



City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

FEBRUARY 12, 2024

AT 4:00 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

Mayor Rebecca S. Bruner

Vice Mayor Campbell Rich

Commissioner Eula R. Clarke

Commissioner Christopher Collins

Commissioner Troy McDonald

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 - THELMA WASHINGTON, ABC'S OF BLACK HISTORY IN STUART AND THE CHILDREN OF GERTRUDE WALDEN

PROCLAMATIONS

2. ENGINEERS WEEK (FEBRUARY 18-24, 2024)
3. HOUSE OF HOPE 40TH ANNIVERSARY
4. NATIONAL CHILDREN'S DENTAL HEALTH MONTH
5. BLACK HISTORY MONTH
6. CHILD TRAFFICKING AWARENESS

PRESENTATIONS

7. FEBRUARY SERVICE AWARDS
8. 2024 LEGISLATIVE SESSION UPDATE
9. OPEN GOV PRESENTATION

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

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

CONSENT CALENDAR

10. APPROVAL OF 01/22/2024 CCM MINUTES AND 01/22/2024 SCM MINUTES (RC)
11. AUTHORIZATION TO ACCEPT \$130.5 MILLION FEDERAL MEGA GRANT TO HELP FUND REPLACEMENT OF THE ST. LUCIE RIVER RAILROAD BRIDGE (RC):

RESOLUTION No. 07-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE ACCEPTANCE OF A U.S. DEPARTMENT OF TRANSPORTATION MEGA GRANT TO ASSIST FUNDING THE REPLACEMENT OF THE ST. LUCIE RIVER RAILROAD BRIDGE AND AUTHORIZING FOR THE ADMINISTRATION OF THE GRANT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

12. AUTHORIZE HEALTHY START COALITION CHANGE IN ARPA AWARD SCOPE (RC):

RESOLUTION No. 10-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING A CHANGE IN SCOPE OF WORK IN THE AWARD OF SUBRECIPIENT AGREEMENT TO MARTIN COUNTY HEALTHY START COALITION'S ARPA SUPPORT SUBAWARD. FOR SUPPORT OF RESPONSE TO MITIGATE THE IMPACTS OF THE COVID-19 PANDEMIC. AUTHORIZING THE

CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EXECUTE THIS TRANSACTION; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

13. AUTHORITY TO CANCEL SOVEREIGNTY SUBMERGED LANDS LEASE BOT#430340696 (NORTHPOINT PROPERTY) (RC):

RESOLUTION No. 15-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND EXECUTIVE DIRECTOR OF THE COMMUNITY REDEVELOPMENT AGENCY TO EXECUTE A CANCELLATION OF SOVEREIGNTY SUBMERGED LANDS LEASE WITH THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

14. AWARD OF ITB#2024-102: CITY OF STUART PAVEMENT MAINTENANCE ZONE-1 MILL/OVERLAY AND POINT REPAIRS PROJECT (RC):

RESOLUTION No. 16-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF ITB #2024-102, CITY OF STUART PAVEMENT MAINTENANCE ZONE-1 MILL/OVERLAY AND POINT REPAIRS PROJECT TO THE LOWEST, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$380,099.95 TO M&M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING OF DELRAY BEACH, FLORIDA AUTHORIZING THE CITY TO EXECUTE A FINAL AGREEMENT SUBSEQUENT TO REVIEW AND APPROVAL BY CITY ATTORNEY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

15. ADOPTION OF APPENDIX "A," FEES, RATES & CHARGES (RC):

RESOLUTION No. 17-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING TYPES, FEES, RATES AND CHARGES AS APPENDIX "A" TO THE CITY CODE OF ORDINANCES, AS PROVIDED AND PERMITTED IN VARIOUS CHAPTERS OF THE CITY'S CODE OF ORDINANCES; PROVIDING FOR CONFLICTS, PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

16. BA#05-2024 AUTHORIZE AND EXPEND FDLE SAFE PROGRAM GRANT (RC):

RESOLUTION No. 22-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT #05-2024 TO THE FISCAL YEAR 2024 OPERATING BUDGET AND AUTHORIZING GRANT EXPENDITURES FOR THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT'S STATE ASSISTANCE FOR FENTANYL ERADICATION (SAFE) IN FLORIDA PROGRAM, PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

17. STUART MAIN STREET CONTRIBUTION AND SERVICE AGREEMENT (RC):

RESOLUTION No. 19-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT BETWEEN THE CITY/CRA AND STUART MAIN STREET, INC., FOR

ITS CONTRIBUTIONS TO THE CITY AND THE PROMOTION OF ECONOMIC VITALITY, REDEVELOPMENT, AND HISTORIC PRESERVATION OF THE STUART MAIN STREET DISTRICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

18. SUPPORT OF HALF-CENT SALES TAX (RC):

RESOLUTION No. 21-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA SUPPORTING A REFERENDUM ON THE NOVEMBER 2024 BALLOT FOR A 10-YEAR DURATION, HALF-CENT SALES TAX TO PURCHASE AND CONSERVE NATURAL LANDS IN MARTIN COUNTY BEING VOTED ON BY THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS ON FEBRUARY 20, 2024; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

19. APPLICANT REQUESTED A CONTINUANCE TO A DATE CERTAIN OF MARCH 25, 2024 CCM:

101 S. COLORADO RESTAURANT - REZONE TO URBAN PLANNED UNIT DEVELOPMENT & SITE PLAN APPROVAL (QJ)(RC):

ORDINANCE No. 2524-2023; AN ORDINANCE OF THE CITY OF COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A REZONING FROM URBAN WATERFRONT TO URBAN PLANNED UNIT DEVELOPMENT FOR A 0.234 ACRE PROPERTY, LOCATED AT 101 S. COLORADO AVENUE, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE COLORADO WATERFRONT RESTAURANT (UPUD); TO RE-PURPOSE THE EXISTING OFFICE BUILDING FOR A 150-SEAT RESTAURANT AND PROVIDE RELIEF FROM VARIOUS PARKING REQUIREMENTS; APPROVING A FINAL SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS INCLUDING A TIMEABLE FOR DEVELOPMENT, DECLARING THE PLAN WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

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: 2/12/2024

Prepared by: Nina Mullin

Title of Item:

ARTS MOMENT - THELMA WASHINGTON, ABC'S OF BLACK HISTORY IN STUART AND THE CHILDREN OF GERTRUDE WALDEN

Summary Explanation/Background Information on Agenda Request:

Thelma Washington will read the ABC's of Black History and the children of the Gertrude Walden Childcare Center will give a performance.

Funding Source:

N/A

Recommended Action:

Enjoy!

ATTACHMENTS:

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

Meeting Date: 2/12/2024

Prepared by: Susej Meleqi

Title of Item:

ENGINEERS WEEK (FEBRUARY 18-24, 2024)

Summary Explanation/Background Information on Agenda Request:

Engineers design, construct, and maintain the infrastructure and facilities that contribute to a high quality of life for all residents of the Municipality. The Municipality growth depends on engineers executing innovative, creative, and high-quality solutions to technical problems.

Funding Source:

N/A

Recommended Action:

Issue Proclamation.

ATTACHMENTS:

1. Feb - Engineers Week

PROCLAMATION
ENGINEERS WEEK
FEBRUARY 18 - 24 2024

WHEREAS, Engineers design, construct, and maintain the infrastructure and facilities that contribute to a high quality of life for all residents of the Municipality. The Municipality growth depends on engineers executing innovative, creative, and high-quality solutions to technical problems; and

WHEREAS, The purpose of the Florida Engineering Society is to advance the public welfare, promote the professional, social, and economic interests of the engineering professions, and stimulate and develop professional concepts among all engineers through education and excellence in practice; and

WHEREAS, Members of the Florida Engineering Society and the American Council of Engineering Companies of Florida are making strides to interact with the engineering education sector to prepare future engineers to maintain our economic leadership and quality of life; and it is important that we recognize and honor the continuing contributions of America's engineers.

NOW, THEREFORE, in recognition of Engineers Week, in the City of Stuart, I, REBECCA S. BRUNER, Mayor of the City of Stuart, do hereby proclaim February 18 – 24, 2024 as:

ENGINEERS WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 12th day of February, 2024.

REBECCA S. BRUNER
MAYOR

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

Meeting Date: 2/12/2024

Prepared by: Susej Meleqi

Title of Item:

HOUSE OF HOPE 40TH ANNIVERSARY

Summary Explanation/Background Information on Agenda Request:

House of Hope is a community service agency, founded in 1984, that empowers Martin County residents to overcome hunger and hardship. House of Hope provides support for basic needs including food, clothing, and financial assistance, as well as life skills through programs and classes in education, health and nutrition, job readiness, the arts, and more; All of their services and support from their four locations throughout Martin County in Stuart, Hobe Sound, Indiantown, and Jensen Beach, are always at no cost to those who need them.

Funding Source:

N/A

Recommended Action:

Issue Proclamation.

ATTACHMENTS:

1. Feb - House of Hope 40th Anniversary

PROCLAMATION HOUSE OF HOPE 40TH ANNIVERSARY

WHEREAS, House of Hope is a community service agency, founded in 1984, that empowers Martin County residents to overcome hunger and hardship; and

WHEREAS, House of Hope provides support for basic needs including food, clothing, and financial assistance, as well as life skills through programs and classes in education, health and nutrition, job readiness, the arts, and more; All of their services and support from their four locations throughout Martin County in Stuart, Hobe Sound, Indiantown, and Jensen Beach, are always at no cost to those who need them; and

WHEREAS, In the past 40 years, House of Hope has grown from a small group of volunteers and a single shelter to serving Martin County residents through its four pantries, three enrichment centers, three thrift stores, five gardens, a produce farm, and a packing house; Through all of its programs and services across Martin County, House of Hope now reaches over 8,000 people each month directly, as well as another 13,000 people via its food bank partners. House of Hope also provides case management, financial assistance, work, and career support, as well as housing support; throughout the year 2024, House of Hope is celebrating its 40th anniversary of empowering our community, Martin County.

NOW, THEREFORE, I, REBECCA S. BRUNER, Mayor of the City of Stuart, do hereby congratulate the House of Hope in celebrating its 40th anniversary and proclaim February 2024 as the:

HOUSE OF HOPE 40TH ANNIVERSARY

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the City of Stuart Florida to be affixed this 12th day of February, 2024.

REBECCA S. BRUNER
MAYOR

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

Meeting Date: 2/12/2024

Prepared by: Susej Meleqi

Title of Item:

NATIONAL CHILDREN'S DENTAL HEALTH MONTH

Summary Explanation/Background Information on Agenda Request:

The American Dental Association held the first national observance of Children's Dental Health Day on February 8, 1949. The single day observance became a weeklong event in 1955. And in 1981, the program was extended to a month-long celebration known today as National Children's Dental Health Month.

Funding Source:

N/A

Recommended Action:

Issue Proclamation.

ATTACHMENTS:

1. Feb - Children's Oral Health Month

PROCLAMATION
NATIONAL CHILDREN’S DENTAL HEALTH MONTH
FEBRUARY 2024

WHEREAS, the American Dental Association held the first national observance of Children’s Dental Health Day on February 8, 1949. The single day observance became a weeklong event in 1955. And in 1981, the program was extended to a month-long celebration known today as National Children’s Dental Health Month. The 2024 theme is: “Healthy Habits for Healthy Smiles”; this month-long national health observance brings together thousands of dedicated dental professionals, healthcare providers, oral health champions, and others to promote the benefits of good oral health and prevention to children and adults, caregivers, teachers, and many others; and

WHEREAS, Little Lights Dentistry is just one example of a community of dental professionals, volunteers, and donors committed to providing quality dental care to uninsured, low-income children in need in our local area. Little Lights Dentistry seeks to reduce dental health disparity, improve dental health outcomes, and increase access to care by emphasizing consistent home care routines with regular dental appointments, brushing with fluoride toothpaste twice daily, flossing daily, and reinforcing nutrition habits that benefit all family members; and

WHEREAS, the future is, to a large measure, dependent on the good health of our families; and good health can be achieved in part through good dental habits learned early and reinforced throughout life.

NOW, THEREFORE, I, REBECCA S. BRUNER, Mayor of the City of Stuart, Florida do hereby proclaim the month of February 2024 as:

CHILDREN’S DENTAL HEALTH MONTH

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Stuart, Florida to be affixed this 12th day of February, 2024.

REBECCA S. BRUNER
MAYOR

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

Meeting Date: 2/12/2024

Prepared by: Susej Meleqi

Title of Item:

BLACK HISTORY MONTH

Summary Explanation/Background Information on Agenda Request:

In 1926, historian Dr. Carter G. Woodson, established what would become Black History Month to bring special acknowledgement and awareness of African American accomplishments, contributions, and history in the shaping of America. The African American community has endured decades of struggle to be recognized as equal among our fellow citizens and has persevered through hate and bigotry to stand up for their rights and the basic rights we are all entitled to: life, liberty and the pursuit of happiness.

Funding Source:

N/A

Recommended Action:

Issue Proclamation.

ATTACHMENTS:

1. Feb - Black History Month

PROCLAMATION
BLACK HISTORY MONTH
FEBRUARY 2024

WHEREAS, in 1926, historian Dr. Carter G. Woodson, established what would become Black History Month to bring special acknowledgement and awareness of African American accomplishments, contributions, and history in the shaping of America; and

WHEREAS, the African American community has endured decades of struggle to be recognized as equal among our fellow citizens and has persevered through hate and bigotry to stand up for their rights and the basic rights we are all entitled to: life, liberty and the pursuit of happiness; and

WHEREAS, the theme for 2024 focuses on African Americans and the Arts. This theme is infused with African, Caribbean, and Black American lived experiences. In the fields of visual and performing arts, literature, fashion, folklore, language, film, music, architecture, culinary and other forms of cultural expression, the African American influence has been paramount. African American artists have used art to preserve history and community memory as well as for empowerment. In 2024, we examine the varied history and life of African American arts and artisans; and

WHEREAS, the City of Stuart is proud to honor the history, contributions, and achievements of African Americans in our community, throughout our State, and our Nation.

NOW, THEREFORE, in recognition of African Americans, past and present, in the City of Stuart, I, REBECCA S. BRUNER, Mayor of the City of Stuart, do hereby proclaim February 2024 as:

BLACK HISTORY MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 12th day of February, 2024.

REBECCA S. BRUNER
MAYOR

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

Meeting Date: 2/12/2024

Prepared by:

Title of Item:

CHILD TRAFFICKING AWARENESS

Summary Explanation/Background Information on Agenda Request:

Human Trafficking is a form of modern-day slavery in which human beings are controlled, abused, and exploited for profit through labor and sex; and Child Sex Trafficking is the fastest growing crime in the world. Children have become the primary target of traffickers and predators as reported by the Florida State Alliance to End Human Trafficking.

Funding Source:

N/A

Recommended Action:

Issue Proclamation

ATTACHMENTS:

1. Feb - Child Trafficking Awareness

PROCLAMATION
CHILD TRAFFICKING AWARENESS
FEBRUARY 12, 2024

WHEREAS, Human Trafficking is a form of modern-day slavery in which human beings are controlled, abused, and exploited for profit through labor and sex; and Child Sex Trafficking is the fastest growing crime in the world. Children have become the primary target of traffickers and predators as reported by the Florida State Alliance to End Human Trafficking; and

WHEREAS, Human Trafficking and Child Sexual Exploitation online is happening in our own backyards, with arrests documented in Stuart this year. Florida ranks #3 in the nation for human trafficking hotline calls. Local agencies, organizations, businesses, schools, and leaders are connecting to bring an end to this horror of enslaving and abusing children and adults through awareness and equipping citizens to provide tips to local law enforcement. Florida Faith Alliance and Visionary School of Arts are collaborating to provide awareness videos and curriculum for children of all ages to be a large part of the sweep of awareness in Martin County; and

WHEREAS, The City of Stuart Commissioners call upon all residents to support local Florida Faith Alliance awareness campaigns to equip parents, grandparents and concerned citizens to eliminate Human Trafficking and help empower schools and citizens to recognize the signs, turn in tips, and save lives. Together, we can rise up to stop this travesty through awareness and education, with a long-term plan to house and restore victims.

NOW, THEREFORE, in recognition of child trafficking, past and present, in the City of Stuart, I, REBECCA S. BRUNER, Mayor of the City of Stuart, do hereby proclaim:

CHILD TRAFFICKING AWARENESS

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 12th day of February, 2024.

REBECCA S. BRUNER
MAYOR

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

Meeting Date: 2/12/2024

Prepared by: Kathy Martin

Title of Item:

FEBRUARY SERVICE AWARDS

Summary Explanation/Background Information on Agenda Request:

Michael Dacey Police Dept. 5 years

Funding Source:

General Fund

Recommended Action:

Present Award

ATTACHMENTS:

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

Meeting Date: 2/12/2024

Prepared by: Ben Hogarth

Title of Item:

2024 LEGISLATIVE SESSION UPDATE

Summary Explanation/Background Information on Agenda Request:

Legislative Update on the 2024 Florida Legislative Session

Funding Source:

N/A

Recommended Action:

N/A

ATTACHMENTS:

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

Meeting Date: 2/12/2024

Prepared by: Louis Boglioli

Title of Item:

OPEN GOV PRESENTATION

Summary Explanation/Background Information on Agenda Request:

The Finance Director will provide a brief presentation of the "Open Gov" software being utilized by the City for the budget and operations.

Funding Source:

N/A

Recommended Action:

Watch the presentation

ATTACHMENTS:

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

Meeting Date: 2/12/2024

Prepared by: Nina Mullin

Title of Item:

APPROVAL OF 01/22/2024 CCM MINUTES AND 01/22/2024 SCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

None.

Funding Source:

N/A

Recommended Action:

Approve Item.

ATTACHMENTS:

1. 01/22/2024 CCM Minutes
2. 01/22/2024 SCM Minutes

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
JANUARY 22, 2024
AT 5:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

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

ADMINISTRATIVE

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

ROLL CALL

5:30 PM

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

INVOCATION

Pastor Jim Harp of Stuart Alliance Church gave the Invocation.

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

Commissioner McDonald

- Commented on his trip to Tallahassee, he felt there was a more moderated mood and shared some legislation bill information, such as; House Bill 665 regarding utility fees, reclaimed water nutrient loads, septic to sewer conversion inspections, and preemptions of Senate Bill 102.

Vice Mayor Rich

- Commented that he also visited Tallahassee, went as a representative of the Treasure Coast Regional League of Cities (TCRLC) and serves on the Utilities and

Natural Resources Committee. The primary focus is to update the current stormwater regulations; reviewed the data and effects on the insurance industry and is confident that changes will occur.

- Expressed that Tallahassee wants to make all the decisions and defund cities by putting three (3) amendments on the ballot to decrease taxes, increase millage rate, and add a percentage to homestead exemptions.

Commissioner Collins

- Commented with encouragement for the public to get involved, he quoted Marjory Stoneman Douglas on "be a nuisance when it counts." Noted community leaders such as Maggie Hurchalla; commented that they, as Commissioners, represent residents. Thanked the public for showing up and speaking up.

Commissioner Clarke

- Requested to pull Item #4.
- Thanked the Commission for their participation in the Martin Luther King Day Events.
- Commented on Bills 102 and 328 being on the agenda for Item #5, requested a workshop or some other way to get information to the public and asked if the City Attorney knows if other cities have done anything with these Bills and if they are incorporated into other plans; she had spoken with the Development Director but wanted to communicate about it publicly.

City Manager Mortell commented in response to Commissioner Clarke's comment, stating that Senate Bill 102 was codified as Florida Statute 166.04151. The amended House Bill 328 includes language that the approved projects under SB102 that would be in violation of our Comp Plan will be allowed to remain after the thirty (30) years that they are entitled to be there.

COMMENTS BY CITY MANAGER

City Manager Mortell

- Commented that the Police Department hosted a Jiu Jitsu Tournament on Saturday and Sunday, participants came from all over the State.
- Announced that the Finance Department has received the Distinguished Budget Presentation Award and has arranged for the Finance Director to do a presentation of our online budget at the February 12th Commission Meeting.

APPROVAL OF AGENDA

5:57 PM MOTION: Approve pulling Item #4.

MOVED BY: Troy McDonald

SECONDED BY: Eula Clarke

Motion approved unanimously.

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

1. Caryn Hall Yost-Rudge - Palm City Rd; Commented on the last meeting in which the Mayor made a statement on calling law enforcement on another Commissioner; submitted a document filed with the US District Court in Ft. Pierce for the Mayor.
2. Bob Ernst - Commented that he emailed the Commission, thanked Collins for bringing up past leaders, Marjory Stoneman Douglas; please vote no on the Creekside Hotel and the restaurant. Roads are over capacity now, citizens are outraged.

CONSENT CALENDAR

1. APPROVAL OF 01/08/2024 CCM MINUTES (RC)
2. AWARD OF ITB# 2024-103, CITY OF STUART DOWNTOWN FLOATING DOCK REPLACEMENT PROJECT (RC):

RESOLUTION No. 08-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF ITB #2024-103, CITY OF STUART DOWNTOWN FLOATING DOCK REPLACEMENT PROJECT TO THE LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$49,097.00 TO UNDERWATER ENGINEERING SERVICES, INC., OF FORT PIERCE, FLORIDA; AUTHORIZING THE CITY TO EXECUTE A FINAL AGREEMENT SUBSEQUENT TO REVIEW AND APPROVAL BY CITY ATTORNEY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

3. MARTIN COUNTY SHERIFF'S OFFICE AND THE STUART POLICE DEPARTMENT MUTUAL AID AGREEMENT (RC):

RESOLUTION No. 09-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE STUART POLICE DEPARTMENT AND THE MARTIN COUNTY SHERIFF'S OFFICE TO ENTER INTO A MUTUAL AID AGREEMENT, FOR HOMICIDES, SEX OFFENSES, ROBBERIES, ASSAULTS, BURGLARIES, LARCENIES, GAMBLING, MOTOR VEHICLE THEFTS, DRUG VIOLATIONS PURSUANT TO CHAPTER 893, FLORIDA STATUTES, SUPPORT OF BACK UP SERVICES DURING PATROL ACTIVITIES, AND INTER-AGENCY TASK FORCES AND/OR JOINT INVESTIGATIONS AND RELATED INVESTIGATIONS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**** PULLED - ITEM #4 FROM CONSENT CALENDAR ****

4. AUTHORIZATION TO EXECUTE AN ACCESS AGREEMENT WITH ASHLEY CAPITAL FOR THE OLD CITY LANDFILL (RC):

RESOLUTION No. 13-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY TO EXECUTE THE BROWNFIELDS SITE ACCESS AGREEMENT WITH TREASURE COAST REGIONAL PLANNING COUNCIL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

6:06 PM MOTION: Approval of Items 1, 2, and 3 on the Consent Calendar.

MOVED BY: Troy McDonald

SECONDED BY: Eula Clarke

Motion approved unanimously.

4. AUTHORIZATION TO EXECUTE AN ACCESS AGREEMENT WITH ASHLEY CAPITAL FOR THE OLD CITY LANDFILL (RC):

RESOLUTION No. 13-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY TO EXECUTE THE BROWNFIELDS SITE ACCESS AGREEMENT WITH TREASURE COAST REGIONAL PLANNING COUNCIL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Manager Mortell provided the background on the Old City Landfill and a review of the Resolution before the Commission, for clarification purposes.

6:11 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Troy McDonald

Motion approved unanimously.

COMMISSION ACTION

5. SUPPORTING SENATE BILL 328 RELATING TO AFFORDABLE HOUSING AND THE LIVE LOCAL ACT (RC):

RESOLUTION No. 12-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING SENATE BILL 328 RELATING TO AFFORDABLE HOUSING AND IMPROVING UPON THE "LIVE LOCAL ACT," PREVIOUSLY ADOPTED DURING THE 2023 FLORIDA LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Commissioner McDonald noted that he requested this item on the agenda and provided a brief history. City Manager Mortell elaborated on Commissioner McDonald's comments.

City Attorney Baggett reviewed the Bill. Commissioner Collins inquired on City's position and expressed concerns over the Pasco County lawsuit; if the Commission supports this Resolution, will it then prevent the City from participating in a lawsuit. City Manager Mortell commented that a "Whereas clause" could be added, with specific language. Commissioner McDonald echoed the City Manager adding specific language.

PUBLIC COMMENT:

1. Robin Cartwright – Hibiscus Ave; Commented on the vagueness of the Bill, statistics on housing, past voting record on affordable housing, and noted Jacksonville Corner Lot.

6:19 PM MOTION: Approve.
MOVED BY: Troy McDonald
SECONDED BY: Eula Clarke
Motion approved unanimously.

ORDINANCE SECOND READING

6. HCA FREESTANDING EMERGENCY ROOM - MAJOR AMENDMENT TO THE PLANNED UNIT DEVELOPMENT & SITE PLAN (QJ)(RC):

ORDINANCE No. 2526-2024; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA GRANTING A THIRD MAJOR AMENDMENT TO ORDINANCE NO. 2297-2014, AKA THE 7.24-ACRE, 4-LOT WAWA GAS STATION & CONVENIENCE STORE MASTER COMMERCIAL PLANNED UNIT DEVELOPMENT ("CPUD"), THEREBY APPROVING A MASTER DEVELOPMENT PLAN FOR LOT 3 CONSISTING OF AN 11,570 SQUARE FOOT FREE STANDING EMERGENCY ROOM AND PROVIDING FOR NEW, RESTATED, AND AMENDED DEVELOPMENT CONDITIONS, INCLUDING A TIMETABLE FOR DEVELOPMENT; SAID PROPERTY BEING GENERALLY LOCATED AT THE SOUTH EAST CORNER OF SR 76 & S.E. MONTEREY ROAD, BEING MORE FULLY DESCRIBED BY EXHIBIT "A" ATTACHED; DECLARING THE PROPOSED DEVELOPMENT TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; ACCEPTABLE BY THE APPLICANT; AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Commissioners noted their ex parte communications. Two (2) people sworn; Jodi Nentwick-Kugler, Development Director City of Stuart, and Michael Barbera, Chief Operating Officer of HCA.

Audra Creech, Gunster Real Estate Law, Attorney for the applicant, presented the changes to the typographical errors of the Ordinance. Development timetable was noted at June 25, 2024 and June 30, 2025, change requested is to extend dates to June 30 2025, and June 30, 2026, both increased by 1 year. Exhibit B is referenced but not included, requested it be added.

Michael Barbera, Chief Operating officer of HCA, came forward to answer questions.

6:36 PM MOTION: Approve with conditions.
MOVED BY: Eula Clarke
SECONDED BY: Chistopher Collins
Motion approved unanimously.

ORDINANCE FIRST READING

7. 101 S. COLORADO RESTAURANT – REZONE TO URBAN PLANNED UNIT DEVELOPMENT & SITE PLAN APPROVAL (QJ)(RC):

ORDINANCE No. 2524-2023; AN ORDINANCE OF THE CITY OF COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A REZONING FROM URBAN WATERFRONT TO URBAN PLANNED UNIT DEVELOPMENT FOR A 0.234 ACRE PROPERTY, LOCATED AT 101 S. COLORADO AVENUE, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE COLORADO WATERFRONT RESTAURANT (UPUD); TO RE-PURPOSE THE EXISTING OFFICE BUILDING FOR A 150-SEAT RESTAURANT AND PROVIDE RELIEF FROM VARIOUS PARKING REQUIREMENTS; APPROVING A FINAL SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS INCLUDING A TIMEABLE FOR DEVELOPMENT, DECLARING THE PLAN WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

Commissioners provided ex parte communications.

Four (4) people sworn; Jodi Nentwick-Kugler, Development Director City of Stuart, Nik Schroth, NAI Southcoast Realtor, Mike McCarty, McCarty & Associates Land Planning and Design, and Dr. Mark Schumback, Applicant.

Jodi Nentwick-Kugler, Development Director, presented the project's details and provided the petitioner's requests.

Mike McCarty of McCarty and Associates, presented the plans for the existing building and the improvements planned for the property. Reviewed the public response from the January Community Redevelopment Board (CRB) Meeting, and announced they held a neighborhood meeting to include the neighbors in the project. The public response was simply no valet. Requested an exemption to the parking, as parking throughout downtown is all that is needed.

Dr. Shambeck, property owner, commented on his personal history with the property.

Commissioner Clarke requested the uses on the urban waterfront.

Ms. Nentwick-Kugler listed the uses.

Commissioners continued questions and discussion.

Mr. McCarty provided clarification to Commission's concerns regarding the noise ordinance, existing structure, parking, egress and ingress space for delivery services, etc.

City Attorney Baggett, commented that an option for the parking may be to lease the parking and make it available to their clientele. City Manager Mortell stated another option is to pay the City to cost the lease.

