



City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

FEBRUARY 26, 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

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

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

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

CONSENT CALENDAR

1. APPROVAL OF 02/12/2024 CCM MINUTES

2. LPA ADVISORY BOARD MEMBER RATIFICATION (RC):

RESOLUTION No. 24-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RATIFYING THE ADVISORY BOARD APPOINTMENT OF A LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD (LPA) MEMBER, FULFILLING A VACANCY ON THE BOARD FOR THE REMAINING CURRENT TERM FROM PRESENT TO DECEMBER 31, 2024; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

3. FY23/24 B/A No. 6, ACCEPTING A \$50,000 GRANT AWARD FROM FDEP FOR ADAPTATION PLAN (RC):

RESOLUTION No. 27-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING BUDGET AMENDMENT NO. 6 TO THE FISCAL YEAR 2023-2024 OPERATING BUDGET; ACCEPTING AN ADDITIONAL GRANT AWARD OF \$50,000.00 FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR AN ADAPTATION PLAN COMPONENT OF A PREVIOUSLY AWARDED FDEP RESILIENT COASTLINES GRANT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

4. PORTION OF S.E. ARAPAHO AVENUE RIGHT-OF-WAY ABANDONMENT (RC):

RESOLUTION No. 14-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA DECLARING PURSUANT TO CHAPTER 36 OF THE CODE OF ORDINANCES OF THE CITY OF STUART, FLORIDA THE INTENTION OF THE CITY COMMISSION TO ABANDON AND TO SET PUBLIC HEARINGS IN THE CITY COMMISSION CHAMBERS TO CONSIDER THE ABANDONMENT OF A 50' WIDE PUBLIC RIGHT-OF-WAY WITHIN THE CITY, BEING THE PORTION OF S.E. ARAPAHO AVENUE, MORE CLEARLY DESCRIBED IN EXHIBIT "A" ATTACHED; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

5. PROCLAMATION POLICY UPDATE (RC):

RESOLUTION No. 25-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AMENDING RESOLUTION 56-09 BY RE-ESTABLISHING A POLICY FOR THE ISSUANCE OF PROCLAMATIONS BY THE MAYOR AND CITY COMMISSION AND CONCURRENTLY APPROVING AND ADOPTING AN UPDATED CITY OF STUART PROCLAMATION POLICY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

6. UPDATED PROCUREMENT POLICY (RC):

RESOLUTION No. 23-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE UPDATED PROCUREMENT POLICY FOR THE CITY; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

7. DISCUSSION AND DELIBERATION OF AN UNSOLICITED PROPOSAL FROM GREEN MILLS GROUP

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: 2/26/2024

Prepared by: Nina Mullin

Title of Item:

APPROVAL OF 02/12/2024 CCM MINUTES

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Item.

ATTACHMENTS:

1. 02/12/2024 CCM Minutes

**MINUTES
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**

ROLL CALL

4:03 PM

PRESENT: Mayor Bruner, Vice Mayor Rich, Commissioner Clarke (late), Commissioner Collins, Commissioner McDonald

INVOCATION

Pastor Jim Borocious, Stuart Alliance Church, gave the Invocation.

4:04 P.M. Commissioner Clarke arrived.

PLEDGE OF ALLEGIANCE

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

Chikeba Mincey, Preschool Teacher, read the ABC's of Black History in Martin County and the preschool children of Gertrude Walden Childcare Center performed a song about black history. The Mayor presented a Certificate of Appreciation and took a photo with the guests.

PROCLAMATIONS

2. ENGINEERS WEEK (FEBRUARY 18-24, 2024)

Devin Curran, Florida Engineering Society Treasure Coast Chapter Vice President, received the Proclamation and thanked the City for the recognition.

3. HOUSE OF HOPE 40TH ANNIVERSARY

Rob Ranieri, CEO of House of Hope, received the Proclamation and thanked the City for their continued support.

4. NATIONAL CHILDREN'S DENTAL HEALTH MONTH

Lori Sang, Executive Director and staff of Little Lights Dentistry came forward and received the Proclamation.

5. BLACK HISTORY MONTH

Pastor Jerry Gore, NAACP Past-President, received the Proclamation on behalf of Nina Dooley, President of AACES; thanked the City for the recognition.

6. CHILD TRAFFICKING AWARENESS

Jonathan Dobbs, Florida Faith Alliance, received a Proclamation, announced national and local statistics, and provided a brief video clip on awareness of Child Trafficking.

Police Chief Joe Tumminelli took a minute to express his appreciation for all that Mr. Dobbs does in the community and reported on the issues of child trafficking, noted a case of child pornography, and encouraged the community to fight back.

PRESENTATIONS

7. FEBRUARY SERVICE AWARDS

Michael Dacey Public Works 5 Years (Not present)

8. 2024 LEGISLATIVE SESSION UPDATE

Ben Hogarth, Community Services Communications Liaison, provided a presentation on the various legislative bills and reviewed the sessions.

Commissioners asked questions at the conclusion of the presentation.

Commissioner Clarke requested the consideration of voting via Zoom in the Charter and to have it brought back to a meeting for discussion.

9. OPEN GOV PRESENTATION

Louis "Joly" Boglioli, Finance Director, demonstrated the budget on Open Gov with a live presentation from the City's website. Commissioners and the Director discussed Open Gov.

COMMENTS BY CITY COMMISSIONERS

Commissioner Clarke

- Requested Item #14 be pulled for the Public Works Director to inform everyone about the project.
- Announced multiple events that will be on February 17th; she also requested the City to

recognize the Women's Club for their 110th Anniversary.

- Announced Martin County is celebrating their Centennial in 2025, looking for organizations to reach out to the planning committee, asked that the City reach out to the County to see what the City can offer.
- Commented that residents have asked about crosswalk markings at the corner of MLK and Palm Beach Rd., 10th St. and Palm Beach Rd. and would like the City to follow up with the County.
- Commented on Mr. Hogarth and Mr. Boglioli's informative presentations and requested the City Manager have our Development Director present once a month on issues related to the comp plan.
- Commented the County has a 1/2 cent sales tax and when funds come into the City, there is no limit to what we can do with these funds. Requested the City to work on a plan. (City Manager Mortell noted it is against the law to lobby.)
- Commented that the code review and workshops are there to keep the commissioners well-informed.
- Announced the Arts Fest event coming up this weekend.

Commissioner Collins

- Commented, in reference to Commissioner Clarke's comment, that he does not agree with the Development Director having to provide information at Commission Meetings about what the commission can and cannot vote on.
- Commented on the ribbon cutting for the HCA adjacent to the EAA resivior.
- Stated he was discouraged to hear a quote, "large scale Lake Okeechobee discharges are likely a few weeks away." Asked Commission to write a letter to the Army Corps and request them to exhaust all possible options for water before going east, with regard to human health, the estuary, etc. Army Corps is open to communication and encouraged fellow commissioners to contact them.

Vice Mayor Rich

- Commented that a few weeks ago he attended the Everglades Conference and communicated with authorities. No objection to sending a formal letter, but can also work with the county and do whatever we can to help the situation; work with shorelines and get as much water out of the river as possible.

Commissioner McDonald

- Commented on the House Bill 1317; TC Palm gave Stuart an A grade.
- Thanked Peter Kunen, U&E Director as he has helped to correct issues with residents.
- Stated he has no objection to the letter per Commissioner Collins's request.

Mayor Bruner

- Commented in favor of letters to Army Corps for the health of the St. Lucie River.

COMMENTS BY CITY MANAGER

City Manager Michael Mortell

- Commented with regard to having an Agenda Item where the City brings back sections of comp plan back for review. He stated it would be difficult if there was an agenda item at the same meeting, which may persuade the vote. Happy to move forward with Commissioner Clarke on ideas for that.
- Reported that the City received an invitation to the March 16 NAACP Gala, considering purchasing a table with ten (10) seats and requested direction from the commission. (Clarke commented that she felt the City's support of the event was recommended.)

5:59 PM MOTION: Approve the City Supporting the March 16 NAACP Gala Event and Purchase a Table.

MOVED BY: Eula Clarke

SECONDED BY: None

Died for lack of second.

City Manager Mortell continued his comments.

- Commented that we have had extremely high tides and the crossings at the railroad/bridge is flooding. When the new bridge is built, it will make the passage way better. In the meantime, Milton and he will work on a plan.
- Stated he was contacted last week from a woman who works for the Roger Dean Stadium. She was checking to see if Stuart is interested in participating in a Roger Dean Stadium Town Spotlight, having Stuart be the first.
- Stated that Resolution regarding 1/2 cent sales tax should be clarified. The City is simply interested in a vote that the Commission will dedicate the funds and it would return to the Commission in the future.
- Commented that Commissioner McDonald talked with him about legislation on the retail legalization of marijuana zoning language, City Attorney will begin working on the language.

Mayor Bruner commented on her past statement about having the Annex building exterior being painted bright white. City Manager noted that the building did not qualify as needing maintenance at this time and can have Milton obtain estimates to bring back to the Commission.

Commissioner Clarke asked about the landscape of the Duffy Boats property. City Manager Mortell stated he is working through ideas but is not prepared with the information at this time.

APPROVAL OF AGENDA

6:13 PM MOTION: Approve agenda pulling Items 11 and 14.

MOVED BY: Troy McDonald

SECONDED BY: Eula Clarke

Motion approved unanimously.

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

1. Helen McBride - Flamingo Ave.; Commented regarding the Commission's approval of Hudson's on the River. She was recently in the area and stated cones were marking off parking spaces. She wants the commission to do something about it. City Manager Mortell responded that the valet is not allowed to charge public - valet parking is free and can be used by all.
2. Janine Alexander - Gainseville; Commented that she was at a meeting in October 2023, and stated she was domestically abused in 2015, and unfairly treated by Stuart Police Department. She still carries the title of felon unless she receives the clemency. Submitted a document to the Police Chief to provide to the City Manager.
3. Tom Whittington; Thanked the Commission for continued support of the Stuart Boat Show and commented that it was the smoothest boat show in years.

CONSENT CALENDAR

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

*****PULLED ITEM #11*****

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.

***** PULLED ITEM #14 *****

- 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

6:29 PM MOTION: Move to approve Consent Agenda, pulling Item #'s 11 and 14.

MOVED BY: Troy McDonald

SECONDED BY: Campbell Rich

Motion approved unanimously.

***** PULLED ITEM #11 FROM CONSENT CALENDAR *****

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.

City Manager Mortell provided a brief review of the Resolution and stated it is for the benefit of the new railroad bridge and double tracking that will stop us from having freight trains staging in other intersections throughout the community.

Jacqui May, Ph.D, Grants Administrator, provided a brief presentation of the Mega Grant.

6:34 PM MOTION: Approve.
MOVED BY: Troy McDonald
SECONDED BY: Eula Clarke
Motion approved unanimously.

***** PULLED ITEM #14 FROM CONSENT CALENDAR *****

14. AWARD OF ITB#2024-102: CITY OF STUART PAYMENT 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 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.

Milton Leggett, Public Works Director, presented the Stuart Pavement Maintenance Zone - 1 Mill/Overlay and Point Repairs project.

Commissioner McDonald stated that the City does one zone every year with the milling and overlay. Therefore, every five (5) years the City will do milling and overlay in each zone.

6:37 PM MOTION: Approve.
MOVED BY: Troy McDonald
SECONDED BY: Eula Clarke
Motion approved unanimously.

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.

Jim Chrulski, Community Services Director, introduced the item.

Candace Callahan, Stuart Main Street Director, thanked the City for the long-standing partnership, reviewed their services and benefit to the City; stated they are planning to expand the district boundaries and do more.

Vice Mayor Rich questioned various projects and expenses in the Stuart Main Street (SMS) budget. City Manager Mortell and Candace Callahan explained some of the expenses questioned. Vice Mayor Rich stated he is uncomfortable with Item #2 in the renewal section of the agreement.

At 6:55 PM a motion was made by Commssioner Rich and Seconded by Commissioner Collins to change Item #2 in the Agreement to a 1-year evaluation and for it to be reviewed by the Commission on an annual basis.

Commissioner McDonald commented on the revitalization of downtown and when SMS was established. Noted the various events run by SMS and its partnerships. Respectfully stated he wants to amend motion to "no" to require a one (1) year evaluation but to when the Commission asks for an evaluation.

City Manager Mortell commented on the past supervision of the Green Market; clarified that the Market on Main and the Rocking Riverwalk was never forced on SMS. Clarified the decision to provide a budget to the SMS.

Commissioners continued with questions and comments.

Ben Hogarth, Community Services Communications Liaison, spoke on the terms and conditions of the agreement.

PUBLIC COMMENT:

1. Aaron Hawkins - Arapaho Ave.; In support of the SMS, sees how much they do for the community. Feels the community and businesses see the value in it. Commented on Item #19 and would like to assist with a solution to the parking issue.
2. Nik Schroth - Palm St.; Past SMS President, stated when Thondra left the City, it left a void and concept of getting on their feet was just a product of the situation.
3. Inez Roberts - 14th St.; Has worked with SMS since 2000, commented on the downtown businesses, SMS stepped up with the Lyric Theatre and helped to rebuild downtown, as a public private partnership, should not be taken for granted.
4. Helen McBride - Flamingo Ave.; Spoke on the history of the SMS and stated that people get what they pay for and the Commission has to look at the future.
5. Tom Whittington - Appreciates the Commissions work on different items.

6. Merritt Matheson - S. Carolina Dr.; Commented that there are some programs the City does not want to run, in favor.

6:55 PM MOTION: Move to Approve, Item #2 in Agreement be changed to a 1-year evaluation of the Agreement and for it to be reviewed by the Commission on an annual basis.

MOVED BY: Campbell Rich

SECONDED BY: Chris Collins

Vote: Motion Failed 1/4 at 7:50 PM

Yes: Campbell Rich

No: Troy McDonald, Chris Collins, Eula Clarke, Becky Bruner

7:51 PM Motion: Move to Approve, as drafted, and the City Commission gets to appoint a board member.

MOVED BY: Troy McDonald

SECONDED BY: Eula Clarke

Motion approved unanimously.

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.

Merrit Matheson, Member of Indian River Keeper Board of Directors and the Rivers Coalition, was present on behalf of Martin County, and approached the podium for any questions the Commission may have on the Half-Cent Sales Tax.

7:54 MOTION: Approve.

MOVED BY: Troy McDonald

SECONDED BY: Eula Clarke

Motion approved unanimously.

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.

7:58 PM MOTION: Approve.
MOVED BY: Troy McDonald
SECONDED BY: Eula Clarke
Motion approved unanimously.

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

ADJOURNMENT

7:59 P.M.

Mary R. Kindel, City Clerk

Rebecca S. Bruner, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 26th day of February, 2024.**

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

Meeting Date: 2/26/2024

Prepared by: Mary Kindel

Title of Item:

LPA ADVISORY BOARD MEMBER RATIFICATION (RC):

RESOLUTION No. 24-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, RATIFYING THE ADVISORY BOARD APPOINTMENT OF A LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD (LPA) MEMBER, FULFILLING A VACANCY ON THE BOARD FOR THE REMAINING CURRENT TERM FROM PRESENT TO DECEMBER 31, 2024; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Commissioner Christopher Collins has selected Ms. Deanna Peterson to fill the current vacancy on the Local Planning Agency (LPA) for the balance of the current 1-year term from present to December 31, 2024. The appointment must be ratified by the City Commission.

Funding Source:

N/A

Recommended Action:

Ratify appointment.

ATTACHMENTS:

1. R24-2024 LPA Advisory Board Member Ratification
2. R24-2024 Attachment A_LPA Application Deana Peterson



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

RESOLUTION NUMBER 24-2024

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA, RATIFYING
THE ADVISORY BOARD APPOINTMENT OF A
LOCAL PLANNING AGENCY/PLANNING
ADVISORY BOARD (LPA) MEMBER, FULFILLING
A VACANCY ON THE BOARD FOR THE
REMAINING CURRENT TERM FROM PRESENT
TO DECEMBER 31, 2024; PROVIDING AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, appointments to membership on standing City boards shall be made by the City Commission. Each Commissioner shall select an appointment for each board, which is ratified by the Commission as a whole, and

WHEREAS, the Local Planning Agency/Planning Advisory Board (LPA) has a total of seven board members, two of which are At Large positions. One vacant position exists on the LPA for Commissioner appointment, for the remaining 2024 term, present through December 31, 2024, and

WHEREAS, Commissioner liaison, Christopher Collins, recommends Ms. Deana Peterson as his LPA appointment, application is attached hereto as "Attachment A."

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

SECTION 1: The City Commission hereby appoints Deana Peterson to the Local Planning Agency/Planning Advisory Board position.

SECTION 2: The City Clerk shall notify and provide the appointee information regarding the current provisions of the Florida Government-in-the-Sunshine and Code of Ethics for Public Officers and employees statute laws.

SECTION 3: 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

Advisory Board Application

The City of Stuart recognizes that citizen participation is vital to a customer-oriented government. The City also recognizes the unique contributions made by volunteers and encourages involvement in the policy-making process through service as an Advisory Board Member.

Full Name	Deana Peterson
Home Phone	7726310643
Cell Phone	7726310643
E-Mail	deanapeterson@outlook.com
Home Address, City, Zip	221 SE Hibiscus Ave Stuart FL 34996
How Long? Years & Months.	4 years 2 months
Current Employer/Occupation	Realtor
Business Address	729 SW Federal Highway suite 100 Stuart FL 34994
Brief Summary of Education & Work Experience. (Please attach a resume if available.)	BS from Vanderbilt University Real estate agent for 10 years Martin County resident for 19 years Husband's family has lived her full time since the 70s
If applicable, attach resume here.	<i>Field not completed.</i>
Membership in Community Organizations or Professional Groups	Volunteer with LAHIA and MOW Member Christ Fellowship Church Member of Martin County Realtors of the Treasure Coast
List Former Advisory Board(s) Affiliations	<i>Field not completed.</i>
Why do you wish to serve on the board(s) indicated?	I love Stuart and would like to see it retain the uniqueness that made us all fall in love with the community
Are you currently a registered voter in Martin County?	Yes

Are you part of a protected class that requires your personal information be redacted from public view?

No

(Section Break)

The following criteria will be verified by the City upon appointment

1. Members must be current residents of the city of Stuart or be property owners of real estate within the City limits.
2. Members shall be over the age of 18.
3. Member shall be appointed to fill specific one-year terms of board membership.
4. Not been convicted of a felony.

Do you meet all the requirements above?

Yes

Please identify by placing a check mark on the board(s) of your choice:

Local Planning Agency/Planning Advisory Board

The Florida Department of State requires that the City report the number of minority appointments made during the year. (Section 760.80, Florida Statutes)

Please select which applies to you:

Gender

Female

Race

Caucasian

Disability

Not Known

NOTE:

Board Members that belong to the Community Redevelopment Board (CRB), Local Planning Agency (LPA), and Board of Adjustment (BOA) are required to complete an annual Financial Disclosure Form reporting to Florida Commission on Ethics. In addition, a background check will be processed prior to final appointment.

OTHER

"Attachment A"

APPLICATIONS WILL REMAIN ACTIVE FOR ONE YEAR FROM DATE OF RECEIPT.

MEMBERS WILL BE NOTIFIED WITHIN 5 BUSINESS DAYS OF APPOINTMENT.

Applications may be submitted via e-mail, regular mail, or in person:

City of Stuart, Attention: City Clerk's Office
121 SW Flagler Avenue, Stuart, FL 34994
Phone: (772) 288-5304 Website: www.cityofstuart.fl.us

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

City Commission

Meeting Date: 2/26/2024

Prepared by: Ben Hogarth, Jim Chrulski

Title of Item:

FY23/24 B/A No. 6, ACCEPTING A \$50,000 GRANT AWARD FROM FDEP FOR ADAPTATION PLAN (RC):

RESOLUTION No. 27-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING BUDGET AMENDMENT NO. 6 TO THE FISCAL YEAR 2023-2024 OPERATING BUDGET; ACCEPTING AN ADDITIONAL GRANT AWARD OF \$50,000.00 FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR AN ADAPTATION PLAN COMPONENT OF A PREVIOUSLY AWARDED FDEP RESILIENT COASTLINES GRANT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Florida Legislature through the Department of Environmental Protection (FDEP) developed a Resilient Coastlines Grant Program for local governments to develop plans and projects addressing critical vulnerabilities to coastline infrastructure across the state. The City was previously awarded \$100,000 by FDEP to pursue professional services in developing a Vulnerability Assessment, which is a necessary first step towards project funding in the future. In 2023, the City amended its award request application to FDEP for an additional \$50,000 (via Resolution R78-2023) to be applied towards an Adaptation Plan as a 7th deliverable for the Vulnerability Assessment grant. The Adaptation Plan is an equally critical element for communities that intend to apply for future project grant funding through the state.

As of last December, the City was notified by FDEP grant administrators that its request for an additional \$50,000 was approved in full. This budget amendment reconciles the authorization request (from Resolution No. 78-2023) for the 2023-24 Fiscal year Budget.

Funding Source:

From: (430-38930) Proprietary - State Grant Revenue
\$50,000.00

To: (430-53531) Stormwater – Professional Services
\$50,000.00

Project Number: 21045701

Recommended Action:

Motion approval of Resolution 27-2024

ATTACHMENTS:

1. R27-2024 BA 06 FDEP Grant Award for Adaptation Plan
2. 22PLN12 A1 - City of Stuart Resilient Coastlines Program - For Execution
3. 078-2023_Signed



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

RESOLUTION NUMBER 27-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING BUDGET AMENDMENT NO. 6 TO THE FISCAL YEAR 2023-2024 OPERATING BUDGET; ACCEPTING AN ADDITIONAL GRANT AWARD OF \$50,000.00 FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR AN ADAPTATION PLAN COMPONENT OF A PREVIOUSLY AWARDED FDEP RESILIENT COASTLINES GRANT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart believes that investments in infrastructure and resiliency will make the City a brighter and more sustainable place for all residents and businesses; and

WHEREAS, the City Commission adopted a Sustainability Action Plan (SAP) in 2020 to address such critical issues to the City's future as infrastructural vulnerabilities; and

WHEREAS, the Florida Legislature and Department of Environmental Protection have developed and authorized a Resilient Coastlines Grant Program to assist local governments with such vulnerability assessments and plans for adaptive solutions; and

WHEREAS, the Florida Department of Environmental Protection (FDEP) has previously awarded an amount of \$100,000.00 to the City of Stuart, currently applied in the FY2024 Budget towards development of a required Vulnerability Assessment; and

WHEREAS, the City of Stuart applied through the Resilient Coastlines Grant Program for an additional \$50,000.00 for an Adaptation Plan component of its Vulnerability Assessment, and was notified by FDEP in December 2023 that it has been awarded the full grant request; and

WHEREAS, the City Commission of the City of Stuart accepts the additional award of \$50,000.00 from FDEP to be applied towards professional consultant services in developing an Adaptation Plan component of the City’s Vulnerability Assessment.

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

SECTION 1: The 2023-2024 Fiscal Year Operating Budget for the General Fund is hereby further amended as follows:

From: (430-38930) Proprietary - State Grant Revenue
\$50,000.00

To: (430-53531) Stormwater – Professional Services
\$50,000.00

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:

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

**AMENDMENT NO. 1
TO AGREEMENT NO. 22PLN12
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF STUART**

This Amendment to Agreement No. 22PLN12 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Stuart (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Stuart Resilient Coastlines Program (Project), effective September 27, 2023; and,

WHEREAS, \$50,000.00 in additional funding for this Project is provided under Line Item 1820 of the 2023-2024 General Appropriations Act; and the total funding for this Agreement is now \$150,000.00; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1820 of the 2023-2024 General Appropriations Act begins on July 1, 2023; and,

WHEREAS, the Department has requested an update to the Reimbursement Period in Attachment 2, Special Terms and Conditions, to begin on July 1, 2021 and end at the expiration of the Agreement; and,

WHEREAS, the Department has requested an update to the Performance Measures and Payment Request Schedule in Attachment 3, Grant Work Plan; and,

WHEREAS, the parties have agreed to update the scope of work to the Agreement as set forth herein; and,

WHEREAS, the Grantee has requested a 6-month extension of the Agreement for more time to complete the project; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 5, Exhibit A, Exhibit F, Exhibit H, and Exhibit I following updates from the Office of the General Counsel and Resilient Florida Program; and,

WHEREAS, the Department has requested to add Exhibit J to the Agreement as set forth herein; and,

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 30, 2024. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$150,000.00	☒ State ☐ Federal	GAA Line Item #1707A, FY 21-22	\$100,000.00
	☒ State ☐ Federal	GAA Line Item #1820, FY 23-24	\$50,000.00
	☐ Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$150,000.00

3. Section 7. of the Standard Grant Agreement is hereby revised to the following:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions

☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR 1808
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification

4. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.
5. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.
6. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
7. Attachment 5, Resilient Florida Program Special Audit Requirements is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Resilient Florida Program Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-A, Revised Resilient Florida Program Special Audit Requirements.
8. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form.
9. Exhibit F, Final Project Report, is hereby deleted in its entirety and replaced with Exhibit F-1, Revised Final Project Report, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit F, shall hereinafter refer to Exhibit F-1, Revised Final Project Report.
10. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H, shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.
11. Exhibit I, Vulnerability Assessment Compliance Checklist Certification, is hereby deleted in its entirety and replaced with Exhibit I-1, Revised Vulnerability Assessment Compliance Checklist Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit I shall hereinafter refer to Exhibit I-1, Revised Vulnerability Assessment Compliance Checklist Certification.

12. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF STUART

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Representative or Designee

By: _____
Secretary or Designee

Michael J. Mortell, City Attorney
Print Name and Title

Alex Reed, Director
Print Name and Title

Date: _____

Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (13 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (5 pages)
Attachment	5-A	Revised Special Audit Requirements (6 Pages)
Exhibit	A-1	Revised Progress Report Form (1 page)
Exhibit	F-1	Revised Final Project Report (2 pages)
Exhibit	H-1	Revised Contractual Services Certification (1 page)
Exhibit	I-1	Revised Vulnerability Assessment Compliance Checklist Certification (3 pages)
Exhibit	J	Common Carrier or Contracted Carrier Attestation Form (1 page)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1-A

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. **Taxes.** The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. **Rural Communities and Rural Areas of Opportunity.** If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. **State Funds Documentation.** Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

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- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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 in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on 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.
- iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements

- a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

- The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

- <https://www.epa.gov/invest/investing-america-signage>.

- b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 22PLN12**

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is City of Stuart Resilient Coastlines Program. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement. .
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

None.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 22PLN12**

ATTACHMENT 3-A

PROJECT TITLE: City of Stuart Resilient Coastlines Program

PROJECT LOCATION: The Project is located in the City of Stuart within Martin County, Florida.

PROJECT DESCRIPTION:

The City of Stuart (Grantee) will conduct the City of Stuart Resilient Coastlines Program (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes. The City proposes to develop a VA and resiliency Adaptation Plan (AP) that will guide the City's Capital Improvements Plan. The Project will include public outreach.

TASKS AND DELIVERABLES:

Task 1: Assemble Steering Committee and Conduct Steering Committee Meetings

Description: The Grantee will identify potential representatives to serve on the project steering committee. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes. The Grantee will then distribute an email to potential steering committee members that requests steering committee participation and to provide confirmation of acceptance or denial.

The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process.

Deliverables: The Grantee will provide the following:

- **1.1:** The list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information;
- **1.2:** Meeting agendas to include location, date, and time of meeting;
- **1.3:** Meeting sign-in sheets with attendee names and affiliation;
- **1.4:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **1.5:** A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

Task 2: Public Outreach Meetings and Public Presentation

Description: The Grantee will also conduct one or more public outreach meetings to present the results from the exposure analysis, sensitivity analysis, and draft Vulnerability Assessment. The purpose of the public outreach meetings is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

At a subsequent meeting, the Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following for each public outreach meeting and/or public presentation:

- **2.1:** Meeting agendas to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **2.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **2.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **2.5:** A summary report including attendee input and meeting outcomes.

Task 3: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **3.1:** A technical report to outline the data compiled and findings of the gap analysis;

- **3.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **3.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 4: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **4.1:** A draft Vulnerability Assessment report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **4.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers

Task 5: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **5.1:** An updated draft Vulnerability Assessment report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **5.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 6: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **6.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.
- **6.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **6.4:** A signed Vulnerability Assessment Compliance Checklist Certification.

Task 7: Adaptation Plan

Description: The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation

Deliverables: The Grantee will provide the final AP or Report.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form,

detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Assemble Steering Committee and Conduct Steering Committee Meetings	Contractual Services	\$3,750	\$0	\$3,750	7/1/2021	9/30/2024
2	Public Outreach Meetings and Public Presentation	Contractual Services	\$3,750	\$0	\$3,750	7/1/2021	9/30/2024
3	Acquire Background Data	Contractual Services	\$17,500	\$0	\$17,500	7/1/2021	9/30/2024
4	Exposure Analysis	Contractual Services	\$17,000	\$0	\$17,000	7/1/2021	9/30/2024
5	Sensitivity Analysis	Contractual Services	\$30,000	\$0	\$30,000	7/1/2021	9/30/2024
6	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$28,000	\$0	\$28,000	7/1/2021	9/30/2024
7	Adaptation Plan	Contractual Services	\$50,000	\$0	\$50,000	7/1/2023	9/30/2024
Total:			\$150,000	\$0	\$150,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5-A

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5-A

1 of 7

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5-A

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	21/22	37.098	Resilient Florida Programs	\$100,000.00	140078
Amendment 1	Florida Department of Environmental Protection	23/24	37.098	Resilient Florida Programs	\$50,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$150,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A-1
REVISED PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F-1

DEP AGREEMENT NO. 22PLN12

CITY OF STUART RESILIENT COASTLINES PROGRAM

City of Stuart

Revised Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Exhibit F-1, DEP Agreement # 22PLN12

Page 1

6/30/2023

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H-1

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22PLN12

Project Title: City of Stuart Resilient Coastlines Program

Grantee: City of Stuart

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Jacqui May

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION**

Exhibit I-1

Required for all planning grant agreements.

DEP Agreement Number: 22PLN12

Project Title: City of Stuart Resilient Coastlines Program

Grantee: City of Stuart

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage at the link below:

<https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
b	☒	Geospatial data in an electronic file format.	
c	☐	GIS metadata.	
d	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	☐	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable.	

Exhibit I-1

1 of 3

		☐ Not applicable ☐ Already in compliance	
f	☐	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	☐	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. <i>(optional)</i>	
h	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. <i>(check one)</i> ☐ NOAA data ☐ FEMA data	
i	☐	Initial storm surge event equals or exceeds current 100-year flood event.	
j	☐	Higher frequency storm analyzed for exposure of a critical asset. <i>(optional, but must provide additional detail if included)</i>	
k	☐	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. <i>(required if item e is not applicable)</i>	
l	☐	Future boundary conditions have been modified to consider sea level rise and high tide conditions. <i>(optional)</i>	
m	☐	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. <i>(required if item e is not applicable)</i>	
n	☐	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. <i>(optional)</i>	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o	☐	All analyses performed in North American Vertical Datum of 1988.	
p	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	☐	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level <i>(if so, provide Department approval)</i> .	

Identify all counties and municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Jacqui May

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION**

Exhibit I-1

Required for all planning grant agreements that include a comprehensive Vulnerability Assessment.

DEP Agreement Number: 22PLN12

Project Title: City of Stuart Resilient Coastlines Program

Grantee: City of Stuart

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. When filling out the checklist, please provide the corresponding page number in the VA or, if the item is not applicable, an explanation as to why it is not applicable. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
A	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
B	☐	Geospatial data in an electronic file format.	
C	☐	GIS metadata.	
D	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset. Critical assets and regionally significant assets are as defined in subsection 380.093(2), F.S.	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
E	☐	Peril of Flood Comprehensive Plan amendments developed that address paragraph 163.3178(2)(f), F.S. (if applicable) ☐ Noncoastal community/Peril of Flood not required ☐ Already in compliance	

F	☐	Depth of tidal flooding, including future high tide flooding. The threshold for tidal flooding is 2 feet above mean higher high water. <i>(if applicable)</i>	
G	☐	Analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. <i>(to the extent practicable)</i>	
H	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. <i>(check one, if applicable)</i> ☐ NOAA data ☐ FEMA data	
	H.1	☐ Initial storm surge event equals or exceeds current 100-year flood event. <i>(if applicable)</i>	
	H.2	☐ Higher frequency storm analyzed for exposure of a critical asset. <i>(optional, but must provide additional detail if included)</i>	
I	☐	Rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. <i>(to the extent practicable but required if item e is noncoastal)</i>	
	I.1	☐ Future boundary conditions have been modified to consider sea level rise and high tide conditions. For rainfall-induced flood modeling, the model inputs for the 2040/2070 rainfall scenarios should use projected sea level rise/high tide conditions. <i>(if applicable)</i>	
	I.2	☐ Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. <i>(required if item e is noncoastal)</i>	
J	☐	Compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. <i>(to the extent practicable)</i>	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
K	☐	All analyses in North American Vertical Datum of 1988.	
L	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
M	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
N	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
	N.1	☐ Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges. Data may be taken from one such gauge if the gauge has a higher mean sea level. <i>(if checked, provide Department approval).</i>	

Exhibit I-1

2 of 3

Identify all counties and municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee’s knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Jacqui May

Print Name

Date

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Stuart is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:



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

RESOLUTION NUMBER 78-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO AMEND RESOLUTION 116-2020 TO REQUEST ADDITIONAL GRANT FUNDS THROUGH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR A CITY-WIDE RESILIENCY STUDY AND ADAPTATION PLAN; 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 Environmental Protection Office provides grant funds to Recipients for the purposes provided for herein which will benefit the City of Stuart Public Works Department in the completion of a Resiliency Study and Adaptation Plan; and

WHEREAS the proposed Scope of Work will align with the mission of the FDEP; and

WHEREAS the City continues to implement strategies to improve the safety of all residents, through assessments and planning.

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

Authorization to Amend Resolution 116-2020 to Request Additional Funds; to Execute a Grant Agreement, and Make Minor Amendments, if Required.

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

SECTION 2: The City Manager is authorized to submit a grant application for the Stuart Public Works Department to the Florida Department of Environmental Protection; and to execute an agreement, if the grant is awarded; and 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.

Commissioner COLLINS offered the foregoing resolution and moved its adoption.

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

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

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

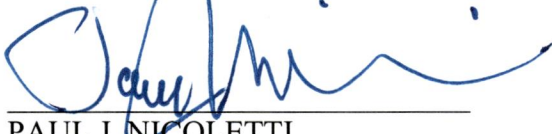
ADOPTED this 28th day of August, 2023.

ATTEST:


MARY R. KINDEL
CITY CLERK


for TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


PAUL J. NICOLETTI
INTERIM CITY ATTORNEY



CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

City Commission

Meeting Date: 2/26/2024

Prepared by: Mechelle Arbuzow

Title of Item:

PORION OF S.E. ARAPAHO AVENUE RIGHT-OF-WAY ABANDONMENT (RC):

RESOLUTION No. 14-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA DECLARING PURSUANT TO CHAPTER 36 OF THE CODE OF ORDINANCES OF THE CITY OF STUART, FLORIDA THE INTENTION OF THE CITY COMMISSION TO ABANDON AND TO SET PUBLIC HEARINGS IN THE CITY COMMISSION CHAMBERS TO CONSIDER THE ABANDONMENT OF A 50' WIDE PUBLIC RIGHT-OF-WAY WITHIN THE CITY, BEING THE PORTION OF S.E. ARAPAHO AVENUE, MORE CLEARLY DESCRIBED IN EXHIBIT "A" ATTACHED; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The owners of real property, Todd Britt and Carla Williamson, located at 825 S.E. 13th Street, have requested the abandonment of a 50-foot unutilized portion of S.E. Arapaho Avenue Public Right-of-Way. The 50-foot right-of-way is located east of 825 S.E. 13th Street, The City's Public Works Department has determined that the use of the Right-of-Way is no longer in the public's best interest and does not object to the abandonment of the City's interest.

The procedure for abandonment of the City-owned Right-of-Way is in accordance with Section 36-3 of the City's Code of Ordinances which requires the City Commission to first pass a Resolution declaring the intent to abandon the Right-of-Way.

The vacation or change of any street, alley, road or public way shall be accomplished by Ordinance. The City Commission, in vacating any street or part of a street or changing the name of any street, may include in one ordinance the changes of name or vacation or narrowing of more than one street avenue or alley, but before vacating any street or part thereof, or narrowing any street, avenue or alley, the City Commission shall first pass a resolution declaring its intention to do so.

Funding Source:

N/A

Recommended Action:

Move to approve Resolution No. 14-2024, a declaration of interest to abandon certain Right-of-Way within the City limits.

ATTACHMENTS:

1. R14-2024 SE Arapaho Ave ROW abandonment
2. Chapter 36 Streets Sidewalks and Other Public Places

Return to:

City Attorney's Office
City of Stuart
121 SW Flagler Street
Stuart, FL 34994



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

RESOLUTION NUMBER 14 -2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA DECLARING PURSUANT TO CHAPTER 36 OF THE CODE OF ORDINANCES OF THE CITY OF STUART, FLORIDA THE INTENTION OF THE CITY COMMISSION TO ABANDON AND TO SET PUBLIC HEARINGS IN THE CITY COMMISSION CHAMBERS TO CONSIDER THE ABANDONMENT OF A 50' WIDE PUBLIC RIGHT-OF-WAY WITHIN THE CITY, BEING THE PORTION OF S.E. ARAPAHO AVENUE, MORE CLEARLY DESCRIBED IN EXHIBIT "A" ATTACHED; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City has received a request for abandonment relating to the public right-of-way described below that conforms to the requirements of Chapter 36 of the Code of Ordinances of the City of Stuart, Florida.

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

SECTION 1: The purpose of this resolution is to state the intention of the City Commission to

City of Stuart, Florida - Resolution No. 14 -2024

abandon a portion of public right-of-way and to set public hearings before the City Commission at its regular meeting in the City Commission Chambers to consider the abandonment of the subject property within Martin County, Florida:

SECTION 2: A sketch depicting the subject right-of-way is attached hereto as Exhibit “A”.

SECTION 3: This resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing ordinance and moved its adoption.

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

BECKY BRUNER, MAYOR
RICH CAMPBELL, 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

BECKY BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

Exhibit "A"



State of Florida, Maxar, Microsoft | City of Stuart GIS | The U.S. Department of Agriculture, Natural Resources Conservation Service, Esri | SFWMD, Regulation | Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, ArcGIS Web AppBuilder

Chapter 36 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE I. IN GENERAL

Sec. 36-1. Obstructing.

No person shall place any wares, merchandise or other personal property upon the sidewalks or streets within the city which obstructs or in any way impairs the free use of the public in and to the sidewalks or streets.

(Code 1981, § 14-1; Code 1995, § 70-1)

Sec. 36-2. Privilege fee for abandoning public property.

- (a) There is hereby established a privilege fee, payable by any person petitioning the city for the abandonment and vacation of the interests of the city in and to any real property or street, alleyway, road, highway or other place used for travel, or any portion thereof; such fee to be deposited into the city property management fund to be used exclusively for the acquisition, operation and maintenance of other public properties of the city.
- (b) The privilege fee shall be determined and fixed by computing 100 percent of the value added to the adjoining real property of the petitioner by the resulting addition of the interest abandoned by the city; the value added to be determined by the appraisal of a qualified, registered real estate appraiser who practices in the county; such appraisal shall be ordered by the city but shall be paid for by the petitioner in addition to any privilege fee payable. The resulting 100 percent computation shall be established for the fee herein provided for, but in no event shall the privilege fee payable be less than the amount as currently established or as hereafter adopted by resolution of the city commission from time to time in appendix A to this Code.
- (c) This privilege fee shall not apply to petitions made by the original gratuitous donor of the city's interest to be abandoned nor when F.S. § 255.22, or a reverter clause in the instrument of conveyance to the city shall take effect.
- (d) The privilege fee hereby imposed may, upon proper application, be waived by the city commission in its discretion upon a showing that the abandonment will benefit the public and city residents at large and not the adjoining landowners exclusively.

(Code 1981, § 14-7; Code 1995, § 70-7; Ord. No. 1971, § 1, 2-23-2004)

Sec. 36-3. Vacation or change of name of streets, alleys, etc.

- (a) *Ordinance, resolution required.* The vacation or change of name of any street, alley, road or public way shall be accomplished by ordinance. The city commission, in vacating any street or part of a street or changing the name of any street, may include in one ordinance the change of name or vacation or narrowing of more than one street, avenue or alley, but before vacating any street or part thereof, or narrowing any street, the city commission shall first pass a resolution declaring its intention to do so.
- (b) *Notice requirement and expenses.* The person applying for a vacation, alteration or change of name of a street, road, avenue or alley shall bear the expense and responsibility of providing due public notice of the time, place and purpose of the hearing to be held on the application to all persons whose property abuts

upon the portion of the street, road, avenue or alley to be directly affected by the vacation, alteration or change of name.

(c) **Service of notice by mail.** Notice of road, street or alley abandonment, vacation, alteration and name change shall be furnished to all persons whose property abuts upon that portion of such public way affected by a proposed abandonment, vacation, alteration or name change by certified mail, return receipt requested, to be mailed no later than ten days prior to the date the public hearing which shall be the second reading of an ordinance vacating, altering or changing the name of such public way. The notice so mailed shall be a true and correct copy of the resolution adopted by the city commission clearly setting forth the location of the affected public way and the time, date, and place of the public hearing (second reading of the ordinance) on the abandonment, vacation, alteration, or name change.

(d) **Publication of resolution.** The resolution shall also be published in the legal advertisement classified section in a newspaper of general circulation in the city no earlier than seven calendar days prior to the public hearing.

(e) **Signage.**

- (1) The beginning area of the abandonment, location, alteration or change of name as well as its point of termination shall both be posted with signs facing perpendicular to the right-of-way, in plain view of traffic, each being no smaller than 24 inches by 36 inches, which shall be captioned by the following language in bold print:

NOTICE

THIS ROAD IS SUBJECT TO (ABANDONMENT) (ALTERATION) (NAME CHANGE)
BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA. PLEASE
READ THE NOTICE ON THIS SIGN FOR FURTHER INFORMATION.

- (2) The signs shall have affixed in weatherproof transparent coverings a copy of the required resolution. The signs shall be clearly visible from the nearest right-of-way other than that sought to be abandoned, altered or otherwise changed.
 - (3) The sign shall be so displayed for 15 continuous days prior to the scheduled hearing.
- (f) **Closure.** The act of the city commission in closing or abandoning any road, alleyway, or street, or in renouncing or disclaiming any rights in any land delineated on any recorded map as a road, alleyway or street, shall abrogate the easement theretofore owned, held, claimed or used by or on behalf of the public and the title of fee owners shall be freed and released therefrom. If the fee of the road, alleyway or street space had been vested in the city, the same will be thereby surrendered and will vest in the abutting fee owners to the extent and in the same manner as in case of termination of an easement for road purposes.

(Code 1981, § 14-8; Code 1995, § 70-8)

Charter reference(s)—Vacation of streets, art. IX.

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

Meeting Date: 2/26/2024

Prepared by: Mary Kindel

Title of Item:

PROCLAMATION POLICY UPDATE (RC):

RESOLUTION No. 25-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AMENDING RESOLUTION 56-09 BY RE-ESTABLISHING A POLICY FOR THE ISSUANCE OF PROCLAMATIONS BY THE MAYOR AND CITY COMMISSION AND CONCURRENTLY APPROVING AND ADOPTING AN UPDATED CITY OF STUART PROCLAMATION POLICY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City of Stuart Proclamation Policy was last updated in 2009. Numerous requests for Proclamations are received from individuals and groups and it is beneficial to the City that an updated, detailed policy be established by the City Commission. This allows the City to appropriately process and prepare requested Proclamations in a consistent and accurate manner.

Funding Source:

N/A

Recommended Action:

Motion to adopt Resolution No. 25-2024.

ATTACHMENTS:

1. R25-2024 Proclamation Policy Update
2. R25-2024 Proclamation Policy_DRAFT



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

RESOLUTION NUMBER 25-2024

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA AMENDING
RESOLUTION 56-09 BY RE-ESTABLISHING A
POLICY FOR THE ISSUANCE OF
PROCLAMATIONS BY THE MAYOR AND CITY
COMMISSION AND CONCURRENTLY
APPROVING AND ADOPTING AN UPDATED CITY
OF STUART PROCLAMATION POLICY;
PROVIDING AN EFFECTIVE DATE; AND FOR
OTHER PURPOSES.**

* * * * *

WHEREAS, the City of Stuart originally adopted a Proclamation Policy in 1993 per Resolution No. 47-93 and was last updated in 2009 by Resolution No. 56-09, and

WHEREAS, the City received numerous requests from individuals and groups for the issuance of Proclamations by the Mayor and City Commission, and

WHEREAS, it is beneficial to the City that an updated, detailed policy be established by the City Commission whereby the City can appropriately process and prepare requested Proclamations in a consistent and accurate manner.

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

SECTION 1: The City Commission hereby amends Resolution No. 56-09 to adopt an update to the City of Stuart Proclamation Policy, attached hereto as “Attachment A”.

SECTION 2: 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 _____, 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 Proclamation Policy

I. STATEMENT OF POLICY

- A. The City wishes to provide an avenue that will encourage public awareness and provide recognition for events and activities that are significant to the City of Stuart.
- B. This policy provides directives regarding criteria, request submissions and processing, and standards for the issuance of Proclamations.
- C. The Mayor of the City of Stuart shall be permitted to sign and issue Proclamation at no charge, for community recognition purposes.

II. DEFINITION

- A. Proclamation: An official public announcement of declaration to formally recognize and/or draw awareness to an organization, business, issue, event, or individual that impacts or has had an impact on the City of Stuart during a specific timeframe.

III. POLICY AND PROCEDURE FOR PROCLAMATIONS

- A. Criteria
 - 1. Eligible Proclamations – Proclamations may recognize but are not limited to the following: achievements of the citizens of the City of Stuart, organization's occasions of importance and significance to the City, dates that are noteworthy or historically significant, and special events within the City limits.
 - 2. Non-Eligible Proclamations – Proclamations will not be offered for commercial purposes, such as the opening of a new business, provision of a new service or product, for business or non-profit anniversaries of less than 50 years, for matters of political controversy, ideological or religious beliefs or individual convictions, campaigns or events contrary to City policies or espousing hatred, violence, or racism.
 - 3. Proclamations are strictly honorary, are issued as a courtesy, are not legally binding, and do not constitute an endorsement by the City of Stuart.
 - 4. Proclamations shall be accepted by the requestor or representative of the requesting entity and attend the meeting of the City Commission at which the Proclamation is presented unless prior arrangements are made.

B. Requests

1. A request for a City of Stuart Proclamation shall be made in writing to the City Clerk's Office at least fourteen (14) days prior to the meeting date of the Proclamation presentation. A new request must be submitted for each item, standing or rolling requests will not be accepted.
2. Each request must be accompanied by the name, mailing address, email address, and telephone number of a responsible person who can provide additional information and who will be accepting the proposed Proclamation.
3. Special requests may recognize, but are not limited to, significant birthdays not less than 95 years, anniversaries, retirements, professional celebrations, award recipients, achievements, and individuals or organizations for their accomplishments. Special Proclamations are permitted only at the request of a commissioner or the City Manager and are provided directly to the requestor and not presented at a public meeting. Special Proclamations are not permitted for deceased persons, weddings, anniversaries less than 50 years, or family reunions except at the direct request of the City Manager.
4. Requestors may use the Proclamation Request Form ("Form") available on the City's website at www.CityofStuart.us. Requests may also be submitted via email at CityClerk@ci.stuart.fl.us, or in writing addressed to the City Clerk's Office at 121 SW Flagler Avenue, Stuart, Florida, 34994.

Requests not using the Form must include the following information:

1. The contact person's first and last name, mailing address, email address, and telephone number.
2. The name of the person or date and specific name of the event/occasion to be proclaimed or recognized.
3. A brief summary and/or background of the event, organization, or person.
4. For Proclamations, provide draft text including facts about the subject matter with approximately three (3) points with a maximum of four (4) points.
5. Date to be presented and/or when needed.
6. An indication of whether the Proclamation is to be presented at a public meeting or the requestor wishes for it to be mailed or picked up at City Hall.

C. Process

1. Proclamation – Upon receipt of a complete, qualifying request for a Proclamation, the City Clerk will process the Proclamation for signature of the Mayor and communicate with the requestor.

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

Meeting Date: 2/26/2024

Prepared by: Alaina Knofla

Title of Item:

UPDATED PROCUREMENT POLICY (RC):

RESOLUTION No. 23-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE UPDATED PROCUREMENT POLICY FOR THE CITY; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Procurement Policy has been updated to enhance efficiency within the City.

Funding Source:

N/A

Recommended Action:

Motion to adopt Resolution No. 23-2024.

ATTACHMENTS:

1. R23-2024 Adopt Updated Procurement Policy (1)
2. R23-2024 Updated Procurement Manual_ Redlined
3. R23-2024 Updated Procurement Manual



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

RESOLUTION NUMBER 23-2024

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA APPROVING THE
UPDATED PROCUREMENT POLICY FOR THE CITY;
PROVIDING AN EFFECTIVE DATE AND FOR
OTHER PURPOSES.**

* * * * *

WHEREAS, the City Financial Services Department requests the approval of the updated Procurement Policy guidelines.

WHEREAS, the Procurement Policy has been updated to enhance efficiency within the City.

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

SECTION 1: The City Commission approves the Updated Procurement Policy.

SECTION 2: This Resolution shall become effective immediately upon adoption.

Res.23-2024
Adoption of Updated Procurement Policy

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 26th 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 Procurement Policies and Procedures

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Section 1 - Overview

Mission

The mission of the Procurement Division is to provide for fair and equitable treatment of all persons involved in public purchasing by the City; to maximize the purchasing value of public funds in procurement; and to provide safeguards for maintaining a procurement system of quality and integrity.

Purpose

The purpose of this manual is to set forth and establish the City's policies and procedures to be used in the procurement of goods and services required for the operation of all departments.

This manual is not intended to address every issue, exception, or contingency that may arise in the course of purchasing activities. The basic standard that should always prevail is to exercise good judgment in the use and stewardship of City resources.

General Statement

It is a goal of the City of Stuart to develop a comprehensive purchasing system. This system should provide greater cost effectiveness and public accountability in the procurement process.

Scope

The policies and procedures outlined in this manual shall apply to all departments involved with any procurement of goods and services for the City of Stuart. Throughout this manual, the word "City" may also be used to represent the City of Stuart. The word "department(s)" or "City department(s)" may, in many instances, also apply to City division(s).

General Policies

The Stuart City Commission has delegated authority to the City Manager to act as the Procurement official on behalf of the City of Stuart. The City Manager may delegate Procurement duties and responsibilities as needed.

All elected and appointed officials of the City who participate in the solicitation and approval of purchases and contracts are personally responsible for becoming familiar with and abiding by all applicable State of Florida Statutes, City of Stuart Code, and Procurement policies and procedures in this manual, governing such activities.

City officials should endeavor to receive maximum value for the public dollar and to purchase in the best interest of the City. The procurement manual shall provide for rules, regulations, and procedures for the internal management and operation of the Purchasing Division.

It is the Financial Services Director's responsibility to monitor and ensure compliance with the procurement policy.

The Financial Services Director's shall supervise the procurement of all supplies, services, or other items as needed by the City; exercise supervision over inventories of supply belonging to the City; and sell, trade, donate, destroy, transfer, or otherwise dispose of surplus property.

All qualified bidders shall be afforded equal opportunities to quote and will compete on equal terms.

Awards shall be made for bids and quotes that provide the best value to the City, taking into consideration the vendor's skill, business judgment, experience, facilities to carry out the contract and previous work ability. The City reserves the right to waive minor irregularities, reject and/or accept any and all bids, in whole or in part, or take such other action as serves the best interests of the City.

It is the intent of the City to buy only from suppliers who have adequate financial strength, high ethical standards and a record of adhering to specifications, maintaining shipping promises and giving maximum service. New sources of supply shall be given due consideration, as multiple sources of supply are necessary to ensure availability of materials.

The City shall strive to maintain strong and enduring relationships with vendors of proven ability and with those who have a desire to meet the needs of the City. To accomplish this, purchasing activities shall be conducted so the vendors will value the City's business and will make every effort to furnish its requirements on the basis of quality, service and price.

Individuals engaged in purchasing shall promote constructive competition by constantly seeking new bidders, obtaining several bids on almost everything purchased and developing more than one active source of supply for various products and services.

Acceptance of gifts, other than items of nominal value such as advertising novelties, is prohibited. Officials and employees shall not become obligated to any vendor and must not conclude any City transaction from which they may personally benefit.

Section 2 – Procurement Cycle

The Procurement Cycle is the sequence of events that defines procurement procedure from recognition of a need through final payment for services, supplies or equipment. The Public Procurement Cycle has the same characteristics in every public procurement office. The Public Procurement Cycle is that which we are demonstrating within this manual and the one regulated by the City of Stuart Procurement Policy.

The cycle begins during the budget process. When a need or requirement is recognized at the field level, the product, with its estimated cost, is proposed in the annual budget for the coming year. With adoption of the budget by the City Commission, funds become available for purchase of the required product. Whether the need is supplies, a service or a particular piece of equipment, fulfilling the need will expedite, improve or make more cost effective the delivery of services by the city to its citizens. When the need is recognized, internal departmental procedures will result in either a requisition which describes the product in detail or procurement of the required goods by means of the Purchasing Card. The requisition will be entered into the City's computerized Finance/Procurement system. The requisition must have the correct account line and carry the electronic signature of the department head (or the department head's designee) who can authorize the expenditure of funds.

The City has migrated to a paperless requisitioning system. Currently, signed approval on the original invoice denotes receipt of the goods or services in good order and authorizes payment by Accounts Payable. The estimated cost determines how vendors are solicited for quotes or bids for a product or service. Experience or current research will give the department an estimated cost for the product in the required quantity.

Section 3 - Duties & Responsibilities

Purchasing Division Responsibilities

The Purchasing Division staff of the Financial Services Department is responsible for coordinating the procurement procedures for the City. The Purchasing staff also provides training to using departments.

The Purchasing Division shall:

- a) Develop purchasing objectives, programs and procedures for the acquisition of materials, equipment, supplies, and services.
- b) Coordinate and provide assistance for procurement procedures of user departments.
- c) Consolidate the purchase of like or common items or services.
- d) Review drafted specifications for formal bids.
- e) Provide contract administration.
- f) Ensure all purchases are made as per State laws and City policy.
- g) Resolve, monitor and negotiate contract disputes regarding contract compliance.

Requesting Department's Responsibilities

The requesting Department shall:

- a) Initiate purchases, as outlined in this procurement manual, allowing sufficient lead time for the Purchasing Division to process the order and the vendor to deliver goods or services.
- b) Follow the City's procurement policies outlined in the Procurement and P-Card manuals.
- c) Prepare clear and unrestrictive technical specifications when needed for products or services.
- d) Review bid tabulation sheets and submitted proposals to inform the Purchasing Division of their department's recommendations for award.
- e) Send complete and proper specifications for bid solicitation, or proper documentation to waive competitive bidding when exercising an option to "piggyback" or declaring sole/single source procurement.
- f) Promptly inform the Purchasing Division of any contract compliance issues.

Section 4 – Solicitation Thresholds

Vendor Selection

The following procedures should be used depending on the amount of the purchase. The estimated value of the purchase determines what steps must be completed before a purchase authorization can be issued for the request. If the purchase price of commodities or contractual services exceeds the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (currently \$35,000), purchase of commodities or contractual services may not be made without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies unless otherwise specified here within.

Technology Services Director may purchase any direct purchase under \$20,000.00 without a method of Procurement.

PURCHASES OF \$0.01 TO \$4,999.99-(Department Director)

Purchases in this category should be paid with a Purchasing Card, if accepted. One (1) verbal quotes is required and may be a telephone quote.

PURCHASES OF \$5,000.00 TO \$9,999.99-(Department Director)

All purchases in this category require the approval of the Department Head. Three (3) verbal quotes will be required.

PURCHASES OF \$10,000.00 TO \$34,999.99-(Financial Services Director)

All purchases in this category require the approval of the Department Head and Financial Services Director. Three (3) written quotes will be required. All quotes must be attached to your requisition.

PURCHASES OF \$34,999.99 TO \$74,999.99-(City Manager or delegate)

All purchases in this category require approval of the City Manager. Competitive solicitation

process, made available simultaneously to all vendors, must include time and date for the receipt of bids, proposals, or replies and a public opening.

PURCHASES OF \$75,000.00 AND ABOVE-(City Commission)

All purchases for products and services in this category require a competitive solicitation process made available simultaneously to all vendors, must include time and date for the receipt of bids, proposals, or replies and a public opening.
and award approved by Commission.

Section 5 – Award Authority

Award authority and the authority to execute two party or multi-party contracts rests solely with the Stuart City Commission. The City Commission has delegated award authority to the City Manager to execute purchase orders, provided the funds have been appropriated by the City Commission in the annual budget process.

The Commission has delegated the authority to execute two party or multi-party procurement contracts that are binding on the City to the City Manager as long as: a) the contracts are valued at less than \$74,999.99; b) funds for the project have been appropriated by the City Commission through the annual budgeting process; c) the contract commits the City to no other obligation than the expenditure of appropriated funds; and d) the vendor was selected in accordance with the City Procurement Policy.

After funds have been appropriated by the city commission in the annual budget process for a particular purchase and the vendor has been selected in accordance with the provisions of the City Procurement Policy, and the purchase order/contract does not obligate the city to anything other than payment of a single purchase a purchase order or contract can be issued to the vendor without need of further city commission action regardless of dollar amount.

Section 5 – Payment Methods

Petty Cash

Petty cash is to be used for purchases of \$50 or less. The City Purchasing Card should be used whenever possible for purchases under \$50 as well.

Purchasing Card

A purchasing card (P-card) is intended for use by an employee that has a frequent and recurring need to purchase small dollar supplies and services. The P-card program is designed to improve efficiency in processing purchases from any supplier that accepts the Visa credit card. Purchases can be completed with suppliers over the phone, fax, Internet, mail, or in person. All P-card purchases must follow the rules and procedures prescribed in the Procurement Policy and Purchasing Card Program Policy and Procedure in Appendix C.

Purchase Order

A Standard or Blanket Purchase Order (PO) is computer generated numbered document authorizing a supplier to provide goods or services to the City. A PO is the result of an authorized and approved requisition.

Direct Purchase

Items under \$5,000.00 may be paid with approval of the Department Director.

Check Request

The Check Request is a standard form used to authorize Accounts Payable staff to make payment for purchases of goods and/or services that is excluded from general purchasing requirements. These exclusions include certain payments to vendors or reimbursements as listed below:

- Travel and conferences
- Membership dues, subscriptions, licenses, or permits
- Educational and seminar fees
- Periodicals and publications
- Legal costs
- Refunds
- Other items as approved by the Financial Services Department

Before processing a Check Request, be sure to review other purchasing methods to ensure Procurement policies and procedures are followed. A Check Request may not be used to circumvent established Procurement policies and procedures. Such a request is an unauthorized purchase.

Use of a Check Request form is not designed to take the place of a Purchase Order or to circumvent the normal bidding procedure. The Financial Services Department shall inform the City Manager of any Check Request that is in violation of Procurement policy.

Section 76 – Cooperative Purchasing

The City of Stuart is authorized to participate with other governmental entities to solicit and procure goods, services and/or equipment required to deliver services to the constituents of each entity. It is a standard public procurement principle that larger quantities included in procurement contracts will render lower unit prices. This principle is commonly known as “economy of scale”. Economy of scale is the most apparent benefit derived from cooperative procurement; however, other not so visible benefits are inherent in a cooperative purchase. Procurement resources are conserved by advertising, opening, evaluating and awarding one agreement instead of several. The political benefit of different governmental entities cooperating for the benefit of the taxpayers is a tangible asset for the participating entities.

The City is further authorized to use other governmental contracts which have been competitively solicited and awarded to the lowest, responsive and responsible bidder or proposer. Therefore, the need to bid is satisfied for purchases of this nature. This method of purchase is commonly known as piggybacking, and is particularly desirable if time is a constraint or if the chances for obtaining better prices from other sources is poor. Utilization of these sources waives the requirement for a formal competitive bid.

It is the express intent of the Stuart City Commission that any award for construction, including building construction, road/paving construction, and underground construction shall only be

procured in accordance with the requirements of ~~Florida State Statute~~Section 255.20, Florida Statutes.

Section ~~8-7~~ – Methods of Solicitation

Invitation to Bid

The Invitation to Bid (ITB) is the most common formal, publicly advertised solicitation and the preferred method of soliciting vendors for prices and availability of product whose estimated value exceeds \$34,999.99.

An ITB is used when the City has a good understanding of that which it is going to buy and comprehensive, written specifications for the item(s) or services. The department/division knows exactly what it wants in terms of functionality, quality and quantity and is able to reduce the requirement to writing in a manner that is understandable to the prospective bidders.

The City will award Invitations to Bid to the lowest, most responsive and responsible bidder without further negotiation. This statement is included in the terms and conditions of the bid package to assure the City receives the best and lowest price with the first response from the bidder. This statement does not mean the City is buying a “low bid” product. It does mean the successful bidder is the one who conforms to all the material requirements, criteria and specifications set forth in the Invitation to Bid and have the capability, both operationally and financially, to fully perform the contract requirements at the least cost to the City.

Request for Proposals

The Request for Proposals (RFP) is another type of solicitation. The RFP is used in those situations when the department/division recognizes its requirement but does not necessarily have the expertise or desire to describe the solution. It may be an area which is in the process of accelerated change or an area where the appropriate technical terminology is obscure to the typical end-user but not to the manufacturer or vendor. It may also be a situation where the final operational result is more important than the cost of the goods or services.

An RFP is awarded using weighted “selection criteria” of which one may be price. Therefore, price may be a factor in the award of an RFP, but not necessarily the determining factor. The terms, conditions and pricing may be negotiated with the proposer(s) after proposals are opened and before a contract is awarded.

Criteria, in addition to price, for example, could be but not necessarily limited to: prior experience, operational plan, qualifications of proposer and team members, etc. Any criterion that the City end user determines has an effect on the final delivered product can be used to select the proposer most beneficial to the City.

Use of the RFP is becoming more common by public agencies because the public agency has the need for more latitude in selection and award of resulting contracts. As the City’s requirements become more complex use of the RFP will increase.

Requests for Quotations (RFQ)

Requests for verbal quotations: Procurements estimated to be valued at between \$4,999.99 and \$9,999.99 require three verbal quotations for the product or service. Usually, the vendor can quote the price and delivery at the time the telephonic or face-to-face request is made. Documentation should be noted on the requisition sent to procurement and include the name of the vendor, phone number, contact person, price quoted and delivery time.

Requests for informal written quotations: The City Procurement Code requires written quotations from vendors when the estimated purchase amount is between \$10,000 and \$34,999.99. The informal written request for quotations will meet this requirement. The informal request for quotation is used to meet the dollar threshold required or when the specifications or scope of service is more complicated than can be understandably communicated in a telephone conversation. The Procurement Office will assume the responsibility of RFQ solicitation if the subject of the RFQ is complex, if special terms & conditions are required to protect the interests of the City or if the department/division requests assistance. The request will define the terms and conditions under which the quote should be submitted. For example:

- a) A definite date and time by which the quote must be in the possession of the department requesting the quotation with the notation that quotes received after that date and time will not be considered. A short period of time (one or two days) is acceptable for a request for written quotations. The RFQ may be sent to vendors by facsimile transmission or by email. The RFQ should state that facsimile or email responses are acceptable as long as the offer is signed by an employee authorized to obligate the vendor.
- b) Specifications should be written in a manner that is easily understood by a vendor who sells the product or service described. A clause should be included stating that the specifications are not meant to restrict competition and that equivalent products will be considered when evaluating responses.
- c) Delivery information should be specifically requested. If the delivery is critical to the department's mission, the RFQ should state that delivery time is an evaluative criterion, and the quoting firm with the delivery time that best meets the City's needs may be given consideration in award of the quote. Consequently, if the quoted delivery time is not met, the City reserves the right to unilaterally declare the vendor in default and will re-award the quote to the next lowest, most responsive and responsible bidder.
- d) Request the signature of an officer or employee authorized to commit the company to price and delivery terms. State that unsigned quotes will not be considered.

Requests for Expressions of Interest

The Request for Expressions of Interest (also known as a Request for Qualifications) is used exclusively to select the professionals included in Florida State Statute-Section 287.055, Florida Statutes commonly known as the Consultant's Competitive Negotiation Act (CCNA). CCNA is mandated when certain dollar thresholds are reached. When estimated construction costs exceed \$325,000.00 or when estimated costs for a planning or study activity exceed \$35,000.00, CCNA must be used to select qualified professionals. Those professionals whose selections are regulated by this statute are Architects, Engineers, Landscape Architects and Surveyors/Mappers. The

Florida State Legislature has determined that the services offered by these professions are so important that consideration of cost is not applicable to their procurement. As mandated by State Statute, selection of these professions is based primarily on qualifications. Criteria that may be used to select a qualified firm are as follows:

- a) Professional capabilities of the proposing firm
- b) Adequacy and abilities of the personnel within the firm
- c) Past record of performance
- d) Prior experience of proposing firm
- e) Willingness and ability to meet City's time constraints
- f) Recent, current and projected workloads
- g) The volume of work previously awarded, with the intent of effecting equitable distribution of work among qualified firms
- h) Location of firm. This criterion is specifically excluded when using Federal money, i.e. Community Development Block Grant (CDBG) funds, American Recovery & Reinvestment Act (ARRA) funds, etc.

The above listing contains examples of recommended criteria to be used when selecting Architects, Engineers, Landscape Architects and Surveyors/Mappers. It is not intended to be a comprehensive list and is not limited to those noted above. Consideration (payment) is the one criterion specifically excluded from evaluative criteria used to select these professionals. In other words, cost of the service may not be considered when selecting a professional for one of these contracts.

Voting members of the selection committee for these projects are usually comprised of City management personnel, department heads, division heads and other City employees with specialized knowledge of the project. For specialized projects, members of the community may be invited to serve on selection committees. The above listing of selection committee members is not comprehensive. Selection committee membership may be made up of any combination of the above or none of the above. The character of the selection committee is totally in the discretion of the City Manager and the Stuart City Commission.

After the solicitation responses are opened, copies of the responses will be given to each selection committee member for review, rating and ranking. The top ranked firms will be presented to the City Commission as the most qualified firms who submitted on the project. Simultaneously, staff will request the commission authorize staff to enter scope and cost negotiation with the highest ranked firm.

Should staff not be able to negotiate an agreement with the highest ranked firm, staff will return to the commission with notification of the unsuccessful negotiation and request authorization to negotiate with the second highest ranked firm. Should staff be unable to negotiate an acceptable agreement, the City may reject all submittals and re-solicit with a revised scope of work.

When the selection committee has successfully negotiated a contract with the professional, staff will present the agreement to the City Commission and request the Commission to approve the contract and authorize the Mayor and City Clerk to execute the agreement.

Section 8 – Professional Services

Professional service is defined as a service provided by a person working in a recognized professional field including but not necessarily limited to the following: artistic, advertising, real estate appraising, planning, engineering, architectural, surveying, landscape architectural, legal, medical, health, auditing, appraisal, insurance, financial, banking, scientific, information technology and educational service, and any service provided by a governmental agency or a not-for-profit entity, and any other service commonly provided by lawyers, physicians, medical professionals, engineers, architects, surveyors, landscape architects, financial advisors, investment advisors, accountants, planners, information technology professionals, scientists and environmental experts.

The professional services listed above can be selected as proscribed by Section 287.055, Florida Statutes (i.e. the Consultants Competitive Negotiating Act).

~~The professional services listed above that are governed by Florida State Statute 287.055, the Consultants Competitive Negotiating Act (Architects, Engineers, Landscape Architects and Surveyors/Mappers) are selected as directed by Florida State Statute 287.055.~~

The remaining professional services not specifically excluded from Competitive Selection shall be selected by means of competitive solicitation.

Section ~~10~~ 9 – Purchasing Cards

The intent of the Purchasing Card program is to improve efficiency in processing low dollar value purchases from any vendor that accepts the Visa credit card. A majority of our suppliers accept the Visa Purchasing Card.

Section ~~1140~~ - Requisition Procedure

If the estimated cost is less than \$4,999.99, the department has the authority to purchase using the requisition process or a Purchasing Card. The responsibility to remain current on the market conditions of the product to be purchased is with the departmental personnel who recommend purchases. If departmental personnel do not have the resources to carry out the necessary research to discern the character of the market, the Procurement Office will assume that responsibility.

If the estimated cost is between \$5,000.00 and \$9,999.99, the three verbal quotes required must be documented in the online requisition form. The name of the vendor and quoted amount must be indicated.

If the estimated cost is between \$10,000.00 and \$34,999.99, three quotes should be attached to the requisition form. The Purchasing Division will assume the responsibility for obtaining quotes if the product or service subject is complex, if special terms and conditions are required to protect the interests of the City or if the department/division requests assistance.

If the estimated cost is \$~~35,000.00~~ ~~34,999.99~~ and ~~\$74,999.99~~ or more formal solicitation process is used. If the cost is less than \$~~75,000.00~~ ~~74,999.99~~ the City Manager has the authority to award the contract. If the cost is over \$75,000.00 and the funds have been appropriated and approved in the regular annual budgetary process, and the contract requires nothing more than payment for product delivered or for services rendered, and the vendor has been selected in accordance with the City Procurement Policy, then the City Manager has the authority to award the contract.

If the price exceeds ~~is~~ \$75,000.00 ~~or more~~ and either not a budgeted item or requires a contract which will obligate the City to more than the expenditure of appropriated funds, the award must be approved by the City Commission.

After the vendor has been selected and the price of the procurement has been legally determined, a formal contract may be executed by the contractor and the city and/or a purchase order (which is also a legally binding contract) will be issued. The purchase order or contract will state that the parties to the agreement are the successful bidder and the City of Stuart. It will give a comprehensive description of the items or services to be provided, will indicate the cost and quantity of the product and will formalize the estimated delivery time. Additionally, the purchase order encumbers, or sets aside, the funds for the procurement office to assure the money is available and to assure the money will be accessible when it is time to pay for the product.

Section ~~1244~~ – Receiving

Goods, equipment and supplies are received by each ordering department. Departments are tasked with the responsibility of assuring all items received conform to the specifications of the Purchase Order or contract.

Goods, equipment, services and supplies shall be inspected by the using department upon delivery to determine conformance with the specifications set forth in the purchase order or contract. Inspection shall occur, if possible, in the presence of the vendor or shipper and shall include the following receipt criteria:

- a) Verify that quantity of the delivery matches the quantity ordered
- b) Inspect the delivered items or service for damage or defects
- c) Verify that the items or service delivered comply with the descriptions and specifications of the items or service ordered
- d) Compare packages delivered with the Bill of Lading and note any damage or discrepancies on the Bill of Lading as well as the final invoice
- e) Sign the Bill of Lading and when appropriate, the final invoice. Signature must be that of the person actually inspecting the delivery

Should the delivery person be unable to be present or refuses to be present during inspection of the delivery, note on the carrier's paperwork that the delivery is acknowledged but acceptance is reserved until the items can be inspected. The receiving person may acknowledge delivery without accepting the items.

When goods, materials, or supplies fail the receipt criteria or are damaged upon receipt, the receiving department shall immediately refuse the delivery. If the vendor or shipper is not on site, the receiving department shall contact the vendor to arrange return and replacement of the items.

No payment will be made for materials ordered without proper authorization. Payment cannot be made until materials, goods or services have been received and accepted by the City in the quality and quantity ordered. No prepayments shall be made.

11.1 Dispute Procedure

The following dispute resolution procedure is hereby established:

- a) In any case in which an improper invoice is submitted by a vendor, the City Manager shall, within ten days after the invoice is received, notify the vendor that the invoice is improper and indicate what corrective action on the part of the vendor is needed to make the invoice proper/
- b) If a dispute occurs between the vendor and the City Manager concerning the payment of an invoice, such disagreement will be finally determined by the City Commission. The City Commission may refer the matter to mediation, or to a disinterested person who shall act as a hearing officer, shall conduct a hearing, and shall make a recommendation order to the City Commission. The proceedings to resolve the dispute shall be commenced not later than 45 days after the date on which the proper invoice was received by the city and shall be concluded by final decision of the City Commission not later than 60 days after the date on which the proper invoice was received by the city.

c) If the decision upon a dispute is resolved in favor of the City Manager's position, interest shall begin to accrue 15 days after City Commission's final decision. If the dispute is resolved in favor of the vendor, then interest shall begin to accrue as of the original date the payment became due.

Section 1312 – Term Agreements

Annual Requirement Agreements are also known as Term Contracts. They are agreements solicited and awarded for a specific amount of time, usually one year, with the possibility of renewal for two additional one year periods. Annual Requirement Agreements are useful for the procurement of supplies or services that are repetitively purchased over the course of the year. By consolidating the departmental/City-wide needs into one solicitation, economies of scale will be achieved.

The method of solicitation (ITB, RFP or REI) will be determined by the character of the specifications for the goods or services. An estimate of annual departmental or City-wide usage is required. The specifications and estimated usage are incorporated into a formal sealed bid/proposal package to be formally advertised and sent to those vendors who have expressed an interest in selling the specified product or service to the City of Stuart. The solicitation issued for these goods will state that the quantity estimates noted are estimates only and the City will not be held to any minimum or maximum order quantities.

The bids received will be officially opened on the advertised opening date and evaluated for responsiveness to the solicitation, responsibility of the bidder and cost of the bid items. Upon determination of the lowest, most responsive and responsible bidder a recommendation for award will be made to the appropriate city authority.

Once the appropriate City authority has awarded the contracts all departments and divisions within the City government have the capability to purchase from this agreements. Not only will City departments and divisions use this agreement but it will be available for any other governmental entity located within the territorial boundaries of the State of Florida to use as well.

Conversely, the City of Stuart has access to and may use the Term Contracts or Annual Requirement Agreements put into place by other Governmental entities. The contractor for the other entity must agree, in writing, to extend the same terms, conditions and pricing of the contract to the City of Stuart. The contract must be reviewed by the using department or division in order to assure the product or service meets their needs. After this documentation is in place, the procurement goes through the normal award procedure.

Section 1413 – Blanket Purchase Orders

Blanket Purchase Orders (BPOs) are purchase orders put in place for a specific period of time for a specific amount of money for a specific class of product or service. The purpose of the BPO is to allow a department to encumber budgeted funds with a vendor that will let the department make repetitive purchases of supplies or services throughout the period in which the BPO is effective. The BPO may be available for any departmental employee to use or may be restricted to only certain authorized departmental employees. BPOs encumber budgeted funds, which gives the department the ability to track its budget in better detail.

BPOs are constrained by the same procurement levels as any other procurement. The monetary value of any B.P.O. is calculated by annual dollar value per department/division (i.e. if estimated

annual purchases total less than \$5,000 it falls into the less than \$5,000 category and no quotes are required, if estimated annual purchases total \$5,000 to \$10,000 three oral quotes are required, etc.)

Blanket Purchase Orders whose annual value is estimated to be more than \$5,000 are typically written in accordance with the terms, conditions and prices of Annual Requirement Agreements or Term Contracts solicited and awarded by the City of Stuart or another governmental entity. The City reserves the right to increase or decrease quantities on the BPOs as necessary to meet actual quantities used.

Procurement understands that Term Contracts may not be in place to address the specific departmental needs. Departments may put BPOs in place with three vendors selling the same product or class of product and competition among the three generated by the department to assure that the most cost effective purchase is made.

Blanket Purchase Orders may not be used to buy capital assets (either equipment or services) consequently BPOs are usually limited to \$999.99 per transaction. Capital procurements must be made as single purchase transactions. This allows the City to track, list and annually inventory capital procurements.

In addition to the typical information required on a requisition (i.e. vendor, account line, authorizing signature, product description) the dollar amount to be encumbered and period for use is also required. If the BPO is written in accordance with a Term Contract, the contract (or Bid) number as well as the governmental entity that generated the contract must be also noted. The Description in a typical Blanket Purchase Order may read as follows:

Blanket Purchase Order for the period 10/1/18 through 9/30/19, in accordance with U.S. Communities Contract #05091-R, \$999.99 limit per item, No Capital Equipment.

Section 1514 – Emergency Purchases

The City of Stuart Policy makes allowance for emergency procurements. If there exists an immediate threat to the health, safety or welfare of City of Stuart citizens or employees the City Manager may authorize an emergency procurement. A significant interruption or delay in the provision of municipal services to the public shall be deemed an immediate threat to the public welfare. All formal bidding requirements shall be suspended. However; this type of procurement will be made with as much competition as is practicable under the circumstances.

Funds for emergency purchases shall have been appropriated by the city commission in the annual budgets of the city, or must otherwise be readily available in a reserve account, or in the un-appropriated fund balance.

Upon declaration of a state of local emergency, as defined and provided in Chapter 26 of the Stuart Code of Ordinances, without prior or further approval of the City Commission, the City Manager shall have authority to contract up to a total of \$350,000.00 for emergency goods and services. If it is not possible to obtain a quorum for a meeting of the City Commission during a declared emergency, the City Manager shall have authority to expend an additional \$700,000.00 for

emergency goods and services. Thereafter, if a quorum of the City Commission is unattainable, the City Manager may expend public funds with the concurrence of any two of the following:

City Commissioners
City Attorney
Financial Services Director
Chief of Police
Public Works Director

Upon a determination by the City Manager that an emergency exists which has not otherwise been "declared", the City Manager shall have authority to contract up to a total of \$350,000.00 for emergency goods and services, without prior city commission approval.

As soon as feasible (within fifteen days of the emergency purchase) a written report of the emergency shall be generated to include the name of the vendor, the type of contract used, the value of the contract and a list of items procured under the contract. The City Manager shall publicly report the facts giving rise to any emergency valued in excess of \$50,000.00 and the necessity for the emergency purchase at the next regular City Commission meeting following the date of the purchase (within fifteen days of the emergency purchase).

Section ~~1615~~ – Sole Source Procurements

Sole source procurements are authorized by City policy when there is only one supplier for a particular product, service or piece of equipment. After a good faith review of available sources shows that there is only one individual or company that may sell the item to the City, documentation is put in place for the sole source procurement. This documentation consists of a letter from the vendor, on company letterhead, stating the firm is the only supplier of the item. The Department completes the Sole Source form stating why an item should be considered for Sole Source Procurement. The City Manager will approve all ~~Sole Source Procurements~~Sole Source Procurements of \$75,000.00 or less over \$25,000.

Section ~~1716~~ – Single Source Procurement

A contract may be awarded without competitive selection when the Financial Services Director determines, after conducting a good faith review of available sources, that there may be more than one source for the required goods but due to the exclusive distribution rights of the vendor; or the vendor is the single provider of goods or services which have unique characteristics essential to the operational needs of the using city department and no other product or service will be suitable for use by the using department; or the vendor has special ability to provide unique spare parts or unique emergency repair service; or the vendor has unique historical, institutional knowledge and experience which will provide a continuity of service not available from any other vendor. Requires advertisement on City's website for ~~fifteen (15)~~7 business days in accordance with ~~F.S.~~Section 287.057 (c), Florida Statutes. The Department completes the Single Source form stating why an item should be considered for Single Source procurement. The City Manager will approve all Single Source Procurements of \$75,000 or less over \$25,000.

Section ~~189~~17 – Change Orders

Change Orders are those official modifications to contracts and/or purchase orders that involve additional quantities, decreased quantities, additional time to deliver or cancellation of the order. Change Orders are most common under the following circumstances:

- a) Increases to the scope of service for a particular project by including additional work similar in nature but not contained in the original scope of service
- b) Modify the time contractually allotted for completion of contracted work
- c) Make final adjustments to construction contracts to reflect actual quantities provided by the contractor
- d) Additional merchandise is required by the using department
- e) Over shipment of merchandise that is acceptable to the using department
- f) Under shipment of merchandise that is acceptable to the using department
- g) Reduction in order by using department
- h) Cancellation of order
- i) Change in account line (this is usually for internal distribution only and not sent to the vendor)

~~Change Orders to construction contracts less than \$50,000.00 may be authorized by the City Manager. Change Orders exceeding \$50,000.00 to construction contracts must be approved by the City Commission. Other change orders may be approved based on the Award Authority.~~

Section 1918 – Construction

Construction solicitations and resulting contracts are designed to protect the interests of the City when infrastructure and vertical structures are built on behalf of the City. Concurrently, the Bidding Documents are intended to assure Bidders fair and equitable treatment. These documents are intended to give direction to construction contractors to assure that the construction projects produced will be built as designed by the architect or engineer who designed them. The City dictates the terms, conditions, specifications and scope of work under which construction contractors may submit acceptable bids to the City.

The intent of the Procurement Office is to create a bid document that accurately describes the construction project in a manner that is understandable to the bidding community. To accomplish this end, Procurement depends on the requesting department to supply a comprehensive scope of work which includes technical specifications, drawings, construction schedule, site conditions and any other conditions that may have a material effect on the bid. Most of these documents and requirements are generated by the professional (Architect or Engineer) selected for the project. Procurement must depend on the end using department to assure the information, as it is passed on to Procurement, is comprehensive, understandable to the bidding community and describes the final product as the City expects it to be delivered.

Upon notification that a construction project will be put out to bid, Procurement will request preliminary solicitation information from the requesting department which asks for all of the above information as well as funding, grant and permitting information.

Any grant information is particularly important because certain grants require special procurement language to meet the grant requirements. The grant may also require compliance to Federal or state mandates by the successful contractor. This compliance, in some instances, will have a material impact on the final bid price from the contractor to the City. A copy of the grant document should be part of the project initiating information sent to the Procurement Office. This will give the Procurement Office a chance to research any special procurement mandates required and include them in the final solicitation package.

Grants also require periodic reporting which maintains the city's qualification status with the granting agency. If the Procurement Office is aware of these conditions at the beginning of the project, grant documentation is easier to compile, track and complete.

Bonding and Insurance requirements are intended to protect the interests of the City without driving the project cost up to an unacceptable total cost. In general, construction projects will exceed the threshold requirements triggering the need for bid guarantees, a payment guarantee and a performance guarantee. Insurance requirements must be evaluated and modified if necessary to assure the City's exposure to liability is limited as much as is fiscally feasible.

A construction project will, in general, be scheduled as follows:

a) The operating department will review the scope of work, technical specifications and construction drawings submitted by the design professional for completeness and accuracy. When the department is satisfied that the documents describe the proposed project, they notify the

Procurement Office that a construction project has been budgeted and the department is prepared to begin the solicitation process;

b) The Procurement Office will request preliminary solicitation information from the requesting department. The requesting department will provide the Preliminary Solicitation form and return it to the Procurement Office with the scope of work, technical specifications and construction drawings.

c) Using this information, Procurement Office will create the first draft of the solicitation documents and forward them to the department and design professional for review, revision and final approval;

d) Upon final approval of the bid documents, Procurement Office will request legal advertisement of the solicitation in, at a minimum, the Palm Beach Post. The Procurement Office will concurrently post the solicitation on OpenGov Procurement for on-line distribution of the solicitation package;

e) Procurement Office will accept questions, both technical and procedural, concerning the solicitation. Procurement Office will issue addenda after conferring with the operating department and design professional answering the questions when necessary;

f) The Procurement Office may administer a Pre-bid conference held to allow prospective bidders to ask questions directly of the engineer/architect and City department personnel in order to clarify specifications, requirements, terms and conditions. All addenda must be acknowledged by all bidders. If bids are submitted without acknowledgement of addenda, the submitted bids may be declared non-responsive and no further evaluation of the non-responsive bids will occur;

g) An Addendum will be issued resulting from questions asked at the pre-bid conference and/or to clarify ambiguities in the bid package.

h) Procurement Office will conduct the formal bid opening, tabulating the bids and performing an initial evaluation of bids submitted;

i) Procurement Office will compile the bids; perform a detailed evaluation of the bidder's responsiveness to the bid requirements; create a bid tabulation sheet and forward this package to the operating department for detailed technical evaluation of the bidders responsiveness to the specifications;

j) The operating department will review and evaluate the bids received and respond in writing to the Procurement Office with a recommendation to award the bid to the lowest, most responsive and responsible bidder or to reject all bids.

k) The Procurement Office will compose an agenda item to present the City Commission for approval and authorization to execute the resulting construction contract.

l) Upon award of the bid and execution of the contract the Procurement Office will send a Notice of Award to the successful contractor with instruction to send required documentation of Insurance and Bonding to the Procurement Office within ten calendar days.

m) When the required Insurance, Bonds and executed Contract are in place, the Procurement Office will schedule a pre-construction conference to be attended by the operating department, design professional and successful contractor. This meeting establishes lines of communication; reviews the project and addresses any special conditions of construction. The Notice to Proceed, executed contract and Purchase Order are given to the contractor. Administration of the project is then transferred to the operating department. When the project is grant funded, the operating department will maintain communication with the Procurement Office regarding the status of the project and invoicing.

Section ~~2019~~ – Design/Build Contracts

A design/build contract is defined as a single legal instrument with a design/build firm which will encompass both the design and construction segments of a construction project. Usually design/build is used to decrease the time between a construction project initiation and delivery of the finished product.

The solicitation process and selection of the design/build professional is outlined in detail in the *City of Stuart Code of Ordinances: Chapter 2- Administration, Division 5. Design-Build Contracts*.

Section ~~2120~~ – Bid Protests

1. Any protest relating to the contest of a bid or proposal package must be made by formal written protest within three (3) calendar days from the time the aggrieved person knew, or should have known, of the facts giving rise to the protest, in any case, at least twenty-four (24) hours prior to the bid opening. All such formal written protests must be filed with the Purchasing Office, no later than 5:00 p.m. EST on the third day.
2. Any unsuccessful bidder (the “Appellant”) who is allegedly aggrieved in connection with the bid solicitation or the proposal award of a contract by the City, may file a formal written protest with the City provided the Appellant complies, as a condition precedent to consideration of such protest, with the following procedures:
 - A. A formal written protest must be filed with the Purchasing Office, no later than 5:00 p.m. EST, within seven (7) calendar days after the Appellant is made aware of the intent to award the contract by e-mail or when the Purchasing Office posts the notice of recommendation or intent to award the contract on the City’s Procurement Portal.
 - B. If the City Manager or designee choose not to accept the recommendation of award and awards the contract to an alternate, a formal written protest may be filed, in accordance with this procedure no later than 5:00 p.m. EST, with seven (7) calendar days after the Purchasing Office posts the notice of award on the City’s Procurement Portal.
 - C. The formal written protest shall contain, at a minimum, the following information:

1. Bid Project identification and title or position of the person submitting the bid protest,
3. A statement describing, in detail, all of the issues being protested and the reasons the award of the contract should not be made as proposed by the City,
4. A statement describing in detail how the issues being protested adversely affect the Appellant's bid submitted to the City,
5. A statement describing the relief sought by the Appellant, and
6. Such other information as the Appellant deems to be material.

D. The Appellant shall provide such additional information requested by the City, which it deems pertinent to the consideration of the protest. The formal written protest shall identify all of the issues and arguments which support the Appellant's claim that the award of the contract should not be made as proposed by the City, and any and all subsequent appeals of the decision rendered upon the protest shall be limited solely to the issues and arguments set forth therein and shall not include any new or additional issues or arguments.

E. As a condition precedent to any consideration of the written protest, the Appellant must post with the City a security in the form of a cashier's check, certified check, or money order (the "Protest Security") made payable to the City of Stuart Financial Services. The amount of the Protest Security shall be 5% of the Appellant's bid up to a maximum of \$25,000. For a solicitation for which no price is required or where the bid was for a percentage discount or markup, the Protest Security shall be \$5,000. The Financial Services Department will hold the Protest Security until a final determination is made on the protest.

F. The City Administrator will review the protest and issue a final decision. If the City Administrator's decision is in favor of the Appellant on the written protest (which includes the decision to reject all of the bids), the full amount of the Protest Security will be returned to the Appellant. If the decision is not in favor the Appellant on the written protest, the City will return the Protest Security to the Appellant within thirty (30) days of the decision after deducting the expenses incurred by the City in processing the formal bid protest and appeal. No award will be made of the contract while a protest or appeal is pending before the City, unless the City Manager deems the procurement to be an emergency.

G. The City will not consider any appeal unless it complies with this procedure. Neither the City, nor its employees will be liable for any costs, expenses or damages incurred by the Appellant such as, but not limited to, attorney fees, loss of income, bid proposal preparation Purchasing Manual 2022 Page 39 of 48 costs or bid protest costs. 19.3 A formal written protest is considered filed with the City when the Purchasing Division receives it if delivered by hand delivery or email or when post marked if delivered by U.S. Postal or Express Mail. Accordingly, a protest is not timely filed unless it is received within the timeframe specified.

H. The City will not consider any appeal unless it complies with this procedure. Neither the City, nor its employees will be liable for expenses incurred by the Appellant such as, but not limited to, attorney fees, loss of income, bid proposal preparation costs or bid protest costs.

A. Formal written protests may be submitted via hand delivery, U.S. Postal Mail or express mail, or e-mail as follows:

1. Hand Delivery: City of Stuart, Attn: Purchasing Division, ~~121 SW Flagler Ave., Stuart, FL 34994~~ 301 SE Ocean Blvd., Suite 204 Stuart, Florida 34994

2. U.S. Postal Mail or Express Mail: City of Stuart, Attn: Purchasing Division, ~~121 SW Flagler Ave., Stuart, FL 34994~~ 301 SE Ocean Blvd., Suite 204 Stuart, Florida 34994.

3. Email: ~~pur_purchasingpurchasing~~@ci.stuart.fl.us

IH. All communications by Appellant or anyone acting on behalf of Appellant regarding the bid protest must be directed ~~to Financial Services Director or the City Manager~~ to Purchasing Division. Appellants and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, including but not limited to, contacting any City Commissioner, official, employee, or representative to discuss any matter relating in any way to the solicitation being protested. This restriction shall begin with the filing of the protest and end upon the final disposition of the protest. Failure to adhere to the prohibitions herein may result in the rejection of the protest without further consideration.

Section 22 - Contract claims

Unless modified by contract, the following rules shall apply to contract claims.

(a) All claims of a vendor against the city relating to a contract shall be submitted in writing to the Financial Services Director or delegate for a decision. The claimant may request a conference on the claim. Claims include, without limitation, disputes arising under a contract based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or revision.

(b) The decision of the Financial Services Director or delegate shall be promptly issued in writing and furnished to the claimant. The decision shall state the reasons for the decision reached and shall inform the claimant of its appeal rights. If a written decision is not issued regarding any contract controversy within fourteen (14) days after receipt of a written request for a final decision, then the aggrieved party may proceed as if an adverse decision had been issued.

(c) The decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of the decision the claimant files a written notice of appeal with the city manager. The decision of the city manager shall be deemed final and conclusive when rendered.

Section 23 - Authority to debar; cause.

The city manager is authorized to debar for up to three years any vendor from consideration for award of city procurement contracts. Debarment shall be for cause.

Causes for debarment

The following action of a vendor or of a principal of a vendor shall constitute cause for debarment of the vendor:

- (a) Conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- (b) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a vendor;
- (c) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- (d) Violation of any contract provision of a contract made by the vendor with the city or another agency including but not limited to:
 - (1) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; and
 - (2) A record of failure to perform or of unsatisfactory performance in accordance with the terms of the contract provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the vendor shall not be considered to be a basis for debarment;
- (e) Violation of the ethical standards set forth in this article;
- (f) Failure without justification on one or more occasions to perform a contractual obligation in accordance with industry standards or contract provisions; and
- (g) Any other cause the city manager determines to be serious and compelling so as to affect responsibility of a vendor including debarment by another governmental entity for any cause listed in this article.

Debarment procedure

- (a) The city manager shall issue a written decision to debar. The decision shall state the reasons for the action taken and inform the debarred vendor of the right to appeal to the city commission. A copy of the decision of the city manager shall be mailed or otherwise furnished immediately to the debarred vendor and to the city commission.

(b) A decision to debar shall be final and conclusive unless within ten days after receipt of the decision the debarred vendor files a written notice of appeal to the city commission. The decision of the city manager shall be deemed final and conclusive if affirmed by the City commission.

Section 24 – Fixed Asset Management

Annual Inventory

Fixed assets are defined as real property, structures, infrastructure and equipment with a value in excess of \$1,000.00 and a life expectancy of more than one year. A product must reach both of these thresholds in order to be classified a fixed asset. Fixed assets are purchased from the capital account lines in each department's budget as opposed to the operational account lines. All fixed assets are assigned fixed asset numbers, tracked and inventoried annually. The objectives of inventory management include waste prevention, full utilization of supplies and maximum return of value upon disposal.

There are items included in the annual inventory that are not fixed assets. These items are carried in the fixed asset system and inventoried annually but are not computed as fixed assets purchased with capital funds and subject to depreciation.

Obsolete/Surplus Equipment Disposition

The City Manager determines what method of disposal is most beneficial to the City of Stuart whether it be by public auction, employee auction, on-line auction, formal sealed bid, posted prices or trade-in.

Department heads will determine when a specific piece of equipment or stock of supplies has become obsolete or is surplus to the operational needs of the City. The department head will notify the Finance Services Department that the items are surplus or obsolete and request the City Manager declare them as such. Once they have been declared surplus, the method of disposal will be determined.

Section 25 – Products and Services exempt from the competitive process

There are certain products and services that have no competitive arena within which price comparison will be likely to produce the most useful or beneficial product or service. Such products and services shall not require competitive solicitation. However, terms, conditions and prices will be negotiated to assure the city obtains fiscally responsible products and services. These products and services include, but may not be limited to the following:

- (1) Artistic
- (2) Medical
- (3) Veterinary
- (4) Educational
- (5) Managerial
- (6) Financial
- (7) Legal
- (8) Animal procurement

- (9) Products or services procured from other governmental agencies
- (10) Products procured for resale
- (11) Used equipment
- (12) Advertising
- (13) Scientific
- (14) Lobbying
- (15) Magistrate

Appendix A – Insurance Requirements

1. The successful bidder shall not commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful bidder allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida.
2. 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 Contractor and/or subcontractor providing such insurance.
3. Worker's Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. This coverage shall include Employer's Liability for limits of not less than \$1,000,000.
4. Commercial General Liability: The Contractor/Lessee/Service Provider shall, during the life of this agreement take out and maintain broad form Commercial General Liability [including premises/operations; products/completed operations with the XCU hazards; personal /advertising injury; and fire damage (minimum \$100,000)]* for limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00** aggregate relative to any agreement resulting from this solicitation with the City of Stuart. ***
5. Business Automobile: The Contractor/Lessee/Service Provider shall during the life of this agreement take out and maintain Business Automobile Liability form with coverage for symbol I (any auto) with limits of not less than \$1,000,000.00 combined single limit or \$500,000.00 per person/ \$1,000,000.00 per accident bodily injury and \$250,000.00 per accident property damage.

6. Professional Liability: The professional shall during the life of this agreement take out and maintain Professional Liability coverage with limits of not less than \$1,000,000.00 per claim /\$2,000,000.00 per job, per year aggregate relative to any agreement resulting from this solicitation for the City of Stuart. The professional further agrees to maintain like coverage for a minimum of five (5) years following the completion of the agreement.

7. Owner's Protective Liability Insurance: The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from his operations under the Contract.

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

(1) 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, its termination date.

(2) Statement that the Insurer will furnish to the CITY Certificates of Insurance specifically endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal.

(3) City shall be named or additional named insured on Public Liability Insurance and Automobile Liability Insurance.

*For construction projects include ...owners & contractors protective for construction projects

** For construction projects include ...per job, per policy year

*** For construction projects include ... Further, contractor agrees to maintain like coverage for a minimum of five (5) years following completion of the project

NOTE: The City can decrease or increase these limits, depending on the project, at its sole discretion.

Appendix B – Definitions

Addendum: Official document issued by the city which changes the terms, conditions, specifications or scope of service of an Invitation to Bid package, Request for Proposal package, Request for Expressions of Interest package or contract. When an addendum is issued, it becomes an integral part of the document to which it is attached. All addenda issued must be acknowledged in writing by the bidder or proposer. If an addendum is determined to contain information that is material to accurate bid pricing; or is material to the proper delivery of the scope of service and said addendum is not acknowledged, the bid or proposal shall be declared non-responsive, and no further evaluation of the solicitation will occur.

Annual Requirement Agreement: Annual Requirement Agreements are also known as Term Contracts. They are agreements solicited and awarded for a specific period of time, usually one year, with the possibility of renewal for two additional one year periods. Annual Requirement Agreements are useful for the procurement of supplies or services that are repetitively purchased over the course of the year. By consolidating the departmental/city-wide needs into one solicitation, economies of scale may be achieved. Once these contracts have been awarded by the city, departments and/or divisions may encumber their budgeted funds against these agreements by means of Blanket Purchase Orders.

Award: This is the term used to denote when a Bid, Request for Proposals, Contract or Purchase Order has been granted to the vendor who has submitted the most cost effective, responsive and responsible bid, proposal or quote for a project. All awards are made by either city staff or the city commission. The award may also include a formal contract which must be executed prior to initiation of a project.

Award Protest: A protest with respect to an award of a contract shall be submitted to the City Manager in writing within ten days of contract award.

Bid Bond: A cash or surety bond guarantee that assures an apparent low bidder will enter into a contract with the City of Stuart upon award by the appropriate city official(s). Should an apparent low bidder refuse or be unable to enter into a contract with the city, the city has access to the cash or bid bond to defray additional cost to the city required to contract with the second low bidder or to re-bid the project.

Bidder: An individual, company, corporation or firm that has submitted a bid or quote in response to the City's request for offers.

Bid/Proposal Opening: The formal event during which responses to the city's solicitation are opened, names of respondents and amounts offered (where applicable) are publicly sounded. Bid/Proposal openings are publicly advertised and are used when Invitations to Bid, Requests for Proposals and Requests for Expressions of Interest are opened. Bid openings are subject to the requirements of Florida State Statute 119, the Open Records statute.

Bid Schedule: The section of a quote or bid in which the bidder offers their certified prices to the city to provide the supplies, services, equipment or construction services described in the solicitation. The bid schedule may be in a format where unit prices and extended prices are requested. The unit prices are multiplied by the estimated quantities to yield the extended prices.

Should there be a mathematical error in the extension, unit prices will always prevail. In the case of construction solicitations, the estimated quantities may be increased or decreased by the City to reflect actual quantities used. Construction work not specifically itemized in the bid schedule but necessary for the completion of the scope of work must be included in the most appropriate bid item(s).

Bid Protest: Any actual or prospective vendor or contractor who questions the reasonableness, necessity or competitiveness of the terms and/or conditions of an Invitation to Bid, Request for Proposals or Request for Quotations may file such protest in writing to the City Manager. The protest shall be submitted to the City Manager, in writing, prior to the opening date and time of the bid, quote or proposal.

Bid Specifications: The description of contracting terms prepared by the city and set forth in an invitation for bids from prospective vendors.

Bonding Requirements: Bid Bonds must be submitted when required in the solicitation documents to best serve the interests of the city or the bid price is estimated to exceed \$50,000.00. Payment and Performance Bonds are required for all construction contracts and from other service contractors whenever the value of the contract is valued at \$50,000.00 or more, or if the interests of the City may be threatened should a contractor fail to pay its materialmen or subcontractors (payment bond); default or non performance to the standards of the specifications and/or scope of work described in the contract documents (performance bond).

Competition: The foundation upon which the public procurement process is based. Competition is the principle stating that the effort of two or more parties acting independently to secure the city's business will deliver the required goods, services or equipment in the most cost-effective and expeditious manner.

Contract: The formal document between two (or more) competent parties, which includes an offer, acceptance, term (time the contract is in effect), consideration (payment or other item of value) and scope of work. A contract is a legally binding document that requires one party to deliver that which is described in the scope and requires the other party to pay for that which is delivered.

Contractor: The successful respondent to a solicitation for quotes, bids or proposals. A contractor is the individual, company or firm to whom a purchase order or contract has been awarded.

Cooperative Procurement: The act of cooperatively soliciting competitive responses from responsible vendors to supply goods, services or equipment by more than one governmental entity in order to take advantage of economies of scale. Cooperative Procurement may also be defined as one governmental entity using the competitive solicitation process put into place by a different governmental entity (***piggy-backing***). The aforementioned competitive process must follow generally accepted public procurement principles and be substantially in accordance with the City of Stuart procurement policies.

It is the express intent of the Stuart City Commission that any award for construction, including paving construction, and underground construction, shall only be procured in accordance with the requirements of ~~Florida State Statute~~[Section 255.20, Florida Statutes](#). It is further the intent of the Stuart City Commission to solicit bid/proposals for construction projects including building

construction, paving construction and underground construction, the estimated value of which exceeds \$75,00.00

Instructions to Bidders: Guidelines included in Invitations to Bid and some Requests for Proposals that give respondents essential information regarding the requirements of the solicitation.

Goods: Supplies, services and construction to be acquired by the city.

Insurance requirements: Insurance requirements for construction contractors were established by the City Commission effective August 11, 2003. See Insurance Requirements for Contractors, Exhibit B. In general, the city has set levels of insurance coverage high enough to assure that the city's interests are protected. The city's liability exposure must be protected should there be negligence or malfeasance in the provision of service by the contractor. The character of the services provided dictates the liability exposure of the city, and from that the coverages and levels of coverage required for service providers (contractors) will be derived.

Professional service providers, i.e. Architects, Engineers, Landscape Architects and Surveyors/Mappers are generally required to carry Professional Liability (Errors and Omissions) coverage.

Invitation to Bid: A formal solicitation for which public notice of the Invitation to Bid is given not less than ten days prior to the date scheduled for opening bids. Public notice may be in the form of a legal advertisement in a publication of general circulation within the community, or posting the notice on a bulletin board on City property with public access or posting the notice on the city's web site. Invitations to Bid are most commonly used when the City has a good understanding and comprehensive specifications for the item(s) the City is going to procure. The City will award Invitations to Bid to the lowest, most responsible and responsive bidder without further negotiation.

Payment Bond: A surety bond guarantee from a successful contractor awarded a contract by the City which assures the contractor will promptly pay all persons, companies or firms supplying labor, materials or supplies to the contractor used directly or indirectly in the performance of the contract. If the contractor defaults on payment to the subcontractors or suppliers the subcontractors have access to the bond for payment.

Performance Bond: A surety bond guarantee from a successful contractor awarded a contract by the City which assures the contractor will perform the contract in the time and manner prescribed in the contract. Should the contractor default on the contract, the City has access to the bond to finish the project.

Pre-Bid/Proposal Conference: A formal meeting, held before a bid/proposal opening, in which City staff has the opportunity to explain the terms, conditions, specifications or scope of work included in an Invitation to Bid, Request for Proposal or Request for Expressions of Interest. A pre-bid conference may be “mandatory” which means that the City will accept offers only from those firms who are represented at the meeting; or optional in which the bidding or proposing firm need not be present or represented to submit an offer.

Professional service: A service provided by a person, firm or partnership in a recognized professional field including services that are artistic, advertising, planning, engineering, architectural, surveying, landscape architectural, legal, medical, health, auditing, appraisal, insurance, financial, banking, scientific, information technology and educational service, and any service provided by a governmental agency or a not-for-profit entity, and any other service commonly provided by lawyers, physicians, medical professionals, engineers, architects, surveyors, landscape architects, financial advisors, investment advisors, information technology professionals, accountants, planners, scientists and environmental experts.

Purchase Order: A contract between the city and the successful respondent to a City solicitation. The City has made an offer to buy particular supplies, services or equipment, and the contractor has accepted the City’s offer. The purchase order formalizes the City’s offer and the vendor’s acceptance and describes the product, the payment amount and the budget account line from which an invoice shall be paid. If the purchase order is based on a solicitation, the terms and conditions of the solicitation are referenced in the body of the purchase order. The purchase order encumbers budgeted funds for the product until final payment is made.

Request for Proposals (RFP): An RFP is a formal solicitation for which public notice of the Request for Proposals is given not less than ten days prior to the date scheduled for opening the proposals. Usually an RFP will be advertised a minimum of 28 days prior to the opening date. Public notice may be in the form of a legal advertisement in a publication of general circulation within the community, or posting the notice on a bulletin board on City property with public access or posting the notice on the city’s web site. Requests for Proposals are most commonly used when the City is not as certain of the specifications for the goods and/or services described in the RFP. With a Request for Proposal, the City requests vendors to review the City’s need as described in the RFP and “propose” a solution. Recommendation for award of an RFP is determined by using weighted “selection criteria” of which one may be price. Therefore, price may be a factor in the award of an RFP, but not necessarily the determining factor. The terms, conditions and pricing may be negotiated with the proposer(s) after the proposals are opened and before a contract is awarded and executed.

Request for Expressions of Interest (also known as a Request for Qualifications): A formal solicitation for professional services as defined in Florida State Statute (engineering, architecture, survey/mapping, landscape architecture) accomplished in accordance with Florida State Statute 287.055, the Consultant's Competitive Negotiation Act (CCNA).

Requisition: The City document in which a Department or Division defines its need for particular services, supplies or equipment. A requisition, upon completion of normal procurement procedure, will be converted into a purchase order. Requisitions must clearly describe exactly that which is being requested in a manner that is understandable by vendors and staff alike. A requisition must include the account line from which funds will be paid and the signature (or electronic approval) of a departmental official authorized to approve expenditure of budgeted funds.

Responsive Bidder/Proposer: A respondent to a city solicitation who meets all of the material requirements of the solicitation (i.e. the products offered meet or exceed the minimum requirements as described in the specifications, respondent signs the bid form, respondent submits a bid bond if necessary, etc.)

Responsible Bidder/Proposer: A respondent to a city solicitation who demonstrates the ability, reputation, prior experience and financial resources to provide the product or service offered in the response on time and within the bid/proposed price.

Scope of Work (also known as Scope of Service): Section of a contract or solicitation that precisely defines the service, product or equipment solicited or purchased.

Single Source Procurement: Single source procurements are authorized without use of the competitive process by city policy when there may be more than one source for the required goods but due to the exclusive distribution rights of the vendor; or the vendor is the single provider of goods or services which have unique characteristics essential to the operational needs of the using city department and no other product or service will be suitable for use by the city; the vendor has special ability to provide unique spare parts or unique emergency repair service; or the vendor has unique historical, institutional knowledge and experience which will provide a continuity of service not available from any other vendor. The vendor and using department shall document the facts of single source procurements substantially in the same manner as documenting sole source procurements.

Single source and sole procurements are rare. Uses of single source and sole source procurements are discouraged and must be documented. By definition, single source and sole source procurements negate competition and leave the city exposed to proprietary pricing.

Sole Source Procurement: Sole source procurements are authorized without use of the competitive process by city policy when there is only one supplier for a particular product, service or piece of equipment. Documentation of sole source procurement consists of a letter from the supplier on company letterhead stating they are the only vendor capable of supplying the product or service and a memorandum from the using department stating why this product or service is the only one that will meet the operational needs of the department. See sections XII and XIII for details.

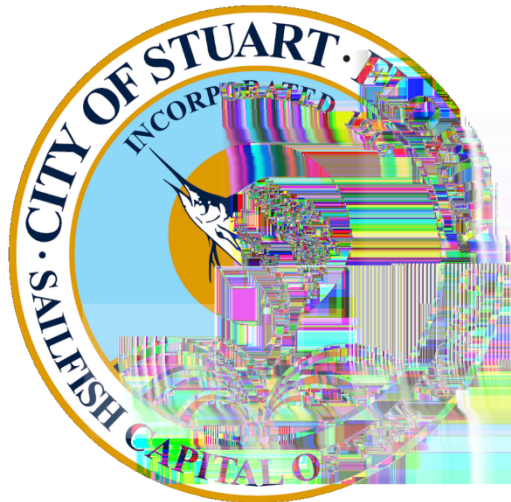
Solicitation for proposals: A solicitation by the city for the submission of proposals to provide goods to the city.

Specifications: Written description of supplies, equipment, services or construction sufficiently detailed and described to give all prospective bidders adequate information to submit an informed bid.

Terms & Conditions: Clauses in a solicitation or contract that accurately define the rights and obligations of both the bidder/contractor and the city.

Vendor: An individual, company, corporation or firm who has the desire, resources, products and/or services to do business with the City of Stuart.

Appendix C – Purchasing Card Policies & Procedures



CITY OF STUART PURCHASING CARD POLICIES AND PROCEDURES

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SECTION I – INTRODUCTION

Purpose

The purpose of the Purchasing Card (P-Card) Program is to give departments an efficient, cost-effective alternative to make purchases below \$5,000. The P-Card benefits the city, its suppliers and departments. The city saves time and money on these purchases which are less than \$5,000 by consolidating paperwork. Suppliers receive payment quickly and departments receive supplies without unnecessary delay.

As a city employee, you are being entrusted and empowered to make purchases on behalf of your department. Along with this empowerment comes responsibility. Cardholders are expected to make sound business decisions that are in the best interest of the city and to always comply with the policies and procedures set forth in the Program Guide.

Overview

The P-Card is a VISA credit card established as a more efficient method of purchasing and paying for small dollar transactions. The card is used to procure low-dollar, non-inventory, non-contract goods and services that are business-related purchases. These efficiencies will allow cardholders to be more effective and focus on the value-added aspects of their jobs. The P-Card program is consistent with and implemented as part of the city's procurement strategy. The use of P-Cards:

- Streamlines the procurement process.
- Increases user satisfaction.
- Allows the user to receive goods in a timely fashion
- Improves delivery times.

The Purchasing Card Program Guide provide guidelines under which you are to utilize your P-Card. Please read it carefully. Your signature on the Cardholder Agreement Form indicates that you understand the intent of the program and agree, and are responsible for, adherence to the guidelines established for the program. The program is not to circumvent procurement guidelines or procedures. To maintain the integrity of the program, the Program Administrator shall cancel credit cards that are not used in compliance with established guidelines. In addition, misuse of the P-Card may result in disciplinary action.

Remember that you are spending taxpayer funds each time you use the P-Card. This is a responsibility that cannot be taken lightly. You must treat this program with the same sense of responsibility and security that you would use with your own personal credit cards. Each Purchasing Card is issued to a named individual and the City of Stuart is clearly shown on the card as the Governmental buyer of goods and services.

Every effort has been made to provide guidelines to cover most common circumstances. All City Purchasing Card users are reminded to consider Federal, State and Local regulations when using the City Purchasing Card. City Departments may establish additional controls with the approval of the Financial Services Department.

Unauthorized, prohibited, or improper use of the P-Card may result in disciplinary action, up to and including termination of employment. In addition, consequences may include suspension and/or cancellation of the card and criminal prosecution, depending upon the severity and consequence of the misuse.

Who to Contact

Role	Name	Contact
Program Administrator		cityaccountspayable@ci.stuart.fl.us

Roles & Responsibilities

Program Administrator

The Financial Services Department is responsible for the administration of the P-Card Program and assigns a Program Administrator to:

- Coordinate, monitor and oversee the P-Card program, ensuring that key controls are in place and operating as designed.
- Coordinate and maintain internal controls.
- Maintain the cardholder database.
- Train new cardholders.
- Coordinate the issuance of new and replacement cards and collect canceled cards.
- Distribute the P-Card Program Guide to all cardholders and department representatives.
- Maintain files of executed Cardholder Agreements.
- Answer questions and solve problems pertaining to the program.
- Assists in resolving issues that arise regarding transactions or P-Card program requirements.
- Establish and maintain cardholder profiles.
- Receive approved monthly statements from cardholders.
- Receive consolidated statement from Purchasing Card issuer.
- Notify department when approved monthly statements are not received.
- Process accounting data into our financial software.
- Pay monthly charges from consolidated statement.
- File and store statements.
- Conduct periodic operational and compliance audits.
- Participate in resolving billing disputes.
- Participate in ongoing program reviews.
- Establish and monitor benchmarking objectives.

Department Director

- Request Purchasing Cards for designated employees.
- Set Purchasing Card spending limits within established guidelines.
- Collect cards from cardholders who end employment.
- Evaluate the need to cancel or reissue cards when employees transfer.

- Notify the Financial Services Department of terminated cards.
- Appoint a Department Purchasing Card Representative.

Department Purchasing Card Representative

- Review monthly statement with cardholder.
- Obtain supervisor approval on monthly statement authorizing transactions.
- Verify the appropriateness of cost center codes.
- Handle disputed items not resolved by cardholder.
- Ensure that an itemized receipt is attached for each transaction and is an appropriate business purchase.
- Ensure the statement is signed by the cardholder.
- Ensure that monthly statements are signed by the cardholder's immediate supervisor certifying that they have been reviewed.
- Forward statements with coded original receipts to Program Administrator.
- Purchasing Card Representatives may not serve as their own Purchasing Card Representative, nor may any Purchasing Card Representative serve as the Purchasing Card Representative for their supervisors.
- The department director must approve all charges made by the department's designated Purchasing Card Representative and the Purchasing Card Representative's supervisors.
- Any charges which have sales tax added must be credited back to the Pcard and processed again without sales tax.

Cardholder

- Read and abide by the policies and procedures found in the Purchasing Card Program Guide. By signing the Cardholder Agreement form, you understand that you are accountable for activity on the card.
- Keep your P-Card number confidential and your card in an accessible, but secure location. You are the only person authorized to use the card so the location should only be accessible to you. Lending or sharing your card or card number is prohibited. Do not leave your card in a place that is accessible to others.
- Exercise caution when giving out account information to make purchases.
- Always try to obtain the best possible value for the city when using the P-Card.
- Follow the guidelines and do not split a transaction to circumvent your spending limit. For example, do not purchase products or services greater than the \$5,000 or authorized single transaction limit and separate the payment into two or more transactions.
- Review charges at the point of sale before signing.
- Ensure that sales tax is not charged when making purchases. The City's tax exempt number is printed on the face of your P-Card. A hard copy of the certificate can be downloaded from Procurement's intranet site.
- Obtain and keep receipts and maintain detailed records for each card transaction. Receipts are critical to the success and integrity of the P-Card Program. Maintaining a log of purchases is advisable as the most efficient means of keeping track of purchases.
- Review monthly statements for accuracy.

- Attach original, itemized receipts and supporting documentation to the statement with proper expense account information noted on each receipt
- Sign the statement verifying review of charges.
- Receive and inspect all ordered goods or services, report discrepancies to merchant and Financial Services.
- For purchases made via telephone, internet or other method, cardholder must document the purchase by signature on vendor acknowledgement noting items purchased, vendor, date of purchase and amount.
- All point of sale receipts must include a description of the product purchased. All efforts must be made to secure a detailed invoice for non-Point of Sale transactions.
- Review monthly statements for validity of all transactions.
- Assure that all purchases and credits are itemized and identified.
- Review annually all subscriptions or annual renewals of services such as “cloud” products, for validity and continued charges.
- Identify and handle disputed charges.
- Review monthly charges with Purchasing Card Representative.
- Verify that funds are available in the proper account to pay for the purchase.
- There are to be no purchases made for personal items or services under any circumstances.
-

How the Card Works

The P-Card is a special VISA credit card. It works similarly to your personal credit cards, except that the charges are billed directly to the city and are paid by the Financial Services Department. Any supplier or merchant that accepts Visa can accept the P-Card. The P-Card will have the cardholder's name and “City of Stuart” printed on the front. The phrase "tax exempt" and the city's tax exemption number will also be printed on the card.

Cardholders may not split single transactions in excess of \$5,000 or their individual transaction limit. The transaction and monthly spending limits may be changed permanently or temporarily upon request from a department director or designee to the Program Administrator.

Each time you use your card, an electronic process verifies that your purchase is within these predetermined limits. If your purchase violates these limits, the supplier will not accept your order. Each cardholder and department representative will be responsible for reviewing monthly statements.

The Purchasing Card system simplifies the procurement/disbursement process. Procurement responsibility is delegated to the ordering department enabling an authorized cardholder to place an order directly with the vendor.

Each card has specific spending limits as follows:

1. Single item purchase limit as set by the Department Director or Financial Services Director.

2. Monthly spending limit (This will be equal to double the credit line to allow for timing of payments posted against the account, but not affect single-purchase limits, or other restrictions on the card).
3. Daily spending limit.
4. Approved Merchant Category Codes.

There are three standard card levels issued as follows:

1. Level 1 – a \$500 single-purchase limit and would be issued to those employees making regular small purchases; Department Directors can establish additional controls as needed.
2. Level 2 - a \$5,000 single-purchase limit and would be issued to management level positions, including but not limited to Department Directors.
3. Level 3 - Single-purchase limits above \$5,000 for those positions specifically identified; the City Manager, the Financial Services Director, the Information Services Director and those designated by the City Manager or Financial Services Director.

SECTION II - POLICIES AND PROCEDURES

Assignment and Control of the Purchasing Card

1. REQUESTS FOR AND ISSUANCE OF PURCHASING CARDS

The Purchasing Card has the employee's name, the City name, and the expiration date embossed on the face of the card. The City's Florida sales tax exemption number status is preprinted on the Purchasing Card. The Purchasing Card issuing company will not have individual Cardholder information other than the Cardholder's work address. No credit records, social security numbers, etc., of the Cardholder are maintained by the issuing company.

When the Financial Services Department receives a Purchasing Card from the issuing card company, the Cardholder will be required to personally attend and complete Purchasing Card training, take receipt of the card and sign a certification/receipt form. The Cardholder will be given a copy of the Purchasing Card Policies and Procedures guide and an oral review of the program. The Financial Services Department will activate each Card after the Cardholder has attended the training and received their card. The Cardholder will receive their card at the end of the training session and is responsible for the activation.

2. LOST OR STOLEN PURCHASING CARDS OR CARD NUMBERS

If a Purchasing Card is lost, stolen, or misplaced, or if the Cardholder thinks that the number has been used without his or her authorization, the Cardholder must immediately notify the Purchasing Card Company and the Finance Department of the loss.

24-hour Lost Card Hotline: 1-888-449-2273.

The Cardholder shall report all information necessary and complete all forms required to reduce the liability to the City for a lost or stolen card or card number, and shall work with any law enforcement agency in prosecuting theft.

3. TERMINATION OR TRANSFER OF CARDHOLDER

When an employee ends his/her employment or is transferred to another department, the department Director shall collect the Purchasing Card, destroy it (cut it in half), and submit the pieces of the card to the Financial Services Department.

If the department Director is unable to collect the Purchasing Card when an employee leaves, he/she shall immediately notify the Financial Services Department by telephone followed by a memo. The Financial Services Department will ensure that the card is canceled.

Cardholder use of Purchasing Card

1. CARDHOLDER USE ONLY

The Purchasing Card shall only be used by the employee whose name is embossed on the card. No other person is authorized to use the card. The cardholder is responsible and accountable for all transactions that occur on their card.

Upon receipt of the Purchasing Card, the cardholder should NOT sign the back of the card, but, should write in indelible ink one of the following:

SEE PHOTO ID, or SEE CITY ID, or SEE DRIVERS LICENSE

2. CITY PURCHASES ONLY

The Purchasing Card is to be used for City authorized purchases only. The Purchasing Card shall not be used for any personal use and any such use will require immediate reimbursement and may result in disciplinary action up to and including termination.

3. SPENDING LIMITS

- a. The department Director approving the assignment of a Purchasing Card will set two limits for each cardholder: single item purchase limit and 30-day limit.
- b. Requests for spending limit changes shall be initiated by email to the Program Administrator by the Department Director.
- c. A purchase may be made of multiple items, but any single item cannot exceed \$5,000 or the Cardholder's limit if less than \$5,000. Purchases over \$5,000 must be made by Purchase Order under the City Purchasing Policies and Procedures. Charges for purchases shall not be split to stay within the single purchase limit. The deliberate attempt to split orders, where the purpose is keeping the total cost of each order below bid or quote limits; separating a requirement that exceeds a single purchase limit or threshold into two or more buys with the express intent of circumventing purchasing dollar thresholds; and failure to combine orders when practical for the interest of economy, is an evasion Procurement Policy. Splitting charges will be considered abuse of the Purchasing Card program and subject cardholder to disciplinary action.

4. OTHER CONDITIONS

- a. All items purchased over-the-counter must be immediately available. No back ordering is allowed.
- b. All items purchased during one telephone transaction must be delivered in a single delivery. If an item is not immediately available, no back ordering is allowed.

- c. The billing cycle for the Purchasing Card is from the 1st day of the month to the last day of the month. All items purchased by telephone must be delivered by the vendor within the billing cycle. The order should not be placed without this assurance.

5. PROHIBITED USES OF PURCHASING CARDS

- a. The following types of items and uses shall not be permitted with a Purchasing Card, regardless of the dollar amount.
 - Cash advances;
 - Fronting of purchases to be reimbursed later or use to reserve services
 - Tobacco products;
 - Alcohol or drugs.
- b. The following types of items shall only be purchased with a Purchasing Card with the prior approval of the Department Director and the Financial Services Department, regardless of the dollar amount.
 - Professional or Contracted Services;
 - Uniform rental, Recreation or Entertainment;
 - Tuition for employees (this does not include registrations for seminars or training classes which are allowed);
 - Any additional goods or services specifically restricted by the department;
 - Travel expenses such as hotels, automobile rental, and airline tickets.
- c. **Food purchases are not authorized** using the Purchasing Card with the following exceptions. Prior approval by the Department Director and the Financial Services Department is required.
 - Food provided for elected officials and city staff at official meetings scheduled during generally accepted meal times. All food purchases for official meetings must be pre-approved by the City Manager;
 - Food for the regularly scheduled Safety Committee meetings;
 - Meals that are part of employee recognition awards;
 - Food for volunteers working on behalf of the City of Stuart;
 - Food for VIPs visiting the City of Stuart government on official business;
 - Food purchased during a declared emergency;
 - Food that has been approved in the annual budget process;
 - Food purchased while attending conferences and/or approved out-of-city training sessions. It is highly recommended that “per diem” (allowance for food while away) be applied for and received prior to the initiation of the trip; and these funds be used for food purchases. The recommendation is that the Purchasing Card not be used for food while on approved out-of-city conferences or training sessions. Should the Purchasing Card be used for these purposes, the amount charged to the card is restricted to per diem limits as mandated in the City of Stuart Employee Manual.

Procedures for Making and Paying for Purchases

1. DOCUMENTATION OF OVER-THE-COUNTER PURCHASES

- a. When an over-the-counter purchase is made, the Cardholder must obtain and sign the customer's copy of the charge slip.
- b. The original charge slip and, if applicable, the sales receipt showing the description of items purchased, vendor, date and amount of purchase will be submitted with the Monthly Statement to Financial Services, Accounts Payable, at the end of the transaction period either by the Cardholder or by the Department Purchasing Card Representative. The Department should retain copies of the charge slips for end of month reconciliation.

2. NON-FACE TO FACE TRANSACTIONS (INTERNET AND TELEPHONE ORDERS)

When placing a telephone order, the Cardholder must confirm that the vendor will charge the Purchasing Card when shipment is made so that receipt of the supplies may be certified on the monthly Statement of Account. This is also a requirement of the vendor's contract with VISA.

But with the proliferation of online purchases, no new vendor/merchant may be used for the same product as previously used, unless there is at least 25% savings over the previous provider's pricing.

3. SALES AND USE TAXES

The City is exempt from paying any State of Florida (and generally all other States) sales and/or use tax, even if the purchase is made with the Purchasing Card. The City of Stuart's tax exemption status is printed on the face of the Purchasing Card. Many times this process is made easier if the cardholder has a copy of the City's tax exempt certificate. A copy of the certificate is provided upon card issuance. The Financial Services Department will provide a copy of the certificate upon request. The Cardholder should make the vendor aware of the City's tax-exempt status prior to processing the sale. If the vendor charges sales tax, the Cardholder must contact the vendor and obtain a credit equal to the amount of the sales tax. The Cardholder will be given two billing cycles to resolve any sales tax credits; any sales tax charges remaining will be deducted from the Cardholder's next payroll wages. If any cardholder has a problem with any merchant about sales or any other tax, please contact the Financial Services Department.

4. MISSING DOCUMENTATION

If for some reason the Cardholder does not have documentation of the transaction to send with the statement to his/her Purchasing Card Representative, he/she must attach a description of the purchase along with a signed certification that the purchase was made in accordance with the City's Policies and Procedures and that the purchase was required for

City operations. Failure to promptly provide such certification may result in disciplinary actions and the employee may be required to pay the City for the undocumented expense. Continued incidents of missing documentation will result in the cancellation of the employee's Purchasing Card.

5. PAYMENT AND INVOICE PROCEDURES

- a. Accounts Payable will send account statements to all cardholders as quickly as practicable. Immediate statement reconciliation is required in order to meet the terms and conditions of the City's contractual obligations to the Purchasing Card Company. All reconciled statements shall be forwarded to the Accounts Payable Section of Financial Services within three working days after receipt.
- b. The Purchasing Card Company will mail one consolidated statement for all Cardholders to the Financial Services Department. This Statement of Account will list all transactions processed during the previous billing cycle (usually 30 days.) If no purchases were made on the Purchasing Card during the billing cycle, no Statement of Account will be generated unless adjustments for previously billed transactions have been processed during that cycle.
- c. The Cardholder must review the statement and note any errors or disputes. Expense Account numbers for each item should be written on the original invoice/receipts to be attached to the statement. The statement will then be reviewed and signed by the cardholder. By signing the statement, the cardholder is certifying that all charges are appropriate and authorized and that all charges are confirmed by attached receipts. The statement will then be reviewed and signed by the Department Purchasing Card Representative or appropriate second reviewer. Once the department representative has reviewed and signed all statements for which they are responsible, the statements are forwarded to the Accounts Payable Section of Financial Services. Invoices/receipts for all items listed on the statement should be attached.
- d. NOTE: The statement may say that no balance is due. This means that the Cardholder does not submit a payment, the payment is due from the Financial Services Department. Always submit the Cardholder statement following the procedures above.
- e. The Financial Services Department will ensure that the Purchasing Card charges are paid on time and that the consolidated statement received is reconciled against the individual cardholder statements forwarded from the department. Department Directors will be notified when individual statements are not received in the allotted time. Continued failure to meet the three workday deadlines may result in the revocation of Purchasing Cards at the discretion of the Director of Financial Services or the City Manager.
- f. If the statement is not received in the Financial Services Department within the three days, then Financial Services will pay the statement and charge any transactions to the

card's default account number. A late transaction processing charge may be added to late submittals.

6. DISPUTES

- a. If items purchased with the Purchasing Card are defective, the Cardholder must return the item(s) to the vendor for replacement or credit. If the service paid for with a Purchasing Card is faulty, the vendor must be notified and asked to correct the situation or provide a credit. If the vendor refuses to replace or correct the faulty item or service, the purchase will be considered in dispute. If the quantity of items received is less than the invoice and charge billing, then the transaction must be disputed.
- b. A disputed item must be explained with a note on the Cardholder's Statement of Account before the statement is forwarded to the Accounts Payable section for payment.
- c. It is essential that the time frames and documentation requirements established by the Purchasing Card issuer be followed to protect the cardholder's rights in dispute.

7. DISPUTE PROCEDURES

- a. A dispute occurs when a Cardholder questions a transaction that has been charged to his/her account and the cardholder is unable to resolve the discrepancy with the vendor. Only after this positive action by the cardholder does a transaction become a dispute. The following steps must be taken to ensure prompt settlement:
- b. The Cardholder contacts Bank of America by telephone at 1-888-449-2273 concerning the transaction and supplies the necessary information to begin the resolution process. Bank of America will send a Dispute Form to the cardholder either by facsimile transmission or by U.S. Mail.
- c. The Cardholder follows the procedures as established by Bank of America.

8. REVIEW OF PURCHASES BY DEPARTMENT

- a. Because of their knowledge of the job responsibilities and requirements, Department Purchasing Card Representatives are required to review each Purchasing Card expenditure (item purchased, amount, and vendor) to ensure the goods or services were necessary, and for official use. The Department's Purchasing Card Representative must certify in writing all of the purchases on statements submitted to the Financial Services Department by the card representative.
- b. When purchases are questioned, the Department Director or the designated Department Purchasing Card Representative will be responsible for resolving the issue with the Cardholder. If the Department Director is not satisfied that the purchase was necessary

and for official use, the Cardholder must provide either a credit voucher proving the item(s) were returned for credit; or a personal check [or cash] made payable to City of Stuart for the full amount of the purchase plus applicable sales tax. Checks must be sent to the Financial Services Department within one week with a written explanation of why the violation occurred and the action taken to prevent reoccurrence.

- c. The designated Department Purchasing Card Representative shall not review or approve charges to his/her own Purchasing Card nor those of the Purchasing Card Representative's supervisor. The department Director must approve all charges made by a designated Purchasing Card Representative and his/her supervisor.

Controls and Audits

P-Card transactions are monitored and audited. The P-Card program uses internal management controls, as well as features and reports from the bank's automated system to manage and audit the process to ensure that procedures are followed. Your use of the P-Card is subject to a continuing audit process. Any violation of policy and/or procedures governing the use of the P-Card shall be justification for the suspension or revocation of the employee's privilege to use the P-Card and can result in disciplinary action.

Methods utilized to control card usage are:

- Maximum dollar amount on a single transaction
- Total spend per month
- Maximum number of transactions per day
- Type of purchase

Cardholders will be periodically audited for compliance with P-Card policies and procedures. The following non-compliant situations may result in cancellation of a P-Card:

- Inadequate documentation to support purchases.
- Inappropriate purchases.
- Monthly statements that have not been reconciled and signed by the cardholder.
- Sharing cards with other employees.
- Violations of P-Card policies.

Cardholders may be subject to disciplinary action, including termination, for the following non-compliant situations:

- Personal use of the card.
- Not reporting a lost or stolen card.
- Other excessive violations of P-Card policies.



City of Stuart Procurement Policies and Procedures

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Section 1 - Overview

Mission

The mission of the Procurement Division is to provide for fair and equitable treatment of all persons involved in public purchasing by the City; to maximize the purchasing value of public funds in procurement; and to provide safeguards for maintaining a procurement system of quality and integrity.

Purpose

The purpose of this manual is to set forth and establish the City's policies and procedures to be used in the procurement of goods and services required for the operation of all departments.

This manual is not intended to address every issue, exception, or contingency that may arise in the course of purchasing activities. The basic standard that should always prevail is to exercise good judgment in the use and stewardship of City resources.

General Statement

It is a goal of the City of Stuart to develop a comprehensive purchasing system. This system should provide greater cost effectiveness and public accountability in the procurement process.

Scope

The policies and procedures outlined in this manual shall apply to all departments involved with any procurement of goods and services for the City of Stuart. Throughout this manual, the word "City" may also be used to represent the City of Stuart. The word "department(s)" or "City department(s)" may, in many instances, also apply to City division(s).

General Policies

The Stuart City Commission has delegated authority to the City Manager to act as the Procurement official on behalf of the City of Stuart. The City Manager may delegate Procurement duties and responsibilities as needed.

All elected and appointed officials of the City who participate in the solicitation and approval of purchases and contracts are personally responsible for becoming familiar with and abiding by all applicable State of Florida Statutes, City of Stuart Code, and Procurement policies and procedures in this manual, governing such activities.

City officials should endeavor to receive maximum value for the public dollar and to purchase in the best interest of the City. The procurement manual shall provide for rules, regulations, and procedures for the internal management and operation of the Purchasing Division.

It is the Financial Services Director's responsibility to monitor and ensure compliance with the procurement policy.

The Financial Services Director's shall supervise the procurement of all supplies, services, or other items as needed by the City; exercise supervision over inventories of supply belonging to the City; and sell, trade, donate, destroy, transfer, or otherwise dispose of surplus property.

All qualified bidders shall be afforded equal opportunities to quote and will compete on equal terms.

Awards shall be made for bids and quotes that provide the best value to the City, taking into consideration the vendor's skill, business judgment, experience, facilities to carry out the contract and previous work ability. The City reserves the right to waive minor irregularities, reject and/or accept any and all bids, in whole or in part, or take such other action as serves the best interests of the City.

It is the intent of the City to buy only from suppliers who have adequate financial strength, high ethical standards and a record of adhering to specifications, maintaining shipping promises and giving maximum service. New sources of supply shall be given due consideration, as multiple sources of supply are necessary to ensure availability of materials.

The City shall strive to maintain strong and enduring relationships with vendors of proven ability and with those who have a desire to meet the needs of the City. To accomplish this, purchasing activities shall be conducted so the vendors will value the City's business and will make every effort to furnish its requirements on the basis of quality, service and price.

Individuals engaged in purchasing shall promote constructive competition by constantly seeking new bidders, obtaining several bids on almost everything purchased and developing more than one active source of supply for various products and services.

Acceptance of gifts, other than items of nominal value such as advertising novelties, is prohibited. Officials and employees shall not become obligated to any vendor and must not conclude any City transaction from which they may personally benefit.

Section 2 – Procurement Cycle

The Procurement Cycle is the sequence of events that defines procurement procedure from recognition of a need through final payment for services, supplies or equipment. The Public Procurement Cycle has the same characteristics in every public procurement office. The Public Procurement Cycle is that which we are demonstrating within this manual and the one regulated by the City of Stuart Procurement Policy.

The cycle begins during the budget process. When a need or requirement is recognized at the field level, the product, with its estimated cost, is proposed in the annual budget for the coming year. With adoption of the budget by the City Commission, funds become available for purchase of the required product. Whether the need is supplies, a service or a particular piece of equipment, fulfilling the need will expedite, improve or make more cost effective the delivery of services by the city to its citizens. When the need is recognized, internal departmental procedures will result in either a requisition which describes the product in detail or procurement of the required goods by means of the Purchasing Card. The requisition will be entered into the City's computerized Finance/Procurement system. The requisition must have the correct account line and carry the electronic signature of the department head (or the department head's designee) who can authorize the expenditure of funds.

The City has migrated to a paperless requisitioning system. Currently, signed approval on the original invoice denotes receipt of the goods or services in good order and authorizes payment by Accounts Payable. The estimated cost determines how vendors are solicited for quotes or bids for a product or service. Experience or current research will give the department an estimated cost for the product in the required quantity.

Section 3 - Duties & Responsibilities

Purchasing Division Responsibilities

The Purchasing Division staff of the Financial Services Department is responsible for coordinating the procurement procedures for the City. The Purchasing staff also provides training to using departments.

The Purchasing Division shall:

- a) Develop purchasing objectives, programs and procedures for the acquisition of materials, equipment, supplies, and services.
- b) Coordinate and provide assistance for procurement procedures of user departments.
- c) Consolidate the purchase of like or common items or services.
- d) Review drafted specifications for formal bids.
- e) Provide contract administration.
- f) Ensure all purchases are made as per State laws and City policy.
- g) Resolve, monitor and negotiate contract disputes regarding contract compliance.

Requesting Department's Responsibilities

The requesting Department shall:

- a) Initiate purchases, as outlined in this procurement manual, allowing sufficient lead time for the Purchasing Division to process the order and the vendor to deliver goods or services.
- b) Follow the City's procurement policies outlined in the Procurement and P-Card manuals.
- c) Prepare clear and unrestrictive technical specifications when needed for products or services.
- d) Review bid tabulation sheets and submitted proposals to inform the Purchasing Division of their department's recommendations for award.
- e) Send complete and proper specifications for bid solicitation, or proper documentation to waive competitive bidding when exercising an option to "piggyback" or declaring sole/single source procurement.
- f) Promptly inform the Purchasing Division of any contract compliance issues.

Section 4 – Solicitation Thresholds

Vendor Selection

The following procedures should be used depending on the amount of the purchase. The estimated value of the purchase determines what steps must be completed before a purchase authorization can be issued for the request. If the purchase price of commodities or contractual services exceeds the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (currently \$35,000), purchase of commodities or contractual services may not be made without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies unless otherwise specified here within.

Technology Services Director may purchase any direct purchase under \$20,000.00 without a method of Procurement.

PURCHASES OF \$0.01 TO \$4,999.99-(Department Director)

Purchases in this category should be paid with a Purchasing Card, if accepted. One (1) verbal quotes is required and may be a telephone quote.

PURCHASES OF \$5,000.00 TO \$9,999.99-(Department Director)

All purchases in this category require the approval of the Department Head. Three (3) verbal quotes will be required.

PURCHASES OF \$10,000.00 TO \$34,999.99-(Financial Services Director)

All purchases in this category require the approval of the Department Head and Financial Services Director. Three (3) written quotes will be required. All quotes must be attached to your requisition.

PURCHASES OF \$34,999.99 TO \$74,999.99-(City Manager or delegate)

All purchases in this category require approval of the City Manager. Competitive solicitation

process, made available simultaneously to all vendors, must include time and date for the receipt of bids, proposals, or replies and a public opening.

PURCHASES OF \$75,000.00 AND ABOVE-(City Commission)

All purchases for products and services in this category require a competitive solicitation process made available simultaneously to all vendors, must include time and date for the receipt of bids, proposals, or replies and a public opening. and award approved by Commission.

Section 5 – Award Authority

Award authority and the authority to execute two party or multi-party contracts rests solely with the Stuart City Commission. The City Commission has delegated award authority to the City Manager to execute purchase orders, provided the funds have been appropriated by the City Commission in the annual budget process.

The Commission has delegated the authority to execute two party or multi-party procurement contracts that are binding on the City to the City Manager as long as: a) the contracts are valued at less than \$74,999.99; b) funds for the project have been appropriated by the City Commission through the annual budgeting process; c) the contract commits the City to no other obligation than the expenditure of appropriated funds; and d) the vendor was selected in accordance with the City Procurement Policy.

After funds have been appropriated by the city commission in the annual budget process for a particular purchase and the vendor has been selected in accordance with the provisions of the City Procurement Policy, and the purchase order/contract does not obligate the city to anything other than payment of a single purchase a purchase order or contract can be issued to the vendor without need of further city commission action regardless of dollar amount.

Section 6 – Payment Methods

Petty Cash

Petty cash is to be used for purchases of \$50 or less. The City Purchasing Card should be used whenever possible for purchases under \$50 as well.

Purchasing Card

A purchasing card (P-card) is intended for use by an employee that has a frequent and recurring need to purchase small dollar supplies and services. The P-card program is designed to improve efficiency in processing purchases from any supplier that accepts the Visa credit card. Purchases can be completed with suppliers over the phone, fax, Internet, mail, or in person. All P-card purchases must follow the rules and procedures prescribed in the Procurement Policy and Purchasing Card Program Policy and Procedure in Appendix C.

Purchase Order

A Standard or Blanket Purchase Order (PO) is computer generated numbered document authorizing a supplier to provide goods or services to the City. A PO is the result of an authorized and approved requisition.

Direct Purchase

Items under \$5,000.00 may be paid with approval of the Department Director.

Check Request

The Check Request is a standard form used to authorize Accounts Payable staff to make payment for purchases of goods and/or services that is excluded from general purchasing requirements. These exclusions include certain payments to vendors or reimbursements as listed below:

- Travel and conferences
- Membership dues, subscriptions, licenses, or permits
- Educational and seminar fees
- Periodicals and publications
- Legal costs
- Refunds
- Other items as approved by the Financial Services Department

Before processing a Check Request, be sure to review other purchasing methods to ensure Procurement policies and procedures are followed. A Check Request may not be used to circumvent established Procurement policies and procedures. Such a request is an unauthorized purchase.

Use of a Check Request form is not designed to take the place of a Purchase Order or to circumvent the normal bidding procedure. The Financial Services Department shall inform the City Manager of any Check Request that is in violation of Procurement policy.

Section 7 – Cooperative Purchasing

The City of Stuart is authorized to participate with other governmental entities to solicit and procure goods, services and/or equipment required to deliver services to the constituents of each entity. It is a standard public procurement principle that larger quantities included in procurement contracts will render lower unit prices. This principle is commonly known as “economy of scale”. Economy of scale is the most apparent benefit derived from cooperative procurement; however, other not so visible benefits are inherent in a cooperative purchase. Procurement resources are conserved by advertising, opening, evaluating and awarding one agreement instead of several. The political benefit of different governmental entities cooperating for the benefit of the taxpayers is a tangible asset for the participating entities.

The City is further authorized to use other governmental contracts which have been competitively solicited and awarded to the lowest, responsive and responsible bidder or proposer. Therefore, the need to bid is satisfied for purchases of this nature. This method of purchase is commonly known as piggybacking, and is particularly desirable if time is a constraint or if the chances for obtaining better prices from other sources is poor. Utilization of these sources waives the requirement for a formal competitive bid.

It is the express intent of the Stuart City Commission that any award for construction, including building construction, road/paving construction, and underground construction shall only be procured in accordance with the requirements of Section 255.20, Florida Statutes.

Section8 – Methods of Solicitation

Invitation to Bid

The Invitation to Bid (ITB) is the most common formal, publicly advertised solicitation and the preferred method of soliciting vendors for prices and availability of product whose estimated value exceeds \$34,999.99.

An ITB is used when the City has a good understanding of that which it is going to buy and comprehensive, written specifications for the item(s) or services. The department/division knows exactly what it wants in terms of functionality, quality and quantity and is able to reduce the requirement to writing in a manner that is understandable to the prospective bidders.

The City will award Invitations to Bid to the lowest, most responsive and responsible bidder without further negotiation. This statement is included in the terms and conditions of the bid package to assure the City receives the best and lowest price with the first response from the bidder. This statement does not mean the City is buying a “low bid” product. It does mean the successful bidder is the one who conforms to all the material requirements, criteria and specifications set forth in the Invitation to Bid and have the capability, both operationally and financially, to fully perform the contract requirements at the least cost to the City.

Request for Proposals

The Request for Proposals (RFP) is another type of solicitation. The RFP is used in those situations when the department/division recognizes its requirement but does not necessarily have the expertise or desire to describe the solution. It may be an area which is in the process of accelerated change or an area where the appropriate technical terminology is obscure to the typical end-user but not to the manufacturer or vendor. It may also be a situation where the final operational result is more important than the cost of the goods or services.

An RFP is awarded using weighted “selection criteria” of which one may be price. Therefore, price may be a factor in the award of an RFP, but not necessarily the determining factor. The terms, conditions and pricing may be negotiated with the proposer(s) after proposals are opened and before a contract is awarded.

Criteria, in addition to price, for example, could be but not necessarily limited to: prior experience, operational plan, qualifications of proposer and team members, etc. Any criterion that the City end user determines has an effect on the final delivered product can be used to select the proposer most beneficial to the City.

Use of the RFP is becoming more common by public agencies because the public agency has the need for more latitude in selection and award of resulting contracts. As the City’s requirements become more complex use of the RFP will increase.

Requests for Quotations (RFQ)

Requests for verbal quotations: Procurements estimated to be valued at between \$5,000.00 and \$9,999.99 require three verbal quotations for the product or service. Usually, the vendor can quote

the price and delivery at the time the telephonic or face-to-face request is made. Documentation should be noted on the requisition sent to procurement and include the name of the vendor, phone number, contact person, price quoted and delivery time.

Requests for informal written quotations: The City Procurement Code requires written quotations from vendors when the estimated purchase amount is between \$10,000 and \$34,999.99. The informal written request for quotations will meet this requirement. The informal request for quotation is used to meet the dollar threshold required or when the specifications or scope of service is more complicated than can be understandably communicated in a telephone conversation. The Procurement Office will assume the responsibility of RFQ solicitation if the subject of the RFQ is complex, if special terms & conditions are required to protect the interests of the City or if the department/division requests assistance. The request will define the terms and conditions under which the quote should be submitted. For example:

- a) A definite date and time by which the quote must be in the possession of the department requesting the quotation with the notation that quotes received after that date and time will not be considered. A short period of time (one or two days) is acceptable for a request for written quotations. The RFQ may be sent to vendors by facsimile transmission or by email. The RFQ should state that facsimile or email responses are acceptable as long as the offer is signed by an employee authorized to obligate the vendor.
- b) Specifications should be written in a manner that is easily understood by a vendor who sells the product or service described. A clause should be included stating that the specifications are not meant to restrict competition and that equivalent products will be considered when evaluating responses.
- c) Delivery information should be specifically requested. If the delivery is critical to the department's mission, the RFQ should state that delivery time is an evaluative criterion, and the quoting firm with the delivery time that best meets the City's needs may be given consideration in award of the quote. Consequently, if the quoted delivery time is not met, the City reserves the right to unilaterally declare the vendor in default and will re-award the quote to the next lowest, most responsive and responsible bidder.
- d) Request the signature of an officer or employee authorized to commit the company to price and delivery terms. State that unsigned quotes will not be considered.

Requests for Expressions of Interest

The Request for Expressions of Interest (also known as a Request for Qualifications) is used exclusively to select the professionals included in Section 287.055, Florida Statutes commonly known as the Consultant's Competitive Negotiation Act (CCNA). CCNA is mandated when certain dollar thresholds are reached. When estimated construction costs exceed \$325,000.00 or when estimated costs for a planning or study activity exceed \$35,000.00, CCNA must be used to select qualified professionals. Those professionals whose selections are regulated by this statute are Architects, Engineers, Landscape Architects and Surveyors/Mappers. The Florida State Legislature has determined that the services offered by these professions are so important that consideration of cost is not applicable to their procurement. As mandated by State Statute, selection of these professions is based primarily on qualifications. Criteria that may be used to select a qualified firm are as follows:

- a) Professional capabilities of the proposing firm
- b) Adequacy and abilities of the personnel within the firm
- c) Past record of performance
- d) Prior experience of proposing firm
- e) Willingness and ability to meet City's time constraints
- f) Recent, current and projected workloads
- g) The volume of work previously awarded, with the intent of effecting equitable distribution of work among qualified firms
- h) Location of firm. This criterion is specifically excluded when using Federal money, i.e. Community Development Block Grant (CDBG) funds, American Recovery & Reinvestment Act (ARRA) funds, etc.

The above listing contains examples of recommended criteria to be used when selecting Architects, Engineers, Landscape Architects and Surveyors/Mappers. It is not intended to be a comprehensive list and is not limited to those noted above. Consideration (payment) is the one criterion specifically excluded from evaluative criteria used to select these professionals. In other words, cost of the service may not be considered when selecting a professional for one of these contracts.

Voting members of the selection committee for these projects are usually comprised of City management personnel, department heads, division heads and other City employees with specialized knowledge of the project. For specialized projects, members of the community may be invited to serve on selection committees. The above listing of selection committee members is not comprehensive. Selection committee membership may be made up of any combination of the above or none of the above. The character of the selection committee is totally in the discretion of the City Manager and the Stuart City Commission.

After the solicitation responses are opened, copies of the responses will be given to each selection committee member for review, rating and ranking. The top ranked firms will be presented to the City Commission as the most qualified firms who submitted on the project. Simultaneously, staff will request the commission authorize staff to enter scope and cost negotiation with the highest ranked firm.

Should staff not be able to negotiate an agreement with the highest ranked firm, staff will return to the commission with notification of the unsuccessful negotiation and request authorization to negotiate with the second highest ranked firm. Should staff be unable to negotiate an acceptable agreement, the City may reject all submittals and re-solicit with a revised scope of work.

When the selection committee has successfully negotiated a contract with the professional, staff will present the agreement to the City Commission and request the Commission to approve the contract and authorize the Mayor and City Clerk to execute the agreement.

Section9 – Professional Services

Professional service is defined as a service provided by a person working in a recognized professional field including but not necessarily limited to the following: artistic, advertising, real estate appraising, planning, engineering, architectural, surveying, landscape architectural, legal, medical, health, auditing, appraisal, insurance, financial, banking, scientific, information

technology and educational service, and any service provided by a governmental agency or a not-for-profit entity, and any other service commonly provided by lawyers, physicians, medical professionals, engineers, architects, surveyors, landscape architects, financial advisors, investment advisors, accountants, planners, information technology professionals, scientists and environmental experts.

The professional services listed above can be selected as proscribed by Section 287.055, Florida Statutes (i.e. the Consultants Competitive Negotiating Act).

The remaining professional services not specifically excluded from Competitive Selection shall be selected by means of competitive solicitation.

Section10 – Purchasing Cards

The intent of the Purchasing Card program is to improve efficiency in processing low dollar value purchases from any vendor that accepts the Visa credit card. A majority of our suppliers accept the Visa Purchasing Card.

Section 11 - Requisition Procedure

If the estimated cost is less than \$4,999.99, the department has the authority to purchase using the requisition process or a Purchasing Card. The responsibility to remain current on the market conditions of the product to be purchased is with the departmental personnel who recommend purchases. If departmental personnel do not have the resources to carry out the necessary research to discern the character of the market, the Procurement Office will assume that responsibility.

If the estimated cost is between \$5,000.00 and \$9,999.99, the three verbal quotes required must be documented in the online requisition form. The name of the vendor and quoted amount must be indicated.

If the estimated cost is between \$10,000.00 and \$34,999.99, three quotes should be attached to the requisition form. The Purchasing Division will assume the responsibility for obtaining quotes if the product or service subject is complex, if special terms and conditions are required to protect the interests of the City or if the department/division requests assistance.

If the estimated cost is \$35,000.00 or more formal solicitation process is used. If the cost is less than \$75,000.00 the City Manager has the authority to award the contract. If the cost is over \$75,000.00 and the funds have been appropriated and approved in the regular annual budgetary process, and the contract requires nothing more than payment for product delivered or for services rendered, and the vendor has been selected in accordance with the City Procurement Policy, then the City Manager has the authority to award the contract.

If the price exceeds \$75,000.00 and either not a budgeted item or requires a contract which will obligate the City to more than the expenditure of appropriated funds, the award must be approved by the City Commission.

After the vendor has been selected and the price of the procurement has been legally determined, a formal contract may be executed by the contractor and the city and/or a purchase order (which is also a legally binding contract) will be issued. The purchase order or contract will state that the parties to the agreement are the successful bidder and the City of Stuart. It will give a comprehensive description of the items or services to be provided, will indicate the cost and quantity of the product and will formalize the estimated delivery time. Additionally, the purchase order encumbers, or sets aside, the funds for the procurement office to assure the money is available and to assure the money will be accessible when it is time to pay for the product.

Section 12 – Receiving

Goods, equipment and supplies are received by each ordering department. Departments are tasked with the responsibility of assuring all items received conform to the specifications of the Purchase Order or contract.

Goods, equipment, services and supplies shall be inspected by the using department upon delivery to determine conformance with the specifications set forth in the purchase order or contract. Inspection shall occur, if possible, in the presence of the vendor or shipper and shall include the following receipt criteria:

- a) Verify that quantity of the delivery matches the quantity ordered
- b) Inspect the delivered items or service for damage or defects
- c) Verify that the items or service delivered comply with the descriptions and specifications of the items or service ordered
- d) Compare packages delivered with the Bill of Lading and note any damage or discrepancies on the Bill of Lading as well as the final invoice
- e) Sign the Bill of Lading and when appropriate, the final invoice. Signature must be that of the person actually inspecting the delivery

Should the delivery person be unable to be present or refuses to be present during inspection of the delivery, note on the carrier's paperwork that the delivery is acknowledged but acceptance is reserved until the items can be inspected. The receiving person may acknowledge delivery without accepting the items.

When goods, materials, or supplies fail the receipt criteria or are damaged upon receipt, the receiving department shall immediately refuse the delivery. If the vendor or shipper is not on site, the receiving department shall contact the vendor to arrange return and replacement of the items.

No payment will be made for materials ordered without proper authorization. Payment cannot be made until materials, goods or services have been received and accepted by the City in the quality and quantity ordered. No prepayments shall be made.

11.1 Dispute Procedure

The following dispute resolution procedure is hereby established:

- a) In any case in which an improper invoice is submitted by a vendor, the City Manager shall, within ten days after the invoice is received, notify the vendor that the invoice is improper and indicate what corrective action on the part of the vendor is needed to make the invoice proper/
- b) If a dispute occurs between the vendor and the City Manager concerning the payment of an invoice, such disagreement will be finally determined by the City Commission. The City Commission may refer the matter to mediation, or to a disinterested person who shall act as a hearing officer, shall conduct a hearing, and shall make a recommendation order to the City Commission. The proceedings to resolve the dispute shall be commenced not later than 45 days after the date on which the proper invoice was received by the city and shall be concluded by final decision of the City Commission not later than 60 days after the date on which the proper invoice was received by the city.

- c) If the decision upon a dispute is resolved in favor of the City Manager's position, interest shall begin to accrue 15 days after City Commission's final decision. If the dispute is resolved in favor of the vendor, then interest shall begin to accrue as of the original date the payment became due.

Section 13 – Term Agreements

Annual Requirement Agreements are also known as Term Contracts. They are agreements solicited and awarded for a specific amount of time, usually one year, with the possibility of renewal for two additional one year periods. Annual Requirement Agreements are useful for the procurement of supplies or services that are repetitively purchased over the course of the year. By consolidating the departmental/City-wide needs into one solicitation, economies of scale will be achieved.

The method of solicitation (ITB, RFP or REI) will be determined by the character of the specifications for the goods or services. An estimate of annual departmental or City-wide usage is required. The specifications and estimated usage are incorporated into a formal sealed bid/proposal package to be formally advertised and sent to those vendors who have expressed an interest in selling the specified product or service to the City of Stuart. The solicitation issued for these goods will state that the quantity estimates noted are estimates only and the City will not be held to any minimum or maximum order quantities.

The bids received will be officially opened on the advertised opening date and evaluated for responsiveness to the solicitation, responsibility of the bidder and cost of the bid items. Upon determination of the lowest, most responsive and responsible bidder a recommendation for award will be made to the appropriate city authority.

Once the appropriate City authority has awarded the contracts all departments and divisions within the City government have the capability to purchase from this agreements. Not only will City departments and divisions use this agreement but it will be available for any other governmental entity located within the territorial boundaries of the State of Florida to use as well.

Conversely, the City of Stuart has access to and may use the Term Contracts or Annual Requirement Agreements put into place by other Governmental entities. The contractor for the other entity must agree, in writing, to extend the same terms, conditions and pricing of the contract to the City of Stuart. The contract must be reviewed by the using department or division in order to assure the product or service meets their needs. After this documentation is in place, the procurement goes through the normal award procedure.

Section 14 – Blanket Purchase Orders

Blanket Purchase Orders (BPOs) are purchase orders put in place for a specific period of time for a specific amount of money for a specific class of product or service. The purpose of the BPO is to allow a department to encumber budgeted funds with a vendor that will let the department make repetitive purchases of supplies or services throughout the period in which the BPO is effective. The BPO may be available for any departmental employee to use or may be restricted to only certain authorized departmental employees. BPOs encumber budgeted funds, which gives the department the ability to track its budget in better detail.

BPOs are constrained by the same procurement levels as any other procurement. The monetary value of any B.P.O. is calculated by annual dollar value per department/division (i.e. if estimated

annual purchases total less than \$5,000 it falls into the less than \$5,000 category and no quotes are required, if estimated annual purchases total \$5,000 to \$10,000 three oral quotes are required, etc.)

Blanket Purchase Orders whose annual value is estimated to be more than \$5,000 are typically written in accordance with the terms, conditions and prices of Annual Requirement Agreements or Term Contracts solicited and awarded by the City of Stuart or another governmental entity. The City reserves the right to increase or decrease quantities on the BPOs as necessary to meet actual quantities used.

Procurement understands that Term Contracts may not be in place to address the specific departmental needs. Departments may put BPOs in place with three vendors selling the same product or class of product and competition among the three generated by the department to assure that the most cost effective purchase is made.

Blanket Purchase Orders may not be used to buy capital assets (either equipment or services) consequently BPOs are usually limited to \$999.99 per transaction. Capital procurements must be made as single purchase transactions. This allows the City to track, list and annually inventory capital procurements.

In addition to the typical information required on a requisition (i.e. vendor, account line, authorizing signature, product description) the dollar amount to be encumbered and period for use is also required. If the BPO is written in accordance with a Term Contract, the contract (or Bid) number as well as the governmental entity that generated the contract must be also noted. The Description in a typical Blanket Purchase Order may read as follows:

Blanket Purchase Order for the period 10/1/18 through 9/30/19, in accordance with U.S. Communities Contract #05091-R, \$999.99 limit per item, No Capital Equipment.

Section 15 – Emergency Purchases

The City of Stuart Policy makes allowance for emergency procurements. If there exists an immediate threat to the health, safety or welfare of City of Stuart citizens or employees the City Manager may authorize an emergency procurement. A significant interruption or delay in the provision of municipal services to the public shall be deemed an immediate threat to the public welfare. All formal bidding requirements shall be suspended. However; this type of procurement will be made with as much competition as is practicable under the circumstances.

Funds for emergency purchases shall have been appropriated by the city commission in the annual budgets of the city, or must otherwise be readily available in a reserve account, or in the un-appropriated fund balance.

Upon declaration of a state of local emergency, as defined and provided in Chapter 26 of the Stuart Code of Ordinances, without prior or further approval of the City Commission, the City Manager shall have authority to contract up to a total of \$350,000.00 for emergency goods and services. If it is not possible to obtain a quorum for a meeting of the City Commission during a declared emergency, the City Manager shall have authority to expend an additional \$700,000.00 for

emergency goods and services. Thereafter, if a quorum of the City Commission is unattainable, the City Manager may expend public funds with the concurrence of any two of the following:

City Commissioners
City Attorney
Financial Services Director
Chief of Police
Public Works Director

Upon a determination by the City Manager that an emergency exists which has not otherwise been "declared", the City Manager shall have authority to contract up to a total of \$350,000.00 for emergency goods and services, without prior city commission approval.

As soon as feasible (within fifteen days of the emergency purchase) a written report of the emergency shall be generated to include the name of the vendor, the type of contract used, the value of the contract and a list of items procured under the contract. The City Manager shall publicly report the facts giving rise to any emergency valued in excess of \$50,000.00 and the necessity for the emergency purchase at the next regular City Commission meeting following the date of the purchase (within fifteen days of the emergency purchase).

Section 16 – Sole Source Procurements

Sole source procurements are authorized by City policy when there is only one supplier for a particular product, service or piece of equipment. After a good faith review of available sources shows that there is only one individual or company that may sell the item to the City, documentation is put in place for the sole source procurement. This documentation consists of a letter from the vendor, on company letterhead, stating the firm is the only supplier of the item. The Department completes the Sole Source form stating why an item should be considered for Sole Source Procurement. The City Manager will approve all Sole Source Procurements of \$75,000.00 or less

Section 17 – Single Source Procurement

A contract may be awarded without competitive selection when the Financial Services Director determines, after conducting a good faith review of available sources, that there may be more than one source for the required goods but due to the exclusive distribution rights of the vendor; or the vendor is the single provider of goods or services which have unique characteristics essential to the operational needs of the using city department and no other product or service will be suitable for use by the using department; or the vendor has special ability to provide unique spare parts or unique emergency repair service; or the vendor has unique historical, institutional knowledge and experience which will provide a continuity of service not available from any other vendor. Requires advertisement on City's website for fifteen (15) business days in accordance with Section 287.057 (c), Florida Statutes. The Department completes the Single Source form stating why an item should be considered for Single Source procurement. The City Manager will approve all Single Source Procurements of \$75,000 or less.

Section 189 – Change Orders

Change Orders are those official modifications to contracts and/or purchase orders that involve additional quantities, decreased quantities, additional time to deliver or cancellation of the order. Change Orders are most common under the following circumstances:

- a) Increases to the scope of service for a particular project by including additional work similar in nature but not contained in the original scope of service
- b) Modify the time contractually allotted for completion of contracted work
- c) Make final adjustments to construction contracts to reflect actual quantities provided by the contractor
- d) Additional merchandise is required by the using department
- e) Over shipment of merchandise that is acceptable to the using department
- f) Under shipment of merchandise that is acceptable to the using department
- g) Reduction in order by using department
- h) Cancellation of order
- i) Change in account line (this is usually for internal distribution only and not sent to the vendor)

Section 19 – Construction

Construction solicitations and resulting contracts are designed to protect the interests of the City when infrastructure and vertical structures are built on behalf of the City. Concurrently, the Bidding Documents are intended to assure Bidders fair and equitable treatment. These documents are intended to give direction to construction contractors to assure that the construction projects produced will be built as designed by the architect or engineer who designed them. The City dictates the terms, conditions, specifications and scope of work under which construction contractors may submit acceptable bids to the City.

The intent of the Procurement Office is to create a bid document that accurately describes the construction project in a manner that is understandable to the bidding community. To accomplish this end, Procurement depends on the requesting department to supply a comprehensive scope of work which includes technical specifications, drawings, construction schedule, site conditions and any other conditions that may have a material effect on the bid. Most of these documents and requirements are generated by the professional (Architect or Engineer) selected for the project. Procurement must depend on the end using department to assure the information, as it is passed on to Procurement, is comprehensive, understandable to the bidding community and describes the final product as the City expects it to be delivered.

Upon notification that a construction project will be put out to bid, Procurement will request preliminary solicitation information from the requesting department which asks for all of the above information as well as funding, grant and permitting information.

Any grant information is particularly important because certain grants require special procurement language to meet the grant requirements. The grant may also require compliance to Federal or state mandates by the successful contractor. This compliance, in some instances, will have a material impact on the final bid price from the contractor to the City. A copy of the grant document should be part of the project initiating information sent to the Procurement Office. This will give the Procurement Office a chance to research any special procurement mandates required and include them in the final solicitation package.

Grants also require periodic reporting which maintains the city's qualification status with the granting agency. If the Procurement Office is aware of these conditions at the beginning of the project, grant documentation is easier to compile, track and complete.

Bonding and Insurance requirements are intended to protect the interests of the City without driving the project cost up to an unacceptable total cost. In general, construction projects will exceed the threshold requirements triggering the need for bid guarantees, a payment guarantee and a performance guarantee. Insurance requirements must be evaluated and modified if necessary to assure the City's exposure to liability is limited as much as is fiscally feasible.

A construction project will, in general, be scheduled as follows:

a) The operating department will review the scope of work, technical specifications and construction drawings submitted by the design professional for completeness and accuracy. When the department is satisfied that the documents describe the proposed project, they notify the

Procurement Office that a construction project has been budgeted and the department is prepared to begin the solicitation process;

b) The Procurement Office will request preliminary solicitation information from the requesting department. The requesting department will provide the Preliminary Solicitation form and return it to the Procurement Office with the scope of work, technical specifications and construction drawings.

c) Using this information, Procurement Office will create the first draft of the solicitation documents and forward them to the department and design professional for review, revision and final approval;

d) Upon final approval of the bid documents, Procurement Office will request legal advertisement of the solicitation in, at a minimum, the Palm Beach Post. The Procurement Office will concurrently post the solicitation on OpenGov Procurement for on-line distribution of the solicitation package;

e) Procurement Office will accept questions, both technical and procedural, concerning the solicitation. Procurement Office will issue addenda after conferring with the operating department and design professional answering the questions when necessary;

f) The Procurement Office may administer a Pre-bid conference held to allow prospective bidders to ask questions directly of the engineer/architect and City department personnel in order to clarify specifications, requirements, terms and conditions. All addenda must be acknowledged by all bidders. If bids are submitted without acknowledgement of addenda, the submitted bids may be declared non-responsive and no further evaluation of the non-responsive bids will occur;

g) An Addendum will be issued resulting from questions asked at the pre-bid conference and/or to clarify ambiguities in the bid package.

h) Procurement Office will conduct the formal bid opening, tabulating the bids and performing an initial evaluation of bids submitted;

i) Procurement Office will compile the bids; perform a detailed evaluation of the bidder's responsiveness to the bid requirements; create a bid tabulation sheet and forward this package to the operating department for detailed technical evaluation of the bidders responsiveness to the specifications;

j) The operating department will review and evaluate the bids received and respond in writing to the Procurement Office with a recommendation to award the bid to the lowest, most responsive and responsible bidder or to reject all bids.

k) The Procurement Office will compose an agenda item to present the City Commission for approval and authorization to execute the resulting construction contract.

l) Upon award of the bid and execution of the contract the Procurement Office will send a Notice of Award to the successful contractor with instruction to send required documentation of Insurance and Bonding to the Procurement Office within ten calendar days.

m) When the required Insurance, Bonds and executed Contract are in place, the Procurement Office will schedule a pre-construction conference to be attended by the operating department, design professional and successful contractor. This meeting establishes lines of communication; reviews the project and addresses any special conditions of construction. The Notice to Proceed, executed contract and Purchase Order are given to the contractor. Administration of the project is then transferred to the operating department. When the project is grant funded, the operating department will maintain communication with the Procurement Office regarding the status of the project and invoicing.

Section 20 – Design/Build Contracts

A design/build contract is defined as a single legal instrument with a design/build firm which will encompass both the design and construction segments of a construction project. Usually design/build is used to decrease the time between a construction project initiation and delivery of the finished product.

The solicitation process and selection of the design/build professional is outlined in detail in the *City of Stuart Code of Ordinances: Chapter 2- Administration, Division 5. Design-Build Contracts*.

Section 21 – Bid Protests

1. Any protest relating to the contest of a bid or proposal package must be made by formal written protest within three (3) calendar days from the time the aggrieved person knew, or should have known, of the facts giving rise to the protest, in any case, at least twenty-four (24) hours prior to the bid opening. All such formal written protests must be filed with the Purchasing Office, no later than 5:00 p.m. EST on the third day.
2. Any unsuccessful bidder (the “Appellant”) who is allegedly aggrieved in connection with the bid solicitation or the proposal award of a contract by the City, may file a formal written protest with the City provided the Appellant complies, as a condition precedent to consideration of such protest, with the following procedures:
 - A. A formal written protest must be filed with the Purchasing Office, no later than 5:00 p.m. EST, within seven (7) calendar days after the Appellant is made aware of the intent to award the contract by e-mail or when the Purchasing Office posts the notice of recommendation or intent to award the contract on the City’s Procurement Portal.
 - B. If the City Manager or designee choose not to accept the recommendation of award and awards the contract to an alternate, a formal written protest may be filed, in accordance with this procedure no later than 5:00 p.m. EST, with seven (7) calendar days after the Purchasing Office posts the notice of award on the City’s Procurement Portal.
 - C. The formal written protest shall contain, at a minimum, the following information:

1. Bid Project identification and title or position of the person submitting the bid protest,
3. A statement describing, in detail, all of the issues being protested and the reasons the award of the contract should not be made as proposed by the City,
4. A statement describing in detail how the issues being protested adversely affect the Appellant's bid submitted to the City,
5. A statement describing the relief sought by the Appellant, and
6. Such other information as the Appellant deems to be material.

D. The Appellant shall provide such additional information requested by the City, which it deems pertinent to the consideration of the protest. The formal written protest shall identify all of the issues and arguments which support the Appellant's claim that the award of the contract should not be made as proposed by the City, and any and all subsequent appeals of the decision rendered upon the protest shall be limited solely to the issues and arguments set forth therein and shall not include any new or additional issues or arguments.

E. As a condition precedent to any consideration of the written protest, the Appellant must post with the City a security in the form of a cashier's check, certified check, or money order (the "Protest Security") made payable to the City of Stuart Financial Services. The amount of the Protest Security shall be 5% of the Appellant's bid up to a maximum of \$25,000. For a solicitation for which no price is required or where the bid was for a percentage discount or markup, the Protest Security shall be \$5,000. The Financial Services Department will hold the Protest Security until a final determination is made on the protest.

F. The City Administrator will review the protest and issue a final decision. If the City Administrator's decision is in favor of the Appellant on the written protest (which includes the decision to reject all of the bids), the full amount of the Protest Security will be returned to the Appellant. If the decision is not in favor the Appellant on the written protest, the City will return the Protest Security to the Appellant within thirty (30) days of the decision after deducting the expenses incurred by the City in processing the formal bid protest and appeal. No award will be made of the contract while a protest or appeal is pending before the City, unless the City Manager deems the procurement to be an emergency.

G. The City will not consider any appeal unless it complies with this procedure. Neither the City, nor its employees will be liable for any costs, expenses or damages incurred by the Appellant such as, but not limited to, attorney fees, loss of income, bid proposal preparation Purchasing Manual 2022 Page 39 of 48 costs or bid protest costs. 19.3 A formal written protest is considered filed with the City when the Purchasing Division receives it if delivered by hand delivery or email or when post marked if delivered by U.S. Postal or Express Mail. Accordingly, a protest is not timely filed unless it is received within the timeframe specified.

H. The City will not consider any appeal unless it complies with this procedure. Neither the City, nor its employees will be liable for expenses incurred by the Appellant such as, but not limited to, attorney fees, loss of income, bid proposal preparation costs or bid protest costs.

A. Formal written protests may be submitted via hand delivery, U.S. Postal Mail or express mail, or e-mail as follows:

1. Hand Delivery: City of Stuart, Attn: Purchasing Division, 301 SE Ocean Blvd., Suite 204 Stuart, Florida 34994
2. U.S. Postal Mail or Express Mail: City of Stuart, Attn: Purchasing Division, 301 SE Ocean Blvd., Suite 204 Stuart, Florida 34994.
3. Email: purchasing@ci.stuart.fl.us

I. All communications by Appellant or anyone acting on behalf of Appellant regarding the bid protest must be directed to Purchasing Division. Appellants and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, including but not limited to, contacting any City Commissioner, official, employee, or representative to discuss any matter relating in any way to the solicitation being protested. This restriction shall begin with the filing of the protest and end upon the final disposition of the protest. Failure to adhere to the prohibitions herein may result in the rejection of the protest without further consideration.

Section 22 - Contract claims

Unless modified by contract, the following rules shall apply to contract claims.

- (a) All claims of a vendor against the city relating to a contract shall be submitted in writing to the Financial Services Director or delegate for a decision. The claimant may request a conference on the claim. Claims include, without limitation, disputes arising under a contract based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or revision.
- (b) The decision of the Financial Services Director or delegate shall be promptly issued in writing and furnished to the claimant. The decision shall state the reasons for the decision reached and shall inform the claimant of its appeal rights. If a written decision is not issued regarding any contract controversy within fourteen (14) days after receipt of a written request for a final decision, then the aggrieved party may proceed as if an adverse decision had been issued.
- (c) The decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of the decision the claimant files a written notice of appeal with the city manager. The decision of the city manager shall be deemed final and conclusive when rendered.

Section 23 - Authority to debar; cause.

The city manager is authorized to debar for up to three years any vendor from consideration for award of city procurement contracts. Debarment shall be for cause.

Causes for debarment

The following action of a vendor or of a principal of a vendor shall constitute cause for debarment of the vendor:

- (a) Conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- (b) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a vendor;
- (c) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- (d) Violation of any contract provision of a contract made by the vendor with the city or another agency including but not limited to:
 - (1) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; and
 - (2) A record of failure to perform or of unsatisfactory performance in accordance with the terms of the contract provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the vendor shall not be considered to be a basis for debarment;
- (e) Violation of the ethical standards set forth in this article;
- (f) Failure without justification on one or more occasions to perform a contractual obligation in accordance with industry standards or contract provisions; and
- (g) Any other cause the city manager determines to be serious and compelling so as to affect responsibility of a vendor including debarment by another governmental entity for any cause listed in this article.

Debarment procedure

- (a) The city manager shall issue a written decision to debar. The decision shall state the reasons for the action taken and inform the debarred vendor of the right to appeal to the city commission. A copy of the decision of the city manager shall be mailed or otherwise furnished immediately to the debarred vendor and to the city commission.
- (b) A decision to debar shall be final and conclusive unless within ten days after receipt of the decision the debarred vendor files a written notice of appeal to the city commission. The decision of the city manager shall be deemed final and conclusive if affirmed by the City commission.

Section 24 – Fixed Asset Management

Annual Inventory

Fixed assets are defined as real property, structures, infrastructure and equipment with a value in excess of \$1,000.00 and a life expectancy of more than one year. A product must reach both of these thresholds in order to be classified a fixed asset. Fixed assets are purchased from the capital account lines in each department's budget as opposed to the operational account lines. All fixed assets are assigned fixed asset numbers, tracked and inventoried annually. The objectives of inventory management include waste prevention, full utilization of supplies and maximum return of value upon disposal.

There are items included in the annual inventory that are not fixed assets. These items are carried in the fixed asset system and inventoried annually but are not computed as fixed assets purchased with capital funds and subject to depreciation.

Obsolete/Surplus Equipment Disposition

The City Manager determines what method of disposal is most beneficial to the City of Stuart whether it be by public auction, employee auction, on-line auction, formal sealed bid, posted prices or trade-in.

Department heads will determine when a specific piece of equipment or stock of supplies has become obsolete or is surplus to the operational needs of the City. The department head will notify the Finance Services Department that the items are surplus or obsolete and request the City Manager declare them as such. Once they have been declared surplus, the method of disposal will be determined.

Section 25 – Products and Services exempt from the competitive process

There are certain products and services that have no competitive arena within which price comparison will be likely to produce the most useful or beneficial product or service. Such products and services shall not require competitive solicitation. However, terms, conditions and prices will be negotiated to assure the city obtains fiscally responsible products and services. These products and services include, but may not be limited to the following:

- (1) Artistic
- (2) Medical
- (3) Veterinary
- (4) Educational
- (5) Managerial
- (6) Financial
- (7) Legal
- (8) Animal procurement
- (9) Products or services procured from other governmental agencies
- (10) Products procured for resale
- (11) Used equipment
- (12) Advertising
- (13) Scientific
- (14) Lobbying

Appendix A – Insurance Requirements

1. The successful bidder shall not commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful bidder allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida.

2. 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 Contractor and/or subcontractor providing such insurance.

3. Worker's Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. This coverage shall include Employer's Liability for limits of not less than \$1,000,000.

4. Commercial General Liability: The Contractor/Lessee/Service Provider shall, during the life of this agreement take out and maintain broad form Commercial General Liability [including premises/operations; products/completed operations with the XCU hazards; personal /advertising injury; and fire damage (minimum \$100,000)]* for limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00** aggregate relative to any agreement resulting from this solicitation with the City of Stuart. ***

5. Business Automobile: The Contractor/Lessee/Service Provider shall during the life of this agreement take out and maintain Business Automobile Liability form with coverage for symbol I (any auto) with limits of not less than \$1,000,000.00 combined single limit or \$500,000.00 per person/ \$1,000,000.00 per accident bodily injury and \$250,000.00 per accident property damage.

6. Professional Liability: The professional shall during the life of this agreement take out and maintain Professional Liability coverage with limits of not less than \$1,000,000.00 per claim /\$2,000,000.00 per job, per year aggregate relative to any agreement resulting from this solicitation for the City of Stuart. The professional further agrees to maintain like coverage for a minimum of five (5) years following the completion of the agreement.

7. Owner's Protective Liability Insurance: The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from his operations under the Contract.

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

(1) 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, its termination date.

(2) Statement that the Insurer will furnish to the CITY Certificates of Insurance specifically endorsed to grant the City the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal.

(3) City shall be named or additional named insured on Public Liability Insurance and Automobile Liability Insurance.

*For construction projects include ...owners & contractors protective for construction projects

** For construction projects include ...per job, per policy year

*** For construction projects include ... Further, contractor agrees to maintain like coverage for a minimum of five (5) years following completion of the project

NOTE: The City can decrease or increase these limits, depending on the project, at its sole discretion.

Appendix B – Definitions

Addendum: Official document issued by the city which changes the terms, conditions, specifications or scope of service of an Invitation to Bid package, Request for Proposal package, Request for Expressions of Interest package or contract. When an addendum is issued, it becomes an integral part of the document to which it is attached. All addenda issued must be acknowledged in writing by the bidder or proposer. If an addendum is determined to contain information that is material to accurate bid pricing; or is material to the proper delivery of the scope of service and said addendum is not acknowledged, the bid or proposal shall be declared non-responsive, and no further evaluation of the solicitation will occur.

Annual Requirement Agreement: Annual Requirement Agreements are also known as Term Contracts. They are agreements solicited and awarded for a specific period of time, usually one year, with the possibility of renewal for two additional one year periods. Annual Requirement Agreements are useful for the procurement of supplies or services that are repetitively purchased over the course of the year. By consolidating the departmental/city-wide needs into one solicitation, economies of scale may be achieved. Once these contracts have been awarded by the city, departments and/or divisions may encumber their budgeted funds against these agreements by means of Blanket Purchase Orders.

Award: This is the term used to denote when a Bid, Request for Proposals, Contract or Purchase Order has been granted to the vendor who has submitted the most cost effective, responsive and responsible bid, proposal or quote for a project. All awards are made by either city staff or the city commission. The award may also include a formal contract which must be executed prior to initiation of a project.

Award Protest: A protest with respect to an award of a contract shall be submitted to the City Manager in writing within ten days of contract award.

Bid Bond: A cash or surety bond guarantee that assures an apparent low bidder will enter into a contract with the City of Stuart upon award by the appropriate city official(s). Should an apparent low bidder refuse or be unable to enter into a contract with the city, the city has access to the cash or bid bond to defray additional cost to the city required to contract with the second low bidder or to re-bid the project.

Bidder: An individual, company, corporation or firm that has submitted a bid or quote in response to the City's request for offers.

Bid/Proposal Opening: The formal event during which responses to the city's solicitation are opened, names of respondents and amounts offered (where applicable) are publicly sounded. Bid/Proposal openings are publicly advertised and are used when Invitations to Bid, Requests for Proposals and Requests for Expressions of Interest are opened. Bid openings are subject to the requirements of Florida State Statute 119, the Open Records statute.

Bid Schedule: The section of a quote or bid in which the bidder offers their certified prices to the city to provide the supplies, services, equipment or construction services described in the solicitation. The bid schedule may be in a format where unit prices and extended prices are requested. The unit prices are multiplied by the estimated quantities to yield the extended prices.

Should there be a mathematical error in the extension, unit prices will always prevail. In the case of construction solicitations, the estimated quantities may be increased or decreased by the City to reflect actual quantities used. Construction work not specifically itemized in the bid schedule but necessary for the completion of the scope of work must be included in the most appropriate bid item(s).

Bid Protest: Any actual or prospective vendor or contractor who questions the reasonableness, necessity or competitiveness of the terms and/or conditions of an Invitation to Bid, Request for Proposals or Request for Quotations may file such protest in writing to the City Manager. The protest shall be submitted to the City Manager, in writing, prior to the opening date and time of the bid, quote or proposal.

Bid Specifications: The description of contracting terms prepared by the city and set forth in an invitation for bids from prospective vendors.

Bonding Requirements: Bid Bonds must be submitted when required in the solicitation documents to best serve the interests of the city or the bid price is estimated to exceed \$50,000.00. Payment and Performance Bonds are required for all construction contracts and from other service contractors whenever the value of the contract is valued at \$50,000.00 or more, or if the interests of the City may be threatened should a contractor fail to pay its materialmen or subcontractors (payment bond); default or non performance to the standards of the specifications and/or scope of work described in the contract documents (performance bond).

Competition: The foundation upon which the public procurement process is based. Competition is the principle stating that the effort of two or more parties acting independently to secure the city's business will deliver the required goods, services or equipment in the most cost-effective and expeditious manner.

Contract: The formal document between two (or more) competent parties, which includes an offer, acceptance, term (time the contract is in effect), consideration (payment or other item of value) and scope of work. A contract is a legally binding document that requires one party to deliver that which is described in the scope and requires the other party to pay for that which is delivered.

Contractor: The successful respondent to a solicitation for quotes, bids or proposals. A contractor is the individual, company or firm to whom a purchase order or contract has been awarded.

Cooperative Procurement: The act of cooperatively soliciting competitive responses from responsible vendors to supply goods, services or equipment by more than one governmental entity in order to take advantage of economies of scale. Cooperative Procurement may also be defined as one governmental entity using the competitive solicitation process put into place by a different governmental entity (***piggy-backing***). The aforementioned competitive process must follow generally accepted public procurement principles and be substantially in accordance with the City of Stuart procurement policies.

It is the express intent of the Stuart City Commission that any award for construction, including paving construction, and underground construction, shall only be procured in accordance with the requirements of Section 255.20, Florida Statutes. It is further the intent of the Stuart City Commission to solicit bid/proposals for construction projects including building construction,

paving construction and underground construction, the estimated value of which exceeds \$75,00.00

Instructions to Bidders: Guidelines included in Invitations to Bid and some Requests for Proposals that give respondents essential information regarding the requirements of the solicitation.

Goods: Supplies, services and construction to be acquired by the city.

Insurance requirements: Insurance requirements for construction contractors were established by the City Commission effective August 11, 2003. See Insurance Requirements for Contractors, Exhibit B. In general, the city has set levels of insurance coverage high enough to assure that the city's interests are protected. The city's liability exposure must be protected should there be negligence or malfeasance in the provision of service by the contractor. The character of the services provided dictates the liability exposure of the city, and from that the coverages and levels of coverage required for service providers (contractors) will be derived.

Professional service providers, i.e. Architects, Engineers, Landscape Architects and Surveyors/Mappers are generally required to carry Professional Liability (Errors and Omissions) coverage.

Invitation to Bid: A formal solicitation for which public notice of the Invitation to Bid is given not less than ten days prior to the date scheduled for opening bids. Public notice may be in the form of a legal advertisement in a publication of general circulation within the community, or posting the notice on a bulletin board on City property with public access or posting the notice on the city's web site. Invitations to Bid are most commonly used when the City has a good understanding and comprehensive specifications for the item(s) the City is going to procure. The City will award Invitations to Bid to the lowest, most responsible and responsive bidder without further negotiation.

Payment Bond: A surety bond guarantee from a successful contractor awarded a contract by the City which assures the contractor will promptly pay all persons, companies or firms supplying labor, materials or supplies to the contractor used directly or indirectly in the performance of the contract. If the contractor defaults on payment to the subcontractors or suppliers the subcontractors have access to the bond for payment.

Performance Bond: A surety bond guarantee from a successful contractor awarded a contract by the City which assures the contractor will perform the contract in the time and manner prescribed in the contract. Should the contractor default on the contract, the City has access to the bond to finish the project.

Pre-Bid/Proposal Conference: A formal meeting, held before a bid/proposal opening, in which City staff has the opportunity to explain the terms, conditions, specifications or scope of work included in an Invitation to Bid, Request for Proposal or Request for Expressions of Interest. A pre-bid conference may be “mandatory” which means that the City will accept offers only from those firms who are represented at the meeting; or optional in which the bidding or proposing firm need not be present or represented to submit an offer.

Professional service: A service provided by a person, firm or partnership in a recognized professional field including services that are artistic, advertising, planning, engineering, architectural, surveying, landscape architectural, legal, medical, health, auditing, appraisal, insurance, financial, banking, scientific, information technology and educational service, and any service provided by a governmental agency or a not-for-profit entity, and any other service commonly provided by lawyers, physicians, medical professionals, engineers, architects, surveyors, landscape architects, financial advisors, investment advisors, information technology professionals, accountants, planners, scientists and environmental experts.

Purchase Order: A contract between the city and the successful respondent to a City solicitation. The City has made an offer to buy particular supplies, services or equipment, and the contractor has accepted the City’s offer. The purchase order formalizes the City’s offer and the vendor’s acceptance and describes the product, the payment amount and the budget account line from which an invoice shall be paid. If the purchase order is based on a solicitation, the terms and conditions of the solicitation are referenced in the body of the purchase order. The purchase order encumbers budgeted funds for the product until final payment is made.

Request for Proposals (RFP): An RFP is a formal solicitation for which public notice of the Request for Proposals is given not less than ten days prior to the date scheduled for opening the proposals. Usually an RFP will be advertised a minimum of 28 days prior to the opening date. Public notice may be in the form of a legal advertisement in a publication of general circulation within the community, or posting the notice on a bulletin board on City property with public access or posting the notice on the city’s web site. Requests for Proposals are most commonly used when the City is not as certain of the specifications for the goods and/or services described in the RFP. With a Request for Proposal, the City requests vendors to review the City’s need as described in the RFP and “propose” a solution. Recommendation for award of an RFP is determined by using weighted “selection criteria” of which one may be price. Therefore, price may be a factor in the award of an RFP, but not necessarily the determining factor. The terms, conditions and pricing may be negotiated with the proposer(s) after the proposals are opened and before a contract is awarded and executed.

Request for Expressions of Interest (also known as a Request for Qualifications): A formal solicitation for professional services as defined in Florida State Statute (engineering, architecture, survey/mapping, landscape architecture) accomplished in accordance with Florida State Statute 287.055, the Consultant's Competitive Negotiation Act (CCNA).

Requisition: The City document in which a Department or Division defines its need for particular services, supplies or equipment. A requisition, upon completion of normal procurement procedure, will be converted into a purchase order. Requisitions must clearly describe exactly that which is being requested in a manner that is understandable by vendors and staff alike. A requisition must include the account line from which funds will be paid and the signature (or electronic approval) of a departmental official authorized to approve expenditure of budgeted funds.

Responsive Bidder/Proposer: A respondent to a city solicitation who meets all of the material requirements of the solicitation (i.e. the products offered meet or exceed the minimum requirements as described in the specifications, respondent signs the bid form, respondent submits a bid bond if necessary, etc.)

Responsible Bidder/Proposer: A respondent to a city solicitation who demonstrates the ability, reputation, prior experience and financial resources to provide the product or service offered in the response on time and within the bid/proposed price.

Scope of Work (also known as Scope of Service): Section of a contract or solicitation that precisely defines the service, product or equipment solicited or purchased.

Single Source Procurement: Single source procurements are authorized without use of the competitive process by city policy when there may be more than one source for the required goods but due to the exclusive distribution rights of the vendor; or the vendor is the single provider of goods or services which have unique characteristics essential to the operational needs of the using city department and no other product or service will be suitable for use by the city; the vendor has special ability to provide unique spare parts or unique emergency repair service; or the vendor has unique historical, institutional knowledge and experience which will provide a continuity of service not available from any other vendor. The vendor and using department shall document the facts of single source procurements substantially in the same manner as documenting sole source procurements.

Single source and sole procurements are rare. Uses of single source and sole source procurements are discouraged and must be documented. By definition, single source and sole source procurements negate competition and leave the city exposed to proprietary pricing.

Sole Source Procurement: Sole source procurements are authorized without use of the competitive process by city policy when there is only one supplier for a particular product, service or piece of equipment. Documentation of sole source procurement consists of a letter from the supplier on company letterhead stating they are the only vendor capable of supplying the product or service and a memorandum from the using department stating why this product or service is the only one that will meet the operational needs of the department. See sections XII and XIII for details.

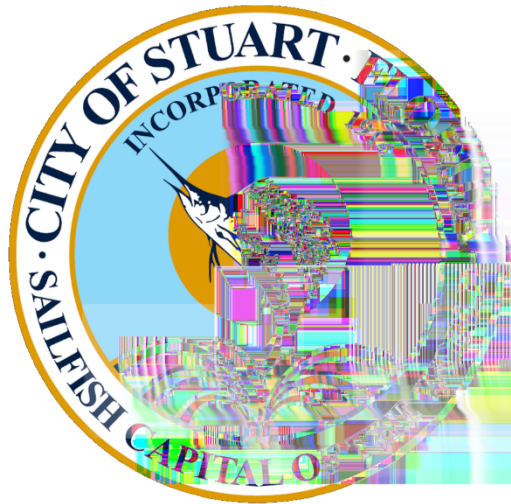
Solicitation for proposals: A solicitation by the city for the submission of proposals to provide goods to the city.

Specifications: Written description of supplies, equipment, services or construction sufficiently detailed and described to give all prospective bidders adequate information to submit an informed bid.

Terms & Conditions: Clauses in a solicitation or contract that accurately define the rights and obligations of both the bidder/contractor and the city.

Vendor: An individual, company, corporation or firm who has the desire, resources, products and/or services to do business with the City of Stuart.

Appendix C – Purchasing Card Policies & Procedures



CITY OF STUART PURCHASING CARD POLICIES AND PROCEDURES

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SECTION I – INTRODUCTION

Purpose

The purpose of the Purchasing Card (P-Card) Program is to give departments an efficient, cost-effective alternative to make purchases below \$5,000. The P-Card benefits the city, its suppliers and departments. The city saves time and money on these purchases which are less than \$5,000 by consolidating paperwork. Suppliers receive payment quickly and departments receive supplies without unnecessary delay.

As a city employee, you are being entrusted and empowered to make purchases on behalf of your department. Along with this empowerment comes responsibility. Cardholders are expected to make sound business decisions that are in the best interest of the city and to always comply with the policies and procedures set forth in the Program Guide.

Overview

The P-Card is a VISA credit card established as a more efficient method of purchasing and paying for small dollar transactions. The card is used to procure low-dollar, non-inventory, non-contract goods and services that are business-related purchases. These efficiencies will allow cardholders to be more effective and focus on the value-added aspects of their jobs. The P-Card program is consistent with and implemented as part of the city's procurement strategy. The use of P-Cards:

- Streamlines the procurement process.
- Increases user satisfaction.
- Allows the user to receive goods in a timely fashion
- Improves delivery times.

The Purchasing Card Program Guide provide guidelines under which you are to utilize your P-Card. Please read it carefully. Your signature on the Cardholder Agreement Form indicates that you understand the intent of the program and agree, and are responsible for, adherence to the guidelines established for the program. The program is not to circumvent procurement guidelines or procedures. To maintain the integrity of the program, the Program Administrator shall cancel credit cards that are not used in compliance with established guidelines. In addition, misuse of the P-Card may result in disciplinary action.

Remember that you are spending taxpayer funds each time you use the P-Card. This is a responsibility that cannot be taken lightly. You must treat this program with the same sense of responsibility and security that you would use with your own personal credit cards. Each Purchasing Card is issued to a named individual and the City of Stuart is clearly shown on the card as the Governmental buyer of goods and services.

Every effort has been made to provide guidelines to cover most common circumstances. All City Purchasing Card users are reminded to consider Federal, State and Local regulations when using the City Purchasing Card. City Departments may establish additional controls with the approval of the Financial Services Department.

Unauthorized, prohibited, or improper use of the P-Card may result in disciplinary action, up to and including termination of employment. In addition, consequences may include suspension and/or cancellation of the card and criminal prosecution, depending upon the severity and consequence of the misuse.

Who to Contact

Role	Name	Contact
Program Administrator		cityaccountspayable@ci.stuart.fl.us

Roles & Responsibilities

Program Administrator

The Financial Services Department is responsible for the administration of the P-Card Program and assigns a Program Administrator to:

- Coordinate, monitor and oversee the P-Card program, ensuring that key controls are in place and operating as designed.
- Coordinate and maintain internal controls.
- Maintain the cardholder database.
- Train new cardholders.
- Coordinate the issuance of new and replacement cards and collect canceled cards.
- Distribute the P-Card Program Guide to all cardholders and department representatives.
- Maintain files of executed Cardholder Agreements.
- Answer questions and solve problems pertaining to the program.
- Assists in resolving issues that arise regarding transactions or P-Card program requirements.
- Establish and maintain cardholder profiles.
- Receive approved monthly statements from cardholders.
- Receive consolidated statement from Purchasing Card issuer.
- Notify department when approved monthly statements are not received.
- Process accounting data into our financial software.
- Pay monthly charges from consolidated statement.
- File and store statements.
- Conduct periodic operational and compliance audits.
- Participate in resolving billing disputes.
- Participate in ongoing program reviews.
- Establish and monitor benchmarking objectives.

Department Director

- Request Purchasing Cards for designated employees.
- Set Purchasing Card spending limits within established guidelines.
- Collect cards from cardholders who end employment.
- Evaluate the need to cancel or reissue cards when employees transfer.

- Notify the Financial Services Department of terminated cards.
- Appoint a Department Purchasing Card Representative.

Department Purchasing Card Representative

- Review monthly statement with cardholder.
- Obtain supervisor approval on monthly statement authorizing transactions.
- Verify the appropriateness of cost center codes.
- Handle disputed items not resolved by cardholder.
- Ensure that an itemized receipt is attached for each transaction and is an appropriate business purchase.
- Ensure the statement is signed by the cardholder.
- Ensure that monthly statements are signed by the cardholder's immediate supervisor certifying that they have been reviewed.
- Forward statements with coded original receipts to Program Administrator.
- Purchasing Card Representatives may not serve as their own Purchasing Card Representative, nor may any Purchasing Card Representative serve as the Purchasing Card Representative for their supervisors.
- The department director must approve all charges made by the department's designated Purchasing Card Representative and the Purchasing Card Representative's supervisors.
- Any charges which have sales tax added must be credited back to the Pcard and processed again without sales tax.

Cardholder

- Read and abide by the policies and procedures found in the Purchasing Card Program Guide. By signing the Cardholder Agreement form, you understand that you are accountable for activity on the card.
- Keep your P-Card number confidential and your card in an accessible, but secure location. You are the only person authorized to use the card so the location should only be accessible to you. Lending or sharing your card or card number is prohibited. Do not leave your card in a place that is accessible to others.
- Exercise caution when giving out account information to make purchases.
- Always try to obtain the best possible value for the city when using the P-Card.
- Follow the guidelines and do not split a transaction to circumvent your spending limit. For example, do not purchase products or services greater than the \$5,000 or authorized single transaction limit and separate the payment into two or more transactions.
- Review charges at the point of sale before signing.
- Ensure that sales tax is not charged when making purchases. The City's tax exempt number is printed on the face of your P-Card. A hard copy of the certificate can be downloaded from Procurement's intranet site.
- Obtain and keep receipts and maintain detailed records for each card transaction. Receipts are critical to the success and integrity of the P-Card Program. Maintaining a log of purchases is advisable as the most efficient means of keeping track of purchases.
- Review monthly statements for accuracy.

- Attach original, itemized receipts and supporting documentation to the statement with proper expense account information noted on each receipt
- Sign the statement verifying review of charges.
- Receive and inspect all ordered goods or services, report discrepancies to merchant and Financial Services.
- For purchases made via telephone, internet or other method, cardholder must document the purchase by signature on vendor acknowledgement noting items purchased, vendor, date of purchase and amount.
- All point of sale receipts must include a description of the product purchased. All efforts must be made to secure a detailed invoice for non-Point of Sale transactions.
- Review monthly statements for validity of all transactions.
- Assure that all purchases and credits are itemized and identified.
- Review annually all subscriptions or annual renewals of services such as “cloud” products, for validity and continued charges.
- Identify and handle disputed charges.
- Review monthly charges with Purchasing Card Representative.
- Verify that funds are available in the proper account to pay for the purchase.
- There are to be no purchases made for personal items or services under any circumstances.
-

How the Card Works

The P-Card is a special VISA credit card. It works similarly to your personal credit cards, except that the charges are billed directly to the city and are paid by the Financial Services Department. Any supplier or merchant that accepts Visa can accept the P-Card. The P-Card will have the cardholder's name and “City of Stuart” printed on the front. The phrase "tax exempt" and the city's tax exemption number will also be printed on the card.

Cardholders may not split single transactions in excess of \$5,000 or their individual transaction limit. The transaction and monthly spending limits may be changed permanently or temporarily upon request from a department director or designee to the Program Administrator.

Each time you use your card, an electronic process verifies that your purchase is within these predetermined limits. If your purchase violates these limits, the supplier will not accept your order. Each cardholder and department representative will be responsible for reviewing monthly statements.

The Purchasing Card system simplifies the procurement/disbursement process. Procurement responsibility is delegated to the ordering department enabling an authorized cardholder to place an order directly with the vendor.

Each card has specific spending limits as follows:

1. Single item purchase limit as set by the Department Director or Financial Services Director.

2. Monthly spending limit (This will be equal to double the credit line to allow for timing of payments posted against the account, but not affect single-purchase limits, or other restrictions on the card).
3. Daily spending limit.
4. Approved Merchant Category Codes.

There are three standard card levels issued as follows:

1. Level 1 – a \$500 single-purchase limit and would be issued to those employees making regular small purchases; Department Directors can establish additional controls as needed.
2. Level 2 - a \$5,000 single-purchase limit and would be issued to management level positions, including but not limited to Department Directors.
3. Level 3 - Single-purchase limits above \$5,000 for those positions specifically identified; the City Manager, the Financial Services Director, the Information Services Director and those designated by the City Manager or Financial Services Director.

SECTION II - POLICIES AND PROCEDURES

Assignment and Control of the Purchasing Card

1. REQUESTS FOR AND ISSUANCE OF PURCHASING CARDS

The Purchasing Card has the employee's name, the City name, and the expiration date embossed on the face of the card. The City's Florida sales tax exemption number status is preprinted on the Purchasing Card. The Purchasing Card issuing company will not have individual Cardholder information other than the Cardholder's work address. No credit records, social security numbers, etc., of the Cardholder are maintained by the issuing company.

When the Financial Services Department receives a Purchasing Card from the issuing card company, the Cardholder will be required to personally attend and complete Purchasing Card training, take receipt of the card and sign a certification/receipt form. The Cardholder will be given a copy of the Purchasing Card Policies and Procedures guide and an oral review of the program. The Financial Services Department will activate each Card after the Cardholder has attended the training and received their card. The Cardholder will receive their card at the end of the training session and is responsible for the activation.

2. LOST OR STOLEN PURCHASING CARDS OR CARD NUMBERS

If a Purchasing Card is lost, stolen, or misplaced, or if the Cardholder thinks that the number has been used without his or her authorization, the Cardholder must immediately notify the Purchasing Card Company and the Finance Department of the loss.

24-hour Lost Card Hotline: 1-888-449-2273.

The Cardholder shall report all information necessary and complete all forms required to reduce the liability to the City for a lost or stolen card or card number, and shall work with any law enforcement agency in prosecuting theft.

3. TERMINATION OR TRANSFER OF CARDHOLDER

When an employee ends his/her employment or is transferred to another department, the department Director shall collect the Purchasing Card, destroy it (cut it in half), and submit the pieces of the card to the Financial Services Department.

If the department Director is unable to collect the Purchasing Card when an employee leaves, he/she shall immediately notify the Financial Services Department by telephone followed by a memo. The Financial Services Department will ensure that the card is canceled.

Cardholder use of Purchasing Card

1. CARDHOLDER USE ONLY

The Purchasing Card shall only be used by the employee whose name is embossed on the card. No other person is authorized to use the card. The cardholder is responsible and accountable for all transactions that occur on their card.

Upon receipt of the Purchasing Card, the cardholder should NOT sign the back of the card, but, should write in indelible ink one of the following:

SEE PHOTO ID, or SEE CITY ID, or SEE DRIVERS LICENSE

2. CITY PURCHASES ONLY

The Purchasing Card is to be used for City authorized purchases only. The Purchasing Card shall not be used for any personal use and any such use will require immediate reimbursement and may result in disciplinary action up to and including termination.

3. SPENDING LIMITS

- a. The department Director approving the assignment of a Purchasing Card will set two limits for each cardholder: single item purchase limit and 30-day limit.
- b. Requests for spending limit changes shall be initiated by email to the Program Administrator by the Department Director.
- c. A purchase may be made of multiple items, but any single item cannot exceed \$5,000 or the Cardholder's limit if less than \$5,000. Purchases over \$5,000 must be made by Purchase Order under the City Purchasing Policies and Procedures. Charges for purchases shall not be split to stay within the single purchase limit. The deliberate attempt to split orders, where the purpose is keeping the total cost of each order below bid or quote limits; separating a requirement that exceeds a single purchase limit or threshold into two or more buys with the express intent of circumventing purchasing dollar thresholds; and failure to combine orders when practical for the interest of economy, is an evasion Procurement Policy. Splitting charges will be considered abuse of the Purchasing Card program and subject cardholder to disciplinary action.

4. OTHER CONDITIONS

- a. All items purchased over-the-counter must be immediately available. No back ordering is allowed.
- b. All items purchased during one telephone transaction must be delivered in a single delivery. If an item is not immediately available, no back ordering is allowed.

- c. The billing cycle for the Purchasing Card is from the 1st day of the month to the last day of the month. All items purchased by telephone must be delivered by the vendor within the billing cycle. The order should not be placed without this assurance.

5. PROHIBITED USES OF PURCHASING CARDS

- a. The following types of items and uses shall not be permitted with a Purchasing Card, regardless of the dollar amount.
 - Cash advances;
 - Fronting of purchases to be reimbursed later or use to reserve services
 - Tobacco products;
 - Alcohol or drugs.
- b. The following types of items shall only be purchased with a Purchasing Card with the prior approval of the Department Director and the Financial Services Department, regardless of the dollar amount.
 - Professional or Contracted Services;
 - Uniform rental, Recreation or Entertainment;
 - Tuition for employees (this does not include registrations for seminars or training classes which are allowed);
 - Any additional goods or services specifically restricted by the department;
 - Travel expenses such as hotels, automobile rental, and airline tickets.
- c. **Food purchases are not authorized** using the Purchasing Card with the following exceptions. Prior approval by the Department Director and the Financial Services Department is required.
 - Food provided for elected officials and city staff at official meetings scheduled during generally accepted meal times. All food purchases for official meetings must be pre-approved by the City Manager;
 - Food for the regularly scheduled Safety Committee meetings;
 - Meals that are part of employee recognition awards;
 - Food for volunteers working on behalf of the City of Stuart;
 - Food for VIPs visiting the City of Stuart government on official business;
 - Food purchased during a declared emergency;
 - Food that has been approved in the annual budget process;
 - Food purchased while attending conferences and/or approved out-of-city training sessions. It is highly recommended that “per diem” (allowance for food while away) be applied for and received prior to the initiation of the trip; and these funds be used for food purchases. The recommendation is that the Purchasing Card not be used for food while on approved out-of-city conferences or training sessions. Should the Purchasing Card be used for these purposes, the amount charged to the card is restricted to per diem limits as mandated in the City of Stuart Employee Manual.

Procedures for Making and Paying for Purchases

1. DOCUMENTATION OF OVER-THE-COUNTER PURCHASES

- a. When an over-the-counter purchase is made, the Cardholder must obtain and sign the customer's copy of the charge slip.
- b. The original charge slip and, if applicable, the sales receipt showing the description of items purchased, vendor, date and amount of purchase will be submitted with the Monthly Statement to Financial Services, Accounts Payable, at the end of the transaction period either by the Cardholder or by the Department Purchasing Card Representative. The Department should retain copies of the charge slips for end of month reconciliation.

2. NON-FACE TO FACE TRANSACTIONS (INTERNET AND TELEPHONE ORDERS)

When placing a telephone order, the Cardholder must confirm that the vendor will charge the Purchasing Card when shipment is made so that receipt of the supplies may be certified on the monthly Statement of Account. This is also a requirement of the vendor's contract with VISA.

But with the proliferation of online purchases, no new vendor/merchant may be used for the same product as previously used, unless there is at least 25% savings over the previous provider's pricing.

3. SALES AND USE TAXES

The City is exempt from paying any State of Florida (and generally all other States) sales and/or use tax, even if the purchase is made with the Purchasing Card. The City of Stuart's tax exemption status is printed on the face of the Purchasing Card. Many times this process is made easier if the cardholder has a copy of the City's tax exempt certificate. A copy of the certificate is provided upon card issuance. The Financial Services Department will provide a copy of the certificate upon request. The Cardholder should make the vendor aware of the City's tax-exempt status prior to processing the sale. If the vendor charges sales tax, the Cardholder must contact the vendor and obtain a credit equal to the amount of the sales tax. The Cardholder will be given two billing cycles to resolve any sales tax credits; any sales tax charges remaining will be deducted from the Cardholder's next payroll wages. If any cardholder has a problem with any merchant about sales or any other tax, please contact the Financial Services Department.

4. MISSING DOCUMENTATION

If for some reason the Cardholder does not have documentation of the transaction to send with the statement to his/her Purchasing Card Representative, he/she must attach a description of the purchase along with a signed certification that the purchase was made in accordance with the City's Policies and Procedures and that the purchase was required for

City operations. Failure to promptly provide such certification may result in disciplinary actions and the employee may be required to pay the City for the undocumented expense. Continued incidents of missing documentation will result in the cancellation of the employee's Purchasing Card.

5. PAYMENT AND INVOICE PROCEDURES

- a. Accounts Payable will send account statements to all cardholders as quickly as practicable. Immediate statement reconciliation is required in order to meet the terms and conditions of the City's contractual obligations to the Purchasing Card Company. All reconciled statements shall be forwarded to the Accounts Payable Section of Financial Services within three working days after receipt.
- b. The Purchasing Card Company will mail one consolidated statement for all Cardholders to the Financial Services Department. This Statement of Account will list all transactions processed during the previous billing cycle (usually 30 days.) If no purchases were made on the Purchasing Card during the billing cycle, no Statement of Account will be generated unless adjustments for previously billed transactions have been processed during that cycle.
- c. The Cardholder must review the statement and note any errors or disputes. Expense Account numbers for each item should be written on the original invoice/receipts to be attached to the statement. The statement will then be reviewed and signed by the cardholder. By signing the statement, the cardholder is certifying that all charges are appropriate and authorized and that all charges are confirmed by attached receipts. The statement will then be reviewed and signed by the Department Purchasing Card Representative or appropriate second reviewer. Once the department representative has reviewed and signed all statements for which they are responsible, the statements are forwarded to the Accounts Payable Section of Financial Services. Invoices/receipts for all items listed on the statement should be attached.
- d. NOTE: The statement may say that no balance is due. This means that the Cardholder does not submit a payment, the payment is due from the Financial Services Department. Always submit the Cardholder statement following the procedures above.
- e. The Financial Services Department will ensure that the Purchasing Card charges are paid on time and that the consolidated statement received is reconciled against the individual cardholder statements forwarded from the department. Department Directors will be notified when individual statements are not received in the allotted time. Continued failure to meet the three workday deadlines may result in the revocation of Purchasing Cards at the discretion of the Director of Financial Services or the City Manager.
- f. If the statement is not received in the Financial Services Department within the three days, then Financial Services will pay the statement and charge any transactions to the

card's default account number. A late transaction processing charge may be added to late submittals.

6. DISPUTES

- a. If items purchased with the Purchasing Card are defective, the Cardholder must return the item(s) to the vendor for replacement or credit. If the service paid for with a Purchasing Card is faulty, the vendor must be notified and asked to correct the situation or provide a credit. If the vendor refuses to replace or correct the faulty item or service, the purchase will be considered in dispute. If the quantity of items received is less than the invoice and charge billing, then the transaction must be disputed.
- b. A disputed item must be explained with a note on the Cardholder's Statement of Account before the statement is forwarded to the Accounts Payable section for payment.
- c. It is essential that the time frames and documentation requirements established by the Purchasing Card issuer be followed to protect the cardholder's rights in dispute.

7. DISPUTE PROCEDURES

- a. A dispute occurs when a Cardholder questions a transaction that has been charged to his/her account and the cardholder is unable to resolve the discrepancy with the vendor. Only after this positive action by the cardholder does a transaction become a dispute. The following steps must be taken to ensure prompt settlement:
- b. The Cardholder contacts Bank of America by telephone at 1-888-449-2273 concerning the transaction and supplies the necessary information to begin the resolution process. Bank of America will send a Dispute Form to the cardholder either by facsimile transmission or by U.S. Mail.
- c. The Cardholder follows the procedures as established by Bank of America.

8. REVIEW OF PURCHASES BY DEPARTMENT

- a. Because of their knowledge of the job responsibilities and requirements, Department Purchasing Card Representatives are required to review each Purchasing Card expenditure (item purchased, amount, and vendor) to ensure the goods or services were necessary, and for official use. The Department's Purchasing Card Representative must certify in writing all of the purchases on statements submitted to the Financial Services Department by the card representative.
- b. When purchases are questioned, the Department Director or the designated Department Purchasing Card Representative will be responsible for resolving the issue with the Cardholder. If the Department Director is not satisfied that the purchase was necessary

and for official use, the Cardholder must provide either a credit voucher proving the item(s) were returned for credit; or a personal check [or cash] made payable to City of Stuart for the full amount of the purchase plus applicable sales tax. Checks must be sent to the Financial Services Department within one week with a written explanation of why the violation occurred and the action taken to prevent reoccurrence.

- c. The designated Department Purchasing Card Representative shall not review or approve charges to his/her own Purchasing Card nor those of the Purchasing Card Representative's supervisor. The department Director must approve all charges made by a designated Purchasing Card Representative and his/her supervisor.

Controls and Audits

P-Card transactions are monitored and audited. The P-Card program uses internal management controls, as well as features and reports from the bank's automated system to manage and audit the process to ensure that procedures are followed. Your use of the P-Card is subject to a continuing audit process. Any violation of policy and/or procedures governing the use of the P-Card shall be justification for the suspension or revocation of the employee's privilege to use the P-Card and can result in disciplinary action.

Methods utilized to control card usage are:

- Maximum dollar amount on a single transaction
- Total spend per month
- Maximum number of transactions per day
- Type of purchase

Cardholders will be periodically audited for compliance with P-Card policies and procedures. The following non-compliant situations may result in cancellation of a P-Card:

- Inadequate documentation to support purchases.
- Inappropriate purchases.
- Monthly statements that have not been reconciled and signed by the cardholder.
- Sharing cards with other employees.
- Violations of P-Card policies.

Cardholders may be subject to disciplinary action, including termination, for the following non-compliant situations:

- Personal use of the card.
- Not reporting a lost or stolen card.
- Other excessive violations of P-Card policies.

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

Meeting Date: 2/26/2024

Prepared by: Michelle Vicat

Title of Item:

DISCUSSION AND DELIBERATION OF AN UNSOLICITED PROPOSAL FROM GREEN MILLS GROUP

Summary Explanation/Background Information on Agenda Request:

The City of Stuart received an unsolicited proposal from Green Mills Group to create a private, public partnership (PPP) in compliance with Goal Statement 3A in Element 3 of the City of Stuart Comprehensive Plan, which was adopted to ensure the provision of adequate residential sites and housing opportunities for affordable and attainable, structurally sound housing in a sufficient quantity to accommodate the housing market demands and affordability needs of current and future residents of Stuart. Please see the attached Green Mills Group 2024 unsolicited offer. The Commission will not be voting on this project during this agenda item. Rather, it is scheduled as a discussion and deliberation because the offer must be presented to the City Commission. If the Commission provides direction to place the item on the agenda for a presentation and vote, then it will be scheduled for a future agenda as a resolution.

Funding Source:

N/A

Recommended Action:

Discuss and deliberate

ATTACHMENTS:

1. Green Mills Group - Corp. Profile
2. MLK Blvd. City Garage Property - Redevelopment Proposal



GREEN MILLS GROUP



CORPORATE
PROFILE
2023

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ABOUT GREEN MILLS GROUP

Green Mills Group, LLC (and affiliated entities, referred to as “Green Mills”) is a real estate developer and owner based in Fort Lauderdale, Florida. The company’s expertise is sustainable, multifamily development with an emphasis on affordable, workforce, and permanent supportive housing. The company and its principals have managed the development and financing of 70+ residential communities representing more than 7,000 apartments and \$1 billion in total development costs. To achieve broad, community-driven outcomes, the firm often partners with local governments, for-profit companies, and not-for-profit organizations.

Green Mills maximizes both business and mission-driven returns through diligent financial and market analyses, carefully researching available public and private financing sources while responding to civic objectives. Staff has extensive experience working with various public and private funding sources, including but not limited to Low Income Housing Tax Credits (“LIHTCs”), Historic Tax Credits (“HTCs”), HUD operating subsidies, taxable and tax-exempt municipal bonds, renewable energy subsidies, CDBG, HOME, SURTAX, Housing Authority Capital Funds, and conventional real estate debt and equity.

Since the company’s inception, Green Mills has one of the Florida’s highest competitive Low-Income Housing Tax Credit application success rates. Once approved for financing, Green Mills has never failed to close a transaction. Moreover, each completed Green Mills property was built on time and on budget, and every community receives stringent ‘green’ energy efficiency certifications.



KEY PERSONNEL

OSCAR SOL, FOUNDER & PRINCIPAL

As a managing principal, Oscar guides the firm's growth with an emphasis on acquisition, development and construction operations. He has helped grow Green Mills into one of Florida's preeminent attainable housing developers with a reputation for quality and integrity.

His resume includes the successful completion of more than twelve housing communities with approximately 1,500 apartment homes, valued at more than 1 billion dollars. He has forged award-winning and transformative public-private partnerships, mixed-use, mixed-income, transit-oriented developments, senior housing, garden apartments, and public housing redevelopments.

In 2022 he was elected to serve as a board member of the Coalition of Attainable Housing Providers of Florida, Inc (CAHP), a strategic alliance of developers and professional service providers. He frequently services as a panelist for the Florida Housing Coalition training seminars and annual conference. He has previously served on the Affordable Housing Advisory Board of Santa Rosa County.

MITCHELL ROSENSTEIN, FOUNDER & PRINCIPAL

Prior to founding Green Mills, Mitch managed the corporate and development finance activities for one of the country's largest affordable and multifamily housing developers, where he was responsible for the negotiation and closing of more than 40 transactions with value exceeding \$1 billion. Mitch successfully closed financing using a wide array of sources, including those both privately sourced and publicly subsidized.

Mitch was previously appointed to the Board of Directors of Neighborhood Lending Partners, a consortium bank focused on workforce housing and in-fill commercial development. He was awarded a fellowship to the New Leaders Council of Broward County. Mitch was also appointed to the Affordable Housing Advisory Committees for both Broward County and City of Fort Lauderdale.

Mitch is actively involved with various nonprofits and trade groups, including Big Brothers Big Sisters of Greater Miami, New Leaders Council, and Ghost Light Society of the Broward Center. Each year he teaches an affordable housing finance "crash course" to University of Miami graduate students.

Mitch graduated with high honors from the University of Florida, earning a Bachelor of Science degree in Finance and a Minors Degree in Economics. Mitch lives in Delray Beach, Florida with his wife, sons, and Old English Sheepdogs.

DIANA MANSUR, ASSISTANT VICE PRESIDENT - OPERATIONS

Diana joined Green Mills Group in 2016 to provide development, application, accounting, and administrative support. Diana oversees corporate strategic initiatives, assists with financial analyses, and manages general legal/development correspondence. Diana works closely with principals to design and implement quality control measures which help ensure Green Mills' properties are built on time and on budget.

Diana graduated from Nova Southeastern University with a Bachelor's degree in Sports Science. She lives in Fort Lauderdale, Florida.

ANDRES DEFELICE, DEVELOPMENT ASSOCIATE

Andres joined Green Mills Group in mid-2022, soon after receiving his Master's of Science in International Real Estate from Florida International University (FIU). As a Development Associate, he is involved in all phases of the development cycle including but not limited to site acquisition, due diligence, funding procurement, construction management, and stabilization of the asset.

Before stepping into the development realm, Andres built a robust foundation in the real estate sector over five years as a Realtor Associate, focusing on both residential and commercial property acquisitions, sales, leasing, and management. Simultaneously, he earned his Bachelor's degree in Business Administration with a focus on Real Estate from FIU, melding academic insights with hands-on experience.

LAURA ARMAS, OPERATIONS COORDINATOR

Laura joined Green Mills Group in 2023 to oversee and coordinate administrative and office operations, assist principals and development staff, manage logistics, and ensure that everything runs smoothly and efficiently on a day-to-day basis.

Laura is also a student at Florida International University, and she will graduate with a Bachelor of Business Administration in Finance in the Summer of 2024.

ISIDORO BERAJA, ACQUISITIONS ANALYST

Isi joined Green Mills Group in 2021 as an intern, while completing his undergraduate studies at University of Miami. After his graduation, Isi will join Green Mills Group full-time as an Acquisition Analyst, where he'll be responsible for analyzing and underwriting development opportunities throughout the State.

MATT MALCOM, CPA

Matt provides accounting, audit and compliance support to Green Mills Group. Matt is a licensed Certified Public Accountant with over 15 years of experience working with various types of tax credit-financed transactions. Matt's clients include real estate developers (affordable, market rate and commercial), non-profits, state and local governments, and financial institutions.

In December 2010, Matt formed Malcom Accounting Services, LLC to provide accounting and consulting services to clients. With 15 years of public accounting experience working on publicly financed transactions, Matt handles GAAP accounting and reporting function and assists with structuring and controlling functions when needed.

PRISCILLA HOWARD, TECHNICAL & APPLICATION SUPPORT

Mrs. Howard serves as a local liaison for GM and she provides strategic insights into funding applications and peer review services. She is the President of The Community Solutions Group

Mrs. Howard has over 34 years of housing experience. Starting with the Department of Community Affairs where she administered the Enterprise Zone and Community Contribution Tax Credit programs. Then served as Chief Development Officer Florida Housing Finance Corporation where she managed the SAIL, SHIP, Housing Credit, Single-family and Multifamily Bond, Predevelopment Loan, and HOME.

Mrs. Howard continues to help the State of Florida develop its housing policies. She served as a commissioner on the Governor's Affordable Housing Study Commission; a member of the Federal Home Loan Bank of Atlanta Affordable Housing Advisory Council (twice as chair); a Tallahassee-Leon County Planning Commissioner; and advises local HFAs and other governmental entities on local housing policies.

GENE STRICKLAND, SITE PROCUREMENT & GOVERNMENT RELATIONS

Mr. Strickland is a Florida native who graduated from Florida State University BA and University of Pennsylvania MGA. He retired as City Manager after 34 years of service with the City of Lakeland, Florida. Gene was named "Man of the Year" by the Florida Municipal Electric Association and is a Life Member of the Florida City and County Management Association. He served nine years in the Army Reserves.

After retirement from City service, he has been involved in affordable housing developments in Central Florida. His work centers around real estate brokerage services concerning site acquisitions, site entitlements, and communications with local government officials. He is a member of the First United Methodist Church.



FINANCIAL CAPACITY & EXPERIENCE

Green Mills Group has significant experience layering various public and private financing sources and applying them towards community development. Our collective experience includes closing over \$1 billion in public and private financing, utilizing the following programs:

- o Conventional, Institutional, and Private Equity
- o 4% and 9% LIHTC Equity
- o Private, Bank, and Institutional Debt
- o Tax-exempt Multifamily Revenue Bonds
- o Public Housing Capital Sources
- o HUD Mixed-Financing
- o 80/20 Mixed-Income Structures
- o Public Housing RAD Conversion
- o CDBG, HOME, SHIP, SURTAX, and SAIL mortgages
- o State Renewable Energy Subsidies
- o Federal Renewable Energy Tax Credits
- o HUD-VASH Vouchers
- o Tax Increment Financing (TIF)
- o Project Based Rental Assistance (PBRA)
- o Federal Home Loan Bank Mortgages

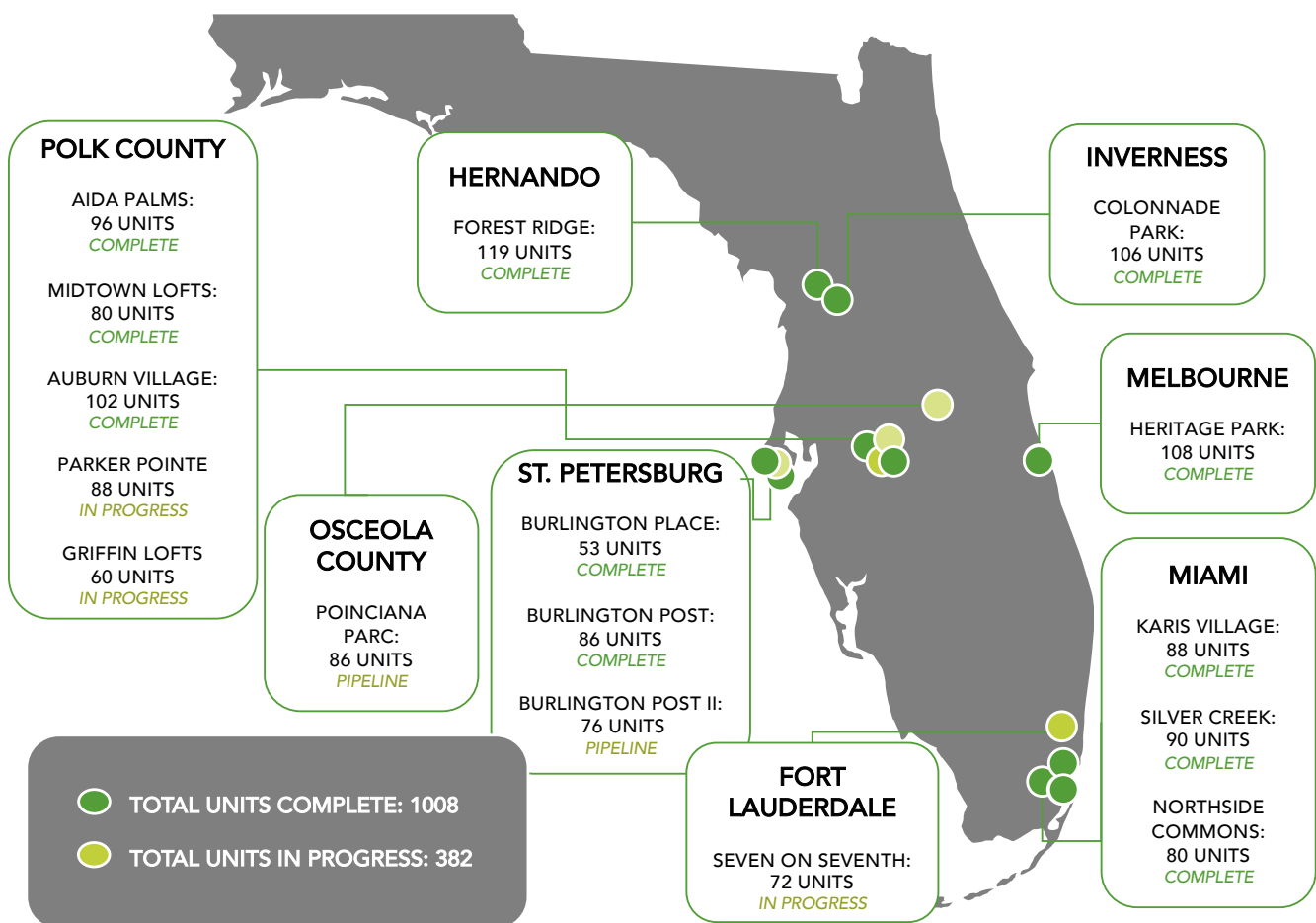
The company has an extensive network of banking/investor relationships and benefits from the principals' stellar track record, having never defaulted on a loan obligation. Moreover, Green Mills Group has never failed to close on financing and build a funded development. Multiple bank references demonstrate financial capacity and track record.



GREEN MILLS GROUP COMMUNITIES

Green Mills Group's principals have completed more than 70 affordable and workforce housing communities throughout Florida. Green Mills Group, as developer, is proud to have completed eleven (11) innovative, sustainable communities throughout Florida and has an additional five communities in various stages of development and construction.

In each case, Green Mills crafted intricate public/private partnerships, collaborated with local governments, and worked closely with community stakeholders including non-profit organizations.



GREEN MILLS GROUP COMMUNITIES

FOREST RIDGE

Location: Beverly Hills, FL

Project Details: 119 Multi-family Apartments

Construction Start / Completion: 2014/2015

Green Mills Group: Developer / Owner / Asset Manager



Forest Ridge is a \$17MM new construction, 55+ community with 119 residences, a clubhouse, and amenities. Forest Ridge received a competitive 9% annual tax credit allocation of \$1.51MM from the Florida Housing Finance Corporation (FHFC) in December 2013. It was also awarded a \$500,000 AHP grant from Federal Home Loan Bank of Atlanta.

US Bank provided tax credit equity and senior debt. Citrus County awarded Forest Ridge with a subordinate SHIP loan.

Construction commenced December 2014, concurrent with tax credit equity and debt financial closings. Final Certificates of Occupancy were received in Q4 2015. The property received green certifications for its energy efficient and sustainable features, including low-flow fixtures, solar array, SEER rated appliances, etc. After three months, Forest Ridge was 100% leased, far exceeding third-party market study expectations, and currently maintains a waiting list.



AIDA PALMS

Location: Lakeland, FL

Project Details: 96 Multi-family Apartments

Construction Start / Completion: 2016/2017

Green Mills Group: Developer / Owner / Asset Manager



Aida Palms is a mixed-income, affordable, in-fill \$17MM new construction community with 96 residences, on-site management, community amenities, and energy efficient design. Green Mills was recommended by Florida Housing Finance Corporation for an allocation of competitive 9% tax credits in early 2015.



Raymond James provided tax credit equity and Florida Community Loan Fund provided long-term senior debt.

The community features a fitness area, pool, community room, business center/library and game room. Its central location in Lakeland provides residents with quick and easy access to local amenities such as groceries, schools, bus stations, and medical facilities. Aida Palms is fully leased and maintains a wait list.



BURLINGTON PLACE

Location: St. Petersburg, FL

Project Details: 53 Multi-family
Apartments

Construction Start / Completion:
2016/2017

Green Mills Group: Developer / Owner /
Asset Manager



Burlington Place is a 53 unit mid-rise community located within St. Petersburg's Historic Kenwood neighborhood. The new construction development is within close proximity to neighborhood amenities and public transportation. Burlington Place was selected for a \$1,105,000 annual allocation of competitive 9% tax credits in early 2015 by Florida Housing Finance Corporation. Raymond James provided tax credit equity, Neighborhood Lending Partners provided senior debt, and the City of Lakeland provided subordinate debt.

Burlington Place contains many on-site amenities such as a fitness center, club/game room, and business center. Burlington Place has on-site management and a resident activities coordinator. The community is fully leased and maintains a waiting list.



KARIS VILLAGE

Location: Miami, FL

Project Details: 88 Multi-family Apartments

Construction Start / Completion: 2016/2018

Green Mills Group: Co-developer / Asset Manager



Karis Village is a supportive housing community with 88 units, half of which are set aside for formerly homeless veterans.

Karis Village was recommended by Florida Housing staff for an annual tax credit allocation of \$2,180,000 plus \$4,300,000 of SAIL subsidy. The development competed with others for the set-aside subsidy and was selected based on both subjective and objective metrics.

Green Mills Group co-developed the community with Carrfour Supportive Housing, Inc., one of Florida's largest and most successful nonprofit affordable developers and service providers. Hudson Housing provided tax credit equity, Capital One provided a construction loan, and Florida Housing Finance Corporation financed the long-term SAIL loan.

Karis Village has a dedicated supportive services team and includes robust amenities. Karis Village was completed in 2018 and maintains full occupancy.



BURLINGTON POST

Location: St. Petersburg, FL

Project Details: 86 Multi-family Apartments

Construction Start / Completion: 2017/2018

Green Mills Group: Developer / Owner / Asset Manager



Burlington Post is an 86 unit mixed-use, mixed-income urban infill community with on-site management and community amenities including a clubhouse, community garden, and fitness center.

Burlington Post was financed with competitive 9% tax credit equity via Raymond James, conventional debt from Neighborhood Lending Partners, and other gap subsidies including SHIP funds from the City of St. Petersburg.

Located in the artistic Kenwood neighborhood, Burlington Post completed construction in 2018 and is marketed to seniors. The community maintains full occupancy and a waiting list.



SILVER CREEK

Location: Miami, FL

Project Details: 90 Multi-family Apartments (Mixed-income)

Construction Start / Completion:
2018/2020

Green Mills Group: Developer /
Owner / Asset Manager



Silver Creek is a mixed-use urban in-fill \$26MM new construction mid-rise with 90 residences, on-site management, and various community amenities. Construction commenced in 2019 and completed in 2020.

Silver Creek is financed with 9% Low Income Housing Tax Credit (LIHTC) equity via Raymond James, conventional debt from Florida Community Loan Fund, and other gap subsidies including Miami-Dade County Surtax funds.

Silver Creek is a mixed-income family community – with low-income, workforce, and market rate residences – and includes third-party retail on the ground-floor leased to a local nonprofit focused on small business incubation. Silver Creek is fully occupied and maintains a waiting list.



MIDTOWN LOFTS

Location: Lakeland, FL

Project Details: 80 Multi-family Apartments (Mixed-income)

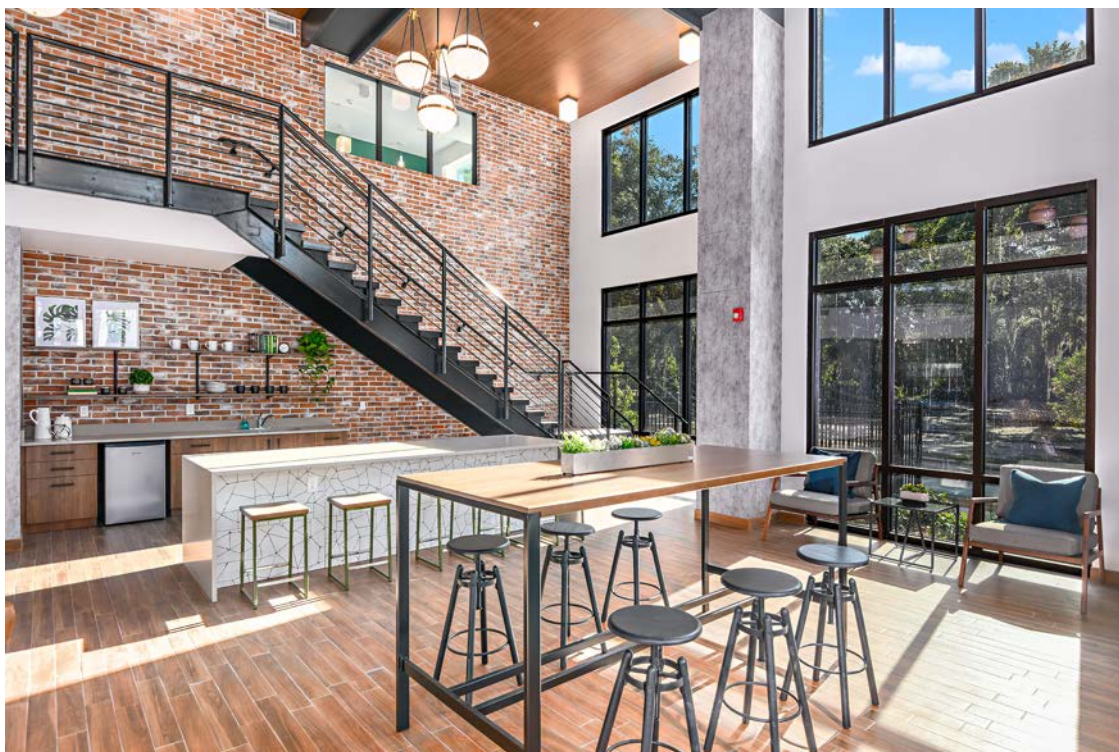
Construction Start / Completion: 2019/2021



Green Mills Group: Developer / Owner / Asset Manager

Midtown Lofts, a newly completed mixed-income development in Lakeland, Florida, provides 80 mixed-income residences serving families in Polk County. Midtown Lofts was recommended by FHFC to receive 9% tax credits in 2018 under a highly competitive 'Community Revitalization' RFA. Moreover, we worked closely with the City of Lakeland to acquire City-owned land.

Tax credit equity was provided by Raymond James and debt was provided by the City of Lakeland CRA, Fifth Third Bank, and Florida Community Loan Fund. Financial closing and construction commencement occurred in Q4 2019 and construction completed in early 2021. Midtown Lofts includes both affordable and market-rate residences, and currently maintains full occupancy with a waiting list.



NORTHSIDE COMMONS

Location: Miami, FL

Project Details: 80 Multi-family Apartments

Construction Start / Completion: 2019/2021

Green Mills Group: Co-developer



Northside Commons, located in Miami, is a new affordable community currently under construction. The development will provide 80 fully-amenitized residences serving families with disabling conditions. The community will be owned and managed by Carrfour Supportive Housing, Inc.; Green Mills Group was co-developer who led financing, underwriting, debt/equity raise, and construction negotiations.

Northside Commons was recommended for funding by Florida Housing Finance Corporation to receive a competitive 9% tax credit allocation and SAIL debt in Spring of 2018. Financial closing and construction occurred in Q4 2019; the development was completed in 2021 and maintains a waitlist for tenancy.



AUBURN VILLAGE

Location: Auburndale, FL

Project Details: 102 Multi-family Apartments

Construction Start / Completion: 2020/2022

Green Mills Group: Developer / Owner /
Asset Manager



Auburn Village, a Green Mills Group community in Auburndale, provides 102 affordable residences to Polk County residents. The mid-rise development is “green” certified and contains many on-site amenities, including professional management, a fitness center, pool, library, etc.



Auburn Village was awarded a competitive 9% tax credit allocation from Florida Housing Finance Corporation in March 2019. Green Mills closed on financing and broke ground in late 2020 and construction was completed in 2022. The property remains full and maintains a long waitlist for tenancy.



SEVEN ON SEVENTH

Location: Fort Lauderdale, FL

Project Details: 72 Multi-family Apartments

Construction Start / Completion: 2021/2023

Green Mills Group: Co-developer / Co-owner / Asset Manager



Seven on Seventh will be a supportive housing community in Fort Lauderdale, Florida with 72 apartments, abundant amenities, resources, and services. Seven on Seventh will be an extension of the existing, award-winning Broward County Central Homeless Assistance Center (CHAC) which is operated by Broward Partnership for the Homeless, Inc. (BPHI).

Green Mills Group is Seven on Seventh's lead developer, managing General Partner, and asset manager. Broward Partnership for the Homeless is Green Mills' co-developer, partner, service provider, and land lessor. The community's tenants will benefit from comprehensive services provided within BPHI's state-of-the-art campus setting, personalized case management, and access to community-based services.

Seven on Seventh was recommended for funding by Florida Housing Finance Corporation to receive a competitive 9% tax credit allocation and SAIL debt in the Spring of 2019. Financing closed and construction began in Q3 2021; the development will be completed in early 2023.



HERITAGE PARK

Location: Melbourne, FL

Project Details:

108 Multi-family Apartments
(Mixed-income)

Construction Start /

Completion:

2019/2021



Heritage Park is a new construction mixed-income affordable development and will provide 108 residences to the Melbourne community. About 35% of its homes will be reserved for homeless and formerly homeless families and individuals.

Green Mills serves as a co-developer for Heritage Park; Carrfour Supportive housing is the lead developer, owner, and service provider. Heritage was recommended for funding by Florida Housing Finance Corporation to receive a competitive 9% tax credit allocation in the Spring of 2018. Financial closing and construction commencement occurred in Q4 2019; the building was completed in 2021 and maintains a waitlist.

COLONNADE PARK

Location: Inverness, FL

Project Details: 106 Multi-family Apartments

Construction Start /

Completion: 2019/2021

Green Mills Group: Developer /
Owner / Asset Manager



Colonnade Park is a new construction affordable community with 106 residences, on-site management, community amenities, and energy efficient design. Green Mills was recommended by Florida Housing Finance Corporation for an allocation of competitive 9% tax credits in 2018. Tax credit equity and senior debt was provided by US Bank, and Citrus

County provided subordinate debt. Construction was completed in 2021 and the community maintains full occupancy with a waiting list.

REFERENCES

JAMES WALKER

Florida Community Loan Fund
2040 N. Dixie Highway
Fort Lauderdale, FL 33305
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jwalker@fclf.org

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REFERENCE LETTERS



March 1, 2022

To Whom It May Concern,

To date, Raymond James Tax Credit Funds, Inc. (RJTCF) has invested in seven affordable communities totaling 565 units and over \$100MM in housing credit equity as Green Mills Group's equity partner. We are proud to have worked with Green Mills Group on multiple transactions throughout the state of Florida.

Our experience with the principals of Green Mills Group has been nothing less than very positive. They are capable developers with the resources and ability to develop, build, and manage affordable housing transactions successfully.

In order for Raymond James Tax Credit Funds, Inc. to continue to raise equity and provide attractive investments for our institutional investor partners, our main objective is to identify experienced developers who provide quality properties and exhibit excellence in execution. Green Mills Group meets these criteria. We look forward to partnering with them on future transactions.

For more than 25 years Raymond James Tax Credit Funds and our affiliates have been involved with the development of affordable housing. We have provided equity for more than 2,300 properties nationwide.

If you would like any additional information, please feel free to call me at any point.

Sincerely,

A handwritten signature in black ink, appearing to be 'SJ' with a stylized flourish.

Sean Jones
VP - Director of Acquisitions

Raymond James Affordable Housing Investments
A Subsidiary of Raymond James Financial
880 Carillon Parkway • St. Petersburg, FL 33716
800-438-8088 Toll Free • 727-567-8455 Fax
Visit our Web Site at www.raymondjames/ahi.com

REFERENCE LETTERS (CONT.)



EXPERTISE AND CAPITAL TO HELP YOUR PROJECT SUCCEED.



March 3, 2022

To Whom It May Concern:

I am writing on behalf of the Florida Community Loan Fund in support of the work of the Green Mills Group. My organization has worked with them for over ten years on multiple transactions where this group acted as a Borrower or Consultant. We have had only positive and constructive interactions with the organization and its principals and staff. We have been impressed as well with their professionalism and approach to business dealings with us and other parties in development projects. They have shown exceptional competence and professionalism in their approach and we recommend them without reservation. Currently, the organization has loans with us on three separate LIHTC properties in South and Central Florida. All loans have performed as agreed.

By way of introduction, the Florida Community Loan Fund is a federally certified Community Development Financial Institution with a 25 year history as a non-profit lending organization whose mission is to provide financial products to support housing and economic development projects that benefit low and moderate income individuals and families. We lend directly to both non-profit and for-profit entities where our capital can have the greatest impact. We also have been awarded over \$350 million in New Markets Tax Credits and have closed 24 projects using this financing vehicle for projects throughout the state.

Please feel free to contact us if you have any questions. Thank you.

Sincerely,

James Walker

James R. Walker
Community Development Loan Officer

Main Office: 800 N. Magnolia Ave. Suite 106 ■ Orlando, FL 32803
407.246.0846 ■ F: 407.246.0856 ■ www.fclf.org
Orlando ■ Jacksonville ■ Sarasota ■ Tampa ■ Fort Lauderdale

REFERENCE LETTERS (CONT.)



March 1, 2022

Mitch Rosenstein, Principal
Green Mills Group
3323 W. Commercial Boulevard, Ste. E220
Ft. Lauderdale, FL 33309

Re: Letter of Support

Dear Mr. Rosenstein:

We wanted to provide this letter in support of the work you do to bring rental housing developments to families in need of an affordable home.

We remain your partner and supporter because of your financial strength, experience the quality of your product and resulting upper tier rating at Chase; which are vitally important to any lender.

It has been a pleasure for Chase to work with your firm during the past six years in partnership with financing projects that play a significant role in the development of innovative, quality and affordable housing communities; including the recent successful closing and ongoing development of Parker Pointe. We also appreciate the fact that all of your projects are insured with companies that met the Bank's stringent criteria, including coverage during construction with 100% Payment and Performance Bonding from an "A" Rated surety or better.

We look forward to working with your firm in the future on the continued development of affordable housing throughout the State of Florida.

Very Truly Yours,

JPMorgan Chase Bank, NA

A blue ink handwritten signature, appearing to read "Tammy H. Moore", written over a horizontal line.

Tammy Haylock-Moore, Authorized Officer

JPMorgan Chase Bank, N.A. • 100 N Tampa Street, Suite 3300, Tampa, FL 33602
Telephone: 813.483.8297; tammy.haylock-moore@chase.com

EXPERIENCE CHART

Development	Units	Funding Sources	Capital Raised	Completion Date	Principal	Role
1 Poinciana Parc	86	Est. Conventional Mortgage (Construction)	\$ 13,000,000.00	Est. 2025	Mitchell Rosenstein	Principal
		Est. Conventional Mortgage (Perm)	\$ 2,750,000.00		Oscar Sol	Principal
		9% LIHTC	\$ 18,766,123.00			
2 Burlington Post II	76	Est. Pinellas County MFRB	\$ 18,500,000.00	Est. 2025	Mitchell Rosenstein	Principal
		Est. NHTF	\$ 1,119,000.00		Oscar Sol	Principal
		FHFC SAIL/ELI Loan	\$ 3,136,000.00			
		4% LIHTC	\$ 11,877,852.00			
3 Griffin Lofts Lakeland, FL	60	Est. Conventional Mortgage (Construction)	\$ 9,800,000.00	Est. 2024	Mitchell Rosenstein	Consultant
		FHFC SAIL/ELI Loan	\$ 4,340,300.00		Oscar Sol	Consultant
		NHTF	\$ 504,000.00			
4 Parker Pointe Lakeland, FL	88	FHFC MFRB	\$ 11,500,000	2023	Mitchell Rosenstein	Principal
		CDBG-DR	\$ 7,990,000		Oscar Sol	Principal
		4% LIHTC (Raymond James)	\$ 20,675,000			
5 Seven on Seventh Fort Lauderdale, FL	72	Conventional Mortgage (Construction)	\$ 7,780,000	2022	Mitchell Rosenstein	Principal
		FHFC SAIL/ELI Loan	\$ 5,410,800		Oscar Sol	Principal
		9% LIHTC (Raymond James)	\$ 20,675,932			
6 Auburn Village Polk County, FL	102	Conventional Mortgage (Construction)	\$ 7,650,000	2022	Mitchell Rosenstein	Principal
		Conventional Mortgage (Perm)	\$ 2,600,000		Oscar Sol	Principal
		9% LIHTC (Fallbrook)	\$ 16,054,696			
7 Midtown Lofts Lakeland, FL	80	Conventional Mortgage (Construction)	\$ 9,200,000	2021	Mitchell Rosenstein	Principal
		Conventional Mortgage (Perm)	\$ 1,250,000		Oscar Sol	Principal
		9% LIHTC (Raymond James)	\$ 14,343,566			
8 Colonnade Park Inverness, FL	106	Conventional Mortgage (Construction)	\$ 11,140,000	2020	Mitchell Rosenstein	Principal
		Conventional Mortgage (Perm)	\$ 2,500,000		Oscar Sol	Principal
		9% LIHTC (US Bank)	\$ 14,302,045			
9 Northside Commons Miami, FL	80	Conventional Mortgage (Construction)	\$ 16,000,000	2021	Mitchell Rosenstein	Principal
		FHFC SAIL/ELI Loan	\$ 4,000,000		Oscar Sol	Principal
		9% LIHTC (Hudson)	\$ 23,661,634			
10 Heritage Park Melbourne, FL	108	Conventional Mortgage (Construction)	\$ 10,500,000	2020	Mitchell Rosenstein	Consultant
		FHFC SAIL/ELI Loan	\$ 4,468,900		Oscar Sol	Consultant
		9% LIHTC (partner TBD)	\$ 14,000,000			
11 Silver Creek Miami, FL	90	Construction Loan (TD Bank)	\$ 17,000,000	2020	Mitchell Rosenstein	Principal
		Permanent Mortgage (FCLF)	\$ 3,000,000		Oscar Sol	Principal
		Miami-Dade County Surtax Loan	\$ 2,225,000			
		9% LIHTC (Raymond James synd. to TD Bank)	\$ 20,087,991			
12 Burlington Post St. Petersburg, FL	86	Construction Loan (Raymond James Bank)	\$ 13,000,000	2018	Mitchell Rosenstein	Principal
		Permanent Mortgage (Raymond James Bank)	\$ 250,000		Oscar Sol	Principal
		City of St. Petersburg SHIP	\$ 90,000			
		9% LIHTC (Raymond James)	\$ 18,341,166			
13 Karis Village Miami, FL	88	Construction Loan (Capital One)	\$ 8,500,000	2017	Mitchell Rosenstein	Principal
		FHFC SAIL Loan	\$ 4,300,000		Oscar Sol	Principal
		9% LIHTC (Hudson Housing synd. to Capital One)	\$ 24,195,000			
14 Aida Palms Lakeland, FL	96	Construction Loan (JP Chase)	\$ 5,000,000	2017	Mitchell Rosenstein	Principal
		Permanent Mortgage (FCLF)	\$ 700,000		Oscar Sol	Principal
		9% LIHTC (Raymond James synd. to multiple banks)	\$ 15,100,000			
15 Burlington Place St. Petersburg, FL	53	Construction Loan (TD Bank)	\$ 4,000,000	2017	Mitchell Rosenstein	Principal
		Permanent Mortgage (NLP)	\$ 475,000		Oscar Sol	Principal
		City of St. Petersburg SHIP	\$ 90,000			
		9% LIHTC (Raymond James synd. to TD Bank)	\$ 11,656,584			
16 Forest Ridge Beverly Hills, FL	119	Construction Mortgage (US Bank)	\$ 12,100,000	2015	Mitchell Rosenstein	Principal
		Perm. USDA 538 Loan (Churchill Stateside)	\$ 1,750,000		Oscar Sol	Principal
		FHLB AHP Grant	\$ 500,000			
		Citrus County SHIP	\$ 200,000			
		9% LIHTC (US Bank synd. to Suntrust)	\$ 14,800,000			
17 Louis E. Brown St. Croix, USVI	102	HUD Replacement Factor Grant	\$ 5,238,782	2011	Mitchell Rosenstein	VP of Finance
		Public Housing Development Grant	\$ 5,814,872		Oscar Sol	SVP of Development
		HUD Capital Fund Grant	\$ 3,094,110			
		9% LIHTC	\$ 20,097,990			
18 Elinger Apartments Davie, FL	155	Conventional Mortgage	\$ 6,525,000	2012	Mitchell Rosenstein	VP of Finance
		County HOME Loan	\$ 285,000			
		Town of Davie SHIP Loan	\$ 110,000			
		TCEP Loan	\$ 5,000,000			
		FHFC ELI TCEP Loan	\$ 1,275,000			
		9% LIHTC	\$ 19,700,830			
19 Dr. Kennedy Homes Fort Lauderdale, FL	132	Conventional Mortgage	\$ 5,760,000	2012	Mitchell Rosenstein	VP of Finance
		TCEP Loan	\$ 5,000,000			
		FHFC ELI TCEP Loan	\$ 1,190,000			
		County HOME Loan	\$ 285,000			
		9% LIHTC	\$ 16,773,938			
20 Wahneta Palms Wahneta, FL	64	TCEP Loan	\$ 3,200,000	2011	Mitchell Rosenstein	VP of Finance
		9% LIHTC	\$ 7,188,481		Oscar Sol	SVP of Development
21 Palafox Landing Pensacola, FL	96	Construction Loan	\$ 1,249,853	2011	Mitchell Rosenstein	VP of Finance
		County HOME Loan	\$ 640,000		Oscar Sol	SVP of Development
		Escambia HHRP Loan	\$ 1,000,000			
		ARRA TCAP Loan	\$ 2,880,000			
		TCEP Loan	\$ 8,455,940			
22 Northwest Gardens I Fort Lauderdale, FL	143	Conventional Mortgage	\$ 3,700,000	2011	Mitchell Rosenstein	VP of Finance
		Broward AHP Loan	\$ 500,000			
		TCEP Loan	\$ 18,232,500			
23 Northwest Gardens III Fort Lauderdale, FL	150	Conventional Mortgage	\$ 8,775,000	2012	Mitchell Rosenstein	VP of Finance
		County HOME Loan	\$ 285,000			
		TCEP Loan	\$ 5,000,000			
		FHFC ELI TCEP Loan	\$ 1,275,000			
		9% LIHTC	\$ 16,963,304			
24 The Beacon Miami, FL	90	Conventional Mortgage (Citi)	\$ 2,384,493		Mitchell Rosenstein	VP of Finance
		County SURTAX Loan	\$ 2,249,910		Oscar Sol	SVP of Development
		TCEP Loan	\$ 20,655,000			
25 Everett Stewart Sr. Village Miami, FL	96	Conventional Mortgage (Citi)	\$ 1,380,000	2011	Mitchell Rosenstein	VP of Finance
		County SURTAX Loan	\$ 1,791,000		Oscar Sol	SVP of Development
		FHFC Supplemental Loan	\$ 765,000			
		TCEP Loan	\$ 21,768,500			
26 Brownsville Transit Village II Miami, FL	100	Conventional Mortgage (Citi)	\$ 1,380,000	2012	Mitchell Rosenstein	VP of Finance
		County SURTAX Loan	\$ 2,499,900		Oscar Sol	SVP of Development
		TCEP Loan	\$ 21,768,500			

Development	Units	Funding Sources	Capital Raised	Completion Date	Principal	Role
27 Brownsville Transit Village III Miami, FL	103	Conventional Mortgage (Cib) County SURTAX Loan TCEP Loan FHFC ELI TCEP Loan 9% LIHTC	\$ 1,000,000 \$ 300,000 \$ 5,000,000 \$ 850,000 \$ 19,857,567	2012	Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development
28 Brownsville Transit Village IV Miami, FL	102	Conventional Mortgage (Cib) County SURTAX Loan TCEP Loan FHFC ELI TCEP Loan 9% LIHTC	\$ 1,100,000 \$ 300,000 \$ 5,000,000 \$ 850,000 \$ 21,380,991	2012	Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development
29 Village Carver Miami, FL	112	Conventional Mortgage (B of A) County SURTAX Loan 9% LIHTC	\$ 7,000,000 \$ 4,350,000 \$ 18,914,294	2010	Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development
30 Village Carver II Miami, FL	100	County SURTAX Loan FHFC Supplemental Loan TCEP Loan	\$ 3,386,935 \$ 765,000 \$ 21,768,500	2011	Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development
31 Labre Place Miami, FL	90	FHFC SAIL Loan City HOME Loan TCEP Loan	\$ 4,000,000 \$ 837,053 \$ 19,188,358	2011	Mitchell Rosenstein Oscar Sol	VP of Finance N/A
32 Sea Grape Marathon, FL	56	Conventional Mortgage (NLP) FHFC SAIL Loan 9% LIHTC	\$ 2,400,000 \$ 1,854,549 \$ 12,196,280	2009	Mitchell Rosenstein	VP of Finance
33 Sea Grape II Marathon, FL	28	Conventional Mortgage (NLP) FHFC SAIL Loan FHFC Supplemental Loan 9% LIHTC	\$ 320,022 \$ 991,033 \$ 255,000 \$ 5,914,409	2009	Mitchell Rosenstein	VP of Finance
34 Silurian Pond Pensacola, FL	72	FHFC MFRB FHFC RRLP Loan Escambia HHRP Loan 4% LIHTC	\$ 7,000,000 \$ 8,490,000 \$ 1,147,870 \$ 3,044,496	2009	Mitchell Rosenstein Oscar Sol	VP of Finance Vice President
35 Morris Court II Pensacola, FL	74	Conventional Mortgage (PNC) Escambia HHRP Loan 9% LIHTC	\$ 1,100,000 \$ 1,240,000 \$ 10,009,000	2008	Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development
36 Morris Court III Pensacola, FL	50	FHFC MFRB FHFC RRLP Loan Escambia HHRP Loan 4% LIHTC	\$ 4,500,000 \$ 4,286,269 \$ 1,000,000 \$ 2,727,727	2008	Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development
37 Poinciana Grove Miami, FL	80	Conventional Mortgage (B of A) County SURTAX Loan 9% LIHTC	\$ 6,800,000 \$ 3,200,000 \$ 18,821,000	2009	Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development
38 Village Allapattah Miami, FL	110	Conventional Mortgage County SURTAX Loan 9% LIHTC	\$ 8,000,000 \$ 4,886,541 \$ 22,558,000	2009	Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development
39 Village Allapattah II Miami, FL	90	Conventional Mortgage FHFC RRLP Loan FHFC Supplemental Loan 9% LIHTC	\$ 6,500,000 \$ 2,733,048 \$ 910,000 \$ 22,595,000	2009	Mitchell Rosenstein Oscar Sol	VP of Finance SVP of Development
40 Dixie Court Fort Lauderdale, FL	122	Conventional Mortgage FHFC SAIL Loan Housing Authority Loan Housing Authority Grant 9% LIHTC	\$ 2,650,000 \$ 1,025,000 \$ 965,000 \$ 250,000 \$ 12,009,000	2008	Mitchell Rosenstein	VP of Finance
41 Dixie Court II Fort Lauderdale, FL	32	FHFC MFRB FHFC RRLP Loan 4% LIHTC	\$ 4,750,000 \$ 5,346,305 \$ 2,237,446	2008	Mitchell Rosenstein	VP of Finance
42 Dixie Court III Fort Lauderdale, FL	100	Conventional Mortgage Housing Authority Loan Broward AHP Loan FHFC Supplemental Loan 9% LIHTC	\$ 3,600,000 \$ 250,000 \$ 125,000 \$ 850,000 \$ 11,807,635	2009	Mitchell Rosenstein	VP of Finance
43 Villa Patricia Miami, FL	125	Conventional Mortgage County SURTAX Loan City HOME Loan 9% LIHTC	\$ 10,000,000 \$ 5,380,000 \$ 674,000 \$ 18,225,000	2008	Mitchell Rosenstein	VP of Finance
44 Villa Patricia II Miami, FL	125	Conventional Mortgage County SURTAX Loan 9% LIHTC	\$ 7,100,000 \$ 3,825,000 \$ 22,093,000	2009	Mitchell Rosenstein	VP of Finance
45 Villa Patricia III Miami, FL	89	Conventional Mortgage FHFC RRLP Loan 9% LIHTC	\$ 8,710,000 \$ 3,980,301 \$ 19,566,000	2009	Mitchell Rosenstein	VP of Finance
46 Amber Garden Miami, FL	110	Conventional Mortgage County SURTAX Loan City HOME Loan 9% LIHTC	\$ 4,150,000 \$ 3,825,000 \$ 675,015 \$ 17,283,365	2008	Mitchell Rosenstein	VP of Finance
47 Tallman Pines Deerfield Beach, FL	176	Conventional Mortgage County HOME Loan 9% LIHTC	\$ 6,400,000 \$ 1,000,000 \$ 26,051,895	2009	Mitchell Rosenstein	VP of Finance
48 Tallman Pines II Deerfield Beach, FL	24	Conventional Mortgage FHFC RRLP Loan FHFC Supplemental Loan 4% LIHTC	\$ 3,654,876 \$ 3,394,876 \$ 260,000 \$ 2,022,000	2008	Mitchell Rosenstein	VP of Finance
49 St. Lukes Life Center Lakeland, FL	150	Conventional Mortgage Polk County HHRP 9% LIHTC	\$ 3,500,000 \$ 1,502,763 \$ 14,807,000	2007	Mitchell Rosenstein	VP of Finance
50 Bell Ridge Pace, FL	122	Conventional Mortgage Santa Rosa HHRP Loan 9% LIHTC	\$ 5,600,000 \$ 1,400,000 \$ 9,281,000	2007	Mitchell Rosenstein Oscar Sol	VP of Finance Senior Developer
51 Bell Ridge II Pace, FL	48	FHFC MFRB FHFC RRLP Loan FHFC Supplemental Loan Santa Rosa HHRP Loan 4% LIHTC	\$ 4,750,000 \$ 4,100,000 \$ 600,000 \$ 300,000 \$ 2,815,000	2007	Mitchell Rosenstein Oscar Sol	VP of Finance Senior Developer

Development	Units	Funding Sources	Capital Raised	Completion Date	Principal	Role
52 Alabaster Gardens Pensacola, FL	147	FHFC MFRB FHFC SAIL Loan Escambia HHRP Loan 4% LIHTC	\$ 9,000,000 \$ 4,000,000 \$ 2,000,000 \$ 5,089,590	2007	Mitchell Rosenstein Oscar Sol	VP of Finance Senior Developer
53 Royalton Miami, FL	100	Conventional Mortgage FHFC SAIL Loan County SURTAX Loan County/City HOME Loan HUD Shelter Plus Care HUD Homeless Grant 9% LIHTC, Historic Tax Credits	\$ 4,750,000 \$ 3,000,000 \$ 2,250,000 \$ 2,330,000 \$ 2,000,000 \$ 750,000 \$ 9,674,413	2008	Mitchell Rosenstein	VP of Finance
54 Valencia Garden Wauchula, FL	104	Conventional Mortgage CDFI Loan 9% LIHTC	\$ 2,775,000 \$ 260,000 \$ 9,847,000	2008	Mitchell Rosenstein Oscar Sol	VP of Finance Senior Developer
55 ArborCrest Quincy, FL	120	Conventional Mortgage 9% LIHTC	\$ 8,600,000 \$ 6,674,000	2006	Mitchell Rosenstein Oscar Sol	VP of Finance Senior Developer
56 Crestview Park Immokalee, FL	208	Conventional Mortgage 9% LIHTC	\$ 13,000,000 \$ 12,413,759	2007	Mitchell Rosenstein	VP of Finance
57 Magnolia Crossing Pace, FL	56	Conventional Mortgage FHFC RRLP Loan Santa Rosa HHRP Loan 4% LIHTC	\$ 5,750,000 \$ 5,700,000 \$ 300,000 \$ 3,118,000	2007	Mitchell Rosenstein Oscar Sol	VP of Finance Senior Developer
58 Country Walk Wauchula, FL	64	Conventional Mortgage FHFC RRLP Loan 4% LIHTC	\$ 5,200,000 \$ 5,800,000 \$ 3,974,000	2007	Mitchell Rosenstein Oscar Sol	VP of Finance Senior Developer
59 Christine Cove Jacksonville, FL	96	Duval County MFRB FHFC SAIL Loan Duval County Loan JEA Loan 4% LIHTC	\$ 6,000,000 \$ 4,000,000 \$ 1,000,000 \$ 130,867 \$ 3,693,000	2007	Mitchell Rosenstein Oscar Sol	VP of Finance Senior Developer
60 Santa Clara Miami, FL	208	Conventional Mortgage County Home Loan County SURTAX Loan City HOME Loan 9% LIHTC	\$ 4,100,000 \$ 1,750,000 \$ 250,000 \$ 750,000 \$ 12,000,000	2004	Mitchell Rosenstein Oscar Sol	Financial Analyst Project Manager
61 Santa Clara II Miami, FL	204	Conventional Mortgage County SURTAX Loan 9% LIHTC	\$ 6,500,000 \$ 3,160,000 \$ 19,115,000	2005	Mitchell Rosenstein Oscar Sol	Financial Analyst Project Manager
62 Villas at Lakesmart Winter Haven, FL	220	HUD Risk Sharing Program SHIP/CDFI Loan Polk County HHRP Loan Winter Haven Grant 4% LIHTC	\$ 8,975,000 \$ 646,500 \$ 129,887 \$ 150,000 \$ 4,136,355	2003	Mitchell Rosenstein Oscar Sol	Financial Analyst Project Manager
63 Lake Mirror Tower Lakeland, FL	76	Conventional Mortgage City of Lakeland Loan Historic Tax Credits	\$ 4,000,000 \$ 4,850,000 \$ 1,876,056	2005	Mitchell Rosenstein	Financial Analyst
64 Oaks at Omni Fort Myers, FL	300	PW Funding 9% LIHTC	\$ 10,250,000 \$ 9,600,000	2002	Mitchell Rosenstein Oscar Sol	Financial Analyst Project Manager
65 Country Manor Bowling Green, FL	120	Conventional Mortgage FHFC SAIL Loan County Grant 9% LIHTC	\$ 979,259 \$ 1,533,562 \$ 10,000 \$ 7,550,000	2004	Mitchell Rosenstein Oscar Sol	Financial Analyst Project Manager
66 Allapattah Gardens Miami, FL	128	Dade County MFRB FHFC SAIL Loan City of Miami HOME Loan County HODAG & SURTAX 4% LIHTC	\$ 6,400,000 \$ 1,500,000 \$ 400,000 \$ 1,250,000 \$ 3,472,000	2004	Mitchell Rosenstein Oscar Sol	Financial Analyst Project Manager
67 Golf View Gardens Sunrise, FL	160	Broward County MFRB FHFC SAIL Loan County HOME Loan	\$ 8,850,000 \$ 2,000,000 \$ 194,043	2005	Mitchell Rosenstein	Financial Analyst
68 Tuscany Lakes Ellenton, FL	348	FHFC MFRB 4% LIHTC	\$ 16,700,000 \$ 6,813,000	2005	Mitchell Rosenstein Oscar Sol	Financial Analyst Project Manager
69 Cameron Creek Florida City, FL	146	Conventional Mortgage FHFC SAIL Loan County SHIP Loan County SURTAX Loan 9% LIHTC	\$ 2,800,000 \$ 1,125,000 \$ 700,000 \$ 500,000 \$ 6,512,000	2002	Mitchell Rosenstein Oscar Sol	Financial Analyst Project Manager
70 Willow Creek North Port, FL	120	Conventional Mortgage FHFC SAIL Loan 9% LIHTC	\$ 2,900,000 \$ 1,225,000 \$ 3,985,000	2002	Mitchell Rosenstein Oscar Sol	Financial Analyst Project Manager
71 Lennox Court Jacksonville, FL	360	Conventional Mortgage FHFC SAIL Loan Jacksonville HFA Loan JEA Loan 9% LIHTC	\$ 10,100,000 \$ 2,000,000 \$ 1,400,000 \$ 419,720 \$ 12,070,000	2002	Mitchell Rosenstein Oscar Sol	Financial Analyst Project Manager
72 Sunrise Villas Fellesmere, FL	160	Conventional Mortgage FHFC SAIL Loan AHP Loan 9% LIHTC	\$ 3,500,000 \$ 1,500,000 \$ 500,000 \$ 8,799,187	2004	Mitchell Rosenstein	Financial Analyst
73 Meridian West Key West, FL	102	Conventional Mortgage FHFC SAIL Loan County CDFI Loan Monroe County Land Authority County SHIP Loan 9% LIHTC	\$ 3,800,000 \$ 2,000,000 \$ 500,000 \$ 1,500,000 \$ 75,000 \$ 8,210,000	2004	Mitchell Rosenstein	Financial Analyst
74 Heron Pond Lehigh Acres, FL	156	Lee County MFRB FHFC SAIL Loan 4% LIHTC	\$ 6,500,000 \$ 1,500,000 \$ 2,848,000	2003	Mitchell Rosenstein Oscar Sol	Financial Analyst Project Manager
Total	8,511		\$ 1,559,095,834			

CONTACT US

ADDRESS

3323 W. Commercial Blvd., Suite E220
Fort Lauderdale, FL 33309

ONLINE

www.greenmillsgroup.com

DIANA MANSUR

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GREEN MILLS GROUP
BUILDING COMMUNITIES

Redevelopment Proposal

MLK Blvd. City Garage Property



GREEN MILLS GROUP
BUILDING COMMUNITIES





February 15th, 2024

City Manager Michael Mortell
121 SW Flagler Ave.
Stuart, FL 34994

Re.: Affordable Housing Development on City-Owned Property

Dear City Manager Mortell:

We are pleased to present our proposal to redevelop the +/- 3.5 acre MLK Blvd. City Garage Property located at 407 SE Martin Luther King Jr. Boulevard, and we welcome the opportunity to work in partnership with the City of Stuart and its many stakeholders.

We share the City's goal of creating a vibrant community which appropriately serves Stuart's low-income and workforce families. Our team will work to:

- build a vibrant, professionally-managed, and "green" community to include up to 130 much-needed affordable/workforce housing units, as highlighted within the City's *2017 Housing Action Plan*;
- create and preserve jobs in Stuart;
- redevelop a soon-to-be vacant recycling facility; and
- help address the City and its CRA's desire to create viable and lasting economic impact within the East Stuart CRA district.

Green Mills Group and its principals have managed the development and financing of 70+ residential communities throughout the Southeast United States, representing more than 7,000 apartments and \$1 billion in total development costs.

To achieve broad, community-driven outcomes, we often partner with local governments, like the City of Stuart. As you'll see within our team's corporate brochure, we have successfully developed affordable housing communities in partnership with the City of St. Petersburg, the City of Lakeland, and Broward County (among others) to develop affordable housing that is beautiful, sustainable, and in line with the unique character of each individual neighborhood. Moreover, we have completed other

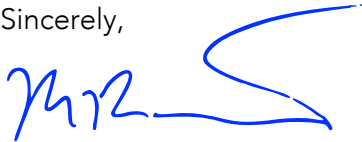
attractive affordable housing communities throughout Florida that fit a similar scale and scope as to what we envision for this property and our partnership with the City of Stuart.

If our team is fortunate enough to partner with the City to revitalize the MLK Blvd. City Garage Property, we will work diligently to codify what we believe are achievable development goals with the City and its members.

As customary for our affordable/workforce housing communities, we will seek financing through both public and private sources. Notably, the Florida Housing Finance Corporation makes available the biggest sources of housing subsidies; we will explore all viable paths and application rounds in an effort to proceed expeditiously.

We appreciate the opportunity to work with the City of Stuart. Please do not hesitate to contact us with any questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mr2', followed by a large, stylized flourish that extends to the right.

Mitchell Rosenstein, Principal and Managing Member
Green Mills Holdings, LLC

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Forest Ridge – Beverly Hills, FL – 119 units – Completed in 2015

Summary of Proposed Development

Our vision for the MLK Blvd. City Garage Property, subject to input and feedback from the City, is as follows:

- Up to 2 phases of multifamily apartments with a total of up to 130 affordable residences.
- Each phase may include est. 65 units with approx. 600 square feet per residence.
- As seen in the proposed *Site Plan* included, each phase will comprise of apartments buildings consisting of four (4) stories of housing and on-site amenities while maintaining three (3) stories in height along S.E. Martin Luther King Blvd.
 - With the addition of seven (7) handicapped parking spaces, each unit will have available surface parking, for a total of est. 142 parking spaces upon completion of both phases.
- As further outlined below, using available subsidies, we are able to reserve homes for residents earning up to 80% of the Area Median Income ("AMI") for no less than 30 years.
 - We will abide by Fair Housing Laws and will commit to marketing locally first.
- The community will include on-site professional management and amenities.

Given the property's size and the City's aim to increase affordable housing stock, Green Mills proposes targeting workforce individuals and families; one bedroom / one bathroom units are often befitting this demographic and are somewhat lacking from the current housing stock. We are open to accommodating larger units with more bedrooms should the City and County be able to offer supplementary financial assistance to help offset the additional costs and larger unit sizes/mix.



Silver Creek – Miami, FL – 90 units – Completed in 2020

Summary of Proposed Terms

- Capitalized ground lease payment to City (made at financial closing/groundbreaking of each phase) of \$6,000 per developed unit, with a lease term necessary to obtain financing.
- Support from the City of Stuart via Impact Fee and Utility Connection Fee waivers, and other potential/available resources.
- Collaboration with the City of Stuart CRA to obtain property tax abatements.
- Local financial “match” from the City of Stuart, estimated to be between \$340,000 and \$460,000 per phase (to be determined upon issuance of final Florida Housing tax credit application) as a permanent financing source to achieve Florida Housing’s ‘Local Government Area of Opportunity’ funding preference goal. Please note:
 - ⊕ The City will not fund unless and until we successfully win subsidy from Florida Housing, close on financing, and break ground.
 - ⊕ The City can obligate or earmark funds from a future fiscal year; Florida Housing just wants to know the funds are committed and will be a long-term source of financing.
 - ⊕ The City’s contribution must be from funds other than the capitalized ground lease payment made from the development/partnership to the City (it cannot be “recycled”).
- Green Mills, via its affiliated entities, will be required to provide standard development and construction completion guarantees, as it does with other affordable housing developments.
- We are long-term partners; Green Mills’ will not be allowed to sell or exit its development-specific Developer/General Partnership interests or entities without prior approval from City.



Seven on Seventh – Fort Lauderdale, FL – 72 units – Completed in 2023

Income and Rent Limits

As referenced in the City's 2017 *Housing Action Plan*, Stuart's housing stock is characterized by its aging structures, posing affordability challenges for the working class, as the city holds the second oldest median housing age in Martin County and has not witnessed the development of a new affordable housing community exceeding 32 units since 2012.

To offer cost-effective housing solutions, Green Mills will provide affordable / workforce housing units at reasonable rental rates for residents earning no more than 80% of the Area Median Income (AMI). The rents may change year-over-year but will tie to the approved Florida Housing Finance Corporation (FHFC) Rent and Income Limitation chart which uses HUD and census data, as shown below. Rent and Income restrictions will be in place for 30+ years.

Household Size	Income Limit 30% AMI	Income Limit 60% AMI	Income Limit 70% AMI	Income Limit 80% AMI
1 Person	\$17,790	\$35,580	\$41,510	\$47,440
2 Persons	\$20,340	\$40,680	\$47,460	\$54,240

* Per 2023 Florida Housing Finance Corp. /HUD Income & Rent Chart.

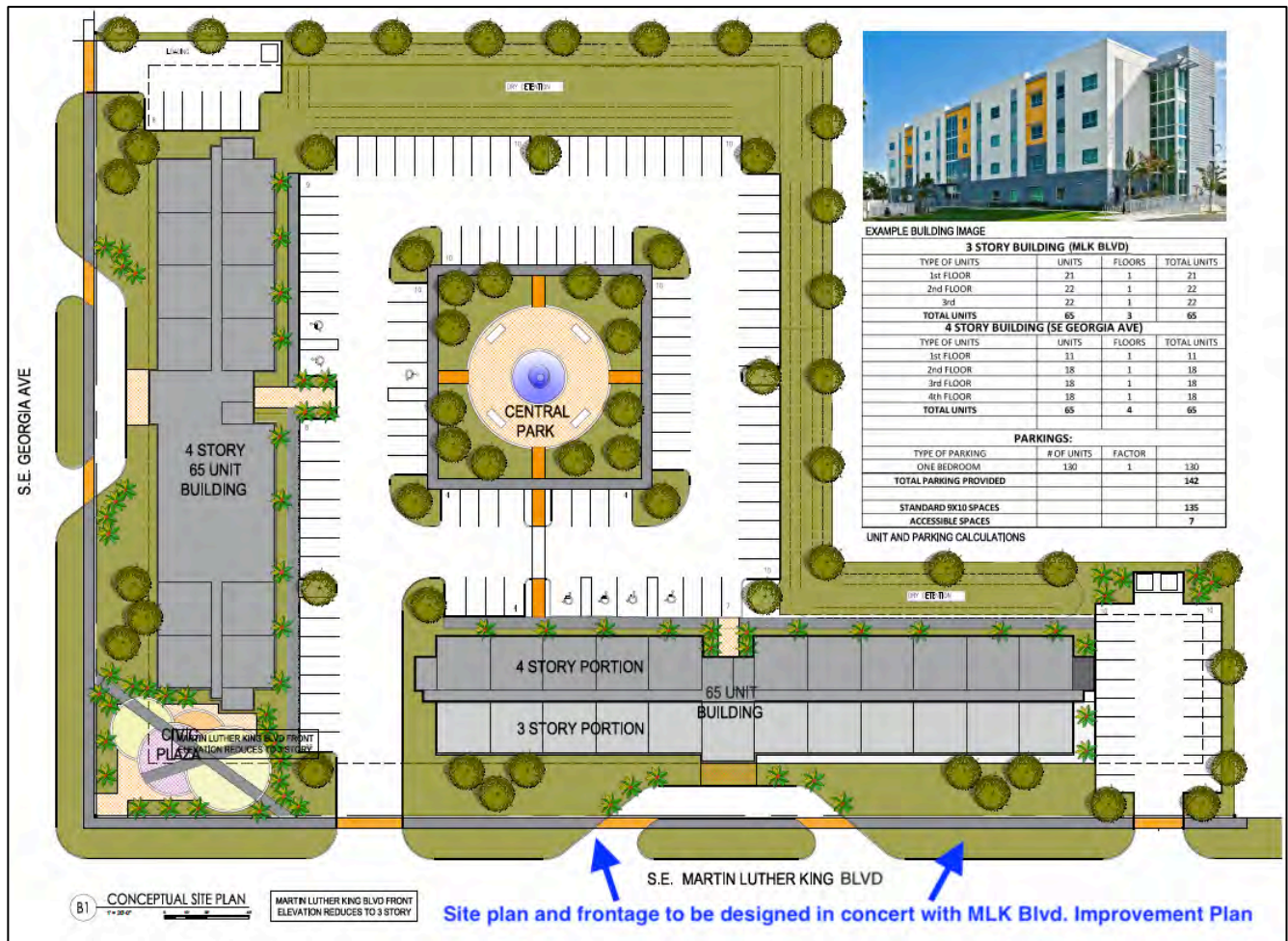
Apartment Type	Rent Limit 30%	Rent Limit 60%	Rent Limit 70%	Rent Limit 80%
1 Bedroom	\$476	\$953	\$1,112	\$1,271

Typical 1BD/1BA Floorplan



600 SF Unit

Draft Site Plan



Draft Elevations



Draft Elevations (Continued)



Draft Renderings



*Design and color scheme subject to City feedback

Similar Green Mills Group Developments

Community Name: **Midtown Lofts**

Location: Lakeland, Florida

Year Built: 2021

Property: 80 units, mixed-income (90% affordable at 80% AMI and below), family demographic

Green Mills Group Roles: Developer, Owner, Asset Manager

Total Development Cost: \$16.3MM

Relevant Details: (1) City of Lakeland owned the 2-acre parcel, within its CRA, and deeded it to Green Mills at financial closing. (2) The City's CRA provided financial support and the City/County provided impact fee waivers. (3) Parking ratio of 1:1 was utilized. (4) On-site management and amenities.



Modern two-story "green" building in line with neighborhood character



Two-story community room with ample common areas

Community Name: **Colonnade Park**

Location: Inverness, Florida

Year Built: 2021

Property: 106 units, all at 60% AMI and below

Green Mills Group Roles: Developer, Owner, Asset Manager

Total Development Cost: \$17MM

Relevant Details: (1) Citrus County Provided Local Government Match. (2) On-site property management, community amenities, and an energy-efficient design. (3) Required collaboration with neighbors.



Craftsman architectural style fits within neighborhood



Fully amenitized clubhouse for residents

Community Name: **Parker Pointe**

Location: Lakeland, Florida

Year Built: 2023

Property: 88 units, all at 80% AMI and below, family demographic

Green Mills Group Roles: Developer, Owner, Asset Manager

Total Development Cost: \$20.1MM

Relevant Details: (1) The mid-rise community was developed on City-owned land via a long-term ground lease. (2) Parker Pointe received City/County impact and connection fee waivers. (3) Unrestricted demographic (family) with all units affordable at 80% AMI and below. (4) On-site management and amenities.



Single building with amenities; well-located near lakes, parks, public transportation



Community spaces with green fixtures

Community Name: **Auburn Village**

Location: Auburndale, Florida

Year Built: 2022

Property: 102 units, all at 60% AMI and below, Seniors demographic

Green Mills Group Roles: Developer, Owner, Asset Manager

Total Development Cost: \$20.2MM

Relevant Details: (1) "Green" certified and contains on-site amenities and professional management. (2) Polk County provided local financial "match". (3) The property remains full and maintains a long waitlist for tenancy.



Craftsman architectural style fits within neighborhood



Community room with kitchen for large gatherings