City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION
OCTOBER 12, 2026
AT 4:00 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Eula R. Clarke
Commissioner Laura Giobbi
Commissioner Merritt Matheson
Commissioner Sean Reed
Commissioner Campbell Rich

ADMINISTRATIVE

City Manager, Michael J. Mortell
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel

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

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

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

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - FLORIDA ARTS & DANCE COMPANY, STUDENT PERFORMANCE

PROCLAMATIONS

2. DOMESTIC VIOLENCE AWARENESS MONTH - OCTOBER 2026

3. 26TH ANNUAL BIBLE READING MARATHON - OCTOBER 2-6, 2026

4. E-WASTE DAY - OCTOBER 14, 2026

5. FLORIDA CITY GOVERNMENT WEEK - OCTOBER 19–25, 2026

PRESENTATIONS

6. SERVICE AWARDS - OCTOBER

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

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

APPROVAL OF CONSENT CALENDAR

7. APPROVAL OF 09/28/2026 CCM MINUTES (RC)

8. FACSIMILE SIGNATURE BANK UPDATE (RC):

RESOLUTION No. 84-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE USE OF FACSIMILE SIGNATURES ON CHECKS ISSUED BY THE CITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

9. FPL EASEMENT ON GUY DAVIS COMMUNITY PARK (RC):

RESOLUTION No. 77-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT BETWEEN THE CITY OF STUART, FLORIDA, AND FLORIDA POWER & LIGHT ("FPL") FOR RELOCATION OF UTILITY POLES AT GUY DAVIS COMMUNITY PARK; PROVIDING FOR A FURTHER EXTENSION OF THE EASEMENT TO THE SOUTH; SUPERSEDING AND DECLARING RESOLUTION NO. 27-2026 NULL AND VOID; RESCINDING ALL RESOLUTIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

10. GRANTWORKS CONTRACT AMENDMENT FOR FY2027 (RC):

RESOLUTION No. 79-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING AN AMENDMENT AND EXTENSION TO A GRANT WRITING SERVICES CAGREEMENT WITH GRANTWORKS, INC.; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

11. **APPLICATION WITHDRAWN:** DEED OF DEDICATION - 300 SW DIXIE HWY - T2A HOLDINGS (RC):

RESOLUTION No. 53-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ACCEPTING A DEED OF DEDICATION FROM T2A HOLDINGS LLC FOR RIGHT-OF-WAY AND SIDEWALK PURPOSES ALONG SW DIXIE HIGHWAY; PROVIDING FOR PARKING RELIEF AND ZONING AND LAND USE CALCULATION CREDIT, AND A TEMPORARY CONSTRUCTION LICENSE; AUTHORIZING EXECUTION AND RECORDATION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

12. **APPLICATION WITHDRAWN:** DEED OF DEDICATION - 310 SW DIXIE HWY - MISHERDAN LLP (RC):

RESOLUTION No. 54-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ACCEPTING A DEED OF DEDICATION FROM MISHERDAN LLP FOR RIGHT-OF-WAY AND SIDEWALK PURPOSES ALONG SW DIXIE HIGHWAY; PROVIDING FOR PARKING RELIEF AND ZONING AND LAND USE CALCULATION CREDIT, AND A TEMPORARY CONSTRUCTION LICENSE; AUTHORIZING EXECUTION AND RECORDATION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

DISCUSSION AND DELIBERATION

13. COMMISSIONER SALARY DISCUSSION

14. ELECTRONIC PUBLIC RECORDS DISCUSSION

ADJOURNMENT

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

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

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

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

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

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 10/12/2026 **Prepared by:** Nina Mullin

Title of Item:
ARTS MOMENT - FLORIDA ARTS & DANCE COMPANY, STUDENT PERFORMANCE

Summary Explanation/Background Information on Agenda Request:
Student performance from the Nutcracker.

Funding Source:
N/A

Recommended Action:
Enjoy!

ATTACHMENTS:

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 10/12/2026 **Prepared by:** Susej Meleqi

Title of Item:
DOMESTIC VIOLENCE AWARENESS MONTH - OCTOBER 2026

Summary Explanation/Background Information on Agenda Request:
Domestic Violence Awareness Month, observed every October, is a time dedicated to raising awareness about the impact of domestic violence, supporting survivors, and promoting prevention efforts. It serves as a reminder that domestic violence affects individuals and families across all communities, regardless of age, gender, or background. Throughout the month, organizations, advocates, and communities come together to educate the public, provide resources, and encourage open dialogue to break the cycle of abuse. The observance also honors the strength and resilience of survivors while emphasizing the importance of collective action to foster safe, supportive, and violence-free environments.

Funding Source:
N/A

Recommended Action:
Issue Proclamation.

ATTACHMENTS:
1. Domestic Violence Month - October

City of Stuart, Florida

Proclamation

DOMESTIC VIOLENCE AWARENESS MONTH
OCTOBER 2026

Whereas, domestic violence is a serious, widespread issue that affects individuals in every community regardless of age, race, income, or education level, and leaves a lasting impact on survivors, families, and communities; and

Whereas, more than one in three women and one in four men in the United States have experienced physical violence, threats, or abuse from an intimate partner during their lifetimes. The effects of domestic violence extend beyond the immediate harm caused to survivors, impacting children, workplaces, health systems, and entire communities; and

Whereas, *Safety. Support. Solidarity*. is the theme for Domestic Violence Awareness Month 2026, uniting communities nationwide and here on the Treasure Coast in standing #WithSurvivors. SafeSpace is the only certified domestic violence center serving Martin, St. Lucie, and Indian River counties, providing lifesaving services such as 24/7 shelter, a confidential hotline, legal advocacy, children's programs, and financial empowerment to help survivors achieve safety and stability; and

Whereas, it is vital to recognize the importance of SafeSpace's work and to encourage community members, employers, faith leaders, and civic organizations to take action by raising awareness, learning the signs of abuse, and offering compassionate support to survivors.

NOW, THEREFORE, I, Eula R. Clarke, Mayor of the City of Stuart, Florida, do hereby proclaim October 2026 as **DOMESTIC VIOLENCE MONTH**. In witness whereof**,** I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 12th day of October, 2026.

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EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 10/12/2026 **Prepared by:** Susej Meleqi

Title of Item:
26TH ANNUAL BIBLE READING MARATHON - OCTOBER 2-6, 2026

Summary Explanation/Background Information on Agenda Request:
The Bible Reading Marathon is a community tradition dedicated to the public reading of Scripture, reminding participants of the importance of faith, unity, and reflection in daily life. For twenty-six years, this event has brought people of all ages and backgrounds together to read the Bible aloud continuously, honoring the enduring influence of God's Word in our nation and community. From October 2–6, 2026, the 26th Annual Bible Reading Marathon will once again invite residents to gather in fellowship, celebrate the freedom to worship, and share in the spiritual renewal that comes from hearing Scripture proclaimed.

Funding Source:
N/A

Recommended Action:
Issue Proclamation.

ATTACHMENTS:
1. 26th Annual Bible Reading Marathon - October

City of Stuart, Florida

Proclamation

26th ANNUAL BIBLE READING MARATHON
OCTOBER 2nd – 6th, 2026

Whereas, the Bible is a fundamental part of the American heritage and is the basis of our inalienable rights and it serves as the foundations of our laws, our national character, and our system of values; and

Whereas, President Ulysses S. Grant stated, "hold fast to the Bible as the sheet-anchor of your liberties" and President Abraham Lincoln called the Bible "the best gift God has given man," and historians credit President George Washington with identifying the United States as "One Nation under God,"; and

Whereas, the year 1990 was proclaimed by a Joint Congressional Resolution and Presidential Proclamation as the International Year of Bible Reading, and Bible Reading Week has been celebrated annually thereafter; and

Whereas, the Bible is the foundation for many blessings that we enjoy in the United States of America.

NOW, THEREFORE, I, Eula R. Clarke, Mayor of the City of Stuart, Florida, do hereby proclaim October 2nd – 6th, 2026 as the **26th ANNUAL BIBLE READING MARATHON**. In witness whereof**,** I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 12th day of October, 2026.

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EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 10/12/2026 **Prepared by:** Susej Meleqi

Title of Item:
E-WASTE DAY - OCTOBER 14, 2026

Summary Explanation/Background Information on Agenda Request:
Stuart recognizes the importance of protecting and preserving our natural resources and works to make the world a better place by adopting conscientious living habits that will improve our daily lives and bring about a cleaner, safer, and healthier environment. Stuart has undertaken many positive and successful waste reduction programs that have helped make Stuart one of Florida's recycling leaders, however, we can further reduce electronic waste (e-waste) and recycle even more electronics.

Funding Source:
N/A

Recommended Action:
Issue the Proclamation.

ATTACHMENTS:
1. E-Waste Day - October

City of Stuart, Florida

Proclamation

E-WASTE DAY
OCTOBER 14th, 2026

Whereas, the City of Stuart is committed to protecting our natural resources and promoting a cleaner, healthier community through responsible waste reduction, reuse, and recycling practices, including the proper handling of electronic waste (e-waste) which contains both valuable recyclable materials and components requiring careful disposal; and

Whereas, the City encourages residents to Reduce, Reuse, and Recycle whenever possible, following the message of Sammy Sailfish, our City's recycling mascot, who reminds our community that thoughtful choices about purchasing, using, reusing, and recycling make a significant difference in protecting our environment; and

Whereas, the City provides a convenient year-round E-Waste Collection Station at 601 Georgia Avenue for residents to properly dispose of rechargeable electronic devices, thereby recovering valuable materials, reducing landfill waste, and supporting responsible end-of-life management of electronic products; and

Whereas, National E-Waste Day serves as a vital opportunity to increase public awareness about the importance of properly managing unwanted electronics and to encourage participation from residents, businesses, schools, organizations, and community partners in responsible waste reduction and recycling practices.

NOW, THEREFORE, I, Eula R. Clarke, Mayor of the City of Stuart, Florida, do hereby proclaim October 14th, 2026 as the **E-WASTE DAY**. In witness whereof**,** I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 12th day of October, 2026.

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EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 10/12/2026 **Prepared by:** Susej Meleqi

Title of Item:
FLORIDA CITY GOVERNMENT WEEK - OCTOBER 19–25, 2026

Summary Explanation/Background Information on Agenda Request:
Florida City Government Week is an annual statewide observance led by the Florida League of Cities each October to highlight the important role municipal governments play in the daily lives of residents. The purpose of the week is to raise awareness about how city governments function, showcase the wide range of services they provide, and encourage greater civic engagement. In 2026, Florida City Government Week will be celebrated from October 19th - 25th.

Funding Source:
N/A

Recommended Action:
Issue Proclamation.

ATTACHMENTS:
1. City Government Week - October

City of Stuart, Florida

Proclamation

CITY GOVERNMENT WEEK
OCTOBER 19th – 25th, 2026

Whereas, city government is the government closest to most citizens and has the most direct daily impact upon its residents; and

Whereas, municipal government provides essential services and programs that enhance the quality of life of its residents and make the City of Stuart their home; and

Whereas, city government is administered for and by its citizens and depends upon public participation, commitment, and understanding of its many responsibilities; and

Whereas, City Government Week provides an important opportunity for the City Commission and City staff to educate residents about municipal government, recognize the contributions of municipal employees, and encourage greater civic engagement throughout the City of Stuart.

NOW, THEREFORE, I, Eula R. Clarke, Mayor of the City of Stuart, Florida, do hereby proclaim October 19th – 25th, 2026 as **CITY GOVERNMENT WEEK**. In witness whereof**,** I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 12th day of October, 2026.

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EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 10/12/2026 **Prepared by:** Diana Miranda-Cave

Title of Item:
SERVICE AWARDS - OCTOBER

Summary Explanation/Background Information on Agenda Request:

Mary Kindel	City Hall	25 years
Jonathan Huneycutt	Fire Rescue	20 years
Devon Taylor	Police Dept.	10 years

Funding Source:
General Fund

Recommended Action:
Present Awards

ATTACHMENTS:

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 10/12/2026 **Prepared by:** Nina Mullin

Title of Item:
APPROVAL OF 09/28/2026 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:
N/A

Funding Source:
N/A

Recommended Action:
Approval of Minutes.

ATTACHMENTS:
1. 09/28/2026 CCM Minutes

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
SEPTEMBER 28, 2026
AT 5:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

Mayor Eula R. Clarke
Commissioner Laura Giobbi
Commissioner Merritt Matheson
Commissioner Sean Reed
Commissioner Campbell Rich

ADMINISTRATIVE

City Manager, Michael J. Mortell
City Attorney, Lee J. Baggett
City Clerk, Mary R. Kindel

ROLL CALL

5:30 PM

PRESENT: Mayor Clarke, Commissioner Matheson, Commissioner Reed, Commissioner Rich
ABSENT: Commissioner Giobbi

INVOCATION

Pastor James Harp of Stuart Alliance Church delivered the Invocation.

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

Commissioner Rich

- Welcomed Mr. Michael Mortell back to the City of Stuart as City Manager.

Mayor Clarke

- Commented that she has contacted the Police Department to look into vandalism of City property and asked the public to report anything they witness.
- Announced the passing of Ronald Corbin, a tribute and memorial will be held on Sunday, October 4, 2026, at 3:00 p.m. at the Lyric Theatre.
- Requested to move Item #8, the Polk Hotel, up on the agenda, just after the approval of

the consent calendar.

COMMENTS BY CITY MANAGER

City Manager Mortell

- Reported that the Commission adopted the Final Budget via Resolution No. 69-2026 on September 14, 2026, and that due to the Millage Rate adjustment, the numbers included in the Final Budget Resolution were not reflected correctly. The Resolution has been revised to Resolution No. 69-2026(A) to provide the corrected budget numbers.
- Commented on the impact of Amendment 3, if passed in November, would not affect the budget until FY28.
- Provided a brief history of the current City of Stuart-owned building leases, will be brought back as an agenda item in the future.

APPROVAL OF AGENDA

5:42 PM MOTION: Approve moving Item #8 to proceed Item #2 in the agenda.
MOVED BY: Campbell Rich
SECONDED BY: Merritt Matheson
Motion approved unanimously.

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

1. David Kehlman - Stuart; Thanked Mike for meeting with him today and stated the maintenance of the creeks needs to be addressed.
2. Warren Driscoll- Stuart; Asking to amend Appendix A to ensure the towing rates reflect the same rates as Martin County.
3. Joan Seaman - Stuart; Commented on the community and how great it is, thanked Jessica for de-escalating her complaint. Stated how upset she is about the noise from music at the Guy Davis park. Questioned the ability to do a decibel check.
4. Rod Peterson - Stuart; Expressed his concern about the Stypmann drainage project and other flooded areas.
5. Albert Brinkley - Stuart; Commented that he grew up in the area he currently lives in, and reported the floods that occur in his area.
6. Lewis Leonard - Stuart; Commented on the flood that occurs on his property.
7. Michael Ponte - Jensen Beach; President of Martin County Realtor Assoc., spoke about the Zoning in Progress (ZIP) that took place in 2024 and asked for an investigation.
8. Walter Oden - Sag Harbor; Requested to repeal Ordinance 2539-2024 (ZIP), and address the legal issue, and bring it back at the next commission meeting.
9. Caryn Hall Yost-Rudge - Stuart; Spoke about her case and read into the record sections of Minutes from SCM 01/20/2009.
10. Kodey Johnson - Stuart; Introduced East Stuart Heritage Initiatives and what they stand for, spoke on different events they are holding. Asked the City to partner with his group.
11. Janine Alexander - Gainesville; Spoke on her case and provided a subpoena that was served to Mike.
12. Kim Coffey - Riviera Beach; Made a statement that he served papers to Mr. Mortell and his wife on behalf of Janine Alexander.