PUBLIC COMMENT:

1. Dennis Steelman – Seminole St; commented on how this is being considered when the City does not know what type of restaurant it will be, opposed to the project.
2. Chip Hazard – Seminole St; Commented that there is not enough information nor notice for the project, stated Seminole St. is not an alleyway but a neighborhood. Opposed to the project.
3. Edward Lucente – Seminole St; Commented on the boundaries, requests that the legal boundary protects the neighbors, opposed to project.
4. Bruce Laraway – Seminole St; Commented that he has been a resident for fifteen (15) years, noted the descriptions of Seminole Street being an alley; opposed to the project.
5. Tom Campenni – St. Lucie Crescent Rd; noted the parking spaces and feels the 42 spaces should be considered; feels the music needs to be strictly enforced as the Ordinance is not enforced.
6. Mark Brechbill – Osceola Ave; Commented as the no vote on the Community Redevelopment Board (CRB) for this project, the alternative, after meeting with the neighborhood, feels it should be done within the existing plan for downtown, put it in the saturation district.
7. LouAnn Steelman – Seminole St; being called an alley, the street is beautiful, feels it will bring lots of traffic, opposed to the project.
8. Robert Ernest - Commented on the past approvals by the Commission and parking in downtown. Didn't receive notice; traffic issues.
9. Jim Spurgeon – Osceola Ave; Commented on the parking and delivery trucks.
10. Sean Reed – Sixth St; Commented that most support the concept, but traffic is the issue; seating enforcement, six letters in support of the project, stated Stuart is losing its unique charm.
11. Marty Bielicki – Seminole St; Commented on the opposition of the restaurant, don't bend rules.
12. Helen McBride – Flamingo Ave; Commented that some of what was said tonight is not accurate; noise issues, feels there should be no music, one handicap parking space in the area, part of Seminole was known as an alleyway for the businesses on Osceola.
13. Annie McMillian – Harbor Point Dr; Opposed to the project and is present to support the Seminole Street neighbors; taxpayers need to understand what is allowable, voice opinions, to be given an explanation of what can be changed in the code if necessary.

Mike McCarty, McCarty and Associates, responded to the public comments. Noted the residents purchased within a mixed use Community Redevelopment Agency. There are many uses in a CRA area and the allowance of these projects has made the city what it is today. Commented on the parking lease, would like to meet with someone from the City to lease what is available.

Mayor, Vice Mayor, and Commissioners stated their positions on the approval and added their comments.

Nik Schroth and Mike McCarty provided some final remarks.

8:31 PM NO MOTION - NO VOTE.

DISCUSSION AND DELIBERATION

ADJOURNMENT

8:32 PM

Mary R. Kindel, City Clerk

Rebecca S. Bruner, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 12th day of February, 2024.**

MINUTES
SPECIAL COMMISSION MEETING OF THE STUART CITY COMMISSION
ATTORNEY-CLIENT MEETING
JANUARY 22, 2024
AT 6:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION

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

ADMINISTRATIVE

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

ROLL CALL

8:38 PM

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

DISCUSSION AND DELIBERATION

1. SPECIAL ATTORNEY-CLIENT "SHADE" MEETING PURSUANT TO FLORIDA STATUTES SECTION 286.011(8)

Attorney Baggett reviewed the purpose of this Shade Meeting and the ground rules of such meeting.

* 8:40 PM Meeting paused - Commissioners in Shade Meeting

* 9:08 PM Reconvened.

9:08 PM Motion: Reject Settlement Offer.
MOVED BY: Campbell Rich
SECONDED BY: Christopher Collins
Motion approved unanimously.

ADJOURNMENT

9:08 PM

Mary R. Kindel, City Clerk

Rebecca S. Bruner, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 12th day of February, 2024.**

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 2/12/2024

Prepared by: Jacqui May

Title of Item:

AUTHORIZATION TO ACCEPT \$130.5 MILLION FEDERAL MEGA GRANT TO HELP FUND REPLACEMENT OF THE ST. LUCIE RIVER RAILROAD BRIDGE (RC):

RESOLUTION No. 07-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE ACCEPTANCE OF A U.S. DEPARTMENT OF TRANSPORTATION MEGA GRANT TO ASSIST FUNDING THE REPLACEMENT OF THE ST. LUCIE RIVER RAILROAD BRIDGE AND AUTHORIZING FOR THE ADMINISTRATION OF THE GRANT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The St. Lucie River Railroad Bridge replacement is critical for the long-term capacity and fluidity of freight rail operations as well as regional marine industry movements and passenger rail. The federal 2021 Infrastructure Investment and Jobs Act ("IIJA"), also known as the Bipartisan Infrastructure Law, provides \$1.2 trillion over fiscal years 2022 through 2026 in new federal infrastructure investment. As part of its scope, the IIJA provided funds to the USDOT for Multimodal Project Discretionary Grants (MPDG) across two programs to invest in bridge projects of national or regional significance – the National Infrastructure Project Assistance (Mega) grants program, and the Nationally Significant Multimodal Freight and Highways Projects grants program (Infrastructure for Rebuilding America or INFRA).

The City partnered with the Florida Inland Navigation District (FIND), Florida East Coast Railroad, (FECR) and Brightline to apply for and was awarded a \$130.5 million U.S. Department of Transportation MEGA Grant to assist in funding the St. Lucie River Railroad Bridge Replacement Project. The replacement bridge will allow up to 90% of historic vessel traffic to pass without a bridge opening. As a result, the larger boats will also have more efficient marine navigation because they will not be competing with the other boats to pass during openings. The increased capacity of double tracking will also provide public benefit to mariners and motorists because it will reduce congestion on the existing roadway systems created by the staging of freight and passenger rail which is required when there is only a single track crossing.

Funding Source:

N/A

Recommended Action:

Move approval of Resolution No. 07-2024 authorizing the Mayor or City Manager to execute any documents necessary to accept and implement the grant.

ATTACHMENTS:

1. R07-2024 Authorizing Mega Grant Acceptance Agreement and Administration_2.2.2024
2. R07-2024 Attach 1_MPDG FY 2023-2024 Mega Award Letter - FL - St. Lucie River Railroad Bridge Replacement Project
3. R07-2024 Attach 2_MEGA Fact Sheets FY 2023-2024_Final

Resolution 07-2024

Authorizing acceptance of and administration of a U.S. Department of Transportation Mega Grant for the St. Lucie River Railroad Bridge



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

RESOLUTION NUMBER 07-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE ACCEPTANCE OF A U.S. DEPARTMENT OF TRANSPORTATION MEGA GRANT TO ASSIST FUNDING THE REPLACEMENT OF THE ST. LUCIE RIVER RAILROAD BRIDGE AND AUTHORIZING ADMINISTRATION OF THE GRANT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the St. Lucie River Railroad Bridge replacement is critical for the long-term capacity and fluidity of freight rail operations and regional marine industry movements and intercity passenger rail.

WHEREAS, the federal 2021 Infrastructure Investment and Jobs Act (“IIJA”), also known as the Bipartisan Infrastructure Law, provides \$1.2 trillion over fiscal years 2022 through 2026 in new federal infrastructure investment. As part of its scope, the IIJA provided funds to the USDOT for Multimodal Project Discretionary Grants (MPDG) across two programs to invest in bridge projects of national or regional significance – the National Infrastructure Project Assistance (Mega) grants program, and the Nationally Significant Multimodal Freight and Highways Projects grants program (Infrastructure for Rebuilding America or INFRA).

WHEREAS, the City partnered with the Florida Inland Navigation District (FIND), Florida East Coast Railroad, (FECR) and Brightline to apply for and will receive a \$130.5 million U.S. Department of Transportation MEGA Grant to assist in funding the development and implementation of the St. Lucie River Railroad Bridge Replacement Project; and

WHEREAS, by increasing the channel clearance with a new higher elevation drawbridge, up to 90% of vessel traffic will be able to pass without a bridge opening which will improve navigation without use of the drawbridge and with the reduction in bridge openings and increased capacity of double tracking it will also provide public benefit to mariners and motorists and will reduce congestion on the existing roadway systems; and

WHEREAS, the City Commission of the City of Stuart finds that it is in the best interest of the City of Stuart to accept the \$130.5 million U.S. Department of Transportation Mega Grant to assist in funding the replacement of the current single-track bridge crossing the St. Lucie River.

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

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

SECTION 2: The City Commission accepts \$130.5 million U.S. Department of Transportation Mega Grant funding toward the replacement of the Florida East Coast Railway/Brightline bridge over the St. Lucie River; and to execute an agreement.

SECTION 3: The City Manager is authorized to make minor amendments necessary to effectuate the intent of the Commission approval and to execute any related subawards,

SECTION 4: The City Commission authorizes the Grants Administrator to sign all necessary documents and make decisions as required for the effective administration of the awarded grant.

SECTION 5: This Resolution shall become effective immediately upon its adoption.

Resolution 07-2024

Authorizing acceptance of a U.S. Department of Transportation Mega Grant for the St. Lucie River Railroad Bridge

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:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2024.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY



U.S. Department of Transportation

1200 New Jersey Avenue SE
Washington, DC 20590

Project Name: St. Lucie River Railroad Bridge Replacement Project

Applicant: City of Stuart

Grant Funding: \$130,500,000

Estimated Future Eligible Project Costs: \$218,000,000

Project Description: The project will replace the existing 100-year-old St. Lucie River Railroad Bridge with a new double-track structure with significantly improved vertical and horizontal navigational clearances.

Congratulations! The project above was selected to receive an MPDG FY 2023-2024 Mega grant.

This letter does not authorize the applicant to incur costs to carry out the project. The execution of a grant agreement will obligate Mega grant funding, making it available to reimburse eligible expenses for the awarded project. Unless authorized by USDOT in writing, any costs incurred prior to that obligation of funds for a project (i.e., “pre-award costs”) are ineligible for reimbursement and may be ineligible to count towards non-Federal match requirements. This letter does not authorize pre-award costs to be eligible. Obligation may occur as soon as requirements are met, and the Department expects all Mega funding be obligated by September 30, 2026.

Grantees will receive a prepopulated draft grant agreement from the MPDG Program Office by the end of January, but are also welcome to review the existing reference materials, available here: [Mega Grant Implementation | US Department of Transportation](#).

The USDOT Operating Administration overseeing your project will contact you in the coming weeks regarding next steps to complete the relevant requirements before executing a grant agreement.

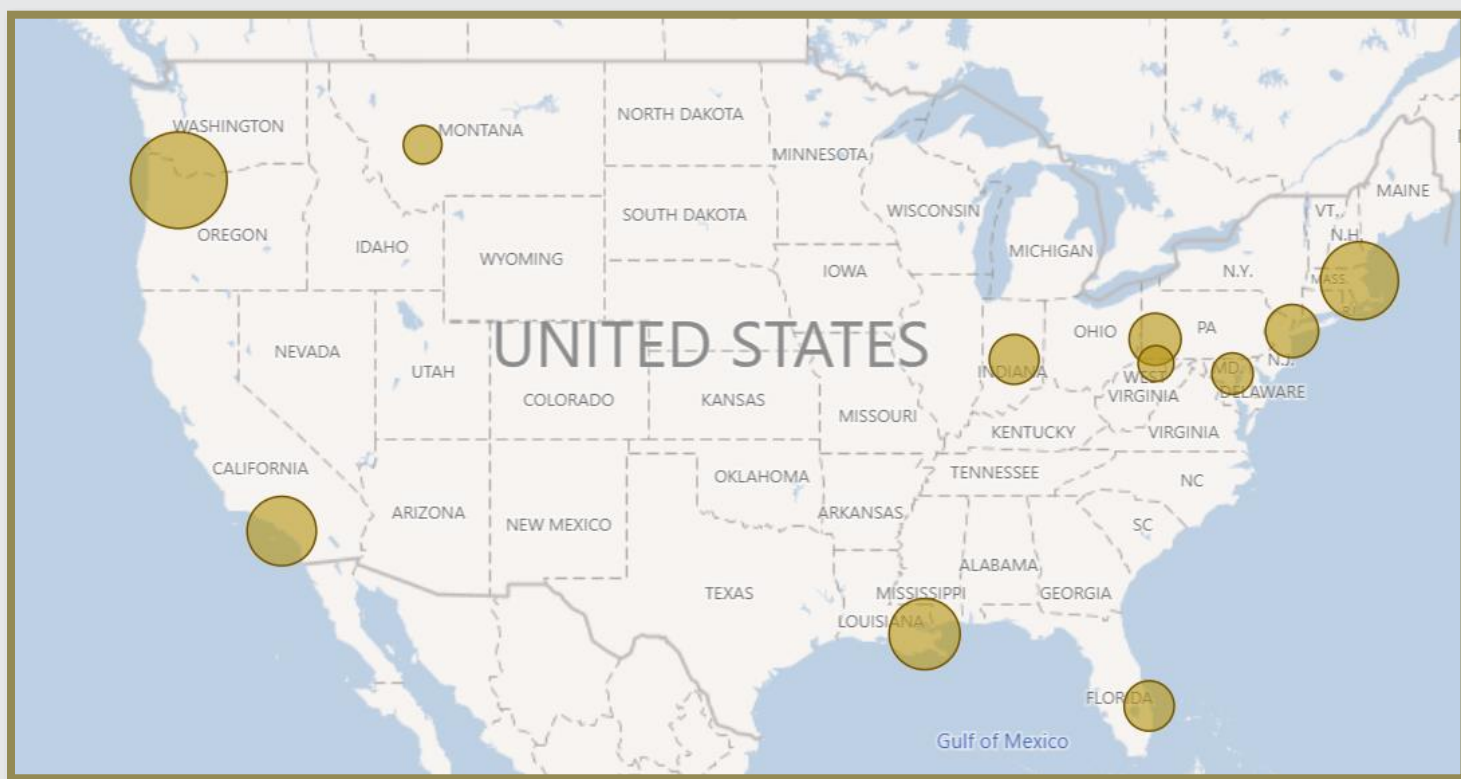
If you have any questions about this award, please contact the MPDG Team at mpdgrants@dot.gov.

Sincerely,

John Augustine

Director, Office of Infrastructure Finance and Innovation
Office of the Secretary

National Infrastructure Project Assistance (Mega) Program



MEGA AWARDS FY 2023-2024

National Infrastructure Project Assistance (Mega) Program

MEGA 2023-2024 AWARDS FACT SHEETS TABLE OF CONTENTS

Project	State	Page Number
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National Infrastructure Project Assistance (Mega) Program



U.S. Department
of Transportation

America's Green Gateway: Pier B Rail Program Buildout

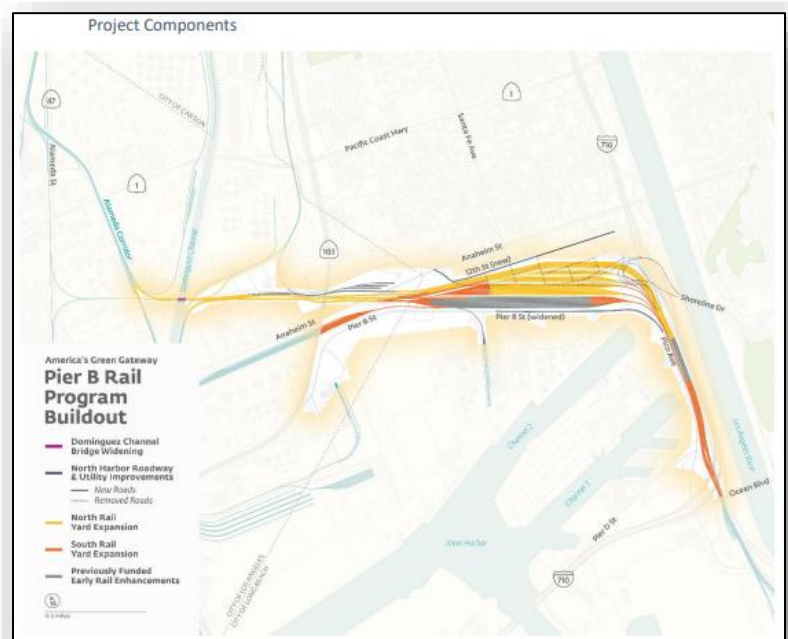
Mega Award: \$283,375,812

Long Beach, California

Applicant: City of Long Beach

Project Description:

The project will complete the Pier B On-Dock Rail support Facility Program by completing the North Rail Yard Expansion and the South Rail Yard Expansion. The North Rail Yard Expansion will construct two new mainline tracks, five new 10,000-foot receiving and departure tracks extending from west of the Dominguez Channel to the Pico Avenue rail corridor, and 26 new storage tracks north of the existing Pier B Yard. It also includes active at-grade warning devices and railroad pre-emption with a new traffic signal at Pier B Street. The South Rail Yard Expansion will add seven new 3,000-foot storage tracks, lengthen and rehabilitate seven existing 3,000-foot storage tracks, construct two new tracks in the Pico Avenue Rail Corridor, reconfigure tracks near Pier D Street, and construct a new compressed air facility.



Project Benefits:

The project addresses Safety; State of Good Repair; Climate Change, Resiliency, and the Environment and Equity, Multimodal Options, and Quality of Life. It will significantly enhance container-on-rail service to and from the ports of Long Beach and Los Angeles, facilitating 20 percent of container throughput at the ports that moves exclusively by rail. It will also improve the connections between the ports and the BNSF and Union Pacific networks. The project also applies a Port-Wide Project Labor Agreement (PLA) that the Port of Long Beach executed with the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions.

National Infrastructure Project Assistance (Mega) Program



U.S. Department
of Transportation

St. Lucie River Railroad Bridge Replacement Project

Mega Award: \$130,500,000

Stuart, Florida

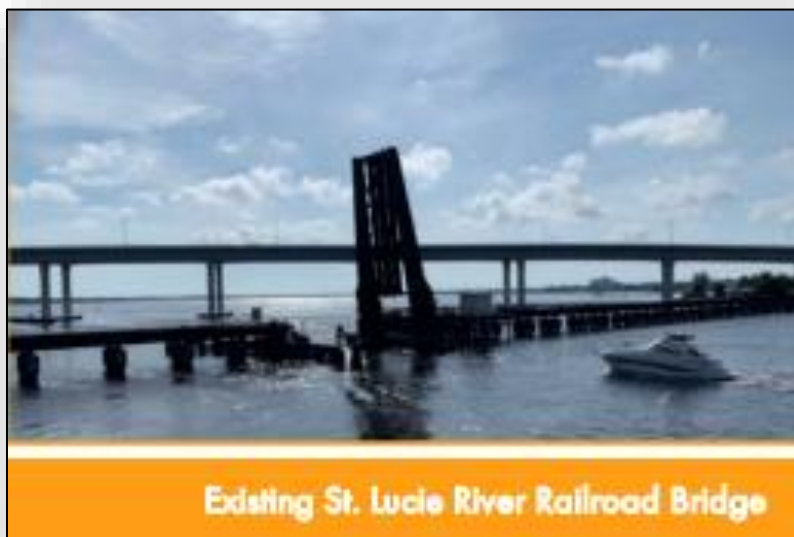
Applicant: City of Stuart

Project Description:

The project will replace the existing 100-year-old St. Lucie River Railroad Bridge with a new double-track structure with significantly improved vertical and horizontal navigational clearances.

Project Benefits:

The project is strong in Safety; State of Good Repair; and Economic Impacts, Freight Movement and Job Creation. By diverting freight traffic to rail, the project will increase safety for marine traffic, decrease the potential for blocked grade crossings and vehicle collisions, and shift single occupancy vehicles to safer passenger rail travel. Additionally, the replacement of the 100-year-old existing bridge with a new modernized structure will result in lower operations and maintenance costs.



National Infrastructure Project Assistance (Mega) Program



U.S. Department
of Transportation

80/94 FlexRoad Project

Mega Award: \$127,484,669

Gary, Indiana to Munster & Lansing, Illinois

Applicant: Indiana Department of Transportation

Project Description:

This project will improve 19 miles of interstate within the Chicago urbanized area, from the I-65 interchange in Indiana to the I-294/I-80 and I-94 interchange in Illinois by implementing eight Transportation Systems

Management and Operations (TSMO) strategies. TSMO strategies include ramp metering, dynamic shoulder lanes, variable speed limits, queue warning signs, event management, improved signage, improvements to the Broadway/I-65 interchange, and dynamic lane control.



Project Benefits:

The project is strong in Safety; Economic Impacts, Freight Movement and Job Creation; and Innovation. This corridor is a major bi-state connection between Illinois and Indiana and the time savings that will result from this project are significant. Located on one of the most significant national freight corridors, the project area carries more than 200,000 vehicles per day, approximately one third of which are trucks. The TSMO strategies will help to reduce congestion and increase efficiency of the highway without expanding the highway footprint.

National Infrastructure Project Assistance (Mega) Program



U.S. Department
of Transportation

Louisiana International Terminal Project

Mega Award: \$73,779,805

St. Bernard Parish, Louisiana

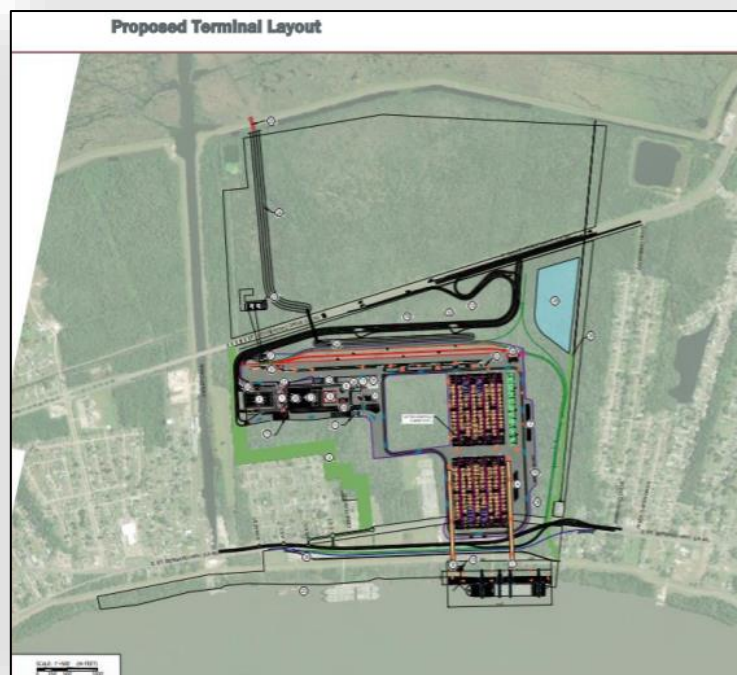
Applicant: Port of New Orleans

Project Description:

The project will construct a new container terminal on the Gulf Coast for the Port of New Orleans that is not air-draft restricted. The project will include approximately 1,700- feet of wharf, two ramps to connect the wharf to the container yard, an automated stacking crane yard, utilities, storm drainage, all necessary buildings for operations, entry and exit gates, intermodal rail yard, realignment of the Norfolk Southern rail and realignment of St Bernard Highway. This project will also receive funding from the INFRA Grant Program for a full MPDG award amount.

Project Benefits:

The project is strong in Economic Impacts, Freight Movements and Job Creation. The new terminal is a competitive international terminal alternative to air-draft restricted terminals located farther inland on the Mississippi River, as it can accommodate larger vessels. For this reason, the project has notable support from Midwestern inland ports. The project will create approximately 4,300 new jobs in the Violet community of St. Bernard Parish, an area of persistent poverty and historic disadvantage, in addition to coordinating transit connections to facilitate workforce training and the new facility. As a new terminal, it will also incorporate the most advanced and modern terminal technology and equipment and will incorporate climate resiliency in its design. The project will be delivered through a public-private partnership.



I-895 Baltimore Harbor Tunnel at Frankfurst Avenue Interchange Improvements Project

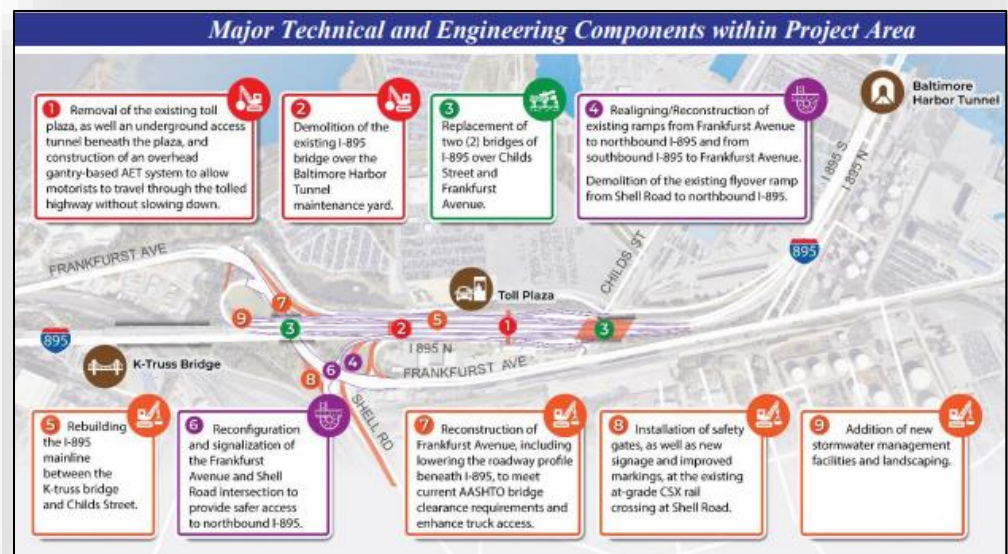
MEGA Award: \$80,000,000

Baltimore, Maryland

Applicant: Maryland Transportation Authority

Project Description:

The project will demolish the existing toll plaza and incorporate overhead gantries to facilitate automatic electronic tolling (AET) at highway speeds. The project will also replace two aging bridges, reconstruct Frankfurst Avenue, realign and reconstruct interchanges, rebuild a section of the I-895 mainline, and improve an at-grade rail crossing. The scope also includes the addition of new stormwater management facilities and landscaping.



Project Benefits:

The project is strong in Safety; State of Good Repair; Economic Impacts, Freight Movements and Job Creation; Climate Change, Resiliency, and the Environment; and Equity, Multimodal Options, and Quality of Life. The project will improve safety and reduce emissions by installing overhead gantries that will eliminate the need for traffic to stop at the toll plaza and reduce abrupt speed changes. Increasing the bridge clearance of I-895 over Frankfurst Avenue, realigning ramps that are heavily utilized by truck traffic, and adding Over-Height Detection System notification points will reduce bridge strikes and increase safety, with overall crashes expected to fall below state-wide averages. The project will eliminate recurring bottlenecks during rush hour, avoid further deterioration of bridges and interchanges (and associated costly maintenance), and reduce congestion-related pollution that harms the nearby communities of Brooklyn and Curtis Bay.

National Infrastructure Project Assistance (Mega) Program



U.S. Department
of Transportation

Sagamore Bridge Project

Mega Award: \$371,870,542

Cape Cod, Massachusetts

Applicant: Massachusetts Department of Transportation

Project Description:

The project includes the design and construction of the Sagamore Bridge and approaches, improvements to the local roadway connections, and major utility relocation. This award also includes FY 2025 and FY 2026 Mega funding.



Project Benefits:

The project is strong in Safety; State of Good Repair; Economic Impacts, Freight Movements and Job Creation; Equity, Multimodal Options, and Quality of Life; and Innovation. The project will bring the bridge into a state of good repair by restoring and modernizing the nearly 90-year-old Sagamore Bridge that is considered functionally obsolete and structurally deficient. Replacing the bridge will ensure the infrastructure meets modern structural design criteria, including the consideration of site-specific wind loads, effects due to climate change, seismic resilience, and use of redundant load paths to create a resilient structure without fracture-critical elements. In addition, the project will result in safety benefits by addressing the geometric deficiencies of the cross sections of the Bridges.

National Infrastructure Project Assistance (Mega) Program



U.S. Department
of Transportation

Rural

Mineral County I-90 Improvement Project

Mega Award: \$31,977,319

Mineral County, Montana

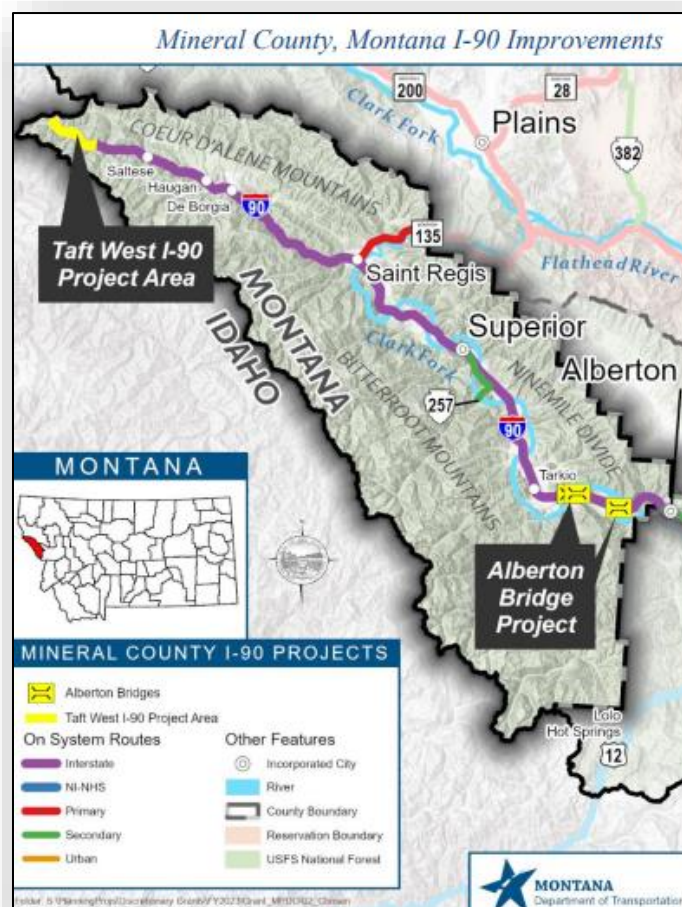
Applicant: Montana Department of Transportation

Project Description:

This project will replace and rehabilitate aging infrastructure on I-90 between the Idaho-Montana state border and the town of Alberton, Montana. The project consists of two smaller projects: Taft-West Reconstruction and Alberton Bridge Replacement. The Taft-West Project will reconstruct approximately 5.7 miles of eastbound and westbound I-90 to bring the roadway up to current Montana DOT pavement standards for harsh weather conditions, and will provide drainage, environmental, traffic, and safety improvements as well as new wildlife crossings. The Alberton Bridge Project will replace structures on westbound I-90 at Old Highway 10, Clark Fork River, and Cyr. This project will also receive funding from the INFRA Grant Program for a full MPDG award amount.

