CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION

Meeting Date: 9/27/2021 **Prepared by:** Alaina Knofla

Title of Item:

REQUEST TO SOLICIT RFP FOR EAST OCEAN REDEVELOPMENT (RC):

RESOLUTION No. 97-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUESTS AUTHORIZATION TO SOLICIT RFP #2022-200, REDEVELOPMENT OF THREE ADJOINING PARCELS "OCEAN BLVD", FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Community Redevelopment Agency purchased a portion of this property with the intent to redevelop and spur economic development opportunities on Ocean Blvd.

Funding Source:

N/A

Recommended Action:

Adopt Resolution 97-2021

ATTACHMENTS:

	Description	Upload Date	Type
🗋	R37-2021	9/16/2021	Cover Memo
🗋	Solicitation	9/16/2021	Cover Memo

BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 97-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA REQUESTS AUTHORIZATION TO SOLICIT RFP #2022-200, REDEVELOPMENT OF THREE ADJOINING PARCELS ON EAST OCEAN BLVD. FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Commission of the City of Stuart hereby approves the authorization to solicit RFP #2022-200, Redevelopment of three adjoining parcels on East Ocean Blvd.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 97-2021
Authorization to Solicit for RFP #2022-200, Redevelopment of three adjoining parcels on East Ocean Blvd.

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				
MERRITT MATHESON, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				
MIKE MEIER, COMMISSIONER				

ADOPTED this 27th day of September 2021.

ATTEST:

_____
MARY R. KINDEL
CITY CLERK

_____
EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement Division
purchasing@ci.stuart.fl.us
PH: 772-288-5320 • FAX: 772-600-1202

Request for Proposal (RFP) No. 2022-200

Redevelopment of three adjoining parcels on East Ocean Blvd

Event	Date
Date RFP Issued	10/6/21
Due date for proposer questions	10/22/21
RFP Due Date	11/5/21

City of Stuart

RFP 2022-200

Redevelopment of three adjoining parcels on East Ocean Blvd

Advertisement

Proposals for City of Stuart **Redevelopment of three adjoining parcels on East Ocean Blvd** will be received by the City of Stuart at the Procurement Office, 121 S.W. Flagler Avenue, Stuart, Florida, 34994, until Friday November 5, 2021 at 2:30 P.M.

The City of Stuart is soliciting qualified and experienced development firms interested in the long-term lease and development of three adjoining City-owned parcels in downtown "Ocean Blvd" 3.58-acre property.

The City encourages E-bidding via DemandStar at https://www.demandstar.com. If not submitting electronically than an original, five (5) copies and **one (1) electronic copy (PDF format preferred) on a CD or flash drive** must be submitted in sealed envelopes/packages addressed to Procurement Division, City of Stuart, and marked **RFP 2021-204 Ocean Blvd Redevelopment.** Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

A complete bid package can be obtained by contacting the Procurement Office at 772-288-5320, purchasing@ci.stuart.fl.us or from DemandStar at http://network.demandstar.com or by calling (866) 273-1863. The City of Stuart is not responsible for the content of any bid package received through any 3rd party bid service or any source.

Mail/Overnight Submittal Responses to:
Stuart City Hall
Procurement Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

Mark outside of envelope: RFP 2022-200: Redevelopment of three adjoining parcels on East Ocean Blvd

Dated: **9/27/2021**
Published: **10/6/2021**

PART 1 - GENERAL INFORMATION

1.1. OVERVIEW

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for experienced Developers to submit their interest in the redevelopment of three parcels as described herein.

Note: This site has existing structures, see map contained in this document. The strip plaza on the eastern property is to be demolished and has month to month leases. The larger structures to the west (outlined in blue on the map) has existing long-term leases that the city would be interested in ending early to move its city hall functions to the structure. There is also a bank drive through in the western parking lot associated with the bank that occupies the first floor of the 3-story structure that must remain until the bank has vacated. If the lease holders are not willing to terminate their lease early a multi-phase approach to the redevelopment would need to occur (i.e. build the eastern site side first followed by the western site). Parking for the structures that are to remain must be considered in the proposal.

1.2. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by Proposers in connection with preparation of a response to this RFP.

1.3. INQUIRIES

The City will not respond to oral inquiries. Interested proposers may contact the Procurement Office regarding questions about the proposal at the Procurement Division, City Hall, 121 SW Flagler Avenue, Stuart, FL 34994, email: purchasing@ci.stuart.fl.us. The Procurement Office will also receive written requests for clarification concerning the meaning or interpretation of this RFP, until October 22, 2021. Questions shall be faxed or emailed with reference to the RFP number. All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

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

1.4. DELAYS

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

1.5. QUALIFICATION SUBMISSION AND WITHDRAWAL

The City will receive all proposals at the following address:

Stuart City Hall
Procurement Division
121 S.W. Flagler Avenue
Stuart, Florida 34994

To facilitate processing, please mark the outside of the envelope as follows: **RFP 2022-200: Redevelopment of three adjoining parcels on East Ocean Blvd.** The City encourages E-bidding if submitting via mail the envelope shall also include the proposer's return address. Respondents shall submit one (1) original, five (5) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive of their proposal submittal in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping service.

THE CITY MUST RECEIVE ALL PROPOSALS BY
2:30 P.M. ON Friday November 5, 2021

Due to the irregularity of mail service, the City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement Office, as specified above, prior to the deadline set for receiving proposals. A proposal received by the City Procurement Office after the established deadline will be returned unopened to the proposer.

Proposers may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Proposers may withdraw their submissions in person or by an authorized representative. Proposers and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives), and provide the City with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1.6. ADDENDA

If revisions become necessary, the City will provide written addenda. It is the responsibility of the proposer to obtain any addenda issued. The City will make every effort to notify registered Proposers by email that an addendum has been made to the RFP. The City shall not be responsible for providing notice of addenda to potential proposers who receive an RFP package from sources other than the City or DemandStar. All addenda issued by the City must be acknowledged within the proposal at the time it is submitted to the City. Failure to acknowledge all addenda may result in disqualification.

1.7. EQUAL OPPORTUNITY

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

1.8. CONTRACT AWARD

The City of Stuart anticipates entering into a contract with the proposer who submits the proposal judged by the City to be most advantageous. The proposer understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist, and is not binding, until proposals are reviewed and accepted by the City and executed by all parties. Proposers are advised that any contract which may result from the RFP is subject to negotiation, if in the City's opinion, such deviation is reasonable, justifiable, and serves the best interest of this procurement and the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to enter negotiations with the second, most responsive and responsible proposer determined by the city commission, or it may re-solicit proposals.

The City reserves the right to reject all proposals, to waive non-material, technical variances in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

1.9. DEVELOPMENT COSTS

Neither the City nor their representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFP.

1.10. INSURANCE

The successful professional shall not commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful professional allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida. The successful professional shall maintain required insurance coverage for the full term of this agreement or for such longer periods as may be specifically required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and rated no less than "B" as to management and no less than Class "VIII" as to strength in accordance with the A.M. Best Company Insurance Guide, or its equivalent as determined by the City in its sole discretion.

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

Worker's Compensation Insurance: The professional/service provider shall maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project that complies fully with the State of Florida Worker's Compensation Law, F.S. 440.

General Liability: The Proposer shall, during the life of this agreement take out and maintain broad form Commercial General Liability including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than $1,000,000 per occurrence, $1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)

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

a) The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.

b) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

c) The City of Stuart is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance and Business Automobile Liability Insurance.

d) The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:

City of Stuart
121 S.W. Flagler Avenue
Stuart, FL 34994

e) No City Division, Department, or individual name should appear on the certificate. NO OTHER FORMAT WILL BE ACCEPTABLE.

f) The "Acord" certification of insurance form should be used.

1.11. PUBLIC ENTITY CRIMES

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

1.12. SUSPENDED VENDOR

An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:

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

1.13. ASSIGNMENT & SUBCONTRACTING

The successful proposer will not be permitted to assign its contract with the City or to subcontract any of the work requirements to be performed.

1.14. PUBLIC RECORDS

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

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. Vendors shall not submit pages marked "proprietary" or otherwise "restricted".