APPROVAL OF CONSENT CALENDAR

1. APPROVAL OF 09/09/2026 SCM - TENTATIVE MILLAGE & TENTATIVE BUDGET, 09/14/2026 SCM - FINAL MILLAGE & FINAL BUDGET, 09/14/2026 CCM MINUTES

END OF CONSENT CALENDAR

6:14 PM MOTION: Approve.
MOVED BY: Campbell Rich
SECONDED BY: Merritt Matheson
Motion approved unanimously.

ORDINANCE SECOND READING

8. POLK STREET HOTELS, INC. (AKA FAIRFIELD INN HOTEL) AMENDMENT TO THE OFFICIAL ZONING ATLAS (REZONE) (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2537-2026; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP TO REZONE A 0.33-ACRE PARCEL WHICH IS LOCATED AT 255 SW 6TH STREET FROM THE URBAN WATERFRONT ZONING DESIGNATION TO THE URBAN HIGHWAY ZONING DESIGNATION; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Lee Baggett, City Attorney, provided the history of the item and clarification pertaining to the vote of the original Second Reading. The Minutes of the February 10, 2025, CCM reflected a scrivener's error of a passed motion with a 3/1 vote; however, the names of all Commissioners were listed, noting that the actual vote passed with a 3/2 vote. Mr. Baggett read Section 11.01.09(j)(6) Land Development Code and stated it must be followed in order to move forward with the item to include the specific reasons for denial; this Second Reading is considered a "re-do" of the reading.

Commissioners provided their exparte communication.

City Attorney Baggett swore in four (4) people — Jodi Kugler, Development Director, Jared Gaylord, Applicant Representative, Nimesh Patel, Owner, and Vishal Patel, Owner.

Jodi Kugler, Development Director, presented public notice, project location, future land use, existing zoning, proposed zoning, public hearing at the LPA and CRB, and staff recommendation. .

Jared Gaylord, Applicant Representative, presented the surrounding neighborhood, aerial photos, photos of the property, survey, unity of title, existing City of Stuart zoning map, Urban Highway and Urban Waterfront description, timeline, and provided a brief

description of the rezoning standards.

Commissioners discussion included the height, the shoreline, maintenance of mangroves, stormwater management and zoning requirements.

PUBLIC COMMENT:

1. Ryan Strom - Stuart; Stated he was a Board Member for the Local Planning Agency for 18 years and was on the Board when this item passed; recommends the City pass this Ordinance.

Ms. Kugler stated for the record that a letter was received from Nik Schroth in support of this project.

6:56 PM MOTION: Approve.
MOVED BY: Campbell Rich
SECONDED BY: Merritt Matheson
VOTE: Motion passed 3/1.
YES: Eula Clarke, Campbell Rich, Merritt Matheson
NO: Sean Reed

COMMISSION ACTION

2. WRF HEADWORKS REHABILITATION PHASE 2 - ITB 2026-105 (RC):

RESOLUTION No. 61-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF ITB 2026-105 (055002), CITY OF STUART WRF HEADWORKS REHAB PHASE 2 PROJECT TO LAWRENCE LEE CONSTRUCTION SERVICES, INC. AS THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF $3,032,000; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Attorney Baggett provided a timeline of the item and described how they selected the contractor.

Commissioner Reed asked if this is the same contractor that did Phase 1. [Mr. Kunen, Utilities and Engineering Director, replied it is not.]

7:02 PM MOTION: Approve.
MOVED BY: Campbell Rich
SECONDED BY: Merritt Matheson
Motion approved unanimously.

3. INTERIM CITY MANAGER APPOINTMENT AND AIHC INCREASE FOR J CHRULSKI (RC):

RESOLUTION No. 71-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPOINTING JAMES CHRULSKI, COMMUNITY SERVICES DIRECTOR, AS INTERIM CITY MANAGER; AUTHORIZING AN INCREASE IN COMPENSATION TO THE DEPARTMENT

DIRECTOR ACTING IN A HIGHER CAPACITY AS INTERIM CITY MANAGER; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Attorney Baggett provided an explanation of the item.

7:07 PM MOTION: Approve.
MOVED BY: Merritt Matheson
SECONDED BY: Campbell Rich
VOTE: Motion passed 3/1.
YES: Eula Clarke, Campbell Rich, Merritt Matheson
NO: Sean Reed

4. ROAD CLOSURE FOR THE ANNUAL VNA STUART CHRISTMAS PARADE (RC):

RESOLUTION No. 76-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A ROAD CLOSURE FOR THE ANNUAL VISITING NURSE ASSOCIATION'S STUART CHRISTMAS PARADE ON FRIDAY, DECEMBER 4, 2026, BEGINNING AT THE S.E. MONTEREY ROAD TRAVELING WEST ON S.E. OCEAN BLVD TO GEORGIA AVE INTERSECTION; AUTHORIZING THE CITY MANAGER OF THE CITY OF STUART TO SIGN THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMIT FOR THE TEMPORARY CLOSING OF A STATE ROAD; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

7:09 PM MOTION: Approve.
MOVED BY: Campbell Rich
SECONDED BY: Merritt Matheson
Motion approved unanimously.

5. PAYMENTUS CONTRACT AMENDMENT (RC):

RESOLUTION No. 78-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A CONTRACT AMENDMENT WITH PAYMENTUS CORPORATION FOR ACCEPTING ONLINE PAYMENTS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Brief Commission discussion took place on online services, the transition period, and utility billing.

7:10 PM MOTION: Approve.
MOVED BY: Campbell Rich
SECONDED BY: Merritt Matheson
VOTE: Motion passed 3/1.
YES: Eula Clarke, Campbell Rich, Merritt Matheson
NO: Sean Reed

6. NON-EXCLUSIVE LICENSE & LICENSE AGREEMENT TO THE STUART MAIN STREET ASSOCIATION, INC. (RC):

RESOLUTION No. 80-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING A NON-EXCLUSIVE LICENSE AND LICENSE AGREEMENT TO THE STUART MAIN STREET

ASSOCIATION, INC. A DESIGNATED 501(c) ORGANIZATION, FOR THE OPERATION OF A WEEKLY OUTDOOR MARKET PLACE FOR SALES TO THE GENERAL PUBLIC; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Manager Mortell, provided a brief history on the item. Commissioners' discussion included revenue, how many and what type of vendors, and more circulation of notices of events throughout the City.

7:21 PM MOTION: Approve.
MOVED BY: Merritt Matheson
SECONDED BY: Campbell Rich
Motion approved unanimously.

7. ESTABLISHMENT OF A COMMITTEE FOR THE PURPOSE OF RANKING ENVIRONMENTAL LANDS FOR ACQUISITION (RC):

RESOLUTION No. 82-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE ESTABLISHMENT OF AN ENVIRONMENTAL LANDS ACQUSITION COMMITTEEE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Ruth Holmes, Environmental Attorney, gave a detailed explanation of the Environmental Lands Acquisition within Martin County. Stated she looked at other local governments and created the committee's criteria based on what she saw fit for the City. The seven-member committee is to consist of 7 appointees; one from each Commissioner, one at large member, recommended an Environmental Scientist, and one at large member recommended as a current Licensed Florida Realtor. Ms. Holmes further explained the role of the committee being to screen properties for acquisition with certain criteria and provided various committee name options, and explained the initiative.

Commissioner discussion included the necessity of the committee and added language in the Resolution to ensure that properties under litigation not be considered.

PUBLIC COMMENT:

1. Caryn Hall Yost-Rudge - Stuart; Commented that she is concerned about a property on Palm City Road being added to the listing.

7:49 PM MOTION: Approve Resolution No. 82-2026 with use of the SALT Acronym to describe the program "Stuart's Sustainable Acquisitions of Lands for Tomorrow."
7:52 PM MOTION AMENDED: Add that properties under current litigation would not be considered.
MOVED BY: Merritt Matheson
SECONDED BY: Sean Reed
Motion approved unanimously.

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

9. BACKYARD CHICKENS QUESTIONNAIRE

Jim Chrulski, Community Services Director, presented the survey and City Manager Mortell provided the history of the item.

Commissioners' discussion included, who should receive the questionnaire, the cost of door hangers, the use of utility account numbers, adding a question, "Would you be willing to participate in a pilot program?", narrowing other questions, and making it a two-phase survey.

PUBLIC COMMENT:

1. Amber DiAngelo - Palm City; Commented on the pilot program; in favor of the chickens.
2. Caryn Hall Yost-Rudge - Stuart; Suggested neighborhood community policing the chickens.
3. Bonnie Moser - Stuart; Spoke on a personal story, survey looks good, thinks it's a great idea about asking your neighbor (questioned what is a neighbor), in support of the pilot program.

City Manager Mortell confirmed the final survey will be brought back at the October 26th CCM meeting.

ADJOURNMENT

8:30 PM

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

Minutes to be approved at the Regular Commission Meeting this 12th day of October, 2026.

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 10/12/2026 **Prepared by:** Susej Meleqi

Title of Item:
FACSIMILE SIGNATURE BANK UPDATE (RC):

RESOLUTION No. 84-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE USE OF FACSIMILE SIGNATURES ON CHECKS ISSUED BY THE CITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
Update: Resolution No. 01-2026 was adopted on January 12, 2026 authorizing signature authority to Mayor Christopher Collins. Upon his resignation in April 2026, Resolution No. 38-2026 updated the facsimile signature authorization to Mayor Sean Reed on May 11, 2026. The current Mayor, Eula R. Clarke, is now serving in the office, necessitating an additional update to the authorized signatory to reflect the current Mayor. A motion for Ms. Clarke to be Mayor was made at the 08/24/2026 Regular City Commission Meeting.

Funding Source:
N/A

Recommended Action:
Approve Resolution 84-2026.

ATTACHMENTS:
1. R84-2026 Facsimile Signature Bank
2. R84-2026 Attachment_Signatures w Watermark

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 84-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE USE OF FACSIMILE SIGNATURES ON CHECKS ISSUED BY THE CITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * * * *

WHEREAS, it is expedient that the City utilize a facsimile signature of the Mayor and City Clerk on checks issued by the City and drawn upon funds of the City on deposit with the Seacoast National Bank and Trust.

WHEREAS, Resolution No. 01-2026 was adopted on January 12, 2026 authorizing signature authority to Mayor Christopher Collins. Upon his resignation in April 2026, Resolution No. 38-2026 updated the facsimile signature authorization to Mayor Sean Reed on May 11, 2026. The current Mayor as of August 24, 2026, Eula Clarke, is now serving in the office, necessitating an additional update to the authorized signatory to reflect the current Mayor.

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

SECTION 1: The City Commission hereby adopts the following facsimile signatures for the Mayor and City Clerk for use as authorized signatures on all checks issued by the City and drawn upon funds of the City on deposit at the Bank and all other institutions having on deposit funds of the City, and as attached hereto as "Exhibit A".

SECTION 2: A certified copy of this resolution shall be sent by the City Clerk via electronic mail

to the Bank and to all other institutions having on deposit funds of the City.

SECTION 3: This Resolution shall remain in effect and may be relied upon by the Bank and all other institutions having on deposit funds of the City until notice of its recession by the City Commission has been communicated to such bank and other institutions via electronic mail by the City Clerk.

SECTION 4: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
EULA R. CLARKE, MAYOR				
LAURA GIOBBI, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				
SEAN REED, COMMISSIONER				
CAMPBELL RICH, COMMISSIONER				

ADOPTED this ___ day of _____, 2026.

ATTEST:

_____
MARY R. KINDEL, MMC
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ.
CITY ATTORNEY



COPY



COPY

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 10/12/2026 **Prepared by:** Pinal Gandhi-Savdas

Title of Item:
FPL EASEMENT ON GUY DAVIS COMMUNITY PARK (RC):

RESOLUTION No. 77-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT BETWEEN THE CITY OF STUART, FLORIDA, AND FLORIDA POWER & LIGHT ("FPL") FOR RELOCATION OF UTILITY POLES AT GUY DAVIS COMMUNITY PARK; PROVIDING FOR A FURTHER EXTENSION OF THE EASEMENT TO THE SOUTH; SUPERSEDING AND DECLARING RESOLUTION NO. 27-2026 NULL AND VOID; RESCINDING ALL RESOLUTIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
The City of Stuart is undertaking improvements to Guy Davis Community Park. As part of the project, Florida Power & Light Company (“FPL”) is required to relocate existing utility poles and related utility facilities to accommodate the proposed park improvements.

The City Commission previously adopted Resolution No. 27-2026, authorizing an easement to FPL for the relocation, installation, operation, and maintenance of its utility infrastructure at the park.

During the continued coordination and design of the project, the easement area was revised to provide for a further extension to the south. The revised easement is necessary to accommodate the relocation of the utility poles and related facilities and to coordinate the FPL improvements with the City's planned park improvements.

Resolution No. 77-2026 authorizes the Mayor to execute a revised Easement Agreement between the City of Stuart and FPL for the relocation, installation, operation, and maintenance of utility poles and related facilities at Guy Davis Community Park.

The revised easement area, including the additional extension to the south, is depicted and legally described in Exhibit “A” to the resolution.

Because the easement area has been revised from the easement previously authorized, Resolution No. 77-2026 will supersede and repeal Resolution No. 27-2026 upon adoption.

Funding Source:
N/A

Recommended Action:
Motion to approve Resolution No. 77-2026.

ATTACHMENTS:
1. R77-2026 Easement with FPL_Guy Davis Community Park
2. R77-2026_Exhibit A_Guy Davis Park Park_FPL Easement Revised-Sketch and Legal
3. R27-2026_Executed (For Reference Only)

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 77-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT BETWEEN THE CITY OF STUART, FLORIDA AND FLORIDA POWER & LIGHT ("FPL") FOR RELOCATION OF UTILITY POLES AT GUY DAVIS COMMUNITY PARK; PROVIDING FOR A FURTHER EXTENSION OF THE EASEMENT TO THE SOUTH; SUPERSEDING AND REPEALING RESOLUTION NO. 27-2026; RESCINDING ALL RESOLUTIONS IN CONFLICT, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart is undertaking improvements at Guy Davis Community Park; and

WHEREAS, Florida Power and Light ("FPL") requires the relocation of existing utility poles and related facilities within the park to accommodate the planned improvements; and

WHEREAS, FPL requires the City to grant an easement to allow for the relocation, installation, operation, and maintenance of its utility infrastructure; and

WHEREAS, the City previously adopted Resolution No. 27-2026 authorizing an easement for the relocation of FPL utility poles and related facilities at Guy Davis Community Park; and

WHEREAS, the easement area previously authorized under Resolution No. 27-2026 has been revised to provide for a further extension of the easement area to the south to accommodate the relocation, installation, operation, and maintenance of FPL's utility infrastructure and to facilitate the planned improvements at Guy Davis Community Park; and

WHEREAS, the revised easement is more particularly described and depicted in Exhibit "A," attached hereto and incorporated herein by reference; and

WHEREAS, the City Commission finds that granting the revised easement is in the best interest of the City and is necessary to facilitate improvements at Guy Davis Community Park; and

WHEREAS, the City Commission desires to authorize the Mayor to execute the revised Easement Agreement with FPL and to supersede and repeal Resolution No. 27-2026

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 Mayor to enter into and execute the Easement Agreement by and between the City of Stuart, Florida, and Florida Power & Light Company, granting an easement for the relocation, installation, operation, and maintenance of utility poles and related facilities at Guy Davis Community Park.

SECTION 2: The easement authorized by this Resolution includes the further extension of the easement area to the south, as depicted and legally described in Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 3: Upon adoption of this Resolution, Resolution No. 27-2026 is hereby superseded and repealed in its entirety. The easement authorized by Resolution No. 77-2026 shall replace the easement previously authorized by Resolution No. 27-2026.

SECTION 4: This Resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption.

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

	YES	NO	ABSENT	ABSTAIN
EULA R. CLARKE, MAYOR				
LAURA GIOBBI, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				
SEAN REED, COMMISSIONER				
CAMPBELL RICH, COMMISSIONER				

ADOPTED this ___ day of _____, 2026.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

FLORIDA POWER & LIGHT COMPANY
UTILITY EASEMENT (BUSINESS)

Prepared by:
Name: City of Stuart_
Street Address: 121 SW Flagler Ave
City, State, Zip Code: Stuart, FL 34994

Return to:
Florida Power & Light Company
_____
_____

Sec. 9, Twp 38, Rge 41
Parcel ID# 09-38-41-000-000-00020-1

[Reserved for Circuit Court]

The undersigned ("Grantor"), in consideration of the payment of $10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), with a mailing address of 700 Universe Blvd., Juno Beach, Florida 33408 a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described on Exhibit "A" attached hereto and made a part hereof ("Easement Area").

Together with the right for FPL to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with utility service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent Grantor has the power to grant, if at all, the rights of ingress and egress over, along, and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, Grantor has signed and sealed this easement on ____day of _____, 20_____.

Signed, sealed and delivered in the presence of:

_____
Witness Signature
Witness Print Name: _____
Post Office Address: _____
_____

_____
Witness Signature
Witness Print Name: _____
Post Office Address: _____
_____

Grantor:
[Insert Name of Business Entity]

By: _____
Print Name: _____
Print Title: _____
Post Office Address: _____
_____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____by_____as_____of _____, a_____, on behalf of the_____, ☐ who is personally known to me **OR** ☐ has produced _____ as identification, and who did (did not) take an oath.

(NOTARIAL SEAL)

Notary: _____
Print Name: _____
Notary Public, State of _____

My commission expires: _____

SKETCH & LEGAL DESCRIPTION
20' FPL UTILITY EASEMENT
A PORTION OF THE NORTHEAST ONE-QUARTER, SECTION 9, TOWNSHIP 38 SOUTH, RANGE 41 EAST
GUY DAVIS PARK, STUART, FLORIDA

LEGAL DESCRIPTION:

A 20 foot wide strip of land lying within Section 9, Township 38 South, Range 41 East, being a portion of Guy Davis Park, Stuart, Florida, PIN No. 09-38-41-000-000-00020-1, according to the Public Records of Martin County, Florida, said parcel being more particularly described as follows:

COMMENCE at the Northeast corner of Lot 2, THE CENTRE, according to the plat thereof, as recorded in Plat Book 11, Page 26, of the Public Records of Martin County;

THENCE on an assumed bearing of S 00°00'34" E along the East line of said Lot 2, a distance of 320.00 feet to the POINT OF BEGINNING;

THENCE N 89°59'26" E a distance of 20.00 feet to a line being 20.00 feet East of and parallel with the said East line of Lot 2;

THENCE S 00°00'34" E along the said parallel line a distance of 391.24 feet to the Northerly Right-of-Way line of South Dixie Highway;

THENCE N 42°01'19" W along the said Northerly Right-of-Way line of South Dixie Highway, a distance of 29.88 feet to the said East line of Lot 2;

THENCE N 00°00'34" W along the said East line of Lot 2, a distance of 369.04 feet to the POINT OF BEGINNING;

Said lands lying and situate in Stuart, Martin County, Florida, containing 7,630 square feet, more or less.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of Martin County.
3. Bearings shown hereon are in the Florida State Plane Coordinate System, North American Datum of 1983 (NAD 83).
4. The description contained herein and the attached sketch do not represent a Boundary Survey.

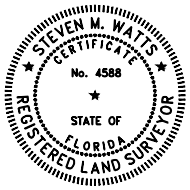
CERTIFICATE

CERTIFIED TO: City of Stuart

I, Steven M. Watts, do hereby certify that this Sketch and Description was done under my direct supervision and is accurate and correct to the best of my knowledge and belief. I further state that this Sketch and Description was completed in accordance with the Standards of Practice requirements for Surveying and Mapping as stated in Rule 5J-17 of the Florida Administrative Code, pursuant to Florida Statutes, Chapter 472.027.

Signature_____

Steven M. Watts, PSM
Professional Surveyor and Mapper
Florida Registration No. 4588
Calvin, Giordano & Associates, Inc.

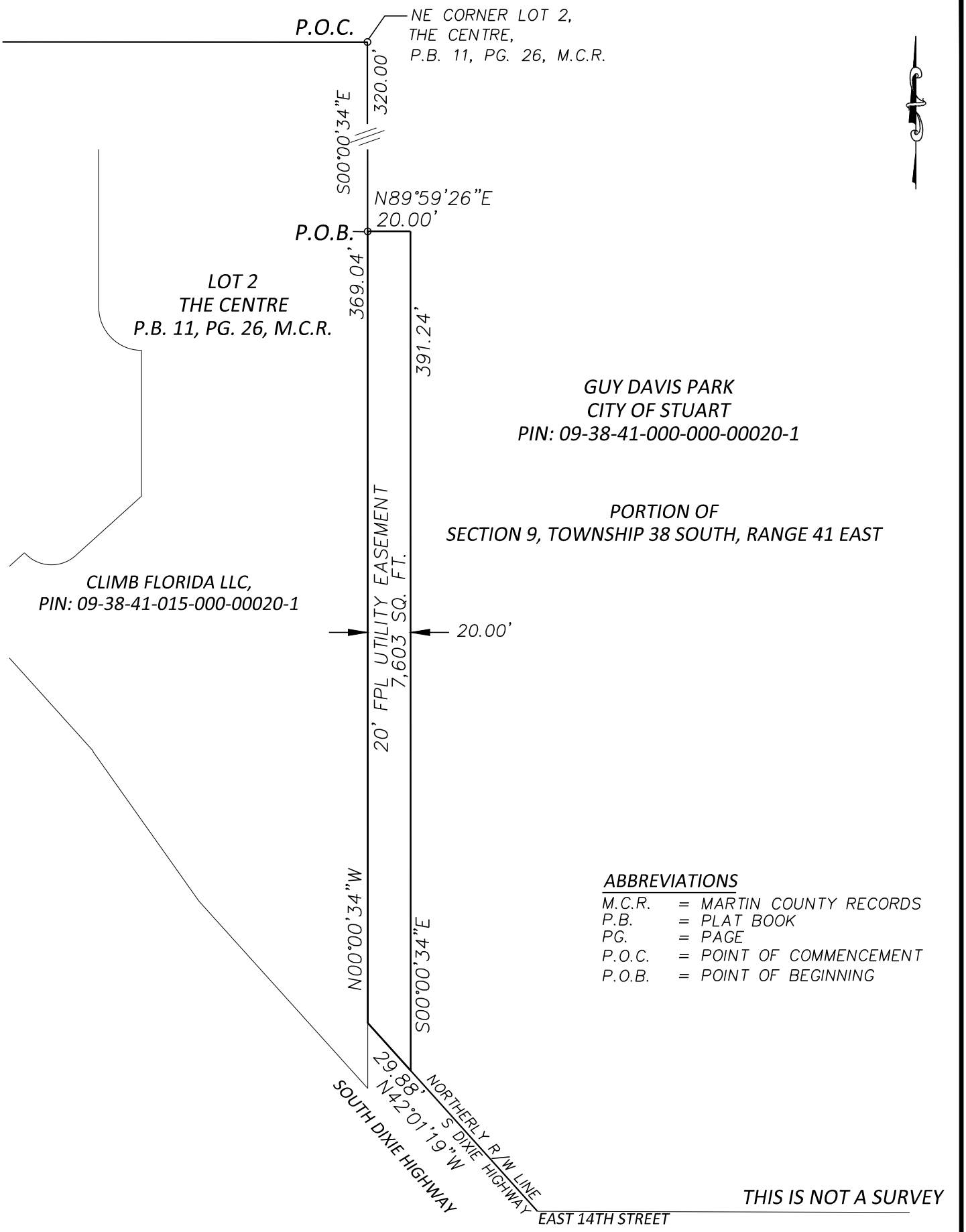


THIS IS NOT A SURVEY

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY
580 Village Blvd., Suite 325, West Palm Beach, FL 33409
Phone: 561.684.6161 ▪ Fax: 561.684.6360
Certificate of Authorization 6791

SKETCH & LEGAL DESCRIPTION
FPL UTILITY EASEMENT
GUY DAVIS PARK - CITY OF STUART

SCALE	PROJECT No.	SHEET
N/A	20-4018	1
DATE	CAD FILE	
03/03/2026		



ABBREVIATIONS

M.C.R.	=	MARTIN COUNTY RECORDS
P.B.	=	PLAT BOOK
PG.	=	PAGE
P.O.C.	=	POINT OF COMMENCEMENT
P.O.B.	=	POINT OF BEGINNING

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Phone: 561.684.6161 ▪ Fax: 561.684.6360
Certificate of Authorization 6791

SKETCH & LEGAL DESCRIPTION
FPL UTILITY EASEMENT
GUY DAVIS PARK - CITY OF STUART

SCALE	PROJECT No.	SHEET
1" = 60'	20-4018	2
DATE	CAD FILE	
09/10/2026		

Recorded in Martin County, FL 5/15/2026 1:05 PM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: $44.00
CFN#3186239 BK 3567 PG 214 PAGE 1 of 5

The purpose of this Rerecording Correction is to insert the Florida Power & Light cover page to the Easement Agreement which was inadvertently omitted in the original recording dated April 24, 2026 in CFN#3182569, Book 3562, Page 2590. Page 1 of 4 corrected to Page 1 of 5.

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 27-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT BETWEEN THE CITY OF STUART, FLORIDA AND FLORIDA POWER & LIGHT FOR RELOCATION OF UTILITY POLES AT GUY DAVIS COMMUNITY PARK; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart is undertaking improvements at Guy Davis Community Park; and

WHEREAS, Florida Power and Light ("FPL") requires the relocation of existing utility poles and related facilities within the park to accommodate these improvements; and

WHEREAS, FPL requires the City to grant an easement to allow for the relocation, installation, operation, and maintenance of its utility infrastructure; and

WHEREAS, the City Commission finds that granting such an easement is in the best interest of the City and is necessary to facilitate the park improvements; and

WHEREAS, the City Commission desires to authorize the Mayor to execute an Easement Agreement with for these purposes.

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

SECTION 1: The foregoing recitals are hereby incorporated as if fully set forth herein.

SECTION 2: The Mayor is hereby authorized to enter into and execute an Easement Agreement between the City of Stuart, Florida, and Florida Power and Light, granting an

easement for the relocation, installation, operation, and maintenance of utility poles and related facilities at Guy Davis Community Park.

SECTION 3: The proposed area of real property for requested Easement Agreement is further described in **Exhibit "A,"** attached hereto and incorporated herein.

SECTION 4: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
CHRISTOPHER COLLINS, MAYOR	Y			
SEAN REED, VICE MAYOR	Y			
EULA R. CLARKE, COMMISSIONER	Y			
LAURA GIOBBI, COMMISSIONER	Y			
CAMPBELL RICH, COMMISSIONER	Y			

ADOPTED this 13th day of April, 2026.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CHRISTOPHER COLLINS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

FLORIDA POWER & LIGHT COMPANY
UTILITY EASEMENT (BUSINESS)

Prepared by:
Name: City of Stuart, FL
Street Address: 121 SW Flagler Ave
City, State, Zip Code: Stuart, FL 34994

Return to:
Florida Power & Light Company

Sec. 9, Twp 38 S, Rge 41
Parcel ID# 09-38-41-000-000-00020-1

[Reserved for Circuit Court]

The undersigned ("Grantor"), in consideration of the payment of $10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), with a mailing address of 700 Universe Blvd., Juno Beach, Florida 33408 a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described on Exhibit "A" attached hereto and made a part hereof ("Easement Area").

Together with the right for FPL to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with utility service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent Grantor has the power to grant, if at all, the rights of ingress and egress over, along, and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, Grantor has signed and sealed this easement on 14 day of May, 20 26.

Signed, sealed and delivered in the presence of:

Ryanne N. Cavo
Witness Signature
Witness Print Name: Ryanne N. Cavo
Post Office Address: 121 SW Flagler Ave. Stuart, FL. 34994

Nina Giardino Mullin
Witness Signature
Witness Print Name: Nina GiardinoMullin
Post Office Address: 121 SW Flagler Ave Stuart FL 34994

Grantor:
City of Stuart, FL

By:
Print Name: Sean Reed
Print Title: Mayor
Post Office Address: 121 SW Flagler Ave Stuart, FL 34994

ATTEST:
Mary R. Kindel
MARY R. KINDEL, CITY CLERK

ACKNOWLEDGMENT

STATE OF Florida)
COUNTY OF Martin)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14th day of May, 20 26 by Sean Reed as Mayor of City of Stuart, a _____, on behalf of the City, ☑ who is personally known to me **OR** ☐ has produced _____ as identification, and who did (did not) take an oath.