Project Benefits:

The project is strong in State of Good Repair; and Economic Impacts, Freight Movement and Job Creation. In addition to providing critical access for freight and a resilient natural disaster evacuation route between Montana and Idaho, the project will help improve access to public lands and recreation areas, including the Lookout Pass Ski Area, NorPac trail, and the Route of the Hiawatha trail. The project includes Permanent Erosion and Sediment Control (PESC) features and wildlife crossings. At both the Clark Fork River and Cyr bridge sites, fencing tied into the grade separation of the structures will be used to direct animals under the bridge spans.



Cross Bronx Expressway – Multimodal Community Connector

Mega Award: \$150,000,000

New York, New York

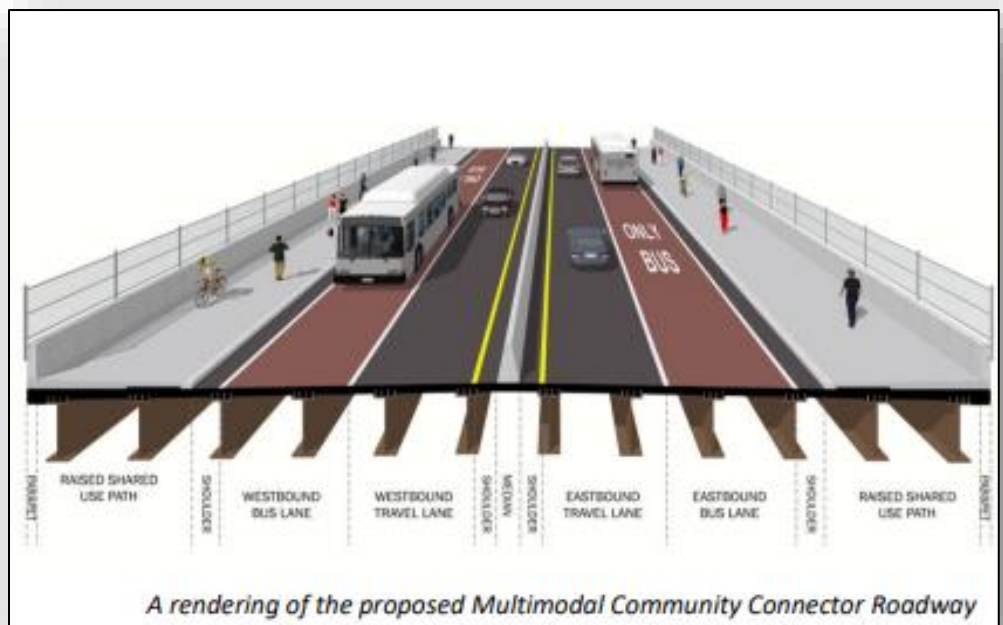
Applicant: New York State Department of Transportation

Project Description:

The project will construct a new Multimodal Community Connector Roadway (MCRR), which will include dedicated bus lanes and bicycle/pedestrian paths, providing multimodal connections between neighborhoods on both sides of the Bronx River.

Project Benefits:

The project is strong in Safety; State of Good Repair; and Equity, Multimodal Options, and Quality of Life. The project will reconnect communities between the Harlem River and Hutchinson River Parkway that were divided by the expressway when it was constructed between 1948 and 1972. The project will make a significant reduction in serious injuries and crashes by improving geometric designs, stopping and sight distances, weaving/merging lengths, and lengthening acceleration and deceleration lanes. The installation of new multiuse paths will separate the non-vehicular and vehicular traffic.



U.S. Department
of Transportation

Eastern Pittsburgh Multimodal Corridor Project

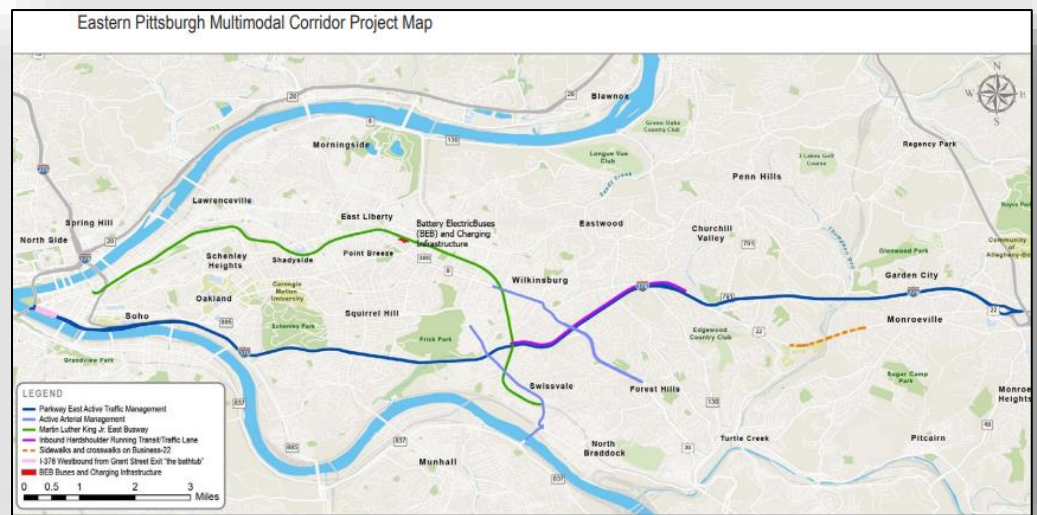
Mega Award: \$142,342,200

Pittsburgh, Pennsylvania

Applicant: Southwestern Pennsylvania Commission

Project Description:

The project will make multimodal improvements in the I-376 (Parkway East) corridor of Pittsburgh, including rehabilitation of 10 bridges, Active Traffic Management improvements from Monroeville to downtown Pittsburgh, the I-376 Floodwall Mitigation in Downtown Pittsburgh, associated improvements along South Braddock Avenue and Route 30/Lincoln Highway/Ardmore Boulevard, bus infrastructure improvements and slope protection, a hard shoulder running inbound on I-376, and approximately 5000 feet of sidewalk to fill gaps along Business 22 in the municipalities of Wilkins and Monroeville.



Project Benefits:

The project is strong in Climate Change, Resiliency, and the Environment. The project will also address State of Good Repair; Economic Impacts, Freight Movement, and Job Creation; and Equity, Multimodal Options, and Quality of Life. The Active Traffic Management components include dynamic lane use, dynamic speed limits, wrong way vehicle detection, and queue warning systems that are expected to reduce the higher-than-average crashes on the Parkway East in the project area. The project will also make resiliency improvements and reduce costly recurring maintenance through flood and landslide mitigation efforts in the "Bathtub" segment of the project area, which is prone to unplanned road closures. The multimodal project improvements are aligned with the 2021 Pennsylvania Climate Action Plan and the City of Pittsburgh Climate Action Plan.

National Infrastructure Project Assistance (Mega) Program



U.S. Department
of Transportation

Interstate Bridge Replacement Program

Mega Award: \$600,000,000

Portland, Oregon and Vancouver, Washington

**Applicant: Washington State Department of Transportation,
in partnership with the Oregon Department of Transportation**

Project Description:

The project will update Interstate 5 with a seismically resilient replacement of the I-5 bridge over the Columbia River, connecting Vancouver, Washington to Portland, Oregon. The new bridge will include transit improvements such as additional light-rail transit service, enhanced zero-emission express bus service, and the expansion of active transportation networks. This award also includes FY 2025 Mega funding

Project Benefits:

The project is strong in State of Good Repair; Economic Impacts, Freight Movement and Job Creation; Climate Change, Resiliency, and Equity; Multimodal Options, and Quality of Life; and Innovation. The project will address vulnerabilities to make the bridge more resilient and better handle future challenges including correcting structural weaknesses, seismic risks, congestion issues. The bridge is expected to have specialized lanes for heavy trucks, rail connections, and shipping. Additionally, the new bridge will offer affordable transportation options such as bus lanes, pedestrian walkways, bike lanes, and a light rail system to promote sustainable transportation.



National Infrastructure Project Assistance (Mega) Program



U.S. Department
of Transportation

I-79 Chaplin Hill Gateway

Mega Award: \$54,320,000

Monongalia County, West Virginia

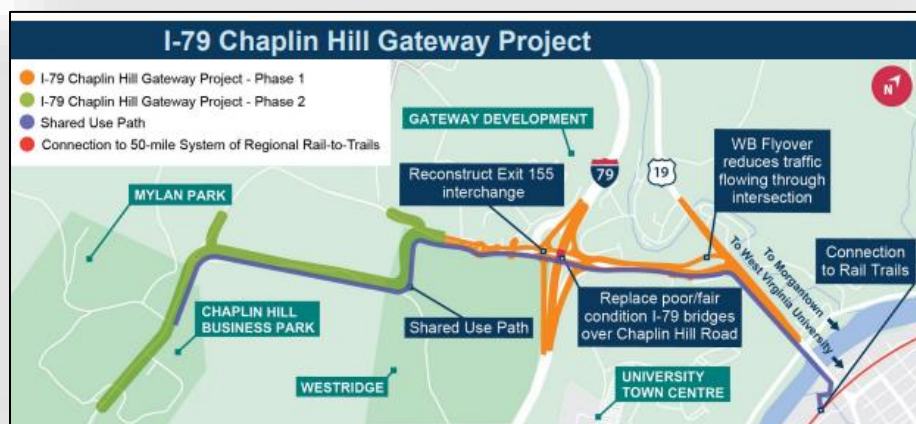
Applicant: Monongalia County Commission

Project Description:

The project has multiple components including replacing I-79 bridges over Chaplin Hill Road, reconstructing exit 155 interchange, WB I-79 flyover reconstruction, and a pedestrian and bicycle connection between the Star City bridge and the regional rail-to-trail network.

Project Benefits:

The project is strong in Safety; State of Good Repair; and Economic Impacts, Freight Movement, and Job Creation. The project will improve an area with a higher than average crash rate, addresses a freight bottleneck, improves access to a job training center for individuals with disabilities, while reconnecting communities separated by I-79 just outside of Morgantown. The project also provides a new connection to the 48-mile rail-to-trail network that serves the region.



CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

City Commission

Meeting Date: 2/12/2024

Prepared by: Jacqui May

Title of Item:

AUTHORIZE HEALTHY START COALITION CHANGE IN ARPA AWARD SCOPE (RC):

RESOLUTION No. 10-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING A CHANGE IN SCOPE OF WORK IN THE AWARD OF SUBRECIPIENT AGREEMENT TO MARTIN COUNTY HEALTHY START COALITION'S ARPA SUPPORT SUBAWARD. FOR SUPPORT OF RESPONSE TO MITIGATE THE IMPACTS OF THE COVID-19 PANDEMIC. AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EXECUTE THIS TRANSACTION; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic. The State of Florida, Division of Emergency Management has received funds to disburse from the U.S. Department of Treasury that have been earmarked for non-entitlement units of local government, which includes the City of Stuart, Florida.

The City of Stuart's ARPA Support Funds Application Review Committee allocated \$66,032.00 to Martin County Health Start Coalition for support of their Capitol Campaign. Resolution No. 87-2023 A Resolution of the City of Stuart, Florida Authorizing the Award of Subrecipient Agreements to Eligible Nonprofits including \$66,032.00 to Martin County Healthy Start Coalition, was authorized by the City Commission on October 9th, 2023. Martin County Healthy Start Coalition now seeks to utilize the funding as indicated in the attached revised scope of work.

Martin County Healthy Start Coalition, and its proposed revised projects, have met the specifications and requirements of the U.S. Treasury and City of Stuart's ARPA Nonprofit Support Application and vetting process.

Funding Source:

N/A

Recommended Action:

Approve Resolution #10-2024

ATTACHMENTS:

1. R10-2024 Authorizing Chang of Scope to Award of Subrecipient Financial Support from ARPA Funds
2. R10-2024 Att.1_R87-2023
3. R10-2024 Att.2_Healthy Start Revised ARPA Scope Request Letter and Budget
4. R10-2024 Att.3_ARPA Eligibility Summary __Diaper Program_12.26.2023
5. R10-2024 Att.4_ARPA Eligibility Summary __Community Doula Program_12.26.2023



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

RESOLUTION NUMBER 10-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING A CHANGE IN SCOPE OF WORK IN THE AWARD OF SUBRECIPIENT AGREEMENT TO MARTIN COUNTY HEALTHY START COALITION'S ARPA SUPPORT SUBAWARD. FOR SUPPORT OF RESPONSE TO MITIGATE THE IMPACTS OF THE COVID-19 PANDEMIC. AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EXECUTE THIS TRANSACTION; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic; and

WHEREAS, the State of Florida, Division of Emergency Management has received funds to disburse from the U.S. Department of Treasury that have been earmarked for non-entitlement units of local government, which includes the City of Stuart, Florida; and

WHEREAS, the City of Stuart's ARPA Support Funds Application Review Committee allocated \$66,032.00 to Martin County Health Start Coalition for support of their Capitol Campaign; and

WHEREAS, Resolution No. 87-2023 A Resolution of the City of Stuart, Florida Authorizing the Award of Subrecipient Agreements to Eligible Nonprofits including \$66,032.00 to Martin County Healthy Start Coalition, was authorized by the City Commission on October 9th, 2023; and

WHEREAS, Martin County Healthy Start Coalition now seeks to change the scope of work from what was indicated in their ARPA Support Subaward Application and utilize the funding as indicated in the attached revised scope of work; and

WHEREAS, Martin County Healthy Start Coalition and it's proposed revised projects have met the specifications and requirements of the U.S. Treasury and City of Stuart's ARPA Nonprofit Support Application and vetting process.

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

SECTION 1: The award of a subrecipient agreement for a revised scope of work for Healthy Start Coalition, ARPA Support Funds allocation at a total contract amount not to exceed \$66,032.00 is hereby approved.

SECTION 2: This resolution shall take effect on adoption.

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Resolution No.10-2024

Authorizing Change in Scope for Healthy Start Coalition ARPA Subrecipient 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:

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

YE S	NO	ABSEN T	ABSTAIN

ADOPTED this ____ day of _____, 2024.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY



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

RESOLUTION NUMBER 87-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE AWARD OF SUBRECIPIENT AGREEMENTS TO ELIGIBLE NONPROFITS. FOR SUPPORT OF RESPONSE TO MITIGATE THE IMPACTS OF THE COVID-19 PANDEMIC AT A TOTAL AMOUNT NOT TO EXCEED \$500,000; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL DOCCUMENTS NECESSARY TO EXECUTE THESE TRANSACTIONS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$500,000 FROM THE UNAPPROPRIATED BALANCE OF THE AMERICAN RESCUE PLAN ACT FUND TO PROVIDE SUPPORTING ELIGIBLE PROJECTS TO DIRECTLY BENEFIT RESIDENTS OF STUART, FLORIDA AND PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic; and

WHEREAS, the State of Florida, Division of Emergency Management has received funds to disburse from the U.S. Department of Treasury that have been earmarked for non-entitlement units of local government, which includes the City of Stuart, Florida; and

WHEREAS, Resolution No. 57-2023 A Resolution of the City of Stuart, Florida Establishing a Timeline and Procedures Regarding ARPA Funding Support for Eligible Organizations was authorized by the City Commission on July 14, 2023; and

WHEREAS, the following nonprofit organizations and projects have met the specifications and requirements of the U.S. Treasury and City of Stuart's ARPA Nonprofit Support Application and vetting process; and

WHEREAS, the City of Stuart's ARPA Application Review Committee has allocated the following funds to the projects listed below; and

WHEREAS, Funding for these agreements will be available after a supplemental appropriation in the amount of \$500,000 from the unappropriated balance of the American Rescue Plan Act Fund.

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

SECTION 1:

The award of a subrecipient agreement for Gertrude Walden Child Care Center, Fire Safety System at a total contract amount not to exceed \$109,593.00 is hereby approved.

The award of a subrecipient agreement for Healthy Start, State Appropriation Match at a total contract amount not to exceed \$66,032.00 is hereby approved.

The award of a subrecipient agreement for Little Lights Dentistry, Pediatric Dental Facility Expansion at a total contract amount not to exceed \$255,500.00 is hereby approved.

The award of a subrecipient agreement for Tent City Helpers, Insect Repellent Distribution Program at a total contract amount not to exceed \$10,000.00; Emergency Shelter Packages at a total contract amount not to exceed \$28,875.00; Transit Access Program at a total contract amount not to exceed \$30,000.00 is hereby approved.

SECTION 2: The 2023-2024 Year Budget of the Enterprise Fund of the City of Stuart, Florida, being Resolution No. 87-2023 of the City Commission of the City of Stuart, Florida, as amended, hereinafter the "Budget," is hereby further amended, as follows:

From: ARPA (Rescue Plan) Funds	\$500,000.00
To: Aids To Organizations 110-582	\$500,000.00

SECTION 3: This resolution shall take effect on adoption.

Commissioner CLARKE offered the foregoing resolution and moved its adoption.

The motion was seconded by Commissioner COLLINS 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
Y			
Y			
Y			
Y			
Y			

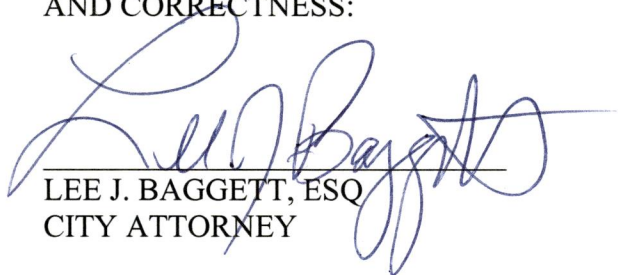
ADOPTED this 9th day of October, 2023.

ATTEST:


MARY R. KINDEL 10/17/2023
CITY CLERK


TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


LEE J. BAGGETT, ESQ
CITY ATTORNEY



City of Stuart ARPA Support Application Review Committee Overview - 9/20/2023

The City of Stuart was allocated one-time funds from The American Rescue Plan Act (ARPA) through the State of Florida to mitigate the impact of the COVID-19 pandemic. The City is investing a portion of these funds in projects and programs led by local nonprofit organizations to directly benefit Stuart, Florida residents impacted by the pandemic. All funds are subject to U.S. Treasury guidelines and reporting requirements.

The City currently has \$500,000 to distribute to eligible nonprofits for qualifying projects.

You have been selected at random to serve as part of the City Commission authorized five (5) member staff review committee to be convened by the City Manager to review, score, rank, and make recommendations regarding the project applications. The Committee will be facilitated by the Grants Administrator and the Interim City Attorney, however, they will have no vote/scoring input.

The City has received applications from several local nonprofit organizations for ARPA support funds. The City Commission recently adopted an ARPA Funding Application Review Procedure (Resolution 57-2023 - July 14, 2023).

The City Grants Administrator and City Attorney have verified all of the organizations who have submitted applications meet the eligibility requirements and that all projects presented to you for consideration, align with requirements of the U.S. Treasury.

The Scoring Committee will be provided with project overviews, scoring worksheets, and instructions. Worksheet data is taken directly from information submitted on applications. Information regarding similar/identical services in the Martin County area is obtained from Martin County Human Services Department. Committee members are encouraged to ask questions and request any additional information from the Grants Administrator they feel they need score projects. Note: The group requested/received all full applications with redacted organizational information.

Staff Review Committee Responsibilities:

- Members are expected to dedicate the time necessary to adequately complete the tasks/functions of this Committee as detailed below and their director is expected to support this.
- Members will demonstrate a commitment to community service, confidentiality as appropriate, and recognition of the needs of the citizens of the City.
- Members will maintain fairness and objectivity.
- Members will be open to instructions including how to evaluate and analyze applications or funding requests and will direct questions about the process to the Grants Administrator.
- Members will not be compensated by an agency competing for, or in competition with an agency applying for Social Action Funding. If such conflict exists, this must be stated during the scoring and funding deliberation process. All members completed a Conflict of Interest questionnaire/no conflicts identified.

Primary actions/activities will include:

- Reviewing and rating ARPA Support Fund applications (these will be distributed to the committee at our initial meeting on Thursday, September 21, 2023);
- Spending up-to three (3) hours of work time reviewing and making personal notes regarding applications forwarded by the City Attorney/Grants Administrator;
- Participating in the follow-up meeting on Thursday, September 28, 2023.

Staff Review Committee Time Commitment/Schedule:

- Committee Meeting 1: Thursday, September 21, 2023 – 2:00 p.m. – 3:00 p.m.
- Individual review of applications outside of meetings, estimated 3 hours during the week September 21 – 28
- Committee Meeting 2: Thursday, September 28, 2023 – 10:30 a.m. – 12:30 p.m.

City of Stuart ARPA Support Request Application Scoring Worksheet

Project ID:

Project Name:

Project Description:

Amount of Request for this project:

Amount You Suggest Awarding: _____

Can be changed during discussion!

Project Eligibility / Vetting	No	Yes
Completed application package submitted by deadline		X
Program helps mitigate impacts of COVID-19 (health disparities, educational disparities, housing support)		X
Project aligns with U.S. Treasury and related federal guidelines		X
At least 51% of intended beneficiaries meet income limits/federal poverty level:		X
Capacity to deliver program for at least 2 years		X
<i>No on any of the above disqualifies application from funding consideration</i>		

Community Benefit Scoring Criteria	Max Points	Awarded
Are other area orgs. Providing the same/similar service?	20	
If City funds partially or not at all can project still happen:	20	
How long will requested funding provide support for:	20	
Estimated # of Stuart area residents project will serve in 2 years:	20	
% of requested project funds direct for program:	20	
Total Points	100	
Description Summary - Extracted from Full Application		

City of Stuart ARPA Support Scoring Committee Worksheet

Score	Project	Amt Requested	Amt Allocated
285	9 - Pediatric Dental Svcs	\$ 255,500.00	\$255,500.00
265	10 -Insect Repellent	\$ 16,500.00	\$10,000.00
265	12 -Emerg. Shelter Pkgs	\$ 28,875.00	\$28,875.00
260	11- Transit Access	\$ 30,000.00	\$30,000.00
240	7 - Fire Safety System	\$ 109,593.00	\$109,593.00
210	1- Capital- Workforce Lab	\$ 500,000.00	\$0.00
170	4 -Temp Housing Rental	\$ 644,290.00	\$0.00
170	8 - Capital - Matching	\$ 500,000.00	\$66,032.00
132	2 -Shelter Diversion	\$ 200,932.00	\$0.00
113	6 - Mentor Program	\$ 31,730.00	\$0.00
110	3 - Temp Housing @cong.	\$ 100,932.00	\$0.00
100	5 -Tuition Program	\$ 74,917.00	\$0.00
	TOTAL	\$ 2,493,269.00	\$500,000.00



963 SE Federal Highway, Stuart, FL 34994
772-463-2888 | 772-463-2141 | Fax: 772-463-2165
www.mchealthystart.org

January 22, 2024

Re: ARPA Funding – City of Stuart
Martin County Healthy Start Coalition

Dear City of Stuart Commissioners:

We sincerely appreciate your flexibility in changing the scope of work for the \$66,032.00 ARPA funding awarded to Martin County Healthy Start Coalition. I request that \$54,269.95 be allocated to our doula program and \$11,762.05 to our diaper bank.

Doula Program

Description:

New in 2022, our doula program is a unique way to provide support to pregnant women with cultural differences, language difficulties, low income, or other high-risk factors. Doulas offer a mother physical, emotional, and educational support before, during, and shortly after childbirth. They build cultural connections that result in enhanced care and better outcomes.

In its first year, we trained 34 community members from at-risk communities in Martin County to be doulas (3 from the City of Stuart) and have helped over 155 women through pregnancy and childbirth. Forty-three of the women served reside in the City of Stuart. Out of these clients served, 93% of babies were born at a healthy weight, and 87% of our new mothers chose to initiate breastfeeding shortly after birth.

Clients Served and Timeline:

The request for the doula program would allow our doulas to serve 50 clients from the City of Stuart before the end of December 2024, with an estimated five clients served each month between March and December.

Budget Narrative:

The allocation to the doula program would cover 5% (\$2,625) of the doula program manager's salary & fringe and the doula contractors' cost per client (\$950-\$1,200 depending on doula professional qualifications) for approximately 50 clients. *Twelve independent doula contractors are trained to deliver doula services according to our doula program's delivery model.*

Thanks to our local funding partners and our generous private donors.





963 SE Federal Highway, Stuart, FL 34994
772-463-2888 | 772-463-2141 | Fax: 772-463-2165
www.mchealthystart.org

Diaper Pantry

Description:

Since 2013, the Diaper Pantry has served as our clients' gateway to our Betty Moore Prenatal Outreach Center, which was moved from Port Salerno to the City of Stuart in 2019. It helps maintain communication and ensures the families are connected to the necessary resources. In the program year 2022-2023, 840 families received 175,237 diapers from our pantry, and 11% were City of Stuart residents. Diapers can be a significant expense for families. Without an adequate supply of diapers, parents may resort to extended use of soiled diapers, which can lead to diaper rash, skin infections, and other health issues. Our diaper pantry ensures that babies are kept clean and dry, promoting better hygiene and reducing the risk of health problems.

Clients Served and Timeline:

The request for the diaper pantry would allow us to purchase 45,000 diapers and 110 packages of wipes from the National Diaper Bank in May 2024, which would be distributed to approximately 110 low-income families in the City of Stuart through December 2024.

Budget Narrative:

The allocation to the diaper pantry would include \$4,262.05 of personnel costs, which would cover 5% of the salary and frigate for the community engagement manager (\$2,951.65) and client services specialist (\$1,310.40). It would also cover \$7,500 for 45,000 wipes and 110 packages of wipes purchased from the National Diaper Bank.

Thank you for being so supportive. Please let me know if you have any questions.

Sincerely,

Samantha Suffich, MS, MCHES
Chief Executive Officer
Martin County Healthy Start Coalition

Attachment 1: Proposed Budget

Thanks to our local funding partners and our generous private donors.



Martin County Healthy Start Coalition, Inc. ARPA Funding Budget Jan - Dec 2024

Grant Income			
	ARPA Funding	\$	66,032.00
	Total Income	\$	66,032.00
Expenses			
	Salares & Fringe	Doula Program	Diaper Pantry
	Jill Taylor		\$ 2,951.65
	Margo Keane	\$ 2,625.00	
	Sellian Cruz		\$ 1,310.40
	Total Salares & Fringe	\$ 2,625.00	\$ 4,262.05
	Other Expenses		
	Doula Contractors	\$ 51,644.95	
	Diapers & Wipes		\$ 7,500.00
	Total Other Expenses	\$ 51,644.95	\$ 7,500.00
	Total Expenses	\$ 54,269.95	\$ 11,762.05
	Grand Total	\$ 66,032.00	

ARPA SLFRF Eligibility Summary

Project: Free Diaper Bank Program

Submitted via: City Manager's Office

Initial ARPA Rule Review Date: 12/26/2023

What this Project Proposes: According to the National Diaper Bank, half of U.S. families cannot afford enough diapers to keep their babies clean, dry, and healthy, and 3 in 5 parents find themselves missing work because they cannot afford the diapers required to leave their babies in childcare. Locally, we have partnerships with Gertrude Walden Childcare Center and Dunbar Childcare Center to alleviate this economic burden on families along with our four other diaper distribution sites. As a basic need, we know that without clean diapers, babies are exposed to potential health risks and toxic stress, and mothers are at risk for increased maternal depression. [Here](#) is more information from the National Diaper Bank that is specific to Florida. We are confident purchasing diapers with this funding would significantly impact the health and well-being City of Stuart's moms and babies

Amount Requested: \$66,000.

[SLFRF-Final-Rule-Overview.pdf \(treasury.gov\)](#) –

The Coronavirus State and Local Fiscal Recovery Funds provide resources for governments to meet the public health and economic needs of those impacted by the pandemic in their communities, as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionately impacted communities, resulting in more severe pandemic impacts. The eligible use category to respond to public health and negative economic impacts is organized around the types of assistance a recipient may provide and includes several sub-categories: • public health, • assistance to households, • assistance to small businesses, • assistance to nonprofits,

The final rule identifies enumerated types of capital expenditures that Treasury has identified as responding to the pandemic's impacts; these are listed in the applicable subcategory of eligible uses (e.g., public health, assistance to households, etc.). Recipients may also identify other responsive capital expenditures. (Overview P. 30)

ARPA Final Rule s -Code of Federal Regulations (CFR) Title 31 – Subtitle A – Part 35 – Updated January 27, 2022:

Assistance to Households/Families: As the economy recovers, the effects of the pandemic-related recession may continue to impact households, including a risk of longer-term effects on earnings and economic potential. (P 4358)

...adequate [healthcare] coverage and affordability remains an issue for many. In 2020, 21 percent of working-age adults were inadequately insured, meaning even if they had insurance, they incurred a significant amount of out-of-pocket costs. Additionally, 37 percent of adults reported struggling with medical bills or medical debt and 71 percent of adults who did not purchase insurance cited affordability as the main factor (P. 4368)

A recipient may use funds to respond to the public health emergency or its negative economic impacts on a beneficiary or class of beneficiaries for one or more of the following purposes: (i) Responding to the public health impacts of the public health emergency for purposes including: (A) Assistance to households and individuals, including: (9) Facilities and equipment related to the provision of services to households provided in subparagraphs (b)(3)(ii)(A)(1)–(8); (P. 4449)

Due Diligence: Increase in service need is demonstrated. Data sources are cited. Proposed project relates to public health / disproportionately impacted community members.

Summary: Public Health is an enumerated eligible use of ARPA funds.