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

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

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

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

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

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

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

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

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

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

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

1.16. TAXES & LICENSES

Proposer shall, at his own expense, pay all licenses, fees and taxes on labor, insurance benefits, vacations, holidays, and all manner of other charges, levies or fees of every description, and comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.

a) Licenses: Firms utilizing employee leasing companies, Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.
b) Sunbiz: Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.
c) Business Tax Receipt: Proposer shall comply with Business Tax Receipt requirements for their business location A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.

1.17. BACKGROUND INFORMATION

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

1.18. REFERENCES/RECORD CHECK

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

1.19. DRUG-FREE WORKPLACE

Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Ctiy for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1.20. COMPETENCY OF RESPONDENTS

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

well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

1.21. PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

1.22. REJECTION OF PROPOSALS

The CITY reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.

1.23. CONFLICT OF INTEREST

The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

1.24. CONE OF SILENCE

A Cone of Silence shall be in effect during the Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications.

The Cone of Silence shall terminate at the time the City Commission or City Manager makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action in the Competitive Solicitation.

Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City Manager.

PART 2 - STATEMENT OF WORK

2.1. BACKGROUND

The City is soliciting offers for the purchase or long-term lease (preferred) of the property and subsequent development of industrial, office, retail, multi-family, mixed-use, recreational/entertainment and other uses that are associated with a vibrant downtown urban district. The design, layout and architectural features of the project should complement the urban downtown and reflect architectural. Mixed use is not mandatory but should be considered as it is a prominent intent of the City's CRA plan.

The City considers this a Public Private Partnership (PPP) for the development of properties that benefits the citizens. The intent is to maintain high-quality growth in the region. The plan calls for a comprehensive strategy for redevelopment efforts, focused on spurring development downtown. Using the public and, private sectors in creating, funding, and implementing the redevelopment strategy, the plan should establish specific steps for implementation. PPP should also provide financing mechanisms, and public/private institutions. Land use regulations, such as the redesignation of land to spur reinvestment and the inclusion of community members in the planning process, to catalyze new development.

The Public/Private Partnership Agreement will address the following:

1. Specific development program including:
    - Uses and intensity of uses;
    - Land area to be redeveloped;
    - Off-street parking;
    - Streets, pedestrian ways, plazas and parks;
    - Integration with existing building/future city hall;
2. A preliminary site plan.
3. A design palette for public and private places and structures.
4. A development schedule.
5. The terms and conditions of purchase/lease.
6. Capital improvement agreements.
7. Joint operating agreements for any public/private uses

As in all development processes, the developer must evaluate the market and determine interest. The public partner should provide substantial background information. The developer must also identify and assess the opportunity for the project and assess whether it is feasible. The developer needs to make an internal assessment of the resources that are required to accomplish the project, including such items as potential staff, assessment of risk, potential deal structures (whether they will work for a fee or be partners in the venture), potential investors, and political and community leadership and working relationships with leaders.

2.2 ABOUT DOWNTOWN STUART

Stuart is thriving, aided by the Stuart Community Redevelopment Agency. To enable flexibility in design the City has an innovative "Urban Code" and Urban Planned Unit Development (UPUD) mechanism. The UPUD supports imaginative development and smaller residential unit sizes, which bring with them potential density and parking benefits. Also significant is the community's willingness to invest in public infrastructure. A few examples include the Stuart Feed Store Property, Shepard Park Fish Walk & River Walk System, Cultural Courthouse Center & Bandstand Park, Flagler Center & Park Restoration, City Anchorage and Marina, Memorial Park Restoration, and most recently the Colorado Avenue streetscape project. Through grants and local sources, tens of millions of dollars have been invested. This strong commitment to redevelopment continues with the City's current efforts to secure an experienced developer for this property. Respondents are expected to reflect a firm understanding of the City's commitment in their submittals.

2.3 GENERAL SITE INFORMATION

The properties are located in the heart of Stuart's vibrant Community Redevelopment Area (CRA) and to the east of the 'Old Downtown' area (Fig A). The subject properties, 301 SE Ocean Blvd, 325 SE Ocean Blvd and 330 SE Ocean Blvd are bounded to the east by SE Georgia Ave and to the west by SE Florida Ave and have a combined area of 3.58 Acres (Fig B). The buildings that are to stay and designated as the future city hall are depicted in blue (Fig C), modifications or changes to this can be suggested.

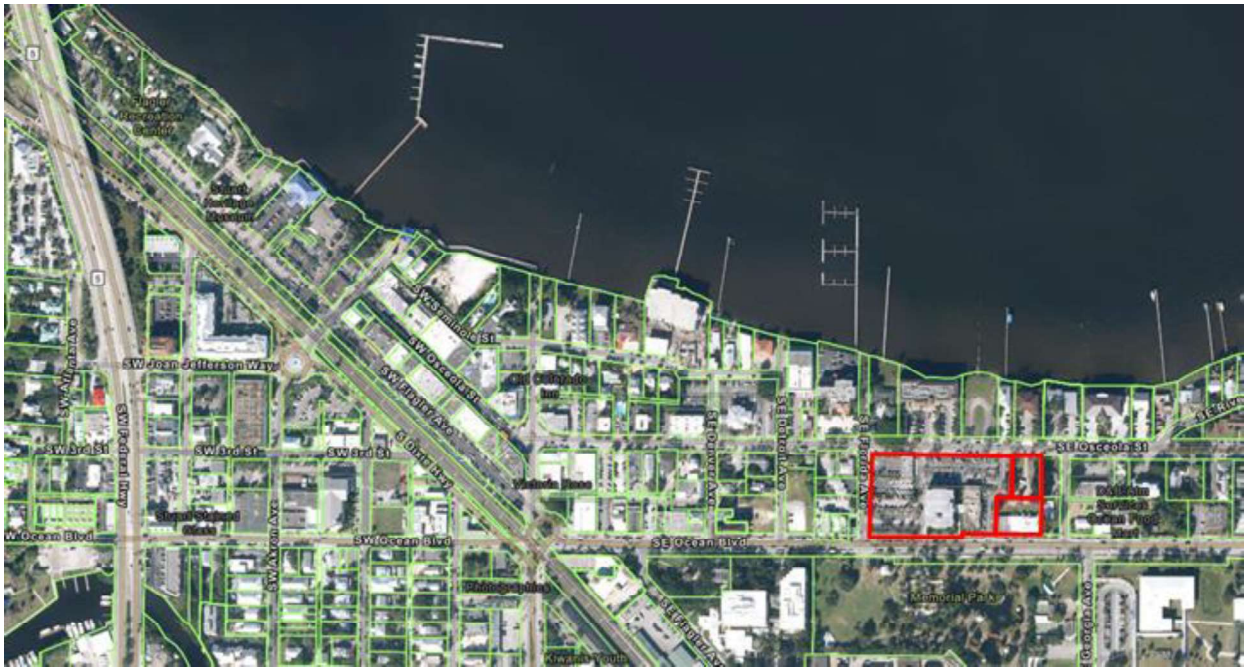


Fig A: Location



Fig B: Parcel REF



Fig. C City Hall

REF.	PARCEL ID	ADDRESS	AREA (Acres)
1	043841014002000104	301 SE OCEAN BLVD	2.84
2	043841000000000907	325 SE OCEAN BLVD	0.42
3	043841000000000701	330 SE OSCEOLA ST	0.32

All parcels have the same Future Land Use designation of Downtown Redevelopment and Zoning category of Urban General. Extracts from those Codes are attached at Attachment A. This combination of designations allow the utilization of an Urban Planned Unit Development zoning category, details at Attachment B.

REF.	PARCEL ID	ZONING	FUTURE LAND USE
1	043841014002000104	URBAN GENERAL	DOWNTOWN REDEVELOPMENT
2	043841000000000907	URBAN GENERAL	DOWNTOWN REDEVELOPMENT
3	043841000000000701	URBAN GENERAL	DOWNTOWN REDEVELOPMENT

It should be noted that the City purchased the properties having a wider redevelopment initiative in mind. The existing 'Wells Fargo' building on 301 SE Ocean Blvd is earmarked to be refitted for a future relocation of the City Hall and is to remain in the overall project. The relocation of City Hall will require an allocation of parking and lease holder parking. The breakdown of parking allocation will be required as part of the bid response. The existing medical building located on parcel 1 is subject to an existing lease agreement, which may be negotiated as part of the proposed redevelopment. The properties are currently valued by the Martin County Property

Appraiser at $3.5 million, $769,000 and $225,000 respectively. Located within the City's Transportation Concurrency Exemption Area (TCEA).

