HWY (US HIGHWAY 1)
LANDSCAPE IMPROVEMENTS
DESIGN SPEED = 45 MPH



INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-1	KEY SHEET
LD-2 - LD-3	LANDSCAPE GENERAL NOTES
LD-4	SUMMARY OF PAY ITEMS
LD-5	PLAN LAYOUT SHEET
LD-6 - LD-11	PLAN SHEETS
LD-11A - LD-11C	UTILITY DETAILS
LD-12 - LD-13	LANDSCAPE SPECIFICATIONS
LD-14 - LD-17	IRRIGATION PLANS
LD-18 - LD-19	IRRIGATION DETAILS
LD-20 - LD-21	MAINTENANCE OF TRAFFIC



CALL 2 BUSINESS DAYS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
811
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

PREPARED FOR

CITY OF STUART · FLORIDA · INCORPORATED 1914 · SAILFISH CAPITAL OF THE WORLD

CAPITAL PROJECTS MANAGER: PINAL GANDHI-SAVDAS

CITY COMMISSIONERS

REBECCA S. BRUNER	MAYOR
EULA CLARKE	VICE MAYOR
KELLI GLASS LEIGHTON	COMMISSIONER
MERRITT MATHESON	COMMISSIONER
MIKE MEIER	COMMISSIONER

DEPARTMENT OF PUBLIC WORKS

DAVID D. PETERS	DIRECTOR
TIM VOELKER, P.E.	ASSISTANT DIRECTOR

GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2018-19 STANDARD PLANS, AND "STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" DATED 2019, AS AMENDED BY CONTRACT DOCUMENTS.

PLANS PREPARED BY:

Kimley»Horn

445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
PROJECT NUMBER: 147496035
CERTIFICATE OF AUTHORIZATION: 00000696

LANDSCAPE PLANS
LANDSCAPE ARCHITECT OF RECORD: MATTHEW FRANKO

P.L.A. NO.: 6667292

REGISTERED LANDSCAPE ARCHITECT · MATTHEW TAYLOR FRANKO · LA6667292 · STATE OF FLORIDA

Digitally signed by Matthew T Franko
Date: 2020.02.20 17:33:16 -05'00'

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

100% DESIGN SUBMITTAL
JANUARY 2020

FDOT LANDSCAPE PERMIT NUMBER 2019-L-490-00003

SHEET NO.
LD-1

2/20/2020 3:31:44 PM K:\WRB_Roadway\147496035 - US Highway 1\LA\CADD\ROW\KEYSR001.DGN

LANDSCAPE GENERAL NOTES

1. ALL LANDSCAPED AREAS ARE TO RECEIVE A MINIMUM OF 12" OF TOPSOIL.
2. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
3. ALL PLANT MATERIAL SHALL BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE PLANT LIST.
4. ALL TREES SHALL HAVE A STRAIGHT TRUNK AND FULL HEAD AND MEET ALL REQUIREMENTS SPECIFIED.
5. ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
6. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
7. ALL PLANTING AREAS SHALL BE COMPLETELY MULCHED AS SPECIFIED.
8. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES ADJACENT TO THE WORK AREA 2) TO PROTECT ALL OF THE UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY TO MAINTAIN HEALTHY PLANT CONDITIONS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY MAINTAINING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) ALL OF THE PLANT MATERIALS UNTIL FINAL ACCEPTANCE.
12. ANY PLANT MATERIAL WHICH IS DISEASED, DISTRESSED, DEAD OR REJECTED (PRIOR TO SUBSTANTIAL COMPLETION) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
13. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR WARRANTY PERIOD. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS DURING NORMAL PLANTING SEASON.
14. AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCLIMATED FOR TWO (2) WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION.
15. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
16. WHERE SHOWN ON THE PLANS AND DETAILS, PLANTING BEDS ARE TO BE COMPLETELY COVERED WITH HARDWOOD MULCH FROM A LOCAL SOURCE HARVESTED IN A SUSTAINABLE MANNER TO A MINIMUM DEPTH OF THREE (3) INCHES.
17. ALL PLANT MATERIAL QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN.
18. ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES, AND SHALL BE FLORIDA NO. 1 OR BETTER AS GIVEN IN "GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II." STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.
19. ALL INVASIVE/EXOTIC SPECIES AND PROHIBITED TREE SPECIES SHALL BE REMOVED FROM SITE, INCLUDING ROOT BALLS TO THE EXTENT POSSIBLE WITH NO DAMAGE TO ADJACENT EXISTING TREES.
20. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A COPY OF THE PROJECT SPECIFICATIONS PRIOR TO BIDDING.
21. DURING CONSTRUCTION AND UNTIL FINAL ACCEPTANCE, WEEDING WITHIN THE MEDIAN TO BE CONDUCTED ONCE A MONTH BY HAND.
22. DURING CONSTRUCTION AND UNTIL FINAL ACCEPTANCE, LITTER IS TO BE REMOVED FROM THE MEDIAN ONCE A MONTH.
23. DURING CONSTRUCTION AND UNTIL FINAL ACCEPTANCE, PLANTING AREAS TO BE IRRIGATED TWICE A WEEK WITH A 1/2" OF WATER PER APPLICATION FOR A TOTAL OF 1" WATER PER WEEK.
24. PROJECT SCHEDULE TO BE DETERMINED BY CITY OF STUART.
25. PLANT HEIGHT AND SPREAD SHALL TAKE PRECEDENCE OVER CONTAINER SIZE. ALL PLANTINGS ARE EXPECTED TO BE FLORIDA NO. 1 AND MEET ALL SPECIFICATIONS PROVIDED.
26. ALL PROPOSED LANDSCAPE PLANTING AREAS TO BE EXCAVATED TO A MINIMUM DEPTH OF 12" AS NECESSARY TO CONTAIN APPROPRIATE PLANTING MIX AS SPECIFIED. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ALL EXISTING UTILITIES, IRRIGATION LINES, WIRING, LIGHTING, STRUCTURES, LANDSCAPE, ETC. WHICH ARE SCHEDULED TO BE RETAINED/REUSED.
27. CONTRACTOR TO FIELD LOCATE ALL VEGETATION IN MEDIANS WITHIN PROJECT LOCATIONS DENOTED ON THE PLANS. PROTECT ALL EXISTING TREES CALLED OUT TO REMAIN PER PLANS AND DETAILS (CONTRACTOR LIABLE FOR DAMAGE). CONTRACTOR TO REMOVE ALL OTHER VEGETATION IN PROJECT LOCATIONS AND DISPOSE IN A SUSTAINABLE MANNER. CONTRACTOR IS NOT TO IMPACT ANY UTILITIES (ELECTRIC, IRRIGATION, ETC.) THROUGH VEGETATION REMOVAL AND SHALL BE REQUIRED TO REPAIR ANY DAMAGE (AT THE CONTRACTOR'S EXPENSE) TO MEET LANDSCAPE ARCHITECT/OWNER'S SATISFACTION.
28. CONTRACTOR SHALL REPAIR ANY AND ALL DAMAGE DONE TO THE FDOT PROPERTY DURING DEMOLITION, RELOCATION &/OR INSTALLATION ACTIVITIES AT HIS SOLE EXPENSE.
29. OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS, AS DETERMINED BY THE DEPARTMENT, SHALL REMAIN IN THE DEPARTMENT UNTIL A FINAL ACCEPTANCE OF THE PERMITTED PROJECT IS FULFILLED. EXCAVATED MATERIALS SHALL BE HAULED BY THE PERMITTEE, AT THEIR COST & EXPENSE FROM THE SITE TO THE TREASURE COAST OPERATION CENTER OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DEPARTMENT, INCLUDING ASPHALT MILLINGS.
30. ALL LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN FDOT RIGHT-OF-WAY SHALL COMPLY WITH CURRENT APPLICABLE FDOT STANDARD SPECIFICATIONS 580.
31. ALL LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN FDOT RIGHT-OF-WAY SHALL BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 580-001.
32. ANY EXISTING SECTION CORNER, QUARTER SECTION CORNER AND MARTIN COUNTY SURVEY CONTROL MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A MONUMENT IS IN DANGER OF BEING DISTURBED, THE CONTRACTOR SHALL HAVE A PROFESSIONAL LAND SURVEYOR REFERENCE IT PRIOR TO CONSTRUCTION, AND RESET IT AFTER CONSTRUCTION.
33. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DISTURBED, AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE DISTRICT LOCATION SURVEYOR, WITHOUT DELAY, BY TELEPHONE.
34. ANY NGVD-29 MONUMENT WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A MONUMENT IS IN DANGER OF BEING DISTURBED, THE CONTRACTOR SHOULD NOTIFY:

    MARK MAINTENANCE SECTION
    GEODETIC INFORMATION CENTER ATTN: N/CG-162
    ROCKVILLE, MARYLAND 20852
    TELEPHONE: 301-443-8319

35. CONTRACTOR SHALL MAINTAIN TRAFFIC AT ALL TIMES DURING CONSTRUCTION IN ACCORDANCE WITH FDOT INDEX NOS. 600 THRU 660 AND SHALL PROVIDE ALL BARRICADES, LIGHTING, CHANNELIZING DEVICES, TEMPORARY PAVEMENTS, TEMPORARY SIGNALS, ATTENUATORS, VARIABLE MESSAGE SIGNS, SIGNAGE AND FLAG MEN AS NECESSARY OR ANYTHING ELSE THAT MAY BE REQUIRED TO MEET FDOT INDEX 600 TO PROVIDE FOR THE SAFETY OF THE PUBLIC IN THE AREA OF THE WORK. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH CURRENT FDOT ROADWAY & TRAFFIC DESIGN STANDARDS AND SPECIFICATIONS AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). THE CONTRACTOR SHALL PREPARE & SUBMIT SIGNED & SEALED TRAFFIC CONTROL PLANS TO FDOT & CITY OF STUART FOR APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION. LANE CLOSURES ALONG U.S. HIGHWAY 1 WILL NOT BE ALLOWED DURING PEAK HOUR OPERATIONS (7-9AM & 4-6PM). ALL PROPOSED LANE CLOSURES SHALL BE APPROVED IN ADVANCE BY THE FDOT TREASURE COAST OPERATIONS ENGINEER.
36. EXISTING DRAINAGE STRUCTURES AND PIPES WITHIN THE LIMITS OF CONSTRUCTION SHALL REMAIN, UNLESS OTHERWISE NOTED.
37. DURING CONSTRUCTION, SHOULD ANY DRAINAGE STRUCTURES (INCLUDING PIPES) BE FOUND THAT ARE NOT SHOWN ON THE PLANS, NOTIFY THE ENGINEER IMMEDIATELY.
38. EXISTING UTILITIES ARE TO BE ADJUSTED OR RELOCATED BY OTHERS AS DIRECTED BY THE ENGINEER, UNLESS OTHERWISE NOTED.
39. IN REFERENCE TO EXISTING UTILITIES AND UTILITY ADJUSTMENTS:
    A. THE LOCATION OF UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL INFORM THE ENGINEER AND NOTIFY THE RESPECTIVE UTILITY OWNER(S) TO RESOLVE UTILITY CONFLICTS AND UTILITY ADJUSTMENTS AS REQUIRED.
    B. FOR EXISTING UTILITY SYMBOLS, SEE FDOT STANDARD INDEX 002.
    C. WATER AND SANITARY SEWER UTILITY WORK SHALL BE IN CONFORMANCE WITH ALL CODES, STANDARDS, AND ORDINANCES CURRENTLY H.R.S., AND THE LOCAL UTILITY DEPARTMENT OWNING THE FACILITIES.
40. CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD OR UNDERGROUND UTILITIES.
41. CONTRACTOR SHALL NOTIFY SUNSHINE STATE "ONE CALL" 1-800-432-4770 AND ALL AFFECTED UTILITIES 48 HOURS IN ADVANCE OF ANY CONSTRUCTION SO THAT A COMPANY REPRESENTATIVE MAY BE PRESENT.
42. PATTERNED PAVEMENT INSTALLATION SHALL COMPLY WITH CURRENT FDOT STANDARD SPECIFICATION 523.

FDOT LANDSCAPE PERMIT NUMBER
2019-L-490-00003

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
MATTHEW FRANKO, P.L.A.
P.L.A. LICENSE NUMBER 6667292
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF STUART

SR 5 (US HIGHWAY 1)
LANDSCAPE PLANS

LANDSCAPE GENERAL NOTES

SHEET NO.
LD-2

LANDSCAPE GENERAL NOTES

43. EXISTING UTILITY OWNERS:

MARTIN COUNTY UTILITIES	DAREN BROTHERS	772-221-1400
MARTIN COUNTY BOARD OF COMMISSIONERS	DAMIAN BONO	772-288-5528
COMCAST	JOHN STRAHN	561-227-3417
AT&T	DINO FARRUGGIO	561-997-0240
CITY OF STUART	CHAD HERZOG	772-288-5331
CENTURY LINK	GEORGE MCELVAIN	303-992-9931
SPRINT	JON BAKER	N/A
CITY GAS COMPANY OF FL	RON MULLER	321-638-3424
FLORIDA POWER & LIGHT	JOEL BRAY	386-586-6403
MCI	DEAN BOYER	469-886-4238

44. CONTRACTOR SHALL EXERCISE CAUTION WHILE REMOVING AND/OR RELOCATING EXISTING SIGNS IN ORDER TO PREVENT ANY UNNECESSARY DAMAGE TO THE SIGNS. SIGNS WHICH ARE DAMAGED BEYOND USE, AS DETERMINED BY THE ENGINEER, SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.

45. SODDED AREAS WILL BE IN ACCORDANCE WITH FDOT DESIGN STANDARD INDEX 105 AND STANDARD SPECIFICATIONS SECTIONS 162, 570, 981, 982, 983 AND 987 OF LATEST EDITION OF THE GOVERNING DESIGN STANDARDS AND STANDARD SPECIFICATIONS. ALL DISTURBED AREAS SHALL BE SODDED WITHIN ONE (1) WEEK OF INSTALLATION OF SAID PERMITTED WORK.

46. THE FLORIDA DEPARTMENT OF TRANSPORTATION IS THE OWNER OF U.S. HIGHWAY 1. THE CITY OF STUART WILL BE RESPONSIBLE FOR MAINTENANCE ASSOCIATED WITH THE PROPOSED LANDSCAPE IMPROVEMENTS.

47. ANY PLANT MATERIAL SUBSTITUTION WITHIN OR IMPACTING THE FDOT RIGHT OF WAY WEATHER REQUESTED BY THE CONTRACTOR, OWNER, LANDSCAPE ARCHITECT OR OTHER WILL NEED TO GET APPROVAL FROM THE FDOT DISTRICT LANDSCAPE ARCHITECT.

48. CYPRESS MULCH IS NOT PERMITTED ON FDOT RIGHT OF WAY. MULCH PERMITTED TO BE USED ARE HARDWOOD MULCH (CONTAINING NO CYPRESS PRODUCTS), RECYCLED MULCH OR APPROVED EQUAL, CERTIFIED BY THE MULCH AND SOIL COUNCIL (MSC). SUBMIT PROOF OF CERTIFICATION TO THE FDOT DISTRICT OPERATIONS PERMIT LANDSCAPE INSPECTOR UPON INSPECTION.

49. PATTERNED PAVEMENT INSTALLATION SHALL COMPLY WITH CURRENT FDOT STANDARD SPECIFICATION 523. ONLINE REFERENCE: http://www.fdot.gov/programmanagement/Implemented/Specbooks/January2018/Files/118eBook.pdf

50. CONTRACTOR SHALL PROVIDE FDOT DISTRICT OPERATIONS MANAGER WITH A SET OF "AS-BUILT" IRRIGATION PLANS.

51. SLEEVING MUST BE 36" BELLOW THE ROADWAY. VERIFY WITH FDOT MAINTENANCE THAT SLEEVING/DIRECTIONAL BORE IS PERMITTED AT THIS TIME. A NEWLY RESURFACED ROAD CANNOT BE DISTURBED FOR 5 YEARS.

52. PERMITTEE'S REPRESENTATIVE AND FDOT INSPECTOR MUST BE ON SITE DURING ALL BORING ACTIVITIES, PERMITTEE SHALL PROVIDE ALL DOCUMENTATION TO BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS, SECTION 555 OR 556, WHICHEVER IS APPLICABLE.

53. PERMITTEE'S CONTRACTORS THAT ARE PERFORMING DIRECTIONAL DRILLING AND/ OR JACK BORE ACTIVITIES SHALL PROVIDE THE DEPARTMENT (PERMITS OFFICE) PROOF OF A PROPER STATE CONTRACTOR'S LICENSE AND CERTIFICATE OF LIABILITY INSURANCE PRIOR TO ANY COMMENCEMENT OF PERMITTED WORK.

54. PERMITTEE WILL ENSURE THAT ALL LOCATES HAVE BEEN PERFORMED PRIOR TO SCHEDULING OF ANY BORING ACTIVITIES. THIS SHALL INCLUDE SOFT DIGS TO VERIFY VERTICAL AND HORIZONTAL ALIGNMENT.

FDOT IRRIGATION NOTES:

1. FDOT REQUIRES 24-HOUR EMERGENCY ACCESS TO WATER SOURCE.
2. THE CONTRACTOR SHALL PROVIDE FDOT DISTRICT OPERATIONS MANAGER WITH A SET OF "AS-BUILT" IRRIGATION PLANS.
3. SLEEVING MUST BE 36" BELOW THE ROADWAY. VERIFY WITH FDOT MAINTENANCE THAT SLEEVING/DIRECTIONAL BORE IS PERMITTED AT THIS TIME.
4. PERMITTEE'S REPRESENTATIVE AND AN FDOT INSPECTOR MUST BE ON SITE DURING ALL BORING ACTIVITIES. UPON COMPLETION OF THE BORING ACTIVITIES, PERMITTEE SHALL PROVIDE ALL DOCUMENTATION TO BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION, SECTION 555 OR 556, WHICHEVER IS APPLICABLE.
5. PERMITTEE'S CONTRACTORS THAT ARE PERFORMING DIRECTIONAL DRILLING AND/OR JACK AND BORE ACTIVITIES SHALL PROVIDE THE DEPARTMENT (PERMITS OFFICE) PROOF OF A PROPER STATE CONTRACTOR'S LICENSE AND CERTIFICATE OF LIABILITY INSURANCE PRIOR TO ANY COMMENCEMENT OF PERMITTED WORK.
6. PERMITTEE WILL ENSURE THAT ALL LOCATES HAVE BEEN PREFORMED PRIOR TO SCHEDULING OF ANY BORING ACTIVITIES. THIS SHALL INCLUDE SOFT DIGS TO VERIFY VERTICAL & HORIZONTAL ALIGNMENT.

FDOT LANDSCAPE PERMIT NUMBER
2019-L-490-00003

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
MATTHEW FRANKO, P.L.A.
P.L.A. LICENSE NUMBER 6667292
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000096

CITY OF STUART

SR 5 (US HIGHWAY 1)
LANDSCAPE PLANS

LANDSCAPE GENERAL NOTES

SHEET NO.
LD-3

SUMMARY OF PAY ITEMS

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY
	SITE DEVELOPMENT		
101-1A	MOBILIZATION/DEMOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-2A	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1
110-1-1	STANDARD CLEARING & GRUBBING	LS	1
110-4-10	REMOVAL OF EXIST CONCRETE	SY	808
162-1-3	PREPARED SOIL LAYER (12" DEPTH)	CY	875
522-1	CONCRETE SIDEWALK (4" THICK)	SY	6
523-2	STAMPED CONCRETE (4" THICK, 45° HERRINGBONE PATTERN, INCRETE TERRA COTTA)	SY	445
580-1-A	MULCH (EARTHWISE MULCH)	CY	220
580-4-483	ROYSTONEA REGIA / ROYAL PALM (FG, 10' GW MIN., STRAIGHT, SINGLE, FL #1)	EA	11
580-5-693	JATROPHA INTEGERRIMA / JATROPHA TREE (30 GAL, 2" CAL MIN., 8' HT MIN.)	EA	4
580-6-292	MANGAVE 'SNOW LEOPARD' PP31137 (3 GAL, 18" HEIGHT, 24" SPREAD, FULL)	EA	60
580-7-253	FICUS MICROCARPA 'GREEN ISLAND' / GREEN ISLAND FICUS (3 GAL, 18" FULL)	EA	158
580-7-383	IXORA CHINENSIS / CHINESE IXORA (3 GAL, 18" FULL)	EA	396
580-7-393	**SCHEFFLERA ABORICOLA 'TRINETTE' / SCHEFFLERA (3 GAL, 18" FULL)**	EA	91
580-7-403	ZAMIA FLORIDANA / COONITE PALM (3 GAL, 30" FULL)	EA	894
580-7-413	BOUGAINVILLEA X 'HELEN JOHNSON' - COMPACT BOUGAINVILLEA (3 GAL, 12" FULL)	EA	1,209
580-7-423	DURANTA ERECTA 'GOLD MOUND' / GOLD MOUND DURANTA (3 GAL, 18" FULL)	EA	1,105
580-7-433	NEOMARICA GRACILIS / WALKING IRIS (3 GAL, 18" FULL)	EA	438
590-1	IRRIGATION (COMPLETE SYSTEM, F&I)	LS	1
700-2-50	MULTI POST SIGN (RELOCATE EXIST. PANEL) (NEW FOUNDATION, POST, HARDWARE)	AS	1
1050-42-202	UTILITY PIPE (HDPE) (2" WM) (HDD)	LF	63
1080-21-102	UTILITY FIXTURE (METER BOX) (F&I) (2")	EA	1
1080-22-102	UTILITY FIXTURE (BACKFLOW ASSEMBLY) (F&I) (2")	EA	1
1080-23-112	UTILITY FIXTURE (TAPPING SADDLE/SLEEVE) (F&I) (12"X2")	EA	1

FDOT LANDSCAPE PERMIT NUMBER
2019-L-490-00003

REVISIONS						
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	

Kimley»Horn
MATTHEW FRANKO, P.L.A.
P.L.A. LICENSE NUMBER 6667292
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF STUART
SR 6 (US HIGHWAY 1)
LANDSCAPE PLANS

SUMMARY OF PAY ITEMS

SHEET NO.
LD-4

Mike.Forman 12/5/2019 4:18:46 PM K:\VRB_Roadway\147496035 - US Highway 1 LA\CADD\RDWY\CESSRD01.DGN



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
MATTHEW FRANKO, P.L.A
F.L.A. LICENSE NUMBER 6667297
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

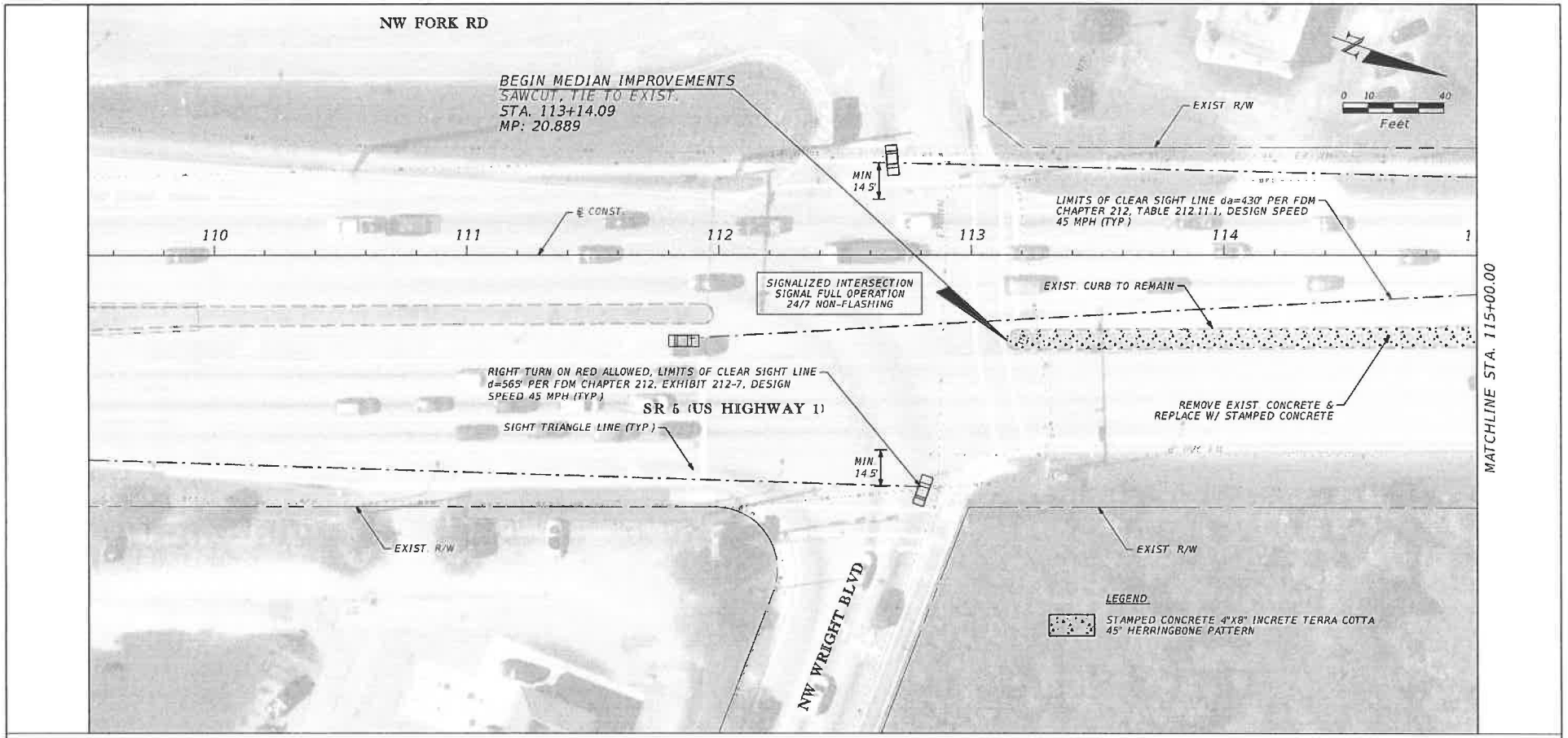
CITY OF STUART

SR 5 (US HIGHWAY 1)
LANDSCAPE PLANS

PLAN LAYOUT SHEET

SHEET NO.
LD-5

Mike.Forman 12/5/2019 4:18:49 PM K:\VRB_Roadway\147496035 - US Highway 1 LA\CADD\RDWY\PLAN_LANDSCAPE\PLAYRD01.dgn



PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME / COMMON NAME	REMARKS
	RR	-	ROYSTONEA REGIA / ROYAL PALM	FG, 10' GW MIN. STRAIGHT, SINGLE, FL #1, MATCHING
	JI	-	JATROPHA INTEGERRIMA / JATROPHA TREE	30 GAL. 2" CAL MIN, 8' HT MIN, STANDARD, STRAIGHT, FL #1
	FF	-	MANGAVE 'SNOW LEOPARD' PP31137	3 GAL, SEE PLAN, 18" HT, 24" SPREAD, FULL
	FG	-	FICUS MICROCARPA 'GREEN ISLAND' / GREEN ISLAND FICUS	3 GAL, 18" FULL, 30" OC, 30" OC
	IM	-	IXORA CHINENSIS / CHINESE IXORA	3 GAL, 18" FULL, 36" OC, 36" OC
	ST	-	SCHEFFLERA ARBORICOLA 'TRINETTE' / SCHEFFLERA	3 GAL, 18" FULL, 36" OC, 36" OC

SYMBOL	CODE	QTY	BOTANICAL NAME / COMMON NAME	REMARKS
	ZF	-	ZAMIA FLORIDANA / COONTIE PALM	3 GAL, 30" FULL, 30" OC, 30" OC
	BH	-	BOUGAINVILLEA X 'HELEN JOHNSON' / COMPACT BOUGAINVILLEA	3 GAL, 12" FULL, 30" OC
	DE	-	DURANTA ERECTA 'GOLD MOUND' / GOLD MOUND DURANTA	3 GAL, 18" FULL, 30" OC
	NG	-	NEOMARICA GARCILIS / WALKING IRIS	3 GAL, 18" FULL, 24" OC

FDOT LANDSCAPE PERMIT NUMBER 2019-L-490-00003

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
MATTHEW FRANKO, P.E.A.
P.E.A. LICENSE NUMBER 66672992
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

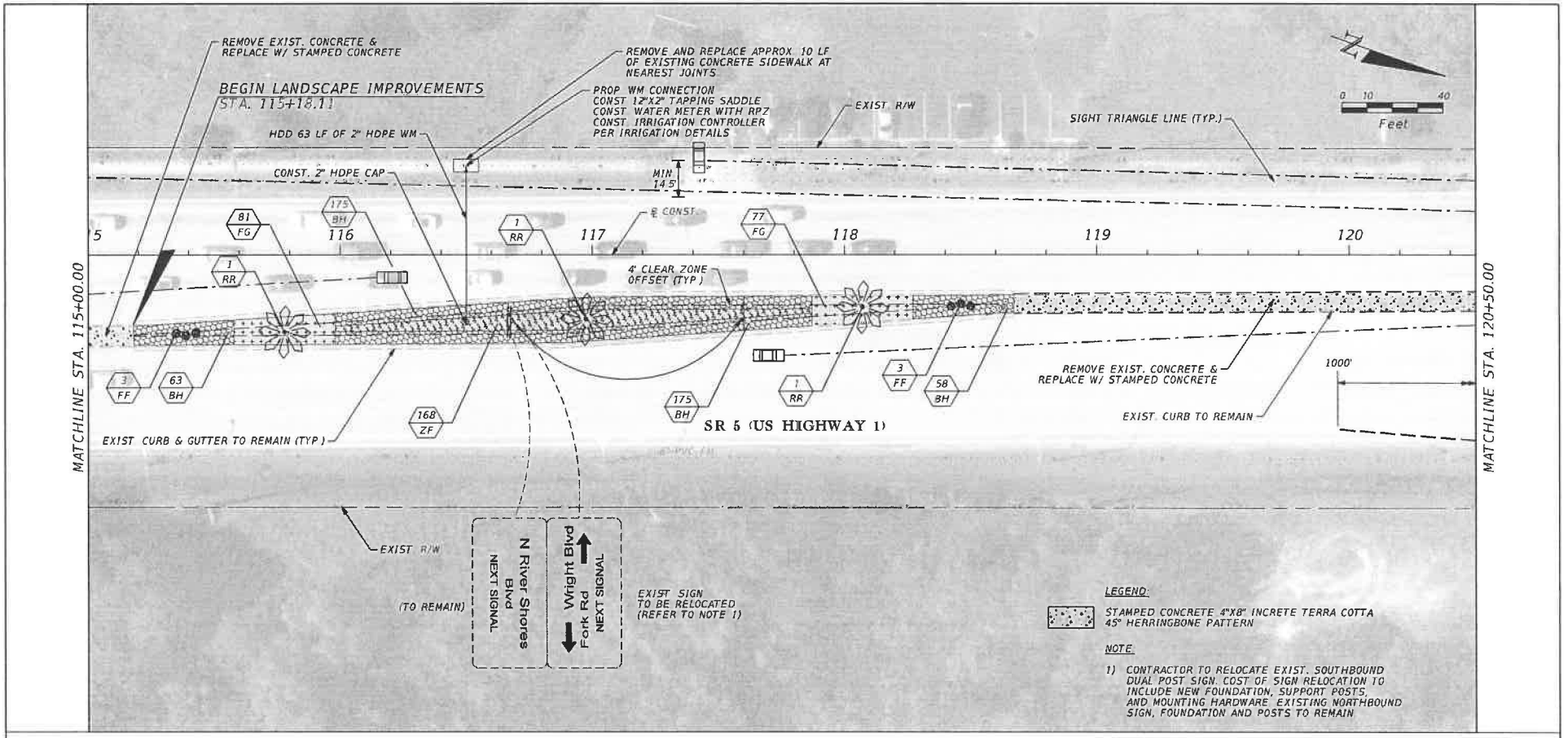
CITY OF STUART

SR 5 (US HIGHWAY 1)
LANDSCAPE PLANS

PLAN SHEET

SHEET NO.
LD-6

Mike.Forman 12/5/2019 - 4:19:43 PM K:\VRB_Roadway\147496035 - US Highway 1 LA\CADD\RDWY\PLAN_LANDSCAPE\PLANLA01.dgn



PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME / COMMON NAME	REMARKS
	RR	3	ROYSTONEA REGIA / ROYAL PALM	FG, 10' GW MIN, STRAIGHT, SINGLE, FL #1, MATCHING
	JI	-	JATROPHA INTEGERRIMA / JATROPHA TREE	30 GAL, 2" CAL MIN, 8' HT MIN, STANDARD, STRAIGHT, FL #1
	FF	6	MANGAVE 'SNOW LEOPARD' PP31137	3 GAL, SEE PLAN, 18" HT, 24" SPREAD, FULL
	FG	158	FICUS MICROCARPA 'GREEN ISLAND' / GREEN ISLAND FICUS	3 GAL, 18" FULL, 30" OC, 30" OC
	IM	-	IXORA CHINENSIS / CHINESE IXORA	3 GAL, 18" FULL, 36" OC, 36" OC
	ST	-	SCHEFFLERA ARBORICOLA 'TRINETTE' / SCHEFFLERA	3 GAL, 18" FULL, 36" OC, 36" OC

SYMBOL	CODE	QTY	BOTANICAL NAME / COMMON NAME	REMARKS
	ZF	168	ZAMIA FLORIDANA / COONTIE PALM	3 GAL, 30" FULL, 30" OC, 30" OC
	BH	471	BOUGAINVILLEA X 'HELEN JOHNSON' / COMPACT BOUGAINVILLEA	3 GAL, 12" FULL, 30" OC
	DE	-	DURANTA ERECTA 'GOLD MOUND' / GOLD MOUND DURANTA	3 GAL, 18" FULL, 30" OC
	NG	-	NEOMARICA GARCILIS / WALKING IRIS	3 GAL, 18" FULL, 24" OC

FDOT LANDSCAPE PERMIT NUMBER 2019-L-490-00003

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
MATTHEW FRANKO, P.L.A.
P.L.A. LICENSE NUMBER 6607292
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

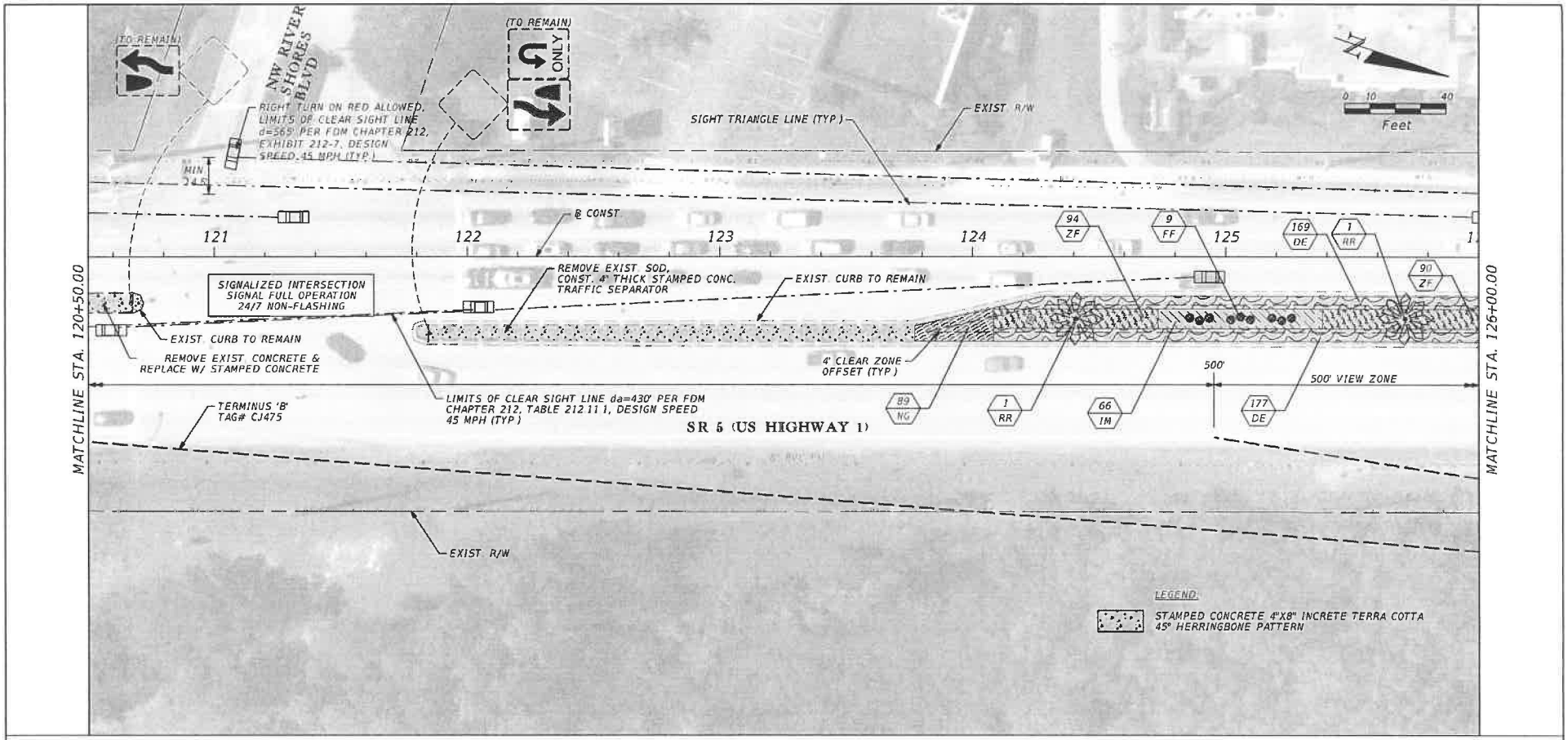
CITY OF STUART

SR 5 (US HIGHWAY 1)
LANDSCAPE PLANS

PLAN SHEET

SHEET NO.
LD-7

Mike.Forman 12/5/2019 4:19:55 PM K:\VRB_Roadway\147496035 - US Highway 1 LA\CADD\RDWY\PLAN_LANDSCAPE\PLANLA02.dgn



PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME / COMMON NAME	REMARKS
	RR	2	ROYSTONEA REGIA / ROYAL PALM	FG, 10' GW MIN, STRAIGHT, SINGLE, FL #1, MATCHING
	JI	-	JATROPHA INTEGERRIMA / JATROPHA TREE	30 GAL, 2" CAL MIN, 8' HT MIN, STANDARD, STRAIGHT, FL #1
	FF	9	MANGAVE 'SNOW LEOPARD' PP31137	3 GAL, SEE PLAN, 18" HT, 24" SPREAD, FULL
	FG	-	FICUS MICROCARPA 'GREEN ISLAND' / GREEN ISLAND FICUS	3 GAL, 18" FULL, 30" OC, 30" OC
	IM	66	IXORA CHINENSIS / CHINESE IXORA	3 GAL, 18" FULL, 36" OC, 36" OC
	ST	-	SCHEFFLERA ARBORICOLA 'TRINETTE' / SCHEFFLERA	3 GAL, 18" FULL, 36" OC, 36" OC

SYMBOL	CODE	QTY	BOTANICAL NAME / COMMON NAME	REMARKS
	ZF	184	ZAMIA FLORIDANA / COONTIE PALM	3 GAL, 30" FULL, 30" OC, 30" OC
	BH	-	BOUGAINVILLEA X 'HELEN JOHNSON' / COMPACT BOUGAINVILLEA	3 GAL, 12" FULL, 30" OC
	DE	346	DURANTA ERECTA 'GOLD MOUND' / GOLD MOUND DURANTA	3 GAL, 18" FULL, 30" OC
	NG	89	NEOMARICA GARCILIS / WALKING IRIS	3 GAL, 18" FULL, 24" OC

FDOT LANDSCAPE PERMIT NUMBER 2019-L-490-00003

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
MATTHEW FRANKO, P.E.A.
P.E.A. LICENSE NUMBER 6567292
645 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

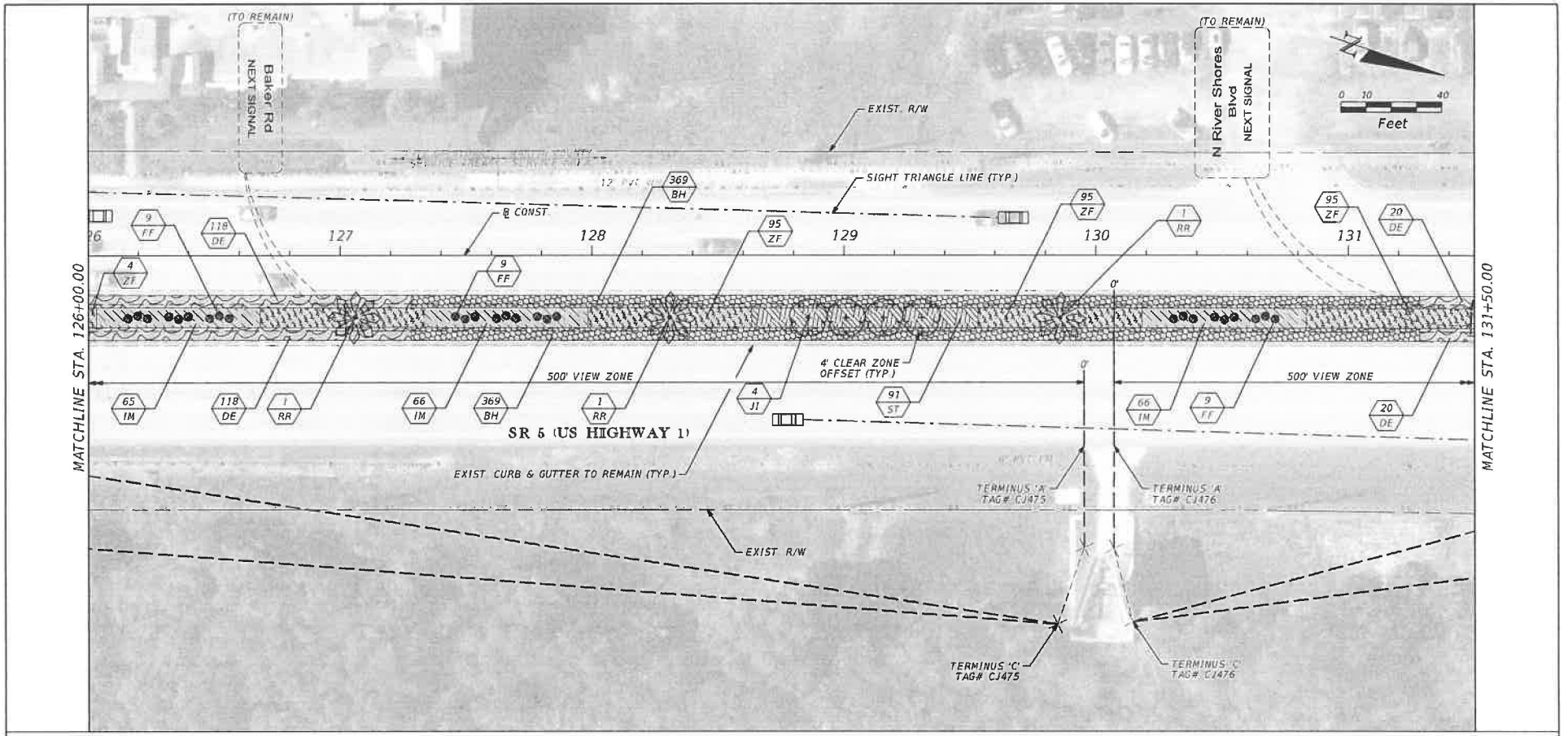
CITY OF STUART

SR 5 (US HIGHWAY 1)
LANDSCAPE PLANS

PLAN SHEET

SHEET NO.
LD-8

Mike.Forman 12/5/2019 4:20:05 PM K:\VRB_Roadway\147486035 - US Highway 1 LA\CADD\RDWY\PLAN_LANDSCAPE\PLANLA03.dgn



PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME / COMMON NAME	REMARKS
	RR	3	ROYSTONEA REGIA / ROYAL PALM	FG, 10' GW MIN, STRAIGHT, SINGLE, FL #1, MATCHING
	JI	4	JATROPHA INTEGERRIMA / JATROPHA TREE	30 GAL, 2" CAL MIN, 8' HT MIN, STANDARD, STRAIGHT, FL #1
	FF	27	MANGAVE 'SNOW LEOPARD' PP31137	3 GAL, SEE PLAN, 18" HT, 24" SPREAD, FULL
	FG	-	FICUS MICROCARPA 'GREEN ISLAND' / GREEN ISLAND FICUS	3 GAL, 18" FULL, 30" OC, 30" OC
	IM	197	IXORA CHINENSIS / CHINESE IXORA	3 GAL, 18" FULL, 36" OC, 36" OC
	ST	91	SCHEFFLERA ARBORICOLA 'TRINETTE' / SCHEFFLERA	3 GAL, 18" FULL, 36" OC, 36" OC

SYMBOL	CODE	QTY	BOTANICAL NAME / COMMON NAME	REMARKS
	ZF	289	ZAMIA FLORIDANA / COONTIE PALM	3 GAL, 30" FULL, 30" OC, 30" OC
	BH	738	BOUGAINVILLEA X 'HELEN JOHNSON' / COMPACT BOUGAINVILLEA	3 GAL, 12" FULL, 30" OC
	DE	276	DURANTA ERECTA 'GOLD MOUND' / GOLD MOUND DURANTA	3 GAL, 18" FULL, 30" OC
	NG	-	NEOMARICA GARCILIS / WALKING IRIS	3 GAL, 18" FULL, 24" OC

FDOT LANDSCAPE PERMIT NUMBER
2019-L-490-00003

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
MATTHEW FRANKO, P.L.A.
P.L.A. LICENSE NUMBER 6667297
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000096

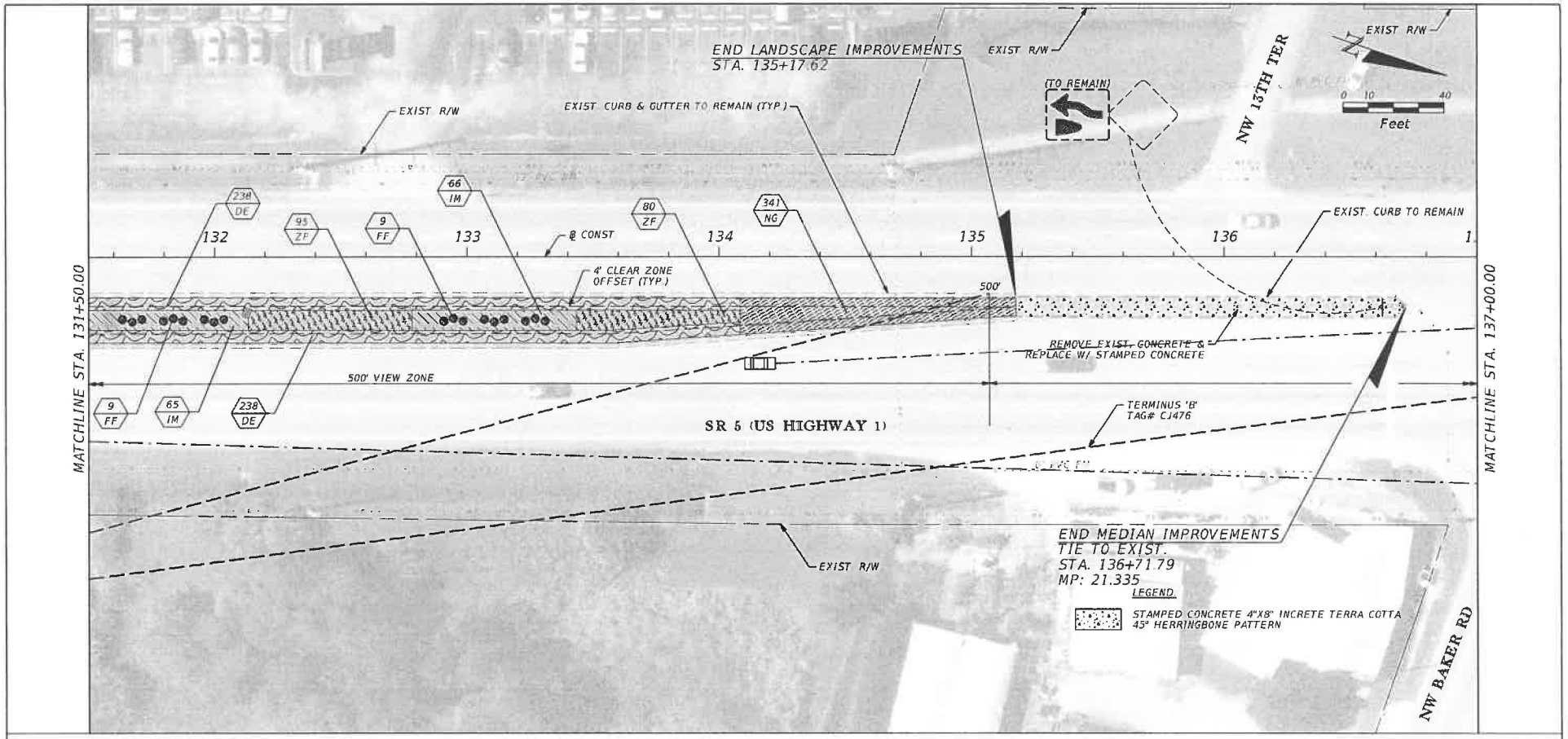
CITY OF STUART

SR 5 (US HIGHWAY 1)
LANDSCAPE PLANS

PLAN SHEET

SHEET NO.
LD-9

Mike.Forman 12/5/2019 4:20:24 PM K:\VRB_Roadway\147496035 - US Highway 1 LANDADD\RDWY\PLAN_LANDSCAPE\PLANLA04.dgn



PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME / COMMON NAME	REMARKS
	RR	-	ROYSTONEA REGIA / ROYAL PALM	FG, 10' GW MIN, STRAIGHT, SINGLE, FL #1, MATCHING
	JI	-	JATROPHA INTEGERRIMA / JATROPHA TREE	30 GAL, 2" CAL MIN, 8' HT MIN, STANDARD, STRAIGHT, FL #1
	FF	18	MANGAVE 'SNOW LEOPARD' PP31137	3 GAL, SEE PLAN, 18" HT, 24" SPREAD, FULL
	FG	-	FICUS MICROCARPA 'GREEN ISLAND' / GREEN ISLAND FICUS	3 GAL, 18" FULL, 30" OC, 30" OC
	IM	131	IXORA CHINENSIS / CHINESE IXORA	3 GAL, 18" FULL, 36" OC, 36" OC
	ST	-	SCHEFFLERA ARBORICOLA 'TRINETTE' / SCHEFFLERA	3 GAL, 18" FULL, 36" OC, 36" OC

SYMBOL	CODE	QTY	BOTANICAL NAME / COMMON NAME	REMARKS
	ZF	175	ZAMIA FLORIDANA / COONTIE PALM	3 GAL, 30" FULL, 30" OC, 30" OC
	BH	-	BOUGAINVILLEA X 'HELEN JOHNSON' / COMPACT BOUGAINVILLEA	3 GAL, 12" FULL, 30" OC
	DE	476	DURANTA ERECTA 'GOLD MOUND' / GOLD MOUND DURANTA	3 GAL, 18" FULL, 30" OC
	NG	341	NEOMARICA GARCILIS / WALKING IRIS	3 GAL, 18" FULL, 24" OC

FDOT LANDSCAPE PERMIT NUMBER
2019-L-490-00003

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
MATTHEW FRANKO, P.E.
P.E.A. LICENSE NUMBER 6667297
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794 4100
CERTIFICATE OF AUTHORIZATION: 00000696

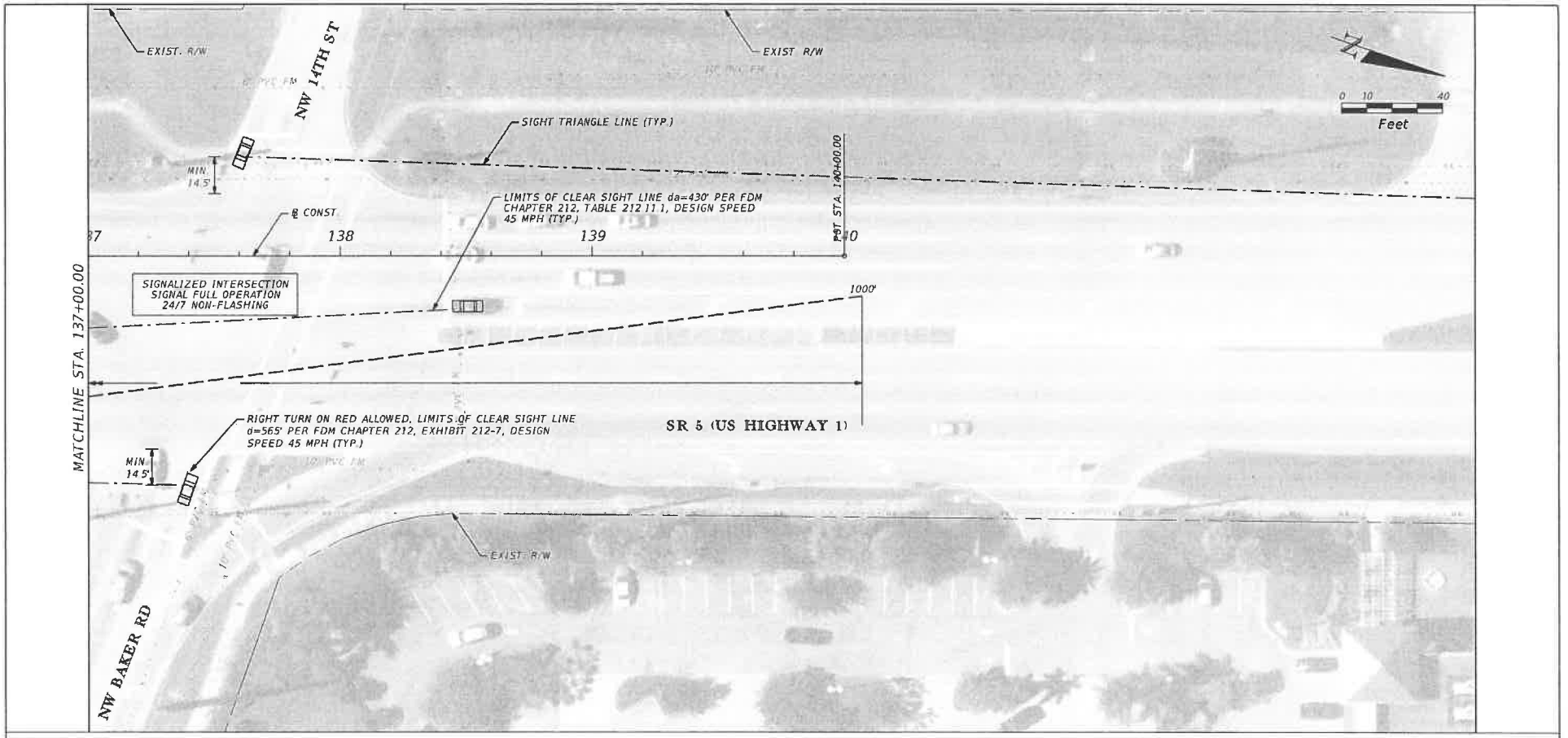
CITY OF STUART

SR 5 (US HIGHWAY 1)
LANDSCAPE PLANS

PLAN SHEET

SHEET NO.
LD-10

Mike.Forman 12/5/2019 4:20:26 PM K:\VRB_Roadway\147496035 - US Highway 1 LA\CADD\ROW\PLAN_LANDSCAPE\PLANLA05.dgn



PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME / COMMON NAME	REMARKS
	RR	-	ROYSTONEA REGIA / ROYAL PALM	FG, 10' GW MIN, STRAIGHT, SINGLE, FL #1, MATCHING
	JI	-	JATROPHA INTEGERRIMA / JATROPHA TREE	30 GAL, 2" CAL MIN, 8' HT MIN, STANDARD, STRAIGHT, FL #1
	FF	-	MANGAVE 'SNOW LEOPARD' PP31137	3 GAL, SEE PLAN, 18" HT, 24" SPREAD, FULL
	FG	-	FICUS MICROCARPA 'GREEN ISLAND' / GREEN ISLAND FICUS	3 GAL, 18" FULL, 30" OC, 30" OC
	IM	-	IXORA CHINENSIS / CHINESE IXORA	3 GAL, 18" FULL, 36" OC, 36" OC
	ST	-	SCHEFFLERA ARBORICOLA 'TRINETTE' / SCHEFFLERA	3 GAL, 18" FULL, 36" OC, 36" OC

SYMBOL	CODE	QTY	BOTANICAL NAME / COMMON NAME	REMARKS
	ZF	-	ZAMIA FLORIDANA / COONTIE PALM	3 GAL, 30" FULL, 30" OC, 30" OC
	BH	-	BOUGAINVILLEA X 'HELEN JOHNSON' / COMPACT BOUGAINVILLEA	3 GAL, 12" FULL, 30" OC
	DE	-	DURANTA ERECTA 'GOLD MOUND' / GOLD MOUND DURANTA	3 GAL, 18" FULL, 30" OC
	NG	-	NEOMARICA GARCILIS / WALKING IRIS	3 GAL, 18" FULL, 24" OC

FDOT LANDSCAPE PERMIT NUMBER
2019-L-490-00003

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
MATTHEW FRANKO, P.L.A.
P.L.A. LICENSE NUMBER 6667292
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF STUART

SR 5 (US HIGHWAY 1)
LANDSCAPE PLANS

PLAN SHEET

SHEET NO.
LD-11

Mike.Forman 12/5/2019 4:20:36 PM R:\VRB_Roadway\147496035 - US Highway 1 LA\CADD\ROWY\PLAN_LANDSCAPE\PLANLA06.dgn

04272020 CCM

PART 1: GENERAL CONDITIONS

1.01 SCOPE:
A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of all plants on the landscape plans.

1.02 AGENCY STANDARDS:
A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.

1.03 SITE EXAMINATION:
A. The Landscape Contractor shall personally examine the site and fully acquaint him/herself with all of the existing conditions in order that no misunderstanding may afterwards arise as to the character or extent of the work to be performed, and additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property and/or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.04 ERRORS AND OMISSIONS:
A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and as located on the drawings. The Landscape Contractor is responsible for his/her own quantity count. If there is a discrepancy between drawings and plant list, the drawing shall be considered as correct.

B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to what was intended.

1.05 EXECUTION OF THE WORK:
A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading blueprints, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

B. The Landscape Contractor shall provide a competent English-speaking Superintendent on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Superintendent shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, the Superintendent shall be immediately replaced.

C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.

1.06 PROTECTION OF PUBLIC AND PROPERTY:
A. The Landscape Contractor shall protect all materials and work against injury from any cause, and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e. damage to underground pipes or cables.

1.07 CHANGES AND EXTRAS:
A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at the Owner's discretion.

1.08 GUARANTEE:
A. The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of ONE (1) YEAR from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement(s) costs equally with the Owner, should the replacement plant fail to survive.

C. All replacements shall be plants of the same kind and size as specified in the plant list. They shall be furnished and planted as specified.

1.09 CARE AND MAINTENANCE:
A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials until final acceptance by the Owner or Landscape Architect.

B. Upon final acceptance of the work, the Landscape Contractor shall furnish the Owner with a written and detailed description for the care and maintenance of all plant material at the time of final acceptance.

C. The Owner agrees to execute the instructions for such care and maintenance.

1.10 SAFETY:
A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.) .

1.11 CONTRACTOR QUALIFICATION:
A. The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
1. A financial statement showing assets and liabilities of the company current to date.
2. A listing of not less than three (3) completed projects of similar scope and nature.
3. Permanent name and address of place of business.
4. The number of regular employees of the organization, and length of time the organization has been in business under the present name.

1.12 PERMITS AND CERTIFICATES:
A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PART 2: MATERIALS

2.01 PLANT MATERIALS:
A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.

B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Landscape Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of the material shall be increased at no additional cost to the Owner, to meet the intent of the drawings.

C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, Part I revised edition 1973, and Grades and Standards for Nursery Plants, Part II, for Palms and Trees, revised edition 1972. (Updated May 2005).

E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.

F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect.

2.02 INSPECTION
A. The Landscape Architect and/or Owner may inspect trees and shrubs at place of growth or at project site prior to planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and/or Owner retain the right to further inspect trees and shrubs for size and condition of root ball systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 PROTECTION OF PLANT MATERIALS:
A. Balled and burlapped plants (B&B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Root ball shall be firmly wrapped with burlap or similar materials, and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

B. Plants with broken, damaged or insufficient root balls will be rejected.

C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.04 STORAGE:
A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.

B. No plant material shall be stored longer than seventy-two (72) hours.

C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.

D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

2.05 PROTECTION DURING PLANTING:
A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved methods. Battens shall NOT be attached to the tree with nails.

2.06 PLANTING SOIL:
A. Planting soil for all plantings shall consist of existing native soil and shall be free of debris, roots, clay, stones, plants or other foreign materials which might be a hindrance to planting operations or be detrimental to good growth. All undesireable backfill to be removed from planting areas/islands.

B. Planting soil backfill for raised planters, if applicable, shall consist of 40% potting soil, 40% builders sand and 20% perlite.

C. Planting soil ph (potential of hydrogen) to be suitable for plant materials or modified to meet the appropriate (ph) range with soil amendments.

2.07 FERTILIZER:
A. Commercial slow release fertilizer shall comply with the state fertilizer laws. A 12-4-12 blend with minors shall be applied to the outside portion of the root ball and up to twelve inches (12") beyond the edge of the root ball. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

B. Fertilizer application is at or shortly after planting for a one year establishment period.

C. Fertilizer rate is for trees that do not systematically receive turf fertilizer in accordance with the following rates:

Diameter of Canopy	Rate per Tree
3'	0.53 lbs
4'	0.95 lbs
5'	1.47 lbs
6'	2.12 lbs
7'	2.89 lbs
8'	3.78 lbs
9'	4.78 lbs
10'	5.91 lbs

The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 MULCH:
A. Mulch material shall be clean, Earthwise Mulch free of weeds, seeds and pests, and shall contain no Cypress. Mulch to be moistened at the time of application. Keep mulch at six inches (6") minimum from trunk.

B. All trees and shrub beds shall receive 3" mulch immediately after planting. Provide thin layer of mulch over the root ball. Tree mulch circles to be minimum six feet (6') diameter.

PART 3: EXECUTION
3.01 DIGGING:
A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Landscape Architect shall be consulted and will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his or her work.

3.02 GRADING:
A. Grading for drainage, swales, etc. to be provided by others to within two inches (2") of the finished grade.

B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.

3.03 PLANTING:
A. Planting shall take place during favorable weather conditions. Thoroughly wet root ball prior to planting.

B. The Contractor shall ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.

C. Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Landscape Contractor.

D. Excavation of holes shall extend to the required subgrades as specified on the planting details located in the planting plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Details".

E. A representative number of planting pits (a minimum of one per 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Details and Section 4.0 for complete testing methods and requirements.

F. Planting pits shall be excavated to the following dimensions (1.5 times root ball width), and refilled with existing native soil:

1 Gallon material:	12" diameter
3 Gallon material:	18" diameter
7 Gallon material:	20" diameter
10 Gallon material:	24" diameter
15 Gallon material:	26" diameter
30 Gallon material:	35" diameter
45 Gallon material:	45" diameter
65 Gallon material:	53" diameter
100 Gallon material:	63" diameter
200 Gallon material:	72" diameter

Field grown material and trees: 1.5 times width of root ball (light, coarse texture soil)
Field grown material and trees on slope: 2.5 times width of root ball (light, coarse texture soil)

FDOT LANDSCAPE PERMIT NUMBER 2019-L-490-00003

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
MATTHEW FRANKO, P.L.A.
P.L.A. LICENSE NUMBER 6667292
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF STUART
SR 5 (US HIGHWAY 1)
LANDSCAPE PLANS

LANDSCAPE SPECIFICATIONS

SHEET NO. LD-12

Mike.Forman 12/5/2019 4:20:46 PM K:\VRB_Roadway\147496035 US Highway 1 LA\CADD\RDWY\GNRTLA01.DGN

G. No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc., and the ground has been brought to an even grade approved by the Landscape Architect.

H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines. Manually or mechanically (tractor forks) tilt/roll the root ball into the hole. Do NOT cinch the trunk. Remove air pockets during watering.

I. All plants shall be set in center of hole to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the root ball and removed from the planting hole before backfilling.

J. All flagging ribbon shall be removed from trees and shrubs before planting.

K. Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.

L. All palms shall be planted in sand, thoroughly washed in during planting operations, and with a shallow saucer depression left at the soil line for future waterings.

3.04 PRUNING:

A. Remove dead and broken branches from all plant material. Prune only as required to retain typical growth habit of individual plants with as much height and spread as possible. Prune only in a manner which will preserve the plant's natural character.

B. Make all cuts with sharp instruments and flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.

C. Trees shall not be hat racked, topped or otherwise trimmed into unnatural shapes.

D. Remove all trimmings from site at time of trimming and/or daily basis.

3.05 GUYING:

A. All trees over eight feet (8') in height shall, immediately after setting to proper grade, be guyed with one inch (1") wide polypropylene strapping as per the planting details.

B. Trees between 1" caliper to less than or equal to 2" caliper to be staked with a minimum of one vertical 2" x 2" P.T. wood stake with approved straps as per the planting details.

D. Trees larger than 2" caliper to less than or equal to 4" caliper to be staked with three (3) 'Arborbrace' anchors/strapping or approved equivalent as per the planting details.

E. Trees larger than 4" caliper to be staked with four (4) 'Arborbrace' anchors or approved equivalent.

F. Stakes/anchors and guying attachments to remain in place for one growing season. Remove the attachments only after inspection of the tree for stability. Reattach if the root system moves or stem bends excessively.

3.06 WATER:

A. Each plant or tree shall be thoroughly watered-in during and after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.

B. All trees shall be deep watered for a period of ninety (90) days after planting. (see water application schedule)

C. Water shall be potable and furnished by Indian River County unless contracted otherwise.

3.09 SITE CLEAN UP:

A. The contractor shall at all times keep the premises free from accumulations of waste materials and/or trash caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 MAINTENANCE:

A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.

B. Proper protection to lawn areas shall be provided, and any damage resulting from planting operations shall be repaired promptly.

C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.

D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Landscape Contractor's responsibility to remove them.

E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Landscape Contractor at no additional expense to the Owner. Hurricane force wind damage is the only exception to the wind damage rule.

3.11 COMPLETION, INSPECTION AND ACCEPTANCE:

A. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.

B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Landscape Architect. The Landscape Contractor shall notify the Landscape Architect and request final inspection upon completion of the work.

C. All plant material shall be alive and in good growing condition for each specified kind of plant at inspection and acceptance. The grading of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection.

D. The Landscape Contractor shall be notified by the Landscape Architect of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

4.01 DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS

PRIOR TO PLANTING ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER:

A. Dig each planting pit to the minimum specified size.

B. Fill planting pit with twelve inches (12") of water. If the four (4) hours, a drainage channel is not required. If the water level drops less than four inches (4") within the four (4) hour period, a drainage channel is required.

C. Where required, the drainage channel must extend down through the non porous soil and into porous soil. (See Detail)

D. All material removed from the drainage channel shall be discarded.

E. When backfilling planting pits with yellow sand, care must be taken to keep the consistency the same throughout the planting pit and drainage channels.

FDOT LANDSCAPE PERMIT NUMBER
2019-L-490-00003

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
MATTHEW FRANKO, P.L.A.
P.L.A. LICENSE NUMBER 6567292
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

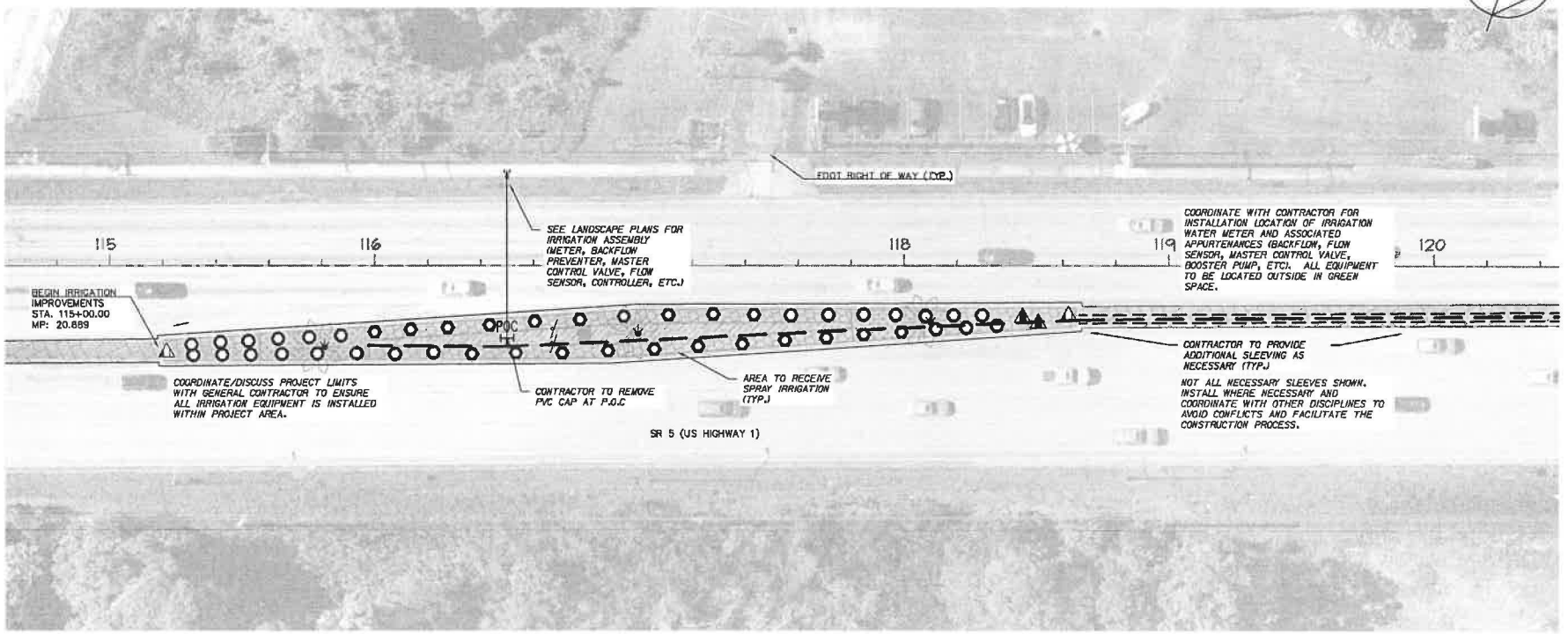
CITY OF STUART

SR 6 (US HIGHWAY 1)
LANDSCAPE PLANS

LANDSCAPE SPECIFICATIONS

SHEET NO.
LD-13

Mike.Forman 12/5/2019 4:20:46 PM K:\VRB_Roadway\147490035 - US Highway 1 LA\LADD\RDWY\GNNTLA01.DGN



SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
R-VAN-LCS R-VAN-RCS R-VAN-SST	RAIN BIRD R-VAN-STRIP RD-06-SAM-P45 SHRUB ROTARY, 5IX15I (LCS AND RCS), 5IX30I (SST) HAND ADJUSTABLE MULTI-STREAM ROTARY W/ RDI800 SHRUB SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	7	40
R-VAN14 R-VAN14-360	RAIN BIRD R-VAN14 RD-06-SAM-P45 SHRUB ROTARY, 8I-14I 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY W/RDI800 SHRUB SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	31	40
R-VAN18 R-VAN18-360	RAIN BIRD R-VAN18 RD-06-SAM-P45 SHRUB ROTARY, 13I-18I 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY W/RDI800 SHRUB SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	33	40
R-VAN24 R-VAN24-360	RAIN BIRD R-VAN24 RD-06-SAM-P45 SHRUB ROTARY, 17I-24I 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY W/RDI800 SHRUB SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	101	40
1401 1402 1404 1405	RAIN BIRD 1806-PRS-1400 FLOOD 1401 FLOOD BUBBLER 6.0" POPUP WITH PRESSURE REGULATING DEVICE.	15	40

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
POC	POINT OF CONNECTION 2"	1
	IRRIGATION MAINLINE: PVC SCHEDULE 40	1,842 L.F.
	PIPE SLEEVE: PVC SCHEDULE 40	313 L.F.

IRRIGATION SYSTEM USAGE:

+/- 0.073 AC x 43,560 = 3,180 SF
3,180 SF x .0875 = 278.24 CF (ASSUMING 1.05" OF IRRIGATION PRECIPITATION)
278.24 CF x 7.854 (GALLONS TO COVER 1.05") = 2,185 GALLONS (COVER SITE WITH 1.05" OF IRRIGATION PRECIPITATION)

2,185 GALLONS / 7 DAYS = 312 GALLONS PER DAY (+/-)
312 GALLONS PER DAY x 30.4 = 9,489 GALLONS PER MONTH (+/-)
9,489 GALLONS PER MONTH x 12 = 113,870 GALLONS PER YEAR (+/-)

FLOW TOTALS
Bubblers: 15.0
Shrub Rotary: 217.0
Total: 232.0 GPM

FDOT LANDSCAPE PERMIT NUMBER
2019-L-490-00003

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

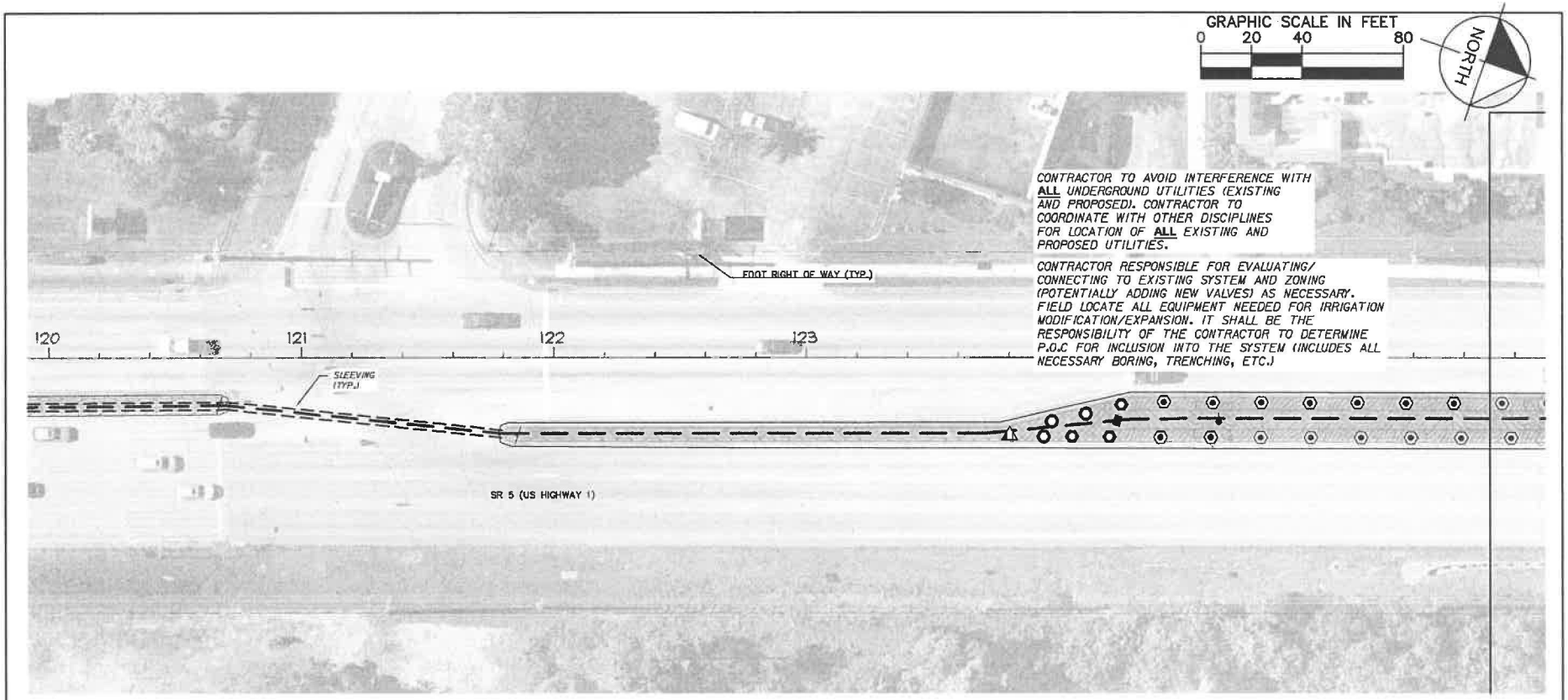
$USERS $DATES $TIMES $FILES

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56439
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 000006%

CITY OF STUART
SR 5 (US HIGHWAY 1)
LANDSCAPE PLANS

PLAN SHEET

SHEET NO.
LD-14



SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
R-VAN-LCS R-VAN-RCS R-VAN-SST	RAIN BIRD R-VAN-STRIP RD-06-SAM-P45 SHRUB ROTARY, 5IX15I (LCS AND RCS), 5IX30I (SST) HAND ADJUSTABLE MULTI-STREAM ROTARY W/ RDI800 SHRUB SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	7	40
R-VAN14 R-VAN14-360	RAIN BIRD R-VAN14 RD-06-SAM-P45 SHRUB ROTARY, 8I-14I 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY W/RDI800 SHRUB SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	31	40
R-VAN18 R-VAN18-360	RAIN BIRD R-VAN18 RD-06-SAM-P45 SHRUB ROTARY, 13I-18I 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY W/RDI800 SHRUB SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	33	40
R-VAN24 R-VAN24-360	RAIN BIRD R-VAN24 RD-06-SAM-P45 SHRUB ROTARY, 17I-24I 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY W/RDI800 SHRUB SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	101	40
1401 1402 1404 1406	RAIN BIRD 1806-PRS-1400 FLOOD 1401 FLOOD BUBBLER 6.0" POPUP WITH PRESSURE REGULATING DEVICE.	15	40

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
POC	POINT OF CONNECTION 2"	1
	IRRIGATION MAINLINE: PVC SCHEDULE 40	1,842 L.F.
	PIPE SLEEVE: PVC SCHEDULE 40	313 L.F.

IRRIGATION SYSTEM USAGE:

+/- 0.073 AC x 43,560 = 3,180 SF
3,180 SF x .0875 = 278.24 CF (ASSUMING 1.05" OF IRRIGATION PRECIPITATION)
278.24 CF x 7.854 (GALLONS TO COVER 1.05") = 2,185 GALLONS
(COVER SITE WITH 1.05" OF IRRIGATION PRECIPITATION)

2,185 GALLONS / 7 DAYS = 312 GALLONS PER DAY (+/-)
312 GALLONS PER DAY x 30.4 = 9,489 GALLONS PER MONTH (+/-)
9,489 GALLONS PER MONTH x 12 = 113,870 GALLONS PER YEAR (+/-)

FLOW TOTALS
Bubblers: 15.0
Shrub Rotarys: 217.0
Total: 232.0 GPM

FDOT LANDSCAPE PERMIT NUMBER
2019-L-490-00003

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

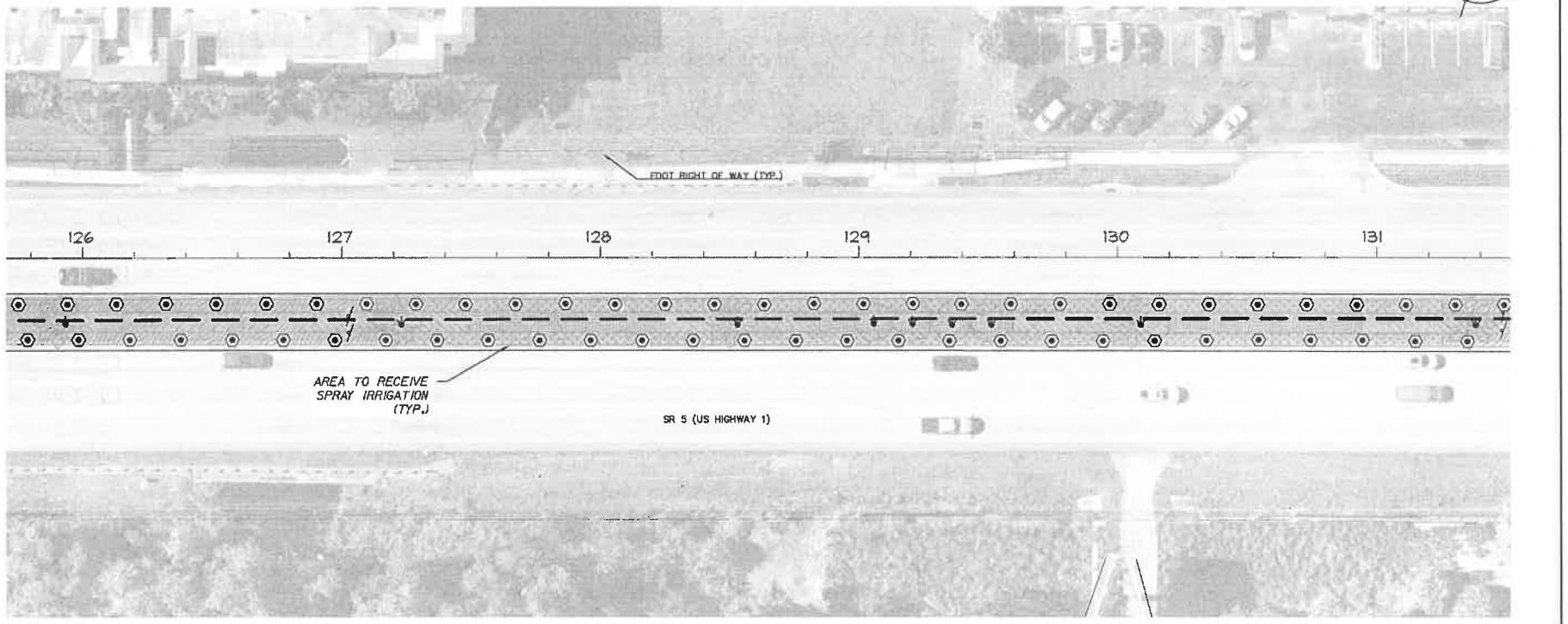
$USERS $DATES $TIMES $FILES

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56434
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF STUART
SR 5 (US HIGHWAY 1)
LANDSCAPE PLANS

PLAN SHEET

SHEET NO.
LD-15



SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
R-VAN-LCS R-VAN-RCS R-VAN-SST	RAIN BIRD R-VAN-STRIP RD-06-SAM-P45 SHRUB ROTARY, 5IX15I (LCS AND RCS), 5IX30I (SST) HAND ADJUSTABLE MULTI-STREAM ROTARY W/ RDI800 SHRUB SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	7	40
R-VAN14 R-VAN14-360	RAIN BIRD R-VAN14 RD-06-SAM-P45 SHRUB ROTARY, 8I-14I 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY W/RDI800 SHRUB SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	31	40
R-VAN18 R-VAN18-360	RAIN BIRD R-VAN18 RD-06-SAM-P45 SHRUB ROTARY, 13I-18I 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY W/RDI800 SHRUB SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	33	40
R-VAN24 R-VAN24-360	RAIN BIRD R-VAN24 RD-06-SAM-P45 SHRUB ROTARY, 17I-24I 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY W/RDI800 SHRUB SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	101	40
1401 1402 1404 1406	RAIN BIRD 1806-PRS-1400 FLOOD 1401 FLOOD BUBBLER 6.0" POPUP WITH PRESSURE REGULATING DEVICE.	15	40

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
POC	POINT OF CONNECTION 2"	1
	IRRIGATION MAINLINE: PVC SCHEDULE 40	1,842 L.F.
	PIPE SLEEVE: PVC SCHEDULE 40	313 L.F.

IRRIGATION SYSTEM USAGE:

+/- 0.073 AC x 43,560 = 3,180 SF
3,180 SF x .0875 = 278.24 CF (ASSUMING 1.05" OF IRRIGATION PRECIPITATION)
278.24 CF x 7.854 (GALLONS TO COVER 1.05") = 2,185 GALLONS
(COVER SITE WITH 1.05" OF IRRIGATION PRECIPITATION)

2,185 GALLONS / 7 DAYS = 312 GALLONS PER DAY (+/-)
312 GALLONS PER DAY x 30.4 = 9,489 GALLONS PER MONTH (+/-)
9,489 GALLONS PER MONTH x 12 = 113,870 GALLONS PER YEAR (+/-)

FLOW TOTALS
Bubblers 15.0
Shrub Rotary: 217.0
Total: 232.0 GPM

FDOT LANDSCAPE PERMIT NUMBER
2019-L-490-00003

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

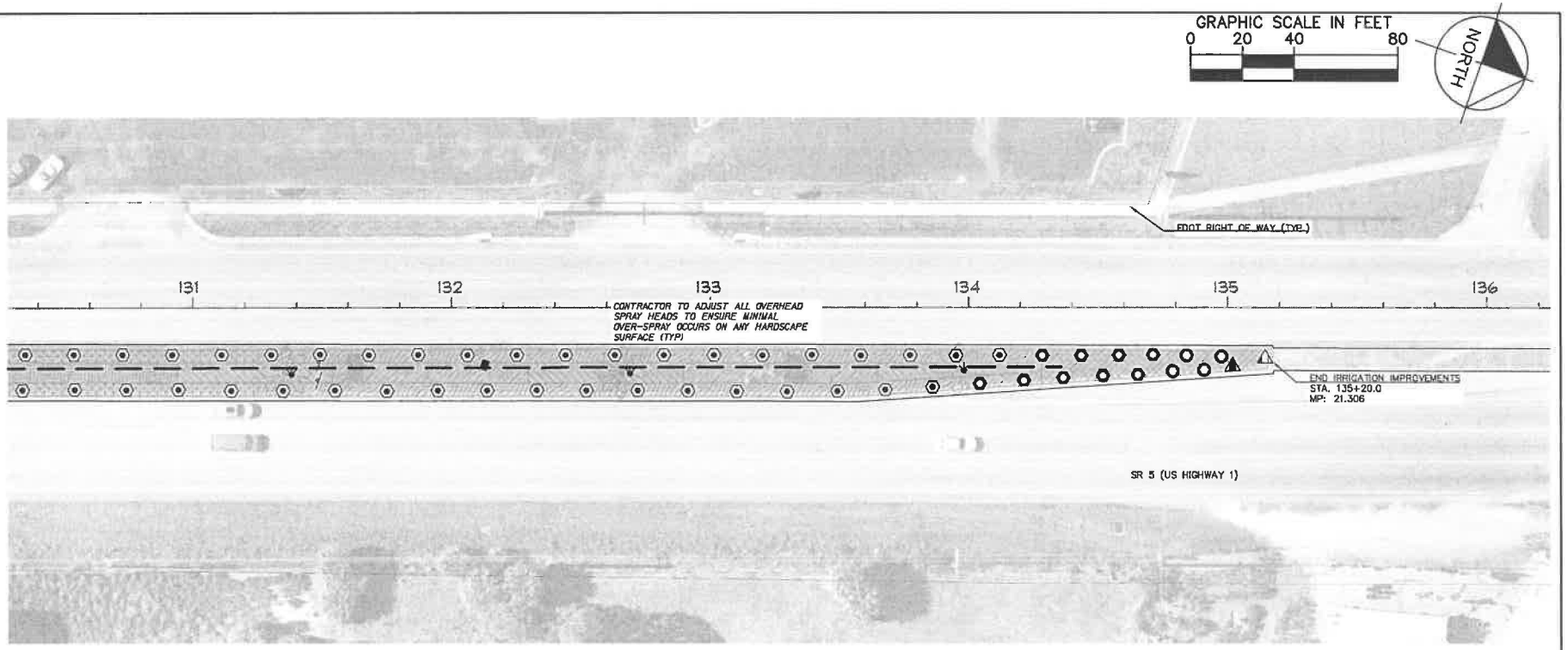
$USER$ $DATE$ $TIME$ $FILE$

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56434
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF STUART
SR 5 (US HIGHWAY 1)
LANDSCAPE PLANS

PLAN SHEET

SHEET NO.
LD-16



SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
R-VAN-LCS R-VAN-RCS R-VAN-SST	RAIN BIRD R-VAN-STRIP RD-06-SAM-P45 SHRUB ROTARY, 5IX15I (LCS AND RCS), 5IX30I (SST) HAND ADJUSTABLE MULTI-STREAM ROTARY W/ RDI800 SHRUB SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	7	40
R-VAN14 R-VAN14-360	RAIN BIRD R-VAN14 RD-06-SAM-P45 SHRUB ROTARY, 8I-14I 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY W/RDI800 SHRUB SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	31	40
R-VAN18 R-VAN18-360	RAIN BIRD R-VAN18 RD-06-SAM-P45 SHRUB ROTARY, 13I-18I 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY W/RDI800 SHRUB SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	33	40
R-VAN24 R-VAN24-360	RAIN BIRD R-VAN24 RD-06-SAM-P45 SHRUB ROTARY, 17I-24I 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY W/RDI800 SHRUB SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR. 1/2" NPT FEMALE THREADED INLET.	101	40
1401 1402 1404 1406	RAIN BIRD 1806-PRS-1400 FLOOD 140I FLOOD BUBBLER 6.0" POPUP WITH PRESSURE REGULATING DEVICE.	15	40

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
POC	POINT OF CONNECTION 2"	1
	IRRIGATION MAINLINE: PVC SCHEDULE 40	1,842 L.F.
	PIPE SLEEVE: PVC SCHEDULE 40	313 L.F.

IRRIGATION SYSTEM USAGE:

+/- 0.073 AC x 43,560 = 3,180 SF
3,180 SF x .0875 = 278.24 CF (ASSUMING 1.05" OF IRRIGATION PRECIPITATION)
278.24 CF x 7.854 (GALLONS TO COVER 1.05") = 2,185 GALLONS
(COVER SITE WITH 1.05" OF IRRIGATION PRECIPITATION)

2,185 GALLONS / 7 DAYS = 312 GALLONS PER DAY (+/-)
312 GALLONS PER DAY x 30.4 = 9,489 GALLONS PER MONTH (+/-)
9,489 GALLONS PER MONTH x 12 = 113,870 GALLONS PER YEAR (+/-)

FLOW TOTALS
Bubblers: 15.0
Shrub Rotary: 217.0
Totals: 232.0 GPM

FDOT LANDSCAPE PERMIT NUMBER
2019-L-490-00003

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

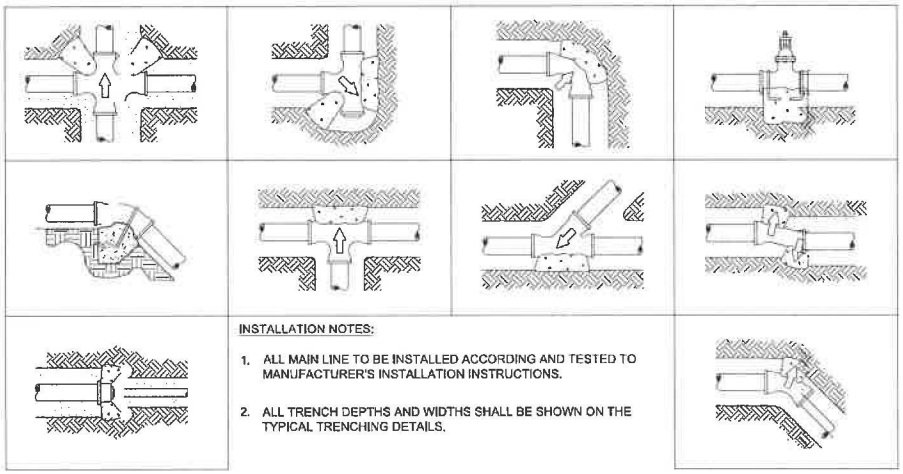
$USERS $DATE$ $TIME$ $FILE$

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56439
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF STUART
SR 5 (US HIGHWAY 1)
LANDSCAPE PLANS

PLAN SHEET

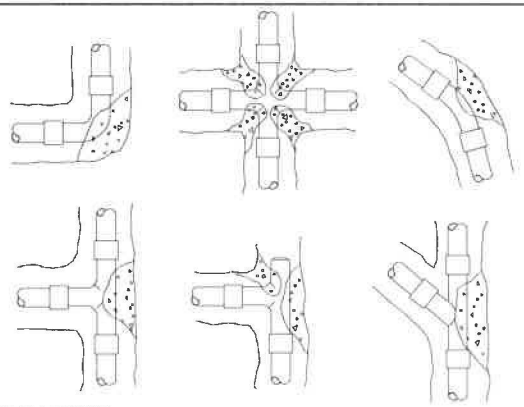
SHEET NO.
LD-17



INSTALLATION NOTES:

1. ALL MAIN LINE TO BE INSTALLED ACCORDING AND TESTED TO MANUFACTURER'S INSTALLATION INSTRUCTIONS.
2. ALL TRENCH DEPTHS AND WIDTHS SHALL BE SHOWN ON THE TYPICAL TRENCHING DETAILS.

TYPICAL THRUST BLOCK
SECTION — NTS

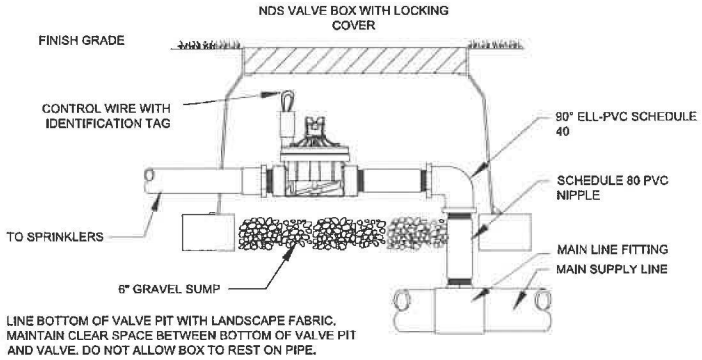


INSTALLATION NOTES

1. 3000 PSI CONCRETE OR BETTER IS TO BE USED FOR THRUST BLOCKS.
2. FOR 45°/90° FITTINGS, MINIMUM OF 2 CUBIC FEET OF CONCRETE TO BE USED.
3. FOR 22-1/2° FITTINGS, MINIMUM OF 0.5 CUBIC FEET OF CONCRETE TO BE USED.
4. FOR TEES, MINIMUM OF 2 CUBIC FEET OF CONCRETE TO BE USED. THRUST

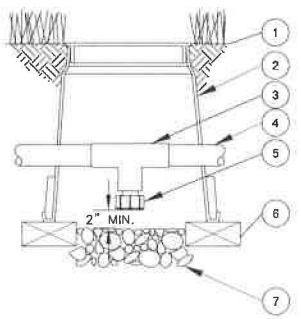
BLOCKS REQUIRED FOR IRRIGATION MAINLINE 2 1/2" AND LARGER.

THRUST BLOCK REINFORCEMENT
SECTION — NTS



LINE BOTTOM OF VALVE PIT WITH LANDSCAPE FABRIC. MAINTAIN CLEAR SPACE BETWEEN BOTTOM OF VALVE PIT AND VALVE. DO NOT ALLOW BOX TO REST ON PIPE.

TYPICAL CONTROL VALVE
SECTION — NTS



1. FINISH GRADE/TOP OF MULCH
2. VALVE BOX WITH COVER:
3. PVC SCH 40 TEE
4. PVC LATERAL PIPE
5. FILTERED DRAIN VALVE:
6. BRICK (1 OF 2)
7. 6-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL

DRAIN VALVE
SECTION — NTS

FDOT LANDSCAPE PERMIT NUMBER 2019-L-490-00003

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

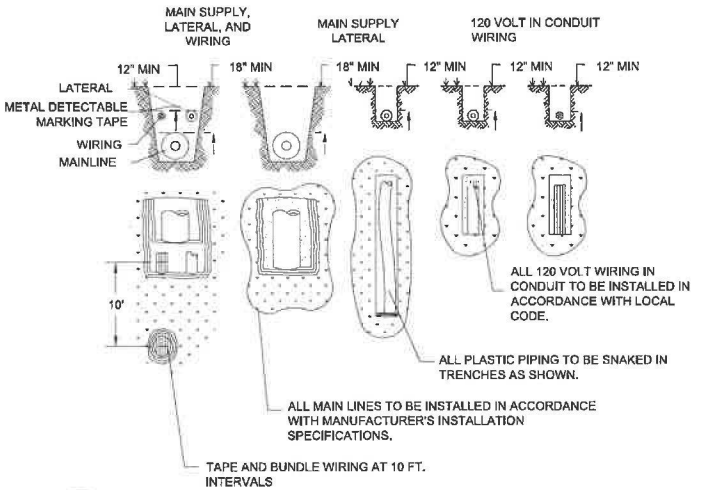
Kimley»Horn
MATTHEW FRANKO, P.L.A.
P.L.A. LICENSE NUMBER 6667292
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF STUART
SR 5 (US HIGHWAY 1)
LANDSCAPE PLANS

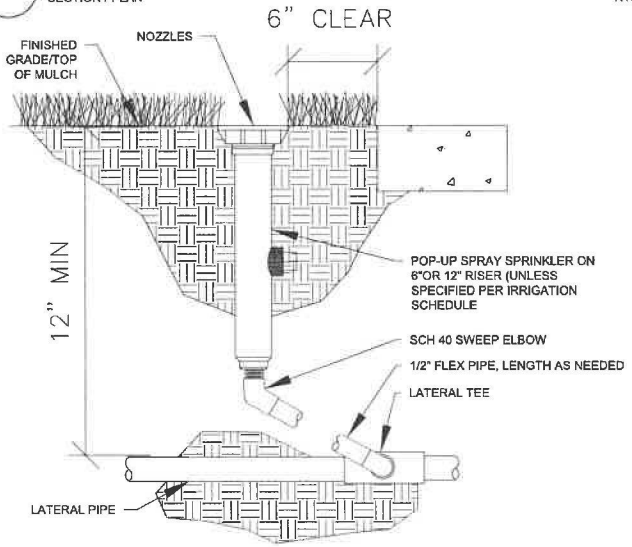
IRRIGATION DETAILS

SHEET NO. LD-18

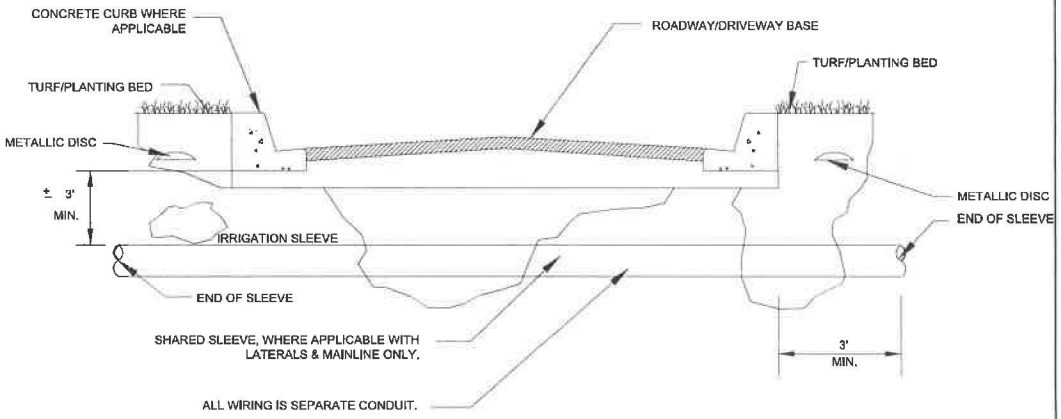
Mike.Forman 12/5/2019 4:20:47 PM K:\VRB_Roadway\147496035 - US Highway 1 LA\CADD\RDWY\SPDTRD01.DGN



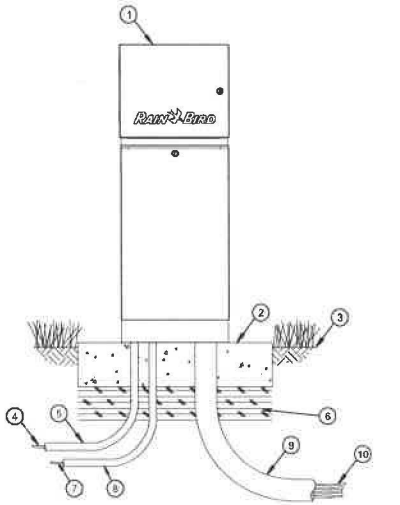
TYPICAL TRENCHING
SECTION / PLAN — NTS



TYPICAL SPRAY / ROTAR HEAD
SECTION — 1" = 1" NTS



TYPICAL SLEEVING
SECTION — NTS



IRRIGATION CONTROLLER DETAIL

1. IRRIGATION CONTROLLER: RAIN BIRD IQ ESP-LXME SATELLITE CONTROLLER WITH IQ NCC RS232 CARTRIDGE IN LXMM METAL CABINET AND LXMMPED METAL PEDESTAL. INSTALL CONTROLLER, CABINET AND PEDESTAL PER MANUFACTURER'S RECOMMENDATIONS.
2. CONCRETE PAD: 6-INCH MINIMUM THICKNESS (3 KSI MIN.)
3. FINISH GRADE
4. POWER SUPPLY WIRE
5. 1-INCH SCH 40 PVC CONDUIT AND FITTINGS AND SWEEP ELL TO POWER SUPPLY
6. COMPACTED SUBGRADE
7. RS232 SERIAL CABLE TO IQ CENTRAL CONTROL COMPUTER (MAXIMUM LENGTH 50 FEET)
8. 1-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR RS232 SERIAL CABLE TO IQ CENTRAL CONTROL COMPUTER
9. 3-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR STATION WIRES
10. WIRES TO REMOTE CONTROL VALVES

NOTES:

1. IQ ESP-LXME CONTROLLER IS AVAILABLE IN 8- OR 12-STATION BASE MODELS. ADDITIONAL MODULES IN 4-, 8- AND 12-STATION VERSIONS MAY BE ADDED TO BRING THE CONTROLLER UP TO 48 STATIONS MAXIMUM.
2. FOR EASE OF INSTALLATION INTO A CONTROLLER WITH MORE THAN 24 STATIONS, INSTALL A JUNCTION BOX AT THE BASE OF CONTROLLER AND TRANSITION LARGER VALVE AND COMMON WIRES FROM FIELD TO 18 AWG MULTI CONDUCTOR WIRE TO BE USED IN CONTROLLER.
3. PROVIDE PROPER GROUNDING COMPONENTS TO ACHIEVE GROUND RESISTANCE OF 10 OHMS OR LESS.
4. USE PE-CABLE WITH SHORT HAUL MODEMS FOR INSTANCES WHERE CONTROLLER IS MORE THAN 50 FEET FROM IQ CENTRAL CONTROL COMPUTER.

FDOT LANDSCAPE PERMIT NUMBER 2019-L-490-00003

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

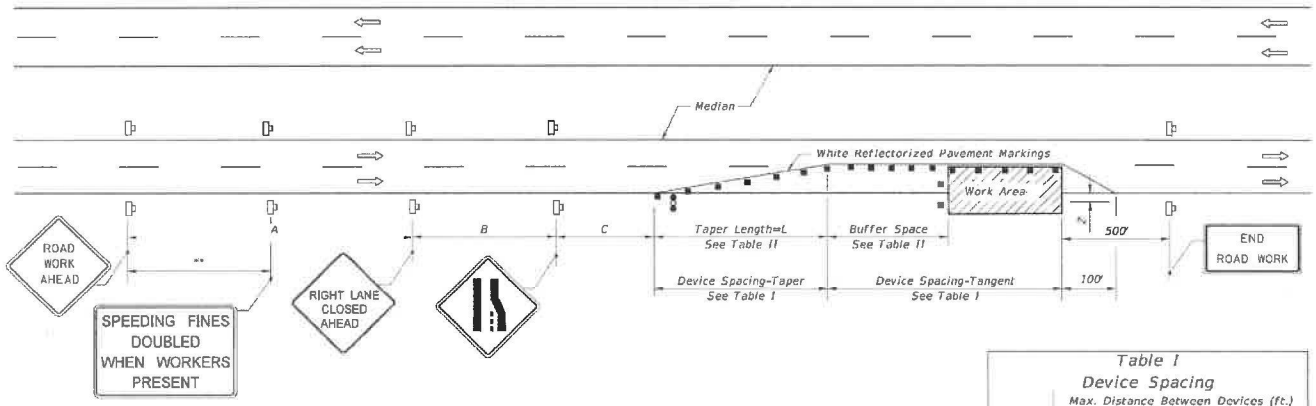
Kimley»Horn
MATTHEW TRANKO, P.L.A.
P.L.A. LICENSE NUMBER 6667292
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000096

CITY OF STUART
SR 5 (US HIGHWAY 1)
LANDSCAPE PLANS

IRRIGATION DETAILS

SHEET NO. LD-19

Mike.Forman 12/5/2019 4:20:47 PM E:\SR5_Roadway\147490035 - US Highway 1 LA\CADD\RDWY\SPDTRD01.DGN



DISTANCE BETWEEN SIGNS			
Speed	Spacing (ft.)		
	A	B	C
40 mph or less	200	200	200
45 mph	350	350	350
50 mph	500	500	500
*55 mph or greater	2640	1640	1000

* The ROAD WORK 1 MILE sign may be used as an alternate to the ROAD WORK AHEAD sign and the RIGHT LANE CLOSED ½ MILE sign may be used as an alternate to the RIGHT LANE CLOSED AHEAD sign.

** 500' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

SYMBOLS

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Advance Warning Arrow Board

GENERAL NOTES

1. Work operations shall be confined to one traffic lane, leaving the adjacent lane open to traffic.
2. On undivided highways the median signs as shown are to be omitted.
3. When work is performed in the median lane on divided highways, the channelizing device plan is inverted and left lane closed and lane ends signs substituted for the right lane closed and lane end signs.

   The same applies to undivided highways with the following exceptions:
   a. Work shall be confined within one median lane.
   b. Additional barricades, cones, or drums shall be placed along the centerline abutting the work area and across the trailing end of the work area.

   When work on undivided highways occurs across the centerline so as to encroach on both median lanes, the inverted plan is applied to the approach of both roadways.
4. Signs and traffic control devices are to be modified in accordance with INTERMITTENT WORK STOPPAGE details (sheet 2 of 2) when no work is being performed and the highway is open to traffic.
5. The two channelizing devices directly in front of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
6. When paved shoulders having a width of 8 ft. or more are closed, channelizing devices shall be used to close the shoulder in advance of the merging taper to direct vehicular traffic to remain within the travel way. See Index 102-612 for shoulder taper formulas.
7. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ indexes.
8. This TCZ plan does not apply when work is being performed in the middle lane(s) of a six or more lane highway. See Index 102-614.
9. For general TCZ requirements and additional information, refer to Index 102-600.

Table I Device Spacing				
Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Table II Buffer Space and Taper Length			
Speed (mph)	Buffer Space	Taper Length (12' Lateral Transition)	
	Dist. (ft.)	L (ft.)	Notes (Merge)
25	155	125	$L = \frac{WS^2}{60}$
30	200	180	
35	250	245	
40	305	320	
45	360	540	L = WS
50	425	600	
55	495	660	
60	570	720	
65	645	780	
70	730	840	

When Buffer Space cannot be attained due to geometric constraints, the greatest attainable length shall be used, but not less than 200 ft.

For lateral transitions other than 12', use formula for L shown in notes column.
Where:

L = Length of taper in feet
W = Width of lateral transition in feet
S = Posted speed limit (mph)

DURATION NOTES

1. Temporary white edgeline may be omitted for work operations less than 3 consecutive calendar days.
2. For work operations up to approximately 15 minutes, signs, channelizing devices, arrow board, and buffer space may be omitted if all of the following conditions are met:
   a. Speed limit is 45 mph or less.
   b. No sight obstructions to vehicles approaching the work area for a distance equal to the buffer space and the taper length combined.
   c. Volume and complexity of the roadway has been considered.
   d. The closed lane is occupied by a class 5 or larger, medium duty truck(s) with a minimum gross weight vehicle rating (GWVR) of 16,001 lb with high-intensity, rotating, flashing, oscillating, or strobe lights mounted above the cab height and operating.
3. For work operations up to 60 minutes, arrow board and buffer space may be omitted if conditions a, b, and c in DURATION NOTE 2 are met, and vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH ON THE LANE ADJACENT TO EITHER SHOULDER AND THE AREA 2' OUTSIDE THE EDGE OF TRAVEL WAY.

FDOT LANDSCAPE PERMIT NUMBER 2019-L-490-00003

LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT FY 2018-19 STANDARD PLANS	MULTILANE, WORK WITHIN TRAVEL WAY MEDIAN OR OUTSIDE LANE	INDEX 102-613	SHEET 1 of 2

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

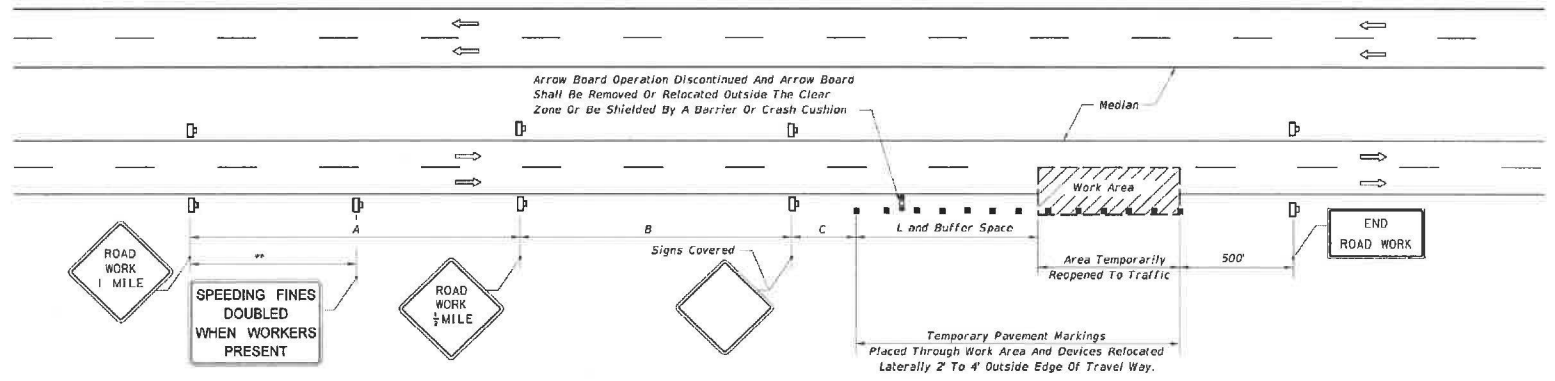
Kimley»Horn
MATTHEW FRANKO, P.E.A.
P.E.A. LICENSE NUMBER 66673292
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000696

CITY OF STUART
SR 6 (US HIGHWAY 1)
LANDSCAPE PLANS

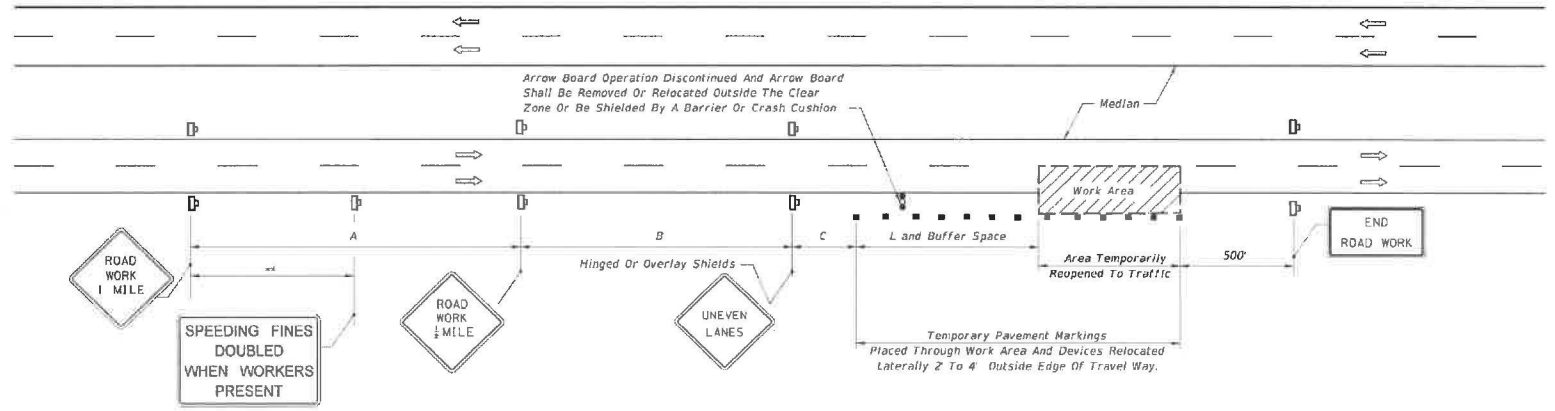
MAINTENANCE OF TRAFFIC

SHEET NO. LD-20

Mike.Forman 12/5/2019 4:20:48 PM K:\VRB_Roadway\147496035 - US Highway 1 LA\CADD\RDWY\SPOTMT01.DGN
10/23/2017 10:27:31 AM



EVEN PAVEMENT



UNEVEN PAVEMENT

INTERMITTENT WORK STOPPAGE - LANE REOPENED TO TRAFFIC

FDOT LANDSCAPE PERMIT NUMBER 2019-L-490-00003

10/23/2017 10:22:37 AM

LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT FY 2018-19 STANDARD PLANS	MULTILANE, WORK WITHIN TRAVEL WAY MEDIAN OR OUTSIDE LANE	INDEX 102-613	SHEET 2 of 2

REVISIONS						
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	

Kimley»Horn
MATTHEW FRANKO, P.L.A.
P.L.A. LICENSE NUMBER 6667292
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
CERTIFICATE OF AUTHORIZATION: 00000096

CITY OF STUART

SR 6 (US HIGHWAY 1)
LANDSCAPE PLANS

MAINTENANCE OF TRAFFIC

SHEET NO. LD-21

Mike.Forman 12/5/2019 4:20:58 PM K:\VRB_Roadway\147496035 - US Highway 1 LA\CADD\RDWY\SPOTMT01.DGN

SECTION No.: 89010000
Permit No.: 2019-L-490-00003
COUNTY: Martin County
S.R. No.: 5

EXHIBIT C

MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

Please see attached

MAINTENANCE PLAN
Landscape Improvements

Project State Road No:	**5 / N.W. Federal Highway (US Highway 1) from M.P. 20.889 to M.P. 21.335**
Permit:	**2019-L-490-00003**
Maintaining Agency:	**City of Stuart**
RLA of Record:	**Matthew Franko, RLA**
Date:	**January 15, 2020**

I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: *FDOT Standard Plans, FDOT Plans Design Manual* and *FDOT Standard Specifications for Road and Bridge Construction,* as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer. The initial portion of the Maintenance Plan describes general maintenance requirements and recommendations. **The concluding section provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.**

WATERING REQUIREMENTS

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

IRRIGATION SYSTEM

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

INTEGRATED PLANT MANAGEMENT

An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in

fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

MULCHING
Mulch planting beds in such a manner as to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Avoid mulch mounded up on the trunks of trees, palms, and the base of shrubs to encourage air movement in this area which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

PRUNING
All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to specific pruning heights maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards, all palms are to be kept fruit free. The specific pruning heights are determined by understanding the designer's intent when selecting and placing the plants. The intended mature maintained height and spread of plants are noted on the plans (See Exhibit B.) and see Part II., Specific Project Site Maintenance Requirements and Recommendations as guidance. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with Window Detail. Vertical tree heights must meet *FDOT Maintenance Rating Program* (MRP) standards. See Reference pages.

STAKING AND GUYING
All staking materials, except for replacements, are to be removed by the completion of FDOT establishment or after one year (whichever comes first). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Standard Plans* guidelines (See Index 580-001). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

TURF MOWING:
All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

LITTER CONTROL:
The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

WEEDING/HERBICIDE
All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended when using a chemical herbicide to avoid overspray onto plant

materials. It is the applicator's responsibility to restore any damage resulting from overspray to the plantings, per the approved plans.

PLANT REPLACEMENT
Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a permit is required from FDOT for approval by the FDOT District Landscape Architect.

HARDSCAPE (SPECIALTY SURFACING)
All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the surfacing and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current FDOT Maintenance Rating Program Handbook for a sidewalk; ADA accessible sidewalk; and FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

HARDSCAPE (CONCRETE PAVERS)
All tree grates and concrete pavers (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers*, Part 3.05. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

HARDSCAPE (NON-STANDARD) TRAVELWAY SURFACING
It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

HARDSCAPE (LANDSCAPE ACCENT LIGHTING)
(IF APPLICABLE)
Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

MAINTENANCE OF TRAFFIC CONTROL
Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA)
(IF APPLICABLE)
To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for *Vegetation Management at ODA signs* Florida Statutes and Florida Administrative Code related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

II. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS

In order to maintain the design intent please fulfill the following maintenance of the landscape material as follows:

- Roystoneia regia: This palm is self-pruning - meaning that its fronds will naturally fall to the ground and do not need to be trimmed. In an effort to reduce debris from the landscape beds and roadway make sure to remove dead fronds from the ground/roadway as necessary (minimum of once a month).

- Jatropha integerrima: Maintain a "tree form" of natural height and spread (ten to fifteen foot height and spread) by selectively pruning the tree to maintain a clear trunk approximately the length of the bottom third of the tree.

- Mangave: Allow natural growth (height and spread of two to three feet), remove dead fronds as necessary.

- Ficus microcarpa 'Green Island': Trim as necessary to limit leggy growth, to maintain as a low spreading groundcover (two-three feet in height), and to prevent the plant from spreading into adjacent planting areas or growing over curbs.

- Ixora chinensis: Hedge and trim as necessary to present a "neat" appearance and limit the maintained height of the Ixora to approximately two feet in height (allowing it to remain in scale with the Mangave nestled within the same planting area).

- Schefflera arboricola 'Trinette': Hedge and trim as necessary to present a "neat" appearance and limit the maintained height of the Schefflera to approximately three feet in height (preventing a "leggy" appearance and encompassing the approximate clear trunk height of the Jatrophga trees located within the same planting bed).

- Zamia floridana: Allow natural growth to achieve "typical" height and spread (approximately four foot) as would normally occur.

- Bougainvillea x 'Helen Johnson': Trim as necessary to limit any leggy growth and to maintain as a low spreading groundcover (two-three feet in height), trim borders as necessary to keep from growing over curb/into adjacent landscape areas.

- Duranta erecta 'Gold Mound': Allow natural growth/shape but trim as necessary to maintain an approximate two-foot height; trim borders as necessary to keep from growing over curb/into adjacent landscape areas but allow to grow horizontally into each other to present a uniform appearance.

- Neomarica gracilis: Allow natural growth to achieve "typical" height and spread of approximately three foot as would normally occur.

REFERENCES

This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up to date information.

Accessible Sidewalk (ADA)
http://www.access-board.gov/guidelines-and-standards/streets-sidewalks

Americans with Disabilities Act (ADA) (ADAAG)
http://www.ada.gov/2010ADAstandards_index.htm

American National Standard Institute, *ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)*, available for purchase
http://webstore.ansi.org

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Plants 2015*
http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apiary-Inspection

Florida Department of Community Affairs (DCA), *Florida Board of Building Codes & Standards, 2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A*
http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/CHAPTER_11_w_fla_specifics.htm

Florida Department of Transportation, *Program Management, Maintenance Specifications Workbook Supplemental Specifications, Section 580 Landscape Installation*
http://www.fdot.gov/programmanagement/Maintenance/2019Jan/default.shtm

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 580-001 Landscape Installation*
http://www.fdot.gov/design/standardplans/current/IDx/580-001.pdf

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 212.11 Clear Sight Triangles*
http://www.fdot.gov/roadway/FDM/current/2018FDM212Intersections.pdf

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 215.2.3 Clear Zone Criteria and 215.2.4 Lateral Offset*
Table 215.2.1 Clear Zone Width Requirements
Table 215.2.2 Lateral Offset Criteria (for Trees)
http://www.fdot.gov/roadway/FDM/current/2018FDM215RoadsideSafety.pdf

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index Series 102-600 Traffic Control through Work Zones*
http://www.fdot.gov/design/standardplans/current/IDx/102-600.pdf

Department of Transportation, Landscape Architecture Website
www.MyFloridaBeautiful.com

Florida Department of Transportation, *Maintenance Rating Program Handbook*
http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtm

Florida Department of Transportation Outdoor Advertising Database
http://www2.dot.state.fl.us/rightofway/

Florida Exotic Pest Plant Council Invasive Plant Lists
http://www.fleppc.org/list/list.htm

Florida Irrigation Society
http://www.fisstate.org

Florida Power and Light (FPL), *Plant the Right Tree in the Right Place*
http://www.fpl.com/residential/trees/right_tree_right_place.shtml

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/27/2020 **Prepared by:** S. Mayer

Title of Item:

604 OCEAN BOULEVARD IMPACT FEE CREDIT (QUASI-JUDICIAL) (RC):

RESOLUTION No. 48-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ESTABLISHING AN ACCOUNT REFLECTING THE SURPLUS RESIDENTIAL IMPACT FEE UNITS PURSUANT TO ARTICLE III, SECTION 32-68(E), OF THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The applicant, John S. Leighton, has requested that the City pass a resolution determining the number of available impact fee credits that can be held by 604 Ocean Holdings, LLC and transferred pursuant to Article 3, Section 32-68(E) of the Code of Ordinances of the City of Stuart.

The property of record, based on Property Appraiser records in 1994 for Atlantic Court Apartments, shows that there was 57 residential units, all of which were less than 800 feet on the property. In the development of the site, the City of Stuart determined that ten (10) of the 57 units were eligible or impact fee credit. This was determined by calculating the five (5) residential units and the professional office approved and built on the Pineapple Place RPUD. This left a surplus of forty-seven (47) units.

Funding Source:

N/A

Recommended Action:

Motion to approve Resolution No. 48-2020

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Resolution No. 48-2020	4/20/2020	Resolution add to Y drive
🗋	Applicant's Memo	4/20/2020	Resolution add to Y drive

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 48-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ESTABLISHING AN ACCOUNT REFLECTING THE SURPLUS RESIDENTIAL IMPACT FEE UNITS PURSUANT TO ARTICLE III, SECTION 32-68(E), OF THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * * * *

WHEREAS, the City has received a petition for a transfer of impact fee credit relating to PCN 04-38-41-035-000-00060-0 which is the property previously known as "Atlantic Court Apartments" and now known as "Pineapple Place", described below and more clearly described in Exhibit "A", attached, that conforms to the requirements of Chapter 32-68(B) of the Code of Ordinances of the City of Stuart, Florida; and

WHEREAS, the property (PCN#: 04-38-41-035-000-00060-0) totaling .656 acres was appraised by Martin County in 1994 to include fifty-seven (57) apartment units under 800 square foot per unit; and

WHEREAS, on March 17, 2016, the City Commission approved Ordinance 2325-2016, approving the Pineapple Place RPUD, which permitted the development of five (5) residential units and 4,489 square feet of commercial office; and

WHEREAS, upon issuance of a permit for Development, the City of Stuart provided impact

fee credits to the developer. Because the original units were less than 800 square feet and the five town houses were 2002 square feet each, the residential development consumed 7.28 of the 57 impact fee credits. The Commission further finds that the Commercial office space constructed in 2016 consumed 2.72 of the original 57 impact fee credits. Therefore, 10 of the original 57 impact fee credits were previously applied to the property in 2016.

WHEREAS, the City Commission heard the presentation and reviewed the records submitted by the applicant and has the authority to determine the amount, if any, of impact fee units that remain as a surplus on the property.

WHEREAS, the applicant has requested that the City Commission establish an account in the name of the owner of record which reflects credit of forty-seven (47) units to PCN 04-38-41-035-000-00060-0 which constitutes the balance of the residential impact fees historically existing on the parcel that would have otherwise been available to use as a set off toward the cost of impact fees that may have been due or payable when redeveloping the property.

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

SECTION 1: The purpose of this resolution is to establish an account which accurately reflects the surplus residential impact fee units on PCN 04-38-41-035-000-00060-0.

SECTION 2: The Commission finds that PCN 04-38-41-035-000-00060-0 originally had a development known as the Atlantic Court Apartments which generated 57 residential impact fee credits for units less than 800 square feet on said parcel. In 2016, the surplus impact fee units were reduced to 47 because credit was given to the developer toward the construction of five (5) townhouses at 2002 square feet each and approximately 4,489 square feet of commercial office space.

SECTION 3: The Commission determines that there currently exist Forty-Seven (47) less than 800 square foot impact fee units on PCN 04-38-41-035-000-00060-0.

SECTION 4: The Development Department shall establish an account in the name of the owner of 04-38-41-035-000-00060-0 which shall reflect that as of the date of this Resolution, the parcel has 47 surplus residential impact units based upon the units being 800 square feet or less.

SECTION 5: This resolution shall be recorded to run with PCN 04-38-41-035-000-00060-0.

SECTION 6: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
KELLI GLASS LEIGHTON, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

ADOPTED this ___ day of _____, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM

AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

City of Stuart

121 SW FLAGLER AVENUE • STUART FLORIDA 34994

TELEPHONE: 772.288.5386
FAX: 772.288.5316
mmortell@ci.stuart.fl.us

CITY ATTORNEY

TO: KEVIN FREEMAN, DEVELOPMENT DEPARTMENT DIRECTOR

CC: DAVID DYESS, CITY MANAGER

FROM: MICHAEL J. MORTELL, CITY ATTORNEY

SUBJECT: 604 OCEAN HOLDINGS, LLC/TRANSFER OF IMPACT FEE CREDITS

DATE: 3/16/2020

Attached to this Memo is a letter that was sent to my attention dated March 12, 2020 which constitutes a formal request by Terry McCarthy, Esq., as counsel for John S. Leighton, III. They have requested that the City pass a resolution determining the number of available impact fee credits that can be held by 604 Ocean Holdings, LLC and otherwise transferred pursuant to Article 3, Section 32-68 (E) of the Code of Ordinances of the City of Stuart. It will be necessary for the Development Department to review the documentation provided by Mr. Leighton and prepare an agenda item for the City Commission to pass a resolution determining the total number of impact fees originally on this site; those already attributed to the project on site, as well as the number of impact fees available for the City Commission to approve as credited for transfer.

I have previously explained to Mr. McCarthy that it is in fact the burden of the applicant to present competent evidence that demonstrates that he is in fact the owner of the impact fees and in addition, evidence of the original criteria to determine impact fee credits for the site.

Based upon a quick review of the documentation it appears that he is relying on the Property Appraiser's records for Atlantic Court Apartments in which there were originally 57 residential units all of which were less than 800 square feet. He then received impact fee credits for the 5 townhomes, as well as the office plaza on site which need to be deducted from those credits.

Once this has been assigned to a planner please tell them I am available to review and assist in preparation of the resolution for the agenda item.

McCARTHY SUMMERS WOOD NORMAN MELBY & SCHULTZ P.A.
Attorneys at Law

Terence P. McCarthy *
Robert P. Summers *
Steven J. Wood **
Kenneth A. Norman
Nicola J. Boone Melby ***
Owen Schultz
Margaret E. Wood

Donna R. McMillan
Jessica M. VanValkenburgh
Christen Spake
Kimberly A. Ryan

Kathryn C. Bass†

*Board Certified Real Estate Lawyer
**Board Certified Wills, Trusts & Estates Lawyer
***Board Certified Elder Law Lawyer
†Of Counsel

March 12, 2020

VIA HAND-DELIVERY
Michael J. Mortell, Esquire
City Attorney
City of Stuart
121 S.W. Flagler Avenue
Stuart, FL 34994

Re: ***604 Ocean Holdings, LLC/Transfer of Surplus Units***

Dear Mike:

Please be advised that this office represents John S. Leighton, III, the sole owner of 604 Ocean Holdings, LLC, a Florida limited liability company ("604 Ocean"). 604 Ocean is the owner of Lot 6, Pineapple Place, pursuant to that certain warranty deed, dated January 25, 2017, a copy of which is attached hereto as **Exhibit "A."**

The developer of Pineapple Place, a six-lot subdivision (Plat Book17, at Page 37) was 600 Ocean Holdings, LLC, a Florida limited liability company. John S. Leighton, III was also the sole owner of 600 Ocean Holdings, LLC.

Prior to acquiring the parcel that would become Pineapple Place, it was an apartment building containing fifty-seven (57) units, known for many years, as the Atlantic Court Apartments. I enclose herewith, as **Exhibit "B,"** a copy of the Property Appraiser's records from 1994, indicating that 57 units were located on this site, and also other information relating to the site. Obviously, the units were removed prior to the acquisition of Pineapple Place by Mr. Leighton. At the time that Mr. Leighton obtained approval to construct the current improvements on Pineapple Place, the City of Stuart determined that Mr. Leighton was entitled to impact fee credits for the 57 units that previously were located on the site. In the development of all of the improvements on the site, the City of Stuart determined that ten (10) of the 57 units eligible for impact fee credits could be used to off-set the impact fees for the construction of all of the units on Pineapple Place. This left a surplus of forty-seven (47) surplus units eligible for impact fee credits.

Prior to the conveyance of any property in Pineapple Place, the original owner and developer of Pineapple Place, 600 Ocean Holdings, LLC, transferred to John S. Leighton, III, the sole owner of all of the entities involved in Pineapple Place, including, 604 Ocean, all of the developer's rights in all permits, certificates, licenses, including all rights to impact fees and any credits associated therewith. I enclose herewith, as **Exhibit "C,"** a copy of the Assignment of Permits and

Developer Rights, dated August 30, 2016. Mr. Leighton still owns these rights for the benefit of 604 Ocean Holdings, solely owned by Mr. Leighton.

Please accept this letter as a request, pursuant to Article 3, Section 32-68, (E) of the Code of Ordinances of the City of Stuart, to establish in the name of 604 Ocean Holdings, LLC, 47 surplus units that may, in the future, be subject to transferability, as more particularly set forth in said Subsection (E), as set forth above.

Should you need additional information or documentation, please don't hesitate to call or write.

Very truly yours,

Terence P. McCarthy, Esquire
tpm@mccarthysummers.com
TPM/dad

cc: John S. Leighton, III (Via E-Mail: john@leighton.cc)

Enclosures

P:\DOCS\5986\02598615\LTR\3448002.DOCX 3/12/2020 11:16 17 AM

EXHIBIT "A"

Warranty Deed Dated
January 25, 2017

INSTR # 2613290
OR BK 2900 PG 1128
(2 Pgs)
RECORDED 01/05/2017 01:54:41 PM
CAROLYN TIMMANN
MARTIN COUNTY CLERK
DEED DOC TAX $0.70

Prepared by and return to:
Terence P. McCarthy, Esq.
McCarthy, Summers, Bobko, Wood, Norman, Bass & Melby, P.A.
2400 SE Federal Highway, 4th Floor
Stuart, Florida 34994
772-286-1700
File Number: 02598604
Parcel Identification No.: 4384103500000060000000
Will Call No.: 50

COPY COPY COPY

(space above this line for recording data)

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

THIS WARRANTY DEED, made this 5 day of January, 2017, by between **600 Ocean Holdings, LLC, a Florida limited liability company**, whose post office address is Post Office Box 1273, Stuart, Florida 34995, ("Grantor"), to **604 Ocean Holdings, LLC, a Florida limited liability company** whose post office address is Post Office Box 1273, Stuart, Florida 34995, ("Grantee"):

Witnesseth that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Martin, Florida, to-wit:

Lot 6, Pineapple Place, according to the Plat thereof as recorded in Plat Book 17, page(s) 37, of the Public Records of Martin County, Florida.

Subject to taxes for 2017, and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

This is a conveyance of unencumbered property with no change of beneficial ownership and no exchange of value. Pursuant to Crescent Miami Center, LLC v. Florida Department of Revenue SC03-2063,05/19/2005, and subsequent Technical Assistance Advisements issued by the State of Florida Department of Revenue, only minimum documentary stamp tax is due.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

COPY COPY COPY

Signed, sealed and delivered in our presence:

GRANTOR:
600 Ocean Holdings, LLC, a Florida limited liability company

Witness Name: Deborah D Haas

By: _____
John S. Leighton, III, Manager

Witness Name: Christina Walke

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 5 day of January, 2017, by **John S. Leighton, III, Manager of 600 Ocean Holdings, LLC, a Florida limited liability company**, who [✓] is personally known or [ ] has produced a driver's license as identification.

[Notary Seal]

Notary Public State of Florida At Large

DEBORAH D. HAAS
Notary Public - State of Florida
My Comm. Expires Jun 14, 2017
Commission # FF 006250
Bonded Through National Notary Assn.

P:\DOCS\5986\02598604\DEED\3155492.DOCX 1/4/2017 10:15:16 AM/600 OCEAN to 604 OCEANLLC

EXHIBIT "B"

Property Appraiser's Record from 1994

4 38 41 005 001 0110 16

CITY	RNG	TWP	SEC	SUBD.	BLOCK	LOT	CARD NO.	NO. OF CARDS
30	41	38	04	05	001	0110	001	001

REAL ESTATE PROPERTY CONTROL NUMBER — MARTIN COUNTY FLORIDA

DATE: 82 — APPRAISED VALUES: 1979-80 CRD 1978

	PARCEL
AGR. LAND VALUE	$
LAND 116,084	$ 67000, 67,000
EXTRA FEATURES 0	$ 0, 0
BUILDING(S) 206,902	$ 206902, 103,451
TOTAL 322,986	$ 273902, 170,451

HOUSE NUMBER	D/R	STREET NAME OR RURAL ROUTE NO.
600	E	[illegible]

HIGHLANDS 1ST ADD'N, LOTS 11 - 14 & CLOSED ALLEY ADJ BLK 1

Burleigh
859 Associates Eastern, LTD
R. Hummell

NEIGHBORHOOD

LOCATION		CHANGE IN USE	
URBAN	0	NOT LIKELY	0
SUBURBAN	1	LIKELY	1
RURAL	2	TAKING PLACE	2

BUILT UP		OCCUPANCY BY	
OVER 75%	0	OWNER	0
25% TO 75%	1	TENANT	1
LESS THAN 25%	2	VACANT	2

GROWTH RATE		PARCEL DATA	
FULLY DEVELOPED	0	TOPOGRAPHY	
RAPID	1	LEVEL	0
STEADY	2	HIGH	1
SLOW	3	LOW	2
		WASTE	3
PROPERTY VALUES		COMBINATION	4
INCREASING	0		
STABLE	1	ROAD	
WEAK	2	URBAN PAVED	0
DECLINING	3	GRAVEL	1
		PRIVATE/NONE	2
DEMAND SUPPLY		STATE	3
BALANCE	0	FEDERAL	4
SHORTAGE	1		
OVER SUPPLY	2	NUMBER	

MARKETING TIME	
1-3 MONTHS	0
4-6 MONTHS	1
OVER 6 MONTHS	2

PARCEL DATA

BUILDING APPRAISAL			
MONTH	5	12	78
DAY	18	29	11
YEAR	89	94	91
APPRAISER	18	29	18

INFORMATION FROM	
OWNER	0
INSPECTION	1
TENANT	2
AGENT	3

NUMBER OF UNITS	57

BUILDING CONDITION	
SOUND	0
MINOR REPAIRS	1
EXTENSIVE REPAIR	2
UNSOUND	3

UTILITIES ELECTRIC	
NONE	0
PUBLIC	1
PRIVATE	2
INDIVIDUAL	3

WATER	
NONE	0
PUBLIC	1
PRIVATE	2
INDIVIDUAL	3

SEWER	
NONE	0
PUBLIC	1
PRIVATE	2
INDIVIDUAL	3

GAS	
NONE	0
PUBLIC	1
PRIVATE	2
INDIVIDUAL	3

INCOME INFORMATION	
AMOUNT	
$	

PAID	
WEEKLY	0
MONTHLY	1
YEARLY	2

SOURCE	
OWNER	0
TENANT	1
AGENT	2

LAND USE TITLES

HSEHLD. UNITS	11
GROUP QUARTERS	12
RESD. HOTELS	13
MOBILE PARK	14
TRANS. LODGINGS	15
OTHER RESID.	19
FOOD MANUF.	21
PRINTING, PUBLISH.	27
MARINE CRAFT	44
AUTO PARKING	46
COMMUNICATION	47
UTILITIES	48
WHSLE. TRADE	51
RETAIL TRADE	
BLD MAT. HDWRE.	52
GEN. MERCH.	53
FOOD	54
AUTO-MARINE	55
APPAREL & ACCES.	56
FURNITURE & EQUIP.	57
EATING & DRINK	58
OTHER RET. TRDG.	59
FIN. INSUR. REAL EST.	61
PERSONAL SERVICE	62
BUSINESS SERVICE	63
REPAIR SERVICE	64
PROFESSIONAL	65
EDUCT SERVICES	68
RECREAT. ACTIVITIES	74

LAND APPRAISAL INFORMATION

DAY	05	11	
MONTH	05	7	
YEAR	82	91	
APPRAISER	JHB	18	

LAND STATUS	
IMPROVED	0
VACANT	1
BLD W/O LAND	2

CENSUS IDENTIFICATION NUMBER			
TRACT		BLOCK FACE	
BLOCK		AREA	

NOTES

1 T
2 1
3 APTS IN BAD SHAPE
4 04B
5 APTS

SALES INFORMATION

	OFFICIAL BOOK	RECORD PAGE	TYPE INSTR	YEAR	SALE PRICE	V I	O
1	417	2017	WD		$ [illegible]		
2	[illegible]	428	QC	10/84	$ [illegible]	I	U
3	622	1129	WD	12/84	$ 950,000	I	Q
4	820	783	WD	1/1989	$ 784,300	I	U

OTHER BUILDINGS AND EXTRA FEATURES

#	DESCRIPTION	COND	DIMENSION	UNITS	PRICE	VALUE
1	[illegible]				$	$ N/V
2						
3						
4						
5						
6						
7						
8						
9					TOTALS	$

APPRAISAL MODULE 1994

LAND INFORMATION AND VALUES

NOTES	LU	#	ZONING	CODE	FRONTAGE	DEPTH	LAND CONDITION CLS	CLR	NC	W	O	ADJUSTMENTS DEPTH	COND.	TOTAL	UNIT LAND PRICE	ADJUSTED UNIT PRICE	LAND UNITS	LAND VALUE
COK		1	[illegible]															
		2																
		3																
		4																
		5																
		6																

TOTALS

ASSESSMENT MANAGEMENT SYSTEMS CORPORATION COPYRIGHT 1973

BUILDING COMPONENTS

CD. NO.	NO. OF CD.	STORIES	TYPE
		3	2

INTERIOR

FLOOR STRUCTURE		
SLAB ON GRADE	0	
SLAB ABOVE GRADE	1	
ELEVATED SLAB	2	
JOISTS & SHEATHING 9	3	
JOIST ONLY	4	
STRUCTURAL SLAB	5	

FLOOR FINISH		
CONCRETE	0	
TERRAZZO	1	
TERRAZZO STRIPS	2	
ASPHALT TILE	3	
VINYL ASPHALT TILE	4	
VINYL OR CORK TILE	5	
VINYL SHEET 9	6	0
SOFT WOOD X	7	X
HARD WOOD	8	
HD. WD. COMBIN.	9	
CARPET	10	
HARD TILE	11	

WALL FINISH		
WOOD SLAT WALL	0	
WALL BOARD	1	
MASONRY	2	
DRY WALL	3	
PLASTER-DIRECT	4	
PLASTER-FURRED 10	5	
PANEL COMBIN.	6	
PANEL-INEXPENS.	7	
PANEL-AVERAGE	8	
PANEL-CUSTOM	9	

NO. OF ROOMS	
TOTAL	BDRMS.
7	1

PLUMBING	
NO. OF FIXTURES	
7	1

TOTAL UNITS → 4.6

1ST BATH TILE		
NONE	0	
ONE-HALF WALL	1	
FLOOR OR WALL ✓	2	0
FLOOR & ½ WALL	3	X
FLOOR & WALL	4	

ROOF STRUCTURE		
WOOD EXPOSED BEAM	0	
WOOD RAFTERS	1	0
STEEL JOISTS	2	
STEEL TRUSS	3	
CONCRETE PRESTRESSED	4	
CONCRETE PLANK	5	

HEATING		
NONE	0	
UNIT HEATER	1	
WALL-FLOOR FURN.	2	
FORCED AIR-DUCTS	3	
STEAM RADIATION	4	
ELECTRIC RADIATION	5	

COOLING		
COOL AIR W/DUCTS	0	
COOL AIR W/O DUCTS	1	
NONE	2	0

ELECTRICAL		
NONE	0	
30 AMP.	1	
60 AMP.	2	
100 AMP.	3	
150 OR 200 AMP.	4	0
OVER 200 AMP	5	

YEAR BUILT 1916

6518 10/77 Reroof 11,600

9042 8-20-84 Remodel 11,200

TOTAL UNITS → 1.6

EXTERIOR

ROOF DECK-COVER		
BUILT UP. COMPS.	0	0
COMPOSITION SHINGLE	1	
ASBESTOS SHINGLE	2	
COMPOSITION ROLL	3	
CONCRETE TILE	4	
WOOD SHINGLE	5	
SLATE SHINGLE	6	
CLAY TILE	7	
STEEL SHINGLE	8	
ASBESTOS CEMENT	9	

EXTERIOR WALL		
NONE	0	
CORRUGATED METAL	1	
MINIMUM SIDING	2	
BELOW AVG. SIDING	3	
AVERAGE SIDING	4	
ABOVE AVG. SIDING	5	
WOOD STUCCO	6	
CONCRETE BLOCK	7	
CONC. BLK. STUCCO	8	0
CONC. BLK. & WOOD	9	
CONC. BLK. & BRICK	10	
BRICK	11	
BRICK & WOOD	12	
CEMENT BRICK	13	
METAL PREFINISHED	14	
PRECAST PANEL	15	
GLASS	16	

EXTERIOR WALL FRAME		
NONE	0	0
WOODPOST & BEAM	1	
STEEL FRAME	2	
PILASTER, MASONRY-STEEL	3	
REINFORCED CONCRETE	4	
FIREPROOF STEEL	5	

WALL HEIGHT	5
PARTY WALL %	

TOTAL UNITS → 3.3

FOUNDATION		
NONE	0	
PIERS ✓	1	0
CONTINUOUS FOOTING	2	0
CONC. COLUMN FOOTING	3	
SPECIAL FOOTING	4	

SHAPE FACTOR		
NONE	0	X
RECTANGULAR	1	
L DESIGN	2	
U DESIGN	3	0
⌐ DESIGN	4	
H DESIGN	5	
EXTREME DESIGN	6	

QUALITY ADJUSTMENT		
BELOW AVERAGE	0	
AVERAGE	1	0
ABOVE AVERAGE	2	
EXCELLENT	3	

EFFECTIVE YEAR 35

DEPRECIATION	
MORE THAN NORMAL PHYSICAL	0
OBSOLESCENCE FUNCTIONAL	
ECONOMIC	
TOTAL	

TOTAL UNITS → 5

BUILDING STATUS %

FIRE	0	OTHER	2
CONST.	1		3

SPECIAL RATE $ 19.00

	DIMENSION		AREA	%	EFFECT. AREA	NOTES
A	12	34	408	100	408	BA
B	210	149	31290	100	31,290	BA
C	69	37	2331	100	2,553	BA
D						
E	2 X 34 X 3			100	204	BAS, FUS, FUS
F	2 X 34 X 3			100	204	" " "
G	35 X 112 X 3			100	11,760	" " "
H	35 X 112 X 3			100	11,760	" " "
I	37 X 93 X 3			100	10,323	" " "
J						
K						
L						
M						
N						
O					34,251	

TOTAL EFFECTIVE AREA 34,251

863810

25.72

UNITS	RESD. SHAPE	COM. SIZE	ADJ. UNITS	BASE RATE	ADJUSTED RATE	EFFECTIVE AREA	REPLACEMENT COST NEW
100	102	95	95	$ 23.00	$ 15.83	34,251	$ 542,250
	10A			16.07	15.30	34030	

BASE YEAR	EFFECT. YEAR	AGE	DEPR. RATE	% DEPR.	OTHER DEPR	TOTAL DEPR	% COND.	DEPRECIATED REPLACEMENT COST
74	35	37	1.00	39	21	60	40	$ 206,902
								135,348

748,307
460,580
280,108
431,940
251,264
381,676

ASSESSMENT MANAGEMENT SYSTEMS CORPORATION COPYRIGHT 1978

DATE			
MO	DAY	YR	BY
[illegible]	[illegible]	74	

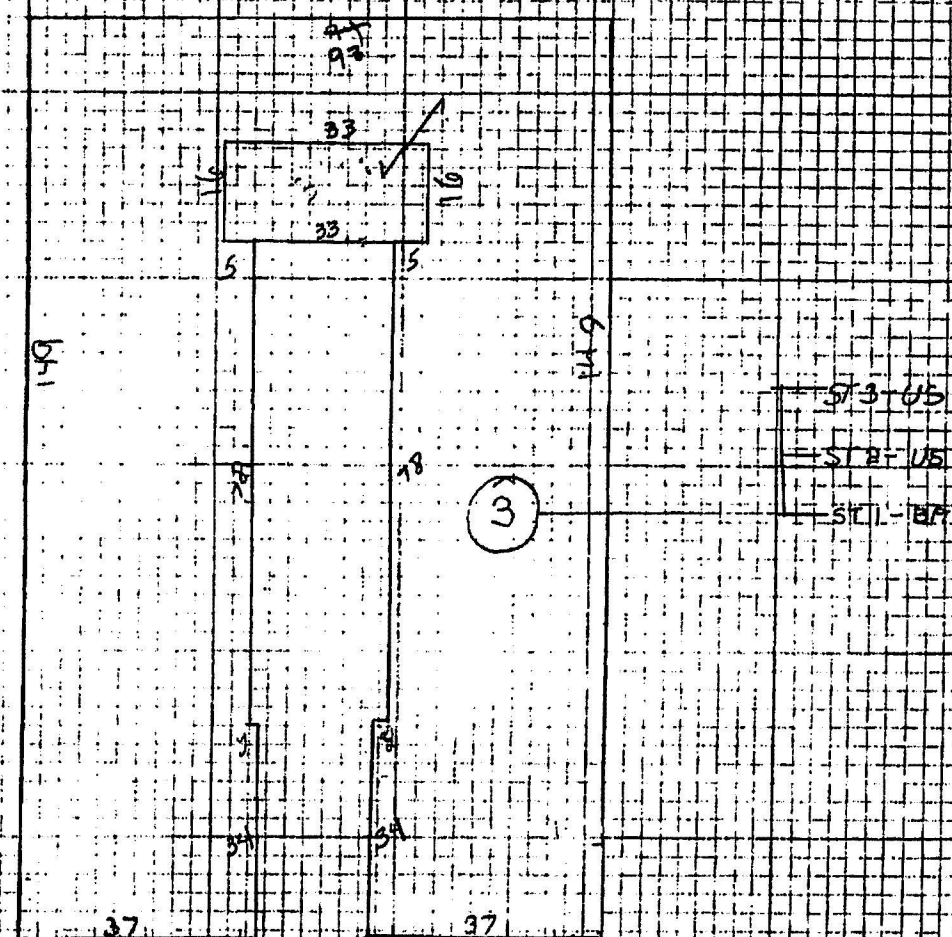
Scale: 1" = [illegible]

NOTES: [illegible]

CITY	RG.	TWP.	SEC.	SUBD.	BLOCK	LOT	CARD NUMBER	NUMBER OF CARDS
[illegible]	41	[illegible]	[illegible]	[illegible]				

PROPERTY CONTROL NUMBER

MARTIN COUNTY, FLA.



04272020 CCM

1st. FLOOR PLAN
ATLANTIC COURT APARTMENTS
STUART, FLORIDA.

04 38 41 005 001 -0011.0/6

CITY	RNG	TWP	SEC	SUBD.	BLOCK	LOT	CARD NO.	NO. OF CARDS

REAL ESTATE PROPERTY CONTROL NUMBER

MARTIN COUNTY FLORIDA

APPRAISED VALUES

	CARD 91	[illegible]
AGR. LAND VALUE	$	$
LAND	$ 300,300	$ 116,084
EXTRA FEATURES	$	$ 0
BUILDING(S)	$ 380,100	$ 258,628
TOTAL	$ 680,400	$ [illegible]
	CARD	PARCEL [illegible]
AGR. LAND VALUE	$	$
LAND	$	$ 165,831
EXTRA FEATURES	$	$
BUILDING(S)	$	$ 258,628
TOTAL	$	$ 424,459
	CARD 89	PARCEL 85
AGR. LAND VALUE	$	$
LAND	$ 286,020	$ 400,428
EXTRA FEATURES	$ 0	$ 0
BUILDING(S)	$ 431,705	$ 381,676
TOTAL	$ 717,925	$ 782,10[illegible]

Martin County Property Appraiser
Laurel Kelly, CFA
My Open Door Policy Works For You.

Michael Fribourg
Assistant Director - Support, Appraisal & Training Services
State-certified general real estate appraiser RZ797
michael.fribourg@pa.martin.fl.us

1111 SE Federal Highway
Suite 330
Stuart, Florida 34994

Phone (772) 288-5608
Fax (772) 692-7514
Website pa.martin.fl.us

ADMINISTRATIVE INFORMATION

PARCEL NUMBER
04-38-41-005-001-00110-6

Parent Parcel Number

Property Address
600 E OCEAN BV

Neighborhood
30200

Property Class
700 1000 Vacant Commercial

TAXING DISTRICT INFORMATION

Jurisdiction	053
Area	001
District	3100
Routing Number	O-4B

OWNERSHIP

600 OCEAN HOLDINGS LLC
PO BOX 1273
STUART, FL 34995

HIGHLANDS 1ST ADD'N, LOTS 11 - 14 & CLOSED ALLEY ADJ BLK 1 CASA LUANTE

Tax ID 21296

Printed 09/30/2015 Card No. 1 of 1

TRANSFER OF OWNERSHIP

Date		
09/02/2011	600 EAST OCEAN HOLDINGS II LLC	Bk/Pg: 2538, 1657 $198000
12/31/2008	600 EAST OCEAN HOLDINGS LLC	Bk/Pg: 2366, 2884 $648000
08/02/2007	600 EAST OCEAN PROPERTIES LLC	Bk/Pg: 2268, 1911 $650000
09/16/2005	ATLANTIC COURT, LTD	Bk/Pg: 2061, 0606 $1000000
12/12/1997	TILLMARC, INC.	Bk/Pg: 1277, 1838 $1100000

COMMERCIAL

VALUATION RECORD

Assessment Year		01/01/2011	01/01/2012	01/01/2012	01/01/2013	01/01/2014	01/01/2015	
Reason for Change		01	01	Trim Chg Jud	01	01	01	Worksheet
VALUATION	L	386130	343220	257060	257060	257060	257060	257060
Just Value	B	0	0	0	0	0	0	0
	T	386130	343220	257060	257060	257060	257060	257060

Site Description

Topography:

Public Utilities:

Street or Road:

Neighborhood:

Zoning:

Legal Acres:
0.6566

LAND DATA AND CALCULATIONS

Land Type	Rating Soil ID -or- Actual Frontage	Measured Acreage -or- Effective Frontage	Table Effective Depth	Prod. Factor -or- Depth Factor -or- Square Feet	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
1 Commercial - Primary				15138.00	12.00	12.00	181660		181660
2 Commercial - Secondary				13464.00	5.60	5.60	75400		75400

F12: AMENDED TRIM SENT 2012
KL 9/11/12
3: 2003 COMM CHECK ACCT
4PR:
/11/02 FGR
)TE: BLDG DEMO'D - CARD1 MADE INACTIVE.
3R 6/18/02 BLDG BEING DEMOLISHED.
)TE:*MAKE IMPROVEMENT INACTIVE FOR 2003*
3R 3/6/01 NO WORK BEING DONE.
3R 3-20-00 REMODELING WORK AT A STAND-STILL,
.DG LACKS A
)OF.
)D: MOD HOME S, DECK W A.
./06/98-JFB-OWNER STATES COMM REIT MAY
)RCHACE PROPERTY
)R $4,000,000 AFTER CONSTRUCTION IS COMPLETE.
/06/98-JFB-FOURTH FLOOR TO BE ADDED - BLDG WILL

Supplemental Cards

TRUE TAX VALUE 257060

Supplemental Cards
TOTAL LAND VALUE 257060

EXHIBIT "C"

Assignment of Permits and Developer Rights
Dated August 30, 2016

ASSIGNMENT OF PERMITS AND DEVELOPER'S RIGHTS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **600 Ocean Holdings, LLC** ("Developer") hereby assigns and sets over unto **John S. Leighton, III** ("Leighton"), (i) all Developer's right, title and interest in and to all permits, certificates, licenses and approvals issued by, or agreements entered with, any governmental or private authority, person or agency relating to the ownership, development, construction, operation, maintenance, marketing, sale and use of the real estate and improvements to be completed thereon (hereinafter referred to as "Permits on the real estate located in Martin County, Florida, legally described in in **Exhibit "A"** (the "Project"), and (ii) all of Developer's rights and privileges heretofore or hereafter otherwise arising in connection with or pertaining to the Project, including, without limiting the generality of the foregoing, any right or privilege of Developer to any impact fees, utility fees, whether or not prepaid and any credits associated therewith and any and all such fees or credits that run with the Project or any lease, contract or other agreement with any third party pertaining to the ownership, development, construction, operation, maintenance, marketing, sale and use of the Project.

This Assignment shall constitute a direction to and full authority to any issuer of any of said Permits and to any party to any of said Developer's Rights to act at Leighton's written direction and otherwise perform on Leighton's behalf, subject to the terms and conditions of said Permits and Developer's Rights, without further proof. Developer hereby acknowledges and agrees that all such parties are hereby irrevocably authorized and directed to rely upon and comply with (and shall be fully protected by Developer in so doing) any written request, notice or demand made by Leighton with respect to any Permit or Developer's Right, or for performance of any undertaking thereunder, and shall have no right or duty to inquire.

Leighton does not hereby assume any of Developer's obligations or duties under or in connection with any of said permits, certificates, licenses and approval or under or in connection with the Developer's Rights.

IN WITNESS WHEREOF, Developer has executed this Assignment as of this 30th day of AUGUST, 2016.

Signed, sealed and delivered
in the presence of:

Terence P. McCarthy

TERENCE P. McCARTHY
Print Name

DEVELOPER:
600 Ocean Holdings, LLC

By: _____
John S. Leighton, III, Manager

Donna Dempsey

DONNA DEMPSEY
Print Name

STATE OF FLORIDA
COUNTY OF MARTIN

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this 30th day of AUGUST, 2016, by John S. Leighton, III, Manager of 600 Ocean Holdings, LLC, a Florida corporation, on behalf of the Corporation, who {X} is personally known to me, or { } has produced _____ as identification.

Teresa P. McCarthy
Notary Public - State of Florida

My Commission Expires:
{Notary Seal}

Teresa P. McCarthy

TERESA P. MCCARTHY
Print Name

Donna Dempsey

DONNA DEMPSEY
Print Name

John S. Leighton, III

STATE OF FLORIDA
COUNTY OF MARTIN

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this 30th day of AUGUST, 2016, by John S. Leighton, III, who {X} is personally known to me, or { } has produced _____ as identification.

Teresa P. McCarthy
Notary Public - State of Florida

My Commission Expires:
{Notary Seal}

P:\DOCS\5986\02598604\CLIENT\30S7510.DOCX 7/20/2016 12:51:51 PM/LEIGHTON/assignment

EXHIBIT "A"

Legal Description

Lots 11 and 12, Block 1 together with that portion of the vacated alleyway abutting and lying between Lots 11 and 12, Block 1 and the centerline of the vacated alleyway; and, Lots 13 and 14, Block 1 together with that portion of the vacated alleyway abutting and lying between Lots 13 and 14, Block 1 and the centerline of the vacated alleyway. All according to the REVISED PLAT OF HIGHLANDS SUBDIVISION as recorded in Plat Book 10, Page 59, of the Public Records of Palm Beach (now Martin) County, Florida

Said alleyway being abandoned July 29th, 1946, by Ordinance No. 171 filed May 13th, 1948 in Deed Book 43, Page 418, of the Public Records of Martin County, Florida.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/27/2020 **Prepared by:** Michael Mortell

Title of Item:

APPROVAL OF HUDSON'S ON THE RIVER LEASE (FORMALLY PELICAN CAFE) (RC):

RESOLUTION No. 49-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A LAND LEASE BETWEEN THE CITY OF STUART, FLORIDA AND HUDSON'S ON THE RIVER REPLACING THE PELICAN CAFÉ LEASE, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The property located at 351 SW Flagler Avenue is currently leased by the City to the Pelican Cafe. Pursuant to the terms of the Pelican Lease, the City Commission must approve any assignment or transfer of the agreement and the City has the right to renegotiate the rent. On January 3, 2020, the City Commission authorized the assignment of the Pelican Cafe' lease and further directed the City Manager to negotiate with Hudson's on the River regarding fair market rent. Because there are several amendments to the Pelican Cafe lease, staff recommends entering a new lease which contains all terms. The proposed lease is attached to the agenda. As consideration for the new lease Hudson's will completely update the Pelican Cafe which includes the construction of a large covered dining area which will allow for dining during inclement weather. Pursuant to the negotiations, all improvements will become the property of the City at the end of the triple net, thirty year land lease. An appraisal was obtained and the rent was based upon fair market value. Further, the rent includes a payment to the City for 3% of the gross proceeds over 1.5 million dollars. Due to the Covid 19 emergency, the initial terms of the lease were renegotiated and staff recommends maintaining the current terms of the Pelican Cafe for 24 months beginning on September 1, 2020. On September 1, 2022, the appraised rental value will begin and continue for 28 years. This will include an escalator increasing the rent annually based upon the consumer price index for South Florida.

Funding Source:

N/A

Recommended Action:

Move Approval of Resolution No. 49-2020 authorizing the Mayor to execute a long term land lease with Hudson's on the River.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R49-2020 351 Flagler land lease (Hudson's)	4/17/2020	Resolution add to Y drive
🗋	Hudson's Lease	4/22/2020	Attachment
🗋	Exhibit A	4/21/2020	Exhibit

Exhibit B	4/21/2020	Exhibit
Exhibit C	4/21/2020	Exhibit

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 49-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A LAND LEASE BETWEEN THE CITY OF STUART, FLORIDA AND HUDSON'S ON THE RIVER REPLACING THE PELICAN CAFÉ LEASE, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSESS.

* * * * *

WHEREAS, the City Commission of the City of Stuart, Florida entered a lease extension with the Pelican Café for a long term lease of the property located at located at 351 SW Flagler Avenue; and

WHEREAS, the Pelican Café has requested that the City allow the Pelican to assign the lease to a new operator known as Hudson's on the River and in Resolution 06-2020, the Commission authorized the assignment conditioned upon the parties reaching an agreement related to new lease terms including fair market rent; and

WHEREAS, Hudson's on the River has provided the City an appraisal as well as site plan and architectural plans depicting the proposed modifications to the property; and

WHEREAS, the parties agree that from the execution of the lease until September 1, 2020, Hudson's on the River shall be allowed access to the property for the purposes of construction and preparation of the site; and

WHEREAS, the lease terms were conditioned upon Hudson's constructing the improvements depicted on the plan which is made a part of the lease and considered as an essential condition of the contract terms, and

WHEREAS, Hudson's on the River desires to enter a long term, triple net land lease in which it shall be responsible for the property depicted in the site plan attached to the lease conditioned upon remaining compliant with all grant terms related to Flagler Park.

WHEREAS, the parties have agreed upon the lease terms and seek approval from the City Commission authorizing the construction of the improvements shown in the plan attached to the lease and further authorizing the execution of the lease.

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

SECTION 1: The CITY COMMISSION authorizes the Mayor to execute a land lease for the operation of a restaurant as an ancillary use to Flagler Park with Hudson's on the River.

SECTION 2: Conflicts. All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 3: Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
KELLI GLASS LEIGHTON, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

ADOPTED this 27th day of April, 2020

ATTEST:

_____	_____
MARY R. KINDEL	MICHAEL J. MEIER
CITY CLERK	MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

ABSOLUTE NET
NON-SUBORDINATED LEASE
Flagler Park
Restaurant property

LESSOR:
CITY OF STUART, FLORIDA

and

LESSEE:

Hudson's on the River, LLC

Dated as of April 27, 2020

TABLE OF CONTENTS

EXHIBITS

"A" Land Survey of Leased Property and Legal Description

"B" Conceptual Site Plan

"C" Site Plan of Relocation of Storm Water Drainage System and Retention Area

ABSOLUTE NET NON-SUBORDINATED LAND LEASE
(Flagler Park Ancillary Restaurant)

THIS ABSOLUTE NET NON-SUBORDINATED LAND LEASE (the "Lease"), executed on the dates hereinafter set forth and commencing on the date provided herein, between CITY OF STUART, a Florida municipal corporation ("Lessor", "City", or "Stuart City Commission", as appropriate), and HUDSON'S ON THE RIVER, LLC, a Florida limited liability company ("Lessee", or "Hudson's", as appropriate), for the following uses and purposes:

RECITALS

WHEREAS, on October 28, 2019, the Stuart City Commission, entered into a lease agreement with the Pelican Café, L.L.C, a Florida limited liability company ("Pelican Café"). Said agreement included an assignability clause which also authorized the City to renegotiate the rental payments due to the City for the balance of the lease term; and

WHEREAS, Hudson's has entered into an assignment agreement with the Pelican Café conditioned upon reaching amicable terms with the City of Stuart; and

WHEREAS, the City and Hudson's have agreed to enter into a new lease which will replace the lease with the Pelican Café and will be the controlling document hereafter.

WHEREAS, the City, as fee simple title owner of the Property, desires to lease the Property to Hudson's to be operated as a restaurant as an ancillary use to the Flagler Park; and

WHEREAS, HUDSON'S has approved this Lease, and authorized and directed its execution by the duly Authorized Representatives of, and on behalf of, HUDSON'S, as Lessee.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

AGREEMENT

1. **RECITALS.** The foregoing recitals are true, correct, and incorporated into this Lease.

2. **DEFINITIONS.** Capitalized terms used in this Lease shall have the following definitions:

   2.1. "Gender" As to each of the following definitions, use of the masculine gender shall be considered and construed to include correlative words of the feminine and neuter genders. Unless the context shall indicate otherwise, the singular shall include the plural as well as the singular number.

   2.2. "Act" or "Action" means any lawful action taken by the Stuart City Commission or the SCRA, as duly authorized in Chapter 163 or Chapter 166, Florida Statutes, the Charter of the City of Stuart, Florida, and the ordinances and resolutions of the City.

2.3. "Absolute Net Rent" means this Lease (that is sometimes colloquially called a "triple net lease") in which the Lessee pays rent, plus all of the costs of ownership and operation, including but not limited to insurance, real estate taxes, repair and replacement, cleaning, and utilities. All obligations of the lessee under the terms of this document shall be deemed as a rental obligation regardless of the description or location in the agreement.

2.4. Additional Rent" means any additional obligation of the Lessee to reimburse the Lessor for sums paid on behalf of the Lessee for all taxes when due or insurance premiums, when due, and as required to be maintained by the Lessee during any Term of this Lease. It shall also mean any other sum that is due to the Lessor from the Lessee as a result of its default, including but not limited to sums paid on behalf of the Lessee, and Lessor's reasonable attorneys' fees and costs.

2.5. "Authorized Representative" means the natural or corporate Person or Persons designated and appointed from time to time as such by either party.

2.6. "Building Construction Plans" means the plans and specifications submitted by the Lessee and approved by the City that conform to the requirements of the Florida Building Code, and when approved, are satisfactory for the details of construction of the structures on the Property which, upon the final inspection and approval by the Building Official shall become the Leasehold Improvements.

2.7. "Building Official" means that Person or those Persons authorized under City's ordinances and the Florida Building Code to perform building inspections and issue on behalf of the City of Stuart a Certificate of Occupancy, a Temporary Certification of Occupancy, or a Certificate of Completion, as provided by law.

2.8. "Building Permit" means for all or each part of the Leasehold Improvements to be constructed on the Leased Property, any permit, including demolition or foundation only permits, issued by the City of Stuart as the governmental authority having jurisdiction over construction on the Property.

2.9. "Existing Improvements" means the buildings, structures, and any other improvements located on the Leased Property prior to the execution of the Lease.

2.10. "Improvements" means collectively the Existing Improvements and the Leasehold Improvements.

2.11. "Leasehold Interest" means the Lessee's interest under this lease as well as any equitable interest in the Leased Property, the Leasehold Improvements, and all easements and rights appurtenant thereto, as provided by this Lease and applicable law.

2.12. "Leasehold Improvements" means the improvements constructed by or on behalf of the Lessee on the Leased Property, including, all structures on and improvements to the Leased Property.

2.13. "Leased Property" or "Property" means the real property described and depicted in Exhibit "A".

2.14. "Major Alteration" means any addition, alteration, change or improvement to the exterior of any of the Leasehold Improvements that constitutes a substantial deviation from those depicted on the plans and specifications of the Leasehold Improvements approved by Lessor, provided, however, such term shall not include periodic maintenance activities such as replanting or replacing of landscaping, repainting exteriors and replacing damaged, worn or obsolete fixtures, or replacing approved signage.

2.15. "Rent" means all rent, as the case may be, as provided in Article 6, together with all taxes due and owing on the Property or the Lease; all unpaid liability or casualty insurance premiums as described in the Lease; all other financial responsibilities of the Lessee pursuant to the terms herein and any late rent that is due and owing.

3. LEASE.

3.1. The Lessor leases to the Lessee, and the Lessee accepts from the Lessor, the Leased Property upon and subject to the terms of this Lease. Lessee accepts the Property in "AS IS" and "Where IS" condition, without any warranties express or implied.

4. USES.

4.1. **Construction and Maintenance.** Subject to the terms and conditions of this Lease, Lessee shall use the Leased Property for the operation of a restaurant that shall serve as an ancillary use for the Flagler Park recreation area.

4.2. Maintenance. The parties agree that this is a long-term land lease and the Lessee shall be responsible for all maintenance and repair (and expenses relating to such maintenance or repair) of the Improvements and any landscaping located on the Leased Property, with the exception of any maintenance or repairs of the seawall located on or adjacent to the Leased Property which will be the sole responsibility of Lessor.

4.3. Public Park. The parties acknowledge that this restaurant is an ancillary use for the Flagler Park and therefore, all common areas outside must remain open to the public during normal operating hours without restricted or conditional access.

4.4. The parties to this agreement recognize that Hudson's will be located at Flagler park and operate as an ancillary use thereto. However, notwithstanding anything to the contrary set forth in Section 4.3 above, Hudson's shall have the right to make final operational decisions

and therefore shall have the right to refuse service or accommodation so long as it doesn't violate any civil rights in exercising such discretion.

5. **LEASE TERM (30 YEARS TOTAL).**

Initial Term. The Initial Term of this Lease shall commence on May 1, 2020 and shall continue for a period of Ten (10) years ("Initial Term"). The Lessee shall have Two (2) options to extend the Lease. Each option to extend shall be for an additional term of ten (10) years (each additional Ten (10) year term may be referred to hereinafter as an "Option Term" and they may be collectively referred to hereinafter as "Option Terms") for a potential total term of Thirty (30) years. Unless Lessee delivers written notice to Lessor at least Ninety (90) days prior to the expiration of the Initial Term indicating that Lessee is electing to exercise the option to extend the Lease for the first Option Term described above, Lessee shall be deemed to have waived the option to extend the Lease for the first Option Term described above and the Lease shall end at 11:59 on the last day of the Initial Term. Unless Lessee delivers written notice to Lessor at least Ninety (90) days prior to the expiration of the first Option Term described above (provided Lessee has previously timely exercised the option to extend the Lease for the first Option Term described above) indicating that Lessee is electing to exercise the option to extend the Lease for the second Option Term described above, Lessee shall be deemed to have waived the option to extend the Lease for the second Option Term described above and the Lease shall end at 11:59 on the last day of the first Option Term described above.

6. **ABSOLUTE NET RENT.**

6.1. It is the intent of the parties that this Lease shall provide for Absolute Net Rent. In addition to any "rent" payments and beginning on the Lease Commencement Date, continuing throughout the Lease Term, Lessee shall pay, before they become delinquent, all taxes. "Taxes" as used herein, means all real property taxes, rates, duties and assessments, local improvement taxes, whether a general or special, that are levied, rated, charged or assessed against the Premises or any part thereof, and any and all Sales or Use Taxes due on Rent to the Lessor from time to time by any lawful taxing authority, whether Federal, State, Municipal, School or otherwise, and any and all taxes which are imposed in lieu of, or in addition to any such real property taxes whether of the foregoing character or not and whether in existence at the commencement date. In consideration of the warranties, representations and covenants made by Lessee in this Lease, Rent payable under this Lease shall be as follows:

6.1.1. **Initial Rent.** For the period commencing on October 1, 2020 and ending on September 30, 2022 the "Initial Rent" described in this paragraph shall take the place of the "Base Rent" and "Additional Monthly Compensation". The parties agree that the initial rent shall begin at $1,965.00 per month plus sales tax. Lessee shall also pay to the City as additional rent, the sum equal to three percent (3%) of the gross sales, not including sales tax, if any. The additional rent shall be determined on a monthly basis and shall be due and payable to the City on or before the fifteenth day of each month. Along with the rent payment, the Lessee shall furnish a fully executed copy of the monthly Sales and Use Tax Return (DR-15CS), as submitted to the Florida Department of Revenue. The first initial rental payment shall be due on October 1, 2020. Then,

beginning on October 1, 2022, the initial rent shall cease and the parties agree that the Base Rent shall be due.

6.1.2. Base Rent: Commencing on October 1, 2022 and continuing on the first day of each month throughout the term of this Lease (including any Option Terms), Lessee shall pay to Lessor, at the address set forth for notices under this Lease or at such other address as Lessor shall from time to time designate by notice given to Lessee as hereinafter provided as rental for the Leased Premises, in lawful money of the United States of America, a monthly rent payable in advance in the minimum amount of Six Thousand, Five Hundred and 00/100 Dollars ($6,500.00) plus applicable state sales tax or any other tax as may be hereinafter enacted and applicable to the rental revenue of this lease.

6.1.3. Additional Monthly Compensation: In addition to the base rent, commencing on October 1, 2022, Lessee shall be responsible to pay Landlord additional rent equal to three percent (3%) of Lessee's gross sales in excess of One Million, Five Hundred Thousand and no/100 Dollars ($1,500,00.00) per year, not including Florida Sales and Use Taxes collected, if any, derived from the Leased Premises. Said gross sales shall be determined on a monthly basis and shall be due and payable to Landlord on or before the fifteenth day of the following month during which it has been determined that the annual gross sales have exceed One Million Five Hundred Thousand Dollars. Unless otherwise agreed in writing, the annual calculation shall begin on January 1 of each year and end on December 31. Along with the rent payment, the Lessee shall furnish a fully executed copy of the monthly Sales and Use Tax Return (DR-15CS), as submitted to the Florida Department of Revenue.

6.1.4. Late Fee: The base rent is due no later than the first day of each month. Any base rent not tendered by the lessor by 5:00 pm on the fifth day of the month is deemed late. A late fee of 5% of the monthly base amount will be payable as a late fee when rent is paid after the fifth day of each month.

6.1.5. Rent Index: The rent shall be adjusted on September 1 each year using the Consumers' Price Index for All Items in Miami-Fort Lauderdale (Series CUURA320SA0) and the new adjusted rent shall be due on the first day of October each year, provided that annual base rent shall never increase by more that three percent (3%) of the prior year's annual base rent. Notwithstanding anything to the contrary set forth in the preceding sentence, the rent index shall not apply to the first five years and shall begin on October 1, 2025.

6.1.6. In the event that the government prohibits the operation of the Lessee's restaurant, then the Lessee shall be entitled to a pro rata credit from the Base Rent for each day the government prohibits the business from being open. The Lessee shall remain responsible for all other expenses described in the Lease, including but not limited to the taxes, insurance and maintenance.

6.2. **Real Estate Taxes**. The City shall forward the Real Estate/ Ad Valorem tax bill to the Lessee at the address described in this lease within 30 days of receipt of same. The Lessee

must pay the entire balance due no later 60 days after receipt of the Tax Notice or December 31, which ever is sooner. If the Lessee fails to pay the bill, the City shall have the right to pay the bill in full and the Lessee shall then owe the City, as additional rent, the amount paid by the City. The amount owed to the City shall be due to the City on the day on which the City's payment has been made and the Lessee shall owe interest at 10 percent per annum on the outstanding balance. If the balance isn't paid to the City in full within 14 days after the date on which the City pays the amount due, the City shall also have the right to terminate this agreement for breach. Notwithstanding anything to the contrary, the parties agree that the Lessee shall be responsible for the taxes, maintenance and insurance for the entire 2020 calendar year.

6.3. **Rent Payments.** Payments of Rent shall be paid monthly to "The City of Stuart" or its assignee, in accordance with provisions this Section 6.

6.4. **Additions to Rent.** All unpaid insurance and tax payments and any taxes, fees described or yet to be implemented required herein shall be considered as additional "rent," and it shall be the responsibility of the Lessee to assure prompt payment by the Lessee, when due, of the same.

7. CONSTRUCTION OF LEASEHOLD IMPROVEMENTS AND DAMAGES.

7.1. **Construction to comply with Codes.** Upon issuance of a Building Permit by the City, the Lessee shall commence construction of the Leasehold Improvements in accordance with the plans and specifications approved by the Lessor, and in accordance with the procedures set forth in this Article 7, and the Florida Building Code. All costs of any demolition of the Existing Improvements, and all costs of construction of the Leasehold Improvements shall be borne by, and timely paid for, by the Lessee.

7.2. In the event that the Lessee is unable to obtain a permit or operate the business in the manner intended within this Lease, the Lessee shall have the right to rescind this agreement**.** This right of rescission must be exercised in writing prior to October 1 2020 and is limited to the inability to construct the Leasehold Improvements as described in the conceptual site plan attached hereto as Exhibit "B" or the inability to obtain a 4COP-SFS liquor license

7.3. **Lessee's Right to Contract.** Lessee shall have the right to enter into separate contracts and agreements for the construction, use, and maintenance of the Leasehold Improvements. At least fourteen (14) days prior to any demolition, or construction in the public rights of way, or on Leased Property which will impact any public space in the park or parking lot, the Lessee shall coordinate directly with the City's Public Works Director or his designee. The Lessor shall not be liable to any contractor, or material provider, for any fee, or cost incurred by the Lessee.

7.4. **Major Alteration of Leasehold Improvements.** In the event Lessee plans to make any demolition, alteration, or change in or to the Leasehold Improvements that constitutes a Major Alteration, the proposed plans and drawings for said proposed Major Alteration shall be

submitted to the Lessor for its approval which will not be unreasonably withheld or delayed by Lessor.

8. **OWNERSHIP OF IMPROVEMENTS.**

8.1. Upon the expiration or termination of this Lease, all of the Leasehold Improvements, and any remaining personal property on the Leased Property shall become the sole property of the Lessor.

8.2. Storm Water Drainage System and Retention Area: The City is allowing the Lessee to (i) construct a relocated storm water drainage system and retention area on the portion of Flager Park adjacent to the Leased Property located conditioned upon approval of the Public Works department, as shown on the site plan attached hereto as Exhibit "C," and (ii) construct Leasehold Improvements over the portion of the Leased Property where the storm water drainage system and retention area is currently. Lessee shall be responsible for all costs and expenses in connection with the construction of the relocated storm water drainage system and retention area and Lessee shall perform the work in accordance with all regulations and approval of the Public Works Department. Notwithstanding anything to the contrary that may be set forth elsewhere in this Lease, Lessor shall be responsible for all repairs and maintenance (and any costs or expenses in connection with such repair or maintenance) of the entire storm water drainage system and retention area that will be relocated onto the portion of Flagler Park adjacent to the Leased Property as shown on Exhibit "C."

9. **PERMITS, FEES, AND APPROVALS.** Lessor shall be responsible to obtain all necessary approvals and permits and pay all fees prior to making any improvements to the property.

10. **REPRESENTATIONS AND WARRANTIES.**

10.1. Lessee represents and warrants to the Lessor that each of the following statements is true and accurate as of the Effective Date, and agrees the Lessor may rely upon each of the following statements:

10.1.1. Lessee is a Florida limited liability company duly organized and validly existing under the laws of the State of Florida, has all requisite power and authority to carry on its business as now conducted, to own or hold its properties and to enter into and perform its obligations hereunder and under each document or instrument contemplated by this Agreement to which it is or will be a party, is qualified to do business in the State of Florida, and has consented to service of process upon a designated agent for service of process in the State of Florida. Lessee shall not later contest this Lease on the basis of a lack of authority or ultra vires act By Lessee.

10.1.2. This Lease and, to the extent such documents presently exist in a form accepted by the Lessor and Lessee, each document contemplated or required by this Lease to which Lessee is or will be a party have been duly authorized by all necessary action on the part of, and have been or will be duly executed and delivered by, Lessee, and neither the

execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein; or, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on Lessee.

10.1.3. This Lease and, to the extent such documents presently exist in form accepted by the Lessor and Lessee, each document contemplated or required by this Lease to which Lessee is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of Lessee enforceable against Lessee in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

10.1.4. There are no pending or, to the knowledge of Lessee, actions threatened in writing or proceedings before any court or administrative agency against Lessee which question the validity of this Lease or any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of Lessee.

10.1.5. To the best of Lessee's actual knowledge, Lessee has filed or caused to be filed all federal, state, local and foreign tax returns, if any, which were required to be filed by Lessee, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against Lessee.

10.1.6. The principal place of business and principal executive offices of Lessee is Hudson's on the River, LLC, c/o Michael J. Matakaetis, Jr.., Manager, 6860 SE South Marina Way, Stuart FL 34996, Stuart, Florida. Lessee shall have the affirmative duty to notify the Lessor, in writing, of any change of address for its principal offices.

10.1.7. The execution, delivery, consummation, and performance under this Lease will not violate or cause the Lessee to be in default of any provisions of its governing documents or rules and regulations or any other agreement to which Lessee is a party or constitute a default there under or cause acceleration of any obligation of the Lessee there under.

10.2. Lessor represents, and agrees that Lessee may rely upon, the following statements:

10.2.1. Entering into this Lease is a valid, binding and permissible activity within the power and authority of the Lessor and does not violate any City Code, Charter provision, rule, resolution, ordinance, policy or agreement of the Lessor or constitute a default by the Lessor of any agreement or contract to which it is a party.

10.2.2. All steps, acts and conditions required to be done as a condition precedent to the execution of this Lease have been done, and the Lessor has full authority to enter into this Lease. Lessor shall not later contest this Lease on the basis of lack of authority or ulta vire act by Lessor.

10.2.3. The parties understand and agree that this land lease is for the land as shown in exhibit "A". This land is within the boundaries of a City Park and is subject to all restrictions related to the park including any grant restrictions related to the acquisition of the park and boardwalks surrounding same. The Lessee agrees that any restrictions in the grant agreements shall supersede this lease.

10.2.4. The individuals executing this Lease and related documents on behalf of Lessee are duly authorized to take such action, which action shall be, and is, binding on Lessee and Lessor.

10.2.5. The Lessor shall provide forty (40) shared parking spaces on Flagler Avenue which shall remain open to the public and shall not be for the exclusive use of the Lessee but shall be credited to the Lessee for purposes of obtaining a permit, licensing or other wise operating the Lessee's business.

11. PROPERTY CONDITION.

11.1. The Leased Property is subject to certain public rights-of-way or easements for public access, utilities, or similar situations. The Lessee acknowledges that it has made a thorough and complete inspection of the Leased Property and accepts this Lease and the Leased Property and the Existing Improvements and is fully advised of its extent and condition, subject to Lessee's inspection rights during the Due Diligence Period in accordance with the terms hereof. The Lessee fully accepts the Leased Property in its present "as is, where as" physical state and condition subject to Lessee's inspection rights during the Due Diligence Period in accordance with terms hereof and all other terms and conditions of this Lease.

11.2. Lessor agrees to eliminate all of the following items, if any, as are identified in writing by Lessee prior to the Lease Commencement Date:

11.2.1. Reversionary interests;
11.2.2. Liens or other encumbrances; and

11.2.3. Any other matters that would prevent Lessee from using the Leased Property for its intended purpose in accordance with the terms of this lease.

11.3. Lessor covenants and agrees that any liens or encumbrances on the Leased Property identified by Lessee as to be unacceptable shall be settled, satisfied, or released by Lessor, at Lessor's sole cost and expense, prior to the Lease Commencement Date. Any covenants, liens or encumbrances existing prior to May 1, 2020 that were not deemed unacceptable in writing prior to the execution of this lease shall be deemed accepted.

12. **GENERAL OBLIGATIONS OF THE PARTIES.** The following constitute obligations and covenants of the parties, their successors and assigns:

12.1. Lessee shall keep and maintain all Leasehold Improvements and Existing Improvements (with the exception of any Existing Improvements or portions thereof that are being demolished) on the Leased Property in a safe and secure manner, and in compliance with all governmental laws and requirements. Lessee shall have the right, at its own cost, to contest by appropriate legal proceedings, diligently conducted, the validity or applicability of complying with such laws or requirements. Lessor, on written request, shall sign any appropriate papers, or join in any such contest or empower Lessee to act in the name of Lessor as may be necessary or proper to permit Lessee to contest such laws or requirements. Any city code violations which may occur on the Property, following the Lease Commencement Date, shall be the responsibility of the Lessee, only if caused by and allowed to continue by the Lessee.

12.2. In the event of a breach of any of the provisions of this Lease, resulting in an action before a judicial or non-judicial tribunal, the prevailing party shall be entitled to recover from the non-prevailing all costs, expenses, reasonable attorneys' fees which may be incurred or sustained by reason of such breach, including but not limited to, all reasonable attorney's fees incurred through all appeals.

12.3. Each party covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the other party in and to the Leased Property covered by this Lease, and that no person shall ever be entitled to any lien, directly or indirectly, derived through or under the other party, or its agents or servants, or on account of any act or omission of the other party, except for any lien reserved upon the Lessee's (or Lessee's successors and/or assigns) leasehold interests in the Leased Property by a Leasehold Mortgagee. All persons contracting with the Lessee, or furnishing materials or labor to the Lessee, or to its agents or servants, as well as all persons whomsoever, shall be bound by this provision of this Lease. The Lessee shall not be deemed to be the agent of the Lessor as to confer upon a laborer bestowing labor upon the Leased Property, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Leased Property, a lien upon the Lessor's estate under the provisions of Chapter 713, Florida Statutes, and subsequent revisions of that law. UNDER CHAPTER 713 OF THE FLORIDA STATUTES, THIRD PARTIES ARE HEREBY NOTIFIED THAT THEY MAY NOT IMPOSE A LIEN ON THE LESSOR'S INTEREST IN THE LEASED PROPERTY FOR LABOR, SERVICES OR MATERIALS FURNISHED TO, OR AT THE REQUEST OF LESSEE AND ANY SUCH LIENS ARE HEREBY PROHIBITED. If, notwithstanding said notice, any third party files a mechanic's lien purportedly against the Lessor's estate for or on account of labor, services or materials provided to or at the request of Lessee, Lessee shall dispose of the claim and ensuing litigation as Lessee deems appropriate at Lessee's expense, provided that if such party commences a foreclosure action with respect to such lien, Lessee shall transfer the lien to security as provided by Florida law or otherwise bond or cause the same to be discharged of record within thirty (30) days thereafter to prevent the foreclosure of Lessor's estate.

12.4. **Payment of All Taxes.** For all portions of the Leased Property that are not tax-exempt, from and after the Lease Commencement Date, Lessee agrees to pay when due all real property taxes and special assessments of whatsoever kind levied and assessed against the Leased Property, if any. From and after the Lease Commencement Date, the Lessee further agrees to pay when due all sales and use taxes, and any and all other taxes or assessments imposed upon and being the liability of the Lessee and arising out of this Lease, including any sales taxes due on rental payments.

12.4.1. The Lessee shall have the right to review or protest, or cause to be reviewed or protested, by legal proceedings, any such taxes, assessments, or other charges imposed upon or against the Leased Property or the improvements built and placed on the Leased Property, and in case any such real property taxes, assessments, or other charges shall, as a result of such proceedings or otherwise, be reduced, cancelled, set aside or to any extent discharged, the Lessee shall pay the amount that shall be finally assessed or imposed against the Leased Property or the improvements built and placed on them by the Lessee, which are finally determined to be due and payable on any such disputed or contested items. All expenses of such litigation, including court costs, shall be paid by Lessee free of all expenses to Lessor. The term "legal proceeding", as used above, shall be construed as including appropriate appeals from any administrative actions, judgments, decrees or orders and certiorari proceedings and appeals from orders entered in them. If required by law, Lessor agrees to join in any such legal proceeding or empower Lessee to act in the name of Lessor.

Lessor will cooperate with Lessee in any filing or appeal to the Martin County Property Appraiser pertaining to the Lessee's use of the Leased Property for purposes of determining ad valorem real property taxes.

12.5. The Lessee agrees, at its expense, to keep and maintain the Leased Property, the improvements, furnishings, fixtures and personal property located thereon in a good state of repair and condition, normal wear and tear or damage by the elements excepted.

12.6. After completion of construction of the Leasehold Improvements shown on the exhibits to this lease, Lessee may not, without the prior written consent of Lessor, which consent will not be unreasonably delayed, withheld, or conditioned, make any Major Alteration to all or any part of the Leasehold Improvements located on the Leased Property owned and controlled by Lessee or Lessee's successors or assigns.

12.7. The Lessee at its expense agrees to deliver the Leased Property to the Lessor upon the termination of this Lease in a good state of repair and condition at the time of surrender, wear and tear and events of casualty excepted, subject to the terms and conditions of this Lease.

12.8. Lessor covenants, warrants and agrees that Lessee, and Lessee's successors and assigns, shall be entitled to peacefully enjoy, to occupy, and to possess the Leased Property throughout the Lease Term without interference, hindrance or molestation.

13. **CONDEMNATION.**

13.1. Lessor represents and warrants to Lessee that Lessor has not received any notice, nor is it aware of any pending action to take by condemnation all or any portion of the Property. In the event of a taking of all of the Leased Property or so much of it so as to render the Leased Property unfit for purposes intended by this Lease as determined by Lessee in its reasonable discretion, for any public or quasi-public purpose, under any statute or by right of eminent domain, the Lessee's liability to perform the terms and conditions of this Lease shall cease, but the Lessee shall be entitled to any claim against the condemnor to which the Lessee may be entitled. Lessor shall refund to Lessee any Rent or other sums paid by Lessee for the period after the termination date of this Lease. In the event that Lessee is not a party to such condemnation, Lessee shall receive any portion of an award or compensation to the Lessor which is attributable to the fair market value of Lessee's Leasehold Interest, less the value of the reversionary interest in the Leasehold Improvements, as determined by any court or courts of competent jurisdiction. Notwithstanding anything set forth herein to the contrary, to the full extent under applicable law, Lessor hereby waives any and all rights to take any portion of the Leased Property by eminent domain or condemnation proceeding. Lessor shall have no interest in any such award, compensation or payment, or any portion thereof, made in respect of the Leasehold Interest or the Leasehold Improvements, all of which shall belong to and be paid to Lessee.

13.2. In the event of a partial taking by condemnation or eminent domain so that the part not so taken shall be feasible for the continued operation of restaurant operated by Lessee on the Leased Property for the purposes intended by the Lessee as determined by Lessee in its reasonable discretion, then this Lease shall continue in full force and effect, and Lessee shall receive that portion of the award or compensation allocable to its Leasehold Interest and all awards for any improvements located on the Property. Lessee shall use the proceeds received by the Lessee pursuant to this Article 16 for purposes of restoring those portions of the improvements upon the remainder of the Leased Property and impacted by the condemnation to as near their former condition as circumstances will permit, but only to the extent that Lessee receives proceeds sufficient to cover said restoration and in no event shall Lessee be required to pay any amounts in connection with said restoration.

13.3. In determining whether repair or restoration is feasible, the Lessee shall consider, among other factors: (i) the cost of repairing or restoring the improvements affected by the condemnation; (ii) the amount of damage or destruction involved and the condemnation proceeds available to pay for the repair or restoration of the improvements affected by the loss; (iii) the effects of the loss on the Lessee's ability to operate the restaurant located on the Leased Property in a commercially reasonable manner, and whether it is commercially reasonable to attempt to repair or restore; (iv) Lessee's ability to obtain all necessary Permits and other governmental approvals required to repair or restore, and operate the Project in compliance with all applicable City codes and ordinances and all other applicable governmental laws and to a reasonably commercial standard or condition; and (v) the length of time remaining in the Lease Term at the time of the condemnation.

14. **DEFAULTS AND REMEDIES.**

14.1. **Lessee's Defaults.** Each of following events shall be events of default by Lessee under this Lease ("Event of Lessee's Default"):

14.1.1. **Failure to Commence.** Should Lessee fail to commence construction of the Leasehold Improvements as shown on the conceptual site plan attached hereto as Exhibit "B" and complete said improvements by January 1, 2021, the City shall have the right to terminate this Lease and the Leasehold Interest shall terminate. Upon such termination, Lessee shall surrender the Leased Property to the Lessor in good condition and repair normal wear and tear excepted. Upon such surrender, neither party shall have any further right or obligation under this Lease.

14.1.2. **Time and Performance are the Essence of the Lease.** Lessor and Lessee each covenant and agree promptly to perform, comply with and abide by this Lease, and each agree that time of payment and of performance of material obligations are of the very nature and essence of this Lease.

15. **OWNERSHIP AT TERMINATION OR EXPIRATION.**

15.1. Subject to the provisions herein, any improvements and fixtures located on the Leased Property at termination of the Lease shall become the sole property of the Lessor.

15.2. Any trade fixtures or personal property installed, attached to or located on the Leased Property by Lessee or any of Lessee's subtenants, whether or not attached to the freehold, shall be and remain such Lessee's or subtenant's property and may be removed by the Lessee or subtenant prior to the termination of the Lease, provided that the Lessee or subtenant shall repair, restore and save the Lessor harmless from all damage to any of the Leased Property including improvements located thereon and owned or controlled by the Lessee or subtenant, caused by such removal. While this Lease is in effect, nothing herein is intended to prevent the Lessee or a subtenant from being entitled to depreciation on the improvements and fixtures that are now or shall subsequently be erected upon the Leased Property. All personal property not removed by the Lessee within thirty (30) days of the Termination of the Lease, shall become the sole property of the Lessor.

16. **LIABILITY INSURANCE.**

16.1. Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to Lessor. **The coverages required herein shall be written on occurrence-type basis and the Lessor shall be listed as an additional insured**.

16.2. Unless otherwise agreed in writing by the Lessor's Authorized Representative, the amount, form, and type of insurance shall conform to the following minimum requirements:

16.2.1. Lessee shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations required by law. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least $100,000 each person - accident, $100,000 each person - disease, $500,000 aggregate - disease.

16.2.2. Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability Form filed by the Insurance Services Office. Lessor shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of $1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

16.2.3. Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, and independent contractors. Fire Legal Liability insurance must be endorsed on this policy with limits no less than $100,000 per occurrence.

16.2.4. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

16.3. Lessee shall require Contractors during construction of the Leasehold Improvements to provide or cause to be provided, pay for and keep in full force and affect, the types and amounts of insurance customarily carried by contractors and subcontractors on jobs comparable to this Project, including but not limited to Workers' Compensation, vehicle and general liability insurance.

16.4. Required insurance shall be documented by certificates of insurance that provide that Lessor shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The name of this Lease must be listed on the certificate. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by Lessor, an ACORD 25. Lessee shall replace any cancelled, adversely changed, restricted or non-renewed policies with new policies acceptable to Lessor and shall file with Lessor Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the Lessor the Lessee shall, upon instructions of Lessor, cease all operations under the Lease until directed by Lessor, in writing, to resume operations. The "Certificate Holder" address should read: City of Stuart, 121 SW Flagler Avenue, Stuart, FL 34994.

16.5. Lessee's required coverages shall be considered primary and all other insurance shall be considered as excess, over and above the Lessee's coverage.

16.6. Notwithstanding anything in this Lease to the contrary, Lessor waives any rights of action for negligence against Lessee, which may arise during the Lease Term for damage to the Property or to the personal property therein, resulting from any fire or other casualty of the kind which is covered by All Risk property insurance policies carried by Lessee.

16.7. For separate consideration, the sufficiency and amount of which is agreed by both parties, the Lessee shall indemnify, defend and save harmless the Lessor from and against any and all claims, suits, actions, damages and causes of action arising during the term of this Lease, for any personal injury, bodily injury, loss of life or damage to property sustained on the Leased Property, or to or about the Leasehold Improvements placed on the Leased Property, or their appurtenances, or upon adjacent sidewalks or streets excepting therefrom public streets maintained by Lessor, and from and against all costs, counsel fees, expenses, liabilities, judgments and decrees incurred in or arising out of any such claim, the investigation of them, or the defense of any action or proceeding brought on them, and from and against any orders, judgments and decrees which may be entered in them. Lessee shall also specifically defend any action or proceeding brought against Lessor as the result of any such claim for bodily injury, loss of life or damage to property, at no cost or expense to Lessor. If Lessee has supplied Lessor with evidence of insurance covering any of the aforementioned risks, no claim shall be made against Lessee unless and until the insurer shall fail or refuse to defend or pay all or any part thereof.

16.8. Notwithstanding that each party to this Lease shall carry liability insurance, and shall even name each other as additional insureds, the Lessor hereunder shall only be liable for claims, torts, actions, damages, suits, and causes of action derived from its own actions or inactions and for those of its officials, employees and agents. It is the intent of this Lease that the City of Stuart, as Lessor, shall be responsible only for its own tort liability, and not that of the Lessee, and the Lessee specifically acknowledges the limitations of liability afforded to the Lessor by the provisions of Section 768.28, Florida Statutes, which are fully claimed by the Lessor. The Lessee shall not be deemed to be in default under the provision of this Article 21 if all or a portion of insurance required under this paragraph is not commercially available.

16.9. Lessor and Lessee hereby waive, or agree to cause their respective insurers to waive subrogation or consent to a waiver of right of recovery, or to agree that the insurance is not invalidated if the insured has waived, or has waived before the casualty, the right to recover against the other party.

17. CASUALTY AND CASUALTY INSURANCE.

17.1. Lessee shall determine the amount and type of property and casualty insurance required herein. However, at a minimum, the Lessee shall provide an All Risk Policy in the amount of at least eighty (80%) percent of the replacement value of the Leasehold Improvements. The Lessor shall be named as a beneficiary of any such policy "as its interest may appear." It shall be the Lessee's sole obligation to insure the Leasehold Improvements, and the Lessor shall have the right, following written notice to Lessee, but not the obligation

to provide such insurance, if the Lessee fails to do so. The cost of such insurance shall become additional Rent to the extent unpaid by Lessee. Notwithstanding this provision, the Lessee shall obtain all other coverages required herein.

17.2. If a casualty loss affecting all or that part of the improvements located on the Leased Property should occur for all or that part of the Leasehold Improvements, the Lessee shall promptly notify the Lessor about the loss ("Notice of Loss"). The Notice of Loss shall include the date on which the loss occurred and the determination of the Lessee, in its reasonable opinion, as to whether the repair or restoration of the improvements affected by the loss is feasible. If repair or restoration is feasible as determined by Lessee, the proposed construction schedule and budget for implementing such repair or restoration shall be sent to Lessor within ninety (90) days after delivery of the Notice of Loss, subject to Unavoidable Delay. The Lessee recognizes and agrees that this Lease is a "non-subordinated land lease" and that Lessee is solely responsible for repairs to any and all Leasehold Improvements on the land. Such repairs shall be pursued in a timely and workmanlike manner, and without delay.

17.3. If the Lessee determines in its reasonable opinion that repair or restoration is feasible, the casualty insurance proceeds ("Proceeds") if any, shall be used, collected and disbursed to pay for the repair or restoration in accordance with the proposed construction schedule and budget for implementing such repair or restoration. If any Proceeds remain after paying for the repair or restoration, they shall be disbursed to the Lessee.

17.4. If the Lessee determines in its reasonable opinion that repair and restoration is not feasible, Lessee will not be obligated to make such repair or restoration. In that event, the Proceeds shall be used to clear that portion of damaged or destroyed improvements affected by the loss, and the cleared lands shall be surrendered to the Lessor. Upon such surrender, this Lease shall terminate as to that surrendered portion. If Proceeds remain after paying for the cost of clearing that portion of the damaged or destroyed improvements affected by the loss, the Proceeds shall be then used to pay any additional costs incurred by the Project as a result of such loss and severance. Thereafter, any remaining Proceeds shall be disbursed to the Lessee.

17.5. Subject to Lessee's determination that repair or restoration of the Leasehold Improvements is feasible in accordance with 17.4 above, Lessee is required to rebuild if the Leasehold Improvements are destroyed in whole or in part by fire, flood, or windstorm damage, or other casualty, or any combination thereof, whether insured or noninsured, or whether totally destroyed or partially damaged. Monthly rent payments to the City during such occurrence shall be forgiven during a period of disruption after the date of such casualty, and only if the Lessee is not collecting Rents from the sub-tenants. This Lease shall not be terminated during such period provided Lessee is using good faith efforts to cause the Leasehold Improvements to be reconstructed in an expeditious manner provided, however, Lessee shall not be penalized for its inability to obtain permits or building materials or skilled labor due to the consequences of the event that caused the casualty (for instance, a hurricane). Restitution of the Leasehold Improvements is the prime objective of the Lessor, subject however, to the terms of 17.4 above.

17.6. **SUCCESSORS IN INTEREST.**

17.6.1. The covenants and agreements contained in this Lease shall be binding on and inure to the benefit of the respective permitted successors and assigns of the parties whether by merger or otherwise.

18. **NOTICES.**

18.1. All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served as follows:

18.1.1. All notices, demands, requests for approvals or other communications given by either party to another shall be in writing signed by the party or its counsel identified below, and shall be sent by (a) registered or certified mail, postage prepaid, return receipt requested, (b) courier service, , or (c) hand delivery to the office for each party indicated below and addressed as follows:

To Lessee:

Hudson's on the River, LLC
Michael J. Matakaetis, Jr., Manager
6860 SE South Marina Way
Stuart FL 34996

Copy to:

Steven G. Vitale, Esq.
211 S. Colorado Ave.
Suite 2
Stuart FL 34994

To the Lessor:

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

Copy to:

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

18.2. Any such notice shall be considered delivered: (a) on the date of hand delivery, (b) on the first business day after the date of deposit with an overnight courier, (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as non-deliverable, as the case may be, if mailed by certified mail. Refusal by any person to accept delivery of any notice delivered to the office at the address indicated above (or as later changed), shall be deemed to have been an effective delivery as provided in this Section 18. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other party, and such notices shall be effective upon receipt. Until a written notice of change of address is received as to any particular party hereto, all other parties may rely upon the last address given.

19. **SEVERABILITY.**

19.1. If any paragraph, subparagraph, sentence, clause, provision, or part of this Lease shall be held invalid for any reason, the remainder of this Lease shall not be affected.

20. **LEASEHOLD MORTGAGES.**

20.1. No mortgage may be placed on the underlying fee simple interest of the City or on the Leasehold Improvements.

21. **ASSIGNMENT.**

21.1. The Lessee may assign this Lease to any person or entity, subject to consent by the Lessor which shall not be unreasonably withheld or delayed. The Lessor shall respond within forty (40) calendar days of the receipt of all necessary information (including information about the financial and experience ability of the assignee to perform under this Lease), for an assignment by the Lessee. Such consent must be obtained formally by affirmative action of the Lessor's City Commission prior to any assignee taking control or occupancy of the Property or any portion thereof.

21.2. Lessor's criteria to approve an Assignment of this Lease shall be the following:

21.2.1. The City Commission, in its reasonable discretion, must be satisfied that the assignee intends to use the Leased Property in a manner that is consistent with uses allowed by this Lease.

21.2.2. The City Commission must be satisfied in its reasonable discretion that the assignee possesses the financial capacity, a good reputation, and sound managerial ability to operate the Project successfully on the Leased Property.

21.2.3. **COMPLETE AGREEMENT.**

21.2.3.1. The parties mutually represent and warrant to each other that this Lease constitutes the final and complete agreement of the parties on its subject matter and

may not be changed, modified, discharged or extended except by written instrument duly executed by the parties. The parties agree that no previous representations or warranties shall be binding upon either party nor has the execution of this Lease been induced on the part of any party except as expressed in writing in this Lease.

22. NON-DISCRIMINATION. Lessee shall not discriminate against contractors, sublessees or users of the Existing Improvements or Leasehold Improvements with regard to race, creed, color, handicap, familial status, disability, marital status, religion, national origin or content of speech. Lessee accepts sole responsibility for ensuring such non-discriminatory access to the Leased Property.

23. SUBROGATION. The Lessor shall have the option, after sixty (60) calendar days' prior written notice to Lessee and without waiving or impairing any of Lessor's rights, to pay any sum or perform any act required of the Lessee not timely performed by Lessee under this Lease, which remains outstanding after all notice and cure rights, and the amount of any such payment and the value of any such performance, together with interest on them, shall be secured by this Lease, and shall be promptly due and payable to the Lessor as Additional Rent.

24. **CONFORMITY TO LAW.** Lessee acknowledges that the Leased Property and the Existing Improvements, and Leasehold Improvements to be constructed thereon are subject to all applicable laws, and to provisions and restrictions governing land use and zoning, site and structure design, compliance with building, environmental and occupational codes as determined by the applicable governing entity or instrumentality having jurisdiction.

25. **LICENSES AND PERMITS.** Lessee shall, at its own expense, obtain all necessary permits, and pay all licenses, fees, and taxes required to comply with all applicable laws relative to development and operation to be conducted on the Leased Property in accordance with this Lease. Upon Lessor's written request, at reasonable intervals, Lessee agrees to provide Lessor with a copy of such permits and payments related to the Leased Property.

26. RADON GAS. Section 404.056, Florida Statutes requires that the following notification be given for real estate transactions of this type:

26.1. **RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.**

27. **RESTRAINTS UPON USE.** Lessee understands and agrees that its use of the Leased Property is expressly subject to all applicable zoning and building restrictions in the City Codes, and the terms of this Lease. The Lessee shall comply in all particulars with all pertinent rules, regulations, laws and ordinances duly and legally promulgated by any governmental authority.

28. NO MERGER There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Leased Property or any part thereof by reason of the fact that the same

person may acquire or hold, directly or indirectly, this Lease or the leasehold estate hereby created or any interest in this Lease or in such leasehold estate as well as the fee estate in the Leased Property or any interest in such fee estate.

29. SUBORDINATION. Lessor in no way subordinates its interest in the property or structures thereon. The Lessee is prohibited from allowing any liens to be recorded against this parcel. Further, the parties are on notice that this property is owned by a Florida Municipality and the Lessee shall not have authority to obligate the real property in any way or form.

30. RELATIONSHIP OF THE PARTIES / NO JOINT VENTURE. The parties hereby agree that it is their intention to create only the relationship of Lessor and Lessee, and neither this Lease, nor any term, provision, payment or right hereunder shall in any way or for any purpose, constitute or cause Lessor to become or be deemed a partner of Lessee in the conduct of its business, or otherwise, or to cause Lessor to become or be deemed a joint adventurer or a member of a joint enterprise with Lessee, nor shall this Lease, or any term or payment required herein, confer or be deemed to confer any interest upon Lessor in the conduct of Lessee's business.

31. EXCULPATION. Notwithstanding anything to the contrary provided in this Lease, no officer, director, trustee, employee, agent, advisor or affiliate of Lessor, nor any holder of a superior interest in the Property, whether direct or indirect, shall have any personal liability with respect to any of the provisions of this Lease and, if Lessor is in breach or default with respect to its obligations or otherwise.

31.1. Notwithstanding anything to the contrary provided in this Lease, no officer, director, trustee, employee, agent, advisor or affiliate of Lessee, nor any holder of a superior interest in the Property, whether direct or indirect, shall have any personal liability with respect to any of the provisions of this Lease and, if Lessee is in breach or default with respect to its obligations or otherwise.

32. **LEASE FOR BENEFIT OF PARTIES HERETO.** Nothing in this Lease, whether express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the Lessor, Lessee or their officers, directors or incorporators, any right, remedy or claim under or by reason of this Lease or any covenant, condition or stipulation thereof; and the covenants, stipulations or agreements contained in this Lease are and shall be for the sole and exclusive benefit of the aforementioned parties, and their permitted successors and assigns.
33. **QUIET ENJOYMENT.** Lessor agrees that Lessee, upon paying the Rent and all impositions and other charges herein provided for and performing all the covenants and conditions of this Lease, shall (subject to Lessor's rights specified in this Lease) lawfully and quietly occupy the Premises during the term of this Lease as against Lessor or any persons claiming under or through Lessor.

34. **UNDERSTANDINGS AND AGREEMENTS.** All understandings and agreements between the parties are merged into this Lease, which fully and completely expresses the parties' agreement, and the same is entered into after full investigation; neither party is relying on any statement or representation made by the other not embodied in this Lease.

35. **COVENANTS RUN WITH THE LAND.** All provisions of this Lease and all exhibits attached hereto, and any amendments thereof, shall be construed as covenants running with the Land, and of every part thereof and interest therein.

36. **CAPTIONS.** The captions used in this Lease and upon the exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Lease or exhibits hereto.

37. **GOVERNING LAW AND VENUE.** This Lease shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida, without regard to principles of conflicts of law. Venue of all proceedings in connection herewith shall be in Martin County, Florida, and each party hereto hereby waives whatever their respective rights may have been in the selection of venue.

38. **AUTHORITY OF LESSEE AND LESSOR.**

38.1. Lessee is a limited liability company, and each individual executing this Lease on behalf of the company is duly authorized to execute and deliver this Lease on behalf of the company in accordance with a duly adopted resolution of the Managing Member(s) of the company, and that this Lease shall as of the Effective Date be binding upon the company in accordance with its terms. Lessee shall, within ten (10) days after the execution of this Lease, deliver to Lessor a certified copy of a resolution of the Managing Member(s) of the company authorizing or ratifying the execution of this Lease.

38.2. Lessor is a municipal corporation, and each individual executing this Lease on behalf of the Lessor is duly authorized to execute and deliver this Lease on behalf of the Lessor in accordance with a duly adopted resolution of the Stuart City Commission, and that this Lease shall as of the Effective Date be binding upon the Lessor in accordance with its terms. Lessor shall, within ten (10) days after the execution of this Lease, deliver to Lessee a certified copy of a resolution of the City Commission authorizing or ratifying the execution of this Lease.

39. **SUCCESSORS AND ASSIGNS.** Except as otherwise provided in this Lease, the conditions, covenants and agreements contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

40. **INDEPENDENT COUNSEL AND CONSTRUCTION.** Lessor and Lessee each acknowledge and warrant that each has been represented or has had an opportunity to be represented by independent counsel, and has executed this Lease after being fully advised as to its legal effect and significance. This Lease is the result of negotiations between the parties and their respective attorneys, and shall be construed in an even and fair manner, regardless of the party who drafted this Lease or any provision thereof.

[ALL SIGNATURES ON THE FOLLOWING TWO (2) PAGES]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on this day of April, 2020.

Executed and delivered
in the presence of:

LESSOR:
CITY OF STUART, FLORIDA
A Florida Municipal Corporation

_____
Print Name:

_____
Michael J. Meier
Mayor

_____
Print Name:

ATTEST:

_____
MARY KINDEL
City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
City Attorney

Executed and delivered
in the presence of:

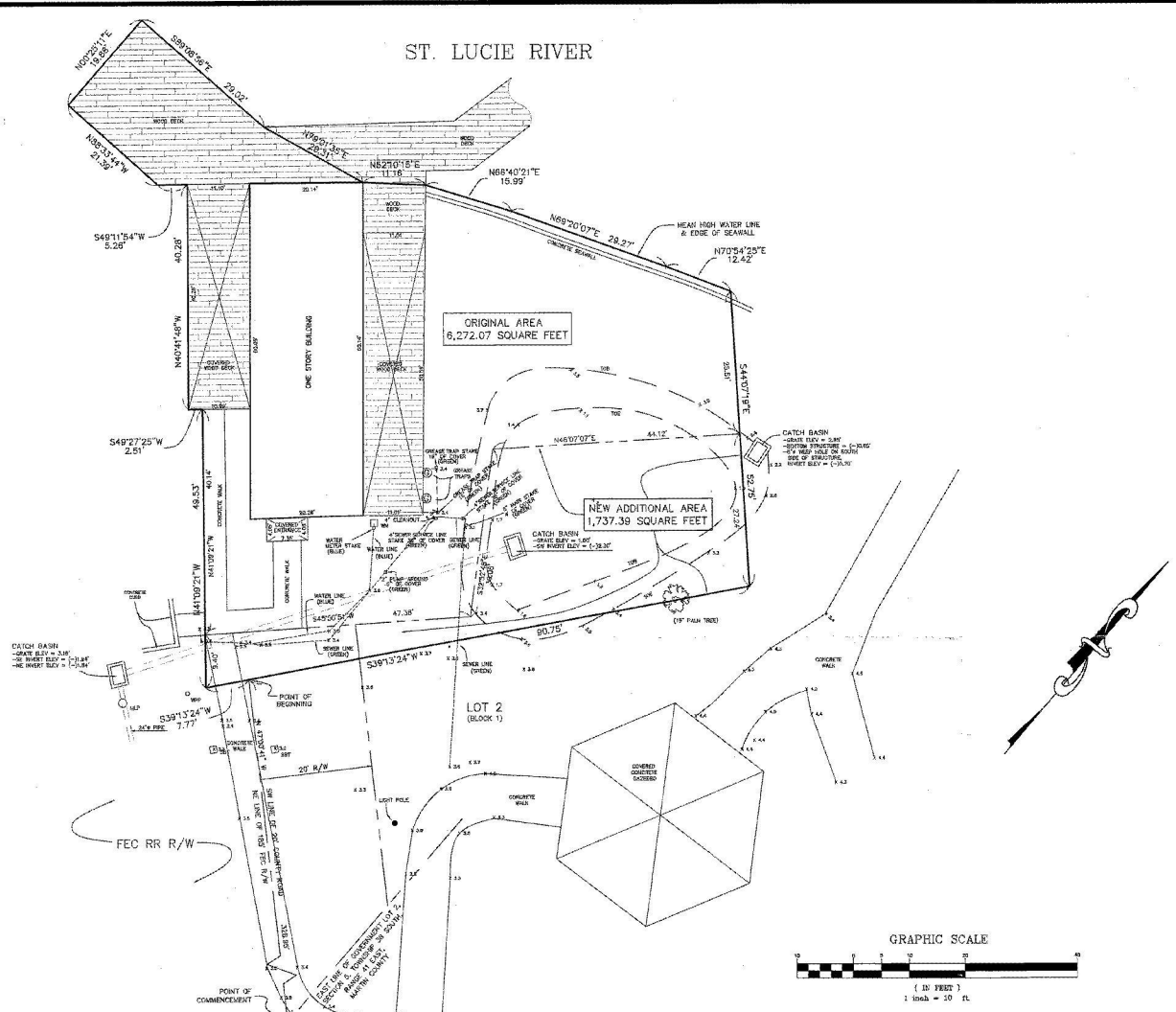
LESSEE:
HUDSONS ON THE RIVER, LLC,
A Florida Limited Liability Company,

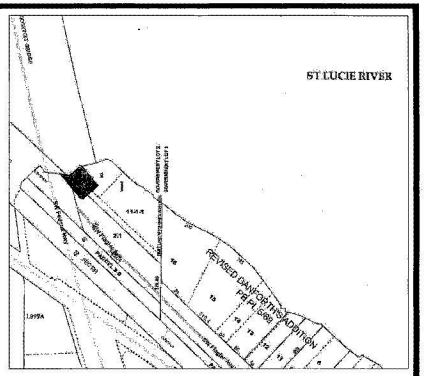
_____
Print Name:

_____
Manager,

_____
Print Name:

Exhibit A





LOCATION MAP

LEGAL DESCRIPTION

1. PROPERTY ADDRESS: 351 SW FLAGLER AVE
2. CERTIFIED TO:
   --PELICAN CAFE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

STEPHEN J. BROWN, INC

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4949, STATE OF FLORIDA

Date of field survey:
01/30/2020
12/17/2018
08/25/2011

NOTES:

1. *Survey of description as furnished by Client.*
2. *Lands shown hereon were not abstracted for easements and/or rights-of-way of record.*
3. *All bearings are referenced to the Westerly line of subject property, described as N40°32'35"W, all others relative thereto.*
4. *Elevations shown hereon are relative to North American Vertical Datum of 1988, and are based on benchmark HS-1, ELEV. 2.48'.*
5. *There are no above ground encroachments, unless otherwise shown.*
6. *The National Flood Insurance Program designation as indicated on the F.E.M.A. Map No. 12085C0134G, dated 03/16/2015, locates the parcel in Zone AE, base flood elevation 7 feet; subject to any scaling and interpolation factors associated with mapping of this accuracy. This data is an interpretation by the surveyor and is provided as a courtesy. The flood zone(s) should be verified by a determination agency.*
7. *Underground foundations & utilities not located unless shown.*

REVISIONS	BY
SURVEY UPDATE 12/17/2018	SJB
ADDED INVERTS 01/08/2019	SJB
ADDITIONAL TOPOGRAPHY & LOCATIONS 01/30/2019	SJB
REVISED SURVEY 04/01/2019	SJB
REVISED SURVEY 01/30/2020	SJB
FILE:	

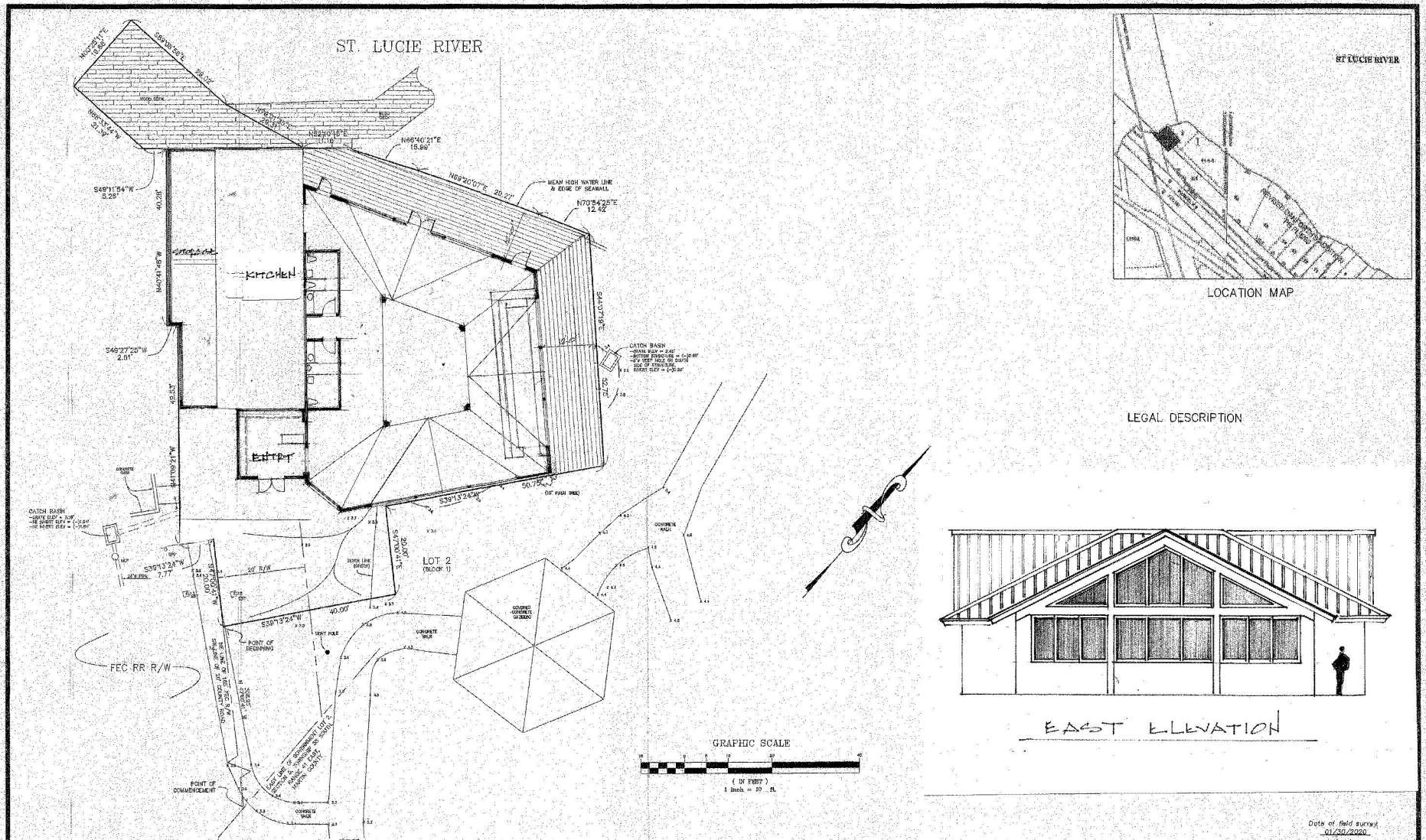
PREPARED FOR: PELICAN CAFE

STEPHEN J. BROWN, INC
LICENSED BUSINESS NUMBER-6484
SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS
619 EAST 5TH STREET, STUART, FLORIDA 34994 EMAIL sjbinc@bellsouth.net PHONE: (772)-286-7176

BOUNDARY SURVEY

DRAWN	S.J.B.
CHECKED	S.J.B.
DATE	08/30/2011
SCALE	1" = 10'
JOB NO.	443-24-01
SHEET	ONE
	ONE

Exhibit B



LOCATION MAP

LEGAL DESCRIPTION

EAST ELEVATION

1. PROPERTY ADDRESS: 351 SW FLAGLER AVE
2. CERTIFIED TO:
   -PELICAN CAFE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

STEPHEN J. BROWN, INC

STEPHEN J. BROWN, PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4040, STATE OF FLORIDA

Date of field survey:
01/30/2020
12/07/2018
08/25/2011

NOTES:

1. Survey of description as furnished by Client.
2. Lands shown hereon were not abstracted for easements and/or rights-of-way of record.
3. All bearings are referenced to the Westerly line of subject property, described as N42°23'35"W, all others relative thereto.
4. Elevations shown hereon are relative to North American Vertical Datum of 1988, and are based on benchmark NS-1, ELEV. 2.48'.
5. There are no above ground encroachments, unless otherwise shown.
6. The National Flood Insurance Program designation as indicated on the F.E.M.A. Map No. 12085C0134G, dated 03/19/2019, locates the parcel in Zone AE, base flood elevation 7 feet; subject to any scaling and interpolation factors associated with mapping of this accuracy. This data is an interpretation by the surveyor and is provided as a courtesy. The flood zone(s) should be verified by a determination agency.
7. Underground foundations & utilities not located unless shown.

REVISIONS	BY
SURVEY UPDATE 12/17/2018	SJB
ADDED INVERTS 01/08/2019	SJB
ADDITIONAL TOPOGRAPHY & LOCATIONS 05/20/2019	SJB
REVISED SURVEY 02/19/2016	SJB
REVISED SURVEY 03/24/2020	SJB
FILE	

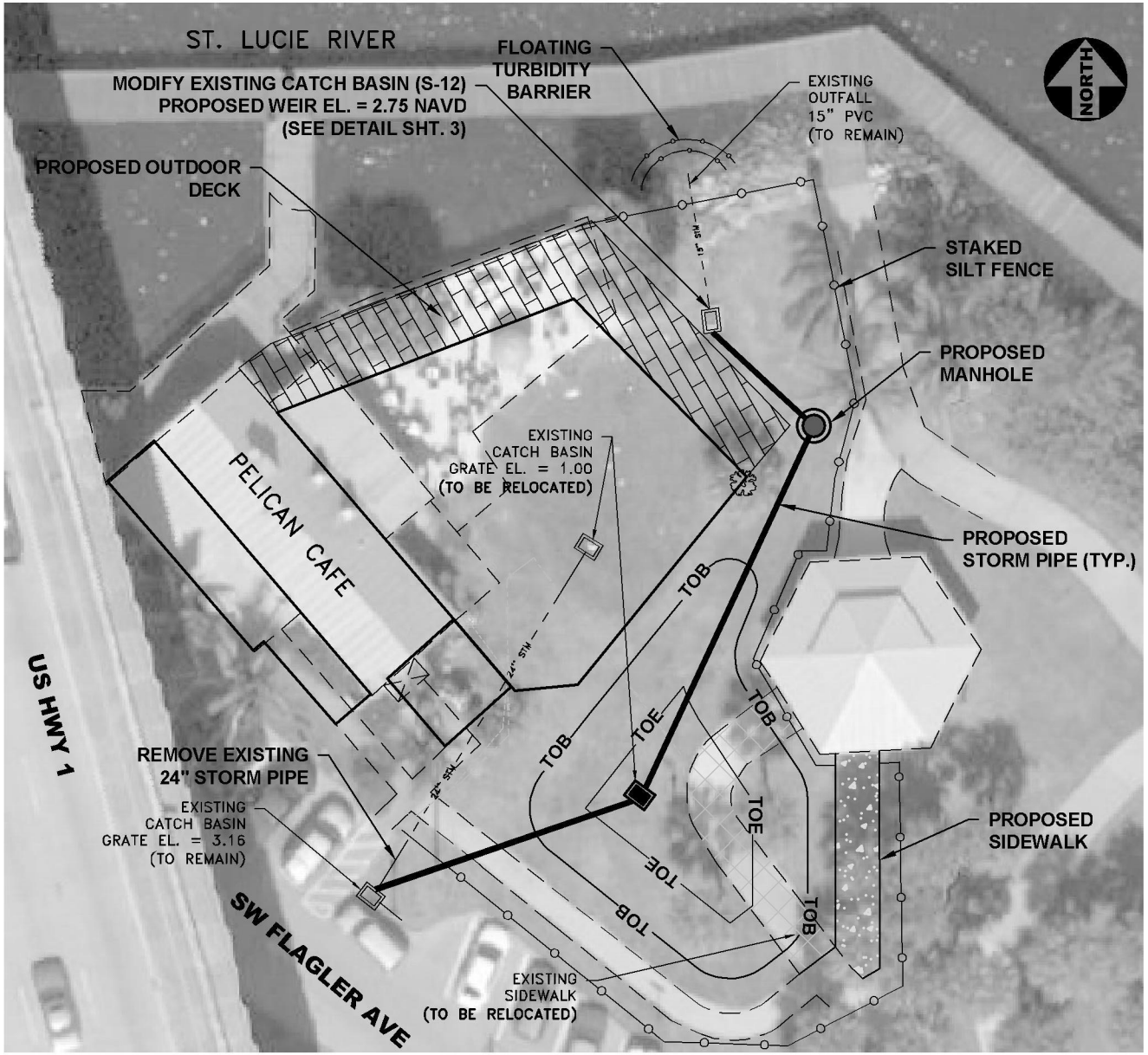
PREPARED FOR: PELICAN CAFE

STEPHEN J. BROWN, INC
SURVEYORS • DESIGNERS • LANDPLANNERS • CONSULTANTS
LICENSED BUSINESS NUMBER:6416
619 EAST OSY STREET, STUART, FLORIDA 34994 EMAIL: sjbinc@bellsouth.net PHONE (772)-283-7176

BOUNDARY SURVEY

DRAWN	S.J.B.
CHECKED	S.J.B.
DATE	08/30/2011
SCALE	1" = 10'
JOB NO.	44-24-01
SHEET	ONE
SHEET	ONE

Exhibit C



LEGEND

- EXISTING BUILDING
- EXISTING SIDEWALK
- EXISTING STORM
- EXISTING TOB
- EXISTING TOE
- PROPOSED BUILDING
- PROPOSED TOB (EL 3.50)
- PROPOSED TOE (EL 1.00)

CAPTEC Engineering, Inc.
Civil Engineering Professionals

- Joseph W. Capra
301 N.W. Flagler Ave
Stuart, Florida 34994
P.E. No. 37638
Phone: (772) 692-4344
Fax: (772) 692-4341

Engineering Business No. EB-0007657

DATE:	04/20/20
DRAWN BY:	TJS
DESIGNED BY:	TJS
CHECKED BY:	JWC
PROJECT No.:	1864.1
HORZ. SCALE:	1"=30'
VERT. SCALE:	N/A
CADD FILE:	1864-Drainage

PELICAN CAFE
RESTAURANT EXPANSION
STUART, FL

PROPOSED SITE PLAN

SCALE VERIFICATION

0 0.5

SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING, ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/27/2020 **Prepared by:** David Dyess, City Manager

Title of Item:

CHARTER REVIEW BOARD FINAL REPORT (RC):

RESOLUTION No. 52-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ACCEPTING THE FINAL REPORT OF THE CHARTER REVIEW BOARD AND DIRECT STAFF ON FINAL CHARTER AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Below are the items recommended by the Charter Review Board to add or change in the City of Stuart Charter. The Commission should discuss each item and direct staff to bring back the exact ballot language for each of the items approved.

Charter Change Recommendations:

- **Change A:** The Board had multiple discussions regarding Commissioner pay. The Charter Board settled on the following concept; Outside a general wage increase or cost of living increase afforded to all City Employees, the Commission must wait until their next election cycle to receive any pay increase. Currently commission pay is addressed in Section 2 of code and not in the charter.

- **Change B:** Sec. 7.03 Qualification for Office. The board feels the following changes should be added to the qualifications for office of City Commissioner. The Term of each group shall be four years with a maximum of eight consecutive years regardless of which group. The Charter Board recommends this be one referendum question and not two individual questions.

- **Change C:** Sec. 7.03 Qualification for Office. The board feels the following changes should be added to the qualifications for office of City Commissioner. If a City Commissioner opens a treasury account for the purposes of accepting donations to run for an office other than their current seat or any Commissioner who registers to run for a different office, shall no longer be qualified to serve. Either, shall be deemed as a resignation by the Commissioner effective immediately.

The Charter Review Board made other recommendations listed in the final report that they believe should be addressed, however not within the charter. Staff will follow up with those items in the near future.

Funding Source:

N/A

Recommended Action:

Motion to approve resolution 52-2020, bringing back referendum language for Change A,B and C.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Res 52-2020 Charter Review Changes	4/17/2020	Resolution add to Y drive
🗋	Charter Review Board Final Changes	4/17/2020	Backup Material

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 52-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ACCEPTING THE FINAL REPORT OF THE CHARTER REVIEW BOARD AND DIRECT STAFF ON FINAL CHARTER AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, pursuant to the City Charter Section 10.02, there shall be designated by the commission, a charter advisory board to consist of residents of the City every ten years; and

WHEREAS, the City of Stuart city commission did adopt resolution 114-2019 creating the charter review board on December 9, 2020; and

WHEREAS, the City of Stuart Charter Review Board did meet six times to review and discuss the charter; and

WHEREAS, the City of Stuart Charter Review Board did make charter change recommendations and complete a final report for the City Commission.

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

SECTION 1: The City Commission accepts the final report provided by the Charter Review Board.

SECTION 2: The City Commission of the City of Stuart, Florida shall evaluate each proposed charter change recommended by the Charter Review Board and direct staff to bring back referendum language for any charter change the commission approves.

Charter Change Recommendations:

- **Change A:** The Board had multiple discussions regarding Commissioner pay. The Charter Board settled on the following concept; Outside a general wage increase or cost of living increase afforded to all City Employees, the Commission must wait until their next election cycle to receive any pay increase. Currently commission pay is addressed in Section 2 of code and not in the charter.

- **Change B:** Sec. 7.03 Qualification for Office. The board feels the following changes should be added to the qualifications for office of City Commissioner. The Term of each group shall be four years with a maximum of eight consecutive years regardless of which group. The Charter Board recommends this be one referendum question and not two individual questions.
- **Change C:** Sec. 7.03 Qualification for Office. The board feels the following changes should be added to the qualifications for office of City Commissioner. If a City Commissioner opens a treasury account for the purposes of accepting donations to run for an office other than their current seat or any Commissioner who registers to run for a different office, shall no longer be qualified to serve. Either, shall be deemed as a resignation by the Commissioner effective immediately.

SECTION 3: The Charter Review Board made other recommendations listed in the final report that they believe should be addressed, however not within the charter.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
KELLI GLASS LEIGHTON, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

ADOPTED this 27th day of April, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

CITY OF STUART
STUART CHARTER ADVISORY BOARD

MEMORANDUM

TO: MAYOR AND CITY COMMISSIONERS

SUBJECT: **2020 CHARTER ADVISORY BOARD FINAL REPORT**

CC: DAVID DYESS, CITY MANAGER
MICHAEL MORTELL, CITY ATTORNEY

DATE: MONDAY, APRIL 8, 2020

****

On January 29, 2020 the first meeting of the Charter Advisory Board (CAB) was held. Tom Campenni was appointed as Chairperson, and Jessica Seymour; Amelia Fry; Alan Solomon; Larry Howell; Helen McBride; Joseph Capra; James Vopel; Don Cuozzo; Tom Campenni; Jim Gallegos and Tom Harmer were sworn in as members. As provided in Sec. 10.02, Stuart City Charter, this Board is convened every ten (10) years to recommend to the City Commission appropriate changes, if any, to the City Charter. The recommendation is just that, a recommendation, which the City Commission is free to accept, modify or reject.

The Board had met several times before the Governor entered Executive Order 20-91 mandating that Florida Residents remain in their homes because of the spread of COVID-19 (Corona Virus). In order to complete the mission of the board while also complying with the Executive Order, the Charter Advisory Board held its final meetings via video conference as well as a small number were present at City hall. The Board reviewed the entire charter which required a line by line reading with discussion for each section. After careful consideration, the Board recommends the following changes be considered by the City Commission for submittal to public referendum.

The Board recommends that the City Commission revise the pagination as well as changing pronouns to gender neutral such as "the elector" when appropriate and capitalizing City Commission consistently throughout the Charter. Those specific changes are not included but nevertheless remain a recommendation. Florida Statute 163 allows the City Commission to make clerical changes to the Charter without referendum.

Sec. 2.01 Form of Government: The Board unanimously agreed that the form of Government was appropriate and shouldn't be changed.

Sec 3.03 – Charter Officer's Authority – The Board recommends that additional language be considered by the City Commission by way of an ordinance to ensure that the City Commission is aware of any Human Resource issues related to the Charter Officers. PROPOSED WRITING: If a complaint is made regarding a Charter Officer, the Human Resources Director shall schedule a meeting with the other Charter Officer and describe the complaint. The notified Charter Officer shall evaluate the information and notify the individual Commissioners when appropriate.

Sec. 3.04 – City Manager. The Board believes that it is very important for the City Commission to consider the requirement that the City Manager reside within the City Limits of the City of Stuart as a condition of employment for the City Manager. While the Board determined that there would be circumstances that this condition could be waived, it believed this was important enough to include in the report to ensure that it would be addressed by the City Commission when hiring future City Managers.

Sec. 4.01 – Boards and committees. The Board had significant debate regarding the make up and terms of advisory board members. Consensus was reached that all voluntary boards should have maximum term limits of 8 years to each specific board. Members could serve on other boards but the intention was that no one should serve on a single board for more than eight consecutive years. If they left the board for a year, the member could return for an additional eight years. The Charter Members also felt that it was important to stagger the term limits to avoid the loss of all board members at one time. The Current at large members can stay for an additional two years to avoid the loss of experience all at once. The residency of the advisory board members was also discussed, and it is advised that the bylaws for each board include a residency section that defines the requirement necessary for serving on each respective board. The Board recommends that the City Commission should adopt the by laws for each board.

Finally, it was unanimously determined by the Charter Review Board that no elected officials shall be qualified to serve on an advisory board. The Charter Review Board recommends that this take effect on January 1, 2021. Therefore, those members that have served more than eight years as of January 1, 2021 shall no longer be qualified other than the at large members.

ARTICLE V – DEPARTMENT OF CITY CLERK (no longer "records, taxation, etc."). The City attorney should review the statutes referenced currently in the charter to ensure that the city maintains compliance.

Sec. 5.04 – Annual Financial Audit – should be relocated to Section 6.03

Sec. 5.05 has been moved to Sec. 3.07.

PAY RAISE: The Board had multiple discussions regarding Commissioner pay. Outside a general wage increase or cost of living increase afforded to all City Employees, the Commission must wait until their next election cycle to receive any pay increase. This should be decided by the voters via referendum as a charter amendment.

Sec. 703. Qualification for Office. The board feels the following changes should be added to the qualifications for office of City Commissioner.

Term Limits/Four Year Terms:

Shall the City Charter of the City Stuart, Florida be amended to provide that no City Commissioner shall for more than eight consecutive years and serve for four year terms instead of two year terms?

Limits terms by prohibiting incumbents who have held the same elective office for the preceding eight years from appearing on the ballot for re-election to that office. This initiative shall become effective on January 1, 2021. Source – 1992 Amendment 9 Florida State offices:
https://ballotpedia.org/Florida_Term_Limits,_Amendment_9_(1992)

SEEKING PUBLIC OFFICE OTHER THAN CURRENT POSITION

Shall the City Charter of the City Stuart, Florida be amended to provide that no City Commissioner shall actively run for another elected office while serving as a Stuart City Commissioner?

CHARTER LANGUAGE

Sec. 7.03 Qualification for Office

(A) Candidates for office of city commissioner shall qualify by filing a written notice of candidacy with the city clerk at such time and in such manner as may be prescribed by ordinance. Any elector of the city who has maintained continuous residency within the City of Stuart for more than 12 months immediately preceding the election in which he or she seeks office shall be eligible as a candidate for the office of city commissioner. As used in this section, the term "residency" means the abode where the prospective candidate actually lives. Reasonable evidence that a prospective candidate actually lives in an abode in the city shall be required by the city clerk as a condition to qualifying. Once elected, the commissioner shall maintain continuous residency in the City to continue their service in office.

(B) Incumbents who have served as City Commissioner for the preceding eight years shall be prohibited from qualifying for re-election to the City of Stuart City Commission. Service prior to the adoption of this ordinance shall not be included in the calculation.

~~(A)~~(C) If a City Commissioner opens a treasury account for the purposes of accepting donations to run for an office other than their current seat or any Commissioner who registers to run for a different office, shall no longer be qualified to serve. Either, shall be deemed as a resignation by the Commissioner effective immediately.

~~(B)~~(D) The Term of each group shall be four years with a maximum of eight consecutive years regardless of which group.

SEC 7.05 SCHEDULE

a) In years when there is a state primary election, that shall be the date upon which the regular municipal election shall be held. In years when there is no state primary election, the regular municipal election shall be held on the date when a state primary election would have occurred, had a state primary election been held, that is, calculated the same as provided by general law.

(b) A runoff election, when necessary, shall be held on the day designated to be the state general election day. In years when there is no state general election, the runoff election shall be held on the date when a state general election would have occurred, had a state general election been held, that is, calculated the same as provided by general law.

(c) Any matter which by the terms of this charter may be submitted to the electors of the city at any special election may be submitted and voted upon at a regular or runoff election.

(d) Election procedures.

1. At each annual regular municipal election the commissioners shall be elected from the city at large, by a majority vote of the electors, but the candidates shall be permitted to file for any group in which they prefer to run. Groups 2 and 4 shall be elected in 2021 and shall serve an initial term of three years until 2024. ~~odd-numbered years.~~ Groups 1, 3 and 5 shall be elected in 2022 and serve an initial term of four (4) years~~even-numbered years~~. Thereafter, the elections shall occur on even years with Groups 2 and 4 beginning in 2024 and Groups 1, 3 and 5 beginning in 2026. .....

~~(a) Groups 1, 3, and 5 shall serve an interim shortened term following their electionin November, 2012, or at a subsequent runoff election, but as though elected on thestate primary election day in 2012 until the state primary election date in 2014 oruntil their successors in office are elected and have taken the oath of office inaccordance with law. Thereafter, commissioners in Groups 1, 3, and 5 shall serve atwo-year term to commence at the next regular city commission meeting after electionto office and to terminate at the next regular city commission meeting after the nextelection held in accordance with the schedule for regular municipal elections or runoffelections provided in Section 7.05(a), as appropriate, and as applicable to Groups 1, 3, and 5.~~

~~(b) Groups 2 and 4 shall serve an interim shortened term following their election in November,2013, or at a subsequent runoff election, but as though elected on the date a stateprimary election would have been held in 2013, until the date a state primary electionwould have been held in 2015 or until successors in office are elected and have takenthe oath of office in accordance with law. Thereafter, commissioners in Groups 2 and4 shall serve a two-year term to commence at the next regular city commission meetingafter election to office and to terminate at the next regular city commission meetingafter the next election held in accordance with the schedule for regular municipalelections or runoff elections provided in section 7.05(a) as appropriate, and as applicable to Groups 2 and 4.~~

6. Public notice. All elections held pursuant to this charter shall have at least thirty (30) days' notice of election or referendum by publication in a local newspaper. The publication shall be made at least twice, once in the fifth week and once in the third week prior to the week in which the election or referendum is to be held.

PUBLIC NOTICE: The Board believes that it is important to have additional notification requirements. The Board didn't feel that notice in a local news paper continues to be relevant in the current social media age. This is simply an observation of Charter Review Board and it recognizes the State Statute but believes that it warrants discussion by the City Commission.

7.10 Vacancies in Office. The Board discussed adopting Florida Statute 114.04 related to filling vacancies when less than 28 months remained in the term. After discussion, the Charter Review Board

recommends that the existing language remains. The Charter Review Board also believes that in the event of an appointment, there should be a formal application process outlined by adopted ordinance.

Respectfully submitted,

THOMAS CAMPENNI
Chairman

ATTEST:

MARY R. KINDEL, CITY CLERK

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/27/2020 **Prepared by:** Michael Mortell

Title of Item:

SPECIAL ELECTION GROUP IV (RC):

RESOLUTION No. 50-2020; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AND GIVING NOTICE OF A SPECIAL ELECTION TO BE HELD FOR A VACANT CITY COMMISSION SEAT (GROUP IV); REQUESTING THAT THE SUPERVISOR OF ELECTIONS PERFORM CERTAIN ELECTION SERVICES IN CONNECTION WITH SAID ELECTION; AUTHORIZING THE CITY MANAGER TO REIMBURSE THE SUPERVISOR OF ELECTIONS FOR COST OF SERVICES RENDERED; SETTING THE ELECTION TO COINCIDE WITH THE REGULAR ELECTION OF THE CITY COMMISSION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Commissioner Glass Leighton submitted a Letter of Resignation effective May 27, 2020. During a prior Discussion and Deliberation item, the City Commission expressed a desire to hold a special election rather than appoint a position to fill the vacancy. The City Code directs that a Special Election shall take place within 120 days from the vacancy. By holding the election in August, 2020 along with the regular election, the Commission will remain in compliance with the Code and will save a significant amount of money by avoiding a special election and filling this vacancy at the general election. The election will be limited to filling the vacancy and therefore the term will expire in 2021.

Funding Source:

Unknown at this time but there should not be additional costs.

Recommended Action:

Move approval of Resolution 50-2020

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R50-2020	4/21/2020	Resolution add to Y drive

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 50-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AND GIVING NOTICE OF A SPECIAL ELECTION TO BE HELD FOR A VACAN CITY COMMISSION SEAT (GROUP IV); REQUESTION THAT THE SUPERVISOR OF ELECTIONS PERFORM CRTAIN ELECTION SERVICES IN CONNECTION WITH SAID ELECTION; AUTHORIZING THE CITY MANAGER TO REMIBURESE THE SUPERVISOR OF ELECTIONS FOR COST OF SERVICES RENDERED; SETTING THE ELECTION TO COINCIDE WITH THE REGULAR ELECTION OF THE CITY COMMISSION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSESS.

* * * * *

WHEREAS, on March 31, 2020, Commissioner Kelli Glass Leighton tendered her resignation for her position as City Commissioner for the City of Stuart, Florida. The Resignation is effective May 27, 2020; and

WHEREAS, Sec. 7.10 of the City of Stuart Code or Ordinances states that a vacancy of the commission shall be filled by a majority vote of the remaining members of the commission or by special election, either to be accomplished within one hundred and twenty (20) days of said vacancy.

WHEREAS, any person appointed by the Commission or elected to fill a vacancy shall hold office for the remaining term of that office.

WHEREAS, Groups 1, 3 and 5 of the City Commission are already scheduled for election on August 18, 2020 and the City Commission has already expressed an interest in placing this vacancy, if it occurred, on the same election cycle as the general election for the City of Stuart.

WHEREAS, the City Commission accepts Commissioner Glass Leighton's resignation effective May 27, 2020.

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

SECTION 1: The CITY COMMISSION directs the City Clerk to schedule a Special Election for Group 4 which shall coincide with the current election cycle for Groups 1, 3, and 5.

SECTION 2: The term for seat 4 shall be limited to the remainder of the current term for seat 4.

SECTION 3: The First day of Qualifying for Seat 4 shall be June 8, 2020 at 12:00 noon. The Last day of Qualifying shall be June 12, 2020 by 12:00 Noon.

SECTION 4: The election date for the balance of Group 4 shall occur on August 18, 2020.

Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
KELLI GLASS LEIGHTON, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

ADOPTED this 27th day of April, 2020

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/27/2020 **Prepared by:** Stephen Mayer

Title of Item:

ABANDONMENT OF RIGHT OF WAY AT OSCEOLA STREET (RC):

ORDINANCE No. 2431-2020; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 50-FOOT RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF KRUEGER PARK, AS RECORDED IN PLAT BOOK 1, PAGE 25, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS RUNNING EAST TO WEST, DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE: PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The applicant, Richard Baron, owner of real property at 181 SE Monterey Avenue, has requested the abandonment of a 50-foot unutilized portion of Osceola Street public Right-of-Way. The 50-foot right of way is located north of 181 SE Monterey Avenue, east of Monterey Road and between PCN# 02-38-41-001-003-00150-1 and 03-38-41-006-006-00010-7.

The City's Public Works Department has determined that the use of the Right of Way is no longer in the public's best interest and does not object to the abandonment of the City's interest. A fair market appraisal of the real property has determined that the market value of the property is $26,000.

As provided in Section 36-2 of the City's Code of Ordinances, staff recommends payment of a privilege fee in the amount of 100% of the market value, or $26,000, prior to the abandonment of the City's interest.

The procedure for abandonment of City owned Right-Of-Way is set out in Section 36-3 of The City's Code of Ordinances which requires the city commission to first pass a resolution declaring intent to abandon right-of-way.

The vacation or change of any street, alley, road or public way shall be accomplished by Ordinance. The city commission, in vacating any street or part of a street or changing the name of any street, may include in one ordinance the changes of name or vacation or narrowing of more than one street, avenue or alley, but before vacating any street or part thereof, or narrowing any street, avenue or alley. At its meeting of March 9th 2020, the City commission voted to pass Resolution 16-2020 declaring its intention to abandon the subject ROW. During the initial meeting, it was determined that Snug Harbor wrote a letter to the City declining the offer to receive 1/2 of the property. It was later stated by a Snug Harbor resident that the vote was related to the payment of the privilege fee and if there was no privilege fee the outcome might be different. As a result, the Commission asked Snug Harbor to determine if it would accept the property if there was no privilege fee.

Before the second reading occurs, the applicant shall provide staff with an updated property appraisal, showing each portion's revised assessment with the value added to the adjoining real property of the petitioner by the resulting addition of the interest abandoned by the city. At the time of this report, the applicant has not provided

said assessment. Staff has included the original land appraisal report in the amount of $26,000

Funding Source:

N/A

Recommended Action:

Move to approve Ordinance No 2431-2020, declaration the abandonment certain Right-of-Way within the City's limits and acceptance of a privilege fee, to be determined.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Ordinance 2431-2020	3/13/2020	DRAFT ORDINANCE
🗋	Sketch of Right of Way	2/27/2020	Exhibit
🗋	Original Land Appraisal Report	4/20/2020	Attachment
🗋	Krueger Park Plat	2/27/2020	Attachment

BEFORE THE CITY COMMISSION CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2431-2020

A ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO PROVIDE FOR THE ABANDONMENT OF CERTAIN PUBLIC RIGHT-OF-WAY WITHIN THE CITY BEING THAT CERTAIN 50-FOOT RIGHT-OF-WAY, AS SET FORTH ON THE PLAT OF KRUEGER PARK, AS RECORDED IN PLAT BOOK 1, PAGE 25, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA PUBLIC RECORDS RUNNING EAST TO WEST, DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND DEPICTED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR PAYMENT OF A PRIVILEGE FEE: PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * * * *

WHEREAS, Richard Baron (The "Applicant") have filed a petition for abandonment relating to the public right-of-way described below that conforms to the requirements of Section 36 of the Code of Ordinances of the City of Stuart, Florida; and

WHEREAS, at the public hearing to consider the requested abandonment the City Commission has determined that it is the best public interest that the said right-of-way be abandoned as said right-of-way is needed for continuity of existing parcels; and

WHEREAS, Cooper Osteen (License #: RI22707) conducted a fair market appraisal of

said property on November 16, 2013, and determined that the market value of the real property is TWENTY-SIX THOUSAND DOLLARS ($26,000).

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ordains, as follows:

SECTION 1: That any interest vested with the City of Stuart in that certain 50-foot right-of-way, as set forth as a portion of Osceola Street, running east to west, abutting Lot 1 of Block 6, according the Plat of KREUGER PARK, as recorded in Plat Book 1, Page 25, Palm Beach (Now Martin) County, Florida Public Records running east to west through the Property described in **Exhibit "A"** attached hereto and depicted in **Exhibit "B"** attached hereto is hereby abandoned.

SECTION 2: A location map depicting the subject area is hereby attached as **Exhibit "C."**

SECTION 3: The Applicants agree to pay the privilege fee in the amount of **TWENTY-SIX THOUSAND DOLLARS ($26,000)** to be received and deposited into the city's property management fund within 90 days of approval, otherwise this Ordinance shall become null and void.

SECTION 4: Conflicts. All ordinances or parts of ordinances in conflict herewith shall be repealed.

SECTION 5: Severability: 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 6: Effective Date: This Ordinance shall become effective immediately upon adoption.

Passed on first reading the ____ day of _____, 2020.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
KELLI GLASS LEIGHTON, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

ADOPTED on second and final reading this _____day of _____, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

WITNESSES:

_____

Print Name: _____

Richard Baron, Owner

By: _____

_____

Print Name: _____

PETITIONER'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____ day of _____, 2020, by Richard Baron.

_____

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CITY'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____day of _____, 2020, by Michael J. Meier, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

_____

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT "A"

LEGAL DESCRIPTION

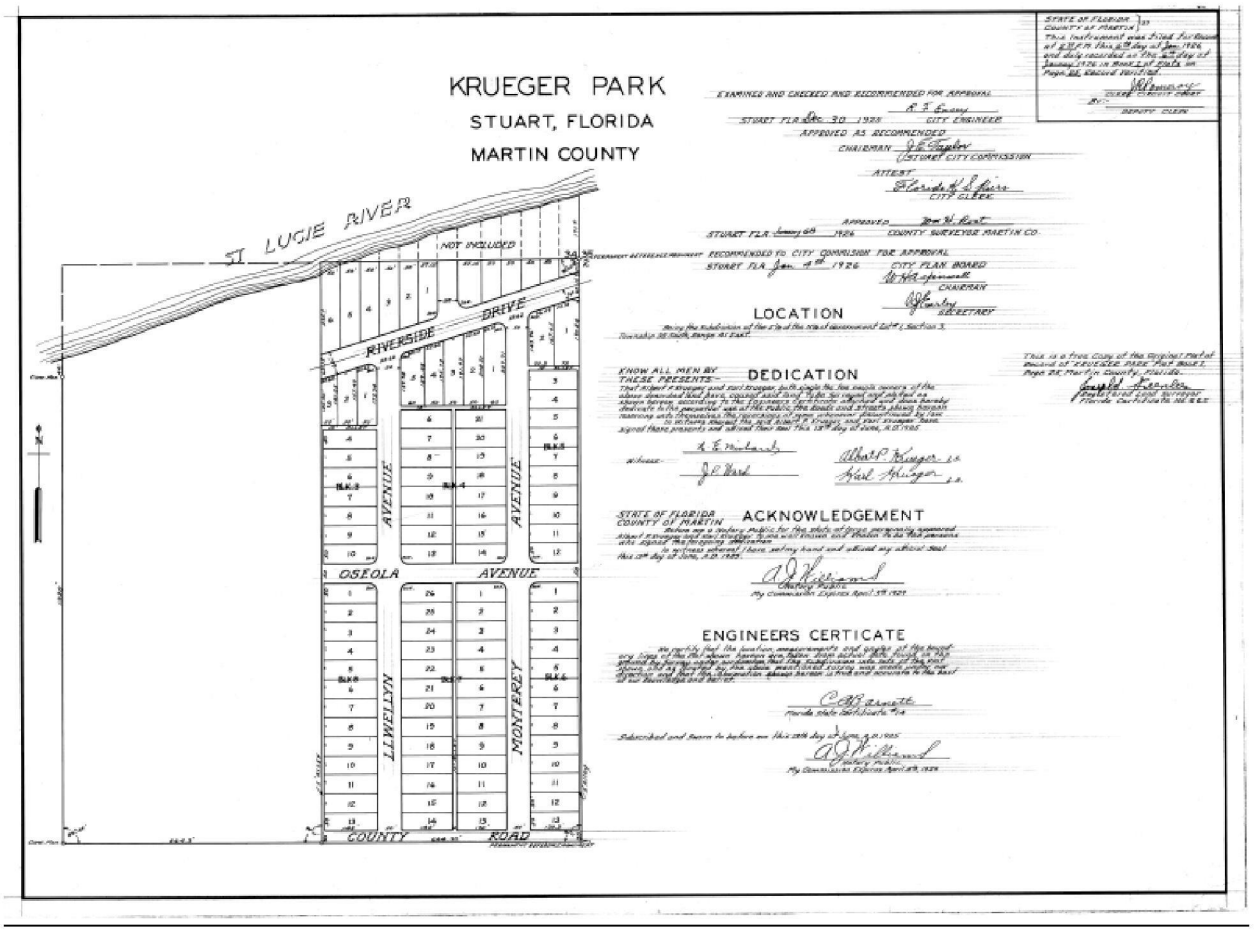


EXHIBIT "B"

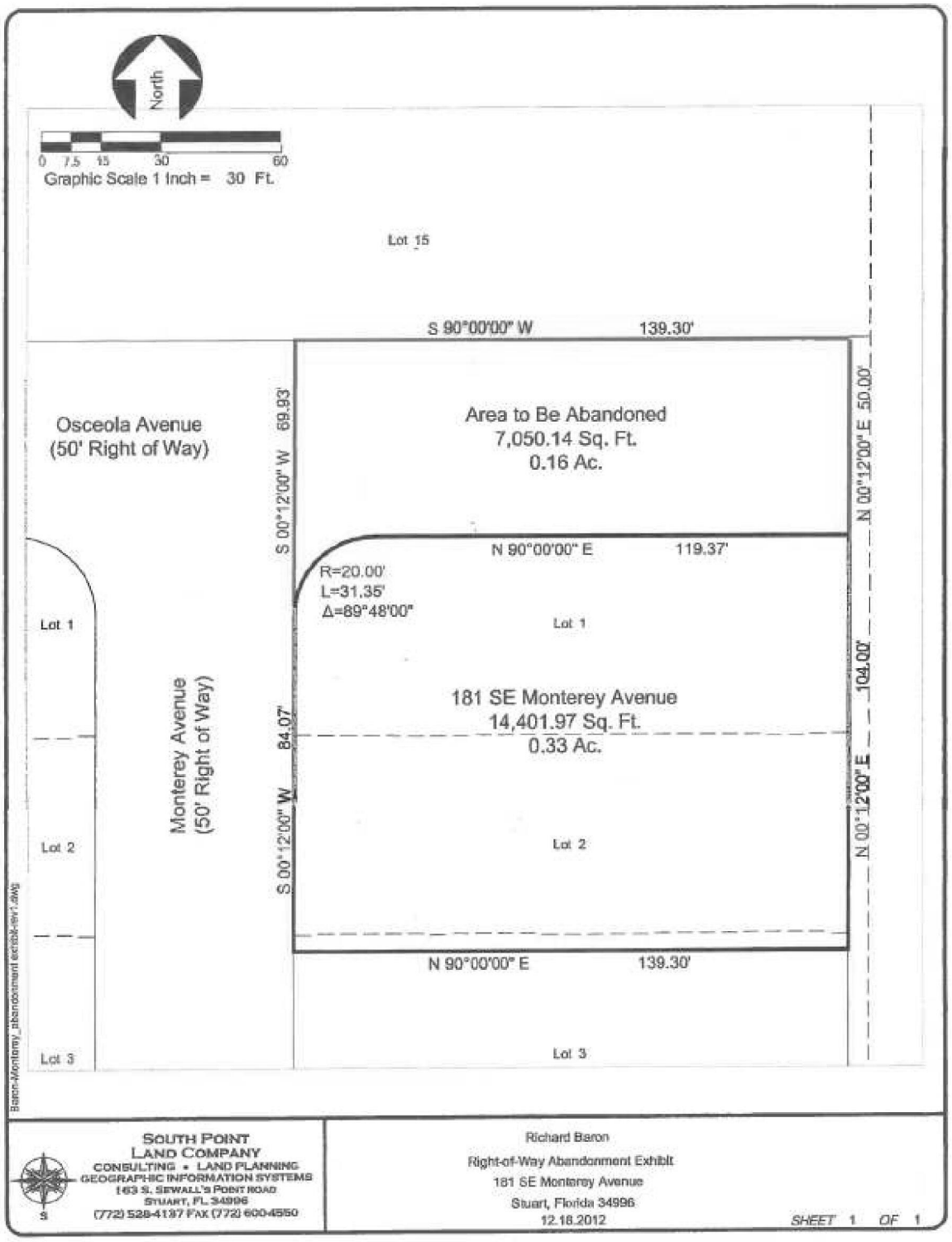
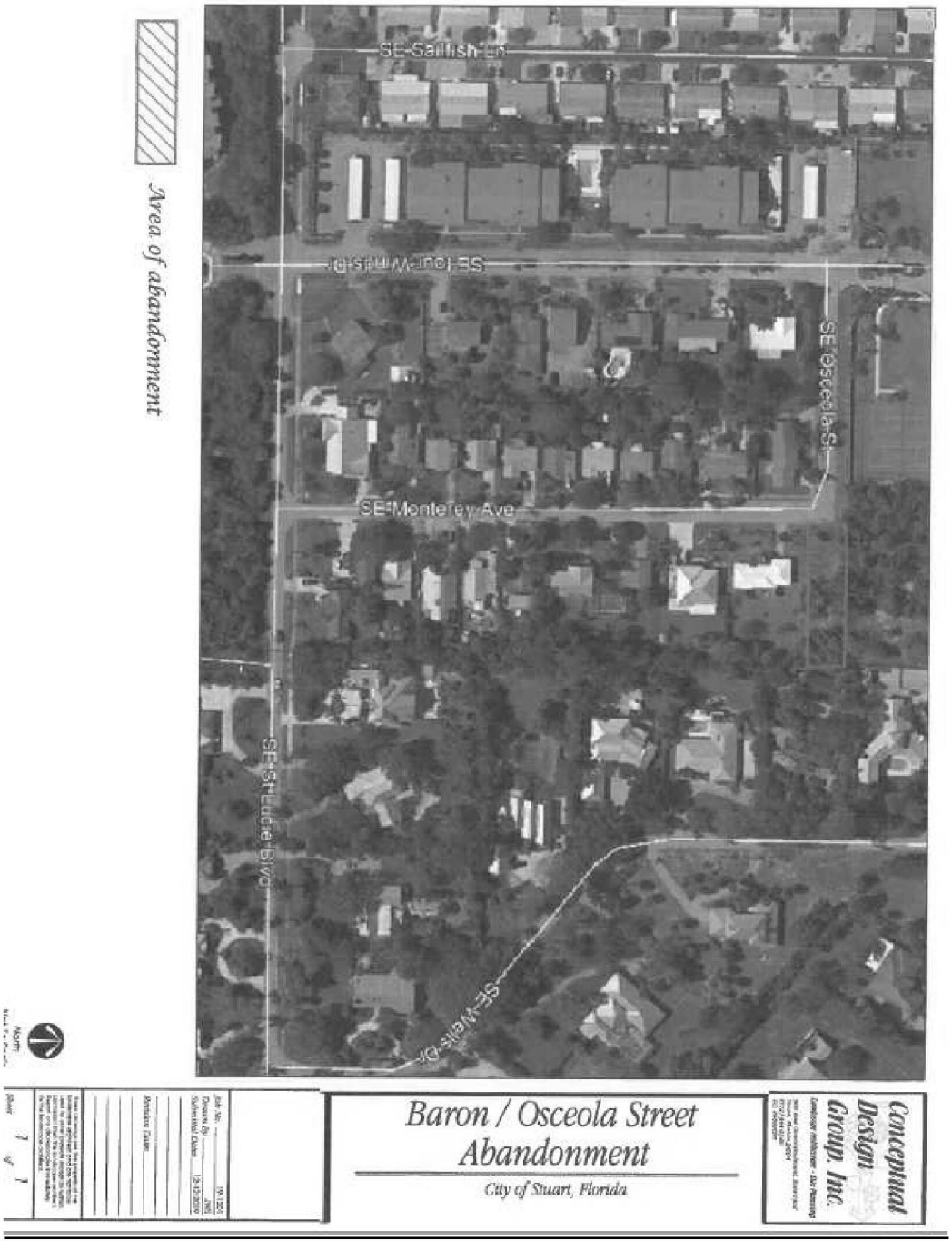
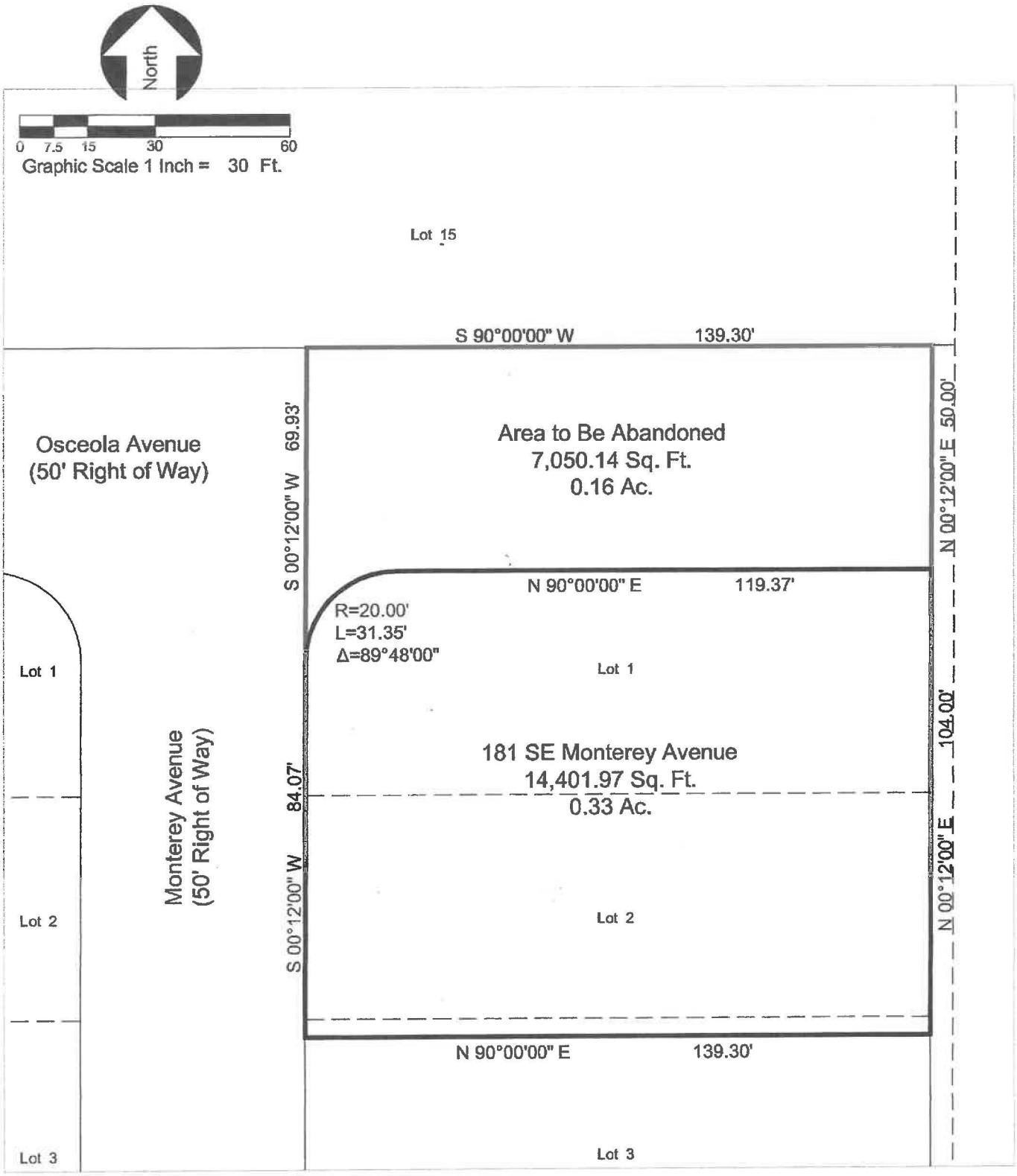

North
0 7.5 15 30 60
Graphic Scale 1 Inch = 30 Ft.
Lot 15
S 90°00'00" W 139.30'
Osceola Avenue
(50' Right of Way)
S 00°12'00" W 69.93'
Area to Be Abandoned
7,050.14 Sq. Ft.
0.16 Ac.
N 00°12'00" E 50.00'
N 90°00'00" E 119.37'
R=20.00'
L=31.35'
Δ=89°48'00"
Lot 1
Lot 1
181 SE Monterey Avenue
14,401.97 Sq. Ft.
0.33 Ac.
104.00'
N 00°12'00" E
Monterey Avenue
(50' Right of Way)
S 00°12'00" W 84.07'
Lot 2
Lot 2
N 90°00'00" E 139.30'
Lot 3
Lot 3
Baron-Monterey_abandonment exhibit-rev1.dwg
SOUTH POINT
LAND COMPANY
CONSULTING • LAND PLANNING
GEOGRAPHIC INFORMATION SYSTEMS
163 S. SEWALL'S POINT ROAD
STUART, FL 34996
(772) 528-4137 FAX (772) 600-4550
Richard Baron
Right-of-Way Abandonment Exhibit
181 SE Monterey Avenue
Stuart, Florida 34996
12.18.2012
SHEET 1 OF 1

EXHIBIT "C"


Area of abandonment
SE Sailfish Dr
SE Osceola St
SE Monterey Ave
SE St Lucie Blvd
SE Wells Dr
North
Baron / Osceola Street Abandonment
City of Stuart, Florida
Conceptual Design Group, Inc.



Baron-Monterey_abandonment exhibit-rev1.dwg

SOUTH POINT
LAND COMPANY
CONSULTING • LAND PLANNING
GEOGRAPHIC INFORMATION SYSTEMS
163 S. SEWALL'S POINT ROAD
STUART, FL 34996
(772) 528-4137 FAX (772) 600-4550

Richard Baron
Right-of-Way Abandonment Exhibit
181 SE Monterey Avenue
Stuart, Florida 34996
12.18.2012

SHEET 1 OF 1

Osteen Appraisal Services

LAND APPRAISAL REPORT

File No.

SUBJECT

Borrower N/A | Census Tract 0009.02 | Map Reference 3/38

Property Address SE Monterey Avenue, Stuart, FL (See addendum & ROW abandonment exhibit for property ID)

City Stuart | County Martin | State FL | Zip Code 34996

Legal Description N/A, See Right-of-Way Abandonment Exhibit.

Sale Price $ N/A | Date of Sale N/A | Loan Term N/A yrs. | Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD

Actual Real Estate Taxes $ N/A (yr) | Loan charges to be paid by seller $ N/A | Other sales concessions N/A

Lender/Client Richard Baron / City of Stuart | Address 1 SW Osceola Street, Suite 3

Occupant Vacant Land | Appraiser Cooper Osteen, Registered Trainee Appraiser | Instructions to Appraiser Appraise market value of fee simple interest.

NEIGHBORHOOD

Location	☐ Urban	☒ Suburban	☐ Rural
Built Up	☐ Over 75%	☒ 25% to 75%	☐ Under 25%
Growth Rate ☐ Fully Dev.	☐ Rapid	☒ Steady	☐ Slow
Property Values	☒ Increasing	☒ Stable	☐ Declining
Demand/Supply	☐ Shortage	☒ In Balance	☐ Oversupply
Marketing Time	☒ Under 3 Mos.	☐ 4-6 Mos.	☐ Over 6 Mos.

Present Land Use: 35 % One-Unit, 7.5 % 2-4 Unit, 7.5 % Apts., 15 % Condo, 10 % Commercial, 0 % Industrial, 25 % Vacant, ___ %

Change in Present Land Use: ☒ Not Likely ☐ Likely (*) ☐ Taking Place (*) (*) From ___ To ___

Predominant Occupancy ☒ Owner ☐ Tenant ___ % Vacant

One-Unit Price Range $ 75,000 to $ $2M | Predominant Value $ 200,000

One-Unit Age Range New yrs. to 80 yrs. | Predominant Age 20-40 yrs.

	Good	Avg.	Fair	Poor
Employment Stability	☐	☒	☐	☐
Convenience to Employment	☐	☒	☐	☐
Convenience to Shopping	☐	☒	☐	☐
Convenience to Schools	☐	☒	☐	☐
Adequacy of Public Transportation	☐	☒	☐	☐
Recreational Facilities	☐	☒	☐	☐
Adequacy of Utilities	☐	☒	☐	☐
Property Compatibility	☐	☒	☐	☐
Protection from Detrimental Conditions	☐	☒	☐	☐
Police and Fire Protection	☐	☒	☐	☐
General Appearance of Properties	☐	☒	☐	☐
Appeal to Market	☐	☒	☐	☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) See attached addenda.

SITE

Dimensions 69.93 Frontage X 139.30 Depth, Slightly Irregular Shape = 7,050 Square Feet ☐ Corner Lot

Zoning Classification N/A Subject would join parcel zoned R-1, Single Fam | Present Improvements ☐ Do ☐ Do Not Conform to Zoning Regulations

Highest and Best Use ☐ Present Use ☒ Other (specify) Assemblage with adjoining land parcel.

	Public	Other (Describe)
Elec.	☒	
Gas	☐	
Water	☒	
San. Sewer	☒	
	☐ Underground Elect. & Tel.	

OFF SITE IMPROVEMENTS

Street Access ☒ Public ☐ Private

Surface Asphalt Pavement

Maintenance ☒ Public ☐ Private

☐ Storm Sewer ☐ Curb/Gutter

☐ Sidewalk ☐ Street Lights

Topo Clear / Level

Size 7,050 Square Feet, Subject to Survey.

Shape Conventional

View Residential

Drainage Adequate

Is the property located in a FEMA Special Flood Hazard Area? ☐ Yes ☒ No

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) The subject is un-used right of way as we understand. The city owns the land, which is now the subject of a petition by Richard Baron for abandonment by the city in order to assemble the subject with his neighboring parcel at 181 SE Monterey Avenue.

MARKET DATA ANALYSIS

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	+(-)$ Adjust.	COMPARABLE NO. 2	+(-)$ Adjust.	COMPARABLE NO. 3	+(-)$ Adjust.
Address	SE Monterey Avenue, Stuart, FL Stuart, FL 34996	607 SE 6th Street Stuart, FL		3869 Qaunset Terrace Stuart, FL		5098 Shooner Oaks Stuart, FL	
Proximity to Subject		1.54 miles SW		2.69 miles SE		3.63 miles SE	
Sales Price	$ N/A	$ 2.76		$ 3.33		$ 3.42	
Price $/Sq. Ft.	$	$ 60,000		$ 50,000		$ 79,000	
Data Source(s)	Inspection	MLS, Public Records, Inspection		MLS, Public Records, Inspection		MLS, Public Records, Inspection	
Date of Sale/Time Adj.	N/A	November, 2013		October 2013		September, 2013	
Location	Krueger Park)	Central Stuart)	+.25	Port Sewall East)		Rocky Point)	
Site/View	Residential)	Residential)		Residential)		Residential)	
Size	.33 Ac. to .49 Ac.	.49 Acres		.35 Acres		.5360 Acres	
Topography	Clear / Level	Demo Req'd	+.50	Clear / Level		Level / Treed	
Sale Conditions	Assumed Typical	Standard		Standard		Typical	
Sales or Financing Concessions	N/A N/A						
Net Adj. (Total)		☒ + ☐ - $ 0.75		☐ + ☐ - $		☐ + ☐ - $	
Indicated Value of Subject		Net 27.2 % Gross 27.2 % $ 3.51		Net % Gross % $ 3.33		Net % Gross % $ 3.42	

Comments on Market Data See attached addenda.

RECONCILIATION

Comments and Conditions of Appraisal The appraisal is subject to a survey identifying the subject property in tune with the site area exhibit provided in this appraisal. The appraisal is based on the employment of valuation requirements outlined by the City of Stuart in Section 36-2 of the municipal code. The appraisal is completed for the use of Richard Baron and the City of Stuart.

Final Reconciliation Only the Sales Comparison Approach was completed. This is the only applicable approach to value and sufficient data was available to produce credible results. The results of our analysis indicate that the subject property will contribute an additional $25,000 to the parent assemblage parcel at 181 SE Monterey Road.

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF November 16, 2013 TO BE $ 26,000

Appraiser Cooper Osteen, Registered Trainee Appraiser	Supervisory Appraiser (if applicable) Thomas Osteen, MAI, SRA
Date of Signature and Report November 20, 2013	Date of Signature November 20, 2013
Title	Title
State Certification # ___ ST ___	State Certification # RZ000174 ST FL
Or State License # RI22707 ST FL	Or State License # ___ ST ___
Expiration Date of State Certification or License 11/30/2014	Expiration Date of State Certification or License 11/30/2014
Date of Inspection (if applicable) November 16, 2013	☒ Did ☐ Did Not Inspect Property Date of Inspection

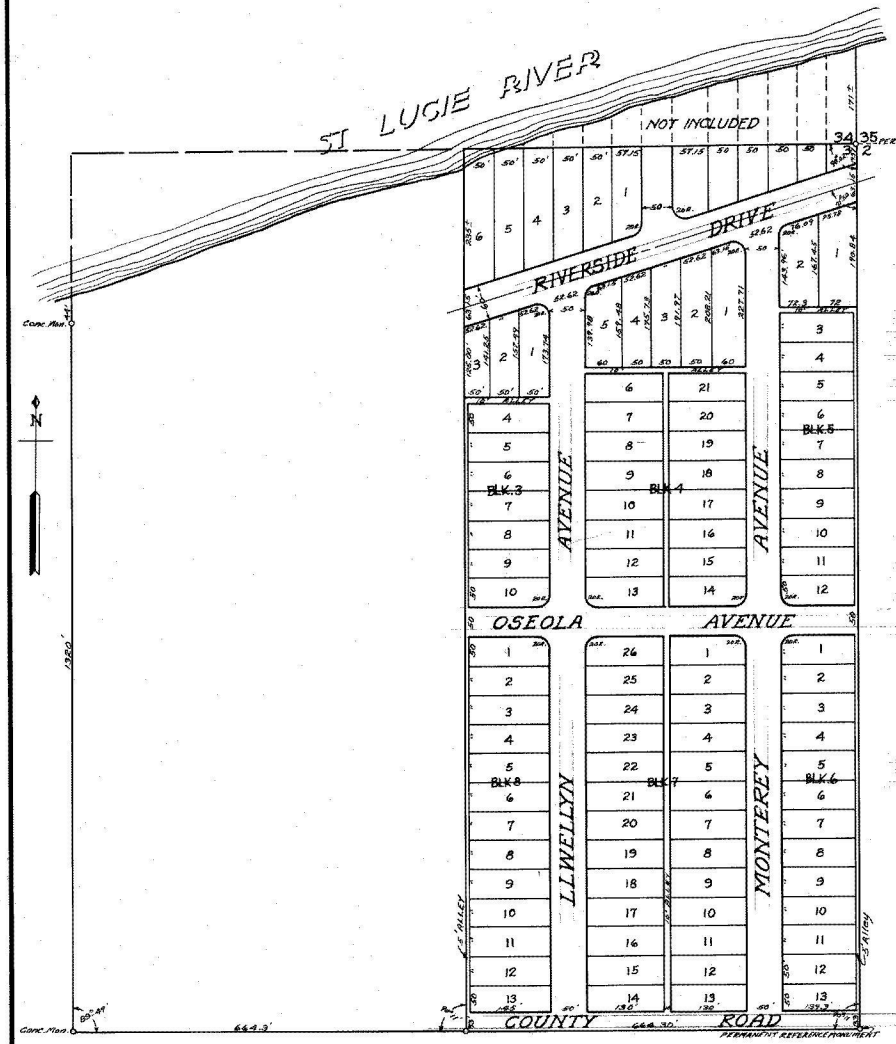
STATE OF FLORIDA } ss
COUNTY OF MARTIN }
This Instrument was filed for Record at 2:30 P.M. this 6th day of Jan 1926 and duly recorded on the 6th day of January 1926 in Book I of Plats on Page 25, Record Verified.

J R Pomeroy
CLERK CIRCUIT COURT
BY:-
DEPUTY CLERK

KRUEGER PARK

STUART, FLORIDA

MARTIN COUNTY



EXAMINED AND CHECKED AND RECOMMENDED FOR APPROVAL

R. F. Ensey
STUART FLA. Dec. 30 1925 CITY ENGINEER

APPROVED AS RECOMMENDED

CHAIRMAN J. E. Taylor
STUART CITY COMMISSION

ATTEST

Florida K. S. Peirs
CITY CLERK

APPROVED Wm H. Root
STUART FLA. January 6th 1926 COUNTY SURVEYOR MARTIN CO.

RECOMMENDED TO CITY COMMISION FOR APPROVAL
STUART FLA. Jan 4th 1926 CITY PLAN BOARD

W H Aspinwall
CHAIRMAN

W J Earley
SECRETARY

LOCATION

Being the Subdivision of the E½ of the N½ of Government Lot #1, Section 3, Township 38 South, Range 41 East.

This is a true Copy of the Original Plat of Record of "KRUEGER PARK" Plat Book I, Page 25, Martin County, Florida.

Joseph L. Greenlee
Registered Land Surveyor
Florida Certificate No. 665

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:-

That Albert P. Krueger and Karl Krueger, both single the fee simple owners of the above described land have caused said land to be surveyed and platted as shown hereon according to the Engineers Certificate attached and does hereby dedicate to the perpetual use of the Public, the Roads and Streets shown hereon reserving unto themselves the reversions of same whenever discontinued by law.

In Witness Whereof the said Albert P. Krueger and Karl Krueger have signed these presents and affixed their seal this 13th day of June, A.D. 1925

Witness:- K. E. Michaels
J. P. Ward

Albert P. Krueger L.S.
Karl Krueger L.S.

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF MARTIN

Before me a Notary Public for the state of large personally appeared Albert P. Krueger and Karl Krueger to me well known and known to be the persons who signed the foregoing dedication.

In witness whereof I have set my hand and affixed my official seal this 13th day of June, A.D. 1925.

A. J. Williams
Notary Public
My Commission Expires April 5th 1929

ENGINEERS CERTICATE

We certify that the location, measurements and angles of the boundary lines of the Plat shown hereon are taken from actual data found on the ground by survey under our direction that the Subdivision into lots of the Plat shown, and as located by the above mentioned survey was made under our direction and that the information shown hereon is true and accurate to the best of our knowledge and belief.

C. A. Barnett
Florida State Certificate #14

Subscribed and Sworn to before me this 13th day of June, A.D. 1925

A. J. Williams
Notary Public
My Commission Expires April 5th 1929

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/27/2020 **Prepared by:** Kev Freeman

Title of Item:

OPTIONS FOR THE LEASE OF CITY OWNED HANEY CREEK COMMERCIAL PROPERTY (1001 NW FEDERAL HWY)

Summary Explanation/Background Information on Agenda Request:

Staff is requesting Commission input regarding the current lease opportunities regarding the City owned property located at 1001 NW Federal Hwy, otherwise known as the Haney Creek Trust Commercial Property. Staff have been in discussion with various interested parties and also have received an offer of intent regarding the lease of the subject property.

The options to be discussed are:

1. Potential Lease to Housing Solutions: Affordable Housing project, lease rate and number of units to be finalized. Long term property tax revenue may be reduced, subject to the use of housing tax credit financing.

2. Potential Lease to Land America, LLC: Interest in negotiating a triple net lease of $24,000 per year for 99 years, lease rate shall increase 5% every 5 years. Initial proposal would be to build a self storage facility (elevation attached), similar to the unit under construction at Palm City Road/Bryant Avenue. The construction value of the building would be in the region of $6m and would therefore yield significant recurring tax revenue.

3. Request for Proposals (RFP), which would have parameters written to promote the delivery of attainable housing within a set State Housing Initiative Partnership (SHIP) rate. This should be combined with staff initiated UPUD amendment to align the entitlement of the property.

SITE HISTORY

The Commission should be aware of a recent (January 2020) updating of the timelines for development of the PUD and designation to an Urban Planned Unit Development (UPUD) (attached). The PUD includes a list of approved uses. Housing is not included as a permitted use and would require a major amendment to the UPUD.

The site has remained vacant and attempts to formulate development proposals for the site have been compromised by the size of the property (1.97 Acres) and its access from US-1, which may require reconfiguration of the existing 3-way traffic signal at NW River Shores Blvd to a full 4-way intersection.

On January 22, 2007, the City Commission adopted Ordinance Number 2095-07, which approved the former "Harbour Walk Preserve Commercial Planned Unit Development" (CPUD) project on 52.93 acres. The project was never initiated and ultimately, the owner declared bankruptcy.

In July of 2011, the City of Stuart and Martin County jointly purchased 50.96 acres of the former "Harbour Walk Preserve Commercial Planned Unit Development" property for purposes of adding it to the Haney Creek Watershed Preserve. Additionally, the City exchanged for its flag lot, the 1.97-acre portion of the Harbour Walk PUD for purposes of leasing to a private commercial enterprise to generate revenues for maintenance and improvements to the expanded Haney Creek Preserve and other City-owned lands, acquisition of additional

environmental lands and repayment of funds originally invested.

On December 12, 2011, the City Commission adopted Ordinance Number 2235-2011, which approved a major amendment to Ordinance Number 2095-07 to change the zoning and land use to Public and Conservation, respectively, for the 50.96 acres, while retaining the CPUD zoning and Downtown Redevelopment future land use designations on the 1.97-acre parcel. Ordinance 2235-2011 required that future development of the 1.97-acre parcel would require a major amendment to Ordinance 2095-07.

On November 25, 2013, the City Commission directed staff to prepare a major amendment to Ordinance Number 2095-07 to provide for a prototype site plan to be reviewed and approved at the administrative level to make the site more marketable to potential developers.

Funding Source:

N/A

Recommended Action:

Commission direction to staff.

ATTACHMENTS:

	Description	Upload Date	Type
🗋	Site Details	4/15/2020	Backup Material
🗋	Haney Creek UPUD	4/15/2020	Backup Material
🗋	Letter of Intent: Land America LLC	4/15/2020	Backup Material
🗋	Rendering - Self Storage	4/15/2020	Backup Material

CITY OF STUART
CITY COMMISSION
April 27th, 2020

Project Name: Haney Creek Trust Commercial Property	**Property Owner:** City of Stuart
Project No.:	**Applicant/Petitioner:** City of Stuart
Discussion and Deliberation	
Location: 1001 NW Federal Highway	



PROPERTY DETAILS

A. Site and Area Characteristics

The subject property consists of one undeveloped parcel totaling 1.97 acres in size located at 1001 NW Federal Highway at the east corner of U.S. 1 and North Shores Boulevard, approximately 600 feet north of Wright Boulevard.

Direction	Current Use	Zoning	Future Land Use
North	Undeveloped; Haney Creek Preserve Area	Public	Conservation
South	Undeveloped; Haney Creek Preserve Area	Public	Conservation
East	Undeveloped; Haney Creek Preserve Area	Public	Conservation
West	Furniture retail store, crematorium and funeral home, retail shopping center	Urban Highway	Downtown Redevelopment

B. Description

The subject property consists of 1.97 acres and is located at 1001 NW Federal Highway at the east corner of U.S. 1 and North Shores Boulevard, approximately 600 feet north of Wright Boulevard. The subject property has approximately 275.41 feet of frontage along U.S. 1.

C. Technical Review by Other Agencies

The future developer (lessee) will be responsible to meet all federal, state and local permitting and environmental standards prior to the issuance of any building permits. Further, the future developer (lessee) will also be required to demonstrate full compliance at all times.

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2421-2020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REFRESHING THE NOW DEFUNCT ORDINANCE 2275-2014, AMENDEDING ORDINANCE NUMBER 2095-07, FORMERLY THE "HARBOUR WALK PRESERVE COMMERCIAL PLANNED UNIT DEVELOPMENT" (CPUD) PROJECT; PROVIDING FOR DEVELOPMENT APPROVAL ON A 1.97 ACRE COMMERCIAL PORTION OF THE SITE, TO BE KNOWN AS THE "HANEY CREEK TRUST COMMERCIAL PROPERTY" URBAN PLANNED UNIT DEVELOPMENT (UPUD); PROVIDING FOR CERTAIN DESIGN CONDITIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on January 22, 2007, the City Commission adopted Ordinance Number 2095-07, which approved the former "Harbour Walk Preserve Commercial Planned Unit Development" (CPUD) project on 52.93 acres; and

WHEREAS, in July of 2011, the City of Stuart and Martin County jointly purchased 50.96 acres of the former "Harbour Walk Preserve Commercial Planned Unit Development" property for purposes of adding it to the Haney Creek Watershed Preserve; and

WHEREAS, on December 12, 2011, the City Commission adopted Ordinance Number 2235-2011, which approved a major amendment to Ordinance Number 2095-07 to change the zoning and land use to Public and Conservation, respectively, on a portion of the 50.96-acre site; and

WHEREAS, the City Commission retained CPUD zoning and Downtown Redevelopment future land use on a 1.97-acre portion of the site for the purpose of leasing said property to a private commercial enterprise to generate revenues for maintenance and improvements to the expanded Haney Creek Preserve and other City-owned lands; and

WHEREAS, on November 25, 2013, the City Commission directed staff to prepare a major amendment to Ordinance Number 2095-07 to provide for administrative level development approval on the 1.97-acre parcel; and

WHEREAS, the City's Local Planning Agency held a properly noticed public hearing at a regularly scheduled meeting on January 16, 2014 to consider a major amendment to Ordinance 2095-07, and recommended approval to the City Commission; and

WHEREAS, the City Commission held properly noticed public hearings at a regularly scheduled meetings, first reading on January 27, 2014, and second and final reading on February 10, 2014, to consider the application for major amendment to Ordinance 2095-07; and

WHEREAS, the City staff has discovered the Haney Creek Trust Commercial Property CPUD expired on March 12, 2019;

WHEREAS, the City's Local Planning Agency held a properly notice public hearing at a regularly scheduled meeting on December 12, 2019 to consider a major amendment to Ordinance 2275-2014, in order to refresh the ordinance as an Urban Planned Unit Development (UPUD) and provide a new timetable of development; and

WHEREAS, the property is legally described and a map depicting the property is attached hereto as **Exhibit "A"** of this ordinance and development conditions are attached hereto as **Exhibit "B"**; and

WHEREAS, the following "Development Documents" on file as public records of the City at the office of the City Development Department and as attached hereto shall be henceforth deemed as Approved, and shall become a part of the development conditions applicable to the Subject Property, and all development shall be in accordance with **Exhibit "C"**, Boundary Survey; and **Exhibit "D"**, Prototype Plan.

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

SECTION 1: The City Commission hereby approves a major amendment to Ordinance 2095-07 to approve the development conditions and "prototype" plan for the 1.97-acre parcel, as set forth in Exhibits B and D.

SECTION 2: In all other respects and except as amended hereby, the "Harbour Walk Preserve" development documents and conditions as set forth in prior ordinances and resolutions of the City shall remain in full force and effect.

SECTION 3. The complete execution and recording of this ordinance by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this ordinance shall be void.

Passed on first reading the 27th day of January, 2020.

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

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR	Y			
EULA R. CLARKE, VICE MAYOR	Y			
BECKY BRUNER, COMMISSIONER	Y			
KELLI GLASS LEIGHTON, COMMISSIONER	Y			
MERRITT MATHESON, COMMISSIONER	Y			

ADOPTED on second and final reading this 10th day of February, 2020.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL
CITY ATTORNEY

ACCEPTANCE OF MAJOR PUD AMENDMENT

BY SIGNING THIS ACCEPTANCE OF MAJOR PUD AMENDMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE FOREGOING ORDINANCE, INCLUDING ANY EXHIBITS, ATTACHMENTS AND OTHER APPROVED DEVELOPMENT DOCUMENTS, INTENDING FOR ITSELF, ITS HEIRS, ASSIGNS, SUCCESSORS IN INTEREST, AND CONTRACTORS, TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY MENTAL RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDER. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE

FAILED IN ANY MATERIAL WAY TO DEVELOP ACCORDING TO THIS ORDINANCE, OR ITS CONDITIONS, THIS ORDINANCE MAY BE AMENDED OR REPEALED, AND ANY OTHER LEGAL ACTIONS MAY BE TAKEN BY THE CITY AGAINST THE UNDERSIGNED, IT SUCCESSORS OR ASSIGNS, INCLUDING BUT NOT LIMITED TO BOND FORFEITURE, STOP WORK ORDERS, CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING REVOCATIONS, AND ALL APPLICABLE CIVIL AND CRIMINAL ACTIONS.

IN WITNESS WHEREOF the undersigned have executed this Acceptance of the PUD Amendment on this _____ day of _____, 2020.

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

City of Stuart

By: _____

David Dyess, City Manager

STATE OF FLORIDA
COUNTY OF MARTIN

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____ by_____.

Personally Known OR Produced Identification
Type of Identification Produced _____

Signature of Notary Public:_____
Commission Expires:

Notary Seal:

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTH 1/2 OF GOVERNMENT LOTS 2 AND 3, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 3, SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THENCE NORTH 89°45'17" WEST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 426.43 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 89010-2555, DATED 11-30-92; THENCE SOUTH 18°59'53" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE

OF 542.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 18°59'53" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 275.41 FEET; THENCE NORTH 74°07'27" EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 305.00 FEET; THENCE NORTH 15°52'33" WEST, A DISTANCE OF 275.00 FEET; THENCE SOUTH 74°07'27" WEST, A DISTANCE OF 320.00 FEET TO AN INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 AND THE POINT OF BEGINNING.

CONTAINING 85,937 SQUARE FEET, OR 1.97 ACRES, MORE OR LESS.
PCN 32-37-41-000-000-00011-0

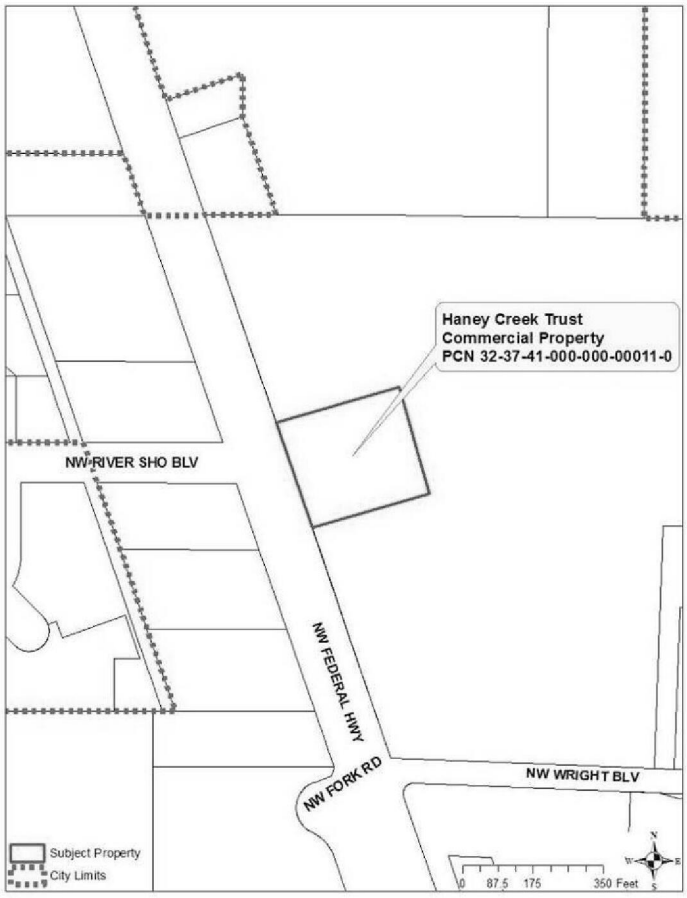


EXHIBIT B

DEVELOPMENT CONDITIONS
ORDINANCE NO. 2421-2020

Approved Plans*

1. Exhibit D is a "prototype" site plan intended to depict the project's minimum perimeter buffer areas, or conversely the project's maximum development envelope for hardscape (i.e.: building, drive isles, parking, etc.). The exact size and location of the building(s) and parking are not fixed but rather will be determined by code based upon the demands of the ultimate use. Other elements of the plan, such as the location of the entrance and off-site roadway improvements are intended to be constructed generally as shown, dependent upon the use and FDOT requirements.

Permitted and Prohibited Uses*

2. Permitted uses shall include:
   All uses permitted within the Urban District (Section 3.03.03) of the City's Land Development Code
   - Any retail business or retail service establishment, including shops for making articles of an artisanal use to be sold on the premises, provided such manufacturing is incidental to the retail business or service;
   - Bakeries, wholesales or commercial bakery warehouses;
   - Business and professional offices;
   - Child care facilities;
   - Commercial uses not specifically set forth above, but which are determined compatible by the City Commission at the time of lease assignment.
   - Enclosed storage and sales of lumber and building materials;
   - Restaurants (general or convenience);
   - Technical schools, or private elementary, middle, or high school;
   - Veterinarian office (with or without kennels);

3. Prohibited uses shall include, but not be limited to the following:
   - Adult businesses;
   - Automotive repair, inclusive of bodywork and painting;
   - Bar, cocktail lounges, pubs;
   - Boat manufacturing/sales/rental.
   - Churches;
   - Dry cleaners;
   - Gasoline or other motor fuel stations;
   - Mortuaries;
   - Vehicle sales/rental;

Prior to Issuance of Site Permits

4. Civil plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.

5. City of Stuart Utilities shall serve the site. Civil engineer to confirm access and connection requirements to existing 6-inch force main east of U.S. 1 and 12 inch water main west of U.S. 1.

6. A traffic study per LDC Section 4.05.02 shall be conducted. Florida Department of Transportation Turnout and Signalization Permit shall be applied for and necessary requirements may include relocation of existing improvements and dimensional changes to the turnout and right-hand deceleration lane shown on Exhibit D. In this regard, the developer (lessee) shall be responsible for all design and permitting, as well as the costs of all required improvements.*

7. An environmental assessment report and if necessary, copies of correspondence with applicable state and federal agencies, per LDC Section 5.02.00 shall be submitted.

8. Minimum development setbacks for the off-site wetlands are 55 feet (50 foot upland buffer plus 5 foot construction easement), as depicted on Exhibit D.*

9. A tree survey and tree mitigation requirements in accordance with LDC Section 5.05.00 (Trees) shall be provided. This information shall, at a minimum, include: a) field-flag, identify, and account for all specimen trees located in the proposed developed portion of the site to allow for field review of the tree survey; and b) detailed impact and mitigation calculations.

10. A detailed clearing and earthwork limits plan with NPDES permit, silt and erosion control will be required prior to approval of site engineering plans.

11. Plans depicting architectural and site design features in accordance with LDC Section 6.05.00 (Commercial Development Standards) shall be submitted during site plan review. In addition, these plans shall be in compliance with the architectural requirements in LDC Sections 3.01.04.A (Building walls), 3.01.04.B (Roofs and gutters), 3.01.04.D (Windows and doors), and 3.01.04.N (Screens).*

12. Parking spaces shall be 10 feet in width and 18 feet in length, with the exception of required handicapped spaces which shall meet applicable Florida Accessibility Code standards.*

13. A lighting plan in accordance with LDC Sections 3.01.04.J and 6.07.00 shall be submitted during site plan review.

14. All other applicable regulatory agency permits shall be obtained by the applicant and copies provided to the City prior to the issuance of certificates of occupancy.

Landscaping

15. A landscape plan, designed in accordance with LDC Sections 3.01.03.G and 6.04.00 shall be submitted as part of the site permit review. Landscaping shall be 120% of what is required by Section 6.04.00. All landscape plant materials shall be native.*

16. Transitions between outside edges of pavement/curb and natural grades may not exceed 4:1 slopes planted with native species per #15 above, or retaining walls to minimize native upland disturbances, or a combination of methods to minimize disturbance and maximize cost-effectiveness of transitions from developed area to preserve areas outside the site boundary.*

17. All landscape areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.

18. The developer (lessee) shall agree to connect to the City of Stuart's irrigation re-use water system when it becomes available to the site.*

19. The landscaper of record shall certify that all trees and/or landscape material meet the approved landscape plan prior to installation.

20. A landscape maintenance plan, executed in accordance with the LDC, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.

21. "Hat racking" of trees is prohibited on the property.

Development and Construction

22. The building's design shall qualify, at a minimum, for a 40% rebate in building permit fees and plan review fees in accordance with City of Stuart Code of Ordinances, Chapter 10, Article 1, Section 10-6, Efficient Building Development.*

23. All stormwater from developed portions of the site shall meet City and SFWMD water quality treatment standards prior to any volume discharge to off-site wetlands per the pre-development drainage pattern. The prototype site plan assumes 50% rainfall capture by pervious pavement and 100% exfiltration of the remainder necessary to meet water quality treatment prior to discharge off-site via spreader swales to wetlands.*

24. Any stormwater retention areas shall be designed using Low Impact Development (LID) techniques as described in the University of Florida's IFAS Extension publication "LID Practices: Integrating Wetlands & Enhancing Stormwater Basins".*

25. All fill beneath pavement must be compatible with use of pervious pavement for all parking stalls and catch basins with exfiltration trenches beneath impervious pavement in driving aisles.*

26. Construction activity shall be limited from 7:00 am to 6:00 pm Monday - Saturday.*

27. Water trucks shall be provided by the developer (lessee) as necessary during construction in order to reduce dust generated on-site.*

28. Fencing shall be installed along the northern, eastern, and southern property lines and shall consist of a four foot high, black vinyl-coated chain-link with slats (separate permit required).*

29. Signage shall be appropriately permitted and constructed in compliance with LDC Sections 3.01.04.O and 6.11.00. Monument sign should be located in general location indicated in Exhibit D.*

30. City of Stuart will accept dedication and maintenance of a duplex grinder lift station to be located per final site plan.*

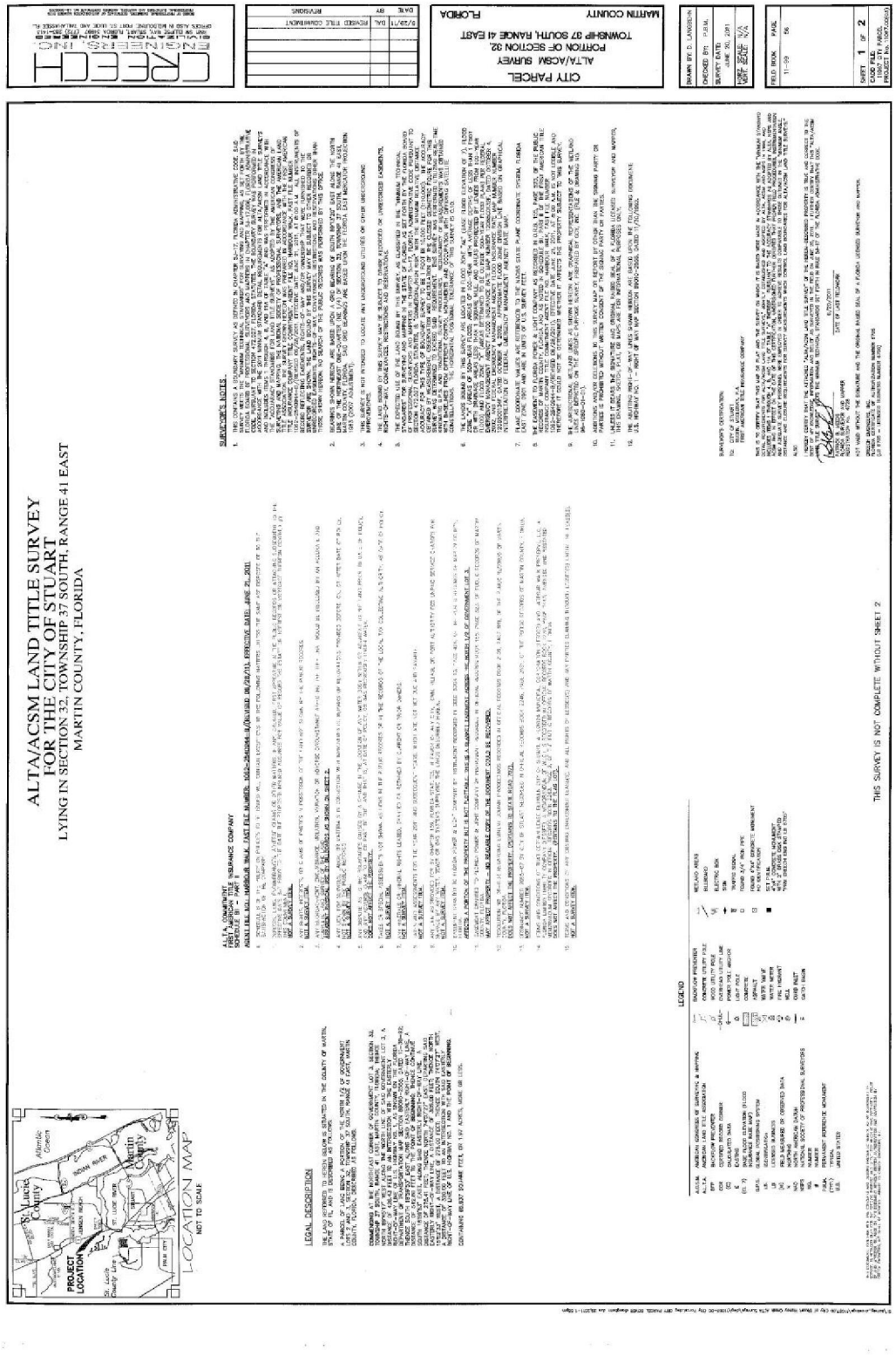
31. Required solid waste collection devices shall be located in the rear (eastern) half of the lot and screened from public right-of-way. Exact location shall be approved by the Department of Public Works.*

Timetables

32. The project shall obtain certificates of occupancies no later than January 1, 2023.

NOTE: Conditions with an * are specific to the site and may go above and beyond standard code requirements.

EXHIBIT C - BOUNDARY SURVEY



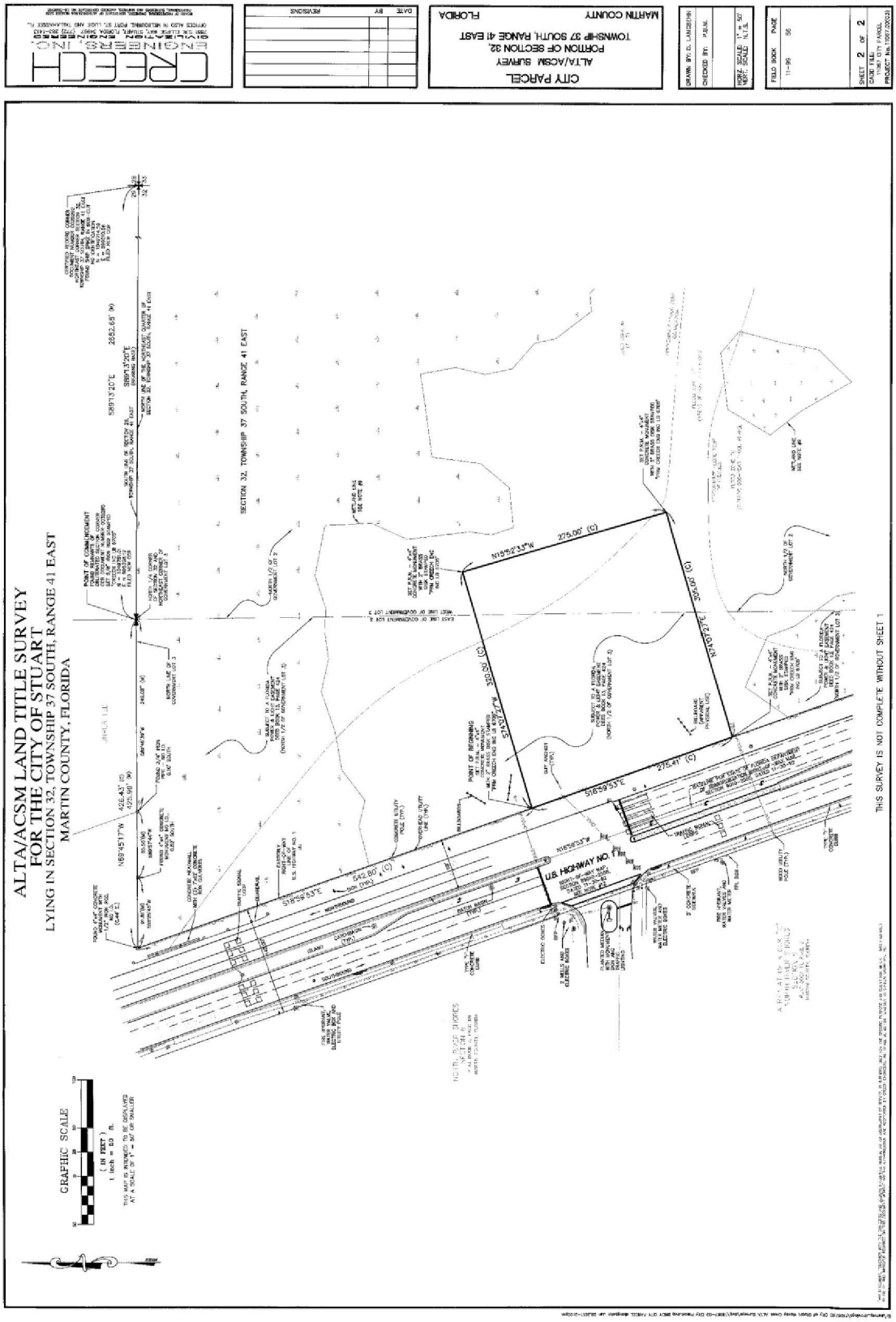
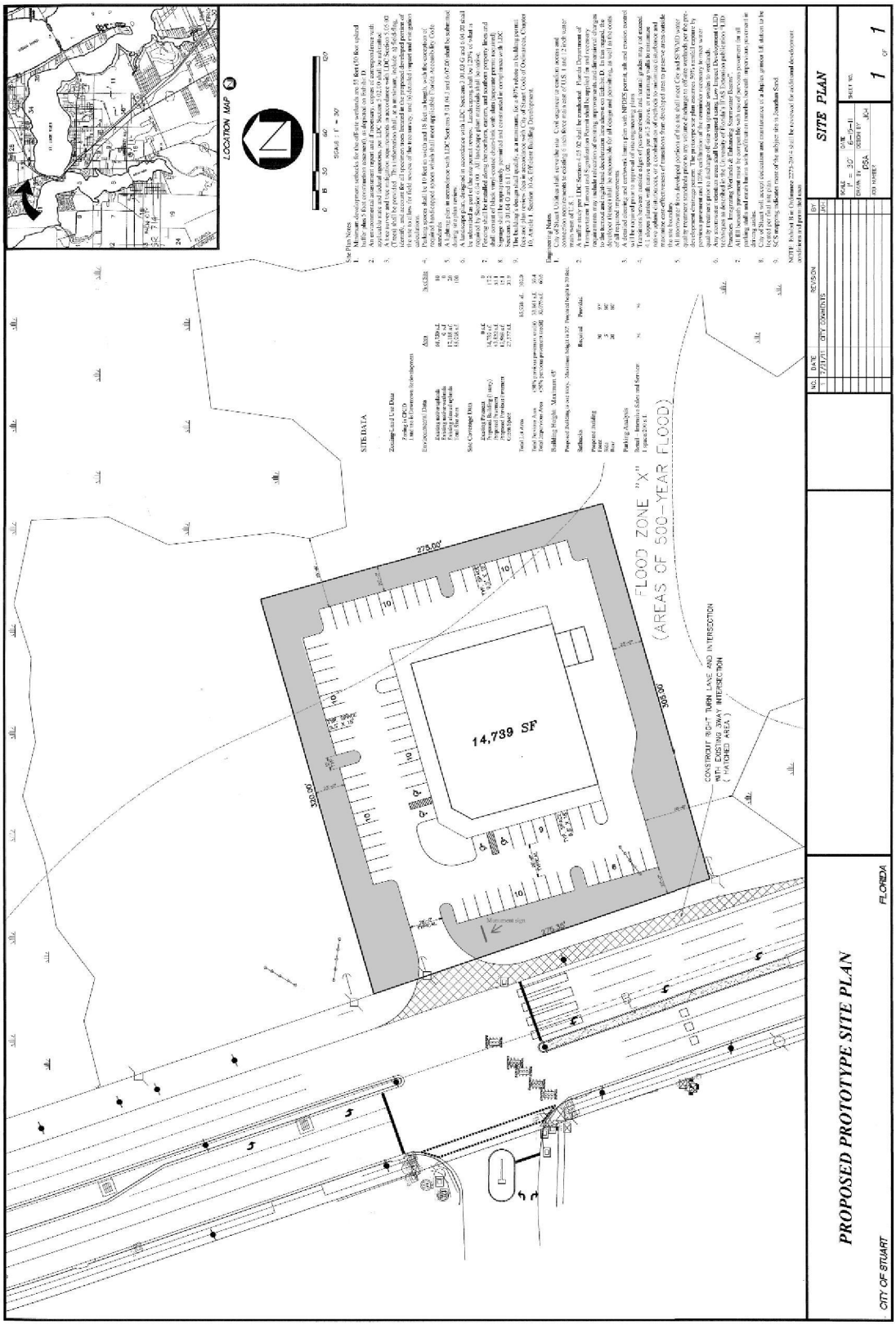

ALTA/ACSM LAND TITLE SURVEY
FOR THE CITY OF STUART
LYING IN SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST
MARTIN COUNTY, FLORIDA
SECTION 32, TOWNSHIP 37 SOUTH, RANGE 41 EAST
U.S. HIGHWAY NO. 1
POINT OF BEGINNING
POINT OF COMMENCEMENT
GRAPHIC SCALE
THIS SURVEY IS NOT COMPLETE WITHOUT SHEET 1
CITY PARCEL
ALTA/ACSM SURVEY
PORTION OF SECTION 32,
TOWNSHIP 37 SOUTH, RANGE 41 EAST
MARTIN COUNTY
FLORIDA
CREECH
ENGINEERS, INC.
SURVEYING DEPARTMENT
SHEET 2 OF 2

EXHIBIT D – PROTOTYPE PLAN



April 10, 2020

LETTER OF INTENT

Lessor:	City of Stuart 121 SW Flagler Avenue Stuart, FL 34994
Lessee:	Land America, LLC
Property:	1.97 acres within parcel I.D. # 32-37-41-000-000-00011-0 with an address of 1001 NW Federal Highway, Stuart, Florida
Ground Lease Rate & Term:	$24,000 per year for 99 Years, Rate shall increase 5% every 5 years. This Lease shall be a "Triple Net Lease", any and all expenses incurred in connection with the Property or the operations thereon, including but not limited to all taxes, assessments, and insurance premiums shall be paid by Lessee with no form of contribution of any type from Lessor.
Option to Purchase:	Prior to the end of the Inspection Period Lessor and Lessee, shall agree to terms of a Lessee's option to purchase the Property.
Earnest Money:	Upon execution of a definitive Lease ("Lease"), Lessee shall deposit $5,000 cash ("Deposit") with Doug Marek, P.A. ("Escrow Agent"). Upon expiration of the Inspection Period (as defined herein) Lessee shall deposit an additional $5,000 cash ("Second Deposit"), and at which time the Deposit and Second Deposit will be applicable to the Rent and non-refundable unless the Lease is terminated as a result of Lessor's default, failure to deliver possession of the Property, condemnation of the Property, or failure of any other condition of the Lease, in which event the Deposit will be returned to the Lessee.
Inspection Period:	Lessee shall have a period of 90 days from the execution of the Lease to inspect the Property and complete other due diligence to determine in Lessee's sole discretion if the Property is suitable for Lessee's Intended Use. Lessee may elect to extend the Inspection Period an additional 30 days if, pursuant to a Phase 1 Environmental Site Assessment, a Phase 2 Environmental Site Assessment is necessary. Lessee may elect to terminate the Lease at any time during the Inspection Period for any reason or no reason, and Escrow Agent shall return the Deposit to Lessee.
Governmental Approval Period:	Upon determination of a specific use, fast track site plan approval can be accomplished within 60 days. Building permit applications are typically processed in under a week. Water, sewer and all essential utilities are immediately available to the site.

101 Pineapple Grove Way, Suite 200, Delray Beach, FL 33444 – Phone (561) 330-7000 – Fax (561) 330-7001

Rent Commencement: 30 Months after the execution of the Lease or upon Lessee's receipt of a Certificate of Occupancy, whichever happens first. The Rent Commencement and all Deposits are contingent upon Lessee obtaining Governmental Approvals ~~and Lessor delivering Property backfilled, compacted, graded with curb cuts and improved with water, sewer, electricity, and gas utilities pursuant to Lessee's permitted construction documents~~.

Lessor Cooperation: Lessor shall provide Lessee with all information in its possession pertaining to the Property that may assist Lessee's due diligence, including any as-built utility, drainage, grading and paving plans, surveys, title policies, soils report, environmental reports, engineering reports and permits affecting the Property. Lessee shall have the right to assign the Lease without the consent of Lessor. Lessor shall cooperate to the extent necessary in obtaining the Governmental Approvals required by Lessee.

Adjustments and Prorations: All liens and assessments against the Property as of the execution of the Lease shall be paid in full by Lessor. Lessee shall pay the title search, examination and the premium for the Leasehold title insurance policy, the cost of recording, site plan and zoning approval costs.

Deposits: All Deposits shall be considered prepaid rent.

Recourse: This letter of intent is not intended to impose a legally binding obligation on either Lessor or Lessee, except for Confidentiality. Any obligation shall arise only when and if, the parties execute the Lease to be drafted by Lessee.

~~Confidentiality: This Letter of Intent is confidential, neither Lessor nor Lessee shall divulge the content or existence of this Letter of Intent.~~

Land America, LLC

By: *Brian Zolotor* - Brian Zolotor - Authorized Representative

ACCEPTED AND AGREED:

_____ Alaina Knofla
Signature Procurement Analyst

_____
Date



CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 4/27/2020 **Prepared by:** David Dyess, City Manager

Title of Item:

COVID-19 DISCUSSION ON NEXT STEPS

Summary Explanation/Background Information on Agenda Request:

This item is a place holder in the event of new state direction on Executive Order 20-91 (Safer At Home) that is due to expire on April 30th and/or on reopening recommendations that are anticipated to be released prior to our commission meeting.

Current City Listed Restrictions (runs with City State of Emergency):
Manager Order 01-20
SECTION 1. City Hall shall continue operations in a limited matter. Payments and submittals shall be accepted by telephone as well as electronic means.

SECTION 2. Dedicated parking places can be made available for food establishments to provide curbside pickup at all City of Stuart restaurants.

SECTION 3. The three-hour parking restriction in the downtown Stuart area is hereby suspended until the expiration of the Local Emergency or further order of the City Commission.

SECTION 4. All athletic fields are hereby closed.

SECTION 5. All special events are cancelled/revoked, and no new permits will be issued until the expiration of the local state of emergency.

SECTION 6. A-frame signage is allowed for advertising of open establishments.

SECTION 7. The 10th Street Center is closed to the public and all child programming is cancelled.

SECTION 8. Shepard's park ramp will be closed at sunset on Friday until sunrise on Monday for as long as Martin County boat ramps remain closed beginning at dusk on March 27, 2020.

Manager Order 02-20
SECTION 1. City Hall shall continue operations in a limited matter. Payments and submittals shall be accepted by telephone as well as electronic means.

SECTION 2. Deferment of Downtown on street dining fees.

SECTION 3. Closure of public access to the anchorage marina.

SECTION 4. Closure of playground equipment throughout the city.

SECTION 5. Basketball and tennis courts throughout the city limited to no more than 2 players at a time per court

Funding Source:

N/A

Recommended Action:

Discuss, Deliberate and Give Staff Direction