End Summary

For additional information see [eCFR :: 31 CFR Part 19 -- Pandemic Relief Programs](#)

ARPA SLFRF Eligibility Summary

Project: Free Community Doula Program

Submitted via: City Manager's Office

Initial ARPA Rule Review Date: 12/26/2023

What this Project Proposes: to support pregnant women with cultural differences, language difficulties, low income, or other high-risk factors. Doulas offer a mother physical, emotional, and educational support before, during, and shortly after childbirth. They build cultural connections that result in enhanced care and better outcomes. In its first year, we trained 34 community members from at-risk communities in Martin County to be doulas and have helped over 100 women through pregnancy and childbirth. Of our client's babies, 93% were born at a healthy weight and 87% of our new mothers chose to initiate breastfeeding shortly after birth. At the end of December 2023, this program is operating at a deficit due to funding shortages at Cleveland Clinic Martin North and a delayed contract executed with Florida Medicaid. Supporting one family in the doula program costs between \$1000-\$1200 each. After serving 15 on-call clients for Cleveland Clinic Martin North Hospital, we will discontinue this service in January without a committed funding stream

Amount Requested: \$66,000.

[SLFRF-Final-Rule-Overview.pdf \(treasury.gov\)](#) –

The Coronavirus State and Local Fiscal Recovery Funds provide resources for governments to meet the public health and economic needs of those impacted by the pandemic in their communities, as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionately impacted communities, resulting in more severe pandemic impacts. The eligible use category to respond to public health and negative economic impacts is organized around the types of assistance a recipient may provide and includes several sub-categories: • public health, • assistance to households, • assistance to small businesses, • assistance to nonprofits,

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...adequate [healthcare] coverage and affordability remains an issue for many. In 2020, 21 percent of working-age adults were inadequately insured, meaning even if they had insurance, they incurred a significant amount of out-of-pocket costs. Additionally, 37 percent of adults reported struggling with medical bills or medical debt and 71 percent of adults who did not purchase insurance cited affordability as the main factor (P. 4368)

A recipient may use funds to respond to the public health emergency or its negative economic impacts on a beneficiary or class of beneficiaries for one or more of the following purposes: (i) Responding to the public health impacts of the public health emergency for purposes including: (A) Assistance to households and individuals, including: (9) Facilities and equipment related to the provision of services to households provided in subparagraphs (b)(3)(ii)(A)(1)–(8); (P. 4449)

Due Diligence: Increase in service need is demonstrated. Data sources are cited. Proposed project relates to public health / disproportionately impacted community members.

Summary: Public Health is an enumerated eligible use of ARPA funds.

End Summary

For additional information see [eCFR :: 31 CFR Part 19 -- Pandemic Relief Programs](#)

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

Meeting Date: 2/12/2024

Prepared by: Michael Mortell

Title of Item:

AUTHORITY TO CANCEL SOVEREIGNTY SUBMERGED LANDS LEASE BOT#430340696
(NORTHPOINT PROPERTY) (RC):

RESOLUTION No. 15-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND EXECUTIVE DIRECTOR OF THE COMMUNITY REDEVELOPMENT AGENCY TO EXECUTE A CANCELLATION OF SOVEREIGNTY SUBMERGED LANDS LEASE WITH THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

As the landowner for the property which was the subject of the SDG/Northpoint Lease, the City was required to sign as the co-applicant for a Sovereign Submerged Lands Lease, BOT No.:43034696, between the Board of Trustees of the Internal Improvement Fund of the State of Florida, the City of Stuart, and SDG Group, LLC. SDG Group withdrew from the project and the City notified the Florida Department of Environmental Protection that the Lease was no longer necessary. The FDEP has notified the City that a Resolution from the City Commission stating its desire to cancel the Lease is necessary to complete the termination of same.

Funding Source:

N/A

Recommended Action:

Approve Resolution No. 15-2024, authorizing the Mayor and Community Redevelopment Agency Executive Director to execute any additional documents necessary to complete the cancellation of the submerged lands lease with the State of Florida.

ATTACHMENTS:

1. R15-2024 2019.11.13 Email from City to FDEP
2. R15-2024 2024.01.16 Ltr from FDEP re Cancellation
3. R15-2024 Auth. to Execute Cancellation of Submerged Lands Lease (Northpoint Property)
4. R15-2024 Cancellation of Submerged Lands Lease (Northpoint)

Browning, Judy

From: Mortell, Michael <mmortell@ci.stuart.fl.us>
Sent: Wednesday, November 13, 2019 2:47 PM
To: Richard.Ohnmacht@FloridaDEP.gov.
Cc: Browning, Judy
Subject: Submerged Land Lease Cancellations #430342086 and 430340696 (Northpoint Property)
Attachments: CITY 14 SLIP BOT LEASE Nov 2007.pdf; Submerged Land Lease 430342086 Actual Lease.pdf

Dear Mr. Ohnmacht:

Please treat this email as the City of Stuart's formal request to terminate the attached submerged land leases. If you need a more formal letter, please let me know and I will be happy to provide same.

#430342086 Roosevelt Bridge Restaurant

#430340696 The City of Stuart 14 Slip Docking Staging Area

Sincerely,

Michael Mortell
City Attorney
Stuart, Florida
72-288-5386



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

SDG Group Submerged Land Lease
RES 15-2024
Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

January 16, 2024

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

RE: Cancellation instrument
BOT 430340696

To whom it may concern:

Attached is a submerged lands cancellation instrument for BIT No. 430340696 which requires acceptance by notarized signature of Kelli Glass Leighton as Mayor. (two witnesses required) Pursuant to Chapter 695, Florida Statutes, the names of the persons executing the instrument, the two witnesses, and the notary public must be legibly printed or typewritten directly below that person's signature.

Please execute and return the attached instrument within 30 days after receipt of this letter so we may obtain the rest of the signatures required. Please mail the original signed instrument to the address listed below.

Department of Environmental Protection
3900 Commonwealth Boulevard, M.S. 125
Tallahassee, Florida 32399

A fully executed instrument will be proved to you at that time we have acquired all signatures..

Your cooperation and assistance are appreciated. If you have any questions regarding this matter, please feel free to contact me at (850)245-2754 or Sue.Jones@FloridaDEP.gov

Thank you.

Sue Jones

Sue Jones
Bureau of Public Lands Administration
Division of State Lands
State of Florida Department of Environmental Protection

/SJ



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

RESOLUTION NUMBER 15-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND EXECUTIVE DIRECTOR OF THE COMMUNITY REDEVELOPMENT AGENCY TO EXECUTE A CANCELLATION OF SOVEREIGNTY SUBMERGED LANDS LEASE WITH THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission of the City of Stuart, Florida authorized the execution of a twenty-five (25) year Sovereignty Submerged Lands Lease, BOT No.:43034696, for a 14-slip docking staging area located at Northpoint Marina between the Board of Trustees of the Internal Improvement Fund of the State of Florida, the City of Stuart, and SDG Group, LLC, a Florida limited liability company along with the City's Companion Community Redevelopment Agency ("CRA") Resolution 8-07 on November 26, 2007; and

WHEREAS, the Sovereignty Submerged Lands Lease commenced on or about May 1, 2007 for a period of twenty-five (25) years; and

WHEREAS, after the SDG Group withdrew from the project, the City notified the Florida Department of Environmental Protection that it was cancelling the Sovereignty Submerged Lands Lease on November 13, 2019; and

WHEREAS, the FDEP has notified the City that it needs a Resolution from the City Commission stating its desire to cancel the Lease with the Board of Trustees of the Internal Improvement Fund of the State of Florida.

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

SECTION 1: The City Commission agrees that it is in the best interest of the City of Stuart to cancel the Sovereignty Submerged Lands Lease which is no longer needed for the property.

SECTION 2: Further, the Mayor and Executive Director of the CRA are hereby authorized to execute the Cancellation of Sovereign Submerged Lands Lease, BOT No.: 43034696 with the Board of Trustees of the Internal Improvement Fund of the State of Florida.

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:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of February, 2024.

Resolution No. 15-2024

Auth. to Cancel Sovereignty Submerged Lands Lease BOT #: 430340696 (Northpoint Property)

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

This Instrument Prepared By:
Sue Jones
Action No. 41789
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

CANCELLATION OF SOVEREIGNTY SUBMERGED LANDS LEASE

BOT FILE NO. 430340696

THIS CANCELLATION AGREEMENT entered into on _____, 20____, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, as the Lessor and The City of Stuart, Florida, The City of Stuart, Redevelopment Agency (CRA), and SDG Group, LLC, a dissolved Florida limited liability company as the Lessee is effective _____.

WHEREAS, on May 1, 2007, the Lessee leased from the Lessor the sovereignty submerged lands ("Leased Premises") more particularly described in Sovereignty Submerged Lands Lease No. 430340696 ("Lease"); and

WHEREAS, the parties to the Lease desire to mutually cancel and terminate the Lease.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated into this Cancellation Agreement.
2. The Lease is hereby canceled, terminated, and of no further force and effect and any future use of sovereignty, submerged lands will require written approval of the Lessor.
3. In consideration of the cancellation and termination set forth above in this Cancellation Agreement, the Lessee surrenders all right, title and interest in and to the Leased The Lessee shall be relieved from further duties and obligations under the Lease immediately on execution of this Cancellation Agreement.
4. This Cancellation Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
5. The Lessee, at its own expense, shall record this fully executed Cancellation Agreement in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded Cancellation Agreement in its entirety which contains the Official Records Book and Pages at which Cancellation Agreement is recorded.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE OF
FLORIDA

(SEAL)

BY: _____

Callie DeHaven, Director, Division of State Lands State
of Florida Department of Environmental Protection, as
agent for and on behalf of the Board of Trustees of the
Internal Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____
20____, by Callie DeHaven, Director, Division of State Lands, State of Florida Department of Environmental Protection, as
agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is
personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Toni Sturtevant 1/11/2023
DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

The City of Stuart, Florida (SEAL)

Signature: _____

BY: _____

Printed Name: _____

Original Signature of Executing Authority

Address: _____

REBECCA S. BRUNER

Typed/Printed Name of Executing Authority

Mayor

Title of Executing Authority

Signature: _____

Printed Name: _____

“LESSEE”

Address: _____

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of February, 2024, by Rebecca S. Bruner, as Mayor, for and on behalf of The City of Stuart, Florida. She is personally known to me or who has produced _____, as identification.

My Commission Expires:

Signature of Notary Public

Notary Public, State of Florida

Commission/Serial No. _____

Printed, Typed or Stamped

WITNESSES:

Signature: _____

Printed Name: _____

Address: _____

Signature: _____

Printed Name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of February, 2024, by Pinal Gandhi-Savdas, as Executive Director, for and on behalf of The City of Stuart, Redevelopment Agency (CRA). She is personally known to me or who has produced _____, as identification.

My Commission Expires:

Commission/Serial No. _____

The City of Stuart, Redevelopment Agency (CRA) (SEAL)

BY: _____
Original Signature of Executing Authority

PINAL GANDHI-SAVDAS
Typed/Printed Name of Executing Authority

Executive Director
Title of Executing Authority

“LESSEE”

Signature of Notary Public

Notary Public, State of Florida

Printed, Typed or Stamped

WITNESSES:

SDG Group, LLC, a dissolved Florida limited liability
company (SEAL)

Signature: _____

Printed Name: _____

Address: _____

Signature: _____

Printed Name: _____

Address: _____

BY: _____

Original Signature of Executing Authority

Mark Apreside Vicini

Typed/Printed Name of Executing Authority

Manager

Title of Executing Authority

“LESSEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization this .
_____ day of _____, 20____, by Mark Apreside Vicini, who is/was the Manager of SDG Group, LLC, a
dissolved Florida limited liability company, on behalf of the limited liability company. He is personally known to me or has
produced _____, as identification.

My Commission Expires:

Signature of Notary Public

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

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

Meeting Date: 2/12/2024

Prepared by:

Title of Item:

AWARD OF ITB#2024-102: CITY OF STUART PAVEMENT MAINTENANCE ZONE-1 MILL/OVERLAY AND POINT REPAIRS PROJECT (RC):

RESOLUTION No. 16-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF ITB #2024-102, CITY OF STUART PAVEMENT MAINTENANCE ZONE-1 MILL/OVERLAY AND POINT REPAIRS PROJECT TO THE LOWEST, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$380,099.95 TO M&M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING OF DELRAY BEACH, FLORIDA AUTHORIZING THE CITY TO EXECUTE A FINAL AGREEMENT SUBSEQUENT TO REVIEW AND APPROVAL BY CITY ATTORNEY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This solicitation was advertised in the Palm Beach Post on November 27, 2023, and release simultaneously on OpenGov Procurement and DemandStar, who collectively notified one thousand seven hundred and seventy-five (1,775) potential bidders. There were thirty-six (36) plan holders, and issued three (3) bid packages for this project. Seven (7) bids were received on the bid opening date and time of 2:30 pm. December 21, 2023.

The Utilities and Engineering Department has reviewed references and recommended awarding to the lowest responsive, responsible bidder, for the total of \$380,099.95.

Funding Source:

001-53546-230

Recommended Action:

Adopt Resolution No. 16-2024

ATTACHMENTS:

1. R16-2024, ITB# 2024-102, City of Stuart Pavement Maintenance Point Repairs
2. R16-2024 Contract



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

RESOLUTION 16-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF ITB #2024-102, CITY OF STUART PAVEMENT MAINTENANCE ZONE-1 MILL/OVERLAY AND POINT REPAIRS PROJECT TO THE LOWEST, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$380,099.95 TO M&M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING OF DELRAY BEACH, FLORIDA AUTHORIZING THE CITY TO EXECUTE A FINAL AGREEMENT SUBSEQUENT TO REVIEW AND APPROVAL BY CITY ATTORNEY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City entered into the competitive Invitation to Bid process in order to solicit a qualified general contractors to submit bids for construction of the City of Stuart Pavement Maintenance Zone-1 Mill/Overlay and Point Repairs Project, and seeks to award a bid to the lowest responsible bidder.

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

SECTION 1: The City Commission of the City of Stuart hereby approves the award of ITB #2024-102: City of Stuart Pavement Maintenance Zone-1 Mill/Overlay and Point Repairs Project to M&M Asphalt Maintenance, Inc. d/b/a All County Paving with authorization to execute final contract subsequent to review and approval by the City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 16-2024

Approve Award of ITB #2024-102: City of Stuart Pavement Maintenance Zone-1
Mill/Overlay and Point Repairs Project

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

REBECCA S. BRUNER, MAYOR
CAMPBELL RICH, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CRISTOPHER COLLINS, COMMISSIONER
TROY MCDONALD, COMMISSIONER
REBECCA S. BRUNER, MAYOR

YES	NO	ABSENT	ABSTAIN

ADOPTED this 12th day of February 2024.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY



"CONTRACT"

CONTRACTOR: M&M Asphalt Maintenance, Inc. d/b/a All County Paving
1180 SW 10th Street
Delray Beach, Florida 33444

PROJECT: ITB 2024-102: City of Stuart Pavement Maintenance Zone-1 Mill/Overlay and Point Repairs Project

THIS UNIT PRICE CONTRACT, hereinafter "Contract," made and entered into this ____ day of _____, 2024 by and between **M&M Asphalt Maintenance, Inc. d/b/a All County Paving** (hereinafter referred to as Contractor) and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994 (hereinafter referred to as City), for and in consideration of the following terms, conditions and covenants.

RECITALS

WHEREAS, Contractor is a licensed corporation doing business in Florida which provides roadway paving services; and

WHEREAS, City desires to hire Contractor to provide said services under the Pavement Maintenance Zone-1 Mill/Overlay and Point Repairs Project for the City; and

WHEREAS, Contractor is willing and able to provide said services under the Pavement Maintenance Zone-1 Mill/Overlay and Point Repairs Project for the City on the terms and conditions set forth herein; and

WHEREAS, City desires to enter into this Contract with Contractor to perform the services specified herein and, in an amount agreed to below.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part hereof for reference.

7. SCOPE OF SERVICES

The Contractor shall provide all labor, equipment, and materials necessary to provide asphalt milling, asphalt overlaying, and required striping of NW Wright Blvd. (from NW Dixie Hwy to NW Federal Hwy.), NW Fork Rd. (from NW North River Dr. to NW Federal Hwy.), SW Ocean Blvd. (from SW Dixie Hwy. to SW Federal Hwy.) as well as constructing point repairs within the Zone-1. The specific services to be performed by the Contractor are described in Part 5 of original ITB# 2024-103 which is attached hereto as Exhibit "B" and incorporated herein by reference.

II. CONTRACT PROVISIONS

Section 1. Period of Services

Time of Performance

Upon award of this Contract by Resolution of the Stuart Commission or Upon Emergency approval by City Manager, the effective date of this Contract shall be date of execution of this Contract by both City and Contractor. The Contractor shall begin work within ten (10) calendar days after delivery of written Notice to Proceed, hereinafter "NTP", issued by Project Manager for the City to the Project Manager for the Contractor. All performance of the Contract work shall be completed within **sixty (60) calendar days** of the date of issuance of the NTP. Commencement of the Contract Work by the Contractor prior to the NTP shall be deemed a waiver of the issuance of the NTP and shall constitute the "Date of Commencement" for purposes of the completion deadline.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

City will compensate Contractor for these Services in accordance with revised pricing schedule formalized in "Price Proposal Form" submitted by Utilities & Engineering which is attached hereto as Exhibit "A". This Contract is **not to exceed \$380,099.95**.

2.2 Payment

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

Section 3. Guarantee

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any damage caused during the work agreed to under this Contract. The Contractor further guarantees the successful performance of the work for the service intended. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the Contract price shall be made therefore, or in the alternative, the City may sue for damages, or both.

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor agrees that any payment(s) made under this Contract shall be subject to reduction for

amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract. Upon notice from the City, the Contractor shall refund by check payable within thirty (30) days to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

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

5.2 Responsibility for Work

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

5.3 Contractor's Records

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

Section 6. Termination, Delays and Liquidated Damages

6.1 Termination for Convenience

Either party upon a thirty (30) days written notice to the other party may terminate this Contract. In the event of termination for convenience, Contractor shall be paid for all services rendered to the date of termination, including all authorized reimbursable expenses. Upon delivery of said notice, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party contracts.

6.2 Termination for Cause

If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed on account of Contractor's insolvency, or if Contractor should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the Contractor thirty (30) days written notice, and without prejudice to any other right or remedy, terminate this Contract. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and its sureties shall be liable to the City for any additional cost incurred by the City in its completion of the work.

6.3 Liquidated Damages

If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by delay) the Contractor shall to the City one hundred (\$100.00) for each and every day for the first thirty (30) days and five hundred dollars (\$500.00) for each and every calendar day thereafter, which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages until the work under this Contract is completed. The Contractor and its sureties shall be jointly and severally liable to the City for any liquidated damages.

6.4 Excusable Delays

The right of the Contractor to proceed shall not be terminated nor shall the contractor be charged with liquidated damages for any delays in the completion of the work or delivery of the materials due to: (1) any acts of the federal government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency; (2) any adverse acts of the City; (3) causes not reasonably foreseeable by the parties at the time of execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, fires, floods, tornadoes, hurricanes, and other extreme weather conditions; and (4) any delay of any Subcontractor due to any of the above-mentioned causes. However, the Contractor must promptly notify the City in writing within two days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and terms of this Contract, the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

Section 7. Notice

7.1 Whenever either party desires to give notice to the other, such notice must be in writing in at least one for the following methods: (a) Overnight courier, such as FedEx or UPS, with a request for receipt acknowledgment; or (b) Email addresses listed here within this section, and any subsequent email address provided by either party for purposes of notice under this Contract.

7.2 Project Manager

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

Milton Leggett, Public Works Director
121 Sw Flagler Avenue
Stuart, FL 34994
(772) 260-1271 Email: mleggett@ci.stuart.fl.us

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

Rudy Polselli (Name)
1180 SW 10th Street
561- 373-2995 (Address)
rpolselli@allcountypaving.com (phone & email)

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

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

8.2 Assignment of Interest in Contract

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

8.3 Other Entity Use

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

8.4 Inspection

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

8.5 Rights and Benefits

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

Section 9. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract.

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

Section 10. Insurance.

10.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in 1.8 of the Invitation to Bid which is attached hereto as Exhibit "B." Such certificate must contain a provision for notification to the City thirty (30) days in advance of any material change or cancellation. The City, by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City

reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement. All third-party contractors, including any independent contractors and subcontractors utilized by Contract in providing services required herein, must comply with the insurance requirements. The Contractor shall be responsible for ensuring that all independent contractors and/or subcontractors comply with the same insurance requirements referenced above. The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates, bond, and other documentation may be cause for the annulment of the award.

10.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

10.3 Payment and Performance Bonds

The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Florida Statutes § 255.05 in the amount of 100% of the Contract price. A fully, authorized by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City. Should the Surety become irresponsible during the time the Contract is in force, the City may require additional sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

Section 11. Professional Standards

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

Section 12. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available. The Contractor acknowledges that the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Commission. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

Section 13. General Conditions

13.1 Venue in Martin County

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

13.2 Laws of Florida

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

13.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the City in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

13.4 Mediation as Condition Precedent to Litigation

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

13.5 Contract Amendment

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

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

13.6 Contractual Authority

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

13.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under Florida Statutes § 768.28.

13.8 Severability

The parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any government or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy,

rule, regulation or decision, the provision, section, sentence, word, clause or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause or combination thereof as may be valid and consistent with the intent of the parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

13.9 Entire Contract

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

Section 14. Public Records

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

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

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

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

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

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

Section 15. Exhibits

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

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

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

Exhibit "C"- "Certificate of Insurance"

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

CITY OF STUART, FLORIDA

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MORTELL
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

CONTRACTOR

(Signature)

Kenneth Goldburg
Printed Name

President
Title

PROPOSAL CHECKLIST FORM

All proposals shall be submitted in the format identified. Failure to submit the required documentation in the format identified may cause the proposal to be rejected. This form is to be submitted with proposal package.

- | | |
|--|---|
| 1. Letter of Transmittal | Yes ☒ No ☐ |
| 2. Certifications | Yes ☒ No ☐ |
| 3. Safety Standards Certification | Yes ☒ No ☐ |
| 4. References Form | Yes ☒ No ☐ |
| 5. Schedule of Subcontractors Participation | Yes ☒ No ☐ |
| 6. Sworn Statement Pursuant | Yes ☒ No ☐ |
| 7. Drug-Free Workplace Certificate | Yes ☒ No ☐ |
| 8. Public Entity Crimes | Yes ☒ No ☐ |
| 9. Suspended Vendor List | Yes ☒ No ☐ |
| 10. Scrutinized List of Prohibited Companies | Yes ☒ No ☐ |
| 11. Additional Data is submitted (Optional) | Yes ☒ No ☐ |
| 12. Proof that Firm name is registered with State of Florida | Yes ☒ No ☐ |
| 13. Acknowledgment of addendum & submission with ITB | Yes ☒ No ☐ |
| 14. Submit a copy of all Licenses, Certificates, Registrations, Permits etc. | Yes ☒ No ☐ |
| 15. Submit 10% bond guarantee, if total exceeds \$50,000 | Yes ☒ No ☐ |
| 16. Submit any data in reference to Contract Performance | Yes ☒ No ☐ |
| 17. Evidence of Insurance | Yes ☒ No ☐ |

COMPANY NAME: M&M ASPHALT MAINTENANCE INC.,
D/B/A ALL COUNTY PAVING

PRICE TABLES

ZONE-1 MILL/OVERLAY AND POINT REPAIRS PROJECT BASE BID SCHEDULE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Demobiliza... Conditions	1	LS	\$30,000.00	\$30,000.00
2	Maintenance of Traffic	1	LS	\$35,000.00	\$35,000.00
3	Pre and Post Construction video	1	LS	\$2,600.00	\$2,600.00
4	Roadway Milling 1.5" (includes all incidental work & equipment to include hauling off, stockpiling, and disposal of material)	170529	SF	\$0.35	\$59,685.15
5	Type SP 12.5 Asphaltic Concrete (includes hauling, tack material, place by paving matching, & compaction)	1759	TN	\$145.00	\$255,055.00
6	Type 1 Point Repair (includes milling, tack material, asphalt, compaction, hauling and disposal)	10	SF	\$115.00	\$1,150.00
7	Type 2 Point Repair (includes removal of existing asphalt & base, hauling, disposal, installation of new base and asphalt, tack material, and compaction)	850	SF	\$16.00	\$13,600.00
8	Thermoplastic 6" Yellow Skip Line (10'-30')	885	LF	\$1.45	\$1,283.25

9	Thermoplastic 6" Double Yellow (Includes temporary paint)	3050	LF	\$2.90	\$8,845.00
10	RPM's	209	EA	\$4.60	\$961.40
11	Thermoplastic 18" Yellow Cross Hatching	136	LF	\$2.90	\$394.40
12	Thermoplastic 6" Single White Line	6965	LF	\$1.45	\$10,099.25
13	Thermoplastic 18" White Cross Hatching	544	LF	\$2.90	\$1,577.60
14	Thermoplastic 24" White Ladder Cross Walk	206	LF	\$5.75	\$1,184.50
15	Thermoplastic 24" White Stop Bars	213	LF	\$5.75	\$1,224.75
16	Thermoplastic 6" White Extension Line (6'-10')	500	LF	\$1.45	\$725.00
17	Thermoplastic 6" White Skip Line (10'-30')	275	LF	\$1.45	\$398.75
18	Thermoplastic 12" Crosswalk Line	417	LF	\$2.60	\$1,084.20
19	Thermoplastic Arrow	25	EA	\$88.00	\$2,200.00
20	Thermoplastic Turn "only"	6	EA	\$220.00	\$1,320.00
21	Thermoplastic "Stop Ahead"	2	EA	\$220.00	\$440.00
22	Thermoplastic "School"	2	EA	\$99.00	\$198.00
Total					\$429,026.25

BID ALTERNATE

MICRO SURFACING BID ITEMS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Crack Fill	181	GAL	\$53.00	\$9,593.00
2	Double Application Micro Surfacing	3532	SY	\$12.40	\$43,796.80
3	6" Thermoplastic Double Yellow	75	LF	\$2.90	\$217.50
4	6" Thermoplastic Single White Line	160	LF	\$1.45	\$232.00
5	24" White Ladder Cross Walk	88	LF	\$5.75	\$506.00
6	24" White Stop Bars	62	LF	\$5.75	\$356.50
7	RPM's	12	EA	\$4.60	\$55.20
Total					\$54,757.00

PRICE TABLES

ZONE-1 MILL/OVERLAY AND POINT REPAIRS PROJECT BASE BID SCHEDULE

11/19/2014
QUANTITY ADJUSTMENTS BELOW

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Demobiliza... Conditions	1	LS	\$30,000.00	\$30,000.00
2	Maintenance of Traffic	1	LS	\$35,000.00	\$35,000.00
3	Pre and Post Construction video	1	LS	\$2,600.00	\$2,600.00
4	Roadway Milling 1.5" (includes all incidental work & equipment to include hauling off, stockpiling, and disposal of material)	170520 150,789	SF	\$0.35	\$59,685.15 \$52,776.15
5	Type SP 12.5 Asphaltic Concrete (includes hauling, tack material, place by paving matching, & compaction)	1752 1,555	TN	\$145.00	\$255,055.00 \$225,497.61
6	Type 1 Point Repair (includes milling, tack material, asphalt, compaction, hauling and disposal)	10	SF	\$115.00	\$1,150.00
7	Type 2 Point Repair (includes removal of existing asphalt & base, hauling, disposal, installation of new base and asphalt, tack material, and compaction)	858 100	SF	\$16.00	\$13,600.00 \$1,600.00
8	Thermoplastic 6" Yellow Skip Line (10'-30')	885	LF	\$1.45	\$1,283.25

9	Thermoplastic 6" Double Yellow (Includes temporary paint)	3050 2,910	LF	\$2.90	\$8,845.00 \$8,671.00
10	RPM's	209 201	EA	\$4.60	\$961.40 \$922.00
11	Thermoplastic 18" Yellow Cross Hatching	136	LF	\$2.90	\$394.40
12	Thermoplastic 6" Single White Line	6965	LF	\$1.45	\$10,099.25
13	Thermoplastic 18" White Cross Hatching	544	LF	\$2.90	\$1,577.60
14	Thermoplastic 24" White Ladder Cross Walk	206	LF	\$5.75	\$1,184.50
15	Thermoplastic 24" White Stop Bars	213 187	LF	\$5.75	\$1,224.75 \$1,075.25
16	Thermoplastic 6" White Extension Line (6'-10')	500	LF	\$1.45	\$725.00
17	Thermoplastic 6" White Skip Line (10'-30')	275	LF	\$1.45	\$398.75
18	Thermoplastic 12" Crosswalk Line	417	LF	\$2.60	\$1,084.20
19	Thermoplastic Arrow	25 24	EA	\$88.00	\$2,200.00 \$2,112.00
20	Thermoplastic Turn "only"	6	EA	\$220.00	\$1,320.00
21	Thermoplastic "Stop Ahead"	2	EA	\$220.00	\$440.00
22	Thermoplastic "School"	2	EA	\$99.00	\$198.00
Total					\$423,025.25 \$ 386,077.95

BID ALTERNATE

MICRO SURFACING BID ITEMS _____

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Crack Fill	181	GAL	\$53.00	\$9,593.00
2	Double Application Micro Surfacing	3532	SY	\$12.40	\$43,796.80
3	6" Thermoplastic Double Yellow	75	LF	\$2.90	\$217.50
4	6" Thermoplastic Single White Line	160	LF	\$1.45	\$232.00
5	24" White Ladder Cross Walk	88	LF	\$5.75	\$506.00
6	24" White Stop Bars	60	LF	\$5.75	\$356.50
7	RPM's	12	EA	\$4.60	\$55.20
Total					\$54,757.00

NO ACT REMOVED
FROM CONTRACT



SCHEDULE OF SUBCONTRACTORS PARTICIPATION

If proposers are subcontracting, this information is to be submitted with their submittal response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, and type of work to be performed and percentage of work that may be provided by Subcontractor.

Name of Subcontractor: <u>Trinity Striping Inc</u>
Contact Name: <u>Ray Crickenberger</u>
Address, City, State, Zip, Phone: <u>11288 59th St. N, West Palm Beach, FL 33411</u> <u>954-931-3168</u>
Type of Work to be Performed: <u>Pavement Markings</u>
License No. <u>N/A</u> Percentage of Work <u>6</u> %
Name of Subcontractor: <u>Asphalt Paving Systems</u>
Contact Name: <u>Mark Rohrbash</u>
Address, City, State, Zip, Phone: <u>8402 Shenandoah Run, Wesley Chapel, FL 33544</u>
Type of Work to be Performed: <u>Micro Resurfacing</u>
License No. <u>CBC056860</u> Percentage of Work <u>9</u> %
Name of Subcontractor: _____
Contact Name: _____
Address, City, State, Zip, Phone: _____
Type of Work to be Performed: _____
License No. _____ Percentage of Work _____ %

Company Name M&M ASPHALT MAINTENANCE INC.,
D/B/A ALL COUNTY PAVING



City of
Stuart

SAFETY STANDARDS CERTIFICATION

The undersigned bidder hereby certifies that he or she has or will thoroughly familiarize him or herself with the contents of the City of Stuart Safety Standards. The Bidder further certifies that he or she either has or will submit a fully executed copy of those same Safety Standards to the City for inclusion in the City's official public record prior to commencing any work on this project.

Signed, Sealed and Witnessed in the Presence of:

DATE: 12/21/2023

(Witness)

(Witness)

M&M ASPHALT MAINTENANCE INC.,
FOR: D/B/A ALL COUNTY PAVING

(Firm Name)

BY: _____

(Signature)

President

(Title)

(Corporate Attest by Secretary)

(Affix Seal)

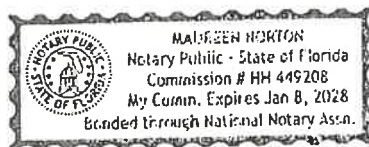
Sworn to and subscribed before me this 20TH day of DECEMBER, 2023.

known to me, or identified as KENNETH GOLDBERG,

in the City of DELRAY BEACH, County of PALM BEACH, State of FLORIDA.

Signed: MAUREEN NORTON Notary Public

My Commission Expires: 01/08/2028 (Affix Seal)





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: City of Boca Raton			
Address 201 W Palmetto Park Road			
City	Boca Raton	State	Florida Zip Code 33432
Contact Name: Clecio De Sa		Title: Assistant City Engineer	
Phone No: 561-416-3429		Fax:	Email: cdesa@myboca.us
Date of Service or Contract Period: 2017-2023		Location Various Streets Citywide	
Summary of Services Performed Resurfacing of Various Streets Governmental or Private			

#2 REFERENCES

Company/Entity Name: Palm Beach County			
Address 2555 Vista Parkway			
City	West Palm Beach	State	FL Zip Code 33411
Contact Name: Darren Prainito		Title: Construction Project Manager	
Phone No: 561-233-3962		Fax:	Email: Drprainito@pbcgov.org
Date of Service or Contract Period: 2019-2024		Location Various Streets	
Summary of Services Performed Roadway Resurfacing Governmental or Private			

#3 REFERENCES

Company/Entity Name: City of Fort Lauderdale			
Address 100 N. Andrews Avenue, 5th Floor			
City	Fort Lauderdale	State	Florida Zip Code 33301
Contact Name: Jean Examond		Title: Project Manager II	
Phone No: 954-828-4507		Fax:	Email: Jexamond@fortlauderdale.gov
Date of Service or Contract Period: 2019-2024		Location Various Streets Citywide	
Summary of Services Performed Roadway Resurfacing Governmental or Private			

M&M ASPHALT MAINTENANCE INC.,
Company Name D/B/A ALL COUNTY PAVING

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

M & M Asphalt Maintenance, Inc.
DBA All County Paving
1180 SW 10th Street
Delray Beach, FL 33444

SURETY:

(Name, legal status and principal place of business)

The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009-6202

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

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

OWNER:

(Name, legal status and address)

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

BOND AMOUNT: \$ 10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

City of Stuart Pavement Maintenance Zone-1 Mill/Overlay and Point Repairs Project, Bid No. 2024-102

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 21st day of December, 2023


(Witness)


(Witness) Rita Lazarides

M & M Asphalt Maintenance, Inc. DBA All County Paving
(Principal) (Seal)

By: 
(Title) PRESIDENT

The Gray Casualty & Surety Company
(Surety) (Seal)

By: 
(Title) Kevin Wojtowicz Attorney-in-Fact

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond

Principal: M & M Asphalt Maintenance, Inc. DBA All County Paving

Project: City of Stuart Pavement Maintenance Zone-1 Mill/Overlay and Point Repairs Project, Bid No. 2024-102

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Kevin Wojtowicz, Daniel F. Oaks, Jessica Reno, Devin Phillips, Richard Zimmerman, Christian Collins, and Laura D. Mosholder of St. Petersburg, Florida jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 21st day of December, 2023.

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 21st day of December, 2023.





INVITATION TO BID

2024-102

CITY OF STUART PAVEMENT MAINTENANCE ZONE-J MILL/OVERLAY AND POINT REPAIRS PROJECT

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

RELEASE DATE: November 27, 2023

DEADLINE FOR QUESTIONS: December 11, 2023

RESPONSE DEADLINE: December 21, 2023, 2:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Stuart
INVITATION TO BID
City of Stuart Pavement Maintenance Zone-1 Mill/Overlay and Point
Repairs Project

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

Attachments:

A - Stuart_Z1_OL_Bid_Docs

B - Stuart Z1 (2023) Micro Bid Doc

C - Stuart_Z1_OL_Bid_Docs

1. Advertisement

CITY OF STUART

2024-102

City of Stuart Pavement Maintenance Zone-1 Mill/Overlay and Point Repairs Project

Advertisement

The City encourages E-Bidding through OpenGov Procurement at

<https://procurement.opengov.com/portal/stuartfl>. City of Stuart Pavement Maintenance Zone-1 Mill/Overlay and Point Repairs Project will be received by the City of Stuart at the Procurement Office, 301 SE Ocean Blvd., Suite 204 Stuart, Florida, 34994, until Thursday, December 21, 2023 at 2:30 pm.

If submitting via mail than please submit an original, two (2) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive must be submitted in sealed envelopes/packages addressed to Purchasing Division, City of Stuart, and marked "2024-102, City of Stuart Pavement Maintenance Zone-1 Mill/Overlay and Point Repairs Project. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened

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

Mail/Overnight/Hand Deliver Submittal Responses to:

Stuart City Hall

Procurement Office

301 SE Ocean Blvd., Suite 204

Stuart, Florida 34994

Mark outside of envelope: 2024-102, City of Stuart Pavement Maintenance Zone-1 Mill/Overlay and Point Repairs Project

Published: Monday, November 27, 2023

2. Introduction

2.1. Summary

The purpose of this bid is to solicit qualified licensed general contractors to submit bids for construction of the Zone-1 Mill/Overlay and Point Repairs project. The project consists of asphalt milling, asphalt overlaying, and required striping of NW Wright Blvd. (from NW Dixie Hwy. to NW Federal Hwy.) , NW Fork Rd. (from NW North River Dr. to NW Federal Hwy.), SW Ocean Blvd. (from SW Dixie Hwy. to SW Federal Hwy.), SW 7th St. (from SW Channel Ave. to SW Federal Hwy.) as well as, constructing seven (7) point repairs within the Zone-1. Work shall include furnishing all labor, materials, and equipment to complete the work as specified and in accordance with the Florida Department of Transportation (FDOT), drawings, specifications, and other contract documents.

2.2. Contact Information

Alaina Knofla

Procurement Coordinator

301 SE Ocean Blvd, Suite 204

Stuart, FL 34994-2172

Email: aknofla@ci.stuart.fl.us

Phone: [\(772\) 288-5320](tel:7722885320)

Department:

Public Works

2.3. Timeline

Release Project Date	November 27, 2023
Question Submission Deadline	December 11, 2023, 5:00pm

Proposal Submission Deadline	December 21, 2023, 2:30pm Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 254 723 051 641 Passcode: YLU9M Download Teams Join on the web Or call in (audio only) +1 872-242-8065,,582840293# United States, Chicago Phone Conference ID: 582 840 293# Find a local number Reset PIN Learn More Meeting options
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3. Instructions to Bidders

3.1. Submittal

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

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

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

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

3.2. City Representative

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

Alaina Knofla

Procurement Coordinator

aknofla@ci.stuart.fl.us

(772) 288-5320

3.3. Bid Opening

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

3.4. Withdrawal of Bids

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

3.5. Protest

Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid, selection or award recommendation shall file such protest in accordance with section 20 of the Procurement Manual, which can be found on the City of Stuart webpage.

3.6. Questions and Answers

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

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

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

3.7. Addenda

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

3.8. Delivery

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

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

3.9. Right to Reject

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

3.10. Miscellaneous

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

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

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

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

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

Bids may be received up to but not later than Thursday, December 21, 2023 at 2:30 pm via the City's e-Procurement Portal located at <https://secure.procurenow.com/portal/stuartfl>. The City's e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City of Stuart strongly recommends completing your response well ahead of the deadline.

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

4. General Information

4.1. Delays

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

4.2. Qualification Submission and Withdrawal

The City will receive all proposals at the following addresses:

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

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

Stuart City Hall

Procurement Office

301 SE Ocean Blvd., Suite 204

Stuart, Florida 34994

To facilitate processing, please mark the outside of the envelope as follows: 2024-102 "City of Stuart Pavement Maintenance Zone-1 Mill/Overlay and Point Repairs Project" The envelope shall also include the bidder's return address.

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

THE CITY MUST RECEIVE ALL BIDS BY

2:30 pm ON Thursday, December 21, 2023

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

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

with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

4.3. Addenda

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

4.4. Equal Opportunity

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

4.5. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.6. Public Entity Crimes

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

4.7. Suspended Vendor

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

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

4.8. Assignment & Subcontracting

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

4.9. Public Records

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

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

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 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 Contractor shall:

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

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

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

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

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

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

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

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

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

4.10. Licenses

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

4.11. Business Tax Receipt

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

4.12. Other Governmental Entities

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

4.13. Contract Amendment

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

4.14. Non Exclusive Contract

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

4.15. Estimated Quantities

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

4.16. Default

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

4.17. Background Information

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

4.18. Competency of Respondents

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

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

4.19. Extra Work

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

- A. By such applicable unit prices, if any, as are set forth in the contract; or
- B. If no such unit prices are so set forth, then by a lump sum or other unit prices mutually agreed upon by the City and the Contractor; or
- C. If no such unit prices are so set forth in the contract and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed and the cost shall be determined as follows:
 - 1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon, to which shall be added an amount equal to 15 per cent of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.
 - 2) For all materials used, the Contractor shall receive the actual cost of such materials delivered at he site and previously approved delivery point as established by original receipted bills. No percentage shall be added to this cost.
 - 3) For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economic performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage shall be added to this sum.
 - 4) The Contractor's profit shall be computed by taking 10% of the sum of Items 1 and 2. The total cost of performing this extra work shall be the sum of Items 1, 2, 3, and 4.

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

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

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

5. Scope of Work

5.1. PURPOSE

Enter Texts

5.2. LIQUIDATED DAMAGES

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

5.3. START OF WORK AND TIME FOR COMPLETION

It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a proposal response, successful respondent agrees to start the work within ten (10) days of issuance of Notice to Proceed. All performance of the Contract Work shall be completed within sixty (60) calendar days of the date of issuance of the NTP. Commencement of the Contract Work by the Contractor shall be deemed a waiver of the NTP and shall constitute the date of commencement for the purpose of the completion deadline.

5.4. SITE INSPECTION

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

B. The contractor is to verify to his own satisfaction the figures appearing in these specifications. The Zone5 Mill/Overlay and Point Repairs project, as described, at the prices proposed on the proposal form. After award, no extra charge or compensation will be allowed by the City as a result of differences between actual materials and labor, unless by reason of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to acts of God or neglect of any other contractor.

5.5. EQUIPMENT

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

5.6. INSPECTION AND DIRECTION

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

5.7. INVOICING AND PAYMENT

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

5.8. BUSINESS OPERATIONS

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

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

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

5.9. PUBLIC SAFETY AND CONVENIENCE

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

5.10. PROTECTION OF PROPERTY

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

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

5.11. TIME OF STARTING WORK

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

5.12. BOND GUARANTEE

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

5.13. PAYMENT & PERFORMANCE BONDS

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

5.14. ACCESSIBILITY STANDARDS

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

5.15. SUSPENSION OF WORK DUE TO WEATHER

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

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

5.16. CONTRACTOR'S UNDERSTANDING

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

5.17. SUBCONTRACTOR

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

5.18. City of Stuart Pavement Maintenance Zone-1 Mill/Overlay and Point Repairs Project

The project consists of asphalt milling of 1.5-inch, asphalt overlaying 1.5- inch of SP-12.5, replacement of traffic loops and required roadway striping of NW Wright Blvd. (from NW Dixie Hwy. to NW Federal Hwy.), NW Fork Rd. (from NW North River Dr. to NW Federal Hwy.), SW Ocean Blvd. (from SW Dixie Hwy. to SW Federal Hwy.), SW 7th St. (from SW Channel Ave. to SW Federal Hwy.) as well as, constructing seven (7) point repairs within the Zone-1. Work shall include furnishing all labor, materials, and equipment to complete the work as specified and in accordance with the Florida Department of Transportation (FDOT) Standards (latest version), City of Stuart Standards (latest version), The Manual on Uniform Traffic Control Devices for Streets and Highways (latest version) drawings, exhibits, specifications, and other contract documents. All performance of the Contract Work shall be completed within sixty (60) calendar days of the date of issuance of the NTP.

6. Pricing Proposal

ZONE-1 MILL/OVERLAY AND POINT REPAIRS PROJECT BASE BID SCHEDULE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization/Demobilization/General Conditions	1	LS		
2	Maintenance of Traffic	1	LS		
3	Pre and Post Construction video	1	LS		
4	Roadway Milling 1.5" (includes all incidental work & equipment to include hauling off, stockpiling, and disposal of material)	170,529	SF		
5	Type SP 12.5 Asphaltic Concrete (includes hauling, tack material, place by paving matching, & compaction)	1,759	TN		
6	Type 1 Point Repair (includes milling, tack material, asphalt, compaction, hauling and disposal)	10	SF		
7	Type 2 Point Repair (includes removal of existing asphalt & base, hauling, disposal, installation of new base and asphalt, tack material, and compaction)	850	SF		
8	Thermoplastic 6" Yellow Skip Line (10'-30')	885	LF		
9	Thermoplastic 6" Double Yellow (Includes temporary paint)	3,050	LF		
10	RPM's	209	EA		
11	Thermoplastic 18" Yellow Cross Hatching	136	LF		
12	Thermoplastic 6" Single White Line	6,965	LF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
13	Thermoplastic 18" White Cross Hatching	544	LF		
14	Thermoplastic 24" White Ladder Cross Walk	206	LF		
15	Thermoplastic 24" White Stop Bars	213	LF		
16	Thermoplastic 6" White Extension Line (6'-10')	500	LF		
17	Thermoplastic 6" White Skip Line (10'-30')	275	LF		
18	Thermoplastic 12" Crosswalk Line	417	LF		
19	Thermoplastic Arrow	25	EA		
20	Thermoplastic Turn "only"	6	EA		
21	Thermoplastic "Stop Ahead"	2	EA		
22	Thermoplastic "School"	2	EA		
TOTAL					

BID ALTERNATE

MICRO SURFACING BID ITEMS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Crack Fill	181	GAL		
2	Double Application Micro Surfacing	3,532	SY		
3	6" Thermoplastic Double Yellow	75	LF		
4	6" Thermoplastic Single White Line	160	LF		
5	24" White Ladder Cross Walk	88	LF		

Invitation To Bid #2024-102

Title: City of Stuart Pavement Maintenance Zone-1 Mill/Overlay and Point Repairs Project

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	24" White Stop Bars	62	LF		
7	RPM's	12	EA		
TOTAL					

7. Vendor Questionnaire

7.1. [Proposal Checklist](#)

Please download the below documents, complete, and upload.

- [Checklist.pdf](#)

7.2. [Certification*](#)

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

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

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

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

☐ Please confirm

*Response required

7.3. [Safety Standards Certification*](#)

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

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

*Response required

7.4. [References Form*](#)

Please download the below documents, complete, and upload.

- [Refernces Form.pdf](#)

*Response required

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

Please download the below documents, complete, and upload.

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

*Response required

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

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

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

*Response required

7.7. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

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

*Response required

7.8. Public Entity Crimes*

Please download the below documents, complete, and upload.

- [Public Entity Crimes .pdf](#)

*Response required

7.9. Suspended Vendor List*

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

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

Please identify your legal company name here:

*Response required

7.10. Scrutinized List of Prohibited Companies List*

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

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7.11. Do you affirm and represent that you are registered with E-Verify System and are using same, and will continue to use the same as required by Section 448.095, Florida Statute?*

By entering into a contract with the City of Stuart, you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Further, by your entering into a contract, you affirm and represent that you are registered with the E-Verify system and are using same, and will continue to use same as required by Section 448.095, Fla. Stat. Compliance with Section 448.095, Fla. Stat., includes, but is not limited to, utilization of the E-Verify System

to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.”

*Response required



City of Stuart
Procurement & Contracting Services Division

Alaina Knofla, Procurement Coordinator
121 SW Flagler Avenue, Stuart, FL 34994
(772) 288-5320

ADDENDA REPORT

ITB No. 2024-102

City of Stuart Pavement Maintenance Zone-1 Mill/Overlay and Point Repairs
Project

RESPONSE DEADLINE: December 21, 2023 at 2:30 pm

Wednesday, January 17, 2024

Addenda Issued:

Addendum #1

Nov 29, 2023 9:07 AM

1. Will my bid get rejected if I do not turn in the bid alternate section of the schedule of bid items?

It is recommended to provide the bid alternate information. If the city elects to award without bid alternate your bid may be considered. If the city elects to award with bid alternate your bid will not be considered.

Addendum #2

Nov 30, 2023 7:43 AM

1. Is there an indication that Martin County may mandate the inclusion of 30% Recycled Asphalt Pavement (RAP) in all asphaltic pavement items specified in this bid?

No.

2. What is the estimated budget?

\$290,000.00

Addendum #3

Dec 1, 2023 8:16 AM

1. Item 6 "Type 1 point repair" it has a quantity of 10 SF. In the plans there is no locations identified as Type 1 point repair. Please clarify.

Line Item #6 was included to request a contract cost per square foot (SF) in the event a "Type-1 Point Repair" is required during construction.

Addendum #4

Dec 1, 2023 10:25 AM

1. New estimated budget is:

\$365,000.00

ADDENDA REPORT

Invitation To Bid - City of Stuart Pavement Maintenance Zone-1 Mill/Overlay and Point Repairs Project

Page 1

ADDENDA REPORT

ITB No. 2024-102

City of Stuart Pavement Maintenance Zone-1 Mill/Overlay and Point Repairs Project

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Feb. 2024

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Dec 12, 2023 8:06 AM

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The award will be based on received bid(s) versus proj. budget (base bid or base with alternate bid)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2024

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

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

PRODUCER Bateman Gordon and Sands 3050 North Federal Hwy. Lighthouse Point FL 33064	CONTACT NAME: PHONE (A/C, No, Ext): 954-941-0900 E-MAIL: emedlin@bgsagency.com ADDRESS:	FAX (A/C, No): 954-941-2006
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Landmark American Insurance Company		33138
INSURER B: The Continental Insurance Co		35289
INSURER C: Transportation Insurance Company		20494
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
M & M Asphalt Maintenance, Inc.
DBA All County Paving
1180 SW 10th Street
Delray Beach FL 33444

MMASP1

COVERAGES**CERTIFICATE NUMBER:** 1777032279**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ DED \$15,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	7036702751	4/30/2023	4/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	7036572339	4/30/2023	4/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	LHA102195	4/30/2023	4/30/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N N/A	Y		7036698197	4/30/2023	4/30/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased or Rented Equipment			7036702751	4/30/2023	4/30/2024	Limit: \$500,000 Ded.: \$10,000

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

DOCUMENT IS NOT COMPLETE UNLESS ACCOMPANIED BY THE ACORD 101.

General Liability:

Additional Insured-OnGoing and Completed Operations, as required by written contract, per CNA75079 (10/16)

Primary & Non-Contributory and Waiver of Subrogation as required by written contract, per CNA74705 (01/15)

Auto Liability:

Additional Insured, Waiver of Subrogation and Primary & Non-Contributory as required by written contract, per CNA63359 (04/12).

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Stuart
121 SW Flagler Avenue
Stuart FL 33994-2172

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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

Meeting Date: 2/12/2024

Prepared by: Michael Mortell

Title of Item:

ADOPTION OF APPENDIX "A," FEES, RATES & CHARGES (RC):

RESOLUTION No. 17-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING TYPES, FEES, RATES AND CHARGES AS APPENDIX "A" TO THE CITY CODE OF ORDINANCES, AS PROVIDED AND PERMITTED IN VARIOUS CHAPTERS OF THE CITY'S CODE OF ORDINANCES; PROVIDING FOR CONFLICTS, PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Throughout the year, the City updates its fees schedule. There are several updates in the Development Department as well as other areas of the City that require amendments to clarify Appendix A to coincide with policies and procedures which have been adopted by the City Commission. Appendix A provides a centralized location for all fees and rates. The proposed changes are depicted in red line formatting.

Funding Source:

N/A

Recommended Action:

Approve Resolution 17-2024 adopting various updates to Appendix A.

ATTACHMENTS:

1. R17-2024 Adoption of Updated Appendix A Fees Rates and Charges
2. R17-2024 Appendix A



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

RESOLUTION NUMBER 17-2024

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA ADOPTING
TYPES, FEES, RATES AND CHARGES AS APPENDIX
“A” TO THE CITY CODE OF ORDINANCES, AS
PROVIDED AND PERMITTED IN VARIOUS
CHAPTERS OF THE CITY’S CODE OF ORDINANCES;
PROVIDING FOR CONFLICTS, PROVIDING FOR
CODIFICATION; PROVIDING AN EFFECTIVE DATE;
AND FOR OTHER PURPOSES**

* * * * *

WHEREAS, pursuant to various provisions of the City Code, the City Commission has determined that certain rates, fees, and charges for municipal services be amended from time to time; and

WHEREAS, pursuant to increases in operating costs, various planned capital improvement projects, and transition into OpenGov, a new software program the City of Stuart has recently implemented the City found that various rates, fees, and charges required updating; and

WHEREAS, City ordinances recently passed and sections of the City of Stuart Code of Ordinances allow for and require periodic amendments pursuant to additions and/or fluctuations in rate/fee amounts.

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

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

SECTION 2: The application types, fees, rates, and charges in Appendix “A” are amended as set forth in Appendix “A” as revised and attached hereto.

Resolution No. 17-2024;
Adoption of Appendix A Fees, Rates, and Charges

SECTION 3: The City Commission retains jurisdiction over the rate schedule and any administrative costs, which may be later amended from time to time by Resolution.

SECTION 4: Any resolutions or parts thereof in conflict are hereby repealed to the extent of such conflict.

SECTION 5: Appendix A attached hereto shall be codified upon adoption.

SECTION 6: 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:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of February, 2024.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

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Appendix A - FEE, RATE AND CHARGE SCHEDULE (Updated 9/5/23)

Code Section	Subject	Fees, Rates, and Charges
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Chapter 2. Administration

2-2	Lien Search per property	\$100.00
2-217	Copies of city records:	
	For each one-sided legal or standard-length page	\$0.15
	For each two-sided legal or standard page	\$0.20
	Certification of a public record as a true and accurate copy of an original public record, each	\$1.00
2-218	Service fee for dishonored checks:	
	(a) Face value not exceeding \$50.00	\$25.00
	(b) Face value more than \$50.00 but not exceeding \$300.00	\$30.00
	(c) Face value more than \$300.00, greater of	\$40.00 or five percent of the face amount of the check, draft, or order
2-220	Fees for fire-rescue related services	
	The following fees for certain services provided by the city in relation to fire-rescue emergency services and special activities are hereby established and shall be charged and collected:	
	Foam or wetting agent use	\$150.00 per five gallons
	EMS transport fees:	
	Basic life support (BLS)	\$637.00
	Advanced life support (ALS 1)	\$718.00
	Advanced life support (ALS 2)	\$841.00
	Specialty care transport (SCT)	\$977.00

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	Waiting fee (\$360.00 per hour after first 30 minutes of waiting to transport, or waiting to discharge patient to tertiary care)	\$360.00
	Mileage—per loaded mile	\$11.00
	Appropriate service level fees (above), plus mileage, will be charged for incidents requiring transport.	
	Incidents that require Advanced Life Support (ALS) assessment or treatment and do not result in transport are billed the appropriate service level fee, without mileage.	
	Actual hourly rates, and FEMA equipment scheduled rates shall be charged in connection with investigating, mitigating, minimizing, removing or abating the release of any hazardous substances, hazardous incident, and hazardous waste, including, but not limited to: •The cost of actual labor of city personnel or its agents, •Of equipment operation and rental, •Of expendable items such as, including, but not limited to, firefighting foam, chemical extinguishing agents, absorbent materials, sand, recovery drums, protective clothing, gloves, and testing equipment, and of action taken by the city to recover such costs.	
2-221	Fingerprinting services fee	\$10.00 <u>15.00</u>
2-222	Court costs for criminal justice education for local government	\$2.00

(Res. No. 77-09, § 1, 7-13-2009; Res. No. 57-2013, § 1, 6-10-2013; [Res. No. 86-2014, § 2\(Exh. A\), 9-10-2014](#); Res. No. [92-2018](#), §§ 1—6, 9-24-2018)

Chapter 10. Buildings and Building Regulations

10-1	Building permit fees:	
	(a) The following fees for building permits and other related permits are hereby established and shall be charged and collected prior to issuance:	Value to be determined by latest ICC Building Valuation Data chart
	General construction:	
	\$0.00 to \$50,000.00,	\$424.00
	Over \$50,000.00 up to and including \$100,000.00	\$424.00
	Over \$100,000.01 up to and including \$500,000.00	Value X .006

	Over \$500,000.00	Value X .005
	Minor misc. permit includes all sub permit fees	\$ \$75.00
	Alarm decal	\$24.00
	Swimming pools (based upon 4 required inspections) Commercial pool	\$424.00 Value X .006 or \$424 min
	Signs: (Sign permit fee waived for applications for monument signs that replace existing pole signs with monument signs and which are submitted on or before August 30, 2022)	\$212.00
	Driveways, paving (based upon 2 required inspections) Pavers	\$212 \$106.00
	Sign: Nonelectrical	\$106.00
	Sign: Electrical Sign Monument	\$132.00 \$212.00
	Garage door, Slab, Shutters, Window, and door permits Re-Roof Siding	\$106.00 \$212.00 \$212.00
	Fences	\$106.00
	Water heater replacement permit fee	\$99.00
	Screen rooms, carports with foundations—3 inspections Screen enclosure on existing slab	\$212.00 \$106.00
	Pre-Manufactured accessory buildings	\$106.00
	Accessory buildings constructed on site (based upon 4 required inspections)	\$424.00
	Electrical Generators	Value X .006 or \$212.00 Min.
	Plumbing, Gas, Mechanical	Value X .006 or \$106.00 min

	Residential renovations and additions up to \$5,000.00	\$106.00
	Residential renovations and additions between \$5,000.00—\$10,000.00 \$10,000.01- \$100,000.00 \$100,000.01- \$500,000.00 >\$500,000.01	\$424.00 \$575.00 Value X .006 Value X .005
	Commercial renovations and additions up to \$10,000.00 \$10,000.01-\$100,000.00 \$100,000.01- \$500,000.00 >\$500,000.01	\$424.00 \$575.00 Value X .006 Value X .005
	Plan review fee Residential Commercial review up to \$2500.00 \$2500.01-\$100,000.00 >\$100,000.01	Value X .003 or \$75.00 Min. \$100.00 \$250.00 Value X .003
	Plan revision review to issued permits residential Commercial	\$25.00 per page \$50.00 per page
	Plan review re-review	\$106.00
	Reinstate or close expired permit	\$106.00
	Permit Time Extensions	\$50.00
	Plan revision review to issued permits commercial	\$50.00 per page
	Demolition:	\$106.00
	Working without a permit	4 times the required permit fee
	Re-inspection or inspection, per inspection	\$106.00
	Plan review resubmittal fee, 4th plan review is necessitated due to the failure of the applicant to adequately respond to the plan review comments of the City	4X fee per FS 553

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	3rd reinspection for the same deficiency	
	Fees set forth to be reviewed April 1 st each year and only changed per resolution of the city commission	

(Res. No. 57-2013, § 1, 6-10-2013; Res. No. 81-2011, § 1, 9-12-2011; Ord. No. 2182-09, 7-13-2009; Res. No. 42-2010, §§ 1, 2, 4-26-2010; Res. No. 57-2013, § 1, 6-10-2013; Res. No. [92-2018](#), §§ 1—6, 9-24-2018; Res. No. [37-2019](#), § 2, 3-25-2019; Res. No. [81-2019](#), § 1, 9-23-2019)

Chapter 12. Businesses

12-45	Processing fee for permit for outdoor uses and activities	\$25.00
12-73	License fee for special sales	\$50.00
12-77	License renewal fee for special sales	\$50.00
12-106	License fee for taxicabs and vehicles for hire (with 10 or fewer passengers)	\$50.00
12-130	License fee for wreckers and vehicle towing businesses	
	First truck	\$43.75
	Each additional truck	\$12.50
12-140	Maximum towing and storage rates for providing services	
	Day or night service [per call]:	
	Class A/Rollback (\$5.73 per hooked-up mile)	\$164.81
	Class B (\$6.77 per hooked-up mile)	\$239.25
	Class C (\$8.86 per hooked-up mile)	\$372.15
	These rates include the first 30 minutes on the scene and the cleaning of debris as necessary	
	After first 30 minutes on scene - will be charged in increments of 30 minutes	\$51.87

	Additional fees:	
	Underwater dive: certified scuba diver w/full gear (per hour)	\$132.91
	Airbag recovery (per hour)	\$637.96
	Additional manpower (per half hour)	\$63.80
	Outside storage for Class A-B-C (per Day - no charge for first 6 hours)	\$0.00
	Class A- Outside storage (Per Day- 6 hours -24 hours)	\$37.22
	Class A- Outside storage (Per Day)	\$37.22
	Class B-Outside storage (Per Day- 6 hours -24 hours)	\$42.53
	Class B-Outside storage (Per Day)	\$42.53
	Class C-Outside storage (Per Day- 6 hours -24 hours) Truck	\$45.53
	Class C -Outside storage (Per Day) Trailer	\$85.06
	Inside storage for Class A-B-C (Per Day - no charge for first 6 hours)	\$0.00
	Class A- Inside storage (Per Day- 6 hours -24 hours)	\$47.86
	Class A- Inside storage (Per Day)	\$47.86
	Class B- Inside storage (Per Day- 6 hours -24 hours)	\$53.17
	Class B- Inside storage (Per Day)	\$53.17
	Class C - Inside storage (Per Day- 6 hours -24 hours) Truck	\$53.17
	Class C - Inside storage (Per Day) Trailer	\$95.69
	Administrative and clerical costs to comply with Florida State Statutes Ch. 713 in placing a lien on a vehicle to recover towing charges and/or ownership of a vehicle	\$50.00

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(Res. No. 57-2013, § 1, 6-10-2013; [Res. No. 97-2016, § 1, 9-12-2016](#); Res. No. [92-2018](#), §§ 1—6, 9-24-2018)

Chapter 13. Cemeteries

13-6	Plot Location Fee	\$50.00
	Cemetery Plot	\$800.00
	Companion Space, up to two (2) cremated remains	\$400.00
	Burial Permit Security Deposit (6 months maximum)	\$200.00
	Temporary Burial Marker (for up to 6 months)	\$10.00

Chapter 18. Emergency Services

18-64	Alarm system permits and decals	\$24.00
	Renewal	\$10.00
18-73	Service charge for excessive false alarms:	
	Unregistered user for 3rd alarm and thereafter	Double the per alarm cost for a registered user

(Res. No. [92-2018](#), §§ 1—6, 9-24-2018)

Chapter 20. Environment

20-25	Lot clearing administrative charge	\$250.00
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(Res. No. [92-2018](#), §§ 1—6, 9-24-2018)

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Chapter 22. Fire Prevention

22-3	Fees for fire prevention related services		
The following fees for certain services provided by the city in relation to fire prevention include: plan review, and inspections <u>and</u> -are hereby established and shall be charged and collected:			
	(a)	Plan review fees <u>Description</u>	
		Site plan review fees (based on project value) <u>Minor Development Master/Final Site Plan – Review Site Plans</u>	<u>\$405.00</u>
		Less than \$50,000 <u>Resubmittal-Minor Development – Review Site Plans</u>	<u>\$125.00</u> <u>\$68.00</u>
		\$50,000 to \$500,000 <u>Major Development Master Site Plan – Review Site Plans</u>	<u>\$250.00</u> <u>\$360.00</u>
		Greater than \$500,000 <u>Resubmittal- Major Development Master Site Plan – Review Site Plans</u>	<u>\$400.00</u> <u>90.00</u>
		New construction plan review (based on square footage of project) <u>Major/PUD Development Final Site Plan – Review Site Plans</u>	<u>\$405.00</u>
		Up to 4,999 sq. ft. <u>Resubmittal-Major/PUD Development Final Site Plan – Review Site Plans</u>	<u>\$370.00</u> <u>\$45.00</u>
		5,000 to 9,999 sq. ft. <u>PUD Development Master Site Plan – Review Site Plans</u>	<u>\$410.00</u> <u>\$315.00</u>
		10,000 to 14,999 sq. ft. <u>Resubmittal-PUD Development Master Site Plan – Review Site Plans</u>	<u>\$450.00</u> <u>\$90.00</u>
		15,000 to 19,999 sq. ft. <u>Administrative Amendment- Review Site Plans</u>	<u>\$480.00</u> <u>\$90.00</u>
		20,000 to 49,999 sq. ft. <u>Development Review-Site Plan/Evacuations - Review Site Plans</u>	<u>\$500.00</u> <u>\$320.00</u>
		50,000 to 199,999 sq. ft. <u>Addition Improvement up to 4999 sq ft – Review Plans and Inspect</u>	<u>\$670.00</u> <u>\$180.00</u>

		200,000 to 499,999 sq. ft. <u>Addition Improvement 5000-10,000 sq ft – Review Plans and Inspect</u>	\$710.00 <u>\$210.00</u>
		500,000 and up <u>Tenant Improvement up to 4999 sq ft – Review Plans and Inspect</u>	\$950.00 <u>\$320.00</u>
		>Alterations <u>Tenant Improvement 5000-9999 sq ft – Review Plans and Inspect</u>	\$340.00
		Up to 4,999 sq. ft. <u>Tenant Improvement >10,000 sq ft – Review Plans and Inspect</u>	\$180.00 <u>\$390.00</u>
		5,000 to 9,999 sq. ft. <u>New Construction up to 4999 sq ft-Commercial- Review Plans and Inspect</u>	\$210.00 <u>\$370.00</u>
		10,000 to 14,999 sq. ft. <u>New Construction 5000-9999 sq ft-Commercial-Review Plans and Inspect</u>	\$225.00 <u>\$390.00</u>
		15,000 to 19,999 sq. ft. <u>New Construction 10,000-14,999 sq ft-Commercial-Review Plans and Inspect</u>	\$240.00 <u>\$410.00</u>
		20,000 to 49,999 sq. ft. <u>New Construction 15,000-19,999 sq ft-Commercial-Review Plans and Inspect</u>	\$250.00 <u>\$480.00</u>
		50,000 to 199,999 sq. ft. <u>New Construction 20,000-50,000 sq ft-Commercial-Review Plans and Inspect</u>	\$340.00 <u>\$500.00</u>
		200,000 to 499,999 sq. ft. <u>New Construction 50,001-200,000 sq ft-Commercial-Review Plans and Inspect</u>	\$360.00 <u>\$670.00</u>
		500,000 and up <u>New Construction 200,001-500,000 sq ft-Commerical-Review Plans and Inspect</u>	\$475.00 <u>\$710.00</u>
		Fire alarm system plan review fees <u>New Construction >500,000 sq ft-Commercial-Review Plans and Inspect</u>	\$950.00
		Up to 999 sq. ft. <u>Fire Alarm Systems up to \$999.00 Construction Value-Review Plans and Inspect</u>	\$120.00 <u>\$120.00</u>
		1,000 to 4,999 sq. ft. <u>Fire Alarm Systems \$1,000-\$4,999 Construction Value-Review Plans and Inspect</u>	\$160.00 <u>\$160.00</u>

		5,000 to 9,999 sq. ft. <u>Fire Alarm Systems \$5,000-\$9,999 Construction Value-Review Plans and Inspect</u>	\$210.00 <u>\$210.00</u>
		Greater than 10,000 sq. ft. <u>Fire Alarm Systems >\$10,000 Construction Value-Review Plans and Inspect</u>	\$250.00 <u>\$250.00</u>
		<u>Fire sprinkler system plan review fees Fire Sprinkler System Plan Reviews and Inspections</u>	
		Aboveground, 1—5 heads	\$150.00
		Aboveground, 6—50 heads	\$190.00
		Aboveground, 51—100 heads	\$230.00
		Aboveground, 100—300 heads	\$300.00
		Aboveground, 300—1,000 heads	\$500.00
		Aboveground, greater than 1,000 heads	\$700.00
		<u>Fire Line</u> Underground <u>Pressure Test-Review Plans and Inspect</u>	\$180.00
		Fire suppression system <u>Plan Review and Inspection Fees</u>	
		(Hood—grease or hazardous vapor/gas)	\$140.00
		Wet or dry agent	\$140.00
		Residential fire sprinkler- <u>Review Plans and Inspect</u>	\$250.00
	(b)	<u>Plus, on-site fire inspection fees as shown below:</u>	
		Required annual fire inspections fee schedule, per occupancy:	
		0—2,500 square feet	\$50.00
		2,501—5,000 square feet	\$100.00
		5,001—20,000 square feet	\$200.00
		20,001—100,000 square feet	\$300.00
		Over 100,000 square feet	\$500.00
		Business tax receipt fire inspection fee	\$150.00

		Additional occupancy in building	\$50.00 per sublet portion of building
		Tent Inspection (greater than 900 sq. ft) <u>Single Tent</u>	\$100.00
		<u>2-5 Tents (greater than 900 sq ft)</u>	<u>\$100.00</u>
		<u>6 or more (greater than 900 sq ft)</u>	<u>\$200.00</u>
			<u>\$300.00</u>
		Food Truck Inspection (per truck) Required annually - inspection decal provided	\$70.00
		Standpipe—water flow test <u>—site- Review Plans and Inspect</u>	\$380.00 per standpipe
		Water flow test (hydrant) <u>Test Hydrant Pressure</u>	\$200.00 <u>\$150.00</u> per hydrant
		Water flow test hydrant—witness	\$50.00 per hydrant
		Fuel tank fire inspection <u>Review Plans and Inspect fees:</u>	
		Abandonment or removal	\$140.00
		Aboveground	\$140.00
		Underground	\$240.00
		<u>Tenant Improvement fire inspection fees:</u> <u>BDA System – Review Plans and Inspect</u>	<u>\$290.00</u>
		Up to 4,999 sq. ft.	\$320.00
		<u>Fire Pump Installation/Removal – Review Plans and Inspect</u>	<u>\$290.00</u>
		5,000 to 9,999 sq. ft.	\$340.00
		<u>Minimum Reinspection Fee</u>	<u>\$100.00</u>
		Over 10,000 sq. ft.	\$400.00
	(c)	Hourly fire prevention rates.	

		Fire inspector —hourly rate	\$40.00 <u>\$50.00</u>
		Fire Marshal —hourly rate	\$55.00 <u>\$65.00</u>
		There will be no additional charge for a second fire inspection if all fire code violations have been corrected. For a third and subsequent re-inspections due to noncompliance, a fee of double the above fee shall be assessed for each such inspection.	
		All fire prevention fees are due within 30 days of the date of the inspection. Any delinquent accounts will be charged a late fee of \$25.00. Any delinquent accounts past 60 days will be charged double the original fire inspection fee.	
22-26		Surcharge for recovery of cost of hazardous substance and hazardous waste cleanup; code enforcement, greater of	\$100.00 per day for each day that the bill for such cost remains unpaid or ten percent of the total amount of the bill.

(Res. No. 77-09, § 2, 7-13-2009; Res. No. 42-2010, § 1, 4-26-2010; Res. No. 57-2013, § 1, 6-10-2013; Res. No. [92-2018](#), §§ 1—6, 9-24-2018)

Chapter 30. Parks and Recreational Areas

30-24	Park event fees. See 36-61 et seq., Recreation facility and special events fees.
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(Res. No. [92-2018](#), §§ 1—6, 9-24-2018)

Chapter 32. Planning and Development

32-2	Application Type	Fee
	Pre-Application Fee	<u>\$150.00</u>

	Planned unit development (PUD)—Rezoning designation	\$3,638.00
	Planned unit development amendment (PUD) (major)	\$3,195.00
	Planned unit development amendment (PUD) (minor)	\$2,130.00
	Urban planned unit development (PUD) containing a maximum of 5 bungalow residential units	\$1,523.00
	Major development plan (site)	\$2,130.00
	Minor development plan (site)	\$1,703.00
	Residential development plan	\$852.00
	Amendment to approved site plan	\$852.00
	Plat	\$852.00
	Large scale comprehensive plan amendment	\$2,130.00
	Small scale comprehensive plan amendment	\$1,864.00
	Land development code text amendment	\$1,065.00
	Zoning map change—Rezoning non-PUD	\$1,065.00
	Major conditional use	\$1,598.00
	Minor conditional use	\$532.00
	Urban code major conditional use	\$1,598.00
	Urban code minor conditional use	\$532.00
	S.E. Ocean Boulevard overlay zone major conditional use	\$1,598.00
	S.E. Ocean Boulevard overlay zone minor conditional use	\$532.00
	East Stuart Code major conditional use	\$1,598.00
	East Stuart Code minor conditional use	\$532.00
	Annexation (single family residential)	No fee
	Annexation (governmental or non-taxable entity)	No fee
	Annexation (small scale improved property less than 10 acres)	\$1,864.00

	Annexation (other not listed)	\$2,130.00
	Variance—Board of adjustment	\$852.00
	Variance—Administrative	\$104.00 <u>\$500.00</u>
	Letter of determination—Binding	\$319.00
	Letter of determination—Zoning	\$42.00 <u>\$100.00</u>
	Mural permit	\$254.00
	Revocable permit—City manager (residential)	\$104.00
	Revocable permit—City commission (commercial)	\$260.00
	Administrative appeal	\$425.00
	Application for award of floor space for consumption on premises (COP) of alcoholic beverages in the old downtown district	\$1,015.00
	Right-of-way abandonment (+ appraised value)	\$799.00
	Doggy dining application	\$112.00
	Doggy dining renewal	\$25.00
	Zoning review fee	<u>\$45.00</u>
	Zoning reinspection fee	<u>\$45.00</u>
	Zoning inspection fee	<u>\$45.00</u>
	Zoning reinspection fee	<u>\$45.00</u>
	Tree removal permit fee	<u>\$100.00</u>

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	Plan review resubmittal, 25 percent of the initial review fee in the event modifications are added by the applicant during the review process or after issuance of the building permit or in the event a third plan review is necessary because of the failure of the applicant to adequately respond to plan review comments of the city development department.	
	Unless otherwise provided by resolution of the city commission, fees set forth in this section shall be increased effective October 1 each year by the lesser of three percent or the Consumer Price Index published by the U.S. Department of Labor, U.S. city average, all items. The computed amount shall be rounded downward to the nearest whole dollar amount.	

32-166	Preliminary plans and specifications deposit	\$2,000.00
32-168	Procedures on approval of final plans and specifications, inspection fees:	
	a. Water distribution	Four percent of estimated construction cost with \$500.00 minimum per project
	b. Sewage collection	Five percent of estimated construction cost with \$750.00 minimum per project

(Res. No. 57-2013, § 1, 6-10-2013; [Res. No. 38-2014, § 1, 7-28-2014](#); Res. No. [69-2017](#), § 1, 6-12-2017; Res. No. [92-2018](#), §§ 1—6, 9-24-2018; Res. No. [37-2019](#), § 1, 3-25-2019; Res. No. [81-2019](#), § 2, 9-23-2019)

Chapter 34. Solid Waste

34-5	Solid waste collection charges.
(1) Residential:	
	Single-family, duplex, and triplex buildings: \$23.22 for each dwelling unit.
	Multifamily (four or more units); commercial rate.

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	Residential buildings using a dumpster shall be billed as a commercial consumer. Where vehicle access is not available, carts shall be used and the consumer shall be billed as a commercial consumer.
	(2) Commercial (all nonresidential uses): The fee for all nonresidential uses shall be \$55.28 per weekly picked up multiplied by cubic yard of garbage as set forth in the following schedule:

Number of Pickups per Week

Container Size (cubic yards)	One	Two	Three	Four	Five	Six
½	\$27.64	\$55.28	\$82.92	\$110.56	\$138.20	\$165.84
1	\$55.28	\$110.56	\$165.84	\$221.12	\$276.40	\$331.68
2	\$110.56	\$221.12	\$331.68	\$442.24	\$552.80	\$663.36
3	\$165.84	\$331.68	\$497.52	\$663.36	\$829.20	\$995.04
4	\$221.12	\$442.24	\$663.36	\$884.48	\$1,105.60	\$1,326.72
6	\$331.68	\$663.36	\$995.04	\$1,326.72	\$1,658.40	\$1,990.08
8	\$442.24	\$884.48	\$1,326.72	\$1,768.96	\$2,211.20	\$2,653.44

Unless otherwise determined by the city utilities & engineering director, the cubic yardage of garbage shall be the cubic yardage of the container used.

(3) Home occupational businesses: Home occupational businesses using 90-gallon containers shall be charged the residential rate plus an additional rate not to exceed \$55.28 per container based on the volume of waste generated by each home business as determined by the supervisor.

(4) Commercial roll-off/compactor: The fees for all commercial roll-off/compactor services shall be calculated based on the actual tipping fee and pull rate as set forth in the following schedule:

Container Size (cubic yards)	Fee per Pickup
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10 yards	\$203.72
20 yards	\$217.76
30 yards	\$231.82
40 yards	\$245.86
Compactor	\$323.13

(5) Voluntary commercial recycling: Commercial consumers may elect to participate in a voluntary recycling program. The voluntary program will be established through solid waste audits. Commercial consumers must adhere to the audited findings and will not be eligible for a reduced commercial rate should future audits determine the commercial consumer has failed to recycle materials identified in the audit.

(6) Commercial recycling: The fee for all commercial uses shall be \$27.66 per weekly pickup multiplied by cubic yard of recycling materials as set forth in the following schedule:

Number of Pickups per Week						
Container Size (cubic yards)	One	Two	Three	Four	Five	Six
½	\$ 13.83	\$ 27.66	\$ 41.49	\$ 55.32	\$ 69.15	\$ 82.98
1	\$ 27.66	\$ 55.32	\$ 82.98	\$ 110.64	\$ 138.30	\$ 165.96
2	\$ 55.32	\$ 110.64	\$ 165.96	\$ 221.28	\$ 276.60	\$ 331.92
3	\$ 82.98	\$ 165.96	\$ 248.94	\$ 331.92	\$ 414.90	\$ 497.88
4	\$ 110.64	\$ 221.28	\$ 331.92	\$ 442.56	\$ 553.20	\$ 663.84
6	\$ 165.96	\$ 331.92	\$ 497.88	\$ 663.84	\$ 829.80	\$ 995.76
8	\$ 221.28	\$ 442.56	\$ 663.84	\$ 885.12	\$ 1,106.40	\$ 1,327.68

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(7) Commercial Garbage Reduced Rate (recycling credit): The recycling credit shall be \$1.00 per weekly pickup multiplied by cubic yard. Therefore, the commercial garbage reduced rate shall be \$ 54.23 per weekly picked up multiplied by cubic yard of garbage as set forth in the following schedule.:

Number of Pickups per Week						
Container Size (cubic yards)	One	Two	Three	Four	Five	Six
½	\$ 27.12	\$ 54.23	\$ 81.35	\$ 108.46	\$ 135.58	\$ 162.69
1	\$ 54.23	\$ 108.46	\$ 162.69	\$ 216.92	\$ 271.15	\$ 325.38
2	\$ 108.46	\$ 216.92	\$ 325.38	\$ 433.84	\$ 542.30	\$ 650.76
3	\$ 162.69	\$ 325.38	\$ 488.07	\$ 650.76	\$ 813.45	\$ 976.14
4	\$ 216.92	\$ 433.84	\$ 650.76	\$ 867.68	\$ 1,084.60	\$ 1,301.52
6	\$ 325.38	\$ 650.76	\$ 976.14	\$ 1,301.52	\$ 1,626.90	\$ 1,952.28
8	\$ 433.84	\$ 867.68	\$ 1,301.52	\$ 1,735.36	\$ 2,169.20	\$ 2,603.04

(8) Commercial extra pickup fees: The fee for an extra pickup on a commercial dumpster shall be based on the container size as set forth in the following schedule:

Container Size (cubic yards)	Fee per Extra Pickup
2	\$146.27
3	\$201.55
4	\$256.83
6	\$367.40
8	\$477.96

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(9) Commercial recycle extra pickup fees: The fee for an extra pickup on a recycling dumpster shall be based on the container size as set forth in the following schedule:

Container Size (cubic yards)	Fee per Extra Pickup
2	\$91.01
3	\$118.67
4	\$146.34
6	\$201.65
8	\$256.97

(10) Commercial extra pickup fees with recycle service: The fee for an extra pickup on a commercial dumpster where the consumer also has recycle service shall be based on the container size as set forth in the following schedule:

Container Size (cubic yards)	Fee per Extra Pickup
2	\$144.17
3	\$198.40
4	\$252.63
6	\$361.10
8	\$469.56

(11) Commercial cleanup fees: The fee for cleaning up loose debris surrounding a commercial dumpster shall be based on the container size as set forth in the following schedule:

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Container Size (cubic yards)	Fee per Cleanup
2	\$25.54
3	\$38.28
4	\$51.06
6	\$76.58
8	\$102.10

(12) Commercial recycle cleanup fees: The fee for cleaning up loose debris surrounding a recycling dumpster shall be based on the container size as set forth in the following schedule:

Container Size (cubic yards)	Fee per Cleanup
2	\$12.76
3	\$19.13
4	\$25.52
6	\$38.27
8	\$51.03

(13) Commercial cleanup fees with recycle service: The fee for cleaning up loose debris surrounding a commercial dumpster where the consumer also has recycle service shall be based on the container size as set forth in the following schedule:

Container Size (cubic yards)	Fee per Cleanup
2	\$22.74

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3	\$34.11
4	\$45.49
6	\$68.23
8	\$90.96

(14) Trash pickup fees: The fee for all trash pickup fees shall be based on the load size as set forth in the following schedule:	
Load Size	Fee
¼ load = 6 cu yds	\$42.39
½ load = 12 cu yds	\$84.78
¾ load = 18 cu yds	\$127.16
Full load = 24 cu yds	\$169.55

(15) Commercial trash pickup minimum fee: The minimum fee for any commercial trash pickup regardless of size shall be no less than a one-fourth load.
(16) Yard trash generated by landscaping business: In addition to the fee based on load size there shall be an additional \$66.53 fee for removal of yard trash generated by any landscaping business.
(17) Residential deposits: Residential consumers shall pay a \$50.00 deposit to the city upon commencement of a new or re-established containerized service. This deposit shall be returned to the payer upon termination of the solid waste removal service by the city, the payment of all charges due, and return of the container in good and sanitary condition.
(18) Commercial and multifamily deposits: Commercial and multi-family consumers shall pay a deposit equal to three months estimated service charge upon the commencement of new or re-established service. This deposit shall be returned to the payer upon (i) termination of the solid waste removal service by the city; and (ii) the payment of all outstanding amounts due to the city for any and all goods and services, taxes, or assessments; and (iii) the return of the container in good and sanitary condition. In the event that a consumer has an outstanding balance to the city for any goods and services, taxes or assessments, the consumer deposit shall be applied to the extent of the amount owed.

(19) Roll-off container deposits: Commercial roll-off container consumers shall pay a deposit of \$500.00 upon the commencement of new or re-established service. The deposit will be waived for all existing accounts in good standing. This deposit shall be returned to the payer upon (i) termination of the solid waste removal service by the city; and (ii) the payment of all outstanding amounts due to the city for any and all goods and services, taxes, or assessments; and (iii) the return of the container in good and sanitary condition. In the event that a consumer has an outstanding balance to the city for any goods and services, taxes or assessments, the consumer deposit shall be applied to the extent of the amount owed.		
(20) Roll-off compactor deposits: Commercial and multifamily consumers shall pay a deposit of \$1,000.00 upon the commencement of new or re-established service. This deposit shall be returned to the payer upon (i) termination of the solid waste removal service by the city; and (ii) the payment of all outstanding amounts due to the city for any and all goods and services, taxes, or assessments; and (iii) the return of the container in good and sanitary condition. In the event that a consumer has an outstanding balance to the city for any goods and services, taxes or assessments, the consumer deposit shall be applied to the extent of the amount owed.		
(21) Accounting charge: There shall be a charge of \$34.00 to establish an account for sanitation service only. After disconnection, a sanitation service shall not again be established without payment of all outstanding sanitation service charges and fees due to the city.		
(22) No partial service: As a condition of service provided by the city, a consumer may not request to discontinue sanitation service without requesting all services provided by the city be discontinued.		
(23) New container service fee: A new container service fee of \$15.00 shall be charged for the delivery of a new or different dumpster requested by the consumer. A fee of \$75.00 shall be charged for the installation of casters on dumpsters.		
(24) Roll-off/compactor service fee: A new roll-off/compactor service fee of \$100.00 shall be charged for the delivery of a new roll-off/compactor.		
(25) Delinquent account service charge: A bill shall be deemed delinquent if not paid within 30 days of mailing. After 30 days of the date of mailing, the city shall charge one and one-half percent interest monthly or fraction thereof on the amount of a delinquent balance of \$15.00 or more of charges due the city for the service.		
(26) Key-operated dumpster charge: There shall be a charge of \$56.00 for installation by the city of a locking device for a key-operated dumpster.		
(27) Inaccessible dumpster or roll-off/compactor: There shall be a charge of \$15.00 for each return trip necessitated by an inaccessible dumpster and a charge of \$135.00 for each return trip necessitated by an inaccessible roll off/compactor.		
(28) Change in billing charge: There shall be a charge of \$34.00 per unit for any change in service requested by the consumer which requires a corresponding change in the manner or amount of billing by the city.		
(29) Dumpster cleaning by city charge: In the event the consumer fails to clean an unsanitary dumpster or roll-off/compactor after five days' notice to do so by the city, the city shall clean the dumpster and shall charge the consumer a fee of \$75.00, and \$100.00 for roll-off/compactors.		

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(30) Relocation charge: In the event the consumer requests a relocation of a roll-off/compactor the city shall charge the consumer \$75.00 per occurrence.

(31) Loss of container: The consumer is solely responsible and liable for the loss of any roll-off, compactor, dumpster, or cart provided by the city, regardless of cause, including theft, damage, and vandalism. The city shall charge the consumer the actual cost of repair and/or replacement.

(Res. No. 79-08, § 1, 7-14-2008; Res. No. 96-08, § 1, 9-8-2008; Res. No. 36-2010, § 1(Exh. A), 4-26-2010; Res. No. 51-2011, § 1(Exh. A), 6-27-2011; Res. No. 84-2012, § 1(Exh. A), 9-10-2012; Res. No. 57-2013, § 1, 6-10-2013; Res. No. 112-2013, § 1(Exh. A), 9-23-2013; [Res. No. 86-2014, § 2\(Exh. A\), 9-20-2014](#) ; [Res. No. 93-2015, § 1\(Exh. A\), 9-28-2015](#) ; [Res. No. 84-2016, § 1\(Exh. A\), 9-12-2016](#) ; Res. No. [119-2017](#) , § 1(Exh. A), 9-25-2017; Res. No. [92-2018](#) , §§ 1—6, 9-24-2018; Res. No. [81-2019](#) , § 5, 9-23-2019)

Chapter 36. Streets, Sidewalks and Other Public Places

36-2	Privilege fee for abandoning public property, minimum	\$500.00
36-61 et seq.	Recreation facility and special events fees	
36-62	Unpermitted Activities	\$250.00

<i>East 10th Street Community Center</i>		
<i>Rooms</i>	<i>Fees</i>	<i>Damage Deposit</i>
NOTE: Damage Deposits for all rentals will apply if facilities are not returned to their original condition.		
10th Street—Multipurpose room (capacity 50—100 lecture style)	\$30.00/hr.	\$200.00
10th Street—Meeting room (capacity 50 lecture style)	\$25.00/hr.	\$100.00
10th Street—Daily rate \$300.00 continuous hours of no more than 12 hours	\$300.00	\$200.00

10th Street—Bereavement rate	<u>\$25.00/hr. First four (4) hours free, \$25.00/hr. each hour thereafter, up to four (4) additional hours.</u>	<u>NA \$200.00</u>
Stuart Shuffleboard		
Shuffleboard Court Rental Per 3-Hour Period	\$25.00	<u>N/A</u> \$25.00
Shuffleboard Building Per 3-Hour Period (Monday-Friday)	\$25.00	\$100.00
Shuffleboard Building (Saturday-Sunday)	\$250.00	\$100.00
Tenant Users Liability Insurance Protection (TULIP)	\$120.00	
<u>Shuffleboard Building Per Hour (Sunday-Friday)</u>	<u>\$25.00</u>	<u>\$100.00</u>
<u>Shuffleboard Building (Saturday)</u>	<u>\$250.00</u>	<u>\$100.00</u>
<u>Tenant Users Liability Insurance Protection (TULIP)</u>	<u>\$120.00</u>	<u>N/A</u>
Miscellaneous Charges		
Late fee (begins 15 minutes after scheduled event end-time)	After the first 15 minutes, \$25.00 per 15 minutes or any increment thereof	
Kitchen use (in addition to building rental)	\$25.00 (one-time fee)	<u>N/A</u>
-Kitchen Room Rental	\$25.00 per hour	\$100.00
Community days (based on availability) for 501(c) organizations	1 per a month (6:00 p.m.—9:00 p.m. only)	<u>N/A</u>
Game Room Use	One-Time Fee	\$25.00

<i>Athletic Field Rental Fees</i>		
<i>Use</i>	<i>Fees</i>	<i>Duration</i>
<u>Annual Field Use Retainer Free for sports users</u>	<u>\$200.00</u>	<u>Per Annum (yearly)</u>
<i>Sailfish Ball Park</i>		
Softball/baseball field #1—4 reservations	\$25.00 per field (three hrs.)	3 hours
Additional hours of use	\$10.00 per field	Per hour
Tennis courts	Free <u>if not instructional or tournament</u>	N/A
<i>Athletic Facilities/Guy Davis Park</i>		
Baseball/soccer/football field reservations	\$25.00 per field (three hrs.)	3 hours
Additional hours of use	\$10.00 per field	Per hour
Tennis courts	Free <u>if not instructional or tournament</u>	N/A
Concession stand	\$25.00	3 hours
<i>Field Lighting Charges</i>		
Softball/baseball field	\$10.00 per field	Per hour
Soccer/football field	\$10.00 per field	Per hour
Softball/baseball field	<u>Per 3-hours</u>	\$25.00
Soccer/football field	Per 3-hours	\$25.00
Light use in excess of 3-hours (in addition to hourly rate) All uses will be calculated per 30-minute increments	Per 3-hours	\$25.00
<i>Field Lining Charges</i>		

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Baseball/softball/kickball	\$25.00 per field	Per request
Soccer	\$125.00 per field	Per request
Football/lacrosse	\$150.00 per field	Per request
<i>Tournament Fees</i>		
Basketball Tournaments	\$100.00 per courts <u>per court</u> /per day	\$150.00 deposit. Refundable or can be applied to any additional fees incurred
Baseball/softball fields	\$175.00 (2 fields)	Per day (does not include lining or lighting)
Additional baseball/softball fields	\$100.00 per field	Per day (does not include lining or lighting)
Soccer/football/lacrosse/rugby	\$100.00 per field	Per day (does not include lining or lighting)
Staffing fees incurred after normal hours	\$25.00 per hour	Per employee, per day (can be paid out of tournament deposit)
Concession	\$100.00	Per use, <u>per day</u>
Tennis/racquet courts (Tournament/instructional) (3 hour block)— Rental for <u>Hourly Rental</u> (Tournament/instructional)	\$25.00 <u>\$10.00</u>	3 hours <u>Per hour</u>

The City Manager (or designee) reserves the right to enter into collaborated agreements with qualified 501(c)3 organizations and offer priority scheduling.

<i>Park/Pavilion Rentals</i>		
<i>Park</i>	<i>Fees</i>	<i>Description</i>
Flagler Park pavilion 1	\$85.00/day	Large 34'x34' with five picnic tables

Flagler Park pavilion 2	\$35.00/day	Small 17'x17' with one picnic table
Flagler Park pavilion 3	\$35.00/day	Small 17'x17' with one picnic table
Flagler Park pavilion 4	\$35.00/day	Small 17'x17' with one picnic table
Flagler Park pavilion 5	\$85.00/day	Large 21'x6' with four picnic tables
Basketball Courts. (Flagler and Davis Dome) Rental is for tournaments, instruction, and private parties. All other times are for recreational play Activities other than sporting activities at Davis Dome require a special events permit.	3-hour block. 1 hour	\$25.00 \$10.00
Shepard Park pavilion 1	\$85.00/day	Large 24'x30' with four picnic tables
Kiwanis Park pavilion—Thelma	\$85.00/day	Large 24'x24' with four picnic tables
Kiwanis Park pavilion—William	\$85.00/day	Large 24'x24' with four picnic tables
Memorial Park pavilion 1	\$55.00/day	Medium 20'x20' with two picnic tables
Memorial Park pavilion 2	\$55.00/day	Medium 20'x20' with two picnic tables
Memorial Park pavilion 3	\$35.00/day	Small 12'x12' with one picnic table
Memorial Park pavilion 4	\$35.00/day	Small 12'x12' with one picnic table
Memorial Park pavilion 5	\$35.00/day	Small 12'x12' with one picnic table

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MLK pavilion 1	\$55.00/day	Medium 18'x24' with two picnic tables
Poppleton Creek Park pavilion 1	\$55.00/day	Medium 32'x32' with three picnic tables
Poppleton Creek Park pavilion 2	\$55.00/day	Medium 32'x32' with three picnic tables
10 th St. Guy Davis Park pavilion 1	\$55.00/day	Medium 20'x20' with two picnic tables
Haney Creek Park pavilion 1	\$55.00/day	Medium 32'x32' with three picnic tables
Riverwalk stage	Free	N/A
Memorial Park wedding bridge	Free	N/A
Bandshell	\$25.00/day	N/A
Gazebo	\$25.00/day	N/A

Events that exceed the pavilion area may require a special event permit.

<i>Special Events Fees and Charges</i>	
<i>Private/Public Property Special Event Fees</i>	<i>Fees</i>
Application fee (non-refundable)	\$25.00
Late submission fee	\$10.00 per day after deadline
<i>Fire Inspection (Tents)</i>	
One tent	\$100.00
Two to five tents	\$200.00

Six or more tents, including but not limited to those in exhibits, trade shows and festivals		\$300.00
<i>Private Property Fee and Attendance</i>		
All events	\$50.00	N/A
<i>Public Property Level and Attendance</i>		
Level 1 - 25—100	\$75.00	\$100.00
Level 2 - 101—500	\$150.00	\$200.00
Level 3 - 501—1,000	\$300.00	\$400.00
Level 4 - 1,001—5,000	\$400.00	\$800.00
Level 5 - 5,001 or more	\$600.00	\$2,000.00
<i>Banner Fees</i>		
Event banner 4'x6' (non-profit organizations and community events only)	\$25.00 each (two max)	10-day limit
Grand opening event banner	\$25.00 (one max)	30-day limit
Street pole banner (pennant) (non-profit organizations and community events only)	\$8.00 each (30 max)	30-day limit
Advertising banner at fields	\$500.00 (per banner)	Per six Six (6) months
Downtown Wayfinding Signs	Annual Fee per sign	\$100.00
Downtown Wayfinding Signs	Relocation Fee	\$25.00
Downtown wayfinding signs – application fee	\$50.00 per sign	N/A
Tram advertising banners	\$200.00 (per banner)	Per month, minimum of <u>three</u> (3)-months
Fire Rescue Special Event Coverage – <u>Personnel and Apparatus</u>		

Personnel:		
Firefighter/EMT	\$50.00/hr.	
Firefighter/Paramedic	\$55.00/hr.	
Lieutenant/Paramedic	\$60.00/hr.	
Administrative fee (processing fee/coordination/planning)	\$10.00	
Safety inspection	\$35.00	
Ambulance	\$42.00/hr.	
Fire Engine	\$81.00/hr.	
Ladder Truck	\$125.00/hr.	
Fire Rescue Event Cart	\$35.00/hr.	
Brush Truck	\$75.00/hr.	
Sanitation		
95-gallon green carts for event; one per every 100 participants or less	\$1025.00 per <u>for the first 95-gallon green cart;</u> <u>\$7.00 per cart thereafter</u>	Includes delivery and cleaning
Dumpster: 500 participants or less; four cubic yards	\$140.00	Includes delivery and cleaning
Dumpster: 500—1,000 participants <u>participants</u> ; eight cubic yards	\$180.00	Includes delivery and cleaning
Dumpster: 1,000 participants or more; eight cubic yards per 1,000 participants	\$180.00 each	Includes delivery and cleaning
Recycle carts	No charge	Includes delivery and cleaning
Administrative fee	\$25.00	
Public Works		
Barricades (with flasher) <u>(up to 5 per day)</u>	\$320.00 per barricade <u>for the first</u> /per day. Minimum 5 barricades <u>\$2.00 per additional barricade/per day.</u>	
Cones <u>(up to 10 per day)</u>	\$2.00 <u>20.00 per cone</u> <u>for the first</u> /per day. Minimum 10 cones <u>\$1.00 per additional cone/per day.</u>	
Light towers <u>(1 per day)</u>	\$80 <u>100.00</u> per day/each	

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Message boards (1 <u>per day</u>) (<u>road closure only</u>)	\$ 55 <u>100</u> .00 per day	
Directional/arrow boards (1)	\$ 40 <u>50</u> .00 per day	
Bleachers	\$ 80 <u>100</u> .00 per day/each	Includes delivery
Administrative fee	\$25.00	
Tram	\$20.00 per hour	<u>Two</u> - hour s minimum
<i>Recreation Center Closings</i>	\$400.00 per day	

The City manager (or designee) reserves the right to exempt certain activities from a level 1 special event.

<i>Special Events Additional Fees Extra Duty Police</i>	<i>Fees</i>	
Police officer	\$50.00 per hour/per officer plus, administrative fee	Two-hour minimum
Event commander (required with five or more simultaneous officers)	\$55.00 per hour/per officer plus, administrative fee	Two-hour minimum
Holiday Extra duty Police officer pay July 4 th , Halloween, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas, New Year's Eve	\$60.00 per hour/per officer plus, administrative fee	Two-hour minimum
Holiday Event commander (required with five or more simultaneous officers) July 4 th , Halloween, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas, New Year's Eve	\$65.00 per hour/per officer plus, administrative fee	Two-hour minimum
<u>Police Boat</u>	<u>\$23.00 per hour / per officer plus, administrative fee</u>	<u>Two-hour minimum</u>
Administrative fee (processing fee/coordination/planning)	\$7.00 <u>per hour</u>	

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The city reserves the right to deny any special event application or request that either competes directly or indirectly with annual events that regularly occur within the city.

36-102	Application fee for revocable permits to use public right-of-way	
	If the permit is to be issued by the city manager	\$102.00
	If city commission approval is required	\$256.00
36-179	Removal of news racks impoundment and storage fee	\$10.00 per day

(Res. No. 230-04; Res. No. 140-07; Res. No. 95-09, 10-26-2009; Res. No. 57-2013, § 1, 6-10-2013; [Ord. No. 59-2015, § 1, 6-22-2015](#); [Res. No. 76-2015, § 1, 8-10-2015](#); Res. No. [92-2018](#), §§ 1—6, 9-24-2018; Res. No. [37-2019](#), § 3, 3-25-2019; Res. No. [81-2019](#), § 3, 9-23-2019)

Chapter 40. Traffic and Vehicles

40-44	Parking permit fees	
	Permanent resident	\$450.00 per year (equals \$1.23 per night)
	Temporary resident	\$60.00 per month, up to six months (equals \$1.93 per night)
	Transient permits	\$3.00 per permit, per night
40-129	Removal of motor vehicle immobilization device charge	\$100.00
40-151	Initial inspection/permit of golf cart	\$100.00
40-151	Bi-annual permit renewal of golf cart	\$50.00

([Res. No. 79-2015, § 1, 9-24-2015](#); [Res. No. 82-2016, § 2, 8-22-2016](#); Res. No. [92-2018](#), §§ 1—6, 9-24-2018)

Chapter 42. Utilities

42-3	Utilities charges.
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- (1) *Deposit for residential utility service:* A deposit for water service, for sewer service and for water and sewer service shall be charged to new and to reconnected residential water consumers, as follows:

	Inside City		Outside City	
Meter Size	Water	Water/Sewer	Water	Water/Sewer
5/8" x 3/4"	\$65.00	\$130.00	\$85.00	\$170.00
1"	130.00	260.00	175.00	350.00
1½"	300.00	600.00	400.00	800.00
2"	520.00	1,040.00	715.00	1,430.00

- (2) *Deposit for commercial or multifamily utility service:* With the exception of the United States and its agencies, the state and its agencies and political subdivisions, cities, school districts and special districts, a deposit for water service, for sewer service and for water service with sewer service shall be charged of new and of reconnected water consumers as follows:

	Inside City		Outside City	
Meter Size	Water	Water/Sewer	Water	Water/Sewer
5/8" x 3/4"	\$85.00	\$170.00	\$110.00	\$220.00
1"	135.00	270.00	175.00	350.00
1½"	300.00	600.00	400.00	800.00
2"	520.00	1,040.00	715.00	1,430.00
3"	1,190.00	2,380.00	1,465.00	2,930.00
4"	2,125.00	4,250.00	2,835.00	5,670.00
6"	4,775.00	9,550.00	6,375.00	12,750.00
8"	6,375.00	12,750.00	8,385.00	16,770.00
10"	8,510.00	17,020.00	11,130.00	22,260.00

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- (3) *Deposit Waiver.* A residential applicant may be eligible for a deposit waiver if the property owner has established a satisfactory payment record of all city utility charges for the preceding 23 months within 20 days of mailing. Utility service deposits for residential tenants and commercial consumers will not be refunded until the water and sewer services are terminated.
- (4) *Charges for water service:* The monthly base fee and consumer service charge shall be made for water service as follows:
- a. *Residential domestic.*

	Inside City	Outside City
Monthly base fee	\$17.07	\$21.34
Monthly consumer service charge	\$2.39	\$2.98

- b. *Residential irrigation.*

	Inside City	Outside City
Monthly base fee	\$17.07	\$21.34
Monthly consumer service charge	\$2.39	\$2.98

- c. *Multifamily domestic.*

	Inside City	Outside City
Monthly base fee (per unit)	\$12.80	\$16.01
Monthly consumer service charge	\$2.39	\$2.98

- d. *Commercial domestic.* Monthly base fees are based on meter size and are derived according to the values in the chart below:

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Meter Size	ERCs	Inside City	Outside City
5/8" x 3/4"	1.0	\$17.07	\$21.34
1"	2.5	\$42.68	\$53.35
1½"	5.8	\$99.00	\$123.77
2"	8.0	\$136.55	\$170.71
3"	15.0	\$256.05	\$320.10
4"	25.0	\$426.74	\$533.48
6"	50.0	\$853.45	\$1,066.96
8"	80.0	\$1,365.52	\$1,706.85
10"	115.00	\$1,962.86	\$2,454.00

Commercial Domestic Consumer Service Charge

		Inside City	Outside City
Monthly consumer service charge		\$2.39	\$2.98

e. *Commercial irrigation.* Monthly base fees are based on meter size and are derived according to the values in the chart below:

Meter Size	ERCs	Inside City	Outside City
5/8" x 3/4"	1.0	\$ 17.07	\$ 21.34
1"	2.5	\$ 42.68	\$ 53.35
1½"	5.8	\$ 99.00	\$ 123.77
2"	8.0	\$ 136.55	\$ 170.71

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3"	15.0	\$ 256.05	\$ 320.10
4"	25.0	\$ 426.74	\$ 533.48
6"	50.0	\$ 853.45	\$ 1,066.96
8"	80.0	\$ 1,365.52	\$ 1,706.85
10"	115.00	\$ 1962.86	\$ 2,454.00

		Inside City	Outside City
Monthly consumer service charge		\$ 2.39	\$ 2.98

(5) *Monthly volume charge (per thousand gallons):*

a. *Residential domestic.*

	Inside City	Outside City
1—4,000 gallons	\$ 3.73	\$4.66
4,001—8,000 gallons	\$ 3.91	\$ 4.90
8,001—12,000 gallons	\$ 6.74	\$ 8.43
12,001—25,000 gallons	\$ 7.85	\$ 9.84
25,001 gallons and above	\$ 8.95	\$ 11.19

b. *Residential irrigation:*

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	Inside City	Outside City
1—13,000 gallons	\$ 7.85	\$ 9.84
13,001 gallons and above	\$ 8.95	\$ 11.19

c. *Multifamily domestic (per unit).*

	Inside City	Outside City
1—3,000 gallons	\$ 3.73	\$ 4.66
3,001—6,000 gallons	\$ 3.91	\$ 4.90
6,001—9,000 gallons	\$ 6.74	\$ 8.43
9,001—18,500 gallons	\$ 7.85	\$ 9.84
18,501 gallons and above	\$ 8.95	\$ 11.19

d. *Commercial domestic (tied to system average).*

	Inside City	Outside City
Per thousand gallons	\$ 4.76	\$ 5.94

e. *Commercial irrigation (based on meter size, ERC factor multiplied by 13,000 gallons).*

	ERCs	Inside City	Outside City
5/8 x 3/4-inch meter			
1—13,000 gallons	1.0	\$ 7.85	\$ 9.84

13,001 gallons and above	1.0	\$ 8.95	\$ 11.19
1-inch meter			
1—32,500 gallons	2.5	\$ 7.85	\$ 9.84
32,501 gallons and above	2.5	\$ 8.95	\$ 11.19
1½-inch meter			
1—75,400 gallons	5.8	\$ 7.85	\$ 9.84
75,401 gallons and above	5.8	\$ 8.95	\$ 11.19
2-inch meter			
1—104,000 gallons	8.0	\$ 7.85	\$ 9.84
104,001 gallons and above	8.0	\$ 8.95	\$ 11.19
3-inch meter			
1—195,000 gallons	15.0	\$ 7.85	\$ 9.84
195,001 gallons and above	15.0	\$ 8.95	\$ 11.19
4-inch meter			
1—325,000 gallons	25.0	\$ 7.85	\$ 9.84
325,001 gallons and above	25.0	\$ 8.95	\$ 11.19
6-inch meter			
1—650,000 gallons	50.0	\$ 7.85	\$ 9.84
650,001 gallons and above	50.0	\$ 8.95	\$ 11.19
8-inch meter			
1—1,040,000 gallons	80.0	\$ 7.85	\$ 9.84
1,040,001 gallons and above	80.0	\$8.95	\$ 11.19
10-inch meter			
1—1,495,000 gallons	115.00	\$ 7.85	\$ 9.84

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1,495,001 gallons and above	115.00	\$ 8.95	\$ 11.19
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(6) A water system tapping charge shall be made for water service connections:

Meter	Inside City	Outside City
3/4"	\$472.39	\$552.19
1"	\$ 636.45	\$ 756.45
1½"	\$ 816.45	\$ 982.08
2"	\$ 1,199.88	\$ 1,460.73

(7) *Charges for sewer service.* The monthly base fee shall be made for sewer service as follows:

a. *Residential.*

	Inside City	Outside City
Single-family	\$ 8.08	\$ 10.11
Multifamily (per unit)	\$ 6.00	\$ 7.52

b. *Commercial.* Derived according to the chart below.

Meter	ERCs	Inside City	Outside City
5/8" x 3/4"	1.0	\$ 8.08	\$ 10.11
1"	2.5	\$ 20.21	\$ 25.28
1½"	5.8	\$ 46.90	\$ 58.61

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2"	8.0	\$ 64.69	\$ 80.86
3"	15.0	\$ 121.28	\$ 151.61
4"	25.0	\$ 202.15	\$ 252.68
6"	50.0	\$ 404.29	\$ 505.38
8"	80.0	\$ 646.88	\$ 808.59
10"	115.0	\$ 929.88	\$ 1,162.35

(8) *Monthly consumer service charge:*

	Inside City	Outside City
All consumers	\$ 1.48	\$ 1.86

(9) *Monthly volume charge (per thousand gallons):* For residential and multifamily consumers, there will be no additional charge for wastewater sewer service above 12,000 gallons per month per residential dwelling unit and 8,800 gallons per month per multifamily dwelling unit.

a. *Residential.*

	Inside City	Outside City
1—12,000 gallons	\$ 7.88	\$9.87

b. *Multifamily.*

	Inside City	Outside City
1—8,800 gallons per unit	\$ 7.88	\$ 9.87

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c. *Commercial.*

	Inside City	Outside City
Per thousand gallons	\$ 7.88	\$ 9.87

(10) *Reclaimed water rates (per thousand gallons):*

1—100,000 gallon—Daily	\$ 2.66
100,000 gallons and up including multiple parcels—Daily	\$ 0.60

- (11) *Accounting charge:* There shall be a charge of \$34.00 to establish an account for water service.
- (12) *Disconnection charge:* There shall be a charge of \$34.00 to reestablish any water service that has been disconnected for nonpayment. After disconnection, a water meter shall not be again connected without payment of all outstanding utility related charges, fees and/or additional deposits due to the city.
- (13) *Same day service charge:* There shall be a charge of \$34.00 to perform any same day utility related service call that occurs after 2:00 p.m. of the same day the request was issued by the customer.
- (14) *Meter rereads and leak inspection charge:* There shall be a service charge of \$15.00 for a special inspection for a meter reread or for a leak inspection requested by a consumer. A reread of a meter due to an error in the initial meter reading shall be performed by the city without charge. A leak inspection charge shall not be charged if a leak is found in city-maintained facilities.
- (15) *Delinquent utility service account charge:* A bill shall be deemed delinquent if not paid within 30 days of mailing. After 30 days of the date of mailing, the city shall charge to such account one and one-half percent interest monthly on each delinquent balance of charges due the city for water and sewer service on the amount of a delinquent balance of \$15.00 or more.

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- (16) *Service call charge:* Except as otherwise provided herein, when the city is requested by a consumer to respond to a problem not caused by the city, the city shall charge the consumer \$34.00 for all necessary labor, materials, and indirect costs to respond actually incurred by the city.
- (17) *Meter calibration test:* At the request of a consumer, the city will test a water meter to determine if it is operating accurately within an allowable tolerance of plus or minus two percent of actual flow. In the event a consumer has been overcharged due to a faulty meter, the previous six bills shall be examined and adjusted accordingly. For a meter determined to be within allowable tolerance, the following meter test charges shall apply:
- ¾" — 2" meter\$25.00
3" — 8" meter \$50.00
- (18) *Damage repair:* Damage caused by the failure of a consumer or contractor to properly locate and isolate water, sewer, or reclaimed water facilities shall be repaired by the city and charged to the consumer or contractor who caused the damage. Charges shall include all materials, labor, and equipment required to make the repair as well as mobilization to and demobilization from the site.
- (19) *Annual rate adjustment:* The city manager may adjust the monthly base charge and monthly volume charge for water service, and the monthly base charge and monthly volume charge for sewer service, to reflect changes in operating costs without further action by the city commission. Prior to implementation thereof, notice of such rate adjustments shall be promptly provided by the city manager to the city commission. The city manager shall utilize the "price increase or decrease index" for major categories of utility operating costs which is annually adopted by the Florida Public Service Commission as required by F.S. § 367.081(4)(a). The rate adjustment shall be based upon the application of the indices within the index to the amount of the major categories of operating costs incurred by the city in providing the water service and sewer service during the immediately preceding calendar year.

42-169	Stormwater system user fees are \$7.00 per equivalent residential unit per month.
	The city manager may adjust the stormwater management system user fee, to reflect changes in operating costs without further action by the city commission. Prior to implementation thereof, notice of such rate adjustments shall be promptly provided by the city manager to the city commission. The city manager shall utilize the "price increase or decrease index" for major categories of utility operating costs which is annually adopted by the Florida Public Service Commission as required by F.S. §367.081(4)(a). The rate adjustment shall be based upon the application of the indices within the index to the amount of the major categories of operating costs incurred by the city in providing the stormwater service during the immediately preceding calendar year.
42-308	Permit fees for privately-owned sewer collection and transmission system:
	(1) \$200.00 additional fee for collection and transmission systems with one or more pump station; and
	(2) \$200.00 per privately-owned collection and transmission system;

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	(3)	Privately-owned collection and transmission systems with lift stations serving more than one building shall be charged \$200.00 for the lift station and \$200.00 for the private collection system.
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(Res. No. 79-08, § 1, 7-14-2008; Res. No. 36-2010, § 1(Exh. B), 4-26-2010; Res. No. 51-2011, § 1(Exh. A), 6-27-2011; Res. No. 89-2011, § 1(Exh. A), 9-26-2011; Res. No. 104-2011, § 1(Exh. A), 11-14-2011; Res. No. 84-2012, § 2, (Exh. A), 9-10-2012; Res. No. 23-2013, § 1(Exh. A), 2-25-2013; Res. No. 57-2013, § 1, 6-10-2013; Res. No. 112-2013, § 1(Exh. A), 9-23-2013; [Res. No. 86-2014, § 2\(Exh. A\), 9-20-2014](#); [Res. No. 93-2015, § 1\(Exh. A\), 9-28-2015](#); [Res. No. 84-2016, § 1\(Exh. A\), 9-12-2016](#); Res. No. [119-2017](#), § 1(Exh. A), 9-25-2017; Res. No. [92-2018](#), §§ 1—6, 9-24-2018; Res. No. [81-2019](#), § 5, 9-23-2019)

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

Meeting Date: 2/12/2024

Prepared by: Jacqui May

Title of Item:

BA#05-2024 AUTHORIZE AND EXPEND FDLE SAFE PROGRAM GRANT (RC):

RESOLUTION No. 22-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT #05-2024 TO THE FISCAL YEAR 2024 OPERATING BUDGET AND AUTHORIZING GRANT EXPENDITURES FOR THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT'S STATE ASSISTANCE FOR FENTANYL ERADICATION (SAFE) IN FLORIDA PROGRAM, PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Florida Department of Law Enforcement (FDLE) State Assistance for Fentanyl Eradication (S.A.F.E.) Program provides grant funds to recipients for the purposes provided for herein, which will benefit the City of Stuart Police Department to conduct investigations and related actions intended to combat illegal fentanyl activity. The City of Stuart Police Department's strategy relating to illegal fentanyl activity will align with the missions of FDLE and the S.A.F.E. Program. The City continues to implement strategies to improve the safety of all residents, through investigation and other actions related to eradicating illegal fentanyl activity; and

The City of Stuart Commission approved application to the FDLE S.A.F.E. Program via Resolution 119-2023 on November 27th, 2023. The City of Stuart, Florida has been awarded grant funds in the amount of \$115,000.00 from the Florida Department of Law Enforcement (FDLE) State Assistance for Fentanyl Eradication (S.A.F.E.) Program.

The City of Stuart, Florida Police Department is a full-service police agency and has full authority to enter into this agreement.

Funding Source:

Grant Funds Received \$115,000 (001-33420-000) State Grant – Public Safety

\$ 83,382.00 (001-56564-190) Equipment

\$ 24,990.12 (001-51514-190) Overtime

\$ 6,627.88 (001-53552-190) Operating Supplies

Recommended Action:

Approve BA# 05; R22-2024

ATTACHMENTS:

1. R22-2024 BA No.5 for FDLE SAFE Grant Award
2. R22 Att.1_R119-2023 Signed
3. R22 Att.2_SAFE Grant Award Notice



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

RESOLUTION NUMBER 22-2024

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA, AUTHORIZING BUDGET
AMENDMENT #05-2024 TO THE FISCAL YEAR 2024
OPERATING BUDGET AND AUTHORIZING GRANT
EXPENDITURES FOR THE FLORIDA DEPARTMENT OF
LAW ENFORCEMENT'S STATE ASSISTANCE FOR
FENTANYL ERADICATION (SAFE) IN FLORIDA
PROGRAM, PROVIDING FOR AN EFFECTIVE DATE AND
OTHER PURPOSES.**

* * * * *

WHEREAS, the Florida Department of Law Enforcement (FDLE) State Assistance for Fentanyl Eradication (S.A.F.E.) Program provides grant funds to Recipients for the purposes provided for herein which will benefit the City of Stuart Police Department to conduct investigations and related actions intended to combat illegal fentanyl activity; and

WHEREAS the City of Stuart Police Department's strategy relating to illegal fentanyl activity will align with the missions of FDLE and the S.A.F.E Program; and

WHEREAS the City continues to implement strategies to improve the safety of all residents, through investigation and other actions related to eradicating illegal fentanyl activity; and

WHEREAS the City of Stuart Commission approved application to the FDLE S.A.F.E. Program via Resolution 119-2023 on November 27th, 2023; and

WHEREAS the City of Stuart, Florida has been awarded grant funds in the amount of \$115,000.00 from the Florida Department of Law Enforcement (FDLE) State Assistance for Fentanyl Eradication (S.A.F.E.) Program; and

WHEREAS, the City of Stuart, Florida Police Department is a full-service police agency and has full authority to enter into this agreement.

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

SECTION 1: The foregoing precatory language is incorporated herein, as if set forth below.

SECTION 2: The City of Stuart Commission authorizes acceptance of reimbursement grant funds in the amount of \$115,000.00 from the Florida Department of Law Enforcement for the SAFE Program:

Grant Funds Received \$115,000 (001-33420-000) State Grant – Public Safety

\$ 83,382.00 (001-56564-190) Equipment

\$ 24,990.12 (001-51514-190) Overtime

\$ 6,627.88 (001-53552-190) Operating Supplies

\$115 ,000.00 Total

SECTION 3: The City Commission further authorizes the Police Department to allocate the awarded funds in accordance with the terms of the grant and the provision of any services rendered thereby.

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:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2024.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY



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

RESOLUTION NUMBER 119-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY POLICE DEPARTMENT TO SUBMIT AN APPLICATION FOR A FLORIDA DEPARTMENT OF LAW ENFORCEMENT S.A.F.E. PROGRAM GRANT TO CONDUCT INVESTIGATIONS AND RELATED ACTIONS INTENDED TO COMBAT ILLEGAL FENTANYL ACTIVITY; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS the Florida Department of Law Enforcement (FDLE) State Assistance for Fentanyl Eradication (S.A.F.E.) Program provides grant funds to Recipients for the purposes provided for herein which will benefit the City of Stuart Police Department to conduct investigations and related actions intended to combat illegal fentanyl activity; and

WHEREAS the City of Stuart Police Department's strategy relating to illegal fentanyl activity will align with the missions of FDLE and the S.A.F.E Program; and

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

WHEREAS the City continues to implement strategies to improve the safety of all residents, through investigation and other actions related to eradicating illegal fentanyl activity.

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 Commission authorizes submission of a grant application by the City of Stuart Police Department to the Florida Department of Law Enforcement and State Assistance for Fentanyl Eradication Grant Program (S.A.F.E.); and to execute an agreement, if the grant is awarded; and the City Manager is authorized to make minor amendments to any such agreement; subject to review and approval by the City Attorney.

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

(The Remainder Of This Page Is Left Intentionally Blank)

Commissioner BRUNER offered the foregoing resolution and moved its adoption.

The motion was seconded by Commissioner COLLINS 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
Y			
Y			
Y			
Y			
Y			

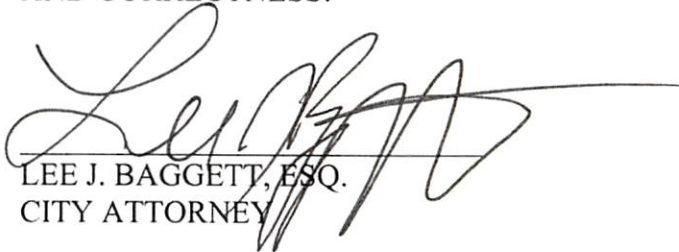
ADOPTED this 27th day of November, 2023.

ATTEST:


MARY R. KINDEL 12/4/2023
CITY CLERK


TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


LEE J. BAGGETT, ESQ.
CITY ATTORNEY



From: [OPB Funding](#)
To: [May, Jacqui](#)
Cc: [Boglioli III, Louis J.](#); [Tumminelli, Joseph](#); [Zenelovic, Flamur](#); [Duran, Daniel M](#); [Bruner, Becky](#); [Vecchio, John](#); [OPB Funding](#)
Subject: [WARNING: ATTACHMENT UNSCANNED]RE: FY23-24 State Assistance for Fentanyl Eradication (S.A.F.E.) - City of Stuart
Date: Wednesday, January 24, 2024 9:24:49 AM
Attachments: [image001.png](#)
[image005.png](#)
[Executed Financial Agreement \(SF041\).pdf](#)
[Executed Mutual Aid Agreement.pdf](#)
[Executed MAA - Addendum A.pdf](#)
[2023-01-03 - Initial Approved Funding Request \\$115,000.pdf](#)
[SAFE SFA Reimbursement Request Form.xlsx](#)

This message has originated from an [EXTERNAL EMAIL ADDRESS]. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Good Afternoon Jacqui,

This e-mail serves as formal notice of City of Stuart's acceptance into the State of Florida's FY23-24 State Assistance for Fentanyl Eradication (SAFE) in Florida Program.

This notice also includes the following attachments:

- The fully executed financial assistance agreement
- The fully executed Mutual Aid Agreement and Addendum A
- The approved Funding Request form for case OPB-41-TEMP
- A Reimbursement Request Excel workbook

As outlined in the financial assistance agreement, program participants shall submit monthly Reimbursement Request forms in order to receive payment for approved expenditures incurred the previous month. Reimbursement requests may be e-mailed to OPBFunding@fdle.state.fl.us. For months where no expenditures occurred or no reimbursement is sought, the first page of the Reimbursement Request form must still be submitted with details of approved case activities performed during each month for legislative reporting.

Expenditures of state financial assistance shall be compliant with laws, rules, and regulations applicable to expenditures of State funds. Any travel paid from this agreement will be in accordance with State of Florida travel guidelines, including maximum per diem rates, mileage rates, and lodging rates.

Please let us know if there are any questions. Our office hours are Monday through Friday, 8:00AM to 5:00PM Eastern time, excluding state observed holidays.



Nathan "Nate" Pate
Government Analyst II
FDLE | Business Support Program
Office of Planning & Budgeting | Grants
Office: (850) 410-7170

From: May, Jacqui <jmay@ci.stuart.fl.us>

Sent: Wednesday, January 17, 2024 11:51 AM

To: OPB Funding <OPBFunding@fdle.state.fl.us>

Cc: Boglioli III, Louis J. <lboglioli@ci.stuart.fl.us>; Tumminelli, Joseph <jtumminelli@ci.stuart.fl.us>; Zenelovic, Flamur <fzenelovic@ci.stuart.fl.us>; Duran, Daniel M <dmduran@ci.stuart.fl.us>; Bruner, Becky <bbruner@ci.stuart.fl.us>

Subject: RE: FY23-24 State Assistance for Fentanyl Eradication (S.A.F.E.) - City of Stuart

CAUTION: This email originated outside of FDLE. Please use caution when opening attachments, clicking links, or responding to this email.

Good morning, Nate –

Attached please find the City of Stuart's signed documents:

- Financial Agreement
- MUA Addendum A

Please advise if there is anything else you need to move forward with full execution.

Please confirm receipt of these documents.

Thank you for your assistance and support of this important initiative.

Cordially,

Jacqui

Jacqui May, Ph.D.

Grants Administrator

City of Stuart

121 Flagler Avenue

Stuart, Florida 34994



From: May, Jacqui <JMay@CI.Stuart.FL.US>

Sent: Wednesday, January 10, 2024 4:21 PM

To: OPB Funding <OPBFunding@fdle.state.fl.us>; McDonald, Troy <tmcdonald@ci.stuart.fl.us>

Cc: Boglioli III, Louis J. <lboglioli@ci.stuart.fl.us>; Tumminelli, Joseph <jtumminelli@ci.stuart.fl.us>; Zenelovic, Flamur <fzenelovic@ci.stuart.fl.us>; Duran, Daniel M <dmduran@ci.stuart.fl.us>

Subject: RE: FY23-24 State Assistance for Fentanyl Eradication (S.A.F.E.) - City of Stuart

Thank you so much for the prompt assistance!

We will move forward accordingly and follow-up soon.

Cordially,
Jacqui

From: OPB Funding <OPBFunding@fdle.state.fl.us>
Sent: Wednesday, January 10, 2024 4:20 PM
To: May, Jacqui <JMay@CI.Stuart.FL.US>; OPB Funding <OPBFunding@fdle.state.fl.us>; McDonald, Troy <tmcdonald@ci.stuart.fl.us>
Cc: Boglioli III, Louis J. <lboglioli@ci.stuart.fl.us>; Tumminelli, Joseph <jtumminelli@ci.stuart.fl.us>; Zenelovic, Flamur <fzenelovic@ci.stuart.fl.us>; Duran, Daniel M <dmduran@ci.stuart.fl.us>
Subject: RE: FY23-24 State Assistance for Fentanyl Eradication (S.A.F.E.) - City of Stuart

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Good Afternoon,

Please see attached, updated form for Mayor Bruner. Thank you for letting us know of this change in leadership.

Let us know if we can be of further assistance.



Nathan "Nate" Pate
Government Analyst II
FDLE | Business Support Program
Office of Planning & Budgeting | Grants
Office: (850) 410-7170

From: May, Jacqui <JMay@CI.Stuart.FL.US>
Sent: Wednesday, January 10, 2024 4:11 PM
To: OPB Funding <OPBFunding@fdle.state.fl.us>; McDonald, Troy <tmcdonald@ci.stuart.fl.us>
Cc: Boglioli III, Louis J. <lboglioli@ci.stuart.fl.us>; Tumminelli, Joseph <jtumminelli@ci.stuart.fl.us>; Zenelovic, Flamur <fzenelovic@ci.stuart.fl.us>; Duran, Daniel M <dmduran@ci.stuart.fl.us>
Subject: RE: FY23-24 State Assistance for Fentanyl Eradication (S.A.F.E.) - City of Stuart

CAUTION: This email originated outside of FDLE. Please use caution when opening attachments, clicking links, or responding to this email.

Good afternoon, Mr. Pate –

Thank you for this good news!

Since we submitted our SAFE funding request we have had a transition in leadership.

The City of Stuart's new Mayor is Rebecca Bruner. Her email address is: bbruner@ci.stuart.fl.us

Is it acceptable to indicate Mayor Bruner's name and have her sign on the Acceptance Form/Mutual Aid Agreement, or does your office need to prepare an updated form?

Agency Party's Acceptance of the S.A.F.E. INITIATIVE Voluntary Cooperation Mutual Aid Agreement

Agency Party: CITY OF STUART

Agency Head: Mayor Troy McDonald

Date signed

Please advise and we will oblige as soon as possible.

From: OPB Funding <OPBFunding@fdle.state.fl.us>

Sent: Wednesday, January 10, 2024 3:56 PM

To: McDonald, Troy <TMcDonald@CI.Stuart.FL.US>

Cc: May, Jacqui <JMay@CI.Stuart.FL.US>; Boglioli III, Louis J. <LBoglioli@CI.Stuart.FL.US>; OPB Funding <OPBFunding@fdle.state.fl.us>

Subject: FY23-24 State Assistance for Fentanyl Eradication (S.A.F.E.) - City of Stuart

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Good Afternoon Mayor McDonald,

Your SAFE In Florida Program funding request for \$115,000 was approved. Please review and sign the attached Financial Agreement and Mutual Aid Agreement – Addendum A for the SAFE in Florida Program at your earliest convenience. Executing and returning these documents enables FDLE to reimburse your agency for approved case expenditures related to fentanyl eradication.

Please let me know if there are any questions.

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 2/12/2024

Prepared by: Ben Hogarth, Jim Chrulski

Title of Item:

STUART MAIN STREET CONTRIBUTION AND SERVICE AGREEMENT (RC):

RESOLUTION No. 19-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT BETWEEN THE CITY/CRA AND STUART MAIN STREET, INC., FOR ITS CONTRIBUTIONS TO THE CITY AND THE PROMOTION OF ECONOMIC VITALITY, REDEVELOPMENT, AND HISTORIC PRESERVATION OF THE STUART MAIN STREET DISTRICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Designated a National Main Street community by the Florida Bureau of Historic Preservation in 1987, Stuart Main Street (SMS) continues to promote the vibrant, historic downtown commercial district with its events, activities, and special programming. In recent years, the City has expanded its partnership with Stuart Main Street by entering into a series of formal agreements for its operation of the weekly green market ("Market on Main"), "Rock'n Riverwalk" concert series, and the Flagler Center. A separate service agreement has also been adopted over the last four (4) years by the City Commission and Stuart Main Street whereby the City has contributed an annual appropriation towards SMS operations and programs for the benefit of the City and the historic downtown district.

In the Fiscal Year 2024 Budget, the Stuart Community Redevelopment Agency (CRA) and the City Commission authorized an appropriation of funds as a contribution to Stuart Main Street. Staff, in consultation with Stuart Main Street representatives, drafted a revised service agreement to coincide with FY 2024 Budget appropriations, allocating \$70,000.00 towards the operations and programs of Stuart Main Street, and further clarifying deliverables by SMS for the benefit of the City.

Funding Source:

Grants and Aids

Recommended Action:

Motion to Approve Resolution No. 19-2024

ATTACHMENTS:

1. R19-2024 Authorizing a Service Agreement with Stuart Main Street
2. R19-2024 SMS Contribution and Service Agreement 2024



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 19-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT BETWEEN THE CITY/CRA AND STUART MAIN STREET, INC., FOR ITS CONTRIBUTIONS TO THE CITY AND THE PROMOTION OF ECONOMIC VITALITY, REDEVELOPMENT, AND HISTORIC PRESERVATION OF THE STUART MAIN STREET DISTRICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Historic Downtown district is the cultural and commercial center of Stuart and Martin County, serving as a hub of civic pride and entrepreneurship, public and private sector cooperation, and the community's historical and cultural heritage; and

WHEREAS, Stuart Main Street Association, Inc. (SMS) supports a healthy, sustainable Historic Downtown Stuart through its Four Point Approach with the goal of promoting a vibrant downtown experience for residents, businesses, and visitors alike; and

WHEREAS, Stuart Main Street collaborates with public and private sector partners to enhance the design of the downtown, bolster economic vitality, promote events and activities, and organize other programs and functions in furtherance of the goals of the District; and

WHEREAS, Stuart Main Street promotes a positive image of the downtown Stuart district through advertising, public relations and digital media including retail and special events; and

WHEREAS, the City Commission of the City of Stuart and the City's Community Redevelopment Agency (CRA) approved an appropriation of \$70,000 for Stuart Main Street in the City's Fiscal Year 2024 budget; and

WHEREAS, the City Commission desires to enter a Service Agreement with Stuart Main Street for its continued operations and for its promotion of the historic downtown in perpetuity, subject to a year-to-year appropriation by the City Commission at its sole discretion; and

WHEREAS, the City Commission finds that the allocation of public funds to Stuart Main Street for the purposes that are stated in the agreement attached hereto as Exhibit "A" serves a clearly identifiable and concrete public purpose as the primary objective and has a reasonable expectation that such purpose will be substantially and effectively accomplished.

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

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

SECTION 2: The Mayor is hereby authorized to execute a service agreement with Stuart Main Street Association, Inc. granting an initial \$70,000.00 from the CITY/CRA for public services rendered through Stuart Main Street general operations for the 2024 Fiscal Year, and in accordance with the terms set forth in the agreement.

SECTION 3: Stuart Main Street understands that the City's award and contribution of additional funds in future years is subject to an annual appropriation by the City Commission and CRA each year the agreement remains in effect.

SECTION 4: 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:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2024.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

STUART MAIN STREET CONTRIBUTION AND SERVICE AGREEMENT

THIS CONTRIBUTION AND SERVICE AGREEMENT, hereinafter “Agreement,” is made by and between the **CITY OF STUART**, hereinafter “**CITY**,” and **STUART MAIN STREET ASSOCIATION, INC.**, a Florida non-profit corporation, hereinafter “**SMS**,” for the purpose of promoting the economic, physical, and aesthetic redevelopment and preservation of the historic Stuart Main Street district in collaboration with the City’s **COMMUNITY REDEVELOPMENT AGENCY**, hereinafter “**CRA**,” in consideration of the terms and conditions described as follows:

1. **Public Purpose.** The allocation and expenditure of public funds herein provided are intended to serve clearly identifiable and concrete public purposes as the primary objective of this Agreement and are not to be used for the purpose of engaging in commercial enterprises for profit. The CITY grants this aid to SMS for its in-kind contributions to the **CITY/CRA** with the reasonable expectation that such public purposes will be substantially and effectively accomplished.
2. **Term.** This Agreement shall be effective on the date it is last signed by the undersigned parties through October 31, 2024, and shall be automatically renewed for subsequent one-year (1-year) terms each year thereafter unless otherwise cancelled by either party with thirty (30) days written notice provided to the other. It is the intent of the parties to continue the Agreement subject to annual funding appropriation approved by the **CITY/CRA** each year the agreement remains in effect.
3. **Responsibilities.** SMS shall operate in good faith to:
 - a. Maintain “Main Street” State and National accreditation.
 - b. Advertise the Stuart Main Street District, its brand, businesses, events and opportunities via all traditional media as well as social media and internet including relevant city-sponsored events and activities.
 - i. Manage and coordinate the CITY’s annual tree lighting ceremony in partnership with the Visiting Nurses Association.
 - ii. Manage and coordinate the CITY’s safe Halloween Trick-or-Treat alternative family event.
 - iii. Manage and coordinate the “Rock’n Riverwalk” concert series pursuant to the existing agreement with the CITY.
 - c. Pursue grants which support the historic downtown “Main Street” district.
 - d. Collect and disseminate relevant data for all staff, boards, advisory committees and other workshop groups that benefit the “Main Street” district.
 - e. Economic Activity: SMS shall be responsible for the following economic development activities.
 - i. Maintain a downtown directory of businesses within the SMS district boundary.
 - ii. Develop and manage a Downtown Gift Card program to promote Downtown Stuart and support economic development.
 - iii. Conduct frequent surveys amongst businesses, residents, and visitors.
 - f. Downtown Design and Improvement. SMS shall identify a minimum of one key downtown improvement project per year the agreement remains in effect. It shall provide a summary of the project and identify the following:

- i. How will the project enhance the quality of the urban fabric?
 - ii. How will the project improve the streetscape of the downtown?
 - iii. How does the project support the aims of the Community Redevelopment Plan?
 - iv. Identify key elements of the project which reflect the character of the CITY.
 - g. Comply with all applicable federal, state, and local laws, rules, and regulations.
 - h. Submit to the **CITY/CRA**, upon request, a semi-annual or annual report each year that this Agreement is in effect, which shall contain:
 - i. A financial report detailing revenues and expenditures for both the quarter and year to date, and a balance sheet detailing assets and liabilities as of the last day of the reporting period.
 - ii. A status report on the progress of each item described in this subsection.
4. **Main Street “Four-Point Approach.” SMS** shall follow best management practices including the application of the National Main Street “Four-Point Approach” to community collaboration and partnership generally described herein:
- a. **Design.** Capitalize on the assets of the downtown’s physical environment by helping to achieve an inviting atmosphere whether through renovation or new construction while helping the community develop sustainable, sensitive design management guidelines and techniques. Projects may focus on enhancing the quality of the urban fabric, improving streetscaping, or otherwise supporting the vision of the Community Redevelopment Plan within the Main Street District.
 - b. **Economic Vitality.** Strengthen the economic environment of the historic Stuart Main Street District by providing assistance to existing businesses, converting unused commercial space to be repurposed for new businesses, and report on historic designations, vacancy and rental statistics, business health assessments, and a directory of businesses and property tax assessments within the district.
 - c. **Promotion.** Advertise the downtown's unique characteristics to residents, visitors, investors, and business owners to instill community pride and encourage commercial activity and investment in the area. This may include marketing special events or other interests in shopping, dining, living, or investment.
 - d. **Organization.** Collaborate with Main Street stakeholders toward a common goal, driven by a volunteer-based Main Street Program under the direction of a governing board, standing committees, and a paid program director.
5. **Contribution.** To support its mission and vision, and for other in-kind services rendered by the historic downtown Main Street District, a contribution of Seventy Thousand (\$70,000.00) dollars is allocated to SMS per calendar year. Such payment shall be considered a contribution of aid granted in good-faith and is not intended to create a specific Joint Venture or Partnership between the parties. As an independent agency, SMS is solely responsible for providing any and all administrative duties required to maintain a nationally accredited Main Street program including staffing an office, promotional activities, and other operating costs. The **CITY** in granting this contribution, reserves the right to terminate such contribution for any reason, including but not limited to lack of funding or the termination of agreement as prescribed herein.

6. **Event Fees.** As further contribution towards the successful operations of Stuart Main Street, the **CITY** grants a waiver of event fees and administrative costs for any city-sponsored special events permit applications submitted by SMS on behalf of the CITY subject to approval and direction of the City Manager or their designee. This administrative waiver is not intended to impart any exclusive rights to SMS and does not apply to its ongoing agreements with the CITY for its operation of the weekly green market ("Market on Main"), "Rock'n Riverwalk" concert series, or any event permit initiated by SMS not jointly sponsored by the CITY.
7. **Termination of Agreement.** Either party may terminate this Agreement without cause upon giving the other party at least thirty (30) days prior written notice of the intention to terminate this Agreement. In event of termination of this Agreement, the CITY reserves the right to withhold any amount of its annual contribution to SMS for services deemed unrendered at its sole discretion.
8. **Liability and Indemnification.** SMS shall fully defend, indemnify, save, and hold the City of Stuart and the its Community Redevelopment Agency (including its elected and appointed officers, employees, agents, and other representatives) harmless from and against all suits, action, claims, proceedings, demands, or liability of any nature whatsoever (including attorney's fees through and including all appeals), arising from injury, loss, or damage to any person or property, which is directly or indirectly caused by or results from any act or negligence of SMS (including its directors, officers, employees, agents and other representatives).
9. **Assignment.** Neither this Agreement nor any part thereof may be assigned to any other person or entity without the prior written consent of the parties.
10. **Sovereign Immunity.** The **CITY/CRA** expressly retains all rights, privileges, immunities, and benefits of sovereign immunity pursuant to Florida Statutes § 768.28. This provision shall be construed broadly in favor of the **CITY/CRA**.
11. **Complete Agreement.** This Agreement constitutes the entire and complete agreement by and between the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
12. **Amendments.** This Agreement may not be amended unless such changes are reduced to writing, which amendments must be approved by the **CITY** and signed by both parties.
13. **Public Records.** SMS acknowledges that CITY is subject to Florida's Public Records laws in Chapter 119 of the Florida Statutes. In compliance with Florida Statutes § 119.0701, SMS 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 Agreement if SMS does not transfer the records to the public agency.
- d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the SMS or keep and maintain public records required by the public agency to perform the service. If the SMS transfers all public records to the public agency upon completion of the Agreement, SMS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SMS keeps and maintains public records upon completion of the Agreement, SMS 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.

If SMS has questions regarding the application of Chapter 119, Florida Statutes, to SMS' duty to provide public records relating to this Agreement, 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.

14. Insurance.

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

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

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

The insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

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

If SMS maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by SMS.

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

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

- Each occurrence \$2,000,000
- Personal/advertising injury \$1,000,000
- Products/completed operations aggregate \$1,000,000
- General aggregate \$3,000,000 Fire damage \$100,000 Any 1 fire
- Medical expense \$10,000 Any 1 person

The policy shall be endorsed to include the following additional insured language: "The City of Stuart shall be named as an additional insured with respect to Liability arising out of the activities performed by, or on behalf of SMS." Is to be included. Any cross-liability exclusion should not extend to Additional Insured's. Any subcontractors or independent contractors utilized must list the City of Stuart as additional insured including completed operations.

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

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

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

Certificates of Insurance: SMS will furnish Certificate of Insurance Forms.

IN WITNESS WHEREOF, on the date first written above, **SMS** and **CITY** have executed this Agreement by the duly authorized undersigned officers.

ADOPTED this ____ day of _____, 2024.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

STUART MAIN STREET ASSOCIATION, INC.

JOE FLANAGAN
PRESIDENT, STUART MAIN STREET

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

City Commission

Meeting Date: 2/12/2024

Prepared by: Michael Mortell

Title of Item:

SUPPORT OF HALF-CENT SALES TAX (RC):

RESOLUTION No. 21-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA SUPPORTING A REFERENDUM ON THE NOVEMBER 2024 BALLOT FOR A 10-YEAR DURATION, HALF-CENT SALES TAX TO PURCHASE AND CONSERVE NATURAL LANDS IN MARTIN COUNTY BEING VOTED ON BY THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS ON FEBRUARY 20, 2024; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

There is a grass roots movement to ask the Martin County Board of County Commissioners to hold a public referendum to implement a half-cent sales tax initiative that would generate funds which would be earmarked for acquisition of land as well as for enhanced storm water programs. If environmentally significant lands are acquired and conserved, they will help clean and restore our rivers, waterways, safeguard drinking water sources, create wildlife corridors, provide more access to beaches and shorelines, and increase recreational opportunities. In addition, in areas such as the City of Stuart where the funds would be used for storm water implementation, the programs can assist with water quality, flooding and overall environmental protection.

The sales tax increase will not apply to groceries, prescription medicine or school supplies and does not apply to purchases exceeding \$5,000.00. The half-cent sales tax would increase the current sales tax from 6.5% to 7%. The true benefit of this program is that a significant portion of the money is funded by visitors to Stuart and Martin County. Effectively all of the cars traveling into Stuart everyday would be contributing to the City's storm water program. Mathematically, the current sales tax of 6% generates \$420.00 for the City of Stuart for every million dollars spent. Because the half cent is above the State portion, the proceeds remain local. As a result, the City would receive approximately \$500.00 for every million dollars spent from the 1/2 cent increase.

The purpose of the current Resolution is just to encourage the County Commission to vote to move forward with the initiative. The specifics related to the use of the funds will be addressed in the future if the County Commission votes to move forward. Currently, the Florida Statutes do not allow any municipality with a population of less than 500,000 residents to pursue its own sales tax initiative and that is why it is important for the City to support the County with this program. The Resolution will not adopt any additional tax. It is simply the City Commission stating that it supports placing the issue on the November ballot so that the residents of Martin County can decide if they want to adopt the program.

Funding Source:

N/A

Recommended Action:

Approve Resolution No. 21-2024 supporting a half-cent sales tax referendum.

ATTACHMENTS:

1. R21-2024 Support of Half-Cent Sales Tax



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

RESOLUTION NUMBER 21-2024

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA SUPPORTING A
REFERENDUM ON THE NOVEMBER 2024 BALLOT FOR
A 10-YEAR DURATION, HALF-CENT SALES TAX IN
MARTIN COUNTY; PROVIDING AN EFFECTIVE DATE;
AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the residents of Stuart would benefit from a ½ cent sales tax initiative to generate additional revenue for the acquisition of land and the implementation of storm water enhancement initiatives; and

WHEREAS, Martin County Forever is a grass roots program asking the Martin County Commissioners to hold a referendum on the November 2024 ballot for a 10-year duration, half-cent sales tax to purchase and conserve natural lands in Martin County; and

WHEREAS, there are roughly 46,000 undeveloped acres in Martin County within four target areas (“Blueways” beach areas, Pal-Mar, Indian River Lagoon area, and Loxahatchee/St. Lucie Rivers) that could potentially be acquired. Some of the land is at a high risk of being developed over the next decade; and

WHEREAS, if these environmentally significant lands are acquired and conserved, they will help clean and restore our rivers, waterways, safeguard drinking water sources, create wildlife

corridors, provide more access to beaches and shorelines, and increase recreational opportunities;
and

WHEREAS, preserving natural lands also has economic benefits, including increasing property values, promoting more efficient development, enhancing ecotourism, and helping farmers continue to farm; and

WHEREAS, the sales tax increase will not apply to groceries, prescription medicine or school supplies and does not apply to purchases exceeding \$5,000.00; and

WHEREAS, the City has demonstrated in the past that it will properly utilize these funds to directly benefit the residents by maintaining and enhancing the quality of life and improving the environment and water quality through capital projects; and

WHEREAS, the majority of the City Voters have supported a surtax in the past and the entire community has benefited from the voter's decision because the funds were used to create projects such as the City Courtesy Dock, the City Riverwalk, the Frazier, Poppleton Creek and Haney Creek watershed projects, as well as many others.

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

SECTION 1: The City Commission hereby fully supports a Referendum being placed on the November 2024 ballot for a 10-year duration, half-cent sales tax.

SECTION 2: This Resolution shall take effect upon adoption.

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

Resolution No. 21-2024
Support of Half-Cent Sales Tax

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of February, 2024.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 2/12/2024

Prepared by: Jodi Nentwick

Title of Item:

APPLICANT REQUESTED A CONTINUANCE TO A DATE CERTAIN OF MARCH 25, 2024 CCM:
101 S. COLORADO RESTAURANT - REZONE TO URBAN PLANNED UNIT DEVELOPMENT & SITE
PLAN APPROVAL (QJ)(RC):

ORDINANCE No. 2524-2023; AN ORDINANCE OF THE CITY OF COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A REZONING FROM URBAN WATERFRONT TO URBAN PLANNED UNIT DEVELOPMENT FOR A 0.234 ACRE PROPERTY, LOCATED AT 101 S. COLORADO AVENUE, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE COLORADO WATERFRONT RESTAURANT (UPUD); TO RE-PURPOSE THE EXISTING OFFICE BUILDING FOR A 150-SEAT RESTAURANT AND PROVIDE RELIEF FROM VARIOUS PARKING REQUIREMENTS; APPROVING A FINAL SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS INCLUDING A TIMEABLE FOR DEVELOPMENT, DECLARING THE PLAN WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The applicant is seeking approval to rezone the subject property from Urban Waterfront to Urban Planned Unit Development, requesting relief from various parking requirements and a concurrent site plan to re-purpose the existing office building into a 150-seat waterfront restaurant.

The following relief is being sought through the Urban Planned Unit Development (UPUD) from the following criteria:

- On-site parking exemption
- Offsite valet parking exceeds the maximum 500-foot distance requirement
- Additional curb cut along S. Colorado Avenue
- Removal of on-street city-owned parking space along S. Colorado Avenue

The Development Department reviewed the application submitted, which was a request for valet parking as described above. Following a public outreach meeting, the neighbors and representatives of the applicant raised a proposal to avoid valet parking by allowing a parking exemption similar to those granted in 2012 when the City extended the boardwalk behind the properties on Seminole Street. Currently, the application submitted includes granting valet parking.

The applicant has informed the City that it would prefer to follow the recommendations from the neighbors and pursue a parking exemption in exchange for providing a riparian easement sufficient for the extension of the boardwalk along St. Lucie River. The properties located on Seminole Street from the Boathouse Restaurant to the Owl House were given parking-exempt status in 2012 in exchange for assigning the riparian rights for the extension of the boardwalk.

Funding Source:

N/A

Recommended Action:

The applicant is requesting a continuance to a date certain of March 25, 2024.

ATTACHMENTS:

1. Applicant's email requesting postponement

Nentwick, Jodi

From: jnentwick@ci.stuart.fl.us
Subject: FW: FW: 101 Colorado - 2nd Reading February 12, 2024

From: Nik Schroth <nikschroth@naisouthcoast.com>
Sent: Wednesday, January 31, 2024 4:51 PM
To: Nentwick, Jodi <jnentwick@ci.stuart.fl.us>
Cc: mike mccartylandplanning.com <mike@mccartylandplanning.com>; Aaron Schamback <schamback@me.com>; Mortell, Michael <mmortell@ci.stuart.fl.us>; Baggett, Lee <lbaggett@ci.stuart.fl.us>; Kindel, Mary <mkindel@ci.stuart.fl.us>
Subject: Re: FW: 101 Colorado - 2nd Reading February 12, 2024

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Jodi

We'd like to continue the item to a date certain of March 25th, I believe that is the second city commission meeting in March. Please confirm.

Thanks

Nik

Nikolaus M. Schroth, CCIM
Principal
nikschroth@naisouthcoast.com <mailto:nikschroth@naisouthcoast.com>

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