(NOTARIAL SEAL)

Susej Teresa Meleqi
Comm.: HH 762696
Expires: Feb. 3, 2030
Notary Public - State of Florida

Notary: Smeleqi
Print Name: Susej T. Meleqi
Notary Public, State of Florida
My commission expires: 02/03/2030

EXHIBIT A

SKETCH & LEGAL DESCRIPTION
FPL UTILITY EASEMENT
A PORTION OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 SOUTH, RANGE 41 EAST
GUY DAVIS PARK, STUART, FLORIDA

LEGAL DESCRIPTION:

A 20 foot strip of land lying within Section 9, Township 38 South, Range 41 East, being a portion of Guy Davis Park PIN No. 09-38-41-000-000-00020-1 according to the Public Records of Martin County, Florida, the centerline of said strip being more particularly described as follows:

COMMENCE at the Northeast corner of Lot 2, PLAT OF THE CENTRE, as recorded in Plat Book 11, Page 26, of the Public Records of Martin County;

THENCE S 00°00'34" E along the East line of said Lot 2 a distance of 320.00 feet;

THENCE N 89°59'26" E, a distance of 10.00 feet to a point on the centerline of said 20 foot strip of land, also the point of beginning;

THENCE S 00°00'34" E along the centerline of said 20 foot strip, a distance of 350.00 feet to the POINT OF TERMINATION ;

Said lands lying and situate in Stuart, Martin County, Florida, containing 7000 square feet, more or less.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of Martin County.
3. Bearings shown hereon are in the Florida State Plane Coordinate System, North American Datum of 1983 (NAD 83).
4. The description contained herein and the attached sketch do not represent a Boundary Survey.

CERTIFICATE

CERTIFIED TO: City of Stuart

I, Steven M. Watts, do hereby certify that this Sketch and Description was done under my direct supervision and is accurate and correct to the best of my knowledge and belief. I further state that this Sketch and Description was completed in accordance with the Standards of Practice requirements for Surveying and Mapping as stated in Rule 5J-17 of the Florida Administrative Code, pursuant to Florida Statutes, Chapter 472.027.

Signature Steven M. Watts

Digitally signed by Steven M. Watts
Date: 2026.03.18 12:33:38 -04'00'

Steven M. Watts, PSM
Professional Surveyor and Mapper
Florida Registration No. 4588
Calvin, Giordano & Associates, Inc.

STEVEN M. WATTS * CERTIFICATE * No. 4588 * STATE OF FLORIDA * REGISTERED LAND SURVEYOR

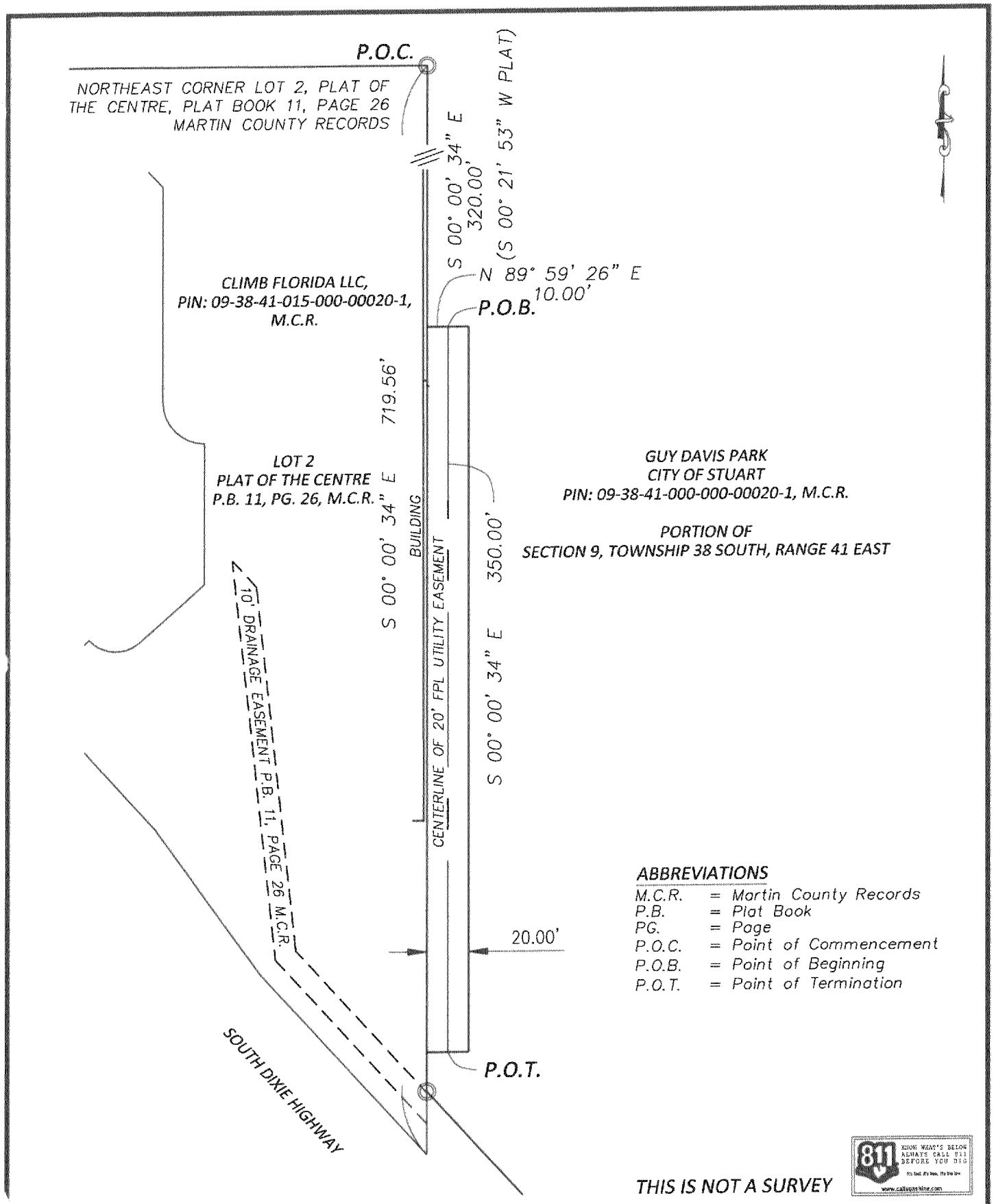
THIS IS NOT A SURVEY

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG www.callsunshine.com

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY
580 Village Blvd., Suite 325, West Palm Beach, FL 33409
Phone: 561.684.6141 • Fax: 561.684.6360
Certificate of Authorization 8791

SKETCH & LEGAL DESCRIPTION
FPL UTILITY EASEMENT
GUY DAVIS PARK - CITY OF STUART

SCALE	PROJECT No.	SHEET
N/A	20-4018	1
DATE	CAD FILE	
03/03/2026		



ABBREVIATIONS

M.C.R.	=	Martin County Records
P.B.	=	Plat Book
PG.	=	Page
P.O.C.	=	Point of Commencement
P.O.B.	=	Point of Beginning
P.O.T.	=	Point of Termination

THIS IS NOT A SURVEY

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG www.callsunshine.com

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY
FL 33409
Certificate of Authorization 6791

SKETCH & LEGAL DESCRIPTION
FPL UTILITY EASEMENT
GUY DAVIS PARK - CITY OF STUART

SCALE	PROJECT No.	SHEET
1" = 60'	20-4018	2
DATE	CAD FILE	
03/03/2026		

Recorded in Martin County, FL 4/24/2026 4:44 PM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: $35.50
CFN#3182569 BK 3562 PG 2590 PAGE 1 of 4

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 27-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT BETWEEN THE CITY OF STUART, FLORIDA AND FLORIDA POWER & LIGHT FOR RELOCATION OF UTILITY POLES AT GUY DAVIS COMMUNITY PARK; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart is undertaking improvements at Guy Davis Community Park; and

WHEREAS, Florida Power and Light ("FPL") requires the relocation of existing utility poles and related facilities within the park to accommodate these improvements; and

WHEREAS, FPL requires the City to grant an easement to allow for the relocation, installation, operation, and maintenance of its utility infrastructure; and

WHEREAS, the City Commission finds that granting such an easement is in the best interest of the City and is necessary to facilitate the park improvements; and

WHEREAS, the City Commission desires to authorize the Mayor to execute an Easement Agreement with for these purposes.

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

SECTION 1: The foregoing recitals are hereby incorporated as if fully set forth herein.

SECTION 2: The Mayor is hereby authorized to enter into and execute an Easement Agreement between the City of Stuart, Florida, and Florida Power and Light, granting an

easement for the relocation, installation, operation, and maintenance of utility poles and related facilities at Guy Davis Community Park.

SECTION 3: The proposed area of real property for requested Easement Agreement is further described in **Exhibit "A,"** attached hereto and incorporated herein.

SECTION 4: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
CHRISTOPHER COLLINS, MAYOR	Y			
SEAN REED, VICE MAYOR	Y			
EULA R. CLARKE, COMMISSIONER	Y			
LAURA GIOBBI, COMMISSIONER	Y			
CAMPBELL RICH, COMMISSIONER	Y			

ADOPTED this 13th day of April, 2026.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CHRISTOPHER COLLINS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

EXHIBIT A

SKETCH & LEGAL DESCRIPTION
FPL UTILITY EASEMENT
A PORTION OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 SOUTH, RANGE 41 EAST
GUY DAVIS PARK, STUART, FLORIDA

LEGAL DESCRIPTION:

A 20 foot strip of land lying within Section 9, Township 38 South, Range 41 East, being a portion of Guy Davis Park PIN No. 09-38-41-000-000-00020-1 according to the Public Records of Martin County, Florida, the centerline of said strip being more particularly described as follows:

COMMENCE at the Northeast corner of Lot 2, PLAT OF THE CENTRE, as recorded in Plat Book 11, Page 26, of the Public Records of Martin County;

THENCE S 00°00'34" E along the East line of said Lot 2 a distance of 320.00 feet;

THENCE N 89°59'26" E, a distance of 10.00 feet to a point on the centerline of said 20 foot strip of land, also the point of beginning;

THENCE S 00°00'34" E along the centerline of said 20 foot strip, a distance of 350.00 feet to the POINT OF TERMINATION ;

Said lands lying and situate in Stuart, Martin County, Florida, containing 7000 square feet, more or less.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of Martin County.
3. Bearings shown hereon are in the Florida State Plane Coordinate System, North American Datum of 1983 (NAD 83).
4. The description contained herein and the attached sketch do not represent a Boundary Survey.

CERTIFICATE

CERTIFIED TO: City of Stuart
I, Steven M. Watts, do hereby certify that this Sketch and Description was done under my direct supervision and is accurate and correct to the best of my knowledge and belief. I further state that this Sketch and Description was completed in accordance with the Standards of Practice requirements for Surveying and Mapping as stated in Rule 5J-17 of the Florida Administrative Code, pursuant to Florida Statutes, Chapter 472.027.

Signature Steven M. Watts

Digitally signed by Steven M. Watts
Date: 2026.03.18 12:33:38 -04'00'

Steven M. Watts, PSM
Professional Surveyor and Mapper
Florida Registration No. 4588
Calvin, Giordano & Associates, Inc.

STEVEN M. WATTS * CERTIFICATE * No. 4588 * STATE OF FLORIDA * REGISTERED LAND SURVEYOR

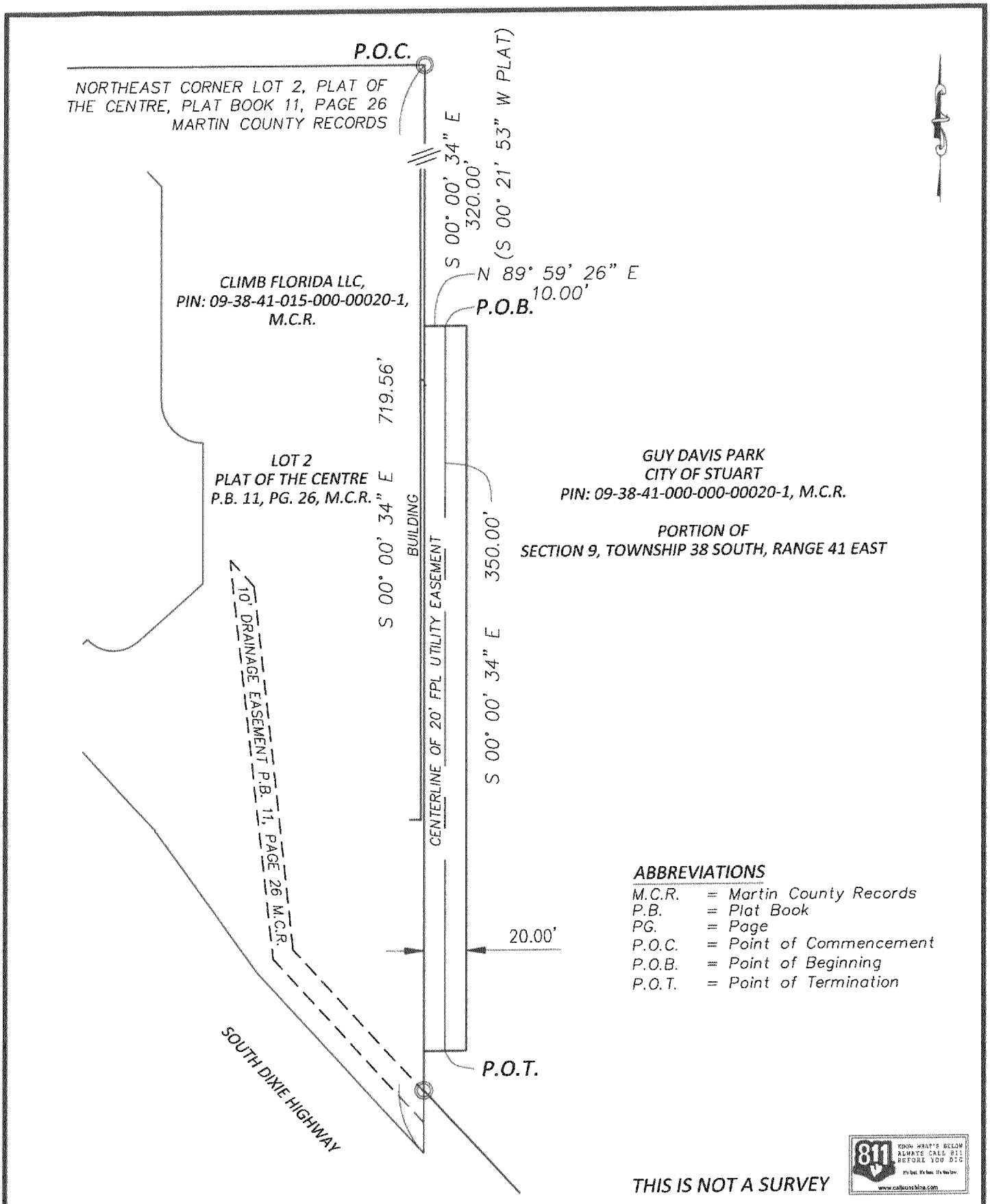
THIS IS NOT A SURVEY

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG www.callsunshine.com

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY
580 Village Blvd., Suite 325, West Palm Beach, FL 33409
Phone: 561.684.6141 • Fax: 561.684.6360
Certificate of Authorization 6791

SKETCH & LEGAL DESCRIPTION
FPL UTILITY EASEMENT
GUY DAVIS PARK - CITY OF STUART

SCALE	PROJECT No.	SHEET
N/A	20-4018	1
DATE	CAD FILE	
03/03/2026		



ABBREVIATIONS

M.C.R.	=	Martin County Records
P.B.	=	Plat Book
PG.	=	Page
P.O.C.	=	Point of Commencement
P.O.B.	=	Point of Beginning
P.O.T.	=	Point of Termination

THIS IS NOT A SURVEY

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Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY
FL 33409
Certificate of Authorization 6791

SKETCH & LEGAL DESCRIPTION
FPL UTILITY EASEMENT
GUY DAVIS PARK - CITY OF STUART

SCALE	PROJECT No.	SHEET
1" = 60'	20-4018	2
DATE	CAD FILE	
03/03/2026		

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 10/12/2026 **Prepared by:** Anthony Cooling

Title of Item:
GRANTWORKS CONTRACT AMENDMENT FOR FY2027 (RC):

RESOLUTION No. 79-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING AN AMENDMENT AND EXTENSION TO A GRANT WRITING SERVICES CAGREEMENT WITH GRANTWORKS, INC.; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
The current contract with GrantWorks goes from May though May of the calendar year. The City uses these experts in the fields of grants research, grant application preparation and grant management. This amendment changes the contract to align with the City's fiscal year of October 1st through September 30th for the amount in the approved FY2027 budget.

Funding Source:
001-53531-140

Recommended Action:
Adopt Resolution No. 79-2026

ATTACHMENTS:
1. R79-2026 GrantWorks Amendment
2. R79-2026 Professional Services Agreement Grant Service - Amendment #1_SignedGW
3. RFP 2025-300 GrantWorks, Inc. Executed Agrmt

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 79-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING AN AMENDMENT AND EXTENSION TO A GRANT WRITING SERVICES AGREEMENT WITH GRANTWORKS, INC.; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City entered into a contract with GrantWorks, Inc. (hereinafter "GrantWorks"), consulting services experts in the fields of grants research, grant application preparation and grant management stemming from RFP 2025-300 in May of 2025; and

WHEREAS, the initial term under the contract with GrantWorks was for three (3) years which became effective on May 23, 2025 and was not to exceed $35,000.00 per year; and

WHEREAS, the City and GrantWorks desire to amend the contract as follows: (a) to align the contract with the City's fiscal year of October 1st through September 30th; (b) to increase the not to exceed amount to $50,000.00 per year; and (c) to extend the initial term until September 30, 2028.

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

SECTION 1. The above recitals are hereby reincorporated as if fully set forth herein.

SECTION 2. The City Manager is authorized to execute an amended contract with GrantWorks subject to approval of the City Attorney.

SECTION 3. This Resolution shall be effective 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
EULA R. CLARKE, MAYOR				
LAURA GIOBBI, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				
SEAN REED, COMMISSIONER				
CAMPBELL RICH, COMMISSIONER				

ADOPTED this ___ day of _____, 2026.

ATTEST:

_____
MARY R. KINDEL, MMC
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ.
CITY ATTORNEY

FIRST AMENDMENT TO AGREEMENT BETWEEN CITY AND CONSULTANT FOR GRANT WRITING SERVICES

THIS AMENDED AGREEMENT, effective this 12th day of October in the year 2026 between:

CITY OF STUART, FLORIDA (hereinafter CITY), located at 121 S.W. Flagler Avenue, Stuart, FL 34994

AND the CONSULTANT:	GrantWorks Inc. (hereinafter CONSULTANT)
Contract Name:	Grant Writing and Grant Management Services
Contract Number:	RFP 2025-300
Term:	Project specific Up to three (3) years (plus two one-year renewal options) Not to exceed five (5) years
Not to Exceed Amount:	$50,000.00 per year

WHEREAS, CONSULTANT has duly qualified experts in the fields of grants research, grant application preparation and grant management from local, state and federal governments and their agencies as well as not-for-profit organizations and foundations; and

WHEREAS, in the judgment of the CITY, it is necessary and desirable to employ the services of CONSULTANT to assist the CITY with grant research and grant management and other benefits for the CITY; and

WHEREAS, the parties entered into the Agreement for Grant Writing Services dated May 23, 2025 (Hereinafter "Agreement") and the parties agreed to renew said Agreement after the initial one-year term; and

WHEREAS, during the second annual term, the CITY and CONSULTANT agree to amend the current term of the Agreement to align with the CITY's fiscal year and to increase the annual amount of compensation.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to amend sections of the Agreement as follows:

PART I – SPECIAL PROVISIONS

A. **SERVICES TO BE PROVIDED.** CONSULTANT agrees to provide professional consulting services to CITY for the term stated herein below. CONSULTANT agrees to exercise its best efforts to obtain governmental grants and benefits for CITY. It is understood, however, that CONSULTANT cannot guarantee results that any certain amount of funds will be obtained for CITY.

B. **TERM OF AGREEMENT.** This Agreement originally became effective on May 23, 2025 for a period of three years. The initial term shall be extended until September 30, 2028. It is also agreed that the CITY shall have an option to renew this Agreement two (2) times for additional one-year terms; provided, however, the maximum term of this Agreement may not exceed five (5) years plus the additional time extended (i.e. September 30, 2030). CITY agrees to notify CONSULTANT in writing at least sixty (60) days prior to the expiration of the current contract term of its renewal of this Agreement.

C. **AMENDMENT.** This Agreement may be amended or modified only by a writing of import equal to this Agreement, and as duly authorized and executed by the parties.

D. **TERMINATION.** Either party may terminate this Agreement by giving thirty (30) days written notice of termination to the other party. CITY shall only be liable for the monthly invoice and approved expenses, if any, up to the termination date.

E. **AUTHORIZING WORK THROUGH PURCHASE ORDERS.** Each "Purchase Order" shall specify the Period of Service agreed to by the CITY and the services to be

rendered under said "Purchase Order." CITY shall compensate CONSULTANT for services under each "Purchase Order" and shall be in accordance with personnel hourly rate schedule formalized in Exhibit "A" to this Agreement. CONSULTANT's hourly rate schedule may be updated ninety (90) days prior to each optional renewal period.

F. PAYMENT. CONSULTANT's compensation for the services provided hereunder shall not exceed **$50,000.00** per year. A monthly invoice shall be submitted by CONSULTANT at the first of each month and shall be paid in accordance with Sections 218.70 through 219.80 of the Florida Statutes (a.k.a. the Florida Prompt Payment Act).

PART II –GENERAL PROVISIONS

…

M. NOTICE. Whenever either party desires to give notice to the other, such notice must be in writing in at least one of the following methods:

1. Overnight courier, such as by FedEx or UPS, with a request for receipt acknowledgment; OR
2. Email addresses listed herein this subsection, and any subsequent email address provided and designated by either of the parties for purposes of notice under this Agreement.

The Place for giving written notice shall remain the same as set forth herein until changed in writing in the manner provided in this subsection. For the present, the parties designate the following:

FOR CITY:

City of Stuart
121 Southwest Flagler Avenue
Stuart, Florida 34994
Attn: City Manager
Email: mgiordano@stuartfl.gov; cityclerk@stuartfl.gov

FOR CONSULTANT:

GrantWorks
2201 Northland Drive
Austin, TX 78756
Attn: Ashley Dowdy
Email: Ashley.Dowdy@grantworks.net

All other terms and conditions as stated in the Agreement shall remain in full force and effect.

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

CITY OF STUART, FLORIDA

ATTEST:

_____
MARY R. KINDEL, MMC
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
and CORRECTNESS

_____
LEE J. BAGGETT, ESQ.
CITY ATTORNEY

CONSULTANT

Katie Smith
_____
(Signature)

Katie Smith
Printed Name

VP, Grant Solutions & Strategies
Title

AGREEMENT BETWEEN CITY AND CONSULTANT FOR GRANT WRITING SERVICES

THIS AGREEMENT, effective this 23rd day of May in the year 2025, between:

CITY OF STUART, FLORIDA, (hereinafter CITY), located at 121 S.W. Flagler Avenue, Stuart, FL 34994

AND the CONSULTANT:	GrantWorks Inc. (hereinafter CONSULTANT)
Contract Name:	Grant Writing and Grant Management Services
Contract Number:	RFP 2025-300
Term:	Project specific Up to three (3) years (plus two one-year renewal options) Not to exceed five (5) years
Not to Exceed Amount:	$35,000.00 per year

WHEREAS, CONSULTANT has duly qualified experts in the fields of grants research, grant application preparation and grant management from local, state and federal governments and their agencies as well as not-for-profit organizations and foundations; and

WHEREAS, in the judgment of the CITY, it is necessary and desirable to employ the services of CONSULTANT to assist the CITY with grant research and grant management and other benefits for the CITY.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

PART I – SPECIAL PROVISIONS

A. **SERVICES TO BE PROVIDED.** CONSULTANT agrees to provide professional consulting services to CITY for the term stated on Page 1 of this Agreement. CONSULTANT agrees to exercise its best efforts to obtain governmental grants and benefits for CITY. It is understood, however, that CONSULTANT cannot guarantee results that any certain amount of funds will be obtained for CITY.

B. **TERM OF AGREEMENT.** This Agreement shall become effective on the date written on Page 1 and shall continue for three (3) years. It is also agreed that the CITY shall have an option to renew this Agreement two (2) times for additional one-year terms; provided, however, the maximum term of this Agreement may not exceed five (5) years. CITY agrees to notify CONSULTANT in writing at least sixty days prior to the expiration of the current contract term of its renewal of this Agreement.

C. **AMENDMENT**. This Agreement may be amended or modified only by a writing of import equal to this Agreement, and as duly authorized and executed by the parties.

D. **TERMINATION.** Either party may terminate this agreement by giving thirty (30) days written notice of termination to the other party. CITY shall only be liable for the monthly invoice and approved expenses, if any, up to the termination date.

E. **AUTHORIZING WORK THROUGH PURCHASE ORDERS.** Each "Purchase Order" shall specify the Period of Service agreed to by the City and the services to be rendered under said "Purchase order". CITY will compensate CONSULTANT for services under each Purchase Order. The fee due shall be set forth in each Purchase Order and shall be in accordance with personnel hourly rate schedule formalized in Exhibit a to this Agreement. CONSULTANT'S hourly rate schedule may be updated 90 days prior to each optional renewal period.

F. **PAYMENT.** CONSULTANT'S compensation for the services provided hereunder shall not exceed **$35,000** per year. A monthly invoice shall be submitted by CONSULTANT at the first of each month and shall be paid in accordance with Sections 218.70 through 218.80 of the Florida Statutes (Florida Prompt Payment Act).

PART II – GENERAL PROVISIONS

A. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The CONSULTANT is and shall be an independent contractor in the performance of all work, services, and activities under this

AGREEMENT and is not an employee, agent or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this AGREEMENT shall at all times and in all places be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work and in all respect the CONSULTANT's relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY. The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation other than such power or authority that is specifically provided for in this AGREEMENT.

B. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS.** All notices, bills, and payments shall be made in writing and may be given by personal delivery, email or by mail. Notices, bills, and payments sent by mail should be sent to the addresses listed on Page 1 of this Agreement.

C. **NON-DISCRIMINATION.** CONSULTANT shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to non-discriminations in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.

D. **CONFLICT OF INTEREST.**

1. The CONSULTANT represents and warrants to the CITY that no officer, employee, or agent of the CITY has any interest, either directly or indirectly, in the business of the CONSULTANT to be conducted hereunder. The CONSULTANT further represents and warrants to the CITY that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this AGREEMENT. Further, the CONSULTANT also acknowledges that it has not agreed as an expressed or implied condition for obtaining this AGREEMENT, to employ or retain the services of any person, company, individual or firm in connection with carrying out this AGREEMENT. It is understood and agreed by the CONSULTANT that, upon the breach or violation of this Section, the CITY shall have the right to terminate the AGREEMENT without liability and at its sole discretion, and to deduct from the AGREEMENT price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the CONSULTANT.

2. The CONSULTANT represents that it presently has no interest, either direct or indirect, while performing the services required by this AGREEMENT, which would conflict in any manner with Florida Statutes. The CONSULTANT represents that no person having any such interest shall be employed during the term of this AGREEMENT, including any officer, employee or agent of the CITY.

3. The CONSULTANT represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the CONSULTANT's ability to perform the services required by this AGREEMENT. Further, the CONSULTANT represents

and warrants that throughout the term of this AGREEMENT, it will not undertake any work that would create such a conflict in interest.

4. The CONSULTANT shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the CONSULTANT's judgment or quality of services provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this AGREEMENT.

E. **JURISDICTION.** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

F. **VENUE.** Any and all legal action necessary to enforce this Agreement will be held in Martin County, Florida.

G. **AUDIT**. The CONSULTANT shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, CITY reserves the right to have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the CITY'S cost, upon five (5) days prior written notice.

H. **LICENSES**. The CONSULTANT shall, during the life of this AGREEMENT, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its Services as described herein.

I. **PUBLIC RECORDS.**

1. The CONSULTANT shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically CONSULTANT shall:

   a. Keep and maintain public records required by the CITY to perform theservices in this Agreement.
   b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided

by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the AGREEMENT term and following completion of the Agreement if the CONSULTANT does not transfer the records to the CITY.

d. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the Agreement. If the CONSULTANT transfers all public records to the CITY upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

2. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AS THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY OF STUART AND ALL RESPECTIVE DEPARTMENTS AT** cityclerk@ci.stuart.fl.**us, CITY OF STUART, CITY CLERK 121 SW FLAGLER AVENUE, STUART, FL 34994 PER FLORIDA STATUTES § 119.12.**

3. Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

J. **CONFIDENTIAL INFORMATION.**

1. Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or to such other Party's employees, contractors, or agents (a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Proprietary". Such information may be disclosed to those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, CITY shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, including but not limited to Section 119, Fla. Stat. Existence and terms of this AGREEMENT shall constitute a public record and shall be subject to Section 119, Fla. Stat. CONSULTANT agrees to comply with the requirements of Sec. 119.0701, Fla. Stat.

2. If CITY receives a public records request for public records received from CONSULTANT, including any public records request for Proprietary Information or for records that may be or may contain Proprietary Information, CITY shall promptly notify

CONSULTANT. The notice shall inform CONSULTANT that it must promptly inform CITY, in writing, whether or not CONSULTANT claims an exemption to the release of part or all of the requested public record. If CONSULTANT claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If CONSULTANT claims that an exemption applies to part of a requested public record, CONSULTANT shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be produced for inspection and copying. If CONSULTANT promptly notifies CITY of a claim of exemption, CITY shall review the exemption claimed and decide whether to release the public records. If CONSULTANT fails to promptly notify CITY that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and CITY shall release the record as requested.

3. CONSULTANT will indemnify, defend, and hold CITY, CITY's elected officials, employees, agents, and attorneys and their successors (each an "Indemnitee") harmless of and from any claim brought or threatened against any Indemnitee by any person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Fla. Stat., that are or may be or may contain Proprietary Information, each of which may be defended, settled or pursued by CITY with counsel of CITY's choice but at the expense of CONSULTANT, including reasonable attorneys' fees and costs, including attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnitee or agreed upon by any Indemnitee as part of any settlement of any claim for attorney's fees and costs for failure to produce requested public records disclosed to an Indemnitee by CONSULTANT.

4. In the event of the expiration or termination of this AGREEMENT for any reason whatsoever, each Party shall return to the other Party Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement, subject to Chapter 119 and other public records retention requirements set forth in Florida law.

K. **INSURANCE.**

1. General

The CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, including tail coverage, and any other insurance necessary to fully protect CONSULTANT from claims of the nature that are detailed below, that may arise out of, or result from, the CONSULTANT's operations, performance, or Services, or all of these things, or any of these things in combination (CONSULTANT's Operations), whether the CONSULTANT's Operations are by the CONSULTANT, any of its agents or Specialty Consultants, or anyone for whose act or acts it may be liable:

a. claims under Worker's Compensation, disability benefit, or other

(similar) employee benefit acts;
b. claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
c. claims for damages for personal injury; and
d. claims for damages because of injury to or destruction of tangible property, including the loss of property use resulting there from; and
e. claims for professional liability/errors and omissions.

CONSULTANT shall furnish the CITY with Certificate(s) of Insurance signed by an authorized representative of the insurer evidencing the insurance so required. The Certificate(s) of Insurance shall provide that the CITY shall be given not less than thirty (30) days written notice prior to the cancellation, nonrenewal, or restriction of coverage.

2. Limits of Liability

The insurance required by this Section shall be written for not less than the limits of liability specified below, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the CONSULTANT's obligation:

- Worker's Compensation including Employer's Liability Insurance. (present Florida statutory limit)
- Employer's liability of $500,000 each accident, $500,000 disease policy limit, and $500,000 per occurrence.
- Commercial General Liability Insurance. Commercial general liability coverage, including coverage for Personal & Advertising Injury, Products & Contractual Liability and Independent Contractors, with a minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate. Acord forms marked "Policy" or "Location" shall be considered non-compliant. Instead, check "Project" (meaning the "Contract") for the aggregate limit. No exclusion should apply for Fellow Employees, Cross Liability, or Insured vs. Insured on the policy. Certificate Holder must be listed as Additional Insured.
- Professional liability insurance at minimum limits of $1,000,000.
- Business Automobile Insurance. This coverage should include all owned, hired, and non-owned vehicles at a minimum combined single limit of $1,000,000. Liability Limits should be shown as "Primary".

3. Insurance Administration

Insurance Certificates, evidencing all insurance coverage referred to in this Section, shall be filed (or be on file) with the CITY at least ten (10) calendar days before the final execution of this AGREEMENT. The Insurance Certificates shall be fully acceptable to CITY in both form and content, and shall provide and specify that the related insurance coverage shall not be cancelled (Coverage Change) without at least thirty (30) calendar days prior written notice having been given to the CITY. It is also understood and agreed that it is the CONSULTANT's sole burden and responsibility to coordinate activities between itself, the CITY, and the CONSULTANT's insurer(s) so that the Insurance Certificates are acceptable to and accepted by CITY within the time limits described in this Section.

4. CITY as Additional Insured

   The CITY shall be listed as an additional insured on all insurance coverage required by this AGREEMENT, except Worker's Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Services to be performed under this AGREEMENT shall memorialize that the CONSULTANT's, or the CONSULTANT's Specialty Consultant's, or all of these entities' (Primary Insured's) insurance, shall apply on a primary basis, and that any other insurance maintained by the CITY shall be in excess of and shall not contribute to or be commingled with the Primary Insured's insurance. Where the CITY has been named as an additional insured, the CONSULTANT shall include the provisions of this Section in its Specialty Consultant's contracts, and the Primary Insured's insurance shall contain a severability of interest provision stating that, except with respect to total limits of liability, all insurance shall apply separately to each Primary Insured or additional insured in the same manner as if separate policies had been issued to each. This Section does not increase the dollar amount of insurance for either per occurrence or aggregate coverage.

5. Notifications

   The CONSULTANT acknowledges, understands, and agrees that it shall give prompt and prior written notice to the CITY that any insurance policy defined or contemplated in this Section has been invalidated because of the violation of any term or provision of any other insurance policy issued to the CONSULTANT.

6. Waiver of Subrogation

   CONSULTANT hereby waives any and all rights of Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter

   into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

L. **E-VERIFY.**

1. In compliance with Section 448.095, Fla. Stat., CONSULTANT and its subconsultants shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

   a. If CONSULTANT enters into a contract with a subconsultant, the subconsultant must provide CONSULTANT with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of the subconsultant's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
   b. The CITY, CONSULTANT, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this subsection shall terminate

the contract with the person or entity.

c. The CITY, upon good faith belief that a subconsultant knowingly violated the provisions of this subsection, but CONSULTANT otherwise complied, shall promptly notify CONSULTANT and order CONSULTANT to immediately terminate the contract with the subconsultant.
d. A contract terminated under the provisions of this subsection is not a breach of contract and may not be considered such.
e. *Subcontracts.* CONSULTANT or subconsultant shall insert in any subcontracts the clauses set forth in this subsection and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. CONSULTANT shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in this subsection.

(continued on next page)

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

CITY OF STUART, FLORIDA

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MORTELL
CITY MANAGER

APPROVED AS TO FORM AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

CONSULTANT

Rick Faircloth
(Signature)

Rick Faircloth
Printed Name

Senior Vice President
Title

Exhibit A

Position	Hourly Rate
Program Manager	$165.00
Government Affairs	$195.00
Subject Matter Expert	$180.00
Funding/Needs Assessment Specialist	$175.00
Grant Research Assistant	$110.00
Senior Grant Writer/Grant Specialist	$145.00
Grant Writer/Grant Specialist	$130.00

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 10/12/2026 **Prepared by:** Pinal Gandhi-Savdas

Title of Item:
APPLICATION WITHDRAWN: DEED OF DEDICATION - 300 SW DIXIE HWY - T2A HOLDINGS (RC):

RESOLUTION No. 53-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ACCEPTING A DEED OF DEDICATION FROM T2A HOLDINGS LLC FOR RIGHT-OF-WAY AND SIDEWALK PURPOSES ALONG SW DIXIE HIGHWAY; PROVIDING FOR PARKING RELIEF AND ZONING AND LAND USE CALCULATION CREDIT, AND A TEMPORARY CONSTRUCTION LICENSE; AUTHORIZING EXECUTION AND RECORDATION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
SUMMARY

This matter is included in the agenda because it was set for a date certain of 10/12/26, but it will not be heard during the meeting as it has been withdrawn. The City Commission is being asked to consider approval of Resolution No. 53-2026 accepting a Deed of Dedication from T2A Holdings LLC for right-of-way and sidewalk purposes associated with the SW Dixie Highway Streetscape Improvements Project.

As part of the project, the property owner has agreed to dedicate a portion of the property located at 300 SW Dixie Highway, to the City to accommodate planned public improvements, including pedestrian, streetscape, and related infrastructure enhancements. In consideration of the dedication, the City will provide certain development-related benefits, including parking relief and continued recognition of the dedicated area for zoning and land use calculations. The property owner will also authorize a temporary construction license to facilitate construction activities associated with the project.

As consideration for the dedication, Resolution No. 53-2026 provides the following:

Parking Relief:
The property will receive relief from applicable off-street parking requirements in accordance with City regulations.

Zoning and Land Use Calculation Credit:
The area conveyed for right-of-way purposes will continue to be recognized as part of the overall legal parcel area for applicable zoning and land use calculations, including, but not limited to, density, lot coverage, floor area ratio, and required setbacks.

Temporary Construction License:
The property owner will execute a Temporary Construction License Agreement authorizing the City, its contractors, utility providers, and authorized agents to temporarily access and use a limited portion of the remaining property, as necessary, to facilitate construction activities associated with the project. Such activities may include grading, sidewalk transitions, landscaping, drainage improvements, utility connections, harmonization, and other related construction coordination.

BACKGROUND

The Community Redevelopment Agency (CRA) is undertaking the SW Dixie Highway Streetscape Improvements Project to enhance pedestrian safety, mobility, accessibility, and overall public infrastructure along the Dixie Highway corridor.

The project includes sidewalk improvements, pedestrian connectivity enhancements, streetscape elements, drainage improvements, and other related infrastructure upgrades. In order to construct the planned improvements, additional right-of-way is required in certain locations along the corridor.

The property located at 300 SW Dixie Highway is owned by T2A Holdings LLC. The property owner has agreed to dedicate a portion of the property to the City for public right-of-way and sidewalk purposes, as depicted in the attached Sketch and Legal Description (Exhibit “A”).

Funding Source:

There is no direct fiscal impact associated with acceptance of the right-of-way dedication. The dedication will provide the necessary property rights to support construction of the SW Dixie Highway Streetscape Improvements Project.

Project construction costs are included within the approved project budget.

Recommended Action:

Staff recommend that the City Commission approve Resolution No. 53-2026 accepting the Deed of Dedication from T2A Holdings LLC for right-of-way and sidewalk purposes associated with the SW Dixie Highway Streetscape Improvements Project.

ATTACHMENTS:

1. R53-2026_Deed of Dedication_300 SW Dixie Hwy
2. Exhibit A - Deed of Dedication 300 SW Dixie Hwy

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 53-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ACCEPTING A DEED OF DEDICATION FROM T2A HOLDINGS LLC FOR RIGHT-OF-WAY AND SIDEWALK PURPOSES ALONG SW DIXIE HIGHWAY; PROVIDING FOR PARKING RELIEF AND ZONING AND LAND USE CALCULATION CREDIT, AND A TEMPORARY CONSTRUCTION LICENSE; AUTHORIZING EXECUTION AND RECORDATION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Community Redevelopment Agency ("CRA") of the City of Stuart is authorized pursuant to Section 163.370 of the Florida Statutes, the City of Stuart has the authority to undertake redevelopment activities, including the acquisition of real property, within the Community Redevelopment Area; and

WHEREAS, the CRA is undertaking the Dixie Highway Streetscape Improvements Project to enhance pedestrian safety, mobility, and public infrastructure within the corridor; and

WHEREAS, T2A HOLDINGS LLC ("Grantor") is the owner of certain real property located within the Community Redevelopment Area at 300 SW Dixie Highway, Stuart, Florida 34994; and

WHEREAS, as part of the Project, the Grantor has agreed to dedicate a portion of its property to the City for public right-of-way and sidewalk purposes, and the City has

agreed to provide parking relief and continued recognition of the dedicated land area for land use and zoning calculations as consideration for the dedication, subject to the terms of this Resolution; and

WHEREAS, the City anticipates that temporary access to a limited portion of the Grantor's remaining property beyond the dedicated right-of-way may be necessary to facilitate construction and ensure a seamless transition between the public improvements and the remaining private property; and

WHEREAS, the legal description and sketch of the property to be dedicated are attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the City Commission finds that acceptance of this Right-of-Way Deed of Dedication and the approval granted herein serves the public purpose and promote the health, safety, and welfare of the residents of the City of Stuart.

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

SECTION 1: The above-referenced recitals are hereby incorporated as if fully set forth herein.

SECTION 2: The Deed of Dedication from T2A HOLDINGS LLC which is attached hereto legally describing certain real property for public right-of-way and sidewalk purposes associated with the SW Dixie Highway Streetscape Improvements Project is hereby accepted.

SECTION 3: The City Manager or designee is hereby authorized to take all actions necessary to accept, execute, and record the Deed of Dedication and this Resolution in the public records of Martin County, Florida.

SECTION 4: As consideration for the dedication, the subject property shall be designated as parking exempt and shall be relieved from applicable off-street parking requirements in accordance with City regulations.

SECTION 5: The area conveyed for right-of-way purposes shall continue to be included as part of the overall legal parcel area for land use and zoning calculations, including but not limited to density, lot coverage, floor area ratio, and required setbacks, without regard to the right-of-way dedication.

SECTION 6: As consideration for the parking relief and zoning and land use calculation credit granted herein, the Grantor agrees to execute a Temporary Construction License Agreement, in a form approved by the City Attorney, authorizing the City, its contractors, agents, and utility providers to access and temporarily use a portion of the Grantor's property extending up to ten (10) feet beyond the dedicated right-of-way, as reasonably

necessary for grading, sidewalk transitions, landscaping, drainage improvements, utility tie-ins, and related construction harmonization for the SW Dixie Highway Streetscape Improvements Project. The license shall be temporary and shall terminate upon completion of construction or as otherwise provided in the agreement.

SECTION 7: The City Clerk is hereby authorized and directed to record the Right-of-Way Deed of Dedication, this Resolution and any other documents approved pursuant to this Resolution that are required to be recorded in the Public Records of Martin County, Florida.

SECTION 8: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
EULA R. CLARKE, MAYOR				
LAURA GIOBBI, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				
SEAN REED, COMMISSIONER				
CAMPBELL RICH, COMMISSIONER				

ADOPTED this ___ day of _____, 2026.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

Return to:
Lee J. Baggett, City Attorney
City of Stuart, Florida
121 SW Flagler Avenue
Stuart, FL 34994

DEED OF DEDICATION

THIS DEED OF DEDICATION made this 3rd day of August 2026,

By: **T2A HOLDINGS LLC,** ("Grantors"), the owners of the below described real property, whose post office address is 3221 Rancho Milagro, Carlsbad, CA 92009.

To: **THE CITY OF STUART,** a municipal corporation of the State of Florida ("Grantee"), whose post office address is 121 SW Flagler Avenue, Stuart, Florida 34994.

WITNESSETH: Grantors, for and in consideration of good and valuable consideration, the receipt, and sufficiency of which is hereby acknowledged, and pursuant to Resolution No. 53-2026 adopted by the City Commission of the City of Stuart, does hereby dedicate to the public and Grantee, in perpetuity, the real property legally described and sketched in Exhibit "A" attached hereto and lying, being and situate in the City of Stuart, Martin County, Florida, for use as public right-of-way and for a sidewalk.

THIS DEDICATION is made for the purpose of creating additional public right-of-way and a sidewalk along SW Dixie Hwy, within the City of Stuart.

WITNESS our hands and seals on the day and year first above written.

Signed, sealed, and delivered in the presence of these witnesses:

Luz Ester Lopez Bhor
Signature

Print Name: Luz Ester Lopez Bhor

Address: 3221 Rancho Milagro
Carlsbad, CA 92009

Dina Lee Alvarado
Signature

Print Name: Dina Lee Alvarado

Address: 6708 Forney Rd
Dallas, Tx 75227

GRANTORS:

Thomas Martin Watts
Owner's Signature

T2A HOLDINGS LLC

Print Name: Thomas Watts

Title: Member
Address: 3221 Rancho Milagro
Carlsbad, CA 92009

Owner's Signature

Print Name: _____

Title: _____
Adress: _____

STATE OF Texas)
)
COUNTY OF Dallas)

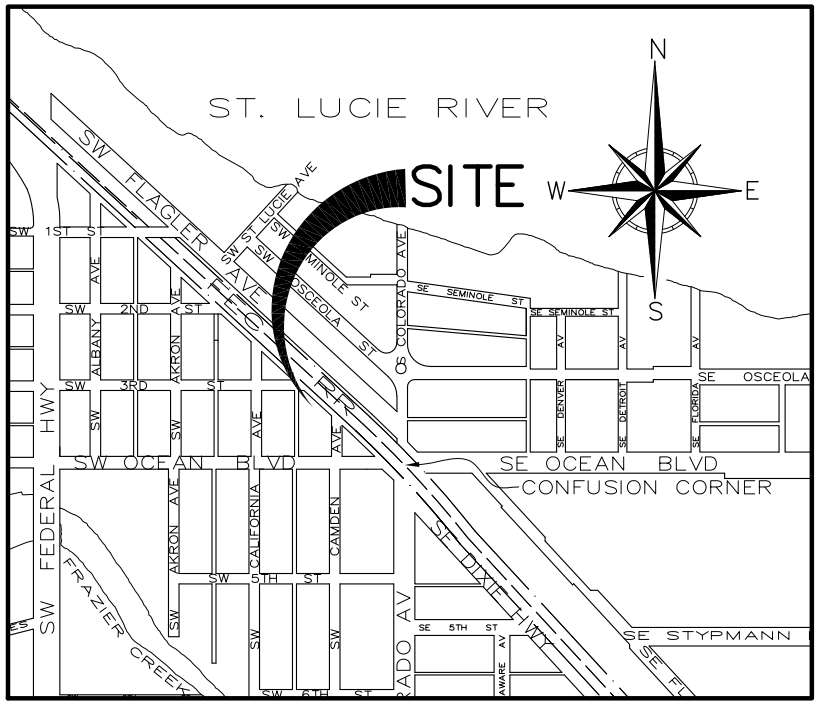
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 3rd day of August, 2026, by T2A HOLDINGS LLC, as owner(s) of the subject premises, who is/are ☐ personally known or ☐ produced Drivers License as identification.

(NOTARIAL SEAL)

Dina Lee Alvarado
ID NUMBER
124414035
COMMISSION EXPIRES
December 15, 2029

Dina Lee Alvarado
Printed Name: Dina Lee Alvarado
Notary Public Notary Public, State of Texas

P:\FL\2011768-Captec_Engineering\027-Dixie Hwy Triangle COS 26-20\cadd\DIXIE HWY s-l-walk 5-27-26.dwg, 6/3/2026 12:30:35 PM, Adobe PDF, 1:1, EAL



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S NOTES

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE SOUTH RIGHT OF WAY OF SW DIXIE HWY, BASED ON STATE PLANE COORDINATES, U.S. SURVEY FEET, NORTH AMERICAN DATUM OF 1983/2011 (N.A.D. 83/11), FLORIDA EAST ZONE, REFERENCE A BEARING OF SOUTH 46°57'21" EAST ALONG THE SOUTH RIGHT OF WAY LINE IN SECTION 05, TOWNSHIP, 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

2. THIS IS NOT A BOUNDARY SURVEY.

3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3 AND WITH THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR, UNLESS DIGITALLY SIGNED AND SEALED.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON MAY 29, 2026, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.

_____

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ELIZABETH A. LINDSAY, P.L.S. 4724 ON MAY 29, 2026.

EXHIBIT ___

SHEET NO. 1
OF 3 SHEETS
PROJECT NO. 2011768

DATE	REVISIONS

300 SW DIXIE HWY, STUART,
MARTIN COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION
SIDEWALK EASEMENT

DATE 05/28/2026
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY E.A.L.
CHECKED BY E.A.L.

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933FAX
LICENSED BUSINESS NO. 6852

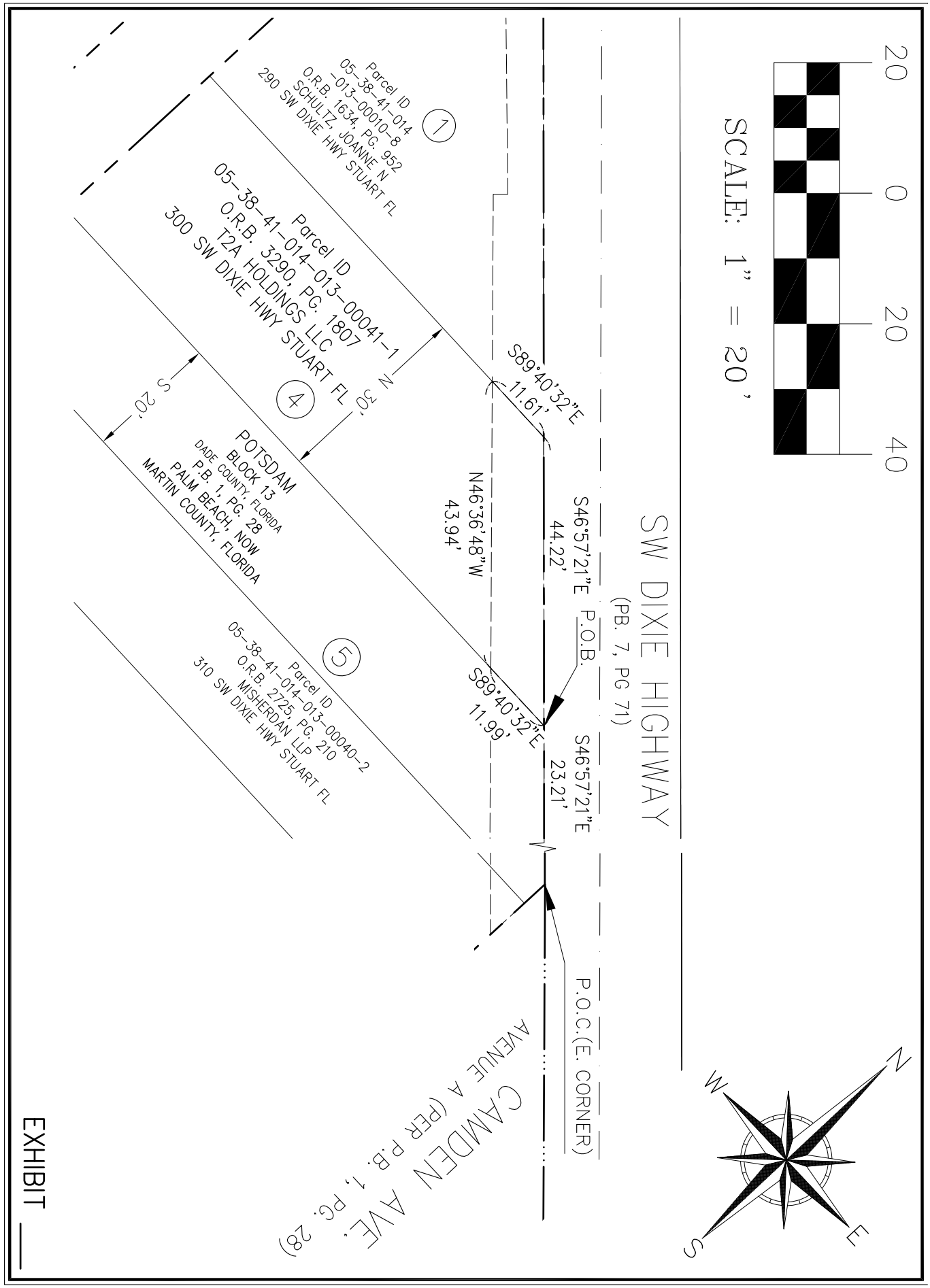


EXHIBIT ___

SHEET NO. 2 OF 3 SHEETS
PROJECT NO. 2011768

DATE	REVISIONS

300 SW DIXIE HWY, STUART,
MARTIN COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION
SIDEWALK EASEMENT

DATE 05/28/2026
SCALE 1"=20'
FIELD BK.
DRAWING BY E.A.L.
CHECKED BY E.A.L.

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 SW. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933FAX
LICENSED BUSINESS NO. 6852

P:\FL\2011768-Captec_Engineering\027-Dixie Hwy Triangle COS 26-20\cadd\DIXIE HWY s-l-walk 5-27-26.dwg, 6/3/2026 12:31:58 PM, Adobe PDF, 1:1, EAL

ABBREVIATIONS

Δ	CENTRAL (DELTA) ANGLE
L	LENGTH
NO.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
P.L.S.	PROFESSIONAL LAND SURVEYOR
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R	RADIUS
RNG.	RANGE
SEC.	SECTION
TWP.	TOWNSHIP

LEGAL DESCRIPTION

SIDEWALK EASEMENT FOR T2A HOLDINGS, LLC.

A PARCEL OF LAND BEING A PORTION OF LOT 4 OF BLOCK 13 OF THE PLAT OF POSTDAM – DADE COUNTY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 28 OF PUBLIC RECORD OF PALM BEACH COUNTY, NOW MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE MOST EASTERLY CORNER OF SAID BLOCK 13; THENCE NORTH 46°57'21" WEST ALONG WESTERLY RIGHT OF WAY LINE OF SW DIXIE HIGHWAY FOR 23.21 FEET TO THE NORTH LINE OF THE SOUTH 20 FEET OF SAID LOT 4 AND THE POINT OF BEGINNING; THENCE NORTH 89°40'32" WEST ALONG SAID NORTH LINE FOR 11.99 FEET; THENCE NORTH 46°36'48" WEST FOR 43.94 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE SOUTH 89°40'32" EAST FOR 11.61 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE SW DIXIE HIGHWAY; THENCE SOUTH 46°57'21" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 44.22 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 354.03 SQUARE FEET OR 0.008 ACRES, MORE OR LESS

SAID EASEMENT BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS

EXHIBIT ___

SHEET NO. 3
OF 3 SHEETS
PROJECT NO. 2011768

DATE	REVISIONS

300 SW DIXIE HWY, STUART,
MARTIN COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION
SIDEWALK EASEMENT

DATE 05/28/2026
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY E.A.L.
CHECKED BY E.A.L.

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933FAX
LICENSED BUSINESS NO. 6852

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 10/12/2026 **Prepared by:** Pinal Gandhi-Savdas

Title of Item:
APPLICATION WITHDRAWN: DEED OF DEDICATION - 310 SW DIXIE HWY - MISHERDAN LLP (RC):

RESOLUTION No. 54-2026; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ACCEPTING A DEED OF DEDICATION FROM MISHERDAN LLP FOR RIGHT-OF-WAY AND SIDEWALK PURPOSES ALONG SW DIXIE HIGHWAY; PROVIDING FOR PARKING RELIEF AND ZONING AND LAND USE CALCULATION CREDIT, AND A TEMPORARY CONSTRUCTION LICENSE; AUTHORIZING EXECUTION AND RECORDATION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:
SUMMARY

This matter is included in the agenda because it was set for a date certain of 10/12/26, but it will not be heard during the meeting as it has been withdrawn. The City Commission is being asked to consider approval of Resolution No. 54-2026 accepting a Deed of Dedication from MISHERDAN LLP for right-of-way and sidewalk purposes associated with the SW Dixie Highway Streetscape Improvements Project.

As part of the project, the property owner has agreed to dedicate a portion of the property located at 310 SW Dixie Highway, to the City to accommodate planned public improvements, including pedestrian, streetscape, and related infrastructure enhancements. In consideration of the dedication, the City will provide certain development-related benefits, including parking relief and continued recognition of the dedicated area for zoning and land use calculations. The property owner will also authorize a temporary construction license to facilitate construction activities associated with the project.

As consideration for the dedication, Resolution No. 54-2026 provides the following:

Parking Relief:
The property will receive relief from applicable off-street parking requirements in accordance with City regulations.

Zoning and Land Use Calculation Credit:
The area conveyed for right-of-way purposes will continue to be recognized as part of the overall legal parcel area for applicable zoning and land use calculations, including, but not limited to, density, lot coverage, floor area ratio, and required setbacks.

Temporary Construction License:
The property owner will execute a Temporary Construction License Agreement authorizing the City, its contractors, utility providers, and authorized agents to temporarily access and use a limited portion of the remaining property, as necessary, to facilitate construction activities associated with the project. Such activities may include grading, sidewalk transitions, landscaping, drainage improvements, utility connections, harmonization, and other related construction coordination.

BACKGROUND

The Community Redevelopment Agency (CRA) is undertaking the SW Dixie Highway Streetscape Improvements Project to enhance pedestrian safety, mobility, accessibility, and overall public infrastructure along the Dixie Highway corridor.

The project includes sidewalk improvements, pedestrian connectivity enhancements, streetscape elements, drainage improvements, and other related infrastructure upgrades. In order to construct the planned improvements, additional right-of-way is required in certain locations along the corridor.

The property located at 310 SW Dixie Highway is owned by MISHERDAN LLP. The property owner has agreed to dedicate a portion of the property to the City for public right-of-way and sidewalk purposes, as depicted in the attached Sketch and Legal Description (Exhibit “A”).

Funding Source:

There is no direct fiscal impact associated with acceptance of the right-of-way dedication. The dedication will provide the necessary property rights to support construction of the SW Dixie Highway Streetscape Improvements Project.

Project construction costs are included within the approved project budget.

Recommended Action:

Staff recommend that the City Commission approve Resolution No. 54-2026 accepting the Deed of Dedication from MISHERDAN LLP for right-of-way and sidewalk purposes associated with the SW Dixie Highway Streetscape Improvements Project.

ATTACHMENTS:

1. R54-2026_Deed of Dedication_310 S Dixie Hwy
2. Exhibit A - Deed of Dedication and Sketch and Legal_310 S Dixie Hwy

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 54-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ACCEPTING A DEED OF DEDICATION FROM MISHERDAN LLP FOR RIGHT-OF-WAY AND SIDEWALK PURPOSES ALONG SE DIXIE HIGHWAY; PROVIDING FOR PARKING RELIEF AND ZONING AND LAND USE CALCULATION CREDIT, AND A TEMPORARY CONSTRUCTION LICENSE; AUTHORIZING EXECUTION AND RECORDATION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Community Redevelopment Agency ("CRA") of the City of Stuart is authorized pursuant to Section 163.370 of the Florida Statutes, the City of Stuart has the authority to undertake redevelopment activities, including the acquisition of real property, within the Community Redevelopment Area; and

WHEREAS, the CRA is undertaking the Dixie Highway Streetscape Improvements Project to enhance pedestrian safety, mobility, and public infrastructure within the corridor; and

WHEREAS, MISHERDAN LLP ("Grantor") is the owner of certain real property located within the Community Redevelopment Area at 310 SW Dixie Highway, Stuart, Florida 34994; and

WHEREAS, as part of the Project, the Grantor has agreed to dedicate a portion of its property to the City for public right-of-way and sidewalk purposes, and the City has

agreed to provide parking relief and continued recognition of the dedicated land area for land use and zoning calculations as consideration for the dedication, subject to the terms of this Resolution; and

WHEREAS, the City anticipates that temporary access to a limited portion of the Grantor's remaining property beyond the dedicated right-of-way may be necessary to facilitate construction and ensure a seamless transition between the public improvements and the remaining private property; and

WHEREAS, the legal description and sketch of the property to be dedicated are attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the City Commission finds that acceptance of this Right-of-Way Deed of Dedication and the approval granted herein serves the public purpose and promote the health, safety, and welfare of the residents of the City of Stuart.

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

SECTION 1: The above-referenced recitals are hereby incorporated as if fully set forth herein.

SECTION 2: The Deed of Dedication from MISHERDAN LLP which is attached hereto legally describing certain real property for public right-of-way and sidewalk purposes associated with the SW Dixie Highway Streetscape Improvements Project is hereby accepted.

SECTION 3: The City Manager or designee is hereby authorized to take all actions necessary to accept, execute, and record the Deed of Dedication and this Resolution in the public records of Martin County, Florida.

SECTION 4: As consideration for the dedication, the subject property shall be designated as parking exempt and shall be relieved from applicable off-street parking requirements in accordance with City regulations. Any existing on-site parking spaces at the time of the dedication shall remain unless the property undergoes any substantial improvement(s), substantial renovation as defined by Chapter XII of the City's Land Development Code, at which time the parking exemption shall apply on-site parking requirements.

SECTION 5: The area conveyed for right-of-way purposes shall continue to be included as part of the overall legal parcel area for land use and zoning calculations, including but not limited to density, lot coverage, floor area ratio, and required setbacks, without regard to the right-of-way dedication.

SECTION 6: As additional consideration for the parking relief and zoning and land use calculation credit granted herein, the Grantor agrees to execute a Temporary Construction

License Agreement, in a form approved by the City Attorney, authorizing the City, its contractors, agents, and utility providers to access and temporarily use a portion of the Grantor's property extending up to ten (10) feet beyond the dedicated right-of-way, as reasonably necessary for grading, sidewalk transitions, landscaping, drainage improvements, utility tie-ins, and related construction harmonization for the SW Dixie Highway Streetscape Improvements Project. The license shall be temporary and shall terminate upon completion of construction or as otherwise provided in the agreement.

SECTION 7: The City Clerk is hereby authorized and directed to record the Right-of-Way Deed of Dedication, this Resolution and any other documents approved pursuant to this Resolution that are required to be recorded in the Public Records of Martin County, Florida.

SECTION 8: This resolution shall take effect upon adoption.

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

	YES	NO	ABSENT	ABSTAIN
EULA R. CLARKE, MAYOR				
LAURA GIOBBI, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				
SEAN REED, COMMISSIONER				
CAMPBELL RICH, COMMISSIONER				

ADOPTED this ___ day of _____, 2026.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
LEE J. BAGGETT, ESQ
CITY ATTORNEY

Return to:
Lee J. Baggett, City Attorney
City of Stuart, Florida
121 SW Flagler Avenue
Stuart, FL 34994

DEED OF DEDICATION

THIS DEED OF DEDICATION made this 14 day of August, 2026,

By: **MISHERDAN LLP,** ("Grantors"), the owners of the below described real property, whose post office address is 310 SW Dixie Hwy, Stuart, Florida 34994.

To: **THE CITY OF STUART,** a municipal corporation of the State of Florida ("Grantee"), whose post office address is 121 SW Flagler Avenue, Stuart, Florida 34994.

WITNESSETH: Grantors, for and in consideration of good and valuable consideration, the receipt, and sufficiency of which is hereby acknowledged, and pursuant to Resolution No. 54-2026 adopted by the City Commission of the City of Stuart, does hereby dedicate to the public and Grantee, in perpetuity, the real property legally described and sketched in Exhibit "A" attached hereto and lying, being and situate in the City of Stuart, Martin County, Florida, for use as public right-of-way and for a sidewalk.

THIS DEDICATION is made for the purpose of creating additional public right-of-way and a sidewalk along SE Dixie Hwy, within the City of Stuart.

WITNESS our hands and seals on the day and year first above written.

Signed, sealed, and delivered in the presence of these witnesses:

Signature

Print Name: Alicia King

Address: 121 SW Flagler Ave Stuart FL 34994

Signature

Print Name: Jordan Pinkston

Address: 121 SW Flagler Ave. Stuart, FL 34994

GRANTORS:

Owner's Signature

MISHERDAN LLC

Print Name: SHERRY A. LEE

Title: MANAGER

Address: 310 SW DIXIE HWY STUART, FL 34994

Owner's Signature

Print Name: _____

Title: _____

Adress: _____

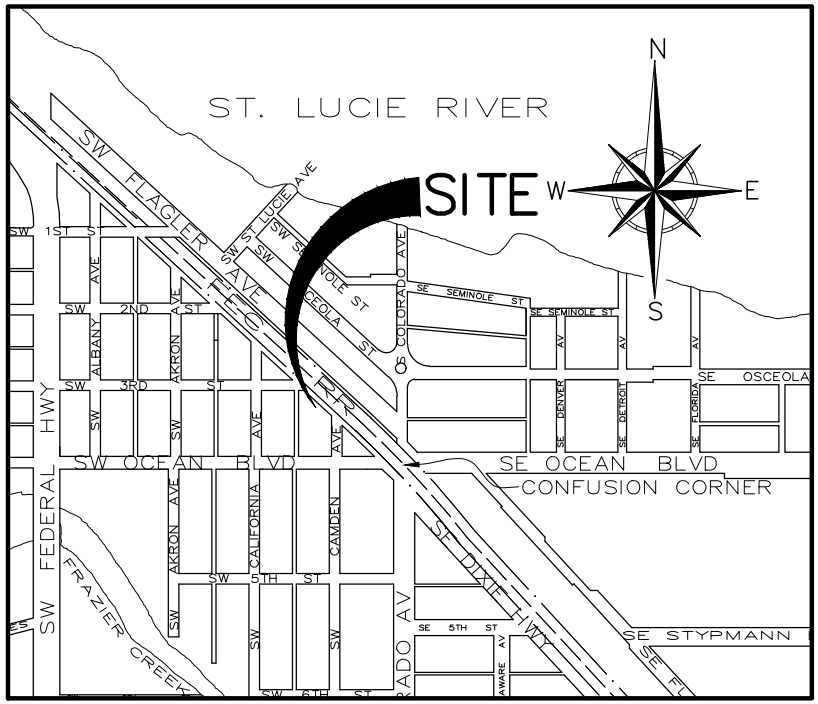
STATE OF Florida)
)
COUNTY OF Martin)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 14th day of August, 2026, by MISHERDAN LLP as owner(s) of the subject premises, who is/are ☐ personally known or ☐ produced Driver License as identification.

(NOTARIAL SEAL)

Printed Name: _____
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
GRISEL P. ALVARADO
MY COMMISSION # HH 709592
EXPIRES: October 31, 2029



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S NOTES

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE SOUTH RIGHT OF WAY OF SW DIXIE HWY, BASED ON STATE PLANE COORDINATES, U.S. SURVEY FEET, NORTH AMERICAN DATUM OF 1983/2011 (N.A.D. 83/11), FLORIDA EAST ZONE, REFERENCE A BEARING OF SOUTH 46°57'21" EAST ALONG THE SOUTH RIGHT OF WAY LINE IN SECTION 05, TOWNSHIP, 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA.

2. THIS IS NOT A BOUNDARY SURVEY.

3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3 AND WITH THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR, UNLESS DIGITALLY SIGNED AND SEALED.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON MAY 29, 2026, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.

_____
ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ELIZABETH A. LINDSAY, P.L.S. 4724 ON AUG 10, 2026.

EXHIBIT ____

SHEET NO. 1
OF 3 SHEETS
PROJECT NO. 2011768

DATE	REVISIONS
08/10/26	REVISE PARCEL

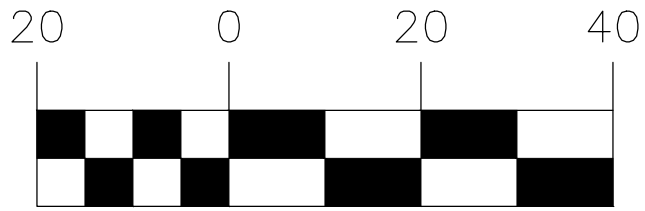
310 SW DIXIE HWY, STUART,
MARTIN COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION
SIDEWALK EASEMENT

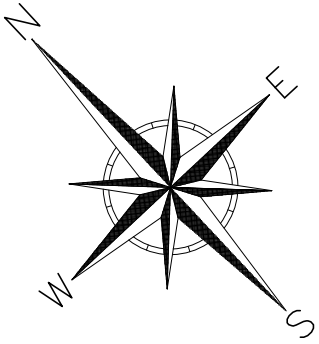
DATE 05/28/2026
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY E.A.L.
CHECKED BY E.A.L.

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933FAX
LICENSED BUSINESS NO. 6852

P:\FL\2011768-Captec_Engineering\027-Dixie Hwy Triangle COS 26-20\cadd\DIXIE HWY s-l-walk 5-27-26.dwg, LOT 5 (1), 8/10/2026 9:18:48 AM, DWG To PDF.pc3, 1:1, EAL



SCALE: 1" = 20'



SW DIXIE HIGHWAY
(PB. 7, PG 71)

P.O.B.(MOST E'STLY CORNER)

S46°57'21"E
23.21'

S0°29'28"W
9.18'

S89°40'32"E
9.65'

N46°36'48"W
36.51'

CAMDEN AVE.
AVENUE A (PER P.B. 1, PG. 28)

Parcel ID
05-38-41-014-013-00041-1
O.R.B. 3290, PG. 1807
T2A HOLDINGS LLC
300 SW DIXIE HWY STUART FL

(5)

Parcel ID
05-38-41-014-013-00040-2
O.R.B. 2725, PG. 210
MISHERDAN LLP
310 SW DIXIE HWY STUART FL

POTSDAM
BLOCK 13
DADE COUNTY, FLORIDA
P.B. 1, PG. 28
PALM BEACH, NOW
MARTIN COUNTY, FLORIDA

EXHIBIT ___

SHEET NO. 2 OF 3 SHEETS PROJECT NO. 2011768	DATE / REVISIONS 08/10/26 REVISE PARCEL	310 SW DIXIE HWY, STUART, MARTIN COUNTY, FLORIDA SKETCH AND LEGAL DESCRIPTION SIDEWALK EASEMENT	DATE 05/28/2026 SCALE 1"=20' FIELD BK. DRAWING BY E.A.L. CHECKED BY E.A.L.	BETSY LINDSAY A DIVISION OF HALEY WARD, INC. 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5933FAX LICENSED BUSINESS NO. 6852

P:\FL\2011768-Captec_Engineering\027-Dixie Hwy Triangle COS 26-20\cadd\DIXIE HWY s-l-walk 5-27-26.dwg, LOT 5(2), 8/10/2026 9:20:24 AM, DWG To PDF.pc3, 1:1, EAL

ABBREVIATIONS

Δ	CENTRAL (DELTA) ANGLE
L	LENGTH
NO.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
P.L.S.	PROFESSIONAL LAND SURVEYOR
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R	RADIUS
RNG.	RANGE
SEC.	SECTION
TWP.	TOWNSHIP

LEGAL DESCRIPTION

SIDEWALK EASEMENT FOR MISHERDAN, LLP.

A PARCEL OF LAND BEING A PORTION OF LOTS 4 AND 5 OF BLOCK 13 OF THE PLAT OF POSTDAM – DADE COUNTY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 28 OF PUBLIC RECORD OF PALM BEACH COUNTY, NOW MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN AT THE MOST EASTERLY CORNER OF SAID BLOCK 13; THENCE SOUTH 00°29'28' WEST ALONG THE EAST LINE OF SAID BLOCK 13 FOR 9.18 FEET; THENCE NORTH 46°36'48" WEST FOR 36.51 FEET TO THE NORTH LINE OF THE SOUTH 20 FEET OF SAID LOT 4; THENCE SOUTH 89°40'32" EAST ALONG SAID NORTH LINE FOR 9.65 FEET TO AN INTERSECTION WITH WESTERLY RIGHT OF WAY LINE OF SW DIXIE HIGHWAY; THENCE SOUTH 46°57'21" EAST ALONG SAID RIGHT OF WAY LINE FOR 23.21 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 198.80 SQUARE FEET, OR 0.0046 ACRES, MORE OR LESS

SAID EASEMENT BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

EXHIBIT ___

SHEET NO. 3
OF 3 SHEETS
PROJECT NO. 2011768

DATE	REVISIONS
08/10/26	REVISE PARCEL

310 SW DIXIE HWY, STUART,
MARTIN COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION
SIDEWALK EASEMENT

DATE 05/28/2026
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY E.A.L.
CHECKED BY E.A.L.

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933FAX
LICENSED BUSINESS NO. 6852

P:\FL\2011768-Captec_Engineering\027-Dixie Hwy Triangle COS 26-20\cadd\DIXIE HWY s-l-walk 5-27-26.dwg, LOT 5(3), 8/10/2026 9:20:49 AM, DWG To PDF.pc3, 1:1, EAL

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 10/12/2026 **Prepared by:** Mary Kindel

Title of Item:
COMMISSIONER SALARY DISCUSSION

Summary Explanation/Background Information on Agenda Request:
This item is presented for discussion and deliberation only. At the September 9, 2026, Regular City Commission meeting, the City Commission directed staff to place an item on a future agenda to discuss the possibility of Commissioners voluntarily waiving their salaries for the next two years.

Subsequently, at the September 14, 2026, budget adoption hearing, the City Commission adopted the Fiscal Year 2027 budget, which includes the currently authorized compensation for members of the City Commission. After reviewing the September 14, 2026, Budget Meeting, there did not appear to be any reference or discussion regarding a modification of the budget pertaining to this issue.

The current Discussion and Deliberation is intended to provide the Commission with an opportunity to provide additional staff direction. Commission compensation is also associated with other employment-related benefits and obligations. If the Commission wishes to consider modifying compensation, staff would need direction to evaluate the related administrative, budgetary and benefit implications, including any effects on Florida Retirement System participation or contributions, health insurance contributions, payroll administration, and other benefits or costs associated with Commission service.

Funding Source:
General Fund

Recommended Action:
N/A

ATTACHMENTS:

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
City Commission

Meeting Date: 10/12/2026 **Prepared by:** Mary Kindel

Title of Item:
ELECTRONIC PUBLIC RECORDS DISCUSSION

Summary Explanation/Background Information on Agenda Request:
A discussion on electronic public records (e-mails) of the Commission and Manager. This item is presented for discussion and deliberation only. Prior to commission discussion, staff will present information regarding public access to the emails sent to or received by members of the City Commission and the City Manager. The presentation will outline potential benefits, operational considerations, legal and public-records requirements, accessibility issues, cybersecurity considerations, staffing needs, and technology requirements associated with implementing such a program.

Funding Source:
N/A

Recommended Action:
N/A

ATTACHMENTS: