



City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

NOVEMBER 13, 2023

AT 4:00 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

Mayor Troy McDonald

Vice Mayor Becky Bruner

Commissioner Eula R. Clarke

Commissioner Christopher Collins

Commissioner Campbell Rich

ADMINISTRATIVE

City Manager, Michael J. Mortell

City Attorney, Lee J. Baggett

City Clerk, Mary R. Kindel

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

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

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

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

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - LORETTA RUSSELL, SINGING "AMERICA THE BEAUTIFUL"

PROCLAMATIONS

2. HOSPICE AND PALLIATIVE CARE MONTH (NOVEMBER 2023)
3. 23rd ANNUAL BIBLE READING MARATHON (NOVEMBER 11-15, 2023)
4. VETERANS DAY (NOVEMBER 11, 2023)
5. NURSE PRACTITIONER WEEK (NOVEMBER 12-18, 2023)
6. APPRENTICESHIP WEEK (NOVEMBER 13-19, 2023)

PRESENTATIONS

7. SERVICE AWARDS - NOVEMBER 2023
8. SUPPORT OF VETERANS IN THE WORKPLACE
9. RECYCLING SYSTEM OVERVIEW
10. LOSOM UPDATE

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

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

CONSENT CALENDAR

11. APPROVAL OF 10/23/2023 CCM MINUTES (RC)
12. AUTHORIZING TO HIRE CONSULTANT FOR PLANNING/DESIGN OF FUTURE TRAIN STATION (RC):

RESOLUTION No. 97-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING THE CITY TO FILE A JOINT RESPONSE TO THE REQUEST FOR PROPOSAL PUBLISHED BY BRIGHTLINE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

13. ILA WITH PALM BEACH COUNTY 800MHZ RADIO SERVICE PUBLIC SAFETY TALK GROUPS (RC):

RESOLUTION No. 110-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN INTERLOCAL AGREEMENT FOR THE 800MHZ POLICE RADIO SYSTEM FOR ESTABLISHING TALK GROUPS WITHIN THE SYSTEM; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

14. FY 2024 CAPITAL IMPROVEMENT (RC):

RESOLUTION No. 115-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RATIFYING THE 2024 CAPITAL IMPROVEMENT PROJECTS FOR 2024; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

15. AUTHORIZATION TO ENTER INTO AGREEMENT WITH THE EVERGLADES LAW CENTER, INC. (RC)

RESOLUTION No. 111-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN ATTORNEY CLIENT AGREEMENT WITH THE EVERGLADES LAW CENTER, INC. FOR REPRESENTATION OF THE CITY OF STUART, FLORIDA BY FILING AN AMICI CURIAE BRIEF IN THE 11TH CIRCUIT COURT OF APPEALS IN SUPPORT OF THE UNITED STATES ARMY CORPS OF ENGINEERS AND THE EVERGLADES RESTORATION AND EVERGLADES AGRICULTURAL AREA A-2 RESERVOIR AND STORMWATER TREATMENT AREA PROJECT; AUTHORIZATION TO MAKE A MONETARY DONATION TO THE EVERGLADES LAW CENTER, LLC; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

ADJOURNMENT

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

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

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

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

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

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

Meeting Date: 11/13/2023

Prepared by: Nina Mullin

Title of Item:

ARTS MOMENT - LORETTA RUSSELL, SINGING "AMERICA THE BEAUTIFUL"

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Enjoy!

ATTACHMENTS:

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

Meeting Date: 11/13/2023

Prepared by: Ryanne Cavo

Title of Item:

HOSPICE AND PALLIATIVE CARE MONTH (NOVEMBER 2023)

Summary Explanation/Background Information on Agenda Request:

Medicare's first proven coordinated care model, hospice is a program that works offering person-centered, compassionate care, ensuring people dignity, choice, and quality of life.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

1. Hospice & Palliative Care Month - Nov. 2023

**PROCLAMATION
HOSPICE AND PALLIATIVE CARE MONTH
NOVEMBER 2023**

WHEREAS, Medicare’s first proven coordinated care model, hospice is a program that works offering person-centered, compassionate care, ensuring people dignity, choice, and quality of life; and

WHEREAS, the hospice model involves an interdisciplinary, team-oriented approach to treatment, including expert medical care, quality symptom control, and comprehensive pain management as a foundation of care. Beyond providing physical treatment, hospice attends to the patient’s emotional, spiritual, and family needs, and provides family services like respite care and grief counseling; and

WHEREAS, hospice and palliative care organizations are advocates and educators about advance care planning that help individuals make decisions about the care they want. Forty-one years ago, volunteers came together to establish Treasure Coast Hospice because they wanted their family, friends, and neighbors to have access to compassionate, quality end-of-life care from a locally-based hospice provider. Founded in 1982, Treasure Coast Hospice is a non-profit community organization of skilled professionals and dedicated volunteers whose mission is to provide access to compassionate, caring, expert and professional hospice and grief support services to patients and families at the end of life. Today, Treasure Coast Hospice serves more than 4,000 patients annually, providing holistic patient-centered care and comfort to patients and families in Martin, St. Lucie, and Okeechobee counties.

WHEREAS, during the next year, Treasure Coast Hospice will celebrate the 10th Anniversary of its specialized pediatric care program, Little Treasures, which improves the quality of life of children and teens with a life-limiting illness by providing support for the entire family.

NOW, THEREFORE, I, TROY MCDONALD, Mayor of the City of Stuart, Florida do hereby proclaim November 2023 as: **HOSPICE AND PALLIATIVE CARE MONTH** in the City of Stuart, Florida and encourage our residents to learn more about hospice and palliative care at the end of life and try to help as they can; and commend the Treasure Coast Hospice Team for their service to the citizens of our community.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Stuart, Florida to be affixed this 13th day of November, 2023.

TROY MCDONALD
MAYOR

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

Meeting Date: 11/13/2023

Prepared by: Ryanne Cavo

Title of Item:

23rd ANNUAL BIBLE READING MARATHON (NOVEMBER 11-15, 2023)

Summary Explanation/Background Information on Agenda Request:

The Bible is a fundamental part of the American heritage and is the basis of our inalienable rights and it serves as the foundation of our laws, our national character, and our system of values.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

1. Bible Reading Week Nov. 11-15, 2023

PROCLAMATION

23RD ANNUAL BIBLE READING MARATHON NOVEMBER 11-15, 2023

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

WHEREAS, President Andrew Jackson called the Bible, “the book on which the Republic rests,” and President Abraham Lincoln called the Bible “the best gift God has given to man,” and historians credit President George Washington with identifying the United States as “One Nation under God”; and

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

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

NOW, THEREFORE, I, TROY MCDONALD, Mayor of the City of Stuart, Florida do hereby proclaim the week of November 11 – 15, 2023 as:

BIBLE READING WEEK

in the City of Stuart, Florida and in honor of this week the 23rd Annual Bible Reading Marathon celebrates the freedoms of our Nation at the Band Shell in Memorial Park, with ninety-hour continuous read through of the entire Bible; lifting up the Word of God, the word that created our Nation and continues to strengthen our Nation.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Stuart, Florida to be affixed this 13th day of November, 2023.

TROY MCDONALD
MAYOR

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

Meeting Date: 11/13/2023

Prepared by: RYANNE CAVO

Title of Item:

VETERANS DAY (NOVEMBER 11, 2023)

Summary Explanation/Background Information on Agenda Request:

Today, we honor generations of patriots who have earned the title of "American veteran" – a badge of courage that unites the finest group of former service members of the world has ever known. With their selfless sacrifice, our Armed Forces have forged and defended the very idea of America – a promise of freedom and equality, democracy and justice, possibility, and hope. We owe them an incredible debt that can never be fully repaid.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

1. Veterans Day 11-11-23

**PROCLAMATION
VETERANS DAY
NOVEMBER 11, 2023**

- WHEREAS,** today, we honor generations of patriots who have earned the title of “American veteran” – a badge of courage that unites the finest group of former service members of the world has ever known. With their selfless sacrifice, our Armed Forces have forged and defended the very idea of America – a promise of freedom and equality, democracy and justice, possibility, and hope. We owe them an incredible debt that can never be fully repaid; and
- WHEREAS,** the Veterans Day holiday initially commemorated the end of World War I, which came on the “11th hour, of the 11th day, of the 11th month” in 1918. One year later, Americans celebrated the first Armistice Day, and it became a national holiday in 1938. In 1954, President Eisenhower renamed it Veterans Day to honor and commemorate veterans of all wars; and
- WHEREAS,** the theme for Veterans Day 2023 is “Service.” Veterans are proud of their military service in defending our Nation. Honor reflects the military value and tradition of answering the call to duty. There is distinct honor in serving to protect our way of life and the Constitution of the United States of America; and
- WHEREAS,** there are currently 19.1 million Veterans in the United States, including nearly 1.5 million Veterans that are from Florida, who have fought for our nation’s freedoms and built an honorable tradition of faithful and dedicated service; and
- WHEREAS,** in every generation, America’s veterans have been willing to give all for that which we hold sacred — freedom, justice, and democracy. They have served selflessly, sacrificed greatly, and shouldered the burden of freedom quietly, asking no glory for themselves.

NOW THEREFORE, I, TROY MCDONALD, Mayor of the City of Stuart, do hereby proclaim November 11, 2023 as **VETERANS DAY** in the City of Stuart, Florida and encourage citizens to honor our Veterans by living up to their example — putting service before self, caring for our neighbors, and reaffirming the deep appreciation that our grateful community has for those Veterans who protect our lives and liberty.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 13th day of November, 2023.

ATTEST:

TROY MCDONALD
MAYOR

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

Meeting Date: 11/13/2023

Prepared by: RYANNE CAVO

Title of Item:

NURSE PRACTITIONER WEEK (NOVEMBER 12-18, 2023)

Summary Explanation/Background Information on Agenda Request:

Nurse practitioners (NPs) play a critical role as trusted providers of health care for patients in our Treasure Coast Community. NPs serve as the provider of choice for many and play a pivotal role in the health and welfare of our communities by working to expand health care access in underserved communities, promoting health equity in care and improving health outcomes for all.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

1. Nurse Practitioner Week 2023

**PROCLAMATION
NURSE PRACTITIONER WEEK
NOVEMBER 12-18, 2023**

WHEREAS, nurse practitioners (NPs) play a critical role as trusted providers of health care for patients in our Treasure Coast Community. NPs serve as the provider of choice for many and play a pivotal role in the health and welfare of our communities by working to expand health care access in underserved communities, promoting health equity in care and improving health outcomes for all; and

WHEREAS, patients depend on the more than 355,000 licensed NPs in the United States, 21,000 in the State of Florida and nearly 1800 on the Treasure Coast, to diagnose, manage and treat their chronic and acute health care conditions; and

WHEREAS, NPs provide high-quality primary, acute and specialty health care services while emphasizing health promotion, disease prevention, health education and counseling, guiding patients to make smarter health and lifestyle choices every day. The confidence that patients have in NP-delivered health care is evidenced by the more than 1 billion visits made annually to NPs across the country; and

WHEREAS, more than five decades of research demonstrates the high quality of care provided by NPs; and

WHEREAS, leading governmental and policy entities, including the National Academy of Medicine, National Council of State Boards of Nursing, National Governors Association and Federal Trade Commission, have taken notice of the benefits of providing patients full and direct access to NP-delivered care.

NOW THEREFORE, I, TROY MCDONALD, Mayor of the City of Stuart, do hereby proclaim November 12-18, 2023 as **NURSE PRACTITIONER WEEK** in the City of Stuart, Florida and am proud to recognize and honor the countless contributions NPs have made over the past half century and will continue to make on behalf of the health and well-being of citizens in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 13th day of November, 2023.

ATTEST:

TROY MCDONALD
MAYOR

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

Meeting Date: 11/13/2023

Prepared by: Ryanne Cavo

Title of Item:

APPRENTICESHIP WEEK (NOVEMBER 13-19, 2023)

Summary Explanation/Background Information on Agenda Request:

The City of Stuart recognizes the role of Registered Apprenticeship in expanding opportunities in our workforce that are inclusive of individuals who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality, thus providing a path for all qualified individuals, including women, youth, people of color, rural communities, justice-involved individuals and individuals with disabilities, to become apprentices and contribute to America's industries.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

1. Apprenticeship Week - Nov. 13-19, 2023

**PROCLAMATION
APPRENTICESHIP WEEK
NOVEMBER 13-19, 2023**

WHEREAS, Apprenticeship Week is celebrating its 9th anniversary of raising awareness of the vital role Registered Apprenticeships provide in creating opportunities by allowing apprentices to earn while they learn and preparing a pathway to good, quality jobs and well-paying careers in Stuart and across the nation; and

WHEREAS, Registered Apprenticeship programs enable employers to develop and train their future workforce while offering career seekers affordable paths to secure high-paying jobs; and

WHEREAS, the City of Stuart recognizes the role of Registered Apprenticeship in expanding opportunities in our workforce that are inclusive of individuals who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality, thus providing a path for all qualified individuals, including women, youth, people of color, rural communities, justice-involved individuals and individuals with disabilities, to become apprentices and contribute to America's industries; and

WHEREAS, the City of Stuart recognizes that Registered Apprenticeship, a proven and industry-driven training model, is a key strategy to improving job quality, and creating access to good-paying, family-sustaining jobs for all, starting with youth and young adults, while addressing some of our nation's pressing workforce challenges such as rebuilding our country's infrastructure, addressing critical supply chain demands, supporting a clean energy workforce, modernizing our cybersecurity response, and responding to core economy issues.

NOW, THEREFORE, I, TROY MCDONALD, Mayor of the City of Stuart, Florida do hereby proclaim November 13th – 19th, 2023 as: **APPRENTICESHIP WEEK** in the City of Stuart, Florida.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Stuart, Florida to be affixed this 13th day of November, 2023.

TROY MCDONALD
MAYOR

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

Meeting Date: 11/13/2023

Prepared by: Kathy Martin

Title of Item:

SERVICE AWARDS - NOVEMBER 2023

Summary Explanation/Background Information on Agenda Request:

Joshua Hoffner	Residential Collection Team	20 Years
Jeffrey Coleman	Commercial Collection	15 Years
Andrea High	Turf/Grounds Team	15 Years
James Lane	Utilities & Engineering	10 Years
Christina Weinman	Police-Records Technician	5 Years

Funding Source:

General Funding

Recommended Action:

Present Awards

ATTACHMENTS:

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

Meeting Date: 11/13/2023

Prepared by: Roz Johnson

Title of Item:

SUPPORT OF VETERANS IN THE WORKPLACE

Summary Explanation/Background Information on Agenda Request:

The City of Stuart has long supported Veterans in the workplace, as demonstrated in part through volunteerism, recruitment efforts, and the current employment of 32 men and women who have served our country. Veterans bring a unique set of skills into the workplace, including leadership, adaptability, and problem-solving, and the City is committed to ensuring an inclusive and welcoming environment.

The hiring of Veterans can lead to enhanced teamwork, innovation, and resilience in times of change, which ultimately benefits the workforce and our community.

Supporting our Veterans is not only a way to honor their service, but it is also a smart business decision that fosters a diverse and dynamic workplace. Today, we will share some examples of the City's commitment, and we will recognize the Veterans we are proud to call employees of the City of Stuart.

Funding Source:

N/A

Recommended Action:

N/A

ATTACHMENTS:

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

Meeting Date: 11/13/2023

Prepared by: Anne Ellig

Title of Item:

RECYCLING SYSTEM OVERVIEW

Summary Explanation/Background Information on Agenda Request:

The City of Stuart has a single-stream recycling program, meaning all recyclable items can go into the same cart. What happens after these blue carts are placed at the curb? This video will look at the step-by-step process from picking up the commingled materials to becoming sorted bales of commodities. Bales are subsequently sold and shipped to recycling companies for processing, where they are repurposed into new products like paper, pet food cans, carpet, and shoes.

Funding Source:

N/A

Recommended Action:

Support America Recycles Day, observed every year on November 15.

ATTACHMENTS:

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

Meeting Date: 11/13/2023

Prepared by: Ben Hogarth

Title of Item:
LOSOM UPDATE

Summary Explanation/Background Information on Agenda Request:

LOSOM 2022 implementation. Brief presentation and/or comments by Ben Hogarth on the current status of Lake Okeechobee and LOSOM 2022 implementation.

Funding Source:
N/A

Recommended Action:
N/A

ATTACHMENTS:

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

Meeting Date: 11/13/2023

Prepared by: Nina Mullin

Title of Item:

APPROVAL OF 10/23/2023 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Item.

ATTACHMENTS:

1. 10/23/2023 CCM Minutes

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
OCTOBER 23, 2023
AT 5:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

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

ADMINISTRATIVE

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

ROLL CALL

5:31 PM

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

INVOCATION

Pastor Jim Brocious of Stuart Alliance Church gave the Invocation.

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

Mayor McDonald

- Commented on his discussion with Lisa, the Attorney of Everglades Law Center, and the signing of an Amicus brief. He feels it is important for the City to sign on and beneficial to ensure a reservoir is built. Would like the City to do a Budget Amendment and contribute \$10,000 to the effort and made a motion.

PUBLIC COMMENT:

1. Mark Perry - Ocean Blvd.; May 18, 2009, the City of Stuart did the same Amicus brief on the Rivers Coalition and this brief is very similar. He appreciates the immediate recognition of the importance. Great effort for the City to get reengaged in this effort. He

stated he also appreciates the City hosting the Rivers Coalition meeting every month.