City water and sewer service are immediately available to the site. FPL and natural gas services are also available. Opportunities for the joint use of surrounding public rights-of-way markedly enhance the properties' development potential.

2.4. SITE VISIT

Proposers are advised to make a thorough inspection of the site. All questions are to be sent to purchasing@ci.stuart.fl.us, no later than 5:00pm October 22, 2021.

2.5 MINIMUM QUALIFICATIONS AND EXPERIENCE

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

A deposit of ten thousand dollars ($10,000) will be required for the submission. Once the rankings are finalized, respondents may choose to have their deposit refunded in which case their submittal will be deemed withdrawn or their deposit will continue to be held by the City for further consideration of their submittal in the event a Public/Private Partnership Agreement is not successfully negotiated with the first ranked developer. The deposit funds will be for the exclusive use of engaging consultants to assist the City in reviewing the developer's proposal and to make specific recommendations for the terms and conditions of any the Public/Private Partnership Agreement and any resulting development agreement. Any of these funds not used on behalf of the City will be returned to the developer either upon execution of a successfully negotiated contract or if the determination is made that an agreement cannot be successfully negotiated. In the event that a Public/Private Partnership Agreement cannot be successfully negotiated with the first ranked respondent, the second respondent that has not withdrawn its deposit of ten thousand dollars ($10,000) which shall be used or disbursed in same manner as noted above, and so on until an Agreement has been successfully negotiated.

The City shall require a surety that will guarantee the City's interest and will ensure that the City will remain whole for the total amount of the investment, including evidence of bondability, and/or a Letter of Credit from Surety within their submittal response.

Respondent must include at least five (5) similar projects in complexity, nature, and size of proposed concept within the past ten (10) years.

- Description of qualification and experience developing mixed use projects and infill projects.
- A preliminary estimate of the total capital investment required to execute the project, coupled with a description of the source of capital for the execution of the project.
- Demonstration of commitment to the community which includes other projects completed within the area

Respondents shall submit to the extent that a respondent is comprised of one or more business entities or persons, information relative to each member of such team shall be included.

Respondent must accurately and fully disclose financial resources available to firm, Dun & Bradstreet number. Include any information that will give the City enough information to establish

the Proposer's financial capability such as successful prior projects, business references and bank references.

2.6. Hold Harmless:

Proposer shall, in addition to any other obligation to indemnify the City of Stuart, Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Stuart, its officials, and employees from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by and of them.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Stuart to enforce this indemnification clause shall be borne by the Contractor. The obligations contained in this indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

2.8. Negotiations:

The City maintains whatever authority is needed to go into contract dealings with the suggested Proposer(s). On the off chance that the City and the suggested Proposer(s) can't arrange an effective agreement, the City may end said exchanges and start dealings with another suggested Proposer(s). This cycle will proceed until a contract(s), adequate to the City, has been executed or all recommendations are dismissed. No proposer will have any rights against the City emerging from such dealings or end thereof

PART 3 - EVALUATION OF SUBMISSIONS

EVALUATION METHOD AND CRITERIA

The City reserves the right to evaluate each response on a separate and individual basis. The City further reserves the right to reject any and all responses submitted, or accept a response deemed most advantageous to the City. While the City desires to achieve a cost-effective analysis, the emphasis is on quality, not necessarily the lowest cost. The City's selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement.

An Evaluation Committee composed of five (5) City staff shall meet to evaluate each response in accordance with the requirements of this solicitation. Each Committee member will rank all proposals based on the criteria below. The 3 top ranked firms will be required to provide a presentation to the City Commission or Community Redevelopment Agency.

The City's decisions will be final. This criterion shall be utilized in the evaluation of the proposals. The City's evaluation criteria will include, but not be limited the following:

Character and Quality of Proposed Use, Including

- Total Cost Benefit to the City (return on investment)
- Qualifications and experience of the respondent and key members of the development team. Preference will be granted to respondents with urban, mixed use projects, projects blending an existing use(s) with new use(s), and incorporation of public spaces.
- The extent to which the preliminary development program is consistent with the goals, policies and objectives of the City's Comprehensive Plan and the Redevelopment Goals stated in the RFDQ.
- Delivering Similar Projects in Florida
- Financial capacity of the respondent to fund the required equity and obtain construction financing to accomplish the Future City Hall Redevelopment Project. Preference will be granted to respondents that (a) will utilize a more fiscally responsible level of debt financing, and (b) have direct control over the equity capital.
- Understanding of the City's redevelopment objectives/Commitment to superior design
- Management capability and Marketing strategies

Selection: The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted and the presentation. Individuals/firms will be notified in writing if they are selected to present to the commission. Notices for presentations will contain explicit instructions concerning location, date, time and length of presentation/interviews. The commission will select the top firm by a scoring ballot, which will be collected. Tabulated will be done by the city manager the following day. All finalist firms will then be notified of the award.

Terms and Conditions: Any actual or prospective Proposer who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals; selection or award recommendation shall file such dispute in writing with the City Manager, not later than close of business on the proposal opening date, as to the terms and conditions, and within ten (10) days of award recommendation. The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal which in its sole judgment best serves the interest of the City.

PART 4 - INSTRUCTIONS FOR PREPARING SUBMISSIONS

4-1. RULES FOR SUBMISSIONS

The City encourages E-bidding through DemandStar https://www.demandstar.com he submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP. The interested firm or individual must submit one (1)original, (5) copies and **one (1) electronic copy (PDF format preferred) on a CD or flash drive** of their proposal. Please tab all support documents or attachments according to the order established in the following paragraph.

IMPORTANT NOTE:

To expedite the evaluation of responses, it is mandatory that all respondents follow the format and instructions contained herein. The City retains the option to reject any response that does not conform to the stated requirements.

4-2. PROPOSAL FORMAT

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the City has no previous knowledge of their product or capabilities. Each response shall be prepared simply and economically, providing a straightforward and concise description of the respondent's capabilities regarding the specific work to be performed pursuant to this solicitation. Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to the solicitation requirements, and on completeness and clarity of content.

All abbreviations and acronyms used in the response shall be kept to a minimum and defined upon their first usage. Page size shall be 8.5 x 11 inches, foldouts are not acceptable. The text size should be 11 point or larger using Arial or Times New Roman font only.

Letter of Transmittal: The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to timely perform the work. Provide a statement indicating the respondent's interest in, knowledge of, and resources necessary to provide the services described in this RFP. An agent authorized to contractually bind Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The transmittal letter shall not exceed two pages in length.

Tab 1 ~ Qualifications/Knowledge/Experience

Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices, location of their project team, corporate structure, ownership interest, and the length of company's existence.

Tab 2 ~ Operational Plan

Describe, in detail, the proposed plan and intended use of the property (may include more than one). Include any proposed capital improvements to the property and a summary of the business plan with projected revenue. Describe Respondent's ability to operate and manage proposed redevelopment projects. If PPP is proposed, provide type of source selection methods assigned

to project delivery methods. For example, Design-bid-build, Operations and Maintenance, Design-build, Design-build-operate-maintain, or Design-build-finance-operate-maintain. Craft a public awareness program to inform stakeholders of the goals of the development strategy and the specific projects that are identified. Include a schematic of proposed design. Also include the following:

- Description of proposed use (i.e.: restaurant, professional office, commercial building, etc.)
- Description of proposed improvements if any (i.e.: office complex, commercial building,
- Define any risks you assess in this process and provide contingencies for those risks
- Any pros and cons necessary for successful operation of your proposed plan, including Selling vs leasing,
- Innovative measures of methods proposed, to include any tax benefits, and marketing strategies.
- Describe any demographic, cultural, educational, and other challenges.
- Describe in detail all sustainable development and green initiatives proposed.

Tab 3 Proposed Sales Price or Lease Rate:
Provide pricing for sale and/or lease including term (lease being preferred).

- **Sales Price:** Provide itemized pricing for the sale and development of properties.
- **Lease Option:** Propose within the submittal the preferred length of lease, proposed compensation to the City, and any proposed capital improvements to the property. Note any special terms and conditions sought in a final lease agreement. Although the amount of the lease is an evaluative criterion, it is not necessarily the determining factor in award of this solicitation. Include calculations that demonstrate the overall financial impact to the community with a reasonable estimate of expected tax revenue and business revenue attributable to the project. Include Proposal Schedule behind this tab.

Tab 4: Similar Projects
Successful similar in complexity, nature, and size of proposed concept within the past ten (10) years projects within Florida. Submit a list of previous completed projects within the past five years and a list of current projects; include colored photos of representative projects carried out by the respondent with complete descriptions. Indicate title and brief description of each project, including Lessor (contact person, address, and telephone number), length of lease and total lease value of each project.

Tab 5: Financial Capacity
A demonstration of the respondent's ability to fund or secure financing for the proposed project along with a statement of lender's requirements, if applicable. Provide list of outstanding contingent liabilities, pending legal actions or claims against the firm. Preference will be given to Respondents who can obtain their own financing. Respondent must accurately and fully disclose financial resources available to firm, Dun & Bradstreet number. Include any information that will give the City enough information to establish the Proposer's financial capability such as successful prior projects, business references and bank references.

Tab 6: Bonding/Surety/Insurance

The City shall require a surety that will guarantee the City's interest and will ensure that the City will remain whole for the total amount of the investment, including evidence of bendability, and/or a Letter of Credit from Surety within their submittal response.

Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in Attachment A. Insurance may be required depending on the partnership agreement. Provide proof of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the City along with their proposed data. A properly completed Accord Form is preferable. The City of Stuart must be named as an additional insured for all General Liability prior to entering into a contract.

Tab 7: Addenda (if applicable)

All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

Tab 8: City required forms

PART 5 – FORMS

REFERENCE FORM

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 REFERENCE

Company/Entity Name:
Address
City , State Zip Code
Contact Name: Title:
Phone No: Fax: Email:
Date of Service or Contract Period: Location
Summary of Services Performed Governmental or Private

#2 REFERENCES

Company/Entity Name:
Address
City _____, State_____Zip Code
Contact Name: _____ Title:
Phone No: _____ Fax:_____ Email:
Date of Service or Contract Period: _____ Location
Summary of Services Performed _____ Governmental or Private

#3 REFERENCES

Company/Entity Name:
Address
City _____, State_____Zip Code
Contact Name: _____ Title:
Phone No: _____ Fax:_____ Email:
Date of Service or Contract Period: _____ Location
Summary of Services Performed _____ Governmental or Private

Company Name

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Stuart for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____
(Individual's Name)

Of

_____
(Name of Company)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Date **Signature**

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA
by:
(print individual's name and title)
for:
(print name of entity submitting sworn statement)
whose business address is:
and (if applicable) its Federal Employer Identification Number (FEIN) is:
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ___-___-___.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____ OR Produced Identification _____

_____ Notary Public – State of Florida

*Type of Identification*_____ My Commission Expires:

_____

SEAL OR STAMP

Public Entity Crimes Form
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Company Name

Signature

Name and title (Print or Type)

Date

Conflict of Interest Disclosure Form

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their proposal: the name of any officer, director, or agent who is also an employee of the City of Stuart.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this proposal.

Company Name

Signature

Name and title (Print or Type)

Date

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

The City of Stuart, Florida is committed to providing opportunities for all small business, with special attention directed to minority and women owned firms. The City of Stuart encourages contractors to use minority and women owned businesses as subcontractors. While the City does not have a preference or set aside program, it is the desire of the City that small businesses be assisted in participating in this work. If you have any difficulty in determining the requirements of this bid invitation/request for proposal, filling out the documents, or to become a registered vendor for goods and services with the Procurement Division, please call (772) 288-5320 or write to purchasing@ci.stuart.fl.us.
This is the policy of the City Commission of the City of Stuart, Florida as evidenced by various sections of the Florida Statutes and local City Ordinances.

If we can be of any help, please let us know

Attachment A
Extract of Future Land Use and Zoning Designations

DOWNTOWN REDEVELOPMENT Future Land Use category:
Downtown Redevelopment: Includes the land area within the Stuart Community Redevelopment Agency. General uses permitted include low density residential, multi-family residential, office, commercial, recreation, lodging, public facilities, conservation, and mixed-use projects. Individual projects and sites may consist of single uses. However, a mix of residential uses and non-residential uses shall be required within this designation as a whole. Also, electric distribution substations are allowed.

Sec. 3.01.03 of the City's Land Development Code:
Urban standards and regulations for designated urban subdistricts. (Extract).
The geographic locations and current characteristics of the five urban subdistricts are broadly described below:
Urban general ("UG"), characterized by less intensive mixed-use development, with substantial residential uses, generally located adjacent to the urban center. In the North Point, UG is generally located along the triangular area bound by Wright Boulevard, SE Federal Highway and SR 707/Dixie Highway. In the South Point, UG is generally located along portions of SE Ocean Boulevard (both north and south) and in portions of the Woodlawn Park subdivision (that triangular portion generally bound by SR 707/Dixie Highway, Frazier Creek, and the properties fronting Colorado Avenue).
(Ord. No. 1978-04, § 1, 6-28-04)
The following urban standards and regulations of "building placement," "building height," "parking," "architectural requirements," "outbuildings," "signage," and "curb cuts" apply to each respective urban subdistrict.
(Ord. No. 1978-04, § 1, 6-28-04)
B. *Urban general (UG).*
1. *Principal building placement.*
a. The front building facade shall be constructed parallel along the front property line with a required setback of not less than ten feet.
b. The minimum side setbacks are not less than five feet on each side.
c. The rear setback shall be not less than 15 feet.
d. The front street façade width of the principal building shall not be less than 60 percent of the lot width.
2. *Principal building height.*
a. The maximum building height is three stories and 35 feet. If 50 percent or more of the building is residential or hotel, a fourth story shall be permitted. The maximum building height for a four story building is 45 feet.
3. *Parking.*
a. Parking areas shall be located as follows:

i. For new development, all parking areas shall be located behind the rear facade of a principal building or screened from public rights-of-way by a wall, trellis, other screening approved by the city development director or landscape buffer as described in section 6.04.00, Landscaping, of this Code.
ii. For substantial renovation, where possible, parking areas shall be located behind the rear building facade or at the side property line and screened from the public view and from public rights-of way by a streetwall, other screening approved by the city development director, or landscape buffer as described in section 6.04.00, Landscaping, of this Code.
4. *Architectural requirements.*
a. Porches are required on the front building facade. Porches shall have a minimum depth of six feet and a minimum length of 50 percent of the building facade width. Porches may project four feet into the front setback.
5. *Outbuildings.*
a. Outbuildings shall be located behind the rear facade of the principal building or in rear one-half of the property subject to a minimum five-foot side and rear yard setbacks from the property line. On corner lots the side setback shall be ten feet. There shall not be less than five feet separation between an outbuilding and a principal building.
6. *Curb cuts.*
a. Where buildings do not have alleys in the rear of the property, not more than one curb cut shall be permitted for every 75 feet of frontage.
b. For properties with access from a rear alley, no curb cuts shall be permitted.
(Ord. No. 1978-04, § 1, 6-28-04)
2. *Urban Code District uses.*
a. The following uses are permitted and are all-inclusive individually or in combination in the Urban Code District subject to the regulations pertaining to formula businesses in section 2.06.12.

Land Use Type	Number of Parking Spaces Required
Residential Land Uses	
Duplex residences	1.5 per unit; garages count towards required off-street parking
Family day care home in a residence	2 per dwelling unit plus adequate space for pick-up and drop-off
Home occupations as regulated in Section 2.06.09 of this Code	N/A
Multi-family dwelling units	1.5 per unit; garages count towards required off-street parking
Single-family residences	1.5 per unit; garages count towards required off-street parking
Transient Residential Land Uses and Overnight Accommodations	

Bed and breakfast inn	1 per guest room
Hotels/motels	1 per rental room, plus 2 spaces per 3 employees
Rooming and boarding houses	1 per unit
Institutional Uses	
Adult day care centers	1 per 200 square feet. This may be reduced by 1 space for each 2 users for which the center agrees to provide alternative transportation
Childcare centers	1 per 6 children, plus 1 space per employee with a safe pedestrian walkway system through the parking area to the building
Community centers	1 per 300 square feet
Funeral homes without crematoriums	1 per 4 seats of chapel capacity, plus 1 per 3 employees
Governmental buildings	1 per 300 square feet
Libraries	1 per 300 square feet
Museums	2 per 1,000 square feet of exhibit floor space, plus 2 spaces for bus parking
Religious institutions	1 per 4 seats in main sanctuary, plus other parking requirements for any other accessory uses, if applicable
Commercial Uses	
Automobile repair service—Within an enclosed building in along U.S. 1 (Federal Hwy. and Savannah Road) only	1 per 200 square feet of sales area, plus 2 spaces per service bay, plus 1 space per employee
Art galleries	1 per 200 square feet
Bakery, retail	One (1) space for each employee on the largest working shift plus one (1) space per three hundred (300) square feet of gross floor area
Banks/financial institutions	1 per 300 square feet, plus queuing spaces per section 6.01.07
Barbershop, Beauty Salons, Specialty Salons	2 per station

Bars	1 per 4 seats
Catering shop	1 per employee, plus 0.5 spaces per delivery truck, plus 2 spaces per 1,000 square feet
Clubs, lodges and fraternal organizations	1 per 3 persons based on the maximum seating capacity of the building, or 1 space per 100 square feet (whichever is greater). One-half (½) of total parking area must be paved; the other half may be an approved stabilized surface
Dry cleaning, provided that all cleaning is conducted off-premises	1 per employee, plus 0.5 spaces per delivery truck, plus 1 space per 300 square feet
Health spas	1 per 200 square feet if located with retail, or 1 space per 150 square feet if located independently
Marinas, Commercial	1 per 4 slips for operations that do not require a utilities agreement, and 1 per each slip that requires a utility agreement, plus 1 per each employee
Massage therapy establishments	1 per 300 square feet
Microbreweries and craft distilleries	1 per employee plus 1 per 300 square feet for tasting, tap room, and gift shops
Office, business, or professional, medical, low intensity medical, and veterinary	1 per 350 square feet (professional)1 per 300 square feet (low intensity medical)1 per 200 square feet (medical and veterinary)
Pharmacies (if 2,000 square feet or less)	1 per 200 square feet
Restaurants, convenience and general	1 per 4 seats
Retail sales and service (intensive and non-intensive)—Within an enclosed building only	1 per 300 square feet of floor space
Retail manufacturing—Providing such manufacturing is incidental to sales and occupies less than 75 percent of the total gross floor area	1 per 300 square feet

Studios (art, dance, music, exercise)	1 per 300 square feet
Theaters	1 per 4 seats
Recreational Uses	
Public parks	Dependent upon type of recreational activities provided
Utility and Service Uses	
Public facilities and services	Dependent upon type of facility and service
Public utility stations	Dependent upon type of utility and any required buildings and employees
Industrial Uses	
Existing marine industrial uses (may be reconstructed within their existing building footprints and the current uses therein continued. Revision or expansion of building footprints and/or uses permitted as a conditional use by Major Urban Code Conditional Use. Nothing in this provision shall counteract existing building and life safety code requirements)	Dependent on specific use
Telecommunication Uses	
Stealth telecommunications facilities which do not exceed 45 feet in height or which are constructed as part of an existing architectural feature or tower structure provided its total height does not exceed 120 percent of the height of the architectural feature or structure	1 space per tower
Storage, Transportation and Logistics Uses	
Government provided public parking lots or garages	N/A
Agricultural Uses	
Community garden pursuant to section 2.06.08 of this Code	0
Urban farm pursuant to section 2.06.08 of this Code	1 per 4 employees
Miscellaneous	

Outbuildings	Determined by use type

b. The following uses are permitted as conditional uses by major conditional use approval and are all-inclusive individually or in combination in the Urban Code District subject to the regulations pertaining to formula businesses in section 2.06.12.

Land Use Type	Number of Parking Spaces Required
Commercial Uses	
Boat storage, dry	1 per 4 boat storage spaces. Required auto parking spaces cannot be used for wash and dry racks or for boats or trailers
Formula businesses in the area as regulated in section 2.06.12 of this Code	Required spaces dependent on proposed use
Gasoline sales shall be limited to properties on SE Federal Hwy., Green River Parkway, and Savannah Road	1 per 250 square feet, plus 2 spaces per service bay, plus 1 space per vacuum. Pump locations are not to be included as a parking space. Gas stations with car washes shall also provide 1 parking space per wash unit or bayMarinas, as defined herein.
All marinas shall at all times be in compliance with the City of Stuart Public Works Department Standards and Specifications in relation to water supply, sewage disposal and solid waste. Compliance with these standards shall include a written utility service agreement with the City of Stuart expressly authorizing overnight as defined herein	1 per 4 slips for operations that do not require a utilities agreement, and 1 per each slip that requires a utility agreement, plus 1 per each employee
Pharmacies over 2,000 square feet	1 per 200 square feet
Rooftop dining areas (refer to supplemental standards in section 2.06.19)	1 space for four seats
Street vendors	N/A
Industrial Uses	
Boat building, indoors	1 for each 1,000 square feet of the gross floor area in a building up to 10,000 square feet in area, and then 1 for each 2,000 square feet of gross floor area thereafter; or 1 for each 2 anticipated employees, whichever is

	greater. In no event shall there be fewer than 5 parking spaces provided per building
Telecommunication Uses	
Stealth telecommunications facilities in excess of 45 feet in height. Refer to chapter II Zoning Districts Uses Allowed, Density and Intensity, section 2.06.12 Telecommunication Facilities Supplemental Use Standards	1 space per tower
Storage, Transportation and Logistics Uses	
Private parking lots	N/A
Private parking garages	N/A

3. *Density.* A density of 15 dwelling units per acre is permitted in all Urban Code subdistricts. The number of dwelling units may be increased to a maximum of 30 dwelling units per acre with a major Urban Code conditional use.
4. *Storage sheds.* One storage shed may be located on any lot within the Urban Code District, provided that it is not visible from the principal public right-of-way.
5. *Multiple frontages.* In the event a single lot abuts more than two streets, the setback and architectural requirements for the corresponding Urban Code District shall only apply to two street facades.
6. *Conflicts with utilities.* In instances where the required location of a building, including architectural requirements, conflicts with existing utilities or other public infrastructure, the developer shall be required to relocate such utilities if the cost of relocation is less than five percent of the cost of the proposed building or improvements (excluding land value) and the utilities can be relocated within 150 feet of the subject property. Otherwise, the city development director may adjust the requirements of this Urban Code to rectify any conflicts with utilities or other public infrastructure. No utilities shall be located beneath a principal building.
7. *Historic buildings.* The requirements of this Urban Code may be adjusted by a major Urban Code conditional use for the purposes of preserving a historic building.
8. *Finished floor elevations.* The requirements of section 6.03.02.B.4. relating to finished floor elevations may be modified if the engineer for a proposed development can demonstrate a lower elevation is appropriate and will not be detrimental regarding flooding to adjacent properties.
9. *Lot coverage.* For the purposes of this Urban Code, there shall be no impervious lot coverage requirement; however, all development must meet the requirements of section 6.03.00 entitled "Stormwater Management" of this Code, as amended from time to time.
10. *Lot area requirements.* For purposes of this Urban Code there shall be no minimum lot area or lot width requirement as defined in section 2.04.00.

11. *Stormwater management.* With the proper legal documentation and consent of the property owner, stormwater runoff from properties within the Urban Code District may be conveyed onto adjacent private properties. Otherwise, stormwater runoff must be conveyed to the public right-of-way, and the quality of the runoff must be considered. Proposed development may not obstruct existing drainage patterns. If a site is designed such that stormwater is captured by an internal stormwater management system, the applicant must illustrate how the stormwater reaches the public stormwater management system. If a site is designed such that there is no internal stormwater management system, the applicant must illustrate how the stormwater runoff will be conveyed to the public stormwater management system and demonstrate that said system could accommodate the additional runoff. Pervious surfaces such as perforated pavers, mulched areas, and other similar examples may be considered in the calculation for stormwater detention. For all development, stormwater quality treatment prior to discharge shall be provided in compliance with section 6.03.00 of this Code.
12. *Public art.* Public art shall be required of all development and redevelopment and shall equal not less than one percent of the total costs of vertical construction. Public art may include fountains, murals, sculptures, paintings, or other generally acceptable art form as directed by the community redevelopment board which is displayed in a public venue. All public art required under this section shall be readily visible to the public. All public art intended to meet the requirements of this section that is visible from a public right-of-way or is exterior to a building must be approved by the community redevelopment board as a minor Urban Code conditional use. A single family home on a single platted lot of record is exempt from this requirement.
13. *Curb cuts.* Distance regulations between curb cuts shall be measured from the centerlines of each curb cut.
14. *Shoreline protection zone.* In accordance with section 5.06.00, the shoreline protection zone for any water body shall be ten feet measured from the waterside lot line or perpendicular to the mean high waterline as established by a licensed surveyor, whichever is nearer to the principal structure on the same lot; or perpendicular to the centerline of a seawall.
(Ord. No. 1978-04, § 1, 6-28-04); Ord. No. 2010-05, § 3, 2-14-05)
G. *Landscaping.*
1. All development in the Urban Code District shall comply with the landscaping requirements as described in section 6.04.00, the landscape code, with the following exceptions:
a. The width of landscape buffers shall be determined by the required side and rear setbacks as described in this Urban Code, and buffer screens shall be 25 percent of those setbacks.
b. The width of the landscaped strip of land located between parking areas and an abutting public right-of-way shall be the required setback for parking areas for the respective urban subdistrict.
c. The width of the landscaped strip of land located between parking areas and abutting private property shall be the required setback for parking areas for the respective urban subdistrict.

d. The width of the landscaped area located along the sides of a building, which abuts any parking area, shall be 2½ feet.
e. The width of the landscaped strip of land located between the building walls of a multi-family development and parking areas shall be five feet.
f. The width of the landscaped strip of land located between a parking area of a multi-family development and an abutting right-of-way shall be the required setback for parking areas for the respective urban subdistrict.
g. The street facade of a building shall contain a hedge, potted plants, or trees planted in public right-of-way. The dimensions for such landscape materials shall comply with section 6.04.05.A. of this Code. In the urban center and urban general subdistricts, no hedge shall be planted between the principal building front and the curb of the street, and trees shall be placed in a continuous sidewalk. If necessary, due to right of way conditions, the requirement for trees may be mitigated subject to the approval of the city development director.
h. Terminal and interior islands within parking areas may be used for stormwater retention.
i. A maximum of 20 percent of the pedestrian arcade walkway may be planted. No plantings are required within the arcade.
2. In the case of renovation development and vacant development as described in the landscape code where the location of required landscaping is precluded by existing buildings or permanent site improvements, the placement of landscaping may occur off-site, in planters, in openings within paved areas, or in other locations as determined by the city development director.
(Ord. No. 1872-02, § 1, 10-10-02; Ord. No. 1922-03, § 1, 3-10-03) Sec. 3.01.04. - Architectural standards and regulations.
The following described architectural standards and regulations are governed by the categories of building and activities related thereto and shall apply to new development, to substantial renovation, to renovation development, to renovation and to building exterior refinishing. It is the responsibility of the applicant to demonstrate to the satisfaction of the city development director that any alternative building or other materials have at least a ten-year history of successful application in climates that are comparable to the City of Stuart.
A. *Building walls.* The exterior walls of the principal building shall be constructed of any of the following materials and in the following specified manner. All materials shall be used over the entire building or as continuous horizontal bends only. No panelizing shall be permitted or other simulations except as noted below.
1. *Materials.*
a. Stucco with a "float finish," smooth or coarse, machine spray, dash and troweled.
b. Wood clapboard five inches to the weather.
c. Wood shingles seven inches to the weather.
d. Cement siding, or similar composite plank in individual clapboard-style boards, which has a proven successful application in a climate comparable to Stuart's of not less than ten years.
e. On residential buildings only, wood board or batten board of a board width from

eight inches to 12 inches.
f. Wood shiplap siding, smooth face, seven inches to the weather.
g. Coral, keystone, or tabby.
h. Modular unit masonry, either brick or concrete, coursed in regular ashlar pattern, flush sawn, wire cut, or sand finish.
i. Cast stone.
2. *Other design standards.* Except for single-family residential, all developments which are less than 20,000 square feet shall incorporate a minimum of four of the following building design standards, and all developments which exceed 20,001 square feet shall incorporate a minimum of five of the following building treatments:
a. Overhangs;
b. Arcades as defined by this Code;
c. Sculptured artwork and/or fountains;
d. Raised cornice parapets over doors;
e. Peaked roof forms;
f. Display windows;
g. Ornamental and structural architectural details, other than cornices, which are integrated into the building structure and overall design;
h. Clock or bell towers;
i. Decorative landscape planters or planting areas, a minimum of five feet in width, and areas for shaded seating consisting of a minimum of 100 square feet;
j. Integration of specialty pavers, or stamped, colored concrete along the building's walkway to constitute a minimum of 60 percent of walkway area;
k. Water elements, a minimum of 50 square feet in area; and
l. Courtyards along the front building facade.
(Ord. No. 1957-03, § 1, 10-13-03; Ord. No. 1978-04, § 1, 6-28-04)
B. *Roofs and gutters.* The roofs and gutters of the principal building shall be constructed of any of the following materials and in the following specified manner.
1. *Materials.*
a. Cedar shingles with factory treated class B finish.
b. Steel, copper and factory painted aluminum standing seam, batten seam, or Bermuda roofing.
c. Galvanized steel "5-V crimp" roofing panels.
d. Galvanized metal or copper shingles of Victorian or diamond shape or pattern or of another dimension, which is approved by the city development department.
e. Asphalt dimensional shingles for residential buildings only.
f. Built-up roof behind parapets.
g. Exposed half-round gutters of copper or galvanized steel.
h. Clay or cement barrel, s-shaped, flat cement, or mission tiles which are a shade of "red," "ochre," "cream" and "white" color shades provided that such coloring is integral to the clay or cement. No glazed or painted clay or cement tiles shall be allowed. No other shape of clay or cement tiles shall be permitted.
(Ord. 1445-95, 1-22-96; Ord. No. 1978-04, § 1, 6-28-04)
2. *Manner.*

a. Gable and simple hip roofs.
b. Flat with railings or parapets.
c. Shed roof attached to a wall higher than the ridge.
d. Rafters at overhangs shall be exposed.
e. Pitch:
i. On principal building from 5-12 up to 12-12.
ii. On sheds, porches and balconies not less than 3-12.
iii. Tower roofs may be any pitch.
f. Aluminum fascia and soffits shall not be allowed.
(Ord. No. 1453-96, 6-1-96)
g. For buildings which are located not more than five feet from the front property line, gutters must be shielded and may not drain onto the surface of public sidewalks. Gutters may be enclosed within a column or other architectural feature.
(Ord. No. 1841-02, § 3, 6-10-02)
C. *Arcades and porches.* The arcades and porches of the principal building shall be constructed of any of the following materials and in the following specified manner. No simulations shall be permitted.
1. Arcades shall conform to the following requirements:
a. An arcade shall have a minimum clear height of 12 feet from the lowest point of the ceiling and a minimum clear width of ten feet in the UC, eight feet wide otherwise.
b. Both ends of an arcade must remain open at all times, and the side of an arcade which runs parallel to the building to which it is attached must be open from four feet above grade to its roof.
c. With the approval of the city development director, an arcade may be extended over public right-of-way and may include landscape materials or planters, and the display of merchandise or outdoor seating; however, the arcade must maintain at least four feet of open sidewalk width under cover to allow for unobstructed pedestrian circulation.
d. Arches or lintels shall be not less than 16 inches in depth. Masonry piers shall be no less than 16 inches by 16 inches and wood posts shall be no less than eight inches by eight inches. Balusters shall be separated not more than five inches on center.
2. Porches shall conform to the following requirements:
a. A porch shall include columns no less than four inches by four inches that support its roof and floor.
b. A porch shall have a minimum depth of six feet.
c. Porches which are 30 inches above grade must meet the building code's standards for railings and railing heights. Porches which are lower than 30 inches above grade may have railings between 36 inches and 42 inches in height or may be open, the latter subject to approval via a minor Urban Code conditional use.
3. Materials shall either be of wood or conform to the construction materials of the principal building. Alternatively, round steel columns may be used on Flagler Avenue west of Colorado Avenue, and on Osceola Street and Seminole Street.
(Ord. No. 1978-04, § 1, 6-28-04)
D. *Windows and doors.* The windows and doors of the principal building shall be

constructed with any of the following materials, configurations, operations and options.
1. *Materials.*
a. Glass.
i. Clear, low-e, stained, or leaded and beveled.
ii. On side and rear elevations, translucent glass may be used.
iii. Tinted glass may be used; however, in no case shall a streetside display window be of tinted glass other than to meet current energy efficiency codes.
iv. Glass block may be used for architectural accents only.
b. Frames.
i. Painted and stained wood.
ii. Aluminum and vinyl-clad wood.
iii. Steel and aluminum.
c. Flat skylights in sloped roofs.
2. *Configurations.*
a. Square and vertical rectangular.
b. Circular and semi-circular.
c. Semi-ellipse.
d. Octagonal.
e. Diamond.
3. *Operations.*
a. Single and double hung.
b. Casement.
c. Fixed with frame.
d. Awning windows.
e. On side and rear elevations, sliders may be used.
f. Jalousie windows are prohibited, except as replacement windows.
4. *Options.*
a. Operable wood shutters which are sized to match openings.
b. Fabric awnings excluding quarterballs.
c. Bahama shutters.
d. Screened windows and doors.
e. Security grills of a pattern approved by the city development director.
(Ord. No. 1978-04, § 1, 6-28-04)
E. *Garden walls.* The garden walls of the principal building shall be constructed of either wood, wrought iron, simulated aluminum wrought iron, or PVC lattice, or shall conform to the construction materials of the principal building, including stone, brick, and stucco. Chain link fence concealed by landscaping may be used along the side and rear of the property provided that no chain link fencing is visible from public right-of-way. No simulations shall be permitted. All chain link fences must be black or dark green vinyl-clad.
(Ord. No. 1978-04, § 1, 6-28-04)
F. *Outbuildings.* Outbuildings permitted within the Urban Code District shall be constructed of the same materials used in the principal building. Outbuildings may include detached garages and carports, greenhouses, slat houses, cabanas and

detached garage apartments and "granny flats." Canvas outbuildings are not permitted. There shall be not less than five feet of separation between the outbuilding and the principal building.
Outbuildings shall conform to the following requirements:
1. Only one outbuilding per principle building is permitted.
2. Outbuildings are subject to a minimum five-foot side and rear yard setbacks from the property line, with the exception of the Urban Waterfront (UW) Subdistrict. On corner lots the side setback shall be ten feet.
3. Outbuildings shall not exceed a maximum building footprint of 1,000 square feet and a maximum gross floor area of 2,000 square feet.
4. Outbuildings shall not exceed 30 feet in height. Outbuildings may not exceed the height of the principal building on the same property.
5. An outbuilding may have an unenclosed porch of up to 50 percent of the gross floor area of the outbuilding.
6. Outbuildings may be constructed as elevated buildings that include the location of open parking below an enclosed structure; however, open parking shall be shielded from public right-of-way by landscaping, lattice or other screening material that is not less than 42 inches in height.
7. Outbuildings may be connected to the principal building by a covered walkway element, trellis, or other structural link, which shall not be enclosed so as to create occupiable space.
8. Outbuildings may be connected to an outbuilding on an adjacent property and shall be structurally separated by a fire wall on the common boundary line and shall have a five-foot minimum rear yard setback.
(Ord. No. 1978-04, § 1, 6-28-04)
G. *Building colors and finishes.* All exterior building wall colors used within the Urban Code District shall be restricted to muted pastel or earth-toned shades. The use of black or florescent colors is prohibited as a predominant exterior building color. Exterior colors shall be approved by the city development director. Building trim may be any color. Wall murals shall be permitted on any structures, and shall require the approval of a minor Urban Code conditional use. Building roofs shall be a solid color; however, a variegated roof color scheme consisting of approved roof colors may be permitted by the city development director.
(Ord. No. 1946-03, § 1, 7-21-03; Ord. No. 1978-04, § 1, 6-28-04)
H. *Prohibited uses in front yard.* The following uses shall be prohibited within all Urban Code Districts:
1. Clothes lines and other clothes drying apparatus.
2. Electrical meters.
3. Air conditioning equipment, including window units on the building facade.
4. Antennas and satellite dishes.
5. Chain link fences.
6. Fences greater than four feet in height.
7. Stockade fences.
(Ord. No. 1978-04, § 1, 6-28-04)

I. *Sidewalks.* When a permit for new construction or renovation is issued, the owner shall be responsible for the installation of a minimum six-foot wide, continuous sidewalk along the entire length of the parcel frontage that abuts a public street. Where identified by the city development director, sidewalks shall be constructed of paver block, brick or pink concrete.

J. *Lighting.*

1. The use of neon exposed lighting on any property is prohibited.
2. All building and site lighting fixtures shall be decorative.

(Ord. No. 1978-04, § 1, 6-28-04)

K. *Elevated buildings.* Permitted in all urban subdistricts. Parking is prohibited beneath an elevated building.

(Ord. No. 1978-04, § 1, 6-28-04)

L. *Parking located within a building envelope.*

1. Except as provided below and for the Old Downtown District, parking located within a building envelope, below, above, or at grade, may be permitted in all Urban Code subdistricts by a major Urban Code conditional use:

a. A single family home shall not require a major Urban Code conditional use to provide parking located within a building envelope.

2. Parking located within a building envelope shall conform to the following requirements:

a. Buildings which have parking located within the envelope shall be consistent with the design of the facades and the street side shall be entirely screened. When feasible, landscaping shall be installed along the ground floor facade, within the public sidewalk and within on-street landscape islands.

b. Access drives into the parking area on the ground floor shall be limited to one drive aisle at a maximum of 24 feet in width for buildings less than 100 linear feet in width and two drive aisles at a maximum of 24 feet in width each for buildings 100 linear feet in width and greater. If the property is adjacent to an alley two drive aisles at a maximum of 24 feet in width each shall be permitted for buildings less than 100 linear feet in width. The development director may permit two 12-foot drive aisles for buildings less than 100 square feet in width.

c. A parking level construction entirely below the lowest permissible finished first floor elevation shall not be deemed a story. The visual impact of garage doors shall be minimized through architectural design.

(Ord. No. 1978-04, § 1, 6-28-04)

M. *Balconies.* Balconies shall conform to the following requirements:

1. On corner lots, a balcony shall extend along two street facades, but it does not have to be continuous.
2. A balcony may extend over a public sidewalk or right-of-way but may not be designed or used as a means of building ingress or egress above a public right-of-way.
3. Where balconies are required, the aggregate length of balconies shall be not less than (50 percent) of the building facade at the floor level from which it projects on each floor level.
4. A balcony shall have a minimum clear height of ten feet at ground level above

sidewalks and a minimum depth of three feet.
5. "Paris" balconies, having a minimum projection from the building face of 12 inches and a wrought iron railing, are permitted, if the balcony is accessed by French doors.
(Ord. No. 1978-04, § 1, 6-28-04)
N. *Screens.* All rooftop utilities and facilities such as air conditioning units, as well as all exterior mechanical equipment, shall be screened so as to not be visible from public view, including from balconies and windows of adjacent buildings.
(Ord. No. 1978-04, § 1, 6-28-04)
O. *Signage.* The use of exposed neon tubing, or similar, on any property is prohibited. All signage in the Urban Code District shall comply with the sign requirements as described in section 6.11.00, the sign code, with the following exceptions:
1. Backlit sign panels and internally illuminated cabinet signs shall be prohibited.
2. Signs affixed to the exterior of a building should be architecturally compatible with the style, composition, materials, colors and details of the building and with other signs used on the building site.
(Ord. No. 1978-04, § 1, 6-28-04); Ord. No. 2014-05, § 1, 2-14-05; Ord. No. 2145-07, § 1, 11-26-07)
P. *Fences.* Fences shall adhere to the requirements in section 6.09.05, except for the following; fences located in the front yard shall have a maximum height of four feet along the front and side property lines to the front facade of the principal building. Along the side property lines behind the front facade and along the rear property line a fence may be six feet in height. Chain link fence concealed by landscaping may be used along the side and rear of the property provided that no chain link fencing is visible from public right-of-way. No simulations shall be permitted. All chain link fences must be black or dark green vinyl-clad.
(Ord. No. 1978-04, § 1, 6-28-04)
Q. *Architectural feature.* Tower features shall not be more than 300 square feet in area and shall not be more than 15 feet above the maximum building height. Architectural features may encroach into a setback the lesser of five feet or 60 percent of the width of a setback. For facades built with a zero setback, cornices, parapets, and bay windows at upper stories may project a maximum of three feet.
(Ord. No. 1978-04, § 1, 6-28-04)
R. *Parapet walls.* A parapet wall shall not exceed 24 inches in height, provided however, a greater height of up to ten feet may be permitted by the city development director if necessary to conceal rooftop utilities such as stairway and elevator bulkheads and other roof equipment, or to achieve architectural enhancement. No height of greater than 24 inches shall be permitted for more than 40 percent of any facade of a building. A parapet wall shall be designed to be consistent and compatible with the design and treatment of the facade of the structure.
(Ord. No. 1978-04, § 1, 6-28-04)
S. *Residential rooftop use occupancy.* Residential uses occupancy of a flat rooftop which are ancillary to residential occupancies shall be limited to uses which are ancillary to residential occupancies only and shall be enclosed by a code-compliant safety railing or other approved barrier. Except as otherwise permitted by this code, no permanently

affixed structures, including, gazebos, trellises, or other similar structures shall be allowed on the roof of a four-story building. Maintenance and repairs shall not be deemed occupancy as that term is used in this paragraph.
(Ord. No. 1978-04, § 1, 6-28-04)
T. *Rooftop dining.* Rooftop dining, as defined by this Code, are permitted as a major conditional use, and in accordance with the supplemental regulations set forth in Section 2.06.19.
(Ord. No. 1978-04, § 1, 6-28-04)

Attachment B
Designation of UPUD

2.07.00. - DESIGNATION OF PLANNED UNIT DEVELOPMENT (PUD)

A. *Purpose.* The purpose of this section 2.07.00 is to provide an alternative means of residential, commercial, public service and industrial land development and an alternative zoning procedure that may be used to establish residential, commercial, public service and industrial planned unit development zoning districts at appropriate locations and in accordance with the planning and development objectives of the city. A planned unit development (PUD) established according to the provisions of this section may depart from the strict application of use, setback, parking requirements, and other requirements of standard zoning districts. A PUD shall be consistent with the overall planning and development goals and objectives of the city as reflected by the City of Stuart Comprehensive Plan. A primary purpose of this section is to provide a set of zoning requirements as a starting point from which such flexibility may be accomplished while maintaining and protecting the public health, safety and welfare of the citizens.

A second purpose of this section is to establish a resilient living and working environment through the application of enlightened and imaginative approaches to community planning, stormwater infrastructure and property design. A PUD should provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economical development and the protection of adjacent existing and future development. Therefore, the PUD alternative may allow uses and design concepts which are not specifically allowed in standard zoning districts. To the extent that any provisions of this section conflict with any other provisions of this Code, the provisions of this section shall prevail.

B. *PUD defined.* A PUD may be an residential planned unit development (RPUD), an commercial planned unit development (CPUD), an mixed-use planned unit development (MXPUD), an industrial planned unit development (IPUD), an urban planned unit development (UPUD), or an public service planned unit development (PSPUD). A PUD shall consist of land under unified control which may be planned and developed as a whole as a single development operation or as an approved programmed series of development operations by multiple developers. A typical PUD will include principal and accessory uses and structures substantially related to the character of the development itself and to the surrounding area of which it is a part.

As used above, "unified control" means that all land to be included within a PUD shall be owned or otherwise under the legal control of the person or legal entity which has applied for PUD district zoning. Such person or entity shall be legally capable of providing a commitment to the city that the PUD development will comply with all PUD documents, plans, standards and conditions ultimately approved by the city.

A PUD district shall consist of the approved PUD classification and the regulations thereof set forth in this section 2.07.00, and as well as any other documents specifically included within the PUD ordinance adopted by the city commission. The ordinance approving a PUD shall be deemed a zoning ordinance. The provisions of the PUD zoning ordinance shall replace all conflicting development regulations set forth in this Code which would otherwise apply to the development site. The PUD ordinance shall be recorded in the public records of Martin County. The PUD applicant shall also execute a PUD agreement that incorporates the terms and conditions that are set forth in the PUD ordinance.

The applicant may proceed with development only after a plat, if required by the city commission, is recorded in the Martin County public records and after certification by the city development director that the construction plans and other required documents substantially conform to all documents approved as part of the PUD ordinance. The applicant must produce evidence that would bind his successors in title to any commitments made upon approval of PUD.

C. *PUD district to be shown on official zoning map of the city.* The boundaries of land zoned PUD by ordinance of the city commission shall be indicated as such on the official zoning map of the city.

I. *Urban planned unit development (UPUD) districts.*

a. *Location.* A UPUD may be located only within the defined community redevelopment area of the city.

b. *Density.*

i. A UPUD shall not exceed the density outlined in policy A7.2 of the City of Stuart Comprehensive Plan relating to gross densities of the underlying future land use designation as defined and described "low-density residential," "office/residential," "multi-family residential," "commercial," "industrial," "institutional," "marine-industrial," "recreation," "downtown redevelopment," or "public," by the future land use element of the City of Stuart Comprehensive Plan, and which is of suitable character and compatible with surrounding uses as determined by the city commission.

ii. The table 2.07.A shall be used for the purpose of residential density and parking space calculation within a UPUD.

Table 2.07.A. UPUD Unit Density and Parking Space Calculation

Maximum Unit Size	*Maximum Bedrooms*	*Unit Density*	*Parking Space per Unit*
900 sq. ft.	1	0.5	1.25
1,100 sq. ft.	2	0.75	1.4
No maximum	No maximum	1	1.5

c. *Uses.* Uses permitted in a UPUD district. The uses of buildings, structures, land or water within a UPUD district are subject to the permitted uses outlined in subsection 3.01.03.F.2 urban code district uses.

d. *Development standards.* UPUD development standards shall be benchmarked against one of the urban districts as defined in section 3.01.00 urban code having regard to building placement, building height, non-residential parking, curb cuts,

stormwater, open space, landscaping, architectural standards and the urban district design objectives. UPUD standards regarding circulation, parking, utilities, drainage, open space, density and other standards shall apply as described in this Code except as modified by the city commission as reflected by the adopted UPUD ordinance.

J. *Planned unit development (PUD) amenity.* All PUD applications are encouraged to incorporate one or a combination of PUD amenities that demonstrate that the subject application meets the purpose of the Land Development Code in providing enlightened and imaginative approaches to community planning, stormwater infrastructure and property design. Guidance as to what may be considered to be a PUD Amenity is contained within the city's Planned Unit Development Amenity Guidelines, hereby adopted by reference, which may be revised from time to time.

1. *Definition.*

PUD amenity means a feature or facility that is added to a PUD development project that enhances the project beyond those required under the city's standard zoning regulations and which demonstrates the application of enlightened and imaginative approaches to one or more of the following:

a. Community planning,
b. Stormwater management,
c. Environmental stewardship,
d. Sustainable living,
e. Architectural and/or property design,
f. Historic preservation.