- City Manager Mortell updated the Commission on the Amicus brief. He stated the Everglades Law Center contacted the City and will draft the brief in response for the City to enter into an agreement in advance to include the City in their Amicus brief. City Manager Mortell recommended authorizing them to use the City, and, in addition, the City Attorney bring back a Resolution to the November meeting to formally make the donation and a Resolution authorizing the Mayor's signature to properly manage it.
- Commissioner Collins commented on reaching out to the County with a letter to see if they might follow our lead.

5:42 PM MOTION: Approve support of the Amicus with a Budget Amendment for \$10,000 - Modified motion - to comply with City Manager Mortell's comments.

MOVED BY: Troy McDonald

SECONDED BY: Christopher Collins

Motion approved unanimously.

5:43 PM MOTION: Approve that a letter be sent to the County Commission and County Administrator Donaldson to follow our lead.

MOVED BY: Troy McDonald

SECONDED BY: Christopher Collins

Motion approved unanimously.

Mayor McDonald comments continued:

- Expressed concern for a long-time resident that may have to leave the area because the cost of living is too expensive, made him think of what the City could do to help and to do better.

Vice Mayor Bruner

- Commented that she agreed with the Mayor pertaining to housing costs.

Commissioner Clarke

- Stated that she is wearing purple to advocate for victims of domestic violence and October is pink for Breast Cancer awareness.
- Commented on the Sugar/Water issue, stated she is going on October 27th with a group of citizens on the Sugar Cane Tour.
- Commented on the non-profit group invitation for National Philanthropy Day and wanted to make sure Stuart has representation.
- Commented on Item #7 an Ordinance for 2nd reading, that she is proud of what she does as commissioner and appreciates our staff and their reporting efforts; trees are so important to the City.
- Thanked National Association for the Advancement of Colored People (NAACP) for the run event. It brought community unity and was a great event.

Commissioner Collins

- Commented on affordable housing and the City's approval of 3,000 units in four (4) years. Stated the City has done its part, stop the apartments.

Commissioner Rich

- Attended the two-day conference in Rockledge - low impact development and green stormwater initiative.
- Commented on a topic of great concern; getting stormwater rule passed and stated that the legislative representative is Toby Overdorf. The change needed to be made is to go from a projected model to one that relies on monitoring and implementation.

COMMENTS BY CITY MANAGER

City Manager Mortell

- Attended Spooktacular at the Memorial Park and it was packed, the event was still going on a half hour past closing and a great success.
- Commented Police Chief and he attended United Way event. Chief Tumminelli received an award for Stuart being one of the top ten (10) most generous workplaces.

APPROVAL OF AGENDA

5:57 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

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

1. Janine Alexander - Former resident; Commented on her emotional and physical stress, held up photos and continued to explain her timeline of events with the City and Police.
2. Kim Coffee - Former resident; Stated he has known Janine Alexander for eleven (11) years, came to help with the clemency so she can regain her rights. Commented on the police behavior, called Mr. Gallas to tell him to lighten up on her. He stated Mr. Gallas planned to put her in jail and keep her in jail.
3. Jerry Gore - Lake Street; Stated in California, a few weeks ago, learned about the bottle deposit and feels we can be educated on this.
4. Althea Wiley - Stuart; Thanked the CCM for being very instrumental in helping with the movie. Commented on the housing issue and asked that we please do something. There is more housing going up than there are jobs.
5. Chief Tumminelli - Police Chief; Gave an incident update regarding a missing person. It was an isolated incident, deemed a homicide and two (2) arrests were made.

CONSENT CALENDAR

1. APPROVAL OF 10/09/2023 CCM MINUTES (RC)
2. AUTHORIZING THE ASSIGNMENT OF AMENDED LEASE TO SUNSET BAY OWNER, LLC (RC):

RESOLUTION No. 82-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE ASSIGNMENT OF THE AMENDED LEASE AGREEMENT PREVIOUSLY ENTERED INTO BETWEEN THE CITY OF STUART AND SUNSET BAY MARINA AND ANCHORAGE, LLC FOR LEASE OF THE PROPERTY AT 615 N.W. ANCHORAGE WAY TO SUNSET BAY OWNER, LLC FOR THE BALANCE OF THE LEASE TERM; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

3. AUTHORIZING HAZARD MITIGATION GRANT PROGRAM APPLICATION, EXECUTION OF AGREEMENT & MINOR MODIFICATIONS (RC):

RESOLUTION No. 106-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE UTILITIES AND ENGINEERING DEPARTMENT TO SUBMIT A FEMA HAZARD MITIGATION GRANT PROGRAM APPLICATION FOR LIFT STATION GENERATORS; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

6:12 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Becky Bruner

Motion approved unanimously.

COMMISSION ACTION

4. AUTHORIZATION TO ALLOW ASHLEY CAPITAL TO ACCESS THE OLD LANDFILL TO EVALUATE PROPERTY (RC):

RESOLUTION No. 107-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING CITY STAFF TO ENTER INTO A DUE DILIGENCE INVESTIGATION RELATED TO CONVERTING THE OLD CITY LANDFILL PROPERTY INTO A BROWNFIELD REUSE PROJECT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Manager Mortell reported that an unsolicited offer was made by Ashley Capital. The purpose of this Resolution is to authorize the City to enter into agreement with Ashley Capital to allow them to go on site and perform testing at their expense and agreed that

they would bring site back to what it was before they started. Commented that it would be beneficial to the City to convert. He spoke with Dave Peters about other landfill use options and there is not a downside to allowing them to do the investigation.

Commissioner Rich commented that he will not be comfortable if we agree to the condition that if they find something they don't tell us about it, he understands the difficulty it poses for the City, but it cannot be our policy. He will advocate to be fully informed.

PUBLIC COMMENT:

1. Helen McBride - Flamingo Avenue; If they do find something, whatever it is, the public must be told about it.

6:20 PM MOTION: Approve.

MOVED BY: Christopher Collins

SECONDED BY: Becky Bruner

Motion approved unanimously.

5. AUTHORIZATION TO NEGOTIATE A LEASE A PORTION OF THE OLD CITY LANDFILL (RC):

RESOLUTION No. 108-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY TO ENTER INTO NEGOTIATION TO LEASE A PORTION OF THE OLD CITY LANDFILL PROPERTY TO CUSTOM AUTO CENTER; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Manager Mortell reviewed the unsolicited offer, stating both came in at the same time. Custom Auto Center asked if the City would be willing to enter into a lease for thirty (30) years with options. Mr. Mortell stated that he informed Custom Auto Center that before any expenses are incurred he would need to get approval from the Commission. They have been in business for thirty-five (35) years and are looking to expand into the back of the landfill property.

6:25 PM MOTION: Approve.

MOVED BY: Christopher Collins

SECONDED BY: Eula Clarke

Motion approved unanimously.

6. KIWANIS EQUIPMENT AND MATCHING GRANT (RC):

RESOLUTION No. 109-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, DECLARING CERTAIN PLAYGROUND EQUIPMENT CURRENTLY LOCATED AT KIWANIS PARK AS SURPLUS AND GIVING THE PROPERTY TO KIWANIS AT NO COST; FURTHER AUTHORIZING THE CITY MANAGER TO PROVIDE A MATCHING GRANT TO KIWANIS FOR NEW SIGNS AT THE PARK; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Manager Mortell reviewed the purpose of the Resolution which is to replace the swing set.

6:29 PM MOTION: Approve.
MOVED BY: Christopher Collins
SECONDED BY: Eula Clarke
Motion approved unanimously.

ORDINANCE SECOND READING

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

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

Pinal Gandhi-Savdas, CRA Director, briefly reviewed the Ordinance and the amendments for second reading and stated there have been no changes to Ordinance since first reading on August 28, 2023.

6:32 PM MOTION: Approve.
MOVED BY: Eula Clarke
SECONDED BY: Christopher Collins
Motion approved unanimously.

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

8. UPDATE REGARDING CITY HALL, WELLS FARGO AND POSSIBLE STATION LOCATIONS

City Manager Mortell provided a brief review. He stated that there is a vacancy in the Wells Fargo Building in January 2024 and the Human Resource Department may be moving there. A train station was considered toward Flagler Park in front of Congressman Mast's office, but the incline does not suit the route in having the train stop. Other sites have been identified that are near the Courthouse and closer to Lyric Theatre. The train cars are only 500 to 600 feet right now, but with future expansion, they would be at the 1,000 foot mark. The City is working with Brightline and some activity related to a federal grant is pending. The City is also working with the County and will come back to the Commission for the final offer to Brightline.

Mayor McDonald stated that with Human Resource moving to Wells Fargo, as several departments occupy the space, exterior signage should be considered.

Commissioners continued a conversation regarding train station and City Hall.

ADJOURNMENT

6:43 PM

Mary R. Kindel, City Clerk

Troy McDonald, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 13th day of November, 2023.**

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

Meeting Date: 11/13/2023

Prepared by: Michael Mortell

Title of Item:

AUTHORIZING TO HIRE CONSULTANT FOR PLANNING/DESIGN OF FUTURE TRAIN STATION (RC):

RESOLUTION No. 97-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING THE CITY TO FILE A JOINT RESPONSE TO THE REQUEST FOR PROPOSAL PUBLISHED BY BRIGHTLINE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart has identified the return of passenger rail as a priority in its Comprehensive Plan for more than twenty years. Martin County has recently hired Treasure Coast Regional Planning Council to prepare a response to the Request for Proposals published by Brightline. The City has already applied for a grant to assist with the replacement of the Railroad Bridge and has been identifying locations for a potential train station for years. Staff believes that working with the County will provide the best result for the residents and visitors to our community.

Funding Source:

No additional funding is necessary at this time

Recommended Action:

Move approval of Resolution 97-2023

ATTACHMENTS:

1. R97- 2023 Brightline



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

RESOLUTION NUMBER 97-2023

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART AUTHORIZING THE CITY TO
FILE A JOINT RESPONSE TO THE REQUEST FOR
PROPOSAL PUBLISHED BY BRIGHTLINE;
PROVIDING AN EFFECTIVE DATE, AND FOR
OTHER PURPOSES.**

* * * * *

WHEREAS the City of Stuart Comprehensive Plan has included a goal of returning passenger rail to the City of Stuart for more than twenty years; and

WHEREAS Brightline has published a Request for Proposals seeking submittals for train station locations in Martin and St. Lucie County; and

WHEREAS Martin County has hired the Treasure Coast Regional Planning Council to draft a response to the Request for Proposals and it would provide a significant public benefit for the City residents if the City of Stuart file a submission jointly with the County so long as the station was located within the City limits.

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

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

SECTION 2: The City shall work with the County and Treasure Coast Regional Planning Council to prepare a response to the Request for Proposal and the City is authorized to sign the submittal.

Authorizing to hire consultant for planning/design of the future Train Station.

SECTION 3: Staff shall schedule an agenda item with the City Commission or CRA to determine the level of participation the City will incur relating to the Request for Proposal.

SECTION 4: This resolution shall take effect immediately upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption.

The motion was seconded by Commissioner _____ and upon being put to a roll call

vote, the vote was as follows:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of November, 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

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

Meeting Date: 11/13/2023

Prepared by: Joseph Tumminelli

Title of Item:

ILA WITH PALM BEACH COUNTY 800MHZ RADIO SERVICE PUBLIC SAFETY TALK GROUPS (RC):

RESOLUTION No. 110-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING AN INTERLOCAL AGREEMENT FOR THE 800MHZ POLICE RADIO SYSTEM FOR ESTABLISHING TALK GROUPS WITHIN THE SYSTEM; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Authority for Police Talk Groups Inter-County

Funding Source:

N/A

Recommended Action:

Approve Resolution

ATTACHMENTS:

1. R110-2023 ILA with Palm Beach County_ 800mgh_ Radio Service_ Public Safety Talk Groups
2. R110-2023 Exhibit A_ ILA with Palm Beach County_ 800mgh_ Radio Service_ Public Safety Talk Groups



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

RESOLUTION NUMBER 110-2023

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
STUART, FLORIDA AUTHORIZING AN INTERLOCAL
AGREEMENT FOR THE 800MHZ POLICE RADIO SYSTEM FOR
ESTABLISHING TALK GROUPS WITHIN THE SYSTEM;
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, Florida authorizes the parameters under which Palm Beach County will provide access to the Common Talk Groups established on the Palm Beach County Radio System specifically to provide interoperable communications among public safety and general government agencies capable of accessing this feature. This Agreement also identifies the conditions of use, the monitoring requirements, and ability of the City to participate in the operational decisions relating to the use of the Common Talk Groups. The term is five years.

SECTION 2: The City Commission authorizes the Mayor, City Clerk, and any other designated City Official to execute the necessary documents, after review and approval of the City Attorney.

SECTION 3: This resolution shall take effect upon adoption.

Resolution 110-2023

ILA Palm Beach County and City of Stuart 800mhz- Talk Group Radio Agreement

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of _____, 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

PAUL J. NICOLETTI
INTERIM CITY ATTORNEY

800INTERLOCAL AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this _____ day of CITY OF STUART, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (“County”) and City of Stuart, a municipal corporation of the State of Florida (“City”).

WITNESSETH

WHEREAS, the County and the City are continually identifying more effective service delivery methods which result in enhanced public safety services and overall savings to the taxpayers of the County and the City; and

WHEREAS, the County has purchased, designed, installed, and operates a Public Safety Radio System that supports the needs of the Palm Beach County Sheriff’s Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

WHEREAS, the County and the City have determined that the ability to provide interoperable communications is critical to the effective and efficient provision of public safety and general government services; and

WHEREAS, it has been determined to be mutually beneficial to both Parties to execute this Agreement which sets forth the parameters under which the City can access the Common Talk Groups established on the County’s Public Safety Radio System to receive the public safety benefit of interoperability; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately.

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

SECTION 1: PURPOSE

The purpose of this Agreement is to set forth the parameters under which the County will provide access to the Common Talk Groups established on the County System specifically to provide interoperable communications among public safety and general government agencies capable of accessing this feature of the County System. This Agreement also identifies the conditions of use, the monitoring requirements, and ability of the City to participate in the operational decisions relating to the use of the Common Talk Groups.

SECTION 2: DEFINITIONS

2.01 Common Talk Groups: Talk groups established on the County's System that are made available to County agencies, municipalities and other non-County agencies for interoperable communications between agencies for the purpose of providing mutual assistance and planning and execution of on-scene operations.

2.02 County Talk-Groups: Talk groups established on the County's System that are made available to County agencies providing for inter-departmental communications. These talk groups are reserved for particular departments/agencies and only available to outside departments by separate agreements.

2.03 City Equipment: Also known as "agency radios," are City owned P25 compliant handheld and mobile radios and control stations that operate in the 800 MHz spectrum that have the ability to be programmed and used on the County's System.

2.04 Radio Alias: The unique name assigned to an operator's radio that displays on the dispatcher's console when a radio transmits.

2.05 SmartZone Controller: The SmartZone Controller is the central computer that controls the operation of the County's Public Safety Radio System. The SmartZone Controller manages access to System features, functions, and talk-groups.

2.06 System: The Public Safety Radio System funded, purchased, installed, maintained and owned by the County.

2.07 System Manager: An employee within the County's Electronic Services & Security Division of the Department of Facilities Development & Operations with the title Radio System Manager who is responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

SECTION 3: ADMINISTRATION

3.01 System Contact. The Palm Beach County Electronic Services & Security Division's System Manager will be the City's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate contact will be made.

3.02 CRSSC. The System Maintenance and Administration Plan as referenced on Attachment I hereto, identifies the general procedures for the management of the System and procedures for input through the user committees into operating procedure development. The plan establishes the Countywide Radio System Steering Committee (CRSSC), which is

responsible for overseeing and implementing the policies and procedures for the County's System.

3.03 Compliance with System Policies and Procedures. The City shall follow all policies and standard operating procedures in place at the time of this Agreement as well as those developed in the future and issued to the City by the System Manager. The City agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the County's System.

SECTION 4: COUNTY SYSTEM & RESPONSIBILITIES

4.01 County System. The County System consists of eleven (11) transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the SmartZone Controller.

4.02 Coverage for Common Talk Groups. The County System provides seamless County-wide portable and mobile radio coverage for the Common Talk Groups. The radio coverage for the Common Talk Groups is identical to that of other County Talk Groups that reside on the County's System.

4.03 County Responsibilities for System Maintenance and Operations. The County shall be responsible for the maintenance and operation of the County's System, including all costs associated with permitting and licensing.

4.04 Scheduled Outages. The County shall maintain the coverage as described in the County's contract with Motorola R2015-1673, dated 11/17/15, throughout the term of this Agreement except for times of scheduled preventive maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of system failures. The City shall be notified of scheduled preventive maintenance, pursuant to the policies and procedures referenced on Attachment I hereto.

4.05 Management. The County shall be responsible for talk group and fleet mapping management in accordance with the policies and procedures set forth on Attachment I, as may be amended and updated from time to time.

SECTION 5: CITY EQUIPMENT AND RESPONSIBILITIES

5.01 City Equipment. The City's equipment will be P25 compliant 800 MHz mobile, portable, and control station equipment programmed to be used on the County's System. Equipment other than that manufactured by Motorola shall be approved by the System Manager prior to purchase by the City. The City will be required to keep its equipment in proper operating condition and the City is responsible for maintenance of its radio equipment.

5.02 Agreement Limited to Common Talk Groups. The City will only program the Common Talk Groups and the individual unit ID numbers assigned by the System Manager as

part of this Agreement. The City will **not** program into its radios the County operational talk groups without a letter of authorization or a signed agreement from the County.

5.03 City Contacts. The City shall provide the County with a list of persons/positions, which are authorized to request activating/deactivating existing units or new units. No programming will be undertaken by the City or its service provider until requested and approved in writing by the System Manager.

5.04 County Confidential Information. The City shall receive certain access codes to the County's System to enable the Common Talk Groups to be programmed into the City's equipment. ***The access codes are considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or unauthorized persons.*** The access codes are to be treated as confidential information and the City is responsible for safeguarding and protecting the confidentiality of the code information from release to unauthorized parties. All confidential security system information and data obtained, developed, or supplied by the County ("Confidential Information") will be kept confidential by the City and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by law or lawful order. All system parameters shall remain the County's property, and may only be reproduced or distributed with the written permission of the County. The City agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and may be recalled at any time.

5.04.01 Authorized Parties. Service staff directly employed by the City shall be considered authorized to receive access and programming codes for the maintenance of the City's radio equipment. Commercial service providers are not considered authorized to receive access to programming codes for the System. If the City plans to use commercial services for its system or subscriber unit maintenance, the City must include confidentiality requirements in their contracts with the commercial service providers acceptable to the System Manager before access or programming codes may be released to these companies.

5.04.02 Commercial Service Providers. Commercial maintenance service providers are **not** considered authorized to receive access to programming codes for the County's System, unless meeting the requirements of Section 5.04.03 and/or 5.04.04 below. If the City does not have employees capable of programming City radio equipment or prefers to have others program City radio equipment, it may request that the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue or Palm Beach County Electronic Services & Security Division program City's radio equipment under the terms of a separate agreement.

5.04.03 County Review of Existing Service Provider Agreements. If the City uses a commercial service provider to program City radio equipment at the time of execution of this Agreement, and desires that the commercial service provider program the City radio equipment with the Common Talk Groups, the City must submit its existing contract with the commercial service provider to the System Manager for review. The review will focus on whether the contract terms between the City and the

commercial service provider are adequate to protect the County's System from misuse, harm or release of access and programming codes to unauthorized persons. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The City will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of programming codes and radio equipment and pertaining to the safeguarding and protection of the confidentiality of the access codes. If not approved, the City shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or the Palm Beach County Electronic Services & Security Division to program City radio equipment with Common Talk Groups.

5.04.04 Review of Bid Documents for Service Provider. If the City intends to use a commercial service provider to program City radio equipment with the Common Talk Groups, the City shall submit the appropriate bid documents/contract to the System Manager for approval prior to soliciting a bid or quote from the commercial service provider. The System Manager will work with the City to develop the appropriate language for the contract which will allow for approval of the commercial service provider. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The City will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of the programming codes and radio equipment use and the terms requiring the safeguarding and protection of the confidentiality of the access codes. If not approved, the City shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or Palm Beach County Electronic Services & Security Division to program City radio equipment with Common Talk Groups.

5.04.05 Survival. The provisions of this section regarding the City's duty to keep the County's access codes confidential shall survive the termination or expiration of this Agreement.

5.05 Federal Shared Encryption Key. The County's System is configured to allow for end to end encryption. If the City desires encryption, the City must request a CKR assignment from the County's System Manager. The Federal Shared Encryption Key ("Key") is available for use by local law enforcement agencies who require direct radio interoperability with federal agencies and is used on Law Enforcement Common 6E through 10E talk groups on the County's System. The Key is considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or to unauthorized persons. If the City requests use of the Key, the City shall be responsible for safeguarding and protecting the confidentiality of the Key from release to unauthorized parties. Service staff directly employed by the City shall be considered authorized to receive access to the Key. ***Commercial service providers are not considered authorized to receive access to the Key.*** Keyloading of the City's end user radios must only be done by the City itself or another authorized law enforcement

agency. The City must also store the City's encryption key loader(s) in a secure and locked location when not in use. The City shall immediately notify the County's System Manager if the City has reason to believe the confidentiality of the Key has been compromised or an encrypted radio has been lost or stolen. The City shall not program the Key into any non-law enforcement radio. The City must delete the Key from any radio to be repaired by non-agency personnel, removed from service or sent to surplus for disposal. The City shall not provide any Key encrypted radios to any non-public safety personnel. The provisions of this section regarding the City's duty to keep the Key confidential shall survive the termination or expiration of this Agreement.

5.06 Malfunctioning City Equipment. The City is solely responsible for the performance and the operation of the City equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning City owned equipment; the County will request that the City discontinue use of the specific device until the repairs are completed. The County may, in its discretion, disable the equipment from the System after properly notifying the City in writing if the device is causing interference to the System.

5.07 Stolen or Lost City Radios. In the case of lost or stolen equipment, the City will notify the System Manager by e-mail authorizing the System Manager to disable the equipment. The authorization shall provide the County issued individual unit ID number and the serial number of the radio. The System Manager will advise via e-mail when the radio has been disabled. A request by the City to re-activate a disabled radio must be in writing by e-mail to the System Manager.

SECTION 6: SUBSCRIBER UNIT INFORMATION TO BE PROVIDED BY CITY

The City will be required to provide to the County an initial inventory of the radios that are proposed to be programmed for use of the Common Talk Groups. The City will provide the following information to the County:

- Radio manufacturer and model numbers.
- Radio serial numbers.
- Requested aliases to be programmed.

The System Manager will then compile this information and transmit back to the City a matrix of the County-wide Talk Groups, aliases, and radio ID numbers prior to the City's radios being activated on the County's Public Safety Radio System. The City is responsible for adhering to the Talk-Group and Radio ID allocations established by the County. The County's Talk-Group and Radio ID allocations are on file with the County and available upon request.

SECTION 7: UTILIZATION AND MONITORING OF COMMON TALK GROUPS

7.01 Purpose of Common Talk Groups. The Common Talk Groups were implemented specifically for inter-agency communication among multiple agencies, regardless of their specific discipline or affiliation. They were also created to allow communications between agencies without requiring cross-programming operational talk groups in each agency's radios.

Typical Usage Scenario:

- A unit requesting to coordinate a multi-jurisdictional operation or call for mutual assistance, places a call on the Call Talk Group for the appropriate discipline (i.e. Law Enforcement, Fire Rescue, or Local Government) to the dispatch center of the required agency(ies).
- The responding dispatch center assigns one of the Common Talk Groups to the requesting unit and contacts its agency's unit(s) and requests that the user switch to the corresponding talk group.
- The participating units would communicate on the Common Talk Group(s) and upon completion of the operation; the talk-group is cleared of all radio traffic and put back into the pool for other agencies.

7.02 Approved Uses. Usage of the Common Talk Groups is authorized to coordinate multi-jurisdictional fire/law enforcement/disaster recovery operations such as fires requiring multi-agency responses, police pursuit through multiple jurisdictions and coordination and response to local emergencies and disasters. Other authorized uses include undercover operations, investigations, perimeter communications, fire ground coordination, scene security and landing zone communications requiring participation of multiple agencies and disciplines.

In addition, the Common Talk Groups can be used by any agency experiencing catastrophic failure of its own communication system for a determined amount of time. A request to utilize the Common Talk Groups for this situation requires permission of the System Manager. Once approved by the System Manager, the Common Talk Groups can be temporarily utilized until repair of the agency's communication system is complete.

7.03 Prohibited Uses. The Common Talk Groups shall not be used for every-day routine communications or as an extra talk group for agencies that have cross programming agreements and duplicated talk groups programmed into their radios. Other prohibited uses include communications for special events and operations, use as an additional dispatch, administrative or a car to car talk group for a single agency.

7.04 Required Monitoring. Agencies requesting to use the Common Talk Groups by this Agreement have a requirement to monitor the Calling Talk Group in their respective dispatch center to respond to calls for assistance from field units. The dispatch centers which combine more than one discipline in their dispatch center are required to monitor the disciplines which are dispatched. Agencies which do not utilize their own dispatch center are not required to monitor the Calling Talk Group.

SECTION 8: LIABILITY

8.01 No Representation as to Fitness. The County makes no representations about the design or capabilities of the County's System. The City has decided to enter into this Agreement

and use the County's System on the basis of having interoperability with the County and /or other municipalities during times of mutual aid and/or joint operations. The County agrees to use its best reasonable efforts to provide the City with full use of the Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the System, or its fitness for the communication needs of the City.

8.02 No Waiver of Sovereign Immunity. The Parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the County or City pursuant to §768.28, Florida Statutes. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the City shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the City's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes §768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

8.03 No Responsibility for Third Party Claims. Neither the County nor the City shall be liable to each other or for any third party claim, which may arise out of the services provided hereunder or of the radio System itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the agency which is providing such service and not necessarily either party to this Agreement.

8.04 No Consequential Damages. The terms and conditions of this Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the City waive all other remedies with respect to each other, including, but not limited to, consequential and incidental damages.

8.05 Survival. The provisions of this section shall survive the termination or expiration of this Agreement.

SECTION 8A: INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the City represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If City is not self-insured, City shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should City purchase excess liability coverage, City agrees to include County as an Additional Insured.

The City agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should City contract with a third-party (Contractor) to perform any service related to the Agreement, City shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include City and County as Additional Insureds. City shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the City shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the City of its liability and obligations under this Agreement.

SECTION 9: OWNERSHIP OF ASSETS

All assets maintained under this Agreement will remain assets of the respective party.

SECTION 10: TERM OF AGREEMENT

10.01 Initial Term. The initial term of this Agreement is for five (5) years and shall commence immediately upon full execution of this Agreement.

10.02 Renewals. The Agreement may be renewed for two (2) additional terms of five (5) years each. At least six (6) months prior to the expiration of this Agreement's term, the City shall provide the County with a request to renew this Agreement. Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

SECTION 11: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment as agreed to by all parties.

SECTION 12: TERMINATION

This Agreement may be terminated by either party, with or without cause upon ten (10) days written notice to the other party. Upon notice of termination, the System Manager will proceed to disable the City's radios from the County's System. It will be the responsibility of the City to reprogram the City's radios removing the County's System information from the radios. The City will complete reprogramming the City's radios within sixty (60) days of the date of termination. A City with greater than one hundred (100) radios will be given ninety (90) days to re-program its radios.

SECTION 13: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

With a copy to:

Radio System Manager
Palm Beach County Electronic Services & Security Division
2601 Vista Parkway
West Palm Beach, FL 33411-5610

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the City:

Joseph Tumminelli
Police Chief
830 SE Martin Luther King, Jr. Boulevard
Stuart, FL 34994

SECTION 14: APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

SECTION 15: FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 16: ENTIRE AGREEMENT

This Agreement and any Attachments hereto constitute all agreements, conditions and understandings between the County and the City concerning access to the Common Talk Groups. All representations, either oral or written, shall be deemed to be merged into this Agreement, except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the County or City unless reduced to writing and signed by them.

SECTION 17: DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of the County's or the City's officers.

SECTION 18: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 19: NO THIRD PARTY BENEFICIARY

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or City.

SECTION 20: NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the City warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

SECTION 21: ASSIGNMENT

City may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 22: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 23: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 24: ANNUAL BUDGETARY FUNDING/CANCELLATION

This Agreement and all obligations of County and City hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners and the City Council.

SECTION 25: EFFECTIVE DATE

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

SECTION 26: E-VERIFY – EMPLOYMENT ELIGIBILITY

26.01 City warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the City's contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

26.02 County shall terminate this Agreement if it has a good faith belief that City has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CRICUIT
COURT & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO LEGAL
SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: _____
County Attorney

By: _____
Isamì Ayala-Collazo, Director
Facilities Development & Operations

ATTEST:

CITY: CITY OF STUART, a municipal
corporation of the State of Florida

By: _____
Clerk

By: _____
Troy McDonald, Mayor

**APPROVED AS TO LEGAL
SUFFICIENCY:**

By: _____
Attorney

ATTACHMENT I

**PALM BEACH COUNTY
PUBLIC SAFETY RADIO SYSTEM
POLICIES AND PROCEDURES**

Policy / Procedure Title

1. Countywide Use of 800 MHz System (O.P. # I-01)
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)
4. Emergency Medical Communications (O.P. # I-06)
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)
7. System Maintenance and Administration Plan



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

RESOLUTION NUMBER 115-2023

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA RATIFYING THE 2024
CAPITAL IMPROVEMENT PROJECTS FOR 2024;
PROVIDING AN EFFECTIVE DATE; AND FOR
OTHER PURPOSES.**

* * * * *

WHEREAS, the City Commission annually adopts a budget which includes certain capital improvements which will occur during the following calendar year and into the future, and

WHEREAS, the City Commission has adopted a 2024 budget and dedicated funds toward certain capital improvements; and

WHEREAS, the City Commission identifies the Capital Improvements by ratifying the list and balancing it with the appropriate budget expenditures.

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

SECTION 1: The City Commission hereby ratifies the 2024 Capital Improvement Projects depicted in Exhibit A attached hereto.

SECTION 2:

This Resolution shall take effect upon its adoption.

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

Resolution No. 115-2023;
FY 2024 Capital Improvement Projects

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of November, 2023.

ATTEST:

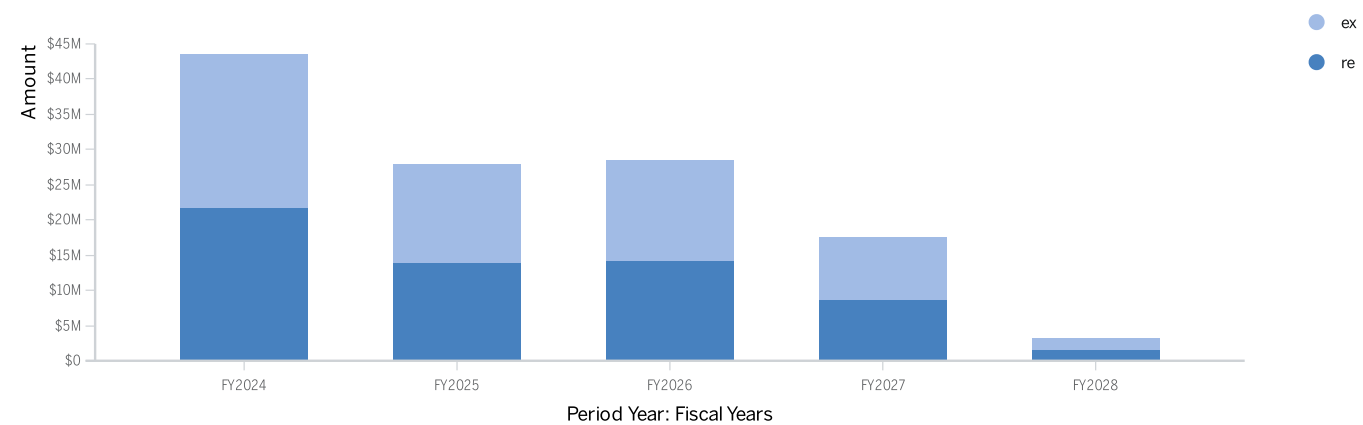
MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

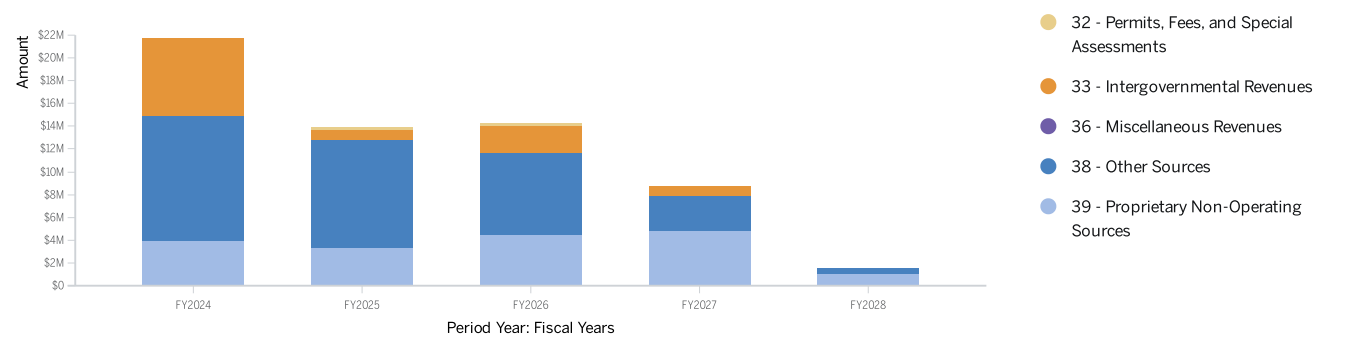
LEE J. BAGGETT, ESQ
CITY ATTORNEY

CIP by Year Revenue vs Expense



Account Type	FY2024	FY2025	FY2026	FY2027	FY2028
Amount	\$43,476,444.00	\$27,860,776.00	\$28,535,670.00	\$17,406,366.00	\$3,146,800.00
ex	\$21,738,222.00	\$13,930,388.00	\$14,267,835.00	\$8,703,183.00	\$1,573,400.00
re	\$21,738,222.00	\$13,930,388.00	\$14,267,835.00	\$8,703,183.00	\$1,573,400.00

CIP Revenues by Year by Category



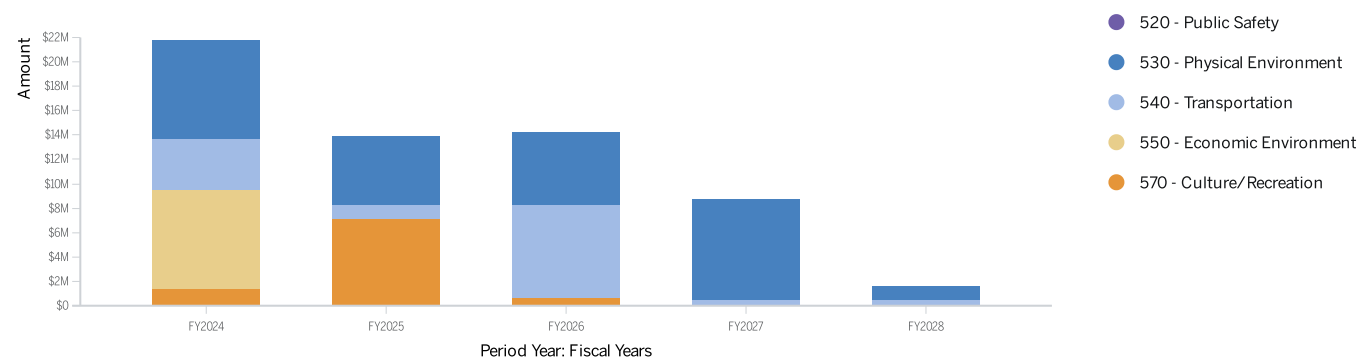
Object Category (Re)	FY2024	FY2025	FY2026	FY2027	FY2028
Amount	\$21,738,222.00	\$13,930,388.00	\$14,267,835.00	\$8,703,183.00	\$1,573,400.00
32 - Permits, Fees, and Special Assessments	\$25,000.00	\$250,000.00	\$250,000.00	\$0.00	\$0.00
33 - Intergovernmental Revenues	\$6,746,617.00	\$882,600.00	\$2,299,510.00	\$812,320.00	\$0.00
36 - Miscellaneous Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
38 - Other Sources	\$11,050,383.00	\$9,447,788.00	\$7,348,325.00	\$3,110,863.00	\$573,400.00
39 - Proprietary Non-Operating Sources	\$3,916,222.00	\$3,350,000.00	\$4,370,000.00	\$4,780,000.00	\$1,000,000.00

CIP Revenues by Object



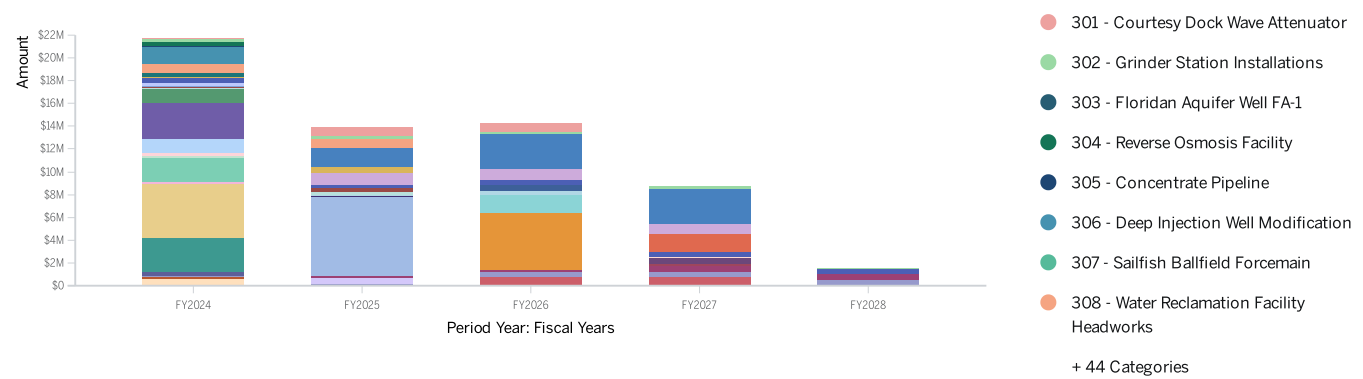
Object Code Description	FY2024	FY2025	FY2026	FY2027	FY2028
Amount	\$21,738,222.00	\$13,930,388.00	\$14,267,835.00	\$8,703,183.00	\$1,573,400.00
Contributions from Private	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Proceeds	\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Federal Grant - Economic	\$4,741,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Federal Grant - General	\$380,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Federal Grant - Other Physical	\$80,000.00	\$327,600.00	\$0.00	\$0.00	\$0.00
Impact Fees	\$25,000.00	\$250,000.00	\$250,000.00	\$0.00	\$0.00
Other Sources	\$9,050,383.00	\$9,447,788.00	\$7,348,325.00	\$3,110,863.00	\$573,400.00
Proprietary Federal Grant	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Proprietary Other Non-Operating	\$3,766,222.00	\$3,350,000.00	\$4,370,000.00	\$4,780,000.00	\$1,000,000.00
Proprietary State Grant	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00
State Grant - Economic	\$274,007.00	\$0.00	\$0.00	\$0.00	\$0.00
State Grant - General	\$0.00	\$55,000.00	\$999,510.00	\$812,320.00	\$0.00
State Grant - Other	\$160,000.00	\$0.00	\$0.00	\$0.00	\$0.00
State Grant - Transportation	\$1,111,610.00	\$500,000.00	\$1,300,000.00	\$0.00	\$0.00

CIP Expenses by Year by Function



Function	FY2024	FY2025	FY2026	FY2027	FY2028
Amount	\$21,738,222.00	\$13,930,388.00	\$14,267,835.00	\$8,703,183.00	\$1,573,400.00
520 - Public Safety	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
530 - Physical Environment	\$8,081,222.00	\$5,705,388.00	\$6,062,125.00	\$8,303,183.00	\$1,173,400.00
540 - Transportation	\$4,115,000.00	\$1,150,000.00	\$7,650,000.00	\$400,000.00	\$400,000.00
550 - Economic Environment	\$8,191,000.00	\$0.00	\$0.00	\$0.00	\$0.00
570 - Culture/Recreation	\$1,351,000.00	\$7,075,000.00	\$555,710.00	\$0.00	\$0.00

CIP Expenses by Year by Project



Departments Description	FY2024	FY2025	FY2026	FY2027	FY2028
Amount	\$21,738,222.00	\$13,930,388.00	\$14,267,835.00	\$8,703,183.00	\$1,573,400.00
301 - Courtesy Dock Wave Attenuator	\$50,000.00	\$750,000.00	\$750,000.00	\$0.00	\$0.00
302 - Grinder Station Installations	\$290,000.00	\$285,788.00	\$248,325.00	\$210,863.00	\$173,400.00
303 - Floridan Aquifer Well FA-1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
304 - Reverse Osmosis Facility	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00
305 - Concentrate Pipeline	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00
306 - Deep Injection Well Modification	\$1,500,000.00	\$0.00	\$0.00	\$0.00	\$0.00
307 - Sailfish Ballfield Forcemain	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
308 - Water Reclamation Facility Headworks	\$750,000.00	\$750,000.00	\$0.00	\$0.00	\$0.00
309 - SE Illinois Avenue Living Shoreline	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
310 - Dixie Hwy Sidewalk (14th to Florida)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
311 - Alternative Water Supply II	\$0.00	\$1,800,000.00	\$3,000,000.00	\$3,000,000.00	\$0.00
312 - Monterey Road Forcemain	\$75,000.00	\$425,000.00	\$0.00	\$0.00	\$0.00
313 - Turbo Blowers	\$0.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$0.00
314 - Rehab/Replace Clarifier Basin	\$0.00	\$0.00	\$0.00	\$1,500,000.00	\$0.00
315 - Central Parkway Outdoor Activity	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
316 - Kiwanis Park Youth Park	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
317 - Micro/Resurfacing	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00
318 - Haney Creek Trail Improvements	\$0.00	\$0.00	\$555,710.00	\$0.00	\$0.00
319 - NW Dixie Hwy Drainage	\$380,000.00	\$0.00	\$0.00	\$0.00	\$0.00
320 - SE Mango Place Drainage	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00
321 - Dyer Dr Drainage	\$50,000.00	\$262,000.00	\$0.00	\$0.00	\$0.00
322 - Lonita St Drainage	\$80,000.00	\$327,600.00	\$0.00	\$0.00	\$0.00
323 - Lake Charlotte Pond Drainage	\$0.00	\$0.00	\$30,800.00	\$221,600.00	\$0.00
324 - SE Ocean Ave Drainage	\$0.00	\$38,000.00	\$273,000.00	\$0.00	\$0.00
325 - SE Central Pkwy Drainage	\$0.00	\$17,000.00	\$128,000.00	\$0.00	\$0.00
326 - SE Flamingo Ave Drainage	\$0.00	\$0.00	\$0.00	\$500,000.00	\$0.00
327 - SW South Carolina Dr Drainage	\$0.00	\$0.00	\$12,000.00	\$90,720.00	\$0.00

Departments Description	FY2024	FY2025	FY2026	FY2027	FY2028
328 - Memorial Park Bandshell Improvements	\$0.00	\$75,000.00	\$0.00	\$0.00	\$0.00
329 - Memorial Park Amphitheater	\$1,271,000.00	\$0.00	\$0.00	\$0.00	\$0.00
330 - Fire Station #3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
331 - Police AC Unit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
332 - Downtown Undergrounding Utilities	\$3,100,000.00	\$0.00	\$0.00	\$0.00	\$0.00
333 - Seminole Street Alley Way	\$1,200,000.00	\$0.00	\$0.00	\$0.00	\$0.00
334 - Gateway Signage	\$350,000.00	\$0.00	\$0.00	\$0.00	\$0.00
335 - Federal Hwy Tree Planting	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00
336 - Guy Davis Community Park	\$0.00	\$7,000,000.00	\$0.00	\$0.00	\$0.00
337 - Riverside Park Neighborhood	\$2,100,000.00	\$0.00	\$0.00	\$0.00	\$0.00
338 - Stypmann Neighborhood Sidewalks	\$125,000.00	\$0.00	\$0.00	\$0.00	\$0.00
339 - SE Dixie Hwy/Triangle District	\$0.00	\$0.00	\$1,500,000.00	\$0.00	\$0.00
340 - Martin Luther King Jr Blvd Complete Street	\$0.00	\$0.00	\$5,000,000.00	\$0.00	\$0.00
341 - Oleander Park Improvements	\$80,000.00	\$0.00	\$0.00	\$0.00	\$0.00
342 - Gary Property Acquisition	\$4,741,000.00	\$0.00	\$0.00	\$0.00	\$0.00
343 - Ion Exchange Vessels	\$2,916,222.00	\$0.00	\$0.00	\$0.00	\$0.00
344 - Water Main Upgrades	\$0.00	\$100,000.00	\$100,000.00	\$500,000.00	\$500,000.00
345 - Effluent Pump Station	\$0.00	\$500,000.00	\$0.00	\$0.00	\$0.00
346 - B&A Flea Market Utilities	\$0.00	\$0.00	\$20,000.00	\$30,000.00	\$0.00
347 - Fire Hydrant/Water Main Upgrades	\$375,000.00	\$0.00	\$0.00	\$0.00	\$0.00
348 - Force Mains Evaluation City-wide	\$100,000.00	\$100,000.00	\$500,000.00	\$500,000.00	\$500,000.00
349 - Lift Station C25 Improvements	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00
350 - Public Works Complex	\$515,000.00	\$0.00	\$0.00	\$0.00	\$0.00
351 - Downtown Floating Dock Replacement	\$90,000.00	\$0.00	\$0.00	\$0.00	\$0.00
352 - Krueger Force Main Replacement	\$0.00	\$100,000.00	\$750,000.00	\$750,000.00	\$0.00

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 11/13/2023

Prepared by: Lee Baggett

Title of Item:

AUTHORIZATION TO ENTER INTO AGREEMENT WITH THE EVERGLADES LAW CENTER, INC. (RC)

RESOLUTION No. 111-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN ATTORNEY CLIENT AGREEMENT WITH THE EVERGLADES LAW CENTER, INC. FOR REPRESENTATION OF THE CITY OF STUART, FLORIDA BY FILING AN AMICI CURIAE BRIEF IN THE 11TH CIRCUIT COURT OF APPEALS IN SUPPORT OF THE UNITED STATES ARMY CORPS OF ENGINEERS AND THE EVERGLADES RESTORATION AND EVERGLADES AGRICULTURAL AREA A-2 RESERVOIR AND STORMWATER TREATMENT AREA PROJECT; AUTHORIZATION TO MAKE A MONETARY DONATION TO THE EVERGLADES LAW CENTER, LLC; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart Commission is committed to advocating, safeguarding, and preserving our natural resources and the Everglades, which are invaluable assets to the Treasure Coast. In 2021, three (3) sugar companies filed a legal challenge against the U.S. Army Corps of Engineers for approving the Everglades Agricultural Area ("EAA") A-2 Reservoir and Stormwater Treatment Area ("STA") Projects. In September 2022, several environmental and civic groups filed an Amici Curiae (Friend of the Court) Brief in the U.S. District Court to dispute the claims made by the sugar companies and to show support for the EAA Reservoir and STA projects. In March 2023, the trial court rejected all of the sugar companies' claims. However, in May 2023, the sugar companies appealed the trial court's decision to the 11th Circuit Court of Appeals.

The Everglades Law Center is preparing an Amici Curiae (Friend of the Court) Brief pro bono on behalf of affected environmental groups, civic organizations, and local governments to be filed in the 11th Circuit Court of Appeals.

During the October 23, 2023 City Commission Meeting, the City Commissioners voted unanimously in favor of and approved engaging the Everglades Law Center, Inc. to represent the City's interests and show the City's support for the approval and implementation of the EAA Reservoir and STA projects and to ensure that CERP is implemented to restore, preserve, and protect the Everglades, the coastal estuaries, and Florida Bay as intended. Additionally, the City Commission approved the tendering of a monetary donation in the amount of \$10,000.00 USD to the Everglades Law Center, Inc. on behalf of the City of Stuart for their diligent work and dedication to our environment.

Funding Source:

The preparation and filing of the Amici Curiae (Friend of the Court) Brief is being done pro bono. The monetary donation of \$10,000.00 USD to the Everglades Law Center, Inc. on behalf of the City of Stuart shall be derived from Account No.: 001-53531-150 (City Attorney-Professional Services).

Recommended Action:

Approve Resolution 111-2023.

ATTACHMENTS:

1. R111-2023 Auth. City Mgr. to execute Employment Agmt with Everglades Law Center Inc



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

RESOLUTION NUMBER 111-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN ATTORNEY CLIENT AGREEMENT WITH THE EVERGLADES LAW CENTER, INC. FOR REPRESENTATION OF THE CITY OF STUART, FLORIDA BY FILING AN AMICI CURIAE BRIEF IN THE 11TH CIRCUIT COURT OF APPEALS IN SUPPORT OF THE UNITED STATES ARMY CORPS OF ENGINEERS AND THE EVERGLADES RESTORATION AND EVERGLADES AGRICULTURAL AREA A-2 RESERVOIR AND STORMWATER TREATMENT AREA PROJECT; AUTHORIZATION TO MAKE A MONETARY DONATION TO THE EVERGLADES LAW CENTER, LLC; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart Commission is committed to advocating, safeguarding, and preserving our natural resources and the Everglades, which are invaluable assets to the Treasure Coast; and

WHEREAS, in 2021 three (3) sugar companies filed a legal challenge against the U.S. Army Corps of Engineers for approving the Everglades Agricultural Area (“EAA”) A-2 Reservoir and Stormwater Treatment Area (“STA”) Projects; and

WHEREAS, in September 2022, several environmental and civic groups, filed an Amici Curiae (Friend of the Court) Brief in the U.S. District Court to dispute the claims made by the sugar companies and to show support for the EAA Reservoir and STA projects; and

WHEREAS, in March 2023, the trial court rejected all of the sugar companies' claims, however in May 2023, the sugar companies appealed the trial court's decision to the 11th Circuit Court of Appeals; and

WHEREAS, the Everglades Law Center is preparing an Amici Curiae (Friend of the Court) Brief pro bono on behalf of affected environmental groups, civic organizations, and local governments to be filed in the 11th Circuit Court of Appeals; and

WHEREAS, during the October 23, 2023 City Commission Meeting the City Commissioners voted unanimously in favor of and approved engaging the Everglades Law Center, Inc. to represent the City's interests and show the City's support for the approval and implementation of the EAA Reservoir and STA projects and to ensure that CERP is implemented to restore, preserve, and protect the Everglades, the coastal estuaries, and Florida Bay as intended.

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

SECTION 1: The City Manager is hereby authorized to execute documents necessary to engage the Everglades Law Center, Inc. in representing the City of Stuart for the purpose of filing an Amici Curiae Brief in the 11th Circuit Court of Appeals.

SECTION 2: The Finance Director is hereby authorized to tender a monetary donation of \$10,000.00 USD to the Everglades Law Center, Inc. on behalf of the City of Stuart for their diligent work and dedication to our environment. The donated funds shall be derived from Account No.: 001-53531-150 (City Attorney-Professional Services).

SECTION 3: This resolution shall take effect on adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 13th day of November, 2023.

Resolution No. 111-2023;
Auth. to execute Atty-Client Agmt. with Everglades Law Center, LLC

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY