



City of Stuart

AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

MARCH 11, 2024

AT 4:00 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

Mayor Rebecca S. Bruner

Vice Mayor Campbell Rich

Commissioner Eula R. Clarke

Commissioner Christopher Collins

Commissioner Troy McDonald

ADMINISTRATIVE

City Manager, Michael J. Mortell

City Attorney, Lee J. Baggett

City Clerk, Mary R. Kindel

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

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

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

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

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - "THE SCULPTURES OF STUART" BY GEOFFREY SMITH

PROCLAMATIONS

2. IRISH AMERICAN HERITAGE MONTH (MARCH 2024)
3. PROCUREMENT MONTH (MARCH 2024)

PRESENTATIONS

4. SERVICE AWARDS - MARCH 2024

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

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

CONSENT CALENDAR

5. APPROVAL OF 02/26/2024 CCM MINUTES (RC)
6. FLORIDA INLAND NAVIGATION GRANT AGREEMENT (RC):

RESOLUTION No. 11-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART TO SUBMIT AN APPLICATION FOR A FLORIDA INLAND NAVIGATION DISTRICT WATERWAY ASSISTANCE PROGRAM GRANT FOR THE CONSTRUCTION PHASE OF A COURTESY DOCK AND WAVE ATTENUATOR; 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.
7. AWARD OF ITB #2024-101: PFAS RESIN REPLACEMENT (RC):

RESOLUTION No. 18-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF ITB #2024-101, PFAS RESIN REPLACEMENT TO THE LOWEST, AND RESPONSIBLE BIDDER ON AN AS NEEDED BASIS TO AQUEOUS VETS, LLC OF SARASOTA, 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.

8. AWARD OF ITB #2024-104: GATEWAY AND DISTRICT SIGNAGE (RC):

RESOLUTION No. 28-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF ITB #2024-104, GATEWAY AND DISTRICT SIGNAGE TO THE LOWEST, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$178,900.00 TO A. THOMAS

CONSTRUCTION, INC. OF FORT PIERCE, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9. TRANSPORTATION IMPACT FEES BY MARTIN COUNTY (RC):

RESOLUTION No. 30-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING THE CITY MANAGER TO SIGN ADMINISTRATIVE AGREEMENTS FOR THE USE OF TRANSPORTATION IMPACT FEES BY MARTIN COUNTY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

10. SUPPORT OF SW PALM CITY ROAD/US 1 INTERSECTION (RC):

RESOLUTION No. 26-2024: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING SUPPORT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION FUNDING FOR ROADWAY RECONSTRUCTION AND THE CONSTRUCTION OF PEDESTRIAN FACILITIES IN THE CITY'S RIGHT-OF-WAY AT THE SW PALM CITY ROAD/US 1 INTERSECTION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

11. SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR CREATION OF THE MARTIN COUNTY METROPOLITAN PLANNING ORGANIZATION (RC):

RESOLUTION No. 29-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING THE MAYOR TO SIGN A SECOND AMENDMENT OF THE INTERLOCAL AGREEMENT FOR CREATION OF THE MARTIN COUNTY METROPOLITAN PLANNING ORGANIZATION ("MPO") ADDING A FIFTH MARTIN COUNTY COMMISSIONER TO THE MPO BOARD; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

12. BINDING LETTER OF DETERMINATION FOR 213 SE ALAMANDA WAY, STUART, FL (RC):

RESOLUTION No. 32-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING THE MAYOR TO EXECUTE A BINDING LETTER OF DETERMINATION FOR 213 SE ALAMANDA WAY, STUART, FL DECLARING THAT LOT 3 WILL BE TREATED AS A LEGAL BUILDABLE LOT IN THE R1A ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

13. AMENDMENTS TO THE CITY OF STUART'S LAND DEVELOPMENT CODE AND CODE OF ORDINANCES (RC):

ORDINANCE No. 2525-2024; AN ORDINANCE OF THE CITY OF STUART, FLORIDA AMENDING CHAPTER VIII OF THE CITY OF STUART'S LAND DEVELOPMENT CODE (ADMINISTRATION AND ENFORCEMENT); AND AMENDING PART II, CHAPTERS 2 AND 32 OF THE CITY OF STUART'S CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF PRIOR ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE CODE; SEVERABILITY; EFFECTIVE DATE; AND FOR

OTHER PURPOSES.

DISCUSSION AND DELIBERATION

ADJOURNMENT

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

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

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

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

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

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

Meeting Date: 3/11/2024

Prepared by: Nina Mullin

Title of Item:

ARTS MOMENT - "THE SCULPTURES OF STUART" BY GEOFFREY SMITH

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Enjoy the presentation!

ATTACHMENTS:

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

Meeting Date: 3/11/2024

Prepared by: Susej Meleqi

Title of Item:

IRISH AMERICAN HERITAGE MONTH (MARCH 2024)

Summary Explanation/Background Information on Agenda Request:

Florida's Irish American community will be celebrating its Irish heritage during the month of March. Ever since the military governorship of Irish American Andrew Jackson, Irish Americans in Florida have provided leadership and serve to their state, counties, and local communities.

Funding Source:

N/A

Recommended Action:

Present Proclamation.

ATTACHMENTS:

1. Mar - Irish-American Heritage Month

PROCLAMATION
IRISH AMERICAN HERITAGE MONTH
MARCH 2024

WHEREAS, by 1776 nearly 300,000 Irish nationals had emigrated to the American colonies and played a crucial role in America's War for Independence. Five signers of the Declaration of Independence were of Irish descent and three signers were Irish born. Irish Americans helped to fashion a system of government for our young Nation. Twenty-two Presidents have proudly proclaimed their Irish American heritage; and

WHEREAS, the Irish first came to Spanish "*La Florida*" in the 1500's, first as missionaries and mercenary soldiers and then as planters, traders, businessmen, doctors and administrators. Three of the Spanish Governors of "*La Florida*" were actually Irish military officers. Additionally, Fr. Richard Arthur, an Irish-born priest from Limerick who was appointed parish priest for St. Augustine in 1597 and ecclesiastical judge of "*La Florida*," established the first public school in America and opened it to both boys and girls of all races; and

WHEREAS, Irish Americans, since America's inception, have provided and continue to provide leadership and service to this nation's political, business, and religious establishments, so it is fitting and proper to celebrate the rich cultural heritage and the many valuable contributions of Irish Americans.

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

IRISH AMERICAN HERITAGE MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 11th day of March, 2024.

REBECCA S. BRUNER
MAYOR

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

Meeting Date: 3/11/2024

Prepared by: Susej Meleqi

Title of Item:

PROCUREMENT MONTH (MARCH 2024)

Summary Explanation/Background Information on Agenda Request:

March is Procurement Month, celebrated by The Institute for Public Procurement and public purchasing departments across the country.

Funding Source:

N/A

Recommended Action:

Present Proclamation.

ATTACHMENTS:

1. Mar - Procurement Month

PROCLAMATION

PROCUREMENT MONTH

MARCH 2024

WHEREAS, March is Procurement Month, celebrated by The Institute for Public Procurement and public purchasing departments across the country. It is commendable that the Procurement Division of the Finance Department values accountability, ethics, impartiality, professionalism, service, and transparency. These values are essential for creating a strong foundation for effective and ethical procurement practices; and

WHEREAS, procurement is responsible for sourcing, negotiating, and purchasing goods and services for the City of Stuart. Procurement plays a vital role in ensuring that the City receives the best value, products, and services needed in a timely manner. Procurement provides additional value by carrying out tasks such as contract administration and implementation, strategic procurement strategy development, and building relationships with suppliers and fellow City departments; and

WHEREAS, in the government sector, procurement professionals are responsible for ensuring that public funds are spent responsibly and effectively. Strict regulations and guidelines are followed to ensure transparency and fairness. By leveraging their procurement and negotiation expertise, procurement professionals can help governments save money and provide better services to their citizens; and

WHEREAS, procurement plays a crucial role in risk management within the City by integrating risk management practices into the procurement processes and collaborating with departments. These practices enhance the City's resilience, optimizes decision making, and safeguards against potential threats to the supply chain and business operations.

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

PROCUREMENT MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this 11th day of March, 2024.

REBECCA S. BRUNER
MAYOR

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

Meeting Date: 3/11/2024

Prepared by: Kathy Martin

Title of Item:

SERVICE AWARDS - MARCH 2024

Summary Explanation/Background Information on Agenda Request:

David Duran	Police Department	Police Lieutenant	20 Years
Rachael Minor	Police Department	Police Officer	10 Years
Scott Stewart	Streets Maintenance	Equipment Operator I	5 Years
Adam Baker	Fire Rescue	Firemedic	5 Years

Funding Source:

General Fund

Recommended Action:

Present Awards

ATTACHMENTS:

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

Meeting Date: 3/11/2024

Prepared by: Nina Mullin

Title of Item:

APPROVAL OF 02/26/2024 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Minutes.

ATTACHMENTS:

1. 02/26/2024 CCM Minutes

MINUTES
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

ROLL CALL

5:31 PM

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

INVOCATION

Pastor Darrell Orman of First Baptist Church of Stuart gave the Invocation.

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

Commissioner Clarke

- Commented on the Community Redevelopment Agency (CRA) Meeting in which a matching grant for a mural was approved for MLK Blvd., applauded the staff of the CRA for their work.
- NAACP is having their annual Gala on March 16th, and would like to make a motion for the City to fund at least a table or two tables at the NAACP. Looked to the City Manager for comment to complete her motion.

City Manager Mortell stated one table is ten (10) seats; each Commissioner will be allowed two tickets - (2) seats. It is up to the Commissioners to decide on the number of tables if the City

wants to include the staff. City Manager Mortell stated he will need a motion in order to move forward.

PUBLIC COMMENT:

1. Jimmy Smith - NAACP President; Commented that the City is invited to participate as it is about the youth and future of Stuart.

Vice Mayor Rich commented he intends to purchase his own ticket and would like to make it available to the staff.

5:35 PM MOTION: Approve the City to fund up to two tables at the NAACP Gala.

MOVED BY: Eula Clarke

SECONDED BY: Troy McDonald

Motion approved unanimously.

Commissioner Clarke continued:

- Announced the passing of long time member and volunteer of Meals on Wheels in the community, Willie Mays.
- Commented that she received phone calls pertaining to Brightline, but will leave her comments for later.

Commissioner Collins

- Commented on the river and the discharges. He was encouraged from the Rivers Coalition Meeting where the City showed a strong presence. He is committed to zero discharges and will continue to advocate for LOSOM.
- Requested two (2) letters be sent by the Commission. One to the Army Corps and the other to the South Florida Water Management District (SFWMD), to encourage the Army Corps to operate under LOSOM guidelines and to keep more water in the lake and healthy estuaries. No objection by Commission.

Vice Mayor Rich

- Commented on information from the Joint City/County/School Board Meeting pertaining to building applications in the City vs. the County.
- Reported on attending the Project Lift Graduation and thanked Robert Zaccio for putting on the ceremony; reviewed the various skills of the students.

City Manager Mortell commented on a lease agreement with Project Lift for a 12,000 square foot building designed to train 18-25 year olds in various vocations.

Commissioner McDonald

- Commented on the Project Lift trade schooling and glad for the opportunity for a higher quality of life.
- Commented on the Metropolitan Planning Organization (MPO) meeting he attended earlier today and provided an update in approving a work plan. Nineteen (19) priorities, with six (6) in the City.

COMMENTS BY CITY MANAGER

City Manager Mortell

- Commented that the Discussion & Deliberation is not a site plan approval or Quasi Judicial proceeding, it is only an initial discussion.
- Commented that the Arts Show was a success.
- Stated there is not an official word in writing but was informed that Brightline selected Martin County, City of Stuart, and more information is forthcoming.

APPROVAL OF AGENDA

6:00 PM MOTION: Approve.

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 on the parking spots at Hudson on the River.

City Manager Mortell provided a brief history of the parking spaces at Hudson on the River. Commissioner Collins requested this be brought back as a Resolution or a Discussion and Deliberation (D&D). A Resolution was agreed upon. Vice Mayor Rich commented that the valet is open to the public, but most do not know that they can use the valet at no charge and agreed to discuss further at next meeting.

2. Sean Reed - SW 6th St.; Stated his comment is for Commissioner Rich and proceeded to review the City vs. the County in square miles and development. Born and raised in Martin County, and is proud that he comes from this area and the people here want to protect the quality of life. Because of previous approvals of apartments, there is increased traffic, and now a Brightline station is coming. He addressed affordable housing and commented that come August 20th he is hoping to see change in the City of Stuart.

3. Albert Brinkley - Central Ave.; Stated he is a resident of East Stuart. Commented on an application for a ROW abandonment because the City ran drainage pipes through his property and he shouldn't have to pay for this ROW. He has waited thirty (30) years for an answer as to why he should have to pay for a problem the City created.

City Manager Mortell and the Commissioners had a discussion regarding Mr. Brinkley's comment. Mr. Brinkley was told the Commissioners would look into it.

4. Jimmy Smith - SE Apache Ave.; Commented on the property Mr. Brinkley referred to. Commented on the housing, traffic, and what is going on in the City and stated that these people need housing and asked this Commission to stay on board.

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

6:25 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Troy McDonald

Motion approved unanimously.

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.

Michelle Abruzow, City of Stuart Planner, presented a brief presentation of the Resolution.

City Manager Mortell answered the questions of the Commission.

PUBLIC COMMENT:

1. Carla Williamson - SE 13th St.; Commented as the property owner, stated the property appears abandoned and wants the area to be a safe environment. Due to a fire, they have to rebuild and this will allow them to build a garage on one side.

6:30 PM MOTION: Approve.
MOVED BY: Troy McDonald
SECONDED BY: Eula Clarke
Motion approved unanimously.

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.

City Manager Mortell commented that the policy was last adopted in 2009, and he is asking to adopt this policy as an update. Also commented to the Commission that the City needs to decide if they want the number of proclamations limited per agenda or to allow all to come in and limit ones that will be read at the meetings.

6:43 PM MOTION: Approve Resolution as published.
MOVED BY: Troy McDonald
SECONDED BY: Eula Clarke
Motion approved unanimously.

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.

City Attorney Baggett reported on the Procurement Policy update that he has been working on with, Alaina Knofla, Procurement Specialist. He reviewed the various revisions, cleaned up the policy and there were no substantial changes.

6:48 PM MOTION: Approve.
MOVED BY: Eula Clarke
SECONDED BY: Troy McDonald
Motion approved unanimously.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

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

Mitch Rosenstein, Green Mills Group, based in Ft. Lauderdale, proposed a PowerPoint presentation on the redevelopment project for the property of the City's Garage Complex, and gave the history of their company and what they do. He identified their goals, vision, and plans. Green Mills Group offered property management, maintenance, and amenities with one (1) parking space per unit. Committed to keeping homes affordable for thirty (30) years, committed to marketing locally first and is currently working with the House of Hope as a referral agency.

Commissioners participated in a question and answer period with Mr. Rosenstein.

7:41 PM MOTION: City Manager Mortell to fully investigate the proposal more at this location to see if anything can come back.

MOVED BY: Eula Clarke

SECONDED BY: None

Died for lack of second.

City Manager Mortell stated for clarity he does not want Green Mills to incur expenses for design and plans if the Commission does not have the interest in pursuing this. The Commission can give direction to bring back formal items to negotiate a contract with Green Mills for this item and continue to another hearing and have a workshop. If a feasibility is what the Commission desires that would be asking for a development review.

PUBLIC COMMENT:

1. Aaron Hawkins - SE Arapaho Ave.; Commented on approximately 300 kids living out of cars in Martin County/City of Stuart, calling them transient students. Affordability is a big issue and many have had to move out of our community, creating a lack of labor issue in our City.

2. Telindalee Beck-King - SE Woods Edge Trail; Works with Healthy Start, works with disadvantaged mothers, is in favor of the housing.

3. Samantha Suffich, CEO of MC Healthy Start Coalition - SE Sanddollar Ln; does have students in her program that are living in their cars and tents; families are not able to get off of subsidized income and is in favor of the housing.

4. Robert Reneri, CEO House of Hope - NW Flagler Ave.; In favor of affordable housing; the impact of safe reliable housing, has positive effect of physical and mental health.

5. Nikki Hawkins, CEO of Alante Development Group - Arapaho Ave.; Thanked the

Commission for reviewing this topic, feels more discussion is needed, the plans do not currently involve the community.

6. Caitlynn Palmieriz- Alden St.; Addressed the "not in my backyard" mentality; provided her background, and stated she could find a home in this proposed building; believes the Commission has the best interest of residents in mind.

7. Mechelle McFadden - Commented on the need in the community and the need for low income housing, need to build, need a solution. Build something the community can afford.

8. Althea Wiley - Member of the community and a mother, there are trigger words that hurt; easy for Commissioners to make a decision for a community that they do not know.

9. Nick Blount - Sandpiper Ln; Commented as Chair of the Housing Solutions Council, acknowledged that he is familiar with the Green Mills Group; excited because their model fits their goals. Urged the Commission to take this forward for further discussion.

10. Jimmy Smith - SE Apache Ave.; Commented on his concerns and would like clarification on some of the comments during Mr. Rosenstein's presentation. Asked if there will be a review board on approving applications.

11. Sean Reed - SW 6th St.; Commented on the "not in my backyard" but the issue is real, asked Mr. Rosenstein's salary and asked if Green Mills sold any properties.

Mr. Rosenstein responded to Mr. Jimmy Smith's comment.

12. Albert Brinkley - Central Ave.; Commented that nobody knows that community better than he does. Feels it would not benefit the people in the community. They, in East Stuart, need to be heard and not looked over, opposed to one-bedroom units.

Mr. Rosenstein commented again to answer another question of Jimmy Smith.

13. Madeleine Bozone Greenwood, Executive Director of Family Promise - MLK Blvd; Commented on the approved workforce housing, provided numbers, more opportunity if there is more conversation.

City Manager Mortell commented that there is no requirement in the Land Development Code, inventory addresses different types of housing.

14. Regina Hawkins - Commented that the project is needed in Stuart, hopes it is done the right way, they need to meet with the community, and the people that work on this project need to be from Stuart to keep the generation of wealth.

8:30 PM MOTION: Approve to be put on an agenda for full presentation and vote at a future meeting.

MOVED BY: Eula Clarke

SECONDED BY: Campbell Rich

VOTE: 3/2

YES: Campbell Rich, Eula Clarke, Rebecca Bruner

NO: Troy McDonald, Christopher Collins

ADJOURNMENT

8:37 PM

Mary R. Kindel, City Clerk

Rebecca S. Bruner, Mayor

Minutes to be approved at the Regular Commission Meeting this 11th day of March, 2024.

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

Meeting Date: 3/11/2024

Prepared by: Jacqui May

Title of Item:

FLORIDA INLAND NAVIGATION GRANT AGREEMENT (RC):

RESOLUTION No. 11-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART TO SUBMIT AN APPLICATION FOR A FLORIDA INLAND NAVIGATION DISTRICT WATERWAY ASSISTANCE PROGRAM GRANT FOR THE CONSTRUCTION PHASE OF A COURTESY DOCK AND WAVE ATTENUATOR; 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.

Summary Explanation/Background Information on Agenda Request:

The Florida Inland Navigation District (FIND) Waterways Assistance Program provides grant funds to Recipients for the purposes provided for herein, which will benefit the City of Stuart by providing for the construction phase of the City's Courtesy Dock and Wave Attenuator. This project's design phase grant was previously approved & executed via Resolution No.30-2022. The City of Stuart's Public Works Department strategy relating to public access to the City via the St. Lucie River, Indian River Lagoon, and associated waterways will align with the missions of FIND. The City of Stuart's Public Works Department will be required to provide 50% matching funds for this reimbursement grant. A completed "Grant Consideration Worksheet" demonstrates this is a viable grant. The City continues to implement strategies to improve safe access to our community for all visitors and residents through projects as needed.

Funding Source:

N/A

Recommended Action:

Approve Resolution No.11-2024

ATTACHMENTS:

1. R11-2024 Authorizing Florida Inland Navigation District Grant Application_DRAFT
2. R11-2024 Att.1_Grant Consideration Worksheet_PW_ FIND 2024
3. R11-2024 Att.2_R030-2022
4. R11-2024 Att.3 WAP Grant Overview
5. R11-2024 Att.4_Waterways Assistance Programs (Grants for Local Governments)



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

RESOLUTION NUMBER 11-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART TO SUBMIT AN APPLICATION FOR A FLORIDA INLAND NAVIGATION DISTRICT WATERWAY ASSISTANCE PROGRAM GRANT FOR THE CONSTRUCTION PHASE OF A COURTESY DOCK AND WAVE ATTENUATOR; 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 Inland Navigation District Waterways Assistance Program provides grant funds to Recipients for the purposes provided for herein which will benefit the City of Stuart by providing for the construction phase of the City's Courtesy Dock and Wave Attenuator. The design for this project was previously approved and executed via Resolution No.30-2022; and

WHEREAS the City of Stuart's Public Works Department's strategy relating to public access to the City via the St. Lucie River, Indian River Lagoon, and associated waterways will align with the missions of the Florida Inland Navigation District; and

WHEREAS the City of Stuart Public Works Department will be required to provide 50% matching funds for this reimbursement grant and the attached internal "Grant Consideration Worksheet" demonstrates this is a viable grant; and

Resolution No. 11-2024;
Authorization to Submit a Florida Inland Navigation District Grant; to Execute a Grant Agreement, and Make Minor Amendments, if Required.

WHEREAS the City continues to implement strategies to improve safe access to our community for all visitors and residents through projects as needed.

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

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

SECTION 2: The City Commission authorizes submission of a grant application by the City of Stuart to the Florida Inland Navigation District's Waterways Assistance Program; and to execute an agreement, if the grant is awarded; and the City Manager is authorized to make minor amendments to any such agreement; subject to review and approval by the City Attorney.

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

(The remainder of this page is left intentionally blank)

Resolution No. 11-2024;
Authorization to Submit a Florida Inland Navigation District Grant; to Execute a Grant Agreement, and Make Minor Amendments, if Required.

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 _____.

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 Internal Grant Application Decision Worksheet

Date: 1/16/2024

Assessment Prepared by: J.May

Funding Agency: Florida Inland Navigation District

Grant Name: Waterways Assistance Program 2024-25

Eligibility Requirements: municipality

Purpose of Grant: Repair/Replace Courtesy Dock & Wave Attenuator

Criteria: Must have "Property Control Verification" - in progress with City Attorney & City Manager re: Submerged Land Lease or TUA

Grant Application Decision Framework

Viability Scoring - 0 = lowest - 3 = highest

Criteria	Score	Notes
Will they fund a non 501 C3	3	Yes
Are we in correct geographic area	3	Yes
Do we address funder's interests	3	Yes
Do our needs align with their purpose	3	Yes
Do we serve their target population/goals	3	Yes
Do they offer support we can actually use	3	Yes
Credibility		
Do we have any connection/credibility	3	Yes
Do we have the subject expert expertise	3	Yes
Do we have staff available to execute	3	Yes
Timing		
Does award date align with project timeline	3	Yes
Can we meet the application deadline	1	pending Land Lease/TUA
Can we meet reporting requirements	3	Yes
Can we develop project plan and budget in time	3	Yes
Are reporting/eval requirements reasonable	3	Yes
Associated Costs		
Do they require a match	1	Yes 50%
Will we have to hire consultants to prepare or execute	1	Yes
Will additional staff costs be incurred to execute	3	No
Score	45	

Viability Scoring Results:

0-15 = Low Viability - Consider not applying

16-35 Medium Viability - Effort might not be worth reward

36-51 High Viability - Get going on the application!

Internal Notes:

Pending Submerged Land Lease, Temporary Use Agreement, or Alt. Instrument tbd by City Manager/City Attorney



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

RESOLUTION NUMBER 30-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE UTILITIES AND ENGINEERING DEPARTMENT TO APPLY FOR AND, IF SUCCESSFUL, DESIGNATE THE UTILITIES AND ENGINEERING DIRECTOR AS THE AUTHORIZED REPRESENTATIVE TO EXECUTE THE GRANT, AND SUBSEQUENTLY APPROVE THE EXPENDITURE OF THE GRANT FUNDS FROM THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM, TO FUND THE IMPROVEMENTS ASSOCIATED WITH THE DOWNTOWN COURTESY DOCKS AND WAVE ATTENUATION PROJECT: PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

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

WHEREAS, recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S.; and

WHEREAS, this law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District; and

WHEREAS, this program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program; and

WHEREAS, the City of Stuart, Florida is interested in carrying out the following described project for the enjoyment of the citizenry of the City of Stuart and the State of Florida: and

Project Title:	Downtown Courtesy Docks and Wave Attenuation	
Phase 1:	Design and Permitting	\$250,000.00

WHEREAS, the Florida Inland Navigation District (FIND) financial assistance is required for the program mentioned above.

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

SECTION 1: The project described above is hereby authorized.

SECTION 2: The City of Stuart shall make application to FIND in the amount of 50% of the actual cost of the project on behalf of said City of Stuart.

SECTION 3: The City of Stuart certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.
3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Stuart for public use.
4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352(1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.
5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.
6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

SECTION 4: This resolution shall take effect upon adoption.

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

MERRITT MATHESON, MAYOR
TROY MCDONALD, VICE MAYOR
BECKY BRUNER, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
		ABSENT	
Y			
Y			
Y			
Y			

ADOPTED this 14th day of March 2022.

ATTEST:



MARY R. KINDEL
CITY CLERK



MERRITT MATHESON
MAYOR

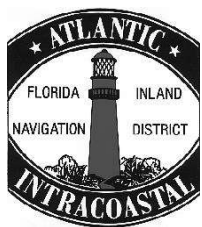
APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY



FLORIDA INLAND NAVIGATION DISTRICT



From: Chris Kelley, Deputy Director

Subject: 2024 Waterways Assistance Program

Date: December 18, 2023

Attached is an application package for the District's 2024 Waterways Assistance Program (WAP). The WAP application can also be downloaded from our website: www.AICW.org. Through FIND's Assistance Programs over the past 38 years, the District has provided a total of over \$142 million in funding assistance to local governments within our District to perform waterways improvement projects.

Project types eligible for funding include public navigation, public waterway access facilities, waterfront parks, environmental education and boating safety projects directly related to the waterways. The District also provides grants for land acquisition which include opportunities for waterway access. Generally, ineligible costs include project maintenance, landscaping, in-house staff and reoccurring fees. Please see the program rules for more details on project eligibility. The funding level of this year's program will be determined in July based upon the availability of funding to the District and the quality and number of applications received.

Applications are due in the District office by 4:30 PM, April 1, 2024. Your application must be discussed with your local FIND Commissioner prior to March 4, 2024. The application must be initialed by the FIND Commissioner prior to submission to the District office on April 1, 2024. Please see the application package for the complete program schedule and the name and address of your FIND Commissioner.

Application Submission: An electronic copy (pdf) should be emailed to CKelley@aicw.org. Please make sure that the file size of the application is 15MB or less, or your email may be rejected due to mail server size limitations. Applications must be received by the deadline, no exceptions. Only the requested information should be submitted. It is VERY important that the application forms remain in the same 8.5 x 11", paginated format, and the forms must be presented in the order listed on the application checklist. Applications that do not follow the program directions, rules, or the application format may be rejected.

Please review the application checklist and be sure you can provide all of the required items. If you cannot provide ALL of the items on the application checklist, please contact staff immediately for advice on the potential resolution of a required item. Any application failing to include the required application items (with the exception of environmental resource permits & exemptions) will be eliminated from consideration on May 15, 2024. There is no waiver or exception available for this deadline.

COMMISSIONERS

T. SPENCER CROWLEY, III
CHAIR
MIAMI-DADE COUNTY

FRANK GERNERT
VICE-CHAIR
BROWARD COUNTY

STEPHEN W. BOEHNING
TREASURER
INDIAN RIVER COUNTY

BUDDY DAVENPORT
SECRETARY
VOLUSIA COUNTY

J. CARL BLOW
ST. JOHNS COUNTY

DONALD J. CUOZZO
MARTIN COUNTY

Vacant
ST. LUCIE COUNTY

CHARLES C. ISIMINGER
PALM BEACH COUNTY

Vacant
DUVAL COUNTY

JERRY H. SANSOM
BREVARD COUNTY

RANDY STAPLEFORD
FLAGLER COUNTY

LYNN A. WILLIAMS
NASSAU COUNTY

MARK T. CROSLEY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE
DIRECTOR

CHRIS KELLEY
DEPUTY DIRECTOR

search

Home Dredging & Land Management Grants & Assistance Programs Administration & Business Public Information



out Us

WAP Grant Rule 66B-2
(2023)

2024 WAP Grant Application

Waterway Assistance Project
Listing

Total Project Types Funded

Quarterly Status Report Form
(Word Doc)

Payment Reimbursement
Requests and Project Closeout
Procedures

2022-2023 Waterway
Assistance Program grant
awards

[Home](#) > Waterway Assistance Programs

Waterways Assistance Programs (Grants for Local Governments)

[Print This](#) [E-mail This](#)

The Waterway Assistance Program is a grant program established by the Florida Legislature and the District for the purpose of financially cooperating with local governments to increase public access associated with the Atlantic Intracoastal Waterway and associated waterways within the District. The program is authorized by Section 374.976, Florida Statutes, and is administered under the provisions of Chapter 66B-2, Florida Administrative Code. Eligible local governmental agencies include municipalities, counties, port authorities and special taxing districts within the twelve counties of the District.

Grant applications are posted to the District's website in January. Applications are due at the District office toward the end of March. Please see the application package for deadline dates. Funding is awarded in October.

Applications are initially reviewed by the District staff for compliance with District rules. If the application is in compliance, the applicant presents his application to the District's Board of Commissioners. The Board then evaluates the application utilizing a rating form. Projects scoring the minimum number points become eligible for funding which is subject to statutory and budget limitations. For those projects which are approved for funding by the District Board, funds become available on October 1st.

The limitation on funding has been established by the Legislature to be up to 80% of the tax revenue that the District receives from the county in which the applicant is located. There may be several applicants from within a county competing for these funds.

Waterway related projects must be located on natural, navigable waterways within the District. Eligible waterway related projects include navigation channel dredging, channel markers, navigation signs or buoys, boat ramps, docking facilities, fishing & viewing piers, waterfront boardwalks, inlet management, environmental education, law enforcement equipment, boating safety programs, beach re-nourishment, dredge material management, environmental mitigation, and shoreline stabilization.

The District is authorized to provide up to 75% for public navigation projects, while all other project categories are eligible for up to 50% funding assistance. Annually the District allocates approximately \$10-12 million dollars for the program. Cash and other grant funds may be utilized as the local match.

[Download a free copy of Acrobat Reader, click here.](#)

For more information, please





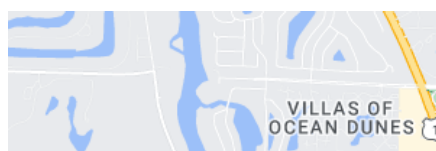
contact [Janet Zimmerman](#).



Office Location

Florida Inland Navigation District
1314 Marcinski Rd
Jupiter, Florida 33477
561-627-3386

Map



Florida Inland Navigation District

Click to download
[FIND logos](#)



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

Meeting Date: 3/11/2024

Prepared by: Alaina Knofla

Title of Item:

AWARD OF ITB #2024-101: PFAS RESIN REPLACEMENT (RC):

RESOLUTION No. 18-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF ITB #2024-101, PFAS RESIN REPLACEMENT TO THE LOWEST, AND RESPONSIBLE BIDDER ON AN AS NEEDED BASIS TO AQUEOUS VETS, LLC OF SARASOTA, FLORIDA AUTHORIZING THE CITY TO EXECUTE A FINAL AGREEMENT SUBSEQUENT TO REVIEW AND APPROVAL BY CITY ATTORNEY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This solicitation was advertised in the Palm Beach Post on October 23, 2023, and release simultaneously on OpenGov Procurement and DemandStar, who collectively notified one thousand seven hundred and eighty-seven (1,787) potential bidders, there were thirty-five (35) plan holders, and issued two (2) bid packages for this project.

Three (3) bids were received by the bid opening date and time of 2:30 pm. December 6, 2023. The Utilities and Engineering Department has reviewed references and recommended awarding to the lowest responsive, responsible bidder, whose services will be ordered on an as-needed basis.

Funding Source:

41053534610

Recommended Action:

Motion to adopt Resolution No. 18-2024.

ATTACHMENTS:

1. R18-2024, ITB# 2024-101, PFAS Resin Replacement
2. R18-2024 Attachment, Contract (2)



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

RESOLUTION 18-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF ITB #2024-101, PFAS RESIN REPLACEMENT TO THE LOWEST, AND RESPONSIBLE BIDDER ON AN AS NEEDED BASIS TO AQUEOUS VETS, LLC OF SARASOTA, FL AUTHORIZING THE CITY TO EXECUTE A FINAL AGREEMENT SUBSEQUENT TO REVIEW AND APPROVAL BY CITY ATTORNEY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City entered into the competitive Invitation to Bid process in order to solicit a qualified general contractors to submit bids for PFAS Resin Replacement, and seeks to award a bid to the lowest responsible bidder.

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

SECTION 1: The City Commission of the City of Stuart hereby approves the award of ITB #2024-101: PFAS Resin Replacement to Aqueous Vets, LLC with authorization to execute final contract subsequent to review and approval by the City Attorney.

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 11th day of March, 2024.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY



"CONTRACT"

CONTRACTOR: **Aqueous Vets, LLC**
16761 Clear Creek Road
Redding, CA 96001

PROJECT: ITB 2024-101: PFAS Resin Replacement

THIS UNIT PRICE CONTRACT, hereinafter "Contract," made and entered into the ____ day of _____, 2024 by and between **Aqueous Vets, LLC** hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

RECITALS

WHEREAS, Contractor is a licensed corporation doing business in Florida which provides resin replacement; and

WHEREAS, City desires to hire Contractor to provide PFAS resin replacement for the City; and

WHEREAS, Contractor is willing and able to provide PFAS resin replacement for the City on the terms and conditions set forth herein; and

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

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

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

I. SCOPE OF SERVICES

The Contractor shall provide all labor, equipment, and materials necessary to provide replacement of existing media and install Dupont AMBERLITE PSR2 Plus resin for Per-Fluorinated Treatment System as provided on the approved schedule attached hereto in Exhibit "A." Contractor shall work with City staff in advising the City

and the City Commission regarding these Services as rendered. The services will be those customarily attendant to Resins for the Per-Fluorinated Treatment System Project. The specific services to be performed by the Contractor are described in Part 5 Section 5.1 of ITB #2024-101 which is attached hereto as Exhibit "B" and incorporated herein by reference.

II. CONTRACT PROVISIONS

Section 1. Term of Contract

Upon award of this Contract, the effective date shall be the date of execution of this Contract by both City and Contractor. The term of this Contract shall be for a period of two (2) years with the option of three (3) additional one-year renewal periods, upon the mutual written agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

City shall compensate Contractor for these Services in accordance with Contractor's pricing schedule formalized in "Section III Price Proposal Form" which is attached as Exhibit "A" to this Contract. Contractor's pricing schedule may be updated annually, with the City's written consent, prior to each optional renewal period.

2.3 Payment

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

Section 3. Guarantee

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

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract. The Contractor shall refund by check payable within thirty (30) days to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

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

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Work under this Contract and shall bear all losses resulting to Contractor because of bad weather, or because of errors or omissions in Contractor's bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever. The Contractor is also responsible for BAC-T sample and testing to be performed.

5.3 Contractor's Records

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

Section 6. Termination, Delays and Liquidated Damages

6.1 Termination for Convenience

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

6.2 Termination for Cause

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

6.3 Excusable Delays

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

Section 7. Notice

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

Notice for City: **City of Stuart**
 121 SW Flagler Avenue
 Stuart, FL 34994
 ATTN: City Manager
 Email: mmortell@ci.stuart.fl.us

Notice for Contractor:

7.2 Project Manager

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is the Water Treatment Facility Team Leader II, Mike Woodside 772-260-4731.

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

Aaron Hart

Name

16761 Clear Creek Road, Redding, CA 96001

Address

707.810.0572

Phone Number

ahart@aqueousvets.com

Email Address

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

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

8.2 Assignment of Interest in Contract

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

8.3 Other Entity Use

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

8.4 Inspection

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

8.5 Rights and Benefits

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

Section 9. Indemnification of City

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

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

Section 10. Insurance.

10.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in 1.8 of the Invitation to Bid which is attached hereto as Exhibit "B." Such certificate must contain a provision for notification to the City thirty (30) days in advance of any material change or cancellation. The City, by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement. All third-party contractors, including any independent contractors and subcontractors utilized by Contract in providing services required herein, must comply with the insurance requirements. The Contractor shall be responsible for ensuring that all independent contractors and/or subcontractors comply with the same insurance requirements referenced above. The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates, bond, and other documentation may be cause for the annulment of the award.

10.2 Certificate of Insurance

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

10.3 Payment and Performance Bonds

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

Section 11. Professional Standards

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

Section 12. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available. The Contractor acknowledges that the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Commission. The Parties agree that, in the event such appropriation is not forthcoming, either party may terminate this Contract for convenience as set forth in Section 6.1 of this Contract. City shall provide an informal notice to Contractor via e-mail within two days of the annual appropriation and, if such appropriation is not forthcoming, a formal Notice of Nonappropriation issued under Section 7.1 hereinabove shall follow the e-mail notification.

Section 13 General Conditions

13.1 Venue in Martin County

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

13.2 Laws of Florida

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

13.3 Attorney's Fees and Costs

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

13.4 Mediation as Condition Precedent to Litigation

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

13.5 Contract Amendment

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

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

13.6 Contractual Authority

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

13.7 Sovereign Immunity

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

13.8 Severability

The parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any government or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation or decision, the provision, section, sentence, word, clause or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause or combination thereof as may be valid and consistent with the intent of the parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

13.9 Entire Contract

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

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

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

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

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

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

Section 15. Exhibits

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

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

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

Exhibit "C" - "Certificate of Insurance"

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page

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

CITY OF STUART, FLORIDA

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MORTELL
CITY MANAGER

**APPROVED AS TO FORM
AND CORRECTNESS:**

LEE J. BAGGETT, ESQ
CITY ATTORNEY

CONTRACTOR

Sarah Johnson
(Signature)

Sarah Johnson

Printed Name

Secretary & Vice President

Title



INNOVATIVE WATER and WASTEWATER SOLUTIONS



City of Stuart, FL – PFAS Resin Replacement

AV Proposal No. S23-0002

December 6, 2023

AqueoUS[®] VETS[®]
Experienced. Proven. Reliable.

PROPOSAL CHECKLIST FORM

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

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

COMPANY NAME: Aqueous Vets, LLC



Proposal Checklist

AV's proposal includes the following items as required in the project specifications:

No.	Item	Location in Proposal
Proposal Checklist Form		
1	Letter of Transmittal	Cover Letter
2	Certifications	Submitted on the Portal
3	Safety Standards Certification	Submitted on the Portal
4	References Form	Submitted on the Portal
5	Schedule of Subcontractors Participation	Submitted on the Portal
6	Sworn Statement Pursuant	Submitted on the Portal
7	Drug-Free Workplace Certificate	Submitted on the Portal
8	Public Enitity Crimes	Submitted on the Portal
9	Suspened Vendor List	Submitted on the Portal
10	Scrutinized List of Prohibited Companies	Submitted on the Portal
11	Additional Data is submitted (Optional)	Attachment A
12	Proof that Firm name is registered with State of Florida	Attachment B
13	Acknowledgement of addendum & submission with ITB	Submitted on the Portal
14	Submit a copy of all Licenses, Certificates, Registrations, Permits etc.	Attachment B
15	Submit 10% bond guarantee, if total exceeds \$50,000	Bond Guarantee
16	Submit any data in reference to Contract Performance	Attachment C
17	Evidence of Insurance	Attachment B



December 6, 2023

Alaina Knofla
Procurement Coordinator

Subject: Proposal for Replacement of Ion Exchange Media for Treatment of PFAS- City of Stuart, FL
2024-101, PFAS Resin Replacement

Dear Ms. Knofla,

Thank you for the opportunity to provide the City of Stuart with our Firm Proposal for the supply and service needed to replace and dispose of ion exchange media.

Aqueous Vets® (AV®) is positioned to successfully support the City of Stuart for this critical potable water project. Our team offers the best in system design and supplies fill media that optimizes hydraulic performance, media usage, and overall operating costs.

AV offers a comprehensive approach to services. Our team has the experience and resources to address your individual needs. We provide on-site media exchange services, spent media transportation, off-site reactivation or disposal, technical support, and a full line of quality certified activated carbons, ion exchange resins and other medias selected for your individual treatment needs.

Within this proposal you will find the following which was also submitted in the online portal:

- Clarifications
- Scope of Work
- Ion Exchange Media Cut Sheet – See Attachment A
- Licenses, Bonds, Insurance – See Attachment B
- CCRK Specifications – See Attachment C
- Technical Qualifications & Project Team – See Attachment D

AV offers our proven combination of experience, quality of treatment systems, filtration media, and services. We look forward to working with you on this project. Please do not hesitate to contact us with any questions or requirements for additional information.

Sincerely,

Geoffrey Burdick, P.E

Southeast Sales & Business Development Engineer

Phone: (704) 798-2721

gburdick@aqueousvets.com



Scope of Work – Resin Changeout

Date Prepared: December 6, 2023
Project Name: City of Stuart IX Changeout
AV Proposal No.: S23-0002

Prepared For: City of Stuart
Project Location: Stuart, FL
Prepared By: Nick Picozzi

SCOPE BY AQUEOUS VETS

No.	Description	Qty	Unit Price	Total Price
1	Resin Changeout of One Vessels (458CF/ Vessel)	4	\$185,440.64	\$741,762.56
2	Resin Changeout of Two Vessels (458CF/ Vessel)	2	\$368,397.62	\$736,795.24
3	Disposal of Resin in One Vessel	458	\$80.71	\$36,967.32
4	Disposal of Resin in Two Vessels	916	\$56.06	\$51,346.41
Freight to Project Site				Included

- Mobilization of field technicians and service trucks to project site.
- Onsite service time for loading/offloading resin. Services to be provided for 2 or 1 vessels at a time.
- 20 bed volume rinse of resin to be performed on-site
- Food grade washout for trailers.
- Diposal of spent media via incineration
- Per Addendum 8 each vessel will be filled with 458 cubic feet of PSR2+ ion exchange resin, loaded into trailers.
- Transportation and labor.
- Non-hazardous waste disposal with certifiacte of dest.
- Truck will be washed down with hot water.
- Price assumes <3% PFAS, + BTU surcharges if >5000 BTU/lb + Fluorine surcharges if >1000 ppm
- Resin Profile must meet CCRK specifications
- AV can provide a formal quote upon receipt and approval of a waste profile.

SCOPE BY OTHERS

- All building and regulatory permits.
- Open access to site and equipment location.
- Open clearance around system(s) for completion of service.
- Water source at 60 psi to fill media trailer prior to slurry loading.
- All system operations and connections required prior to field technician arrival at the jobsite.
- Any replacement gaskets, vessel disinfection, or bacterial testing.
- Any other items not specifically identified by Aqueous Vets.

PROFESSIONAL and COMMERCIAL TERMS

VALIDITY: Pricing is valid for 90 days from the date of this Proposal.
PAYMENT TERMS: 100% on completion of services, net 30 days.
SHIPPING TERMS: FOB shipping point, with full freight allowed to jobsite.
TAXES & FEES: The purchase price does not include any sales or similar taxes unless otherwise noted. Aqueous Vets shall not be responsible for any additional fees, tariffs, duties, or increased enacted by governmental agencies.

This Proposal is subject to the Terms and Conditions at <http://aqueousvets.com/mfg-terms-conditions.html> , which form an integral part of this Proposal. Such Terms and Conditions will govern any transaction resulting from this Proposal. Any contract resulting from this Proposal is made subject to prior acceptance by Aqueous Vets. All orders are subject to prior credit approval.

Buyer's Signature indicates acceptance of this Proposal and Seller's Terms and Conditions referred to above.

Signature

Print Name

Date

Thank you for your business!



Clarifications

AV will provide the services requested with the following clarifications to the specification:

- Pricing assumes waste profile <3% PFAS. Surcharge will be added if BTU are a greater than 5000 BTU/lb. Surcharge will also be added if Fluorine is greater than 1000 ppm.
- Resin Profile must meet CCRK specifications.
- AV will provide a formal quote upon receipt and approval of a waste profile.



Attachment A

- Media Cut Sheet



Product Data Sheet

AmberLite™ PSR2 Plus Ion Exchange Resin

Drinking Water-grade, Uniform Particle Size, Gel, Strong Base Anion Resin for Selective Perchlorate Removal

Description

AmberLite™ PSR2 Plus Ion Exchange Resin is a strong base anion exchange resin for the selective removal of perchlorate and per- and polyfluoroalkyl substances (PFAS) from potable water.

The resin offers exceptional selectivity for perchlorate and a high affinity for PFAS. The physical characteristics of AmberLite™ PSR2 Plus, a gel resin with a uniform particle size, afford high operating capacity and lower pressure losses compared to conventional perchlorate removal resins.

Applications

- Potable water treatment
 - Perchlorate removal
 - Per- and polyfluoroalkyl substances (PFAS) removal

Typical Properties

Physical Properties

Copolymer	Styrene-divinylbenzene
Matrix	Gel
Type	Strong base anion
Functional Group	Tri-n-butyl amine
Physical Form	White to yellow, translucent, spherical beads

Chemical Properties

Ionic Form as Shipped	Cl ⁻
Total Exchange Capacity	≥ 0.7 eq/L
Water Retention Capacity	25 – 35%

Particle Size [§]

Particle Diameter	700 ± 50 µm
Uniformity Coefficient	≤ 1.1
< 300 µm	≤ 1%

Stability

Whole Uncracked Beads	≥ 95%
Friability	
> 200 g/bead	≥ 90%

Density

Shipping Weight	840 g/L
-----------------	---------

§ For additional particle size information, please refer to the [Particle Size Distribution Cross Reference Chart](#) (Form No. 45-D00954-en).

Suggested Operating Conditions

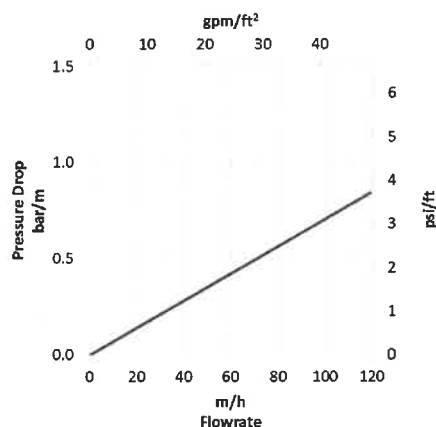
Maximum Operating Temperature	60°C (140°F)
pH Range	0 – 14

Hydraulic Characteristics

Estimated pressure drop for AmberLite™ PSR2 Plus Ion Exchange Resin as a function of service flowrate at 20°C (68°F) is shown in Figure 1. These pressure drop expectations are valid at the start of the service run with clean water. Estimated pressure drop at other water temperatures can be calculated with the provided equations.

Figure 1: Pressure Drop

Temperature = 20°C (68°F)



For other temperatures use:

$$P_T = P_{20^\circ\text{C}} / (0.026T_C + 0.48)], \text{ where } P \equiv \text{bar/m}$$

$$P_T = P_{68^\circ\text{F}} / (0.014T_F + 0.05)], \text{ where } P \equiv \text{psi/ft}$$

Conditioning and Limits of Use

AmberLite™ PSR2 Plus Ion Exchange Resin is suitable for use in potable water applications ¹ after an initial commissioning pretreatment at ambient temperature.

¹ Please confirm the regulatory approval in your specific country of use.

Product Stewardship

DuPont has a fundamental concern for all who make, distribute, and use its products, and for the environment in which we live. This concern is the basis for our product stewardship philosophy by which we assess the safety, health, and environmental information on our products and then take appropriate steps to protect employee and public health and our environment. The success of our product stewardship program rests with each and every individual involved with DuPont products—from the initial concept and research, to manufacture, use, sale, disposal, and recycle of each product.

Customer Notice

DuPont strongly encourages its customers to review both their manufacturing processes and their applications of DuPont products from the standpoint of human health and environmental quality to ensure that DuPont products are not used in ways for which they are not intended or tested. DuPont personnel are available to answer your questions and to provide reasonable technical support. DuPont product literature, including safety data sheets, should be consulted prior to use of DuPont products. Current safety data sheets are available from DuPont.

Please be aware of the following:

- **WARNING:** Oxidizing agents such as nitric acid attack organic ion exchange resins under certain conditions. This could lead to anything from slight resin degradation to a violent exothermic reaction (explosion). Before using strong oxidizing agents, consult sources knowledgeable in handling such materials.

Regulatory Note

These products may be subject to drinking water application restrictions in some countries; please check the application status before use and sale.

Have a question? Contact us at:

www.dupont.com/water/contact-us

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Attachment B

- Florida Business License
- Evidence of Insurance
- Bond Guarantee



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
AQUEOUS VETS, LLC

Filing Information

Document Number M23000007014
FEI/EIN Number 47-2950249
Date Filed 05/31/2023
State CA
Status ACTIVE

Principal Address

16761 CLEAR CREEK RD.
REDDING, CA 96001

Mailing Address

16761 CLEAR CREEK RD.
REDDING, CA 96001

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 N. CALHOUN ST., STE. 4
TALLAHASSEE, FL 32301

Authorized Person(s) Detail

Name & Address

Title AP

CRAW, ROBERT G
16761 CLEAR CREEK RD.
REDDING, CA 96001

Title PCEO

CRAW, ROBERT G
16761 CLEAR CREEK RD.
REDDING, CA 96001

Title MBR

BCDI AV ACQUISITION, INC.
200 CLARENDON ST.
BOSTON, MA 02116

Annual Reports

No Annual Reports Filed

Document Images

[05/31/2023 -- Foreign Limited](#)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2023

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

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

PRODUCER Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Affinity PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): E-MAIL ADDRESS: ADPTotalSource@marsh.com INSURER(S) AFFORDING COVERAGE INSURER A: AIU Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 19399
INSURED ADP TotalSource DE IV, Inc. 5800 Windward Parkway Alpharetta, GA 30005 L/C/F: Aqueous Vets, LLC 16761 CLEAR CREEK RD Redding, CA 96001		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	X	WC 034280836 CA	07/01/2023	07/01/2024 PER X STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for Aqueous Vets, LLC paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER AS RESPECTS OF JOB PERFORMED BY Aqueous Vets, LLC AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

Aqueous Vets, LLC 16761 CLEAR CREEK RD Redding, CA 96001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jo Phillips</i>
--	--

ACORD 25 (2016/03)

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BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 07/01/2023 12:01 AM forms a part of Policy No. WC 034280836 CA

Issued to

ADP TotalSource DE IV, Inc.
5800 Windward Parkway
Alpharetta, GA 30005
L/C/F:
Aqueous Vets, LLC

16761 CLEAR CREEK RD
Redding, CA 96001

By AIU Insurance Company

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be __% of the total estimated workers compensation premium for this policy.

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS

WC 04 03 61
(Ed. 11/90)

Countersigned by _____



Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
12/06/2023

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
INSURED AqueoUS Vets, LLC 16761 Clear Creek Road Redding, CA 96001	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Ascot Specialty Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC # 45055	

COVERAGES**CERTIFICATE NUMBER:** W31308922**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		ENPL2110000618-02	12/30/2022	12/30/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
		MED EXP (Any one person) \$ 25,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N	N/A			PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			E.L. EACH ACCIDENT \$		
	If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - EA EMPLOYEE \$		
				E.L. DISEASE - POLICY LIMIT \$		

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

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

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ACORD 25 (2016/03)

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SR ID: 25079650

BATCH: 3235484

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

AqueoUS Vets, LLC
16761 Clear Creek Road
Redding, CA 96001

OWNER:

(Name, legal status and address)

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441
Mailing Address for Notices
605 Highway 169 North, Suite 800
Plymouth, MN 55441

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

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

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

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

2024-101, PFAS Resin Replacement

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

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

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

Signed and sealed this 6th day of December, 2023.


(Witness)


(Witness) Joshua Sanford

AqueoUS Vets, LLC

(Principal)

(Seal)

By: 
(Title) Secretary and VP

Atlantic Specialty Insurance Company

(Surety)

(Seal)

By: 
(Title) Rebecca Josephson, Attorney-in-Fact





Power of Attorney

Surety Bond No: Bid Bond

Principal: AqueoUS Vets, LLC

Obligee: City of Stuart

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Rebecca Josephson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

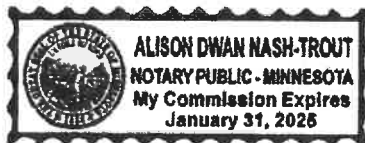
STATE OF MINNESOTA
HENNEPIN COUNTY



By


Paul J. Brehm, Senior Vice President

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



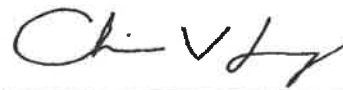


Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 6th day of December, 2023.





Christopher V. Jerry, Secretary



Attachment C

CCRK Specifications

CCRK Specification

AV will provide the service requested assuming the waste meets the following specification:

- Bromine less than 0.5 percent
- BTU less than 1,000/lb
- BULK SPECIFICATIONS
- Chlorine less than 1 percent
- Debris, no dimension greater than 3 inches, no large metal
- DRUM SPECIFICATION:
- Flash Point > 140 F
- Fluorine less than 0.5 percent
- Iodine less than 0.5 percent
- LEL < 10%
- Mercury limited to 10 ppm maximum
- Metals within normal feed limits
- No air or water reactives
- No large metal pieces (rebar)
- No pesticides/level A or B requirements
- No reactive cyanides
- No reactive sulfides
- Non-tacky flow-able solids
- Palletized material maximum dimensions 4'x4'x4'
- PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
- PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
- Sodium, Potassium, Magnesium, Phosphorus less than 0.5 percent
- Source of PCB < 50 ppm
- Sulfur less than 1 percent



Attachment D

Technical Qualifications & Project Team



Technical Qualifications

AV®'s Leadership and Project Management Teams' experience supplying large-sized LGAC and Ion Exchange (IX) systems for treatment of water using activated carbon and IX resin technology rivals that of any other large industry supplier. AV's project management and delivery team (previously key managers of US Filter, Siemens, and Evoqua) has more than 150 years of combined direct experience designing, fabricating and installing large field erected systems for the treatment of groundwater, process water and wastewater.

Our team members have been responsible for the design and installation of more than 500 Municipal well head systems over the course of 25 years and have introduced owners to leading vessel designs that have now become industry standards. **Our prior innovations are likely the basis of design for your project.**

- **California Manufactured** — Our dedicated facility in Redding, CA is **capable of fabricating and delivering the required pressure filter systems within the time frame required by our clients.** We also fabricate header pipe configurations for site-specific needs to reduce system installation time by lowering field costs to the general contractor.
- **Industry-Leading Systems** — Under the leadership of what was then US Filter, the best equipment and media designs were created, setting a precedent and becoming the industry standard in the last 15-20 years. That same team and experience is in place with AV and **we are ready to deliver the best in equipment design and innovation, production, installation and quality control in use today.**
- **California Class A General Engineering Contractor** – AV is a CA General Engineering Contractor (license number 1089449). Our clients can benefit from our design and fabrication capabilities while lowering installation costs by using our experienced field-service crews.

AV is a proven provider of high-quality bulk activated carbons and IX media applications, as well as offering turnkey media exchange services. Offering a wide range of products to address environmental purification needs, AV supplies filter media products and provided services meeting stringent industry standards (AWWA & NSF 61).

Overview

An experienced professional with over 30 years in the water, wastewater and environmental industries providing treatment technologies and services, Mr. Crow has held progressive responsibilities from field services manager, branch operations manager, regional manager to regional business manager of leading national firms.

Mr. Crow's knowledge base includes municipal and industrial water and wastewater treatment systems, underground water conveyance infrastructure, filtration and treatment media applications, and environmental treatment and control systems.

He has managed operations, services, and marketing functions during his career roles as field services manager, branch manager and regional business manager. He exercised direct involvement in equipment design, fabrication, installation, and startups. In these roles, he supported and ensured compliance with safety and environmental policies within his areas of responsibilities.

Mr. Crow has held positions of increasing responsibilities at several nationally prominent firms serving various industries for their water and wastewater treatment, underground infrastructure systems and environmental compliance requirements including: Underground Solutions Inc., Purolite, and Siemens/US Filter Corporation. As a founder of Aqueous Vets, he exercises direct responsibility for all critical aspects of business consistent with his majority ownership and role as President and CEO.

Education

He holds a BA in Environmental Studies supplemented by coursework in contracts/negotiations, environmental regulations, health and safety, and business development/marketing.

Mr. Crow is a veteran having served overseas in the United States Army with the 2nd Armored Division receiving an honorable discharge upon completion of this service.

Aqueous Vets® – President

- Responsible for critical aspects of the business, both strategic as well as day to day operations.
- Responsible for contract execution and all major financial transactions and agreements.
- Responsible for key client management, market development, and proposal/bid approvals.
- Manages representation agreements with nationally recognized technology partners in drinking water treatment process equipment and systems.
- Directed the establishment of our manufacturing operations in Redding, CA during 2016 to support our designed large filtrations systems for municipal well water treatment.

Relevant Past Experience

Underground Solutions, Inc. – Western Regional Business Leader

- Responsible for western region business development, project execution and P&L performance for Northern/Southern California, Nevada, Hawaii, and the US Pacific territories

- Provided subject matter expertise as it relates to pipeline design for owners and regional consulting engineering firms for potable water, reclaim water and sanitary sewer piping systems

US Filter – Western Regional Manager

- Responsible for municipal water treatment systems and service program throughout Arizona, California, Oregon, Washington, and Hawaii.
- Directed re-design and modernization of capital systems from small skid mounted to large field erected systems. This includes the design and introduction of the external septa underdrain for GAC and Ion Exchange vessels
- Responsible for the design, manufacturing, installation and commissioning of pressure vessel systems for LGAC, Ion Exchange, and other medias for the municipal and industrial water markets. System design included solutions for VOCs, TPH, DBCP/EDB, TOC, Arsenic, Chrome VI, and Perchlorate.

Overview

Neal Megonnell has over 33 years of experience in the activated carbon industry, including escalating positions of technical and managerial responsibility. Most recently, Mr. Megonnell served as the Global Sales Director for Puragen Activated Carbons. He is a member of the American Water Works Association Activated Carbon Committee, a voting member of the ASTM D28 Activated Carbon Committee, as well as several other industry related groups and committees. Neal spent many years of his career in R&D and has published multiple papers and holds two patents related to activated carbon.

Education

Mr. Megonnell holds a BS in Chemistry from the University of Pittsburgh, an MS in Chemical Engineering, and an MS in Colloids, Polymers, and Surfaces, both from Carnegie Mellon University.

Aqueous Vets[®] - Vice President, Technical Services

- Provide technical support and development for both current and emerging activated carbon applications
- Lead the specification, global sourcing and procurement of activated carbon and ion exchange resin in support of treatment systems and their operation.
- Develop and deliver technical presentations for consulting engineers, water utilities and regulatory agencies.
- Involvement in industry organizations to provide input and recommendations regarding development of new testing standards and innovative treatment applications.

Relevant Past Experience

Jacobi Carbons, Inc. - Worldwide Technical Director Pittsburgh, PA/Leigh, UK

- Responsible for all technical aspects of the organization including R&D and Technical Support.
- Supervised twelve direct reports globally.
- Instituted adsorption models to assist sales and significantly decreasing the technical support turnaround time.
- Developed application questionnaires to improve technical support.

Calgon Carbon Corporation - Corporate Technical Sales Specialist – Municipal Market Manager, Pittsburgh, PA

- Responsible for direct sales in the personnel protection market areas.
- Responsible for product technical support, market strategy, and product management in the brewing and bottling market.
- Support all activated carbon technical sales in areas such as drinking water, wastewater, air purification, and catalysis.
- Responsible for programming and updating mathematical adsorption models.
- Responsible for formulation and implementation of strategy in the Municipal Drinking Water and Odor Control Markets.

Calgon Carbon Corporation - Sales Engineer, Pittsburgh, PA

- Responsible for sales support in various market areas such as brewing, bottling, drinking water, wastewater, air purification, and catalysis.
- Responsible for programming and updating mathematical adsorption models.

Overview

Richard (Bo) Botteicher is an experienced, analytical business leader with sales and marketing, operational, project management, engineering, and P&L experience that has worked to build products, services, and brands in the water and wastewater markets of North America over the last 20+ years. Mr. Botteicher's in-depth organizational management experience allows him to leverage a full commercial view of a project and each of the project participants. Mr. Botteicher strives to consistently deliver complete water contaminant removal systems, integrated into a client's infrastructure, with a focus on mutual project success.

Education and Certifications

Mr. Botteicher holds a BS in Civil Engineering from Bucknell University, and a Professional Engineering license in Colorado.

Aqueous Vets® - Director of Project Management

- Mr. Botteicher Leads the Project Execution team for delivery of projects and systems for Aqueous Vets.
- Mr. Botteicher manages design and project engineering for contaminate removal systems, field and existing system service, and waterworks projects.

Relevant Past Experience:

General Manager – Aegion Corporation (Poway, California)

- Responsible for the new installation and underground rehabilitation infrastructure product and service businesses for Aegion, including specialty piping and fiber reinforced composites for underground infrastructure use.
- Included full profit and loss responsibility for the managed business units for the company.

Product Engineer – Underground Solutions, Inc. (Denver, Colorado)

- Increasing roles of responsibility with a specialty water and wastewater piping product manufacturer and supplier, including design support, product engineering and management, sales and marketing, and project management.
- Extensive product support for sales, marketing, manufacturing, operations, field installation, and project delivery.

Water and Wastewater Design Consultant – Design/Project Engineer and Project Manager (Denver, Colorado)

- Increasing roles of responsibility with water and wastewater design consulting, including design, engineering, and project management.
- Companies included Hook Engineering, Rocky Mountain Consultants, Tetra Tech, Brown and Caldwell, and Lithos Engineering.

Overview

Mr. Perry has more than 30 years of industry experience in the design, manufacturing, maintenance, and installation of water filtration and treatment systems. He has performed or overseen every aspect of system manufacture resulting in his position as facility manager responsible for producing both large field erected and smaller standard treatment systems.

His extensive knowledge base includes manufacturing of large water treatment systems including vessels and complex piping configurations. He has direct experience in the fabrication of both water and vapor treatment vessels ranging up to 15-foot diameter including code rated pressure vessels. He is knowledgeable with all welding/fabrication processes (SMAW, GMAW, SAW, OA and GTAW), surface preparation methods, application of various coatings and integrity/quality assurance testing (DFT, blast profile, voids/holidays, adhesion). He also is well versed in development of procedures to support modifications/assembly while ensuring accuracy of fabrication and schedules.

Mr. Perry works closely with clients to ensure that expectations are met or exceeded. He oversees all aspects of the fabrication process to ensure that cost effectiveness, manufacturability, quality, and safety requirements are attainable in the production process through to completion. He manages resources and material both internal and external to meet delivery schedules consistent with client requirements.

He maintains the highest standards for safety. Under his direct oversight his facility achieved a 10-year award for no "Lost Time Accidents". He has developed, maintained and enforced safety policies for both manufacturing and installation locations by using JSAs, LPO, etc. This includes program training, tailgate safety, training for job sites in accordance with job site requirements. He has worked closely with clients and all stakeholders in ensuring safe outcomes for all projects. He received a certification in Industrial Technology and maintains certifications for safety.

Aqueous Vets[®] – Manufacturing Manager

- Responsible for manufacturing and installation of water filtration systems.
- Works closely with vessel fabricators to ensure excellent QA/QC prior to delivery and acceptance.
- Responsible for supervising Redding manufacturing facility employees and field installation crews.
- Oversight of facility and job site safety and compliance.

Relevant Past Experience

Siemens Water Technologies – Manufacturing Manager

- 30+ years of experience in design, manufacturing, maintenance, and installation of water treatment systems.
- Managed secondary vessel fabrication facility involving all assembly welding, surface preparation, and pipe/vessel coating.
- Performed in house and on-site inspections utilizing industry test methods.
- Supervised all manufacturing facility employees as well as field installation crews.
- Installed over 500 systems over 20 years throughout California and Hawaii.
- Worked closely with clients and state, regional and local agencies and regulators to ensure project compliance and success.
- Established relationship with vessel fabricators to ensure excellent QA/QC prior to acceptance.
- Responsible for facility as well as job site safety and compliance; received 10-year award for no "Lost Time Accidents".



INVITATION TO BID
2024-101
PFAS RESIN REPLACEMENT

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

RELEASE DATE: October 23, 2023

DEADLINE FOR QUESTIONS: November 8, 2023

RESPONSE DEADLINE: November 15, 2023, 2:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Stuart
INVITATION TO BID
PFAS Resin Replacement

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

Attachments:

A - Exhibit

1. Advertisement

CITY OF STUART

2024-101

PFAS Resin Replacement

Advertisement

The City encourages E-Bidding through OpenGov Procurement at

<https://procurement.opengov.com/portal/stuartfl>. PFAS Resin Replacement will be received by the City of Stuart at the Procurement Office, 301 SE Ocean Blvd, Suite 204 Stuart, Florida, 34994, until Wednesday, November 15, 2023 at 2:30 pm.

A Non-Mandatory pre-bid meeting will be held at 1002 SE Palm Beach Road Stuart, Florida 34994 at 10:00 am, Wednesday, November 1, 2023.

If submitting via mail than please submit an original, two (2) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive must be submitted in sealed envelopes/packages addressed to Purchasing Division, City of Stuart, and marked "2024-101, PFAS Resin Replacement. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened

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

Mail/Overnight/Hand Deliver Submittal Responses to:

Stuart City Hall

Procurement Office

301 SE Ocean Blvd

Suite 204

Stuart, Florida 34994

Mark outside of envelope: 2024-101, PFAS Resin Replacement

Published: Monday, October 23, 2023

2. Introduction

2.1. Summary

The City encourages E-Bidding through OpenGov at <https://www.cityofstuart.us/565/Procurement-Portal> . Bids for the removal and disposal, via EPA approved incineration, of resin and the purchase and installation of DOWEX™ PSR2 Plus Resin used in connection with PFAS, at the City's Water Treatment Facility, will be received by the City of Stuart at the Procurement Office, 301 SE Ocean Blvd Suite 204 Stuart, Florida 34994, until November 15th, 2023 at 2:30 P.M. **(NO OTHER RESINS WILL BE CONSIDERED)**

2.2. Contact Information

Alaina Knofla

Procurement Coordinator
301 SE Ocean Blvd, Suite 204
Stuart, FL 34994-2172
Email: aknofla@ci.stuart.fl.us
Phone: [\(772\) 288-5320](tel:(772)288-5320)

Department:

Utilities and Engineering

2.3. Timeline

Release Project Date	October 23, 2023
Pre-Proposal Meeting (Mandatory)	November 1, 2023, 10:00am 1002 SE Palm Beach Road Stuart, Florida 34994
Question Submission Deadline	November 8, 2023, 4:00pm

Proposal Submission Deadline	November 15, 2023, 2:30pm Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 236 562 197 309 Passcode: HpgRV4 Download Teams Join on the web Or call in (audio only) +1 872-242-8065,,917426783# United States, Chicago Phone Conference ID: 917 426 783#
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3. Instructions to Bidders

3.1. Submittal

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

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

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

It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement Office, 301 SE Ocean Blvd Suite 204, Stuart, Florida 34994, not later than 2:30 pm, on the day and date shown above. Any received after this date and time will not be accepted or considered and will be returned unopened to the bidder. No telegraphic or facsimile offers will be considered.

3.2. City Representative

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

Alaina Knofla

Procurement Coordinator

aknofla@ci.stuart.fl.us

(772) 288-5320

3.3. Bid Opening

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

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 236 562 197 309

Passcode: HpgRV4

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 872-242-8065](tel:+18722428065), [917426783#](tel:+18722428065) United States, Chicago

Phone Conference ID: 917 426 783#

3.4. [Withdrawal of Bids](#)

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

3.5. [Protest](#)

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

3.6. [Questions and Answers](#)

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

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

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

3.7. [Addenda](#)

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

3.8. [Delivery](#)

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

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

3.9. Right to Reject

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

3.10. Miscellaneous

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

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

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

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

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

Bids may be received up to but not later than Wednesday, November 15, 2023 at 2:30 pm via the City's e-Procurement Portal located at <https://secure.procurenow.com/portal/stuartfl>. The City's e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City of Stuart strongly recommends completing your response well ahead of the deadline.

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

4. General Information

4.1. Delays

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

4.2. Qualification Submission and Withdrawal

The City will receive all proposals at the following addresses:

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

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

Stuart City Hall

Procurement Office

301 SE Ocean Blvd, Suite 204

Stuart, Florida 34994

To facilitate processing, please mark the outside of the envelope as follows: 2024-101 **"PFAS Resin Replacement"** The envelope shall also include the bidder's return address.

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

THE CITY MUST RECEIVE ALL BIDS BY

2:30 pm ON Wednesday, November 15, 2023

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

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

public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

4.3. Addenda

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

4.4. Equal Opportunity

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

4.5. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

payment. Contractor shall furnish Owner and Engineer with evidence satisfactory to Owner of the continuation of such insurance at final payment and again one year thereafter, so that Owner is assured of such continuing coverage.

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

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

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

4.6. Public Entity Crimes

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

4.7. Suspended Vendor

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

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

4.8. Assignment & Subcontracting

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

4.9. Public Records

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

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

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at mkindel@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL 34994 per F.S. 119.0701.

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

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

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

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

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

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

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

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

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

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

4.10. Licenses

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

4.11. Business Tax Receipt

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

4.12. Other Governmental Entities

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

4.13. Contract Amendment

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

4.14. Non Exclusive Contract

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

4.15. Estimated Quantities

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

4.16. Default

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

4.17. Background Information

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

4.18. Competency of Respondents

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

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

5. Scope of Work

5.1. PURPOSE

The purpose of this bid is to seek qualified licensed general contractors and/or OEM's to provide all equipment, materials and labor to replace and dispose of existing media and install DOWEX™ PSR2 Plus Resin into existing four (4) ion exchange vessels in accordance with the manufacturer's recommendations used in connection with PFAS removal at the City's Water Treatment Facility. All resins must be NSF approved for drinking water. The contractor must flush and disinfect the vessels before and after the resin has been placed in the ion exchange vessels in accordance with ANSI/AWWA C651 Standards for Disinfecting Water Mains. Passing bacteriological sampling results must be received prior to placing the vessels back in service. The Contractor shall provide all necessary equipment and supplies to replace media in accordance with media manufacturers standards and requirements. Media removed, from the vessels, shall be removed from the site the same day. Contractor shall be responsible for transporting removed media from the site via watertight containers to an EPA approved incineration site. A certificate of destruction must be provided prior to final payment, for services, by the City.

5.2. LIQUIDATED DAMAGES

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

5.3. START OF WORK AND TIME FOR COMPLETION

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

5.4. SITE INSPECTION

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

B. The contractor is to verify to his own satisfaction the figures appearing in these specifications. The Zone5 Mill/Overlay and Point Repairs project, as described, at the prices proposed on the proposal form. After award, no extra charge or compensation will be allowed by the City as a result of differences

between actual materials and labor, unless by reason of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to acts of God or neglect of any other contractor.

5.5. EQUIPMENT

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

5.6. INSPECTION AND DIRECTION

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

5.7. INVOICING AND PAYMENT

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

5.8. BUSINESS OPERATIONS

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

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

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

5.9. PUBLIC SAFETY AND CONVENIENCE

In the Contractor's use of streets and parking lots for the work to be done under these specifications, he/she shall conform to all Municipal, County, State and federal laws and regulations as applicable. The Contractor shall at all times so conduct his/her work so as to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all

stages of work, and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property, in a manner satisfactory to the Public Works Director or appointed designee. There shall be no obstruction of the travel lanes between the hours of 7:00-9:00 am and 4:00-6:00 pm without approval from the Public Works Director or designee.

5.10. PROTECTION OF PROPERTY

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a satisfactory, workmanlike manner. The Contractor shall at all times guard against damage or loss to the property of the City of Stuart, including but not limited to safeguard sidewalks, curbing, road surfaces and motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the Contractor and shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor. The City of Stuart may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or their agents.

5.11. TIME OF STARTING WORK

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

5.12. BOND GUARANTEE

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

5.13. PAYMENT & PERFORMANCE BONDS

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

5.14. ACCESSIBILITY STANDARDS

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

5.15. SUSPENSION OF WORK DUE TO WEATHER

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

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

5.16. CONTRACTOR'S UNDERSTANDING

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

5.17. SUBCONTRACTOR

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

5.18. SITE INSPECTION

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

- B. A Non-Mandatory Pre-Bid Meeting will be held on Tuesday, March 11, 2021 at 10:30 AM at the City's Water Treatment Facility located at 1002 SE Palm Beach Road, Stuart, Florida 34994.
- C. The contractor is to verify to his own satisfaction the figures appearing in these specifications. The Per-Fluorinated Treatment System, as described, at the prices proposed on the proposal form. After award, no extra charge or compensation will be allowed by the City as a result of differences between actual materials and labor, unless by reason of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to acts of God or neglect of any other contractor.

5.19. EQUIPMENT

All equipment to be utilized by the successful bidder to perform the installation of the resins in the per-fluorinated treatment system vessels must be approved by the Utilities & Engineering Director; or his designee. The contractor specifically agrees to remove and replace any resin judged by the City to be poorly installed.

5.20. INSPECTION AND DIRECTION

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

5.21. INVOICING AND PAYMENT

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

5.22. START OF WORK AND TIME FOR COMPLETION

It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a proposal response, successful respondent agrees to start the work within ten (10) days of issuance of Notice to Proceed. All performance of the Contract Work shall be completed within **sixty (30) calendar days** of the date of issuance of the NTP. Commencement of the Contract Work by the Contractor shall be deemed a waiver of the NTP and shall constitute the date of commencement for the purpose of the completion deadline.

5.23. PUBLIC SAFETY AND CONVENIENCE

In the Contractor's use of streets and parking lots for the work to be done under these specifications, he/she shall conform to all Municipal, County, State and federal laws and regulations as applicable.

The Contractor shall at all times so conduct his/her work so as to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of work, and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property, in a manner satisfactory to the Utilities and Engineering Director or appointed designee.

There shall be no obstruction of the travel lanes between the hours of 7:00-9:00 am and 4:00-6:00 pm without approval from the Utilities and Engineering Director or designee.

5.24. PROTECTION OF PROPERTY

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a satisfactory, workmanlike manner.

The Contractor shall at all times guard against damage or loss to the property of the City of Stuart, including but not limited to safeguard sidewalks, curbing, road surfaces and motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the Contractor and shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor. The City of Stuart may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or their agents.

5.25. TIME OF STARTING WORK

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

5.26. BONDS

A. BOND GUARANTEE:

A proposal guarantee must be submitted with the proposal, **if the total amount proposed exceeds \$50,000**. The bond shall be in an amount equal to ten percent (10%) of the total amount. The guarantee may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, a Cashier's Check or a Certified Check (checks made payable to The City of Stuart). Purpose of the proposal guarantee is to assure the apparent low, responsive and responsible bidder will enter into a contract to

provide the described services. Should the bidder not enter into a contract the proposal guarantee shall be retained by the City to defray the additional costs of either awarding to the second low, responsive and responsible bidder or re-advertise and re-solicit the project.

B. PAYMENT & PERFORMANCE BONDS:

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

5.27. ACCESSIBILITY STANDARDS

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

5.28. LIQUIDATED DAMAGES

The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one hundred dollars (\$100.00) for each and every day, which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty.

The party of the first part is hereby authorized to deduct the said sum (as specified above) from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

5.29. SUSPENSION OF WORK DUE TO WEATHER

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

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

5.30. CONTRACTOR'S UNDERSTANDING

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

5.31. SUBCONTRACTOR

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

6. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	DOWEX™ PSR2 Plus Resin (Vessel)	600	Cubic Foot		
TOTAL					

7. Vendor Questionnaire

7.1. [Proposal Checklist](#)

Please download the below documents, complete, and upload.

- [Checklist.pdf](#)

7.2. [Certification*](#)

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

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

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

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

☐ Please confirm

*Response required

7.3. [Safety Standards Certification*](#)

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

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

*Response required

7.4. [References Form*](#)

Please download the below documents, complete, and upload.

- [Refernces Form.pdf](#)

*Response required

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

Please download the below documents, complete, and upload.

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

*Response required

7.6. [Sworn Statement Pursuant to Section 287.133\(3\)\(a\)*](#)

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

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

*Response required

7.7. [Drug-Free Workplace Certification*](#)

Please download the below documents, complete, and upload.

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

*Response required

7.8. [Public Entity Crimes*](#)

Please download the below documents, complete, and upload.

- [Public Entity Crimes .pdf](#)

*Response required

7.9. [Suspended Vendor List*](#)

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

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

Please identify your legal company name here:

*Response required

7.10. [Scrutinized List of Prohibited Companies List*](#)

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

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

Please identify your legal company name here:

*Response required

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

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

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

*Response required



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/10/2024

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

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

PRODUCER Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Affinity PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): E-MAIL ADDRESS: ADPTotalSource@marsh.com INSURER(S) AFFORDING COVERAGE INSURER A: Illinois National Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 23817
INSURED ADP TotalSource DE IV, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Aqueous Vets, LLC 5349 Highway Ave. Jacksonville, FL 32254		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 034274994 FL	07/01/2023	07/01/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

All worksite employees working for Aqueous Vets, LLC paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Aqueous Vets, LLC is an alternate employer under this policy.
Project #: 2024-101, Project Name: PFAS Resin Replacement 1002 SE Palm Beach Road, Stuart, Florida 34994

CERTIFICATE HOLDER

City of Stuart, Florida
121 SW Flagler Avenue
Stuart, FL 34994

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jo Phillips

ACORD 25 (2016/03)

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CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 3/11/2024

Prepared by: Alaina Knofla

Title of Item:

AWARD OF ITB #2024-104: GATEWAY AND DISTRICT SIGNAGE (RC):

RESOLUTION No. 28-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF ITB #2024-104, GATEWAY AND DISTRICT SIGNAGE TO THE LOWEST, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$178,900.00 TO A. THOMAS CONSTRUCTION, INC. OF FORT PIERCE, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

In 2019, the CRA plan was amended and identified the need for updating and replacing major gateway signage for entrances into the city. Additionally, the need for comprehensive gateway signage would include district signage for a sense of arrival into downtown or special districts.

In 2020, the CRB and CRA boards approved the budget to solicit a professional service to create signage that establishes a design theme for new signs in the public realm.

Two signage families were developed, including the "Wave" themed and "Sailfish Abstract" concept. The public outreach process was undertaken by the consultant and staff and involved stakeholders meeting with Downtown Business Association, MainStreet and the Creek District. The first survey was conducted in April 2021. More than 500 people responded to the online survey. The poll results concluded that 66% of the respondents liked the "Wave" themed concept.

In July 2021, the CRA board recommended developing an additional option that is more traditional and embraces the community's historical character and identity. An additional traditional family signage option was developed and included in the second online survey. More than 700 people responded to the online survey. The second poll results concluded that 60% of the respondents preferred the same "Wave" themed concept while 20% of the respondents preferred the "Traditional" design.

In April 2022, the board directed staff to include the two design concepts submitted by the local artists in the online survey for feedback. The consultant and staff worked with the selected artists to develop alternative signage exhibits that are consistent with the style of the previously developed signage options. The third survey included the "Wave" theme, "Intertwined Wave" and "Sailfish Cutout" design concepts. More than 600 persons responded to the online survey. The third poll results concluded that 42% of the respondents preferred the "Wave" themed concept while 33% of the respondents preferred the "sailfish cutout" design concept.

In August 2022, the CRA board recommended approval of the "Wave" themed concept (see attached).

The work will consist of fabrication, engineering, and installation of five (5) district signs and four (4) "Downtown Stuart" gateway signs with artwork. The sign location map is attached for your reference.

Please note that the proposed four (4) horizontal "Welcome" monument signs and locations require FDOT review and approval. Currently, the proposed locations along Federal Highway and Kanner Highway are in review for FDOT permitting. Only one location is within the CRA and the other three locations are in

the city limits.

The solicitation was advertised in the Palm Beach Post on January 12, 2024, and released concurrently, by OpenGov Procurement and Demandstar, who simultaneously notified one thousand seven hundred and seventy (1,770.00) potential bidders. There were forty-two (42) plan holders, and eight (8) issued bid packages for this project. Four (4) bids were received on the bid opening date and time of 2:30 pm. January 4, 2024.

The CRA Department reviewed references and recommended awarding the lowest responsive, responsible bidder, for the total of \$178,900.00.

Funding Source:

107-59591-117

Recommended Action:

Motion to adopt Resolution No 28-2024

ATTACHMENTS:

1. R28-2024, ITB# 2024-104, Gateway and District Signage
2. Stuart Monument Signage Family_Page_1
3. Sign Location Map



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

RESOLUTION 28-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF ITB #2024-104, GATEWAY AND DISTRICT SIGNAGE TO THE LOWEST, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$178,900.00 TO A. THOMAS CONSTRUCTION, INC. OF FORT PIERCE, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City entered into the competitive Invitation to Bid process in order to solicit qualified general contractors to submit bids for construction of Gateway and District Signage, and seeks to award a bid to the lowest responsible bidder.

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

SECTION 1: The City Commission of the City of Stuart hereby approves the award of ITB #2024-104: Gateway and District Signage to A. Thomas Construction, Inc., with authorization to execute final contract subsequent to review and approval by the City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 28-2024
Approve Award of ITB #2024-104: Gateway and District Signage

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 11th day of March, 2024.

ATTEST:

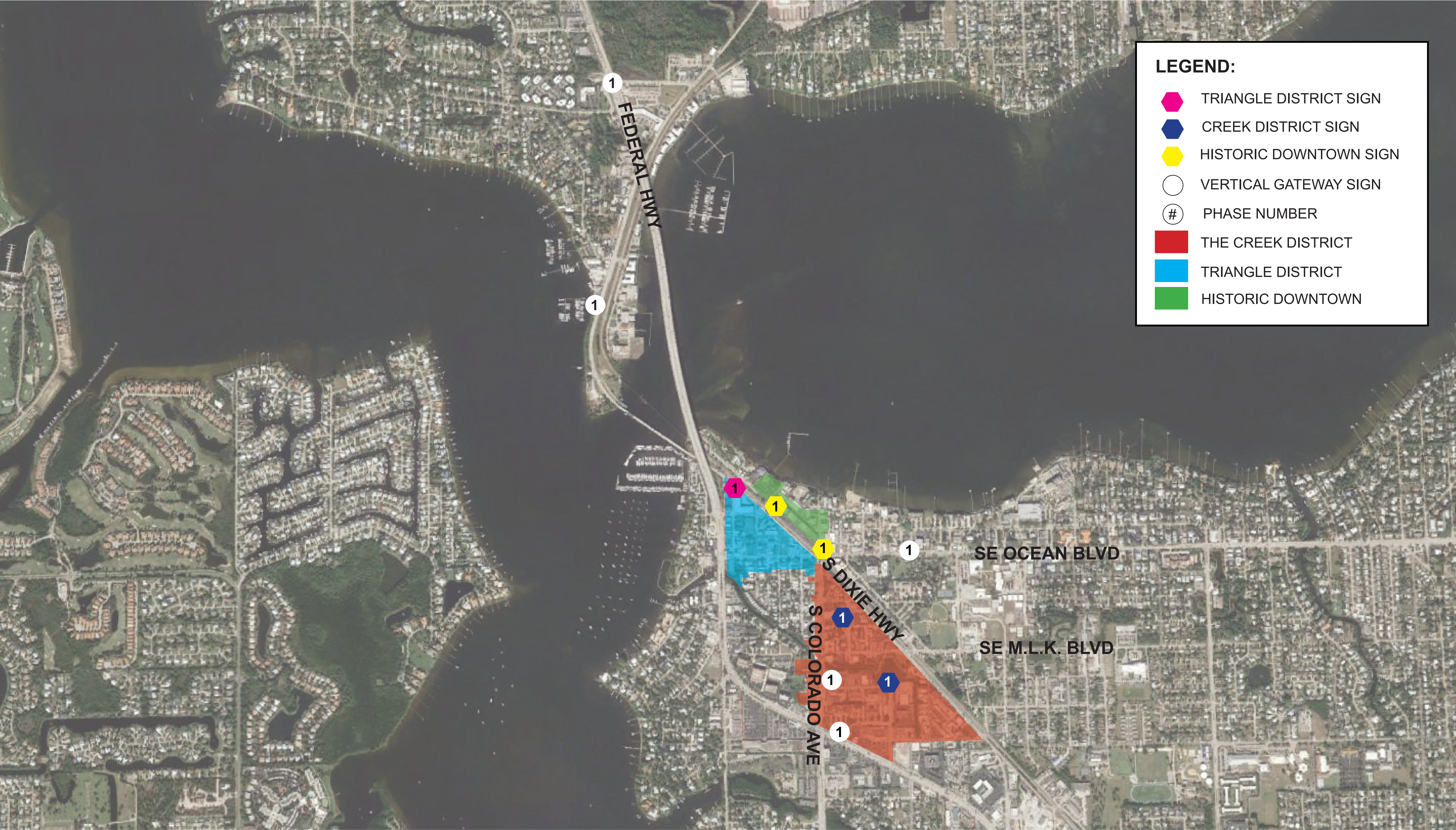
MARY R. KINDEL
CITY CLERK

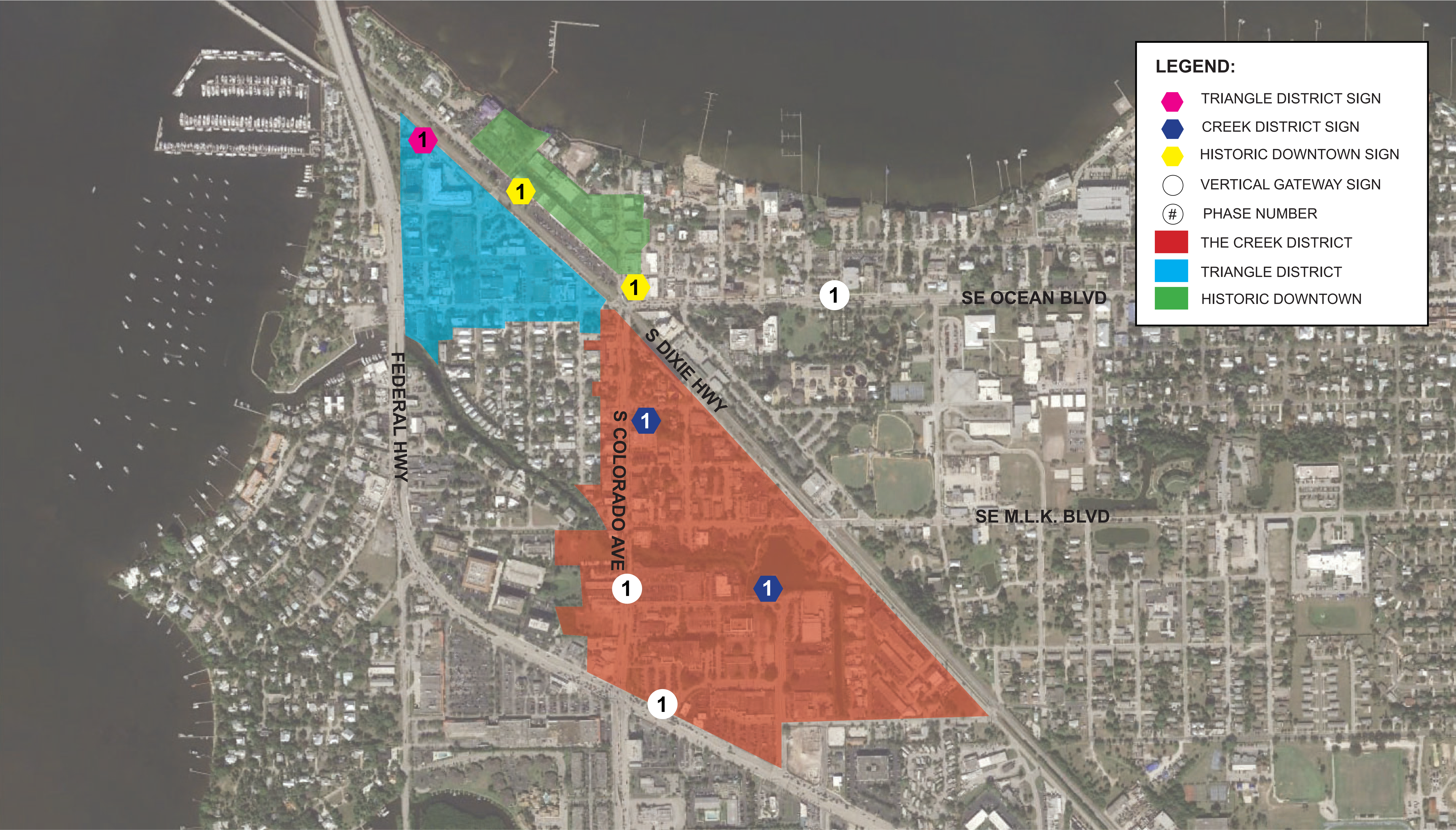
REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY





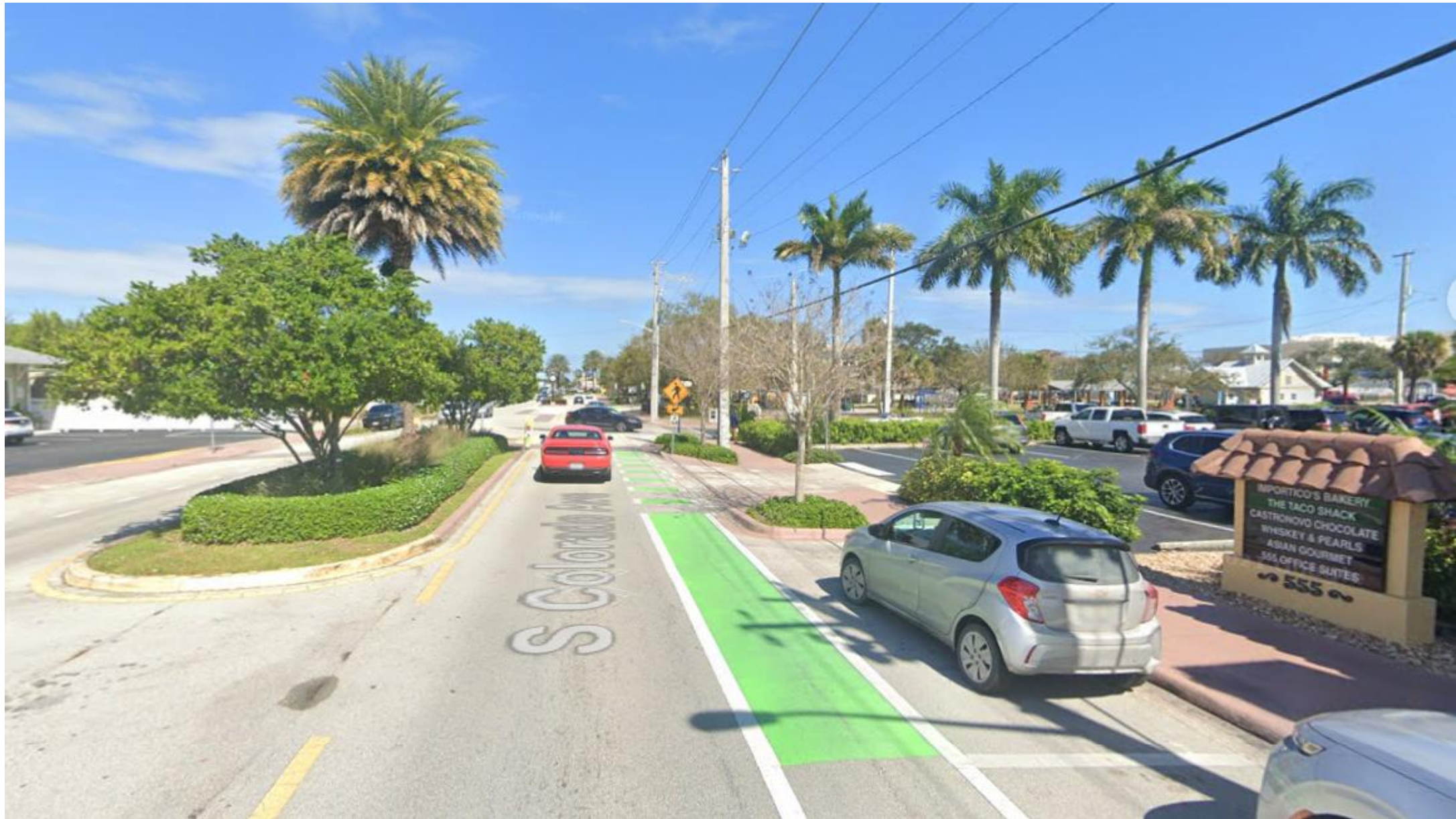


LEGEND:

-  TRIANGLE DISTRICT SIGN
-  CREEK DISTRICT SIGN
-  HISTORIC DOWNTOWN SIGN
-  VERTICAL GATEWAY SIGN
-  PHASE NUMBER
-  THE CREEK DISTRICT
-  TRIANGLE DISTRICT
-  HISTORIC DOWNTOWN



TRIANGLE DISTRICT SIGN LOCATION
ALONG NW DIXIE HWY, WEST OF SW ALBANY AVE



THE CREEK DISTRICT SIGN LOCATION
WITHIN THE MEDIAN ALONG S COLORADO AVE SOUTH OF SE 5TH ST



VERTICAL GATEWAY SIGN LOCATION
ALONG THE NORTH SIDE OF SE FEDERAL HWY
(FINAL LOCATION TO BE DETERMINED)

incorporate as part
of redevelopment
project



HISTORIC DOWNTOWN DISTRICT SIGN LOCATION
SW ST LUCIE AVE SE OF FEC
(WITHIN FEC LEASE AREA, LOCATION MAY CHANGE)



THE CREEK DISTRICT SIGN LOCATION
WEST OF THE KINDRED TRAM STOP IN BETWEEN THE FIRST TWO
OAK TREES TO THE EAST OF THE STOP



VERTICAL GATEWAY SIGN LOCATION
ALONG THE WEST SIDE OF NW DIXIE HWY JUST SOUTH OF THE
ALLIED MARINE (LOCATION REQUIRES EASEMENT WITH OWNER)



HISTORIC DOWNTOWN DISTRICT SIGN LOCATION
ALONG THE ROUNDABOUT NEAR THE INTERSECTION OF SE OCEAN
BLVD AND S COLORADO AVE

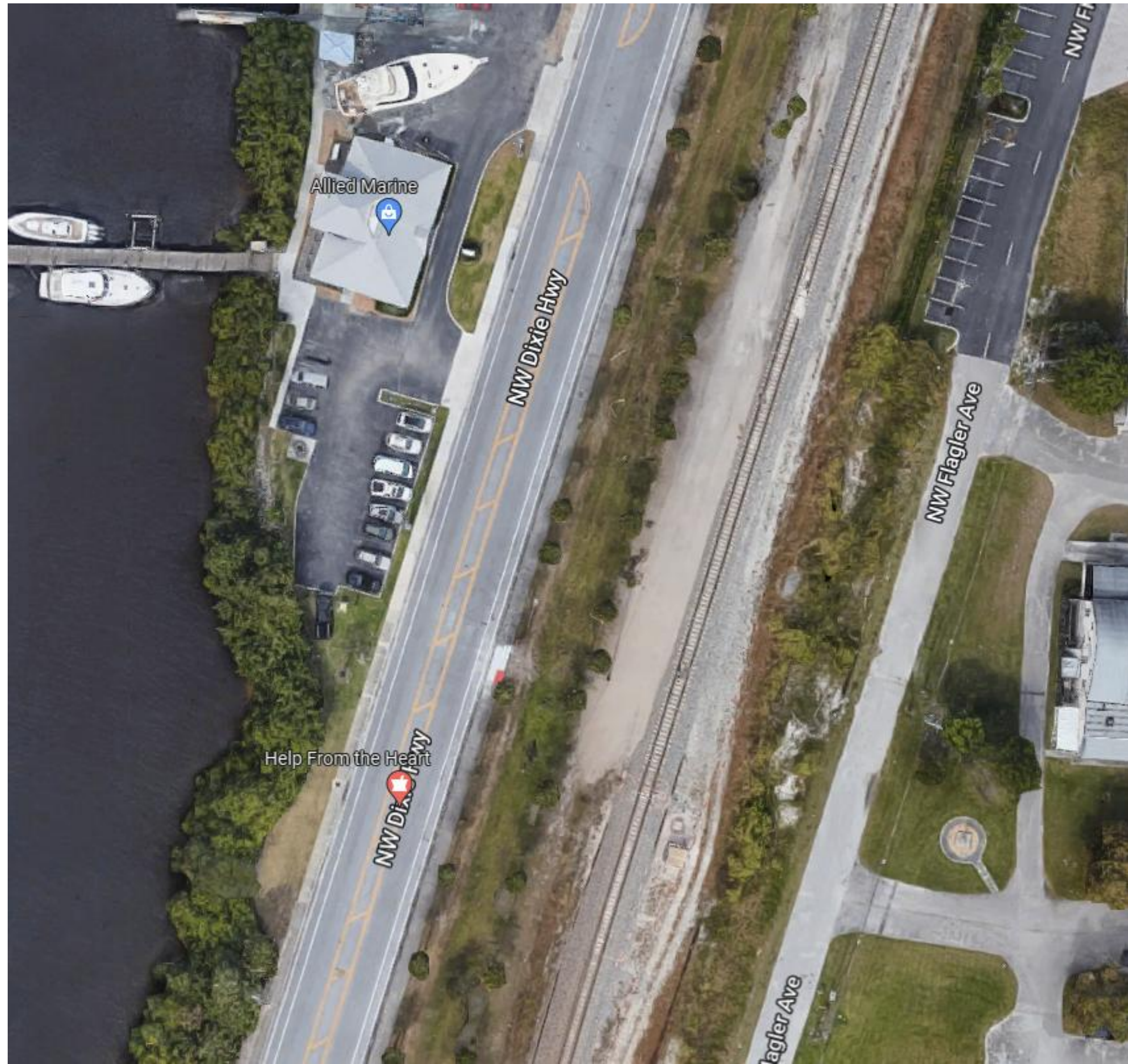


VERTICAL GATEWAY SIGN LOCATION
WITHIN THE MEDIAN REPLACING THE EXITING STATUE ALONG S
COLORADO AVE JUST NORTH OF SE KINDRED ST



VERTICAL GATEWAY SIGN LOCATION
ALONG THE WEST SIDE OF NW FEDERAL HWY

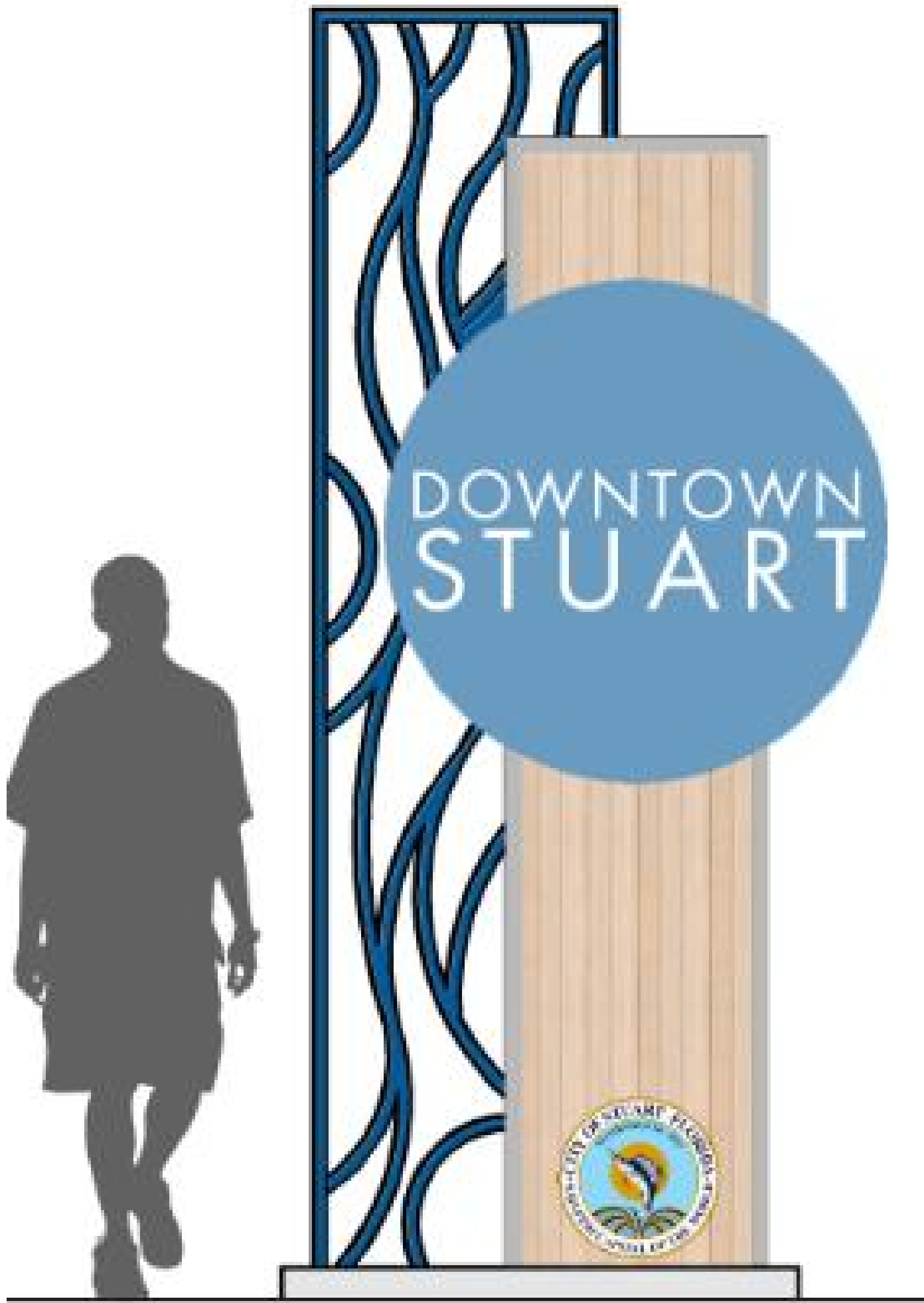
Requires FDOT
permit - in review



VERTICAL GATEWAY SIGN LOCATION
ALONG THE WEST SIDE OF NW DIXIE HWY JUST SOUTH OF THE
ALLIED MARINE (LOCATION REQUIRES EASEMENT WITH OWNER)



APPROXIMATE LOCATION AND SIZE OF SIGN EASEMENT



VERTICAL GATEWAY SIGN

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

Meeting Date: 3/11/2024

Prepared by: Michelle Vicat

Title of Item:

TRANSPORTATION IMPACT FEES BY MARTIN COUNTY (RC):

RESOLUTION No. 30-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING THE CITY MANAGER TO SIGN ADMINISTRATIVE AGREEMENTS FOR THE USE OF TRANSPORTATION IMPACT FEES BY MARTIN COUNTY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

On November 11, 2022, the County and City executed a Memorandum of Understanding for the Expenditure of Transportation Impact Fees collected within the City's municipal boundaries. In accordance with Section 2.a. of the MOU, the City Manager provided the County Administrator with its Annual Transportation Improvement List that identified the new traffic signal and turn lanes on NW Dixie Highway at NW Alice Street as a priority as well as a new traffic signal and dual left turn lanes on SE Indian Street at SE Willoughby Boulevard ("the Project") as a priority. In accordance with Section 2.b. of the MOU, the County Administrator confirmed that the projects are eligible for funding.

Funding Source:

Transportation Impact Fees collected from developments within the City's Municipal Boundaries

Recommended Action:

Approve

ATTACHMENTS:

1. Admin Agrmt Dixie_Alice
2. Admin Agrmt Indian_Willoughby
3. R30-2024 Authorization to sign Admin Agreements for Transportation Impact Fees

**Administrative Agreement for the Use of Transportation Impact Fees
by the City of Stuart**

This **Administrative Agreement for the Expenditure of Transportation Impact Fees** ("Agreement") is made and entered into this _ day of _____, 2023 by and between **Martin County**, a political subdivision of the State of Florida ("County") whose address is 2401 SE Monterey Road, Stuart, FL 34996, and the **City of Stuart**, a Florida municipal corporation ("City") whose address is 121 SW Flagler Avenue, Stuart, FL 34994. County and City may be referred to individually as a "Party" or collectively as "Parties."

WHEREAS, on November 11, 2022, the County and City executed a Memorandum of Understanding for the Expenditure of Transportation Impact Fees collected within the City's municipal boundaries ("MOU");

WHEREAS, in accordance with Section 2.a. of the MOU, the City Manager provided the County Administrator with its Annual Transportation Improvement (ATI) List that identified the new traffic signal and turn lanes on NW Dixie Highway at NW Alice Street ("the Project") as a priority;

WHEREAS, in accordance with Section 2.b. of the MOU, the County Administrator confirmed that the Project is eligible for funding with TIF collected from developments within the City's Municipal Boundaries;

WHEREAS, the City Manager and the County Administrator have agreed the Project will be managed by the City using such TIFs;

WHEREAS, the County has agreed to fund the Project costs and expenses from TIF up to an amount not to exceed \$484,470; and

WHEREAS, in accordance with all applicable Federal, State, and City requirements, the City will: select and contract a Design Engineer for the Project; obtain bids, utilizing a unit price and quantity bid document; award a Contract for the goods and services required for the construction of the Project; and select and contract for Construction Engineering and Inspection (CEI) for the Project.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into this Agreement.

2. Terms of the Project

- a. The City will, in accordance with Section 287.055, Fla. Stat., Consultant's Competitive Negotiations Act ("CCNA"), as well as City policies, solicit Requests for Qualifications for a Design Engineer. If required for the design of the Project, the County will provide one representative for the City's CCNA compliant selection committee.

- b. The Project shall be implemented in accordance with the plans to be developed by the Design Engineer, which will be submitted for the County Engineer's review and then, following County Engineer's approval, will be made a part this Agreement as Exhibit "1".
- c. If the Project is proposed on a County road, the City acknowledges that a Right-of-way Use Permit is required and the City agrees that the Project will be designed and constructed in full compliance with County's Land Development Regulations and the County's Standard Details for Road & Site Construction and Public Facilities.
- d. If required for the design of the Project, the City will advertise bids, utilizing a unit price and quantity bid document, for the goods and services required for the construction of the Project and will award a contract to the lowest responsible, responsive bidder in accordance with all applicable Federal, State, and City procurement laws and regulations.
- e. The City will, in accordance with CCNA as well as City policies, solicit Requests for Qualifications for Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the PROJECT. If required for the CEI of the Project, the County will provide one representative for the City's CCNA compliant selection committee.
- f. The County acknowledges and agrees that it will provide TIF to the City for the Project up to an amount not to exceed four hundred eighty-four thousand, four hundred, and seventy dollars (\$484,470), which represents the estimated costs associated with the Project. Prior to the City's issuance of a Notice to Proceed to the Contractor or for CEI services, the City shall provide the total contract amount for the Design Engineer, the total amount of the successful Bid Award, including a fifteen percent (15%) contingency, and the full negotiated contract amount for CEI services (final amount) to the County. Should the total amount of the Design Engineer, Bid Award, contingency, and CEI services exceed the amount identified in this paragraph, then an amendment to this Agreement shall be required.
- g. The County agrees to provide TIF for such final amount of the Project to City. The City agrees to place TIF designated for the Project in a separate account from which invoices for the Project shall be paid.
- h. The City shall promptly review all Contractor's invoices submitted in connection with the Project and either approve or disapprove in accordance with the Florida Prompt Payment Act §218.70 et. seq Fla. Stat.
- i. The Parties agree that all change orders requested by the Contractor, shall be submitted to the City by the Contractor. City shall promptly review such change order request and if approved, the City shall issue such change order to the Contractor. City agrees to be solely responsible for the total cost of any such change order that exceeds the 15% contingency originally provided to the City by the County for the Project.
- j. The Parties agree to hold project monthly meetings with the Contractor at its own expense.

- k. The Project Manager for the City is Public Works Director, Milton Leggett, 121 SW Flagler Avenue, Stuart, FL 34994, (772) 288-5341, mleggett@ci.stuart.fl.us. The Project Manager for the County is Traffic Project Manager, James Hardee, 2401 SE Monterey Road, Stuart, FL 34996, (772) 288-5470, jhardee@martin.fl.us.
3. **Dispute Resolution.** Disputes under this Agreement may be resolved by the County's Authorized Representative and the City's Authorized Representatives. If such Authorized Representatives are unable to reach a resolution and the Parties agree that the issue is of sufficient merit, the Parties may select a mediator mutually acceptable to both Parties to conduct a mediation of the issues involved and make a recommendation to both Parties. The Parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each Party.
 4. **Notices.** Any formal notice, request, approval, or other communications shall be sent to the Parties at the address listed above.
 5. **Term and Termination.** This Agreement shall be effective for the duration of the Project.
 6. **Entire Agreement.** It is understood and agreed that this MOU contains the complete understanding and agreement of the Parties. No stipulation, agreement, or understanding shall be valid or enforceable unless contained in this MOU. No representations or statements made by any employees, agents, or representatives of either Party shall be binding on either Party as a warranty or otherwise, except as expressly set forth herein. This MOU may not be amended unless agreed as such in writing by both Parties.
 7. **Indemnification.** Each Party agrees, subject to monetary limitations contained in Section 768.28, Florida Statutes, to indemnify, defend, and hold the other harmless from all litigation, legal actions, legal proceedings, claims, demands, arbitrations, liabilities, costs, expenses, losses, fines, penalties, damages, awards, settlements, and fees (including, but not limited to, reasonable attorneys' fees, paralegal's fees, litigation costs through all trial and appellate levels and any costs and disbursements related thereto) which arise, result from or are in any way caused by, the construction, condition, use, repair or maintenance of the property by the Party or by that Party's officers, directors, employees, agents, contractors, subcontractors, vendors, licensees, grantees, members, or invitees, unless solely caused by that Party's negligence. It is the intent of the Parties that neither Party shall not be liable pursuant to this indemnification provision to pay a claim or judgment by any one person or entity for loss, cost, or expense, including attorneys' and paralegals' fees and court costs at all trial and appellate levels for any amount in excess of \$200,000, or any claim or judgment, which when totaled with all other claims or judgments arising out of the same incident or occurrence, exceeds the sum of \$300,000 and that the foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in s. 768.28, Florida Statutes.
 8. **Sovereign Immunity.** The Parties agree that nothing contained in this Agreement or related documents shall be considered a waiver of either Parties' sovereign immunity, whether by contract or law. Nothing contained herein shall affect nor is intended to affect the limited waiver of sovereign immunity provided and monetary limits set forth in s. 768.28, Florida statutes, or any successor law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers the day, month, and year aforesaid.

CITY OF STUART, FLORIDA

A Florida municipal corporation

By: _____ Date ____ _
Mike Mortell, City Manager

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

A political subdivision of the State of Florida

By: _____ Date ____ _
Don G. Donaldson, P.E., CFM, County Administrator

Administrative Agreement for the Use of Transportation Impact Fees by Martin County

This **Administrative Agreement for the Expenditure of Transportation Impact Fees** ("Agreement") is made and entered into this ____ day of _____, 2023 by and between **Martin County**, a political subdivision of the State of Florida ("County") whose address is 2401 SE Monterey Road, Stuart, FL 34994, and the **City of Stuart**, a Florida municipal corporation ("City") whose address is 121 SW Flagler Avenue, Stuart, FL 34994. County and City may be referred to individually as a "Party" or collectively as "Parties."

WHEREAS, on November 11, 2022, the County and City executed a Memorandum of Understanding for the Expenditure of Transportation Impact Fees collected within the City's municipal boundaries ("MOU");

WHEREAS, in accordance with Section 2(a) of the MOU, the City Manager provided the County Administrator with its Annual Transportation Improvement (ATI) List that identified the new traffic signal and dual left turn lanes on SE Indian Street at SE Willoughby Boulevard ("the Project") as a priority;

WHEREAS, in accordance with Section 2(b) of the MOU, the County Administrator confirmed that the Project is eligible for funding with TIF collected from developments within the City's Municipal Boundaries;

WHEREAS, the City Manager and the County Administrator have agreed the Project will be managed by the County using such TIFs;

WHEREAS, the County has agreed to fund Project costs and expenses from TIF up to an amount not to exceed \$912,440; and

WHEREAS, in accordance with all applicable Federal, State, and County requirements, the County will: select and contract a Design Engineer for the Project; obtain bids, utilizing a unit price and quantity bid document; award a Contract for the goods and services required for the construction of the Project; and select and contract for Construction Engineering and Inspection (CEI) for the Project.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into this Agreement.

2. Terms of the Project

- a. The County will, in accordance with Section 287.055, Fla. Stat., Consultant's Competitive Negotiations Act ("CCNA"), as well as County policies, solicit Requests for Qualifications for a Design Engineer. If required for the design of the Project, the City will provide one representative for the County's CCNA compliant selection committee.

- b. The Project shall be implemented in accordance with the plans to be developed by the Design Engineer, which will be submitted for the City's Utilities & Engineering Director's review and then, following the City's Utilities & Engineering Director's approval, will be made a part this Agreement as Exhibit "1".
- c. If required for the design of the Project, the County will advertise bids, utilizing a unit price and quantity bid document, for the goods and services required for the construction of the Project and will award a contract to the lowest responsible, responsive bidder in accordance with all applicable Federal, State, and County procurement laws and regulations.
- d. The County will, in accordance with CCNA as well as County policies, solicit Requests for Qualifications for Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the PROJECT. If required for the design of the Project, the City will provide one representative for the County's CCNA compliant selection committee.
- e. The County acknowledges and agrees that it will expend TIF for the Project up to an amount not to exceed nine hundred twelve thousand, four hundred, and forty dollars (\$912,440), which represents the estimated costs associated with the Project. Prior to the County's issuance of a Notice to Proceed to the Contractor or for CEI services, the County shall provide the total contract amount for the Design Engineer, and the total amount of the successful Bid Award, including a fifteen percent (15%) contingency, ~~and the full negotiated contract amount for CEI services~~ (final amount) to the City. Should the total amount of the Design Engineer, Bid Award, and contingency, ~~and CEI services~~ exceed the amount identified in this paragraph, then an amendment to this Agreement shall be required.
- f. The County agrees to place TIF for such final amount of the in a separate account from which invoices for the Project shall be paid.
- g. The County shall promptly review all Contractor's invoices submitted in connection with the Project and either approve or disapprove in accordance with the Florida Prompt Payment Act §218.70 et. seq Fla. Stat.
- h. The Parties agree that all change orders requested by the Contractor, shall be submitted to the County by the Contractor. County shall promptly review such change order request and if approved, the County shall issue such change order to the Contractor. County agrees to be solely responsible for the total cost of any such change order that exceeds the 15% contingency originally provided for the Project.
- i. The Parties agree to hold project monthly meetings with the Contractor at its own expense.
- j. The Project Manager for the City is Public Works Director, Milton Leggett, 121 SW Flagler Avenue, Stuart, FL 34994, (772) 288-5341, mleggett@ci.stuart.fl.us. The Project Manager for the County is Traffic Operations Manager, Damian ("DR") Bono, 2401 SE Monterey Road, Stuart, FL 34996, (772) 288-5528, dbono@martin.fl.us.

3. **Dispute Resolution.** Disputes under this Agreement may be resolved by the County's Authorized Representative and the City's Authorized Representatives. If such Authorized Representatives are unable to reach a resolution and the Parties agree that the issue is of sufficient merit, the Parties may select a mediator mutually acceptable to both Parties to conduct a mediation of the issues involved and make a recommendation to both Parties. The Parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each Party.
4. **Notices.** Any formal notice, request, approval, or other communications shall be sent to the Parties at the address listed above.
5. **Term and Termination.** This Agreement shall be effective for the duration of the Project.
6. **Entire Agreement.** It is understood and agreed that this MOU contains the complete understanding and agreement of the Parties. No stipulation, agreement, or understanding shall be valid or enforceable unless contained in this MOU. No representations or statements made by any employees, agents, or representatives of either Party shall be binding on either Party as a warranty or otherwise, except as expressly set forth herein. This MOU may not be amended unless agreed as such in writing by both Parties.
7. **Indemnification.** Each Party agrees, subject to monetary limitations contained in Section 768.28, Florida Statutes, to indemnify, defend, and hold the other harmless from all litigation, legal actions, legal proceedings, claims, demands, arbitrations, liabilities, costs, expenses, losses, fines, penalties, damages, awards, settlements, and fees (including, but not limited to, reasonable attorneys' fees, paralegal's fees, litigation costs through all trial and appellate levels and any costs and disbursements related thereto) which arise, result from or are in any way caused by, the construction, condition, use, repair or maintenance of the property by the Party or by that Party's officers, directors, employees, agents, contractors, subcontractors, vendors, licensees, grantees, members, or invitees, unless solely caused by that Party's negligence. It is the intent of the Parties that neither Party shall not be liable pursuant to this indemnification provision to pay a claim or judgment by any one person or entity for loss, cost, or expense, including attorneys' and paralegals' fees and court costs at all trial and appellate levels for any amount in excess of \$200,000, or any claim or judgment, which when totaled with all other claims or judgments arising out of the same incident or occurrence, exceeds the sum of \$300,000 and that the foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in s. 768.28, Florida Statutes.
8. **Sovereign Immunity.** The Parties agree that nothing contained in this Agreement or related documents shall be considered a waiver of either Parties' sovereign immunity, whether by contract or law. Nothing contained herein shall affect nor is intended to affect the limited waiver of sovereign immunity provided and monetary limits set forth in s. 768.28, Florida statutes, or any successor law.

[The remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers the day, month, and year aforesaid.

CITY OF STUART, FLORIDA

A Florida municipal corporation

By: _____ Date _____
Mike Mortell, City Manager

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

A political subdivision of the State of Florida

By: _____ Date _____
Don G. Donaldson, P.E., CFM, County Administrator



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

RESOLUTION NUMBER 30-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENTS WITH MARTIN COUNTY FOR THE USE OF IMPACT FEES BY MARTIN COUNTY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, on November 11, 2022, the County and City executed a Memorandum of Understanding ("MOU") for the Expenditure of Impact Fees collected within the City's municipal boundaries; and

WHEREAS, in accordance with Section 2.a. of the MOU, the City Manager provided the County Administrator with its Annual Transportation Improvement List that identified the new traffic signal and turn lanes on NW Dixie Highway at NW Alice Street as a priority and new traffic signal and turn lanes on NW Dixie Highway at NW Wright Boulevard (collectively referred to as "Projects") as priorities; and

WHEREAS, in accordance with Section 2.b. of the MOU, the County Administrator confirmed that the Projects included herein are eligible for funding with Impact Fees

collected from developments within the City's Municipal Boundaries; and

WHEREAS, the City Manager and the County Administrator have agreed the
Projects will be managed by the City using such the Martin County Impact Fees; and

WHEREAS, in accordance with all applicable Federal, State, and City requirements,
the City will: (a) select and contract a Design Engineer for the Project; (b) obtain bids,
utilize a unit price and quantity bid document; (c) award a Contract for the goods and
services required for the construction of the Projects; and (d) select and contract for
Construction Engineering and Inspection for the Projects.

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

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

SECTION 2: The City Commission approves and authorizes the City Manager to
execute any agreements with Martin County for the use of impact fees related to the
Projects subsequent to review and approval by the City Attorney.

SECTION 3: 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 _____.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

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

Meeting Date: 3/11/2024

Prepared by: Peter Kunen, Yaima Hutchinson

Title of Item:

SUPPORT OF SW PALM CITY ROAD/US 1 INTERSECTION (RC):

RESOLUTION No. 26-2024: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING SUPPORT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION FUNDING FOR ROADWAY RECONSTRUCTION AND THE CONSTRUCTION OF PEDESTRIAN FACILITIES IN THE CITY'S RIGHT-OF-WAY AT THE SW PALM CITY ROAD/US 1 INTERSECTION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

On August 28, 2023, proposed design alternatives were presented to the City of Stuart Commission. After all discussion was completed, a motion was made to recommend Alternative 5 with the Traffic Calming Alternative for the MPO to put on the List of Project Priorities (LOPP). The Florida Department of Transportation requires a resolution of support from the local governing agency when the FDOT will provide funding for the design and construction of a prioritized project in CITY right-of-way.

Funding Source:

N/A

Recommended Action:

Approve Resolution No. 26-2024

ATTACHMENTS:

1. Resolution 26-2024



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

RESOLUTION NUMBER 26-2024

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA AUTHORIZING
SUPPORT OF THE FLORIDA DEPARTMENT OF
TRANSPORTATION FUNDING FOR ROADWAY
RECONSTRUCTION AND THE CONSTRUCTION
OF PEDESTRIAN FACILITIES IN THE CITY'S
RIGHT-OF-WAY AT THE SW PALM CITY
ROAD/US 1 INTERSECTION; PROVIDING AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, it is anticipated that the Martin Metropolitan Planning Organization (MPO) Policy Board will approve a draft list of prioritized projects for the Florida Department of Transportation (FDOT) to include in its Five-Year Work Program, beginning July 1, 2024; and

WHEREAS, the list includes design and construction for roadway reconstruction and the construction of pedestrian facilities for the SW Palm City Road/US 1 intersection; and

WHEREAS, on August 28, 2023, proposed design alternatives were presented to the City of Stuart Commission. After all discussion was completed, a motion was made to recommend Alternative 5 with the Traffic Calming Alternative for the MPO to put on the List of Project Priorities (LOPP); and

WHEREAS, the CITY owns the Palm City Road right-of-way; and

WHEREAS, the Florida Department of Transportation requires a resolution of support from the local governing agency when the FDOT will provide funding for the design and construction of a prioritized project in CITY right-of-way; and

WHEREAS, the City Commission has committed acceptance, operations, and maintenance upon completion of roadway improvements in the SW Palm City Road right-of-way as funded by the FDOT; and

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

SECTION 1: The City Commission hereby supports the Florida Department of Transportation's funding of the design and construction for roadway reconstruction and the construction of pedestrian facilities for the SW Palm City Road/US 1 intersection.

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

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

Meeting Date: 3/11/2024

Prepared by: Michelle Vicat

Title of Item:

SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR CREATION OF THE MARTIN COUNTY METROPOLITAN PLANNING ORGANIZATION (RC):

RESOLUTION No. 29-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING THE MAYOR TO SIGN A SECOND AMENDMENT OF THE INTERLOCAL AGREEMENT FOR CREATION OF THE MARTIN COUNTY METROPOLITAN PLANNING ORGANIZATION ("MPO") ADDING A FIFTH MARTIN COUNTY COMMISSIONER TO THE MPO BOARD; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

On October 23, 2023, the Martin County Metropolitan Planning Organization ("MPO") Policy Board met to review its voting composition and approved a Resolution supporting the submission of the Martin Planning Organization Apportionment Plan. The Board determined that it was appropriate to add a fifth Martin County Commissioner as a voting member which must now be approved by the individual agencies as parties to the Interlocal Agreement, as amended, creating the Martin MPO. Commissioner McDonald is currently serving as Chairperson of the MPO and Commissioner Collins is a voting member. The City representatives can provide additional information if necessary.

Funding Source:

N/A

Recommended Action:

Approve

ATTACHMENTS:

1. DRAFT 2nd Amendment to Inter Agreement for MPO
2. R29-2024 Authorizing the Mayor to sign a 2nd Amendment to MPO Interlocal

**SECOND AMENDMENT TO
INTERLOCAL AGREEMENT FOR CREATION
OF THE MARTIN COUNTY
METROPOLITAN PLANNING ORGANIZATION**

This is a Second Amendment to the Interlocal Agreement for Creation of the Martin County Metropolitan Planning Organization entered into by and among the Florida Department of Transportation [a non-voting member]; Martin County; the City of Stuart; the Town of Sewall's Point; and the Village of Indiantown; collectively known as the "Parties."

RECITALS

WHEREAS, the Parties reaffirm the Interlocal Agreement dated April 7, 2015, as amended on February 7, 2019, except as amended hereby;

WHEREAS, Section 134 Title 23 of the United States Code requires the designation of metropolitan planning organizations (hereinafter "MPO" or "MPOs") in urban areas, as defined by the United States Census Bureau;

WHEREAS, Section 339.175(4)(a), Fla. Stat., requires the Governor to review the composition of the Metropolitan Planning Organizations membership in conjunction with the decennial census;

WHEREAS, Section 134 of Title 23 of the United States Code sets forth membership requirements for MPOs designated for transportation management areas with a population of 200,000 or more residents;

WHEREAS, on October 23, 2023, the Martin MPO Policy Board met to review its voting composition and approved a Resolution supporting the submission of the Martin MPO Apportionment Plan and determined that it was appropriate to add a fifth Martin County Commissioner as a voting member to the Interlocal Agreement, as amended, creating the Martin MPO;

WHEREAS, the signatories to this Amendment hereby ratify and reaffirm the Apportionment Resolution as if fully set forth herein; and,

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

1. Article 4, Section 4.01.(a) Composition and membership of governing board. of the Interlocal Agreement is hereby amended in its entirety and shall be replaced with the following:

ARTICLE 4
COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

- (a) The membership of the MPO shall consist of nine (9) voting representatives and one (1) non-voting advisor(s). The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

<u>Voting</u>		<u>Non-Voting</u>	
Village of Indiantown	1	Florida Department of Transportation	1
Town of Sewall's Point	1		
City of Stuart	2		
Martin County	5		

2. Except as amended above, all other terms and conditions of the Interlocal Agreement shall remain in full force and effect. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment and the Interlocal Agreement the terms and provisions of this Second Amendment shall control.

3. Execution; Effective Date. This Second Amendment may be simultaneously executed in counterparts, each of which so executed shall be deemed to be an original, as such counterparts together shall constitute one and the same instrument and shall become effective upon execution by the Parties hereto on or before _____, 2024.

4. Recording. This Second Amendment shall be recorded in the public records of Martin County, Florida, in accordance with the Florida Interlocal Cooperation Act of 1969, at the expense of the MPO. The recorded original shall be returned to the MPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to the Interlocal Agreement dated April 7, 2015, and amended on February 7, 2019, as amended, to be duly executed on their behalf.

ATTEST:

CITY OF STUART, FLORIDA

Mary R. Kindel, City Clerk

Rebecca S. Bruner, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Lee Baggett, City Attorney

ATTEST:

TOWN OF SEWALL'S POINT

April C. Stoncius, Town Clerk

John Tompeck, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Glen J. Torcivia, Town Attorney

ATTEST:

FLORIDA DEPARTMENT OF
TRANSPORTATION

Witness

Secretary, District 4

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

District 4 General Counsel

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

Harold E. Jenkins II, Chairman

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Sarah W. Woods, County Attorney

ATTEST:

VILLAGE OF INDIANTOWN

LaRhonda McBride, Village Clerk

Susan Gibbs Thomas, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Wade C. Vose, Village Attorney



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

RESOLUTION NUMBER 29-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING THE MAYOR TO SIGN A SECOND AMENDMENT OF THE INTERLOCAL AGREEMENT FOR CREATION OF THE MARTIN COUNTY METROPOLITAN PLANNING ORGANIZATION ("MPO") ADDING A FIFTH MARTIN COUNTY COMMISSIONER TO THE MPO BOARD; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Parties reaffirm the Interlocal Agreement dated April 7, 2015, as amended on February 7, 2019, except as amended hereby; and

WHEREAS, Section 134 of Title 23 of the United States Code requires the designation of metropolitan planning organizations (hereinafter "MPO" or "MPOs") in urban areas, as defined by the United States Census Bureau; and

WHEREAS, Section 339.175(4)(a), Fla. Stat., requires the Governor to review the composition of the MPO's membership in conjunction with the decennial census; and

WHEREAS, Section 134 of Title 23 of the United States Code sets forth membership requirements for MPOs designated for transportation management areas with a population of 200,000 or more residents; and

WHEREAS, on October 23, 2023, the Martin MPO Policy Board met to review its voting composition and approved a Resolution supporting the submission of the Martin

Authorizing the Mayor to sign a Second Amendment to the MPO Interlocal Agreement

MPO Apportionment Plan and determined that it was appropriate to add a fifth Martin County Commissioner as a voting member to the Interlocal Agreement, as amended, creating the Martin MPO; and

WHEREAS, the signatories to this Amendment hereby ratify and reaffirm the Apportionment Resolution as if fully set forth herein;

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

SECTION 1: Article 4, Section 4.01.(a) Composition and membership of governing board of the Interlocal Agreement is hereby amended in its entirety and shall be replaced with the following:

The membership of the MPO shall consist of nine (9) voting representatives and one (1) non-voting advisor(s). The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

<u>Voting</u>		<u>Non-Voting</u>	
Village of Indiantown	1	Florida Department of Transportation	1
Town of Sewall's Point	1		
City of Stuart	2		
Martin County	5		

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 _____.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

City Commission

Meeting Date: 3/11/2024

Prepared by: Mike Mortell

Title of Item:

BINDING LETTER OF DETERMINATION FOR 213 SE ALAMANDA WAY, STUART, FL (RC):

RESOLUTION No. 32-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING THE MAYOR TO EXECUTE A BINDING LETTER OF DETERMINATION FOR 213 SE ALAMANDA WAY, STUART, FL DECLARING THAT LOT 3 WILL BE TREATED AS A LEGAL BUILDABLE LOT IN THE R1A ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Applicants, Stephen Vitale and his son would like a Binding Letter of Determination declaring that the home at 213 SE Alamanda Way, Stuart, Florida which is located on platted lot three shall be treated as a valid buildable lot even though it is currently in the R1A zoning district. Lot 3 is 50 feet wide and the R1A district requires a minimum width of 100. However, the house has been in existence on the Lot since it was originally platted as a valid lot well before the City adopted the R1A zoning district. The Vitale's desire to restore and preserve the current residence that was built on the lot in the late 1920s, but the neighborhood has changed from the original platted lots to a minimum of 100 feet. It is possible to combine lot 3 with other adjacent lots to meet the 100-foot requirement, but the economic impact would result in the need to demolish the historic home. Although there may be other procedures that could be followed to reach the same outcome, time is of the essence. The applicant needs a response from the City before March 15, 2024 or the property could be sold to another buyer and the structure will be razed. The City of Stuart has language in the Comprehensive Plan as well as the Land Development Regulations that is intended to provide the tools for the City Commission to take steps necessary to preserve historic structures.

Section 2-1 of the City Code of Ordinances authorizes the City Commission to provide a binding letter of determination when requested. Policy 3.B1.6 of the Comprehensive plan states that the City shall continue to encourage historic preservation through voluntary means and incentives.

The Vitale's have a long history of historic preservation in Stuart. This binding letter of determination would simply provide authority for the lot to be utilized as a buildable lot so long as all setbacks are met if the current house was destroyed by fire, storm or other act of God. It is not the intention of the Vitale's to raze the structure and the Commission could conditionalize the binding letter to require that the current residence be maintained on the site for a minimum amount of time. The applicant is just seeking some assurance that in the event a catastrophic event destroys the home, that he will be allowed to rebuild on a lot that is less than 7,500 feet and only 50 feet wide. This request is consistent with the City's desire to make accommodations necessary to maintain historic properties.

Funding Source:

N/A

Recommended Action:

Approve

ATTACHMENTS:

1. R32-2024 Authorizing the Mayor to execute a Binding Letter of Determination for 213 SE Alamanda Way
2. 213 SE Alamanda Way agenda



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

RESOLUTION NUMBER 32-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING THE MAYOR TO EXECUTE A BINDING LETTER OF DETERMINATION FOR 213 SE ALAMANDA WAY, STUART, FL DECLARING THAT LOT 3 WILL BE TREATED AS A LEGAL BUILDABLE LOT IN THE R1A ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Stephen Vitale and his son requested a Binding Letter of

Determination from the City declaring that the home at 213 SE Alamanda Way, Stuart, FL which is located on Platted Lot 3 be treated as a valid buildable lot notwithstanding the minimum lot size and street frontage required by the R1A Zoning; and

WHEREAS, Lot 3 is 50 feet wide, and the R1A Zoning District requires a minimum width of 100 feet and a minimum lot size of 7,500 feet. However, when the historic home was constructed, Lot 3 was considered a platted legal lot for the construction of a single family home; and

WHEREAS, The Vitale's would like to restore and preserve the current residence

that was built on the lot in the late 1920's. In order to preserve the historic structure, it is necessary that the lot be deemed conforming to this zoning district; and

WHEREAS, if lot 3 is not treated by the City as a conforming lot in the R1A zoning district, the historic home will be demolished and other parcels will be combined with lot 3 to meet the minimum lot requirements; and

WHEREAS, the applicant has a long history of historic preservation in the City and has demonstrated a commitment to the City that the restoration and preservation of historic properties is treated as the highest priority; and

WHEREAS, Section 2-1 of the City Code of Ordinances authorizes the City Commission to provide a Binding Letter of Determination when requested in addition to Policy 2.B1.6 of the Comprehensive Plan which states that the City shall continue to encourage historic preservation through voluntary means and incentives; and

WHEREAS, the Comprehensive Plan for the City of Stuart encourages the City Commissioners to take steps necessary to preserve and maintain the historic structures throughout the City; and

WHEREAS, the structure is already in existence on lot 3 and the binding letter of determination will secure the future preservation of the structure. Further, the land owner will still be required to meet the setbacks and other requirements for any future construction.

WHEREAS, the City Commission finds that it is in the best interest of the City to deem Lot 3 as a valid buildable lot within the R1A zoning district as this action will not cause

any economic hardship to the neighborhood and it will provide a means to preserve a historic structure.

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

SECTION 1: The City Commission hereby authorizes the Mayor executing a Binding Letter of Determination for 213 SE Alamanda Way, Lot 3 which shall be prepared by the City attorney and included sufficient language to insure that Lot 3 will be exempt from the minimum lot size and width within the R1A zoning district.

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 _____.

ATTEST:

MARY R. KINDEL
CITY CLERK

REBECCA S. BRUNER
MAYOR

Resolution No. 32-2024
Binding Letter of Determination for 213 SE Alamanda Way, LOT 3

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

March 4, 2024

VIA HAND DELIVERY

Michael J. Mortell, City Manager
City of Stuart
121 SW Flagler Ave.
Stuart, FL 34994F

RECEIVED
MAR 04 2024
CITY OF STUART-CITY MGR.

Re: Lot 3, Block 8, in Section One of the St. Lucie Estate Subdivision

Dear Mr. Mortell:

Our firm is representing Christopher Vitale, who currently has the property located at 213 SE Alamanda Way, Stuart, Florida 34996, under contract. The property is identified as Lot 3, Block 8, in Section One of the St. Lucie Estate Subdivision, dated December 5, 1924, and recorded in Plat Book 10, Page 70, of the public records of Martin County (formerly Palm Beach County).

Lot 3 currently has an existing home situated on it that dates back to circa 1920's. It was originally the home of Judge Edward Joseph Smith, who was the first Martin County Judge appointed by Governor John Martin.

Under the current Stuart Comprehensive Plan and Land Development Code the property has a future land use designation of Low Density Residential and a zoning designation of R-1A Single Family-Estate. The minimum lot area for the R-1A zoning district is 10,000 square feet and the minimum lot width is 100 feet. Therefore, because Lot 3 has a width of only 50 feet and a lot area of only 6,499.9 square feet it is considered a non-conforming lot under the existing Land Development Code.

Mr. Vitale would like to preserve and restore the existing home on Lot 3. He and his wife, Bella, intend to move into the house and start their family in this historic section of Stuart. Mr. Vitale is currently working with his father, Steven Vitale, operating the Old Colorado Inn and maintaining numerous historic homes in and around downtown Stuart.

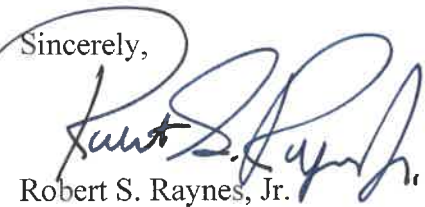
In order to preserve and restore the existing home under the current land use and zoning designations, which allow single family homes, this property needs to be considered a buildable lot. Accordingly, we would respectfully request that this matter be presented to the Stuart City Commission for consideration to designate Lot 3 as a buildable lot under the Stuart Land Development Code.

In furtherance of this request, please find enclosed the following documents:

- A copy of the Plat of Section One of St. Lucie Estates Subdivision, with Lot 3 highlighted;
- Copy of City of Stuart Future Land Use Map with Lot 3 outlined in red;
- Copy of City of Stuart Zoning Map with Lot 3 outlined in red;
- Pictures of the existing home located on Lot 3; and
- Pictures of representative historic homes that Mr. Vitale and his father have restored and maintained.

Please provide us with the amount of any application fee required for this request. We will be glad to remit said application fee prior to the scheduling of this request before the City Commission. Your assistance and cooperation regarding this matter is greatly appreciated. Please do not hesitate to let me know if this is anything else you require.

Sincerely,



Robert S. Raynes, Jr.
RSR/kmb

cc: Lee Baggett (via email: lbaggett@ci.stuart.fl.us)

THE PLAT

SECTION ONE
ST. LUCIE ESTATES SUBDIVISION

OF
PART OF GOVT. LOTS 3 AND 4 IN SEC. 3, TWP. 38 S. R. 14 E.
ST. LUCIE PALM BEACH COUNTY FLORIDA

SCALE 50'-1"

This is a True Copy of the Original Plat of Record of ST. LUCIE ESTATES SUBDIVISION
PLAT BOOK 10, PAGE 10, PALM BEACH COUNTY, FLORIDA, NOV. 1927.

State of Florida
County of Palm Beach

KNOW ALL MEN BY THESE PRESENTS that the undersigned, the St. Lucie Estates Inc.
a corporation created and existing under the laws of the State of Florida are the owners of the tract of land
herein shown being part of Govt. Lots 3 and 4 in Sec. 3, Township 38 South, Range 14 East containing 20 Acres more or less, and have caused
the same to be surveyed and platted and do hereby dedicate to the perpetual use of the public the streets, avenues and ways herein shown
signed sealed and delivered in the presence of

State of Florida
County of Palm Beach

Before me personally appeared Carroll Dunacomb and Gerald J. O'Reilly to me well known to be
the persons who executed the foregoing instrument and who acknowledged to me and before me that they executed the same for the uses
and purposes herein expressed.

IN WITNESS WHEREOF I have hereunto set my hand and affix my official seal this Tenth day of Nov.
A.D. 1927 at Stuart, Florida.

RIVER

Subscribed and sworn to before me this 10th day of Nov. 1927
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 843

ST. LUCIE ESTATES INC.
by *Carroll Dunacomb* President
and *Gerald J. O'Reilly* Secretary

State of Florida
County of Palm Beach
This instrument was filed for
Record at 5:55 P.M. this 15th day of Nov.
1927 and duly recorded on the 15th day of
November 1927 in Book 10, at Plate
on Page 10. Attest
Notary Public
CLERK CIRCUIT COURT
BY *John A. Seigler*
DEPUTY CLERK

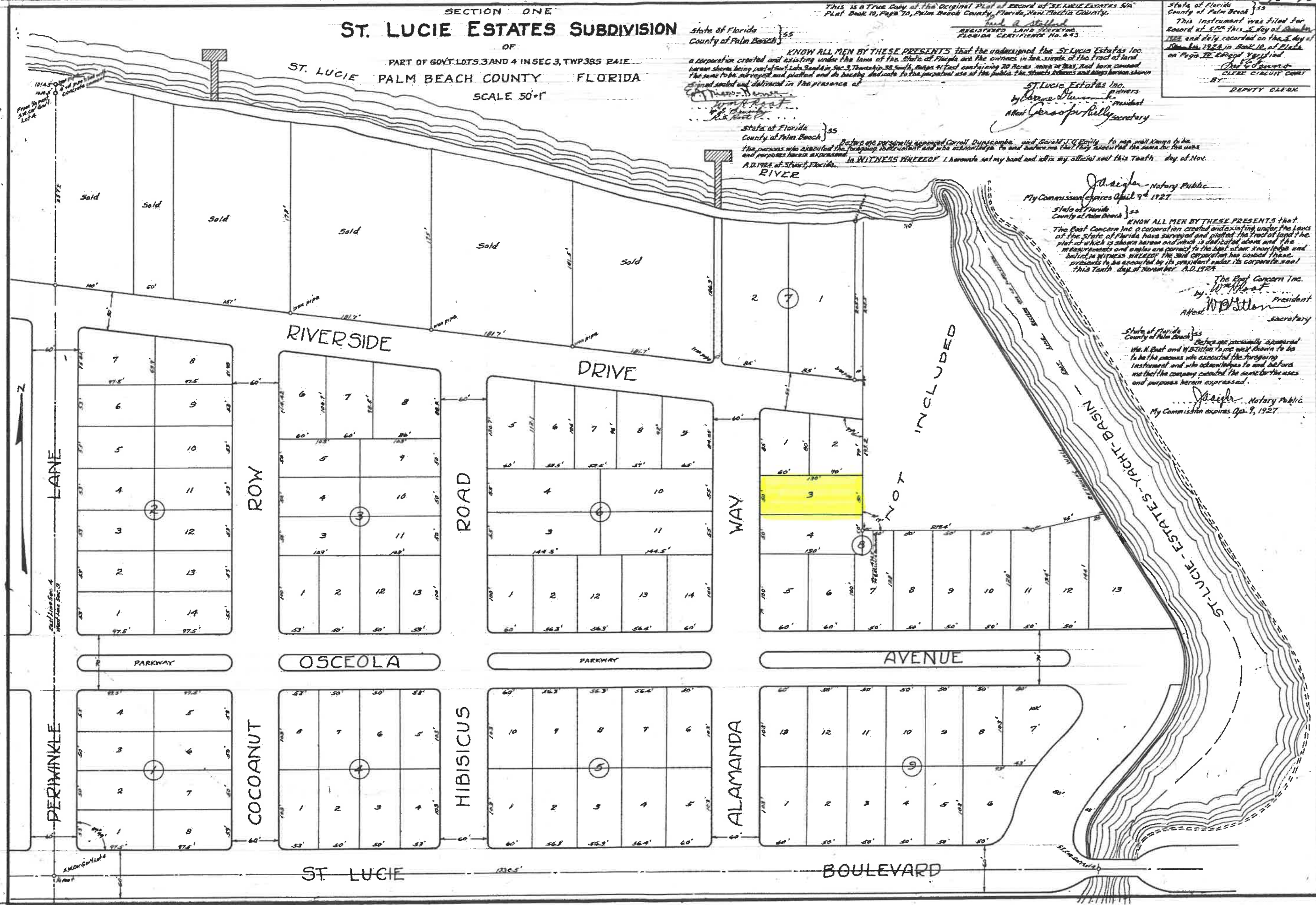
John A. Seigler Notary Public
My Commission expires April 9th 1927

State of Florida
County of Palm Beach
KNOW ALL MEN BY THESE PRESENTS that
The Boat Concern Inc. a corporation created and existing under the laws
of the State of Florida have surveyed and platted the tract of land the
plot of which is shown herein and which is dedicated above and the
measurements and angles are correct to the best of our knowledge and
belief in WITNESS WHEREOF the said corporation has caused these
present to be executed by its president under its corporate seal
this Tenth day of November A.D. 1927.

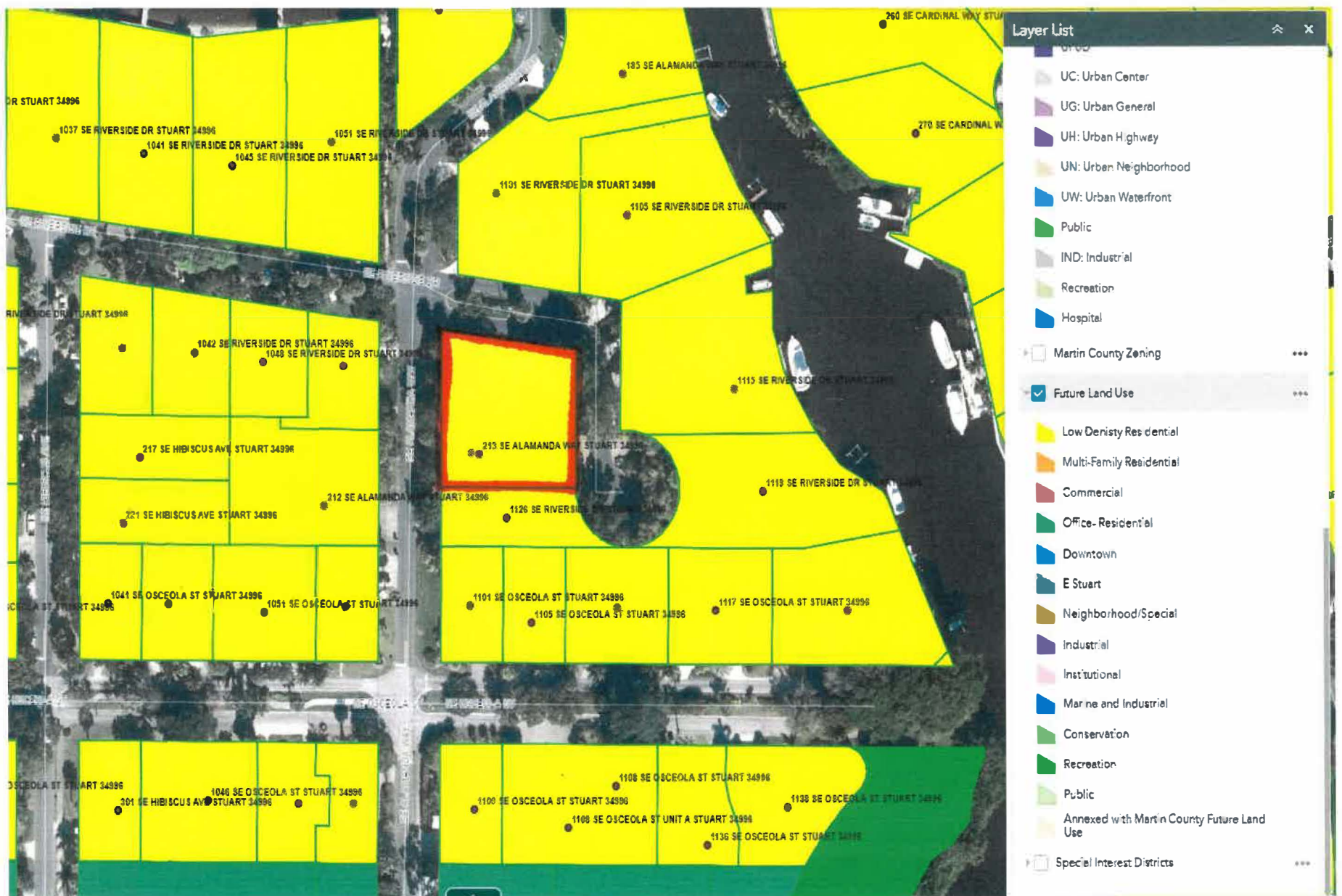
The Boat Concern Inc.
by *Wm. H. Boat* President
Attest: *Wm. H. Boat* Secretary

State of Florida
County of Palm Beach
Before me personally appeared
Wm. H. Boat and Wm. H. Boat to me well known to be
the persons who executed the foregoing
instrument and who acknowledged to me and before me
that the company executed the same for the uses
and purposes herein expressed.

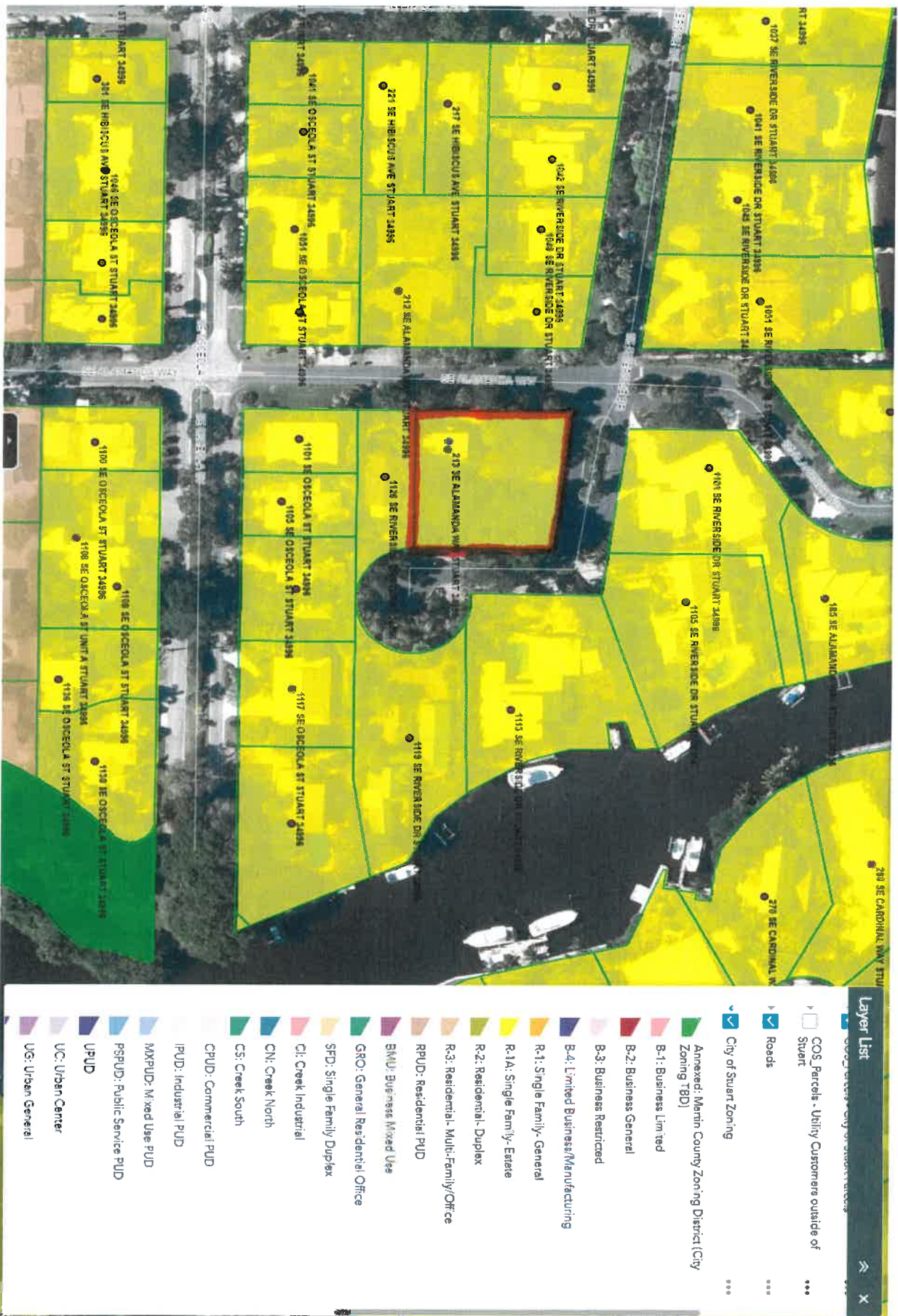
John A. Seigler Notary Public
My Commission expires Apr. 9, 1927



THE FUTURE LAND USE MAP



THE ZONING MAP



THE PICTURES OF THE EXISTING HOME



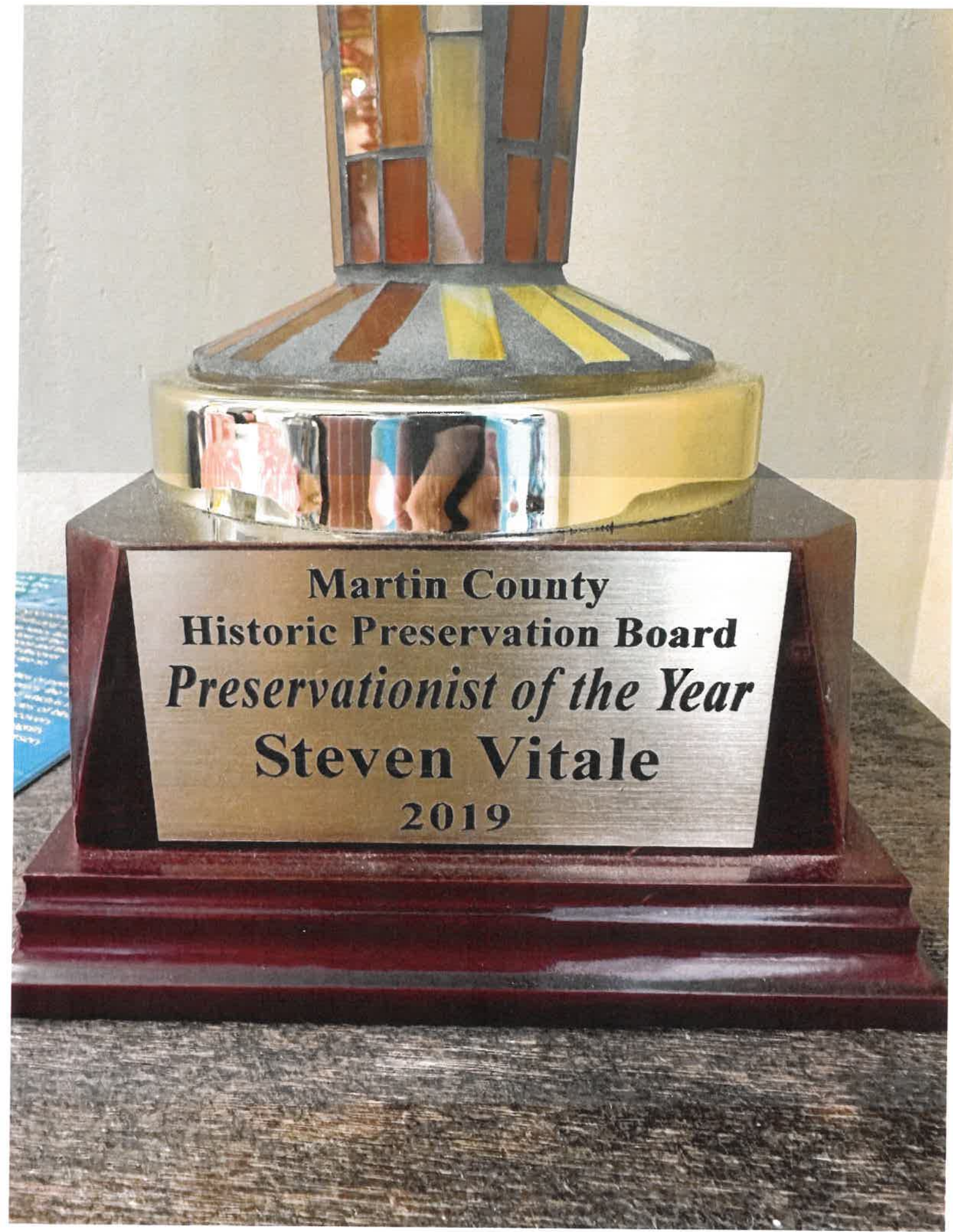


**THE PICTURES OF THE
REPRESENTATIVE RESTORED
HOMES & RESULTING AWARD**









Martin County
Historic Preservation Board
Preservationist of the Year
Steven Vitale
2019

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

City Commission

Meeting Date: 3/11/2024

Prepared by: Lee Baggett

Title of Item:

AMENDMENTS TO THE CITY OF STUART'S LAND DEVELOPMENT CODE AND CODE OF ORDINANCES (RC):

ORDINANCE No. 2525-2024; AN ORDINANCE OF THE CITY OF STUART, FLORIDA AMENDING CHAPTER VIII OF THE CITY OF STUART'S LAND DEVELOPMENT CODE (ADMINISTRATION AND ENFORCEMENT); AND AMENDING PART II, CHAPTERS 2 AND 32 OF THE CITY OF STUART'S CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF PRIOR ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE CODE; SEVERABILITY; EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City Commission finds that the Land Development Code and Code of Ordinances need to be amended and updated to consolidate rules of administration and bylaws for City Advisory Boards.

Chapter VIII – Administration and Enforcement, Sections 8.00.01 through 8.00.05 of the City of Stuart's Land Development Code requires deletion in its entirety due to the sections being moved to Part II, Chapter 2, Article III of the City's Code of Ordinances. Additionally, Section 8.07.04 is deleted in its entirety and is reserved for future use. Finally, after review of Chapter VIII, a few scrivener's errors need to be corrected to stay consistent throughout the City's Land Development Code.

Chapter 2, Article III. Boards, Committees and Commissions of the City's Code of Ordinances requires amendment in order to provide clarity, consistency, and deletion of redundancy.

Chapter 32, Article VI. Community Redevelopment, Division 1, Community Redevelopment Agency of the City's Code of Ordinances requires amendment to move Section 32-237 (Bylaws and Rules of Administration) to Chapter 2, Article III of the City's Code of Ordinances. Additionally, Section 32-242 requires deletion in its entirety and is reserved for future use. Finally, after review of Article VI, a few scrivener's errors need to be corrected to stay consistent throughout the City's Code of Ordinances.

Funding Source:

N/A

Recommended Action:

Approve Ordinance 2525-2024.

ATTACHMENTS:

1. Ordinance 2525-2024 Amendments to LDC and Code of Ordinances
2. Ordinance 2525-2024 Exhibits A-C



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

ORDINANCE NUMBER 2525-2024

AN ORDINANCE OF THE CITY OF STUART, FLORIDA AMENDING CHAPTER VIII OF THE CITY OF STUART'S LAND DEVELOPMENT CODE (ADMINISTRATION AND ENFORCEMENT); AND AMENDING PART II, CHAPTERS 2 AND 32 OF THE CITY OF STUART'S CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF PRIOR ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE CODE; SEVERABILITY; EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City Commission for the City of Stuart, Florida is authorized by provisions in Chapter 166, Florida Statutes, to establish and adopt ordinances which are intended to serve and provide public benefit to the residents and visitors of the City of Stuart; and

WHEREAS, Part I, Article IV of the City's Charter permits the City Commission to create and establish boards and committees to serve at the pleasure of the City Commission; and

WHEREAS, from time to time, the City Commission updates its regulations to provide benefit to the community, clarify any ambiguities, and be consistent with state and federal laws; and

WHEREAS, the City Commission finds that the Land Development Code and Code of Ordinances need to be amended and updated to consolidate rules of administration and bylaws for City Advisory Boards; and

WHEREAS, Chapter VIII – Administration and Enforcement, Sections 8.00.01 through 8.00.05 of the City of Stuart's Land Development Code requires deletion in its entirety due to the sections being moved to Part II, Chapter 2, Article III of the City's Code of Ordinances. Additionally, Section 8.07.04 is deleted in its entirety and is reserved for future use. Finally, after review of Chapter VIII, a few scrivener's errors need to be corrected to stay consistent throughout the City's Land Development Code; and

WHEREAS, Chapter 2, Article III. Boards, Committees and Commissions of the City's Code of Ordinances requires amendment in order to provide clarity, consistency, and deletion of redundancy; and

WHEREAS, Chapter 32, Article VI. Community Redevelopment, Division 1, Community Redevelopment Agency of the City's Code of Ordinances requires amendment to move Section 32-237 (Bylaws and Rules of Administration) to Chapter 2, Article III of the City's Code of Ordinances. Additionally, Section 32-242 requires deletion in its entirety and is reserved for future use. Finally, after review of Article VI, a few scrivener's errors need to be corrected to stay consistent throughout the City's Code of Ordinances; and

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

SECTION 1: **Recitals.** The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Ordinance. The regulation of Boards, Committees, and Commissions is found within Chapter 2, Article III, of the City of Stuart Code of Ordinances. The regulation of the Community Redevelopment Agency is found within Chapter 32, Article VI, of the City Code of Ordinances. The regulation of the City Planning Advisory Board (Local Planning Agency) is found within Chapter VIII – Administration and Enforcement, of the Stuart, Florida Land Development Code.

SECTION 2: The City of Stuart Land Development Code, Chapter VIII, Administration and Enforcement is hereby repealed and replaced with such language as set forth in **Exhibit "A"** attached hereto.

SECTION 3: The City of Stuart Code of Ordinances, Chapter 2 – Administration, Article III, Boards, Committees, and Commissions is hereby repealed and replaced with such language as set forth in **Exhibit "B"** attached hereto.

SECTION 4: The City of Stuart Code of Ordinances, Chapter 32 – Planning and Development, Article VI, Community Redevelopment, Division 1, Community Redevelopment Agency is hereby repealed and replaced with such language as set forth in **Exhibit "C"** attached hereto.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 7: The provisions of this Ordinance shall be codified.

SECTION 8: This Ordinance shall take effect immediately upon adoption.

Passed on first reading the ____ day of _____, 2024.

Commissioner _____ offered the foregoing Ordinance 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 on second and final reading 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

Chapter VIII ADMINISTRATION AND ENFORCEMENT

~~8.00.00. POWERS AND DUTIES~~

~~Sec. 8.00.01. City planning advisory board (local planning agency).~~

- ~~A. **Membership.** Pursuant to sections 2-82 through 2-87, Stuart Code of Ordinances, the city planning advisory board is a "standing board" of the city, and shall consist of seven members. Members shall be residents or property owners within the city. Because it also functions as the local planning agency, it may also be cited as the "LPA."~~
- ~~B. **Authority.** The city planning advisory board shall be an advisory board to the city commission and to the city administration in performing the duties and responsibilities described in this code.~~
- ~~C. **Duties and responsibilities.** The planning advisory board shall:~~
- ~~1. **Constitute the local planning agency as that term is defined and construed in F.S. § 163.3164;**~~
 - ~~2. **Make recommendations to the city commission regarding proposed amendments to the text of the Stuart Comprehensive Plan;**~~
 - ~~3. **Make recommendations to the city commission regarding proposed amendments to the text of the Stuart Land Development Code;**~~
 - ~~4. **Make recommendations to the city commission regarding proposed amendments to the future land use map component of the future land use element of the Stuart Comprehensive Plan;**~~
 - ~~5. **Make recommendations to the city commission regarding proposed amendments to the zoning map of the city in the form of zoning and rezoning;**~~
 - ~~6. **Make recommendations to the city commission regarding proposed annexations to the city;**~~
 - ~~7. **Consider and make recommendations regarding the consistency of proposed developments with the various elements of the city comprehensive plan;**~~
 - ~~8. **Conduct such public hearings as may be required to gather information necessary for the preparation, establishment, and maintenance of the comprehensive plan, as well as all other public hearings required by these regulations or by the city commission; and**~~
 - ~~9. **Make other recommendations to the city commission and the city administrative staff upon the request of either regarding land use in the city and the regulation thereof by the city.**~~

~~Sec. 8.00.02. City board of adjustment.~~

- ~~A. **Membership.** The city board of adjustment shall consist of five members. Members shall have been continuous residents or property owners within the city for not less than six months prior to appointment.~~
- ~~B. **Authority.** The city board of adjustment shall be a quasi-judicial board of the city and shall accordingly perform the duties and responsibilities described in subsection C. of this section.~~



~~C. *Duties and responsibilities.* The board of adjustment shall:~~

- ~~1. Hear and consider applications for variances as provided at section 8.04.00 of this Code;~~
- ~~2. Hear and decide appeals of an alleged error in a decision of the city development director made in the enforcement of the provisions of subsection 8.04.01 A;~~
- ~~3. Interpret the provisions of this Code so as to accomplish the intent and purpose of the city comprehensive plan; and~~
- ~~4. Conduct such hearings as may be necessary to perform the foregoing duties and responsibilities.~~

~~Sec. 8.00.03. Stuart Beautification Committee.~~

~~A. *Membership.* The Stuart Beautification Committee shall consist of seven members. Members shall have been continuous residents or property owners within the city for not less than six months prior to appointment.~~

~~(Ord. No. 1673-99, 4-26-99)~~

~~B. *Authority.* The Stuart Beautification Committee shall be an advisory board of the city and shall accordingly perform the duties and responsibilities described in subsection C. of this section.~~

~~C. *Duties and responsibilities.* The Stuart Beautification Committee shall:~~

- ~~1. Review and make recommendations to the city commission as requested regarding city projects which include design and landscape considerations;~~
- ~~2. Review and make recommendations to the city commission as requested regarding changes to the city landscape code, the city Urban Code and the city comprehensive plan as the same may be amended from time to time;~~
- ~~3. Assist the city as requested in the identification and design of facade and median landscape improvements for business and residential developments;~~
- ~~4. Assist the city in the application for grants related to landscaping and city beautification;~~
- ~~5. Assist the city in developing a public awareness of the benefits of landscaping, xeriscaping and the elements of building design; and~~
- ~~6. Conduct such meetings as may be necessary to perform the foregoing duties and responsibilities.~~

~~(Ord. 1444-96, 1-22-96)~~

~~Sec. 8.00.04. Stuart Community Redevelopment Board.~~

~~A. *Membership.* The Stuart Community Redevelopment Board (CRB) shall consist of seven members. Members shall be residents of the city or the owners of a business within the city.~~

~~B. *Powers and duties.* For properties within the community redevelopment area, the CRB shall:~~

- ~~1. Hear, consider, and recommend applications for Urban Code conditional use as provided at section 3.01.06 and section 11.01.10 of this Code;~~
- ~~2. Review development applications which pertain to historic buildings and recommend approval, approval with conditions, or denial of an application for such development;~~
- ~~3. Review all proposed amendments to section 3.01.00, Urban Code, and the community redevelopment plan and recommend approval, approval with conditions, or denial;~~

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4. Review and recommend programs, projects, plans and grant applications to implement the community redevelopment plan;
5. Conduct such hearings and workshops as may be necessary to perform the foregoing duties and responsibilities;
6. Review, hear and approve, approve with conditions, or deny applications for texture architectural materials and public art, as provided in section 3.01.06.

C. Conduct of business:

1. A chairperson and vice chairperson of the Stuart Community Redevelopment Board shall be elected from time to time, but at least annually, by the board. The chairperson shall preside over all meetings of the CRB and shall have the same rights as other members. The vice chairperson shall act in the absence of the chairperson.
2. Meetings of the CRB shall be held in the city commission meeting room at Stuart city hall and shall be open to the public.
3. The city development director shall provide the personnel, equipment and materials necessary to enable the CRB to conduct its business.
4. The city attorney shall be the legal advisor to the board.
5. A quorum of the board shall be four members. A majority of a quorum shall be necessary to take action.
6. The CRB may adopt rules for the conduct of its meetings, so long as such rules do not conflict with the ordinances and resolutions of the city commission and the resolutions of the community redevelopment board.
7. Decisions of the CRB in matters that are quasi-judicial in nature shall be based upon the evidence presented to the board at a quasi-judicial hearing. The board shall make findings of fact and conclusions of law in making its advisory decision. The decisions or orders of the board shall be promptly reduced to writing and signed by the chairperson and secretary.
8. The CRB shall consider all proposed amendments to the Urban Code and make a recommendation thereon to the city commission. The board may of its own volition propose to the city commission that certain amendments be made to the Urban Code.
9. The CRB shall perform any duty described herein, and any other duty specifically assigned to it by the city commission or the community redevelopment agency.

Sec. 8.00.05. Community redevelopment agency (CRA).

- A. The city commission, plus two members of the community redevelopment board, shall be the community redevelopment agency for the city, in accordance with F.S. § 163.257. The city commission shall appoint the two members of the community redevelopment board to serve as members of the community redevelopment agency for a term of four (4) years.
- B. The community redevelopment agency shall constitute a legal entity, separate, distinct, and independent from the city commission.
- C. The agency shall appoint, from time to time, a chair and vice chair, who shall serve as the officers of the agency, at the direction of the entire agency.
- D. In no event shall any member serve beyond the length of their city commission or community redevelopment board term.

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(Supp. No. 15)

~~E. Powers and duties.~~

~~1. Authorized actions.~~

~~a. The community redevelopment agency is authorized to carry out all community redevelopment and related activities specified in F.S. §§ 163.358 and 163.370; with the exception of:~~

~~(1) The power to authorize the issuance of revenue bonds as set forth in F.S. § 163.385; and~~

~~(2) The power to approve the acquisition, demolition, removal, or disposal of property as provided in F.S. § 163.370(4)(a) and the power to assume the responsibility to bear loss as provided in F.S. § 163.370(4)(b).~~

~~b. The foregoing specifically enumerated powers shall be retained by the city commission.~~

8.01.00. GUARANTEES AND SURETIES

A. *Applicability.*

1. The provisions of this section apply to all proposed LCD and major development in Stuart.
2. Nothing in this section shall be construed as relieving a developer of any requirement relating to concurrency in chapter IV of this Code.

B. *Improvements required.* The approval of any LCD or major development plan document shall be subject to the developer providing assurance that all required improvements, including, but not limited to, storm drainage facilities, streets and highways, water and sewer lines, shall be satisfactorily constructed according to the approved plan. The following information and agreements shall be provided:

1. Agreement that all improvements, whether required by this Code or constructed at the developer's option, shall be constructed in accordance with the standards and provisions of this Code.
2. The term of the agreement indicating that all required improvements shall be satisfactorily constructed within the period stipulated. In no event shall the term exceed five years from the approval of the plan document or 30 percent occupancy of the development, whichever comes first.
3. The projected total cost for each improvement, and the contingent removal of the same. Cost for construction shall be determined by either of the following:
 - a. A certified estimate prepared and provided by the applicant's engineer, subject to review by the eCity eEngineer prior to final acceptance; or
 - b. A copy of the executed construction contract.
4. Specification of the public improvements to be made and dedicated together with the timetable for making improvements.
5. Agreement that upon failure of the applicant to make required improvements (or to cause them to be made) according to the schedule for making those improvements, the eCity shall utilize the security provided in connection with the agreement.
6. Provision of the amount and type of security provided to ensure performance.
7. Provision that the amount of the security may be reduced, in part or in whole, at the reasonable discretion of the city development director anytime, subsequent to the completion, inspection and acceptance of improvements by the eCity.

C. *Amount and type of security.*

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1. The amount of the security listed in the improvement agreement shall be approved as adequate by the ~~p~~Public ~~w~~Works ~~d~~Director.
 2. Security requirements may be met by, but are not limited to, the following:
 - a. Cashier's check.
 - b. Certified check.
 - c. Developer/lender/city agreement.
 - d. Interest bearing certificate of deposit.
 - e. Irrevocable letter of credit.
 - f. Surety bond.
 3. The amount of security shall be 110 percent of the total construction costs and total removal and restoration costs for the required developer installed improvements. The amount of security may be reduced commensurate with the completion and final acceptance of required improvements. In no case, however, shall the amount of the bond be less than 110 percent of the cost of completing the remaining required improvements.
- D. *Completion of improvements.*
1. When improvements are completed, final inspection shall be conducted and corrections, if any, shall be completed before final acceptance is made by the ~~p~~Public ~~w~~Works ~~d~~Director. Final acceptance shall be made prior to the issuance of a certificate of completion.
- E. *Maintenance of improvements; public and private.*
1. A maintenance agreement and security shall be provided to assure the ~~e~~City that all required improvements shall be maintained by the developer according to the following requirements:
 - a. For any improvements which are not dedicated, the maintenance period shall be until the condominium or owners' association takes over the responsibility for maintenance.
 - b. For any improvements which are dedicated to the public or the ~~e~~City, the maintenance period shall be for a period of three years, beginning with the written acceptance by ~~e~~City of the improvements.
 - c. The security during the maintenance period shall be in the amount of 100 percent of the estimated maintenance costs.
 - d. The original agreement shall be maintained by the ~~p~~Public ~~w~~Works ~~d~~Director.
 2. Whenever a proposed development provides for the construction of facilities or improvements which are not proposed for dedication to the ~~e~~City a legal entity shall be created to be responsible for the ownership and maintenance of such facilities and/or improvements.
 - a. When the proposed development is to be organized as a condominium under the provisions of ~~F.S. ch. Chapter~~ 718, *Florida Statutes*, common facilities and property shall be conveyed to the condominium's association pursuant to that law.
 - b. When no condominium is to be organized, an owners' association shall be created, and all common facilities and property shall be conveyed to and maintained by that association.

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- c. No certificate of occupancy shall be issued for a development for which an owners' association is required until the documents establishing such association have been reviewed and approved by the eCity aAttorney.

An organization established for the purpose of owning and maintaining common facilities not proposed for dedication to the eCity shall be created by covenants running with the land. Such covenants shall be included with the final plat. Such organization shall not be dissolved nor shall it dispose of any common facilities or open space by sale or otherwise without first offering to dedicate the same to the City of Stuart.

8.02.00. HARDSHIP

Sec. 8.02.01. Purpose

The purpose of this section is to provide mechanisms for obtaining relief from the provisions of this Code where hardship would otherwise occur. Two forms of hardship are addressed:

- (1) Part 8.03.00 addresses hardship that would be caused if nonconforming development were required to immediately come into compliance with this Code; and
- (2) Part 8.04.00 addresses the hardship that may be caused in particular cases by the imposition of the Code's development design standards.

8.03.00. EXISTING NONCONFORMING DEVELOPMENT AND LOTS

- A. Existing land uses, structures or lots which are inconsistent with the character, natural resources, and Stuart eComprehensive pPlan shall be eliminated upon redevelopment. Historic and archaeological resources as identified in the housing element of the Stuart eComprehensive pPlan are deemed to be consistent with the character of the eCity, its natural resources, and the Stuart eComprehensive pPlan and are therefore considered to be conforming development.
- B. An exception to the elimination of non-conforming uses, structures and lots, may be granted by the eCity eCommission, for good cause shown, if all three of the following conditions are met:
1. An existing non-conforming structure, or conforming structure with non-conforming use, is destroyed by accident or act of God; and
 2. The majority of landowners within a 300-foot radius support the rebuilding of the structure to its prior state; and
 3. The rebuilding or reuse does not pose a detriment to the public health, safety or welfare.

Sec. 8.03.01. Non-conforming uses and lots.

As used in this section, a use shall be deemed "discontinued" if all activities related to such use have ceased for a continuous period of 365 days or more regardless of the intent of the property owner, lessee or other person in charge of the property on which the use was located. The determination that a use has ceased shall be made by the eCity dDevelopment dDirector who shall consider, among other things, the consumption of utility services at the property, payment of the local business tax, and advertising to the public of any activities on the property. The intent of the owner, or occupant of the property regarding the cessation of the use by the user, as required by law

for "abandonment" of a nonconforming use, is not relevant to the determination of whether or not a use has been discontinued.

A. Nonconforming uses shall be permitted to continue, subject to the following:

1. The lawful use of a structure existing on July 23, 1990, may be continued although such use within the structure does not conform to the provisions of the chapter; and such use may be extended throughout the building; provided no structural alterations, except those required by law or ordinance, or ordered by an authorized officer to assure the safety of the structure, are made therein. No such use shall be extended to occupy any land outside the existing structure.
2. If a lawful use of a nonconforming use is discontinued for a continuous period of 365 days or more, every future use of the real property upon which such structure of use existed shall be in conformity with the provisions of this chapter. If a lawful use of a nonconforming use is discontinued for a continuous period of 180 days, safety inspections to determine compliance with applicable building and fire codes are required for any future lawful use.
3. In those instances when structural additions or modifications are proposed to one and two-family residential non-conforming structures, no variance shall be required to construct additions or modifications, which, by virtue of the proposed structural addition or modification, would otherwise be rendered illegal. This exemption from the variance requirement shall be available only to those proposed structural additions or modifications which meet all current code requirements.
4. The lawful use of land existing on July 23, 1990, although such use does not conform to the provisions of this chapter, may be continued; provided, however, that no such nonconforming use shall be enlarged or increased, nor shall any nonconforming use be extended to occupy a greater area of land than that occupied by such use at the time of the passage of this chapter. If such nonconforming use is discontinued for a continuous period of not less than 365 days, any future use of said land shall be in conformity with the provisions of this chapter. Provided, however, that where land is located and such use is not an accessory to the use of the main building located on the same lot or grounds, such nonconforming use of land shall be discontinued and all material completely removed by its owner not later than three years from July 23, 1990.
5. If no structural alterations are made, a nonconforming use may be changed to a use of the same or higher classification according to the provisions of this chapter. When a district shall hereafter be changed, any then existing nonconforming use in such changed district may be continued or changed to a use of a similar or higher classification, provided all other regulations governing the new use are complied with. Whenever a nonconforming use of a building has been discontinued or changed to a higher classification or to a conforming use, such use shall not thereafter be changed to a nonconforming use of a lower classification.
6. A nonconforming building destroyed to more than 50 percent of its assessed value shall not be reconstructed except in accordance with the provisions of this Code. Notwithstanding the foregoing, a multi-family building so destroyed containing four or more dwelling units that is nonconforming because of density may be reconstructed to contain the same number of dwelling units as originally constructed. A nonconforming building destroyed by a declared natural disaster to less than 50 percent of its assessed value may be reconstructed as originally constructed.

(Ord. No. 1318-93, 10-11-93)

B. Nonconforming lots of record shall be permitted to continue, subject to the following:

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1. Where a lot has an area or width or both, less than the minimum set out in ~~s~~Section 2.04.00, and was a lot of record on March 25, 1968 (Ord. No. 425), said lot may be occupied by a single-family dwelling and its accessory buildings; provided the lot conforms with the minimum lot area and width requirements of the next lower residential district. Such lots shall conform to all other design requirements of the zoning district in which the property is physically located. In the case of an R-3 district, with regard to lots which have an area or width less than the minimum set out in section 2.04.00, and which were lots of record on April 18, 1980 (Ord. No. 880), said lots may be occupied by a single-family dwelling and its accessory buildings; provided the lots conform to the following minimum yard requirements:

Front	Side	Rear
25 feet	5 feet	20 feet

This provision shall only apply to single vacant lots of record and not to adjoining lots of record under single ownership.

(Ord. No. 1781-01, § 1, 5-21-01)

Sec. 8.03.02. Termination of non-conforming uses of land.

All nonconforming uses of land shall be discontinued, and all nonconforming vacant structures shall be torn down, altered, or otherwise made to conform with the use provisions of this chapter within the following periods of time from July 23, 1990.

- A. *Time periods.*
 1. Vacant structures: One year (by July 24, 1991).
 2. A nonconforming use only within an accessory building: Three years (by July 24, 1993).
 3. A nonconforming use within an existing conforming structure: Six months from the discontinuance of the nonconforming use.
- B. *Exceptions.* The strict application of the above provision is to be tempered in the case of historic, archaeological or architectural resources deemed by the ~~e~~City ~~d~~evelopment ~~d~~irector to be eligible for designation pursuant to the local historic preservation ordinance. Such resources shall include those identified in the housing element of the comprehensive plan.

8.04.00. NONCONFORMING LOTS CAUSED BY EMINENT DOMAIN PROCEEDINGS

Sec. 8.04.01. Procedure for obtaining a certificate of conformity.

The condemnor or condemnee in an eminent domain proceeding may apply to the ~~e~~City ~~d~~evelopment ~~d~~irector for a certificate of conformity relative to a remainder parcel which has or will be created as a result of the eminent domain proceedings. The application shall include the following:

- A. An application fee as established by resolution of the ~~e~~City ~~e~~Commission from time to time.
- B. The name and address of the owner of the remainder parcel.
- C. The name and address of the condemnor including the name and address of the condemnor's representative.

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- D. Evidence of the institution of eminent domain proceedings.
- E. A diagram of the property subject to the eminent domain proceeding at a scale of not less than one inch = 30 feet, showing the location of all structures and improvements on the property and the extent of the condemnor's acquisition.
- F. The legal description of the remainder parcel which has or will become a nonconforming lot.
- G. A proposed site plan for the redevelopment of the remainder parcel.

Sec. 8.04.02. Standards.

The eCity mManager shall cause a certificate of conformity to be issued, if the following standards are met:

- A. The application filed is complete, all fees have been paid, and all facts contained in the application have been independently verified or confirmed.
- B. Severance or business damages relative to the remainder parcel will be reduced by the issuance of the certificate of conformity.
- C. A development plan for the remainder parcel has been prepared, and approved by the eCity dDevelopment dDirector which minimizes the nonconformities caused by the eminent domain proceedings, and which is otherwise consistent with all requirements of the land development regulations of the eCity.
- D. The remainder parcel can reasonably and economically function if developed in accordance with the development plan described herein.
- E. In the event that the eCity mManager determines that the remainder parcel cannot reasonably and economically function if developed, the applicant may appeal the decision as provided for appeals from administrative departments in sSection 8.07.00.

Sec. 8.04.03. Duration.

A certificate of conformity issued pursuant to this section shall automatically expire 60 months from the date of issuance unless development of the remainder parcel in accordance with the approved development plan has commenced within said 60-month period.

8.05.00. VARIANCES

Sec. 8.05.01. Generally.

- A. ~~A. Board of Adjustment. The Board of Adjustment's bylaws and administration for the board can be found in Chapter 2, Article III of the City's Code of Ordinances.~~
- B. ~~Granted by Bboard of aAdjustment. The Bboard of aAdjustment may grant a variance from the strict application of the following dimensional requirements of the eCity's Lland Ddevelopment Coderegulations and the eCity's Code of Ordinances: sSubsection 2.04.00 regarding lot area requirements and minimum yard setbacks; sSection 6.09.00 regarding setbacks, building separation and heights for accessory structures; Ssection 6.03.02 regarding finished floor elevation; sSection 6.09.05, regarding fences, walls, hedges and enclosures; and sSection 6.09.04 regarding setback requirements for location of swimming pools.~~

(Ord. No. 1831-02, § 1, 3-18-02; Ord. No. 1860-02 § 2, 5-20-02; Ord. No. 1841-02, § 6, 6-10-02)

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B.C. *Variances to be considered as part of the plan document review.* Any person desiring to undertake a development activity not in conformance with this Code may apply for a variance in conjunction with the application for plan document review. A development activity pursuant to the provisions set forth in subsection A. above that might otherwise be approved by the director must be approved by the **bB**oard of **aA**djustment if a variance is sought. The variance shall be granted or denied in conjunction with the application for plan document review. In granting a variance, the **bB**oard of **aA**djustment may prescribe appropriate conditions and safeguards.

D.C. *Administrative variances by City dDevelopment dDirector.* The **eC**ity **dD**evelopment **dD**irector may grant minor variances from this **eC**ode pursuant to ~~this sSection, 8.04-08.~~

Sec. 8.05.02. Limitations on granting variances.

- A. *Initial determination.* The **Bb**oard of **aA**djustment shall have the power to authorize in specific cases such variances from the provisions set forth ~~herein subsection 8.04.01.A.~~, which will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of certain parts of this code will, in an individual case, result in unnecessary hardship, so that the spirit of the code shall be observed, public safety and welfare secured, and substantial justice done. Such variance may be granted in such case of unnecessary hardship upon the following findings by the **bB**oard of **aA**djustment.
- B. *Required findings.* The need for the proposed variance is attributable to unique characteristics of the property either as to the land or as to any improvements thereon, or both, and the proposed variance, if granted, will not:
1. Authorize any use of the property that is not allowed as a permitted use or a use allowed by conditional use in the district in which the property is located; and
 2. Allow a density or intensity of use that exceeds the maximum density or intensity that is permitted in the district in which the property is located; and
 3. Result in a verifiable reduction of the property values of any adjacent or nearby properties; and
 4. Cause a detrimental effect in the supply of light and air to adjacent properties; and
 5. Cause a detrimental effect with respect to drainage of the subject property as well as adjacent properties; and
 6. Cause an increase of traffic on adjacent or nearby roads to levels that are not usual for the types of uses in the neighborhood; and
 7. Cause any threat to public safety in any manner whatsoever; and
 8. Cause any threat to the health or general welfare of the inhabitants of the city.
- C. A variance shall not be granted that exceeds the minimum variance to the strict application of the provisions of this Code necessary to alleviate the unnecessary hardship.

Sec. 8.05.03. Notice of variance hearings.

- A. *Manner of notice.* A variance hearing scheduled before the **Bb**oard of **aA**djustment shall be preceded by notice mailed by regular U.S. mail to the owners of all real property any portion of which is located within 300 lineal feet of the boundary of the subject property. The identity of the owners of such properties and their addresses shall be determined by reference to the latest tax rolls of Martin County, Florida, maintained for purposes of ad valorem taxation. Notice shall also be posted on the subject property.

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B. *Time of notice.* Notice shall be placed in the regular U.S. mail and posted on the subject property by the applicant not less than 15 days prior to the date of the public hearing to be held by the **b**Board of **a**Adjustment at which the matter will be considered.

C. *Content of mailed notice.* The content of a mailed notice shall include the following information:

1. The substance of the variance application generally describing the nature of the proposed use;
2. The time, date and place of the meeting of the board of adjustment at which the matter will be considered;
3. The right of the public to be heard by the **b**Board of **a**Adjustment regarding the proposed variance;
4. The times and places for public inspection of the application for the variance; and
5. A map depicting the real property for which the variance is sought.

D. *Content of posted notice.* Posted notice shall be in substantially the following form:

NOTICE

VARIANCE HEARING

ON _____, 20__

AT ____:____ P.M.

STUART CITY HALL

121 S.W. FLAGLER AVE.

QUESTIONS?

CALL CITY DEVELOPMENT DEPARTMENT

(772) 288-5326

E. *Affidavit of mailing and posting.* An affidavit of the applicant shall be filed with the **e**City **d**Development **d**Department or submitted to the board at the hearing that the required notice has been provided.

F. The rules for any hearing before the Board of Adjustment are set forth in Chapter 2, Article III of the City's Code of Ordinances and Chapter 11 of the City's Land Development Code.

Secs. 8.05.04—8.05.07. Reserved.

Sec. 8.05.08. Administrative variance

A. *Authority.* The **e**City **d**Development **d**Director is hereby granted the power and authority to vary the Land Development Code of the **e**City, only as provided herein. Generally, this procedure is to provide for an efficient and effective review and approval process for certain minor aspects of development in the **e**City. Pursuant to the following, the **e**City **d**Development **d**Director may review and approve, approve with conditions, or deny:

1. *Yard setbacks.* Any yard setback variance request which does not exceed 110 percent of the code requirement. (For example: where a rear yard setback is 15 feet, and the variance request doesn't exceed 1.5 feet of relief, or conversely stated, a reduction to a 13.5-foot setback.)
2. *Fences, walls and hedges.* Any variance request for a fence, wall or hedge height or location, or other buffer screening matter.

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3. *Green development.*

- a. In the context of this section a building or development that meets the criteria set out in section 6.06.00, "Green development" of this Code qualifies for any or all of the following additional administrative variances:

- (1) *Yard setback area.* A variance to position the principal building within a yard setback area to an extent no greater than ten percent of the square footage of the principal building footprint to a maximum of 500 square feet.
- (2) *Stormwater.* Subject to the design approval of the city engineer, up to 100 percent of stormwater runoff may be stored in underground storage structures for irrigation, cooling, or other appropriate reuse.
- (3) *Driveway width.* Subject to the design approval of the ~~City Fire~~ ~~e~~Chief, the minimum width for a two-way residential driveway may be reduced to 18 feet provided any parking is restricted to one side of the driveway only.
- (4) *Architectural design.* Subject to the design approval of the ~~e~~City ~~d~~evelopment ~~d~~irector, a variance may be granted to depart from the strict architectural and building materials, design and location standards as contained in ~~s~~Sections 3.01.04, 3.03.00 and 6.05.00 in order to utilize architectural and design features that are consistent with green building principles and are required in order to facilitate compliance with green development criteria.

4. *Other minor land development code variances.*

- a. Any other minor land development code variance which is minor in nature affecting the type, location, size, or area, including, but not limited to, drainage structures, easements, slab or foundation footers, marine construction, flood elevation, curbing and curb-cuts, road medians, solid waste or recycle containers, principal or accessory structures or lots, signage, landscape, lighting, parking, driveways, or utilities.
- b. A minor land development code variance is one in which the requested change:
- (1) Does not increase or enlarge the density, intensity of use; or
 - (2) Does not increase or enlarge the building footprint by more than five percent; or
 - (3) Does not violate the scope and intent of a previous approval for the property by the city commission.

5. *Time extensions.* A one-time extension of 180 days or less to an originally approved timetable of development may be granted upon good cause shown.

- B. *Further approval authority.* When authority to do so is conferred by the ~~e~~City ~~e~~Commission as a condition of zoning approval, plat approval, or development plan approval, the ~~e~~City ~~d~~evelopment ~~d~~irector may approve, approve with conditions or deny any plan document modification.

- C. *City ~~C~~eommission intent.* By adopting this section, the ~~C~~eity ~~e~~Commission intends that the ~~e~~City ~~d~~evelopment ~~D~~irector shall use the provisions of ~~this section~~~~subsection 8.04.02.B.~~ of ~~the~~is Code as a guide. Because the nature of the variances permitted herein is minor, strict adherence to the hardship requirements for a code variance granted by the ~~B~~oard of ~~a~~Adjustment shall not pertain, and the ~~e~~City ~~d~~evelopment ~~d~~irector shall be free to use reasonableness, as well as an awareness of community needs and aesthetics, in addition to the criteria expressed ~~herein~~~~in-subsection 8.04.02.B.~~, as a basis for all decisions.

- D. *Nonexclusivity.* It is intended that this section shall be non-exclusive in nature.

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1. The eCity dDevelopment dDirector may defer any application for administrative variance which would otherwise qualify for consideration by the bB oard of aA djustment, or Ccity eC ommission, as applicable, if such deferral is based upon a reasonable determination that the variance sought does not meet the criteria for an administrative variance. Any application so deferred shall be processed as a new application, and shall meet all land development code requirements for such application, including applicable fees, public notice, and all other submittal requirements.
- E. *Appeal of an administrative variance.* An applicant may appeal a denial of an administrative variance, as provided in this chapter.

8.06.00. ENFORCEMENT OF CODE PROVISIONS

Sec. 8.06.01. Generally.

Except as provided in the Land Development Code, enforcement of the provisions of the Land Development Code shall be as described in chapters 1 and 2 of the City Code of Ordinances.

Sec. 8.06.02. Other penalties and remedies.

- A. *Penalties for violation of the Florida Building Code.* Any person or entity, including any licensed or unlicensed contractor, who knowingly and willfully performs, or causes to be performed, any construction or development activity, without a permit as required by the city building code shall be subject to the following penalties:
1. A fine of \$500.00 for any first violation of the Florida Building Code.
 2. A fine of \$1,000.00 for any second violation of the Florida Building Code.
 3. Upon the commission of three or more violations of the Florida Building Code by the same person or entity, the building official may deny the issuance of any further building permits, and forward the matter to the appropriate county and state agencies for disciplinary action.

Notwithstanding the above, all other remedies available to the eCity shall be preserved, including referral to the code enforcement magistrate, and the filing of appropriate legal actions in the county and circuit courts of the state.

8.07.00. APPEALS AND HEARINGS

Sec. 8.07.01. Appeals from decisions of administrative departments.

A property owner, developer or adversely affected person may appeal a final decision of any administrative department, including the eCity mManager, by requesting a hearing on the matter. The hearing shall be before the eCity eCommission by filing a "notice of appeal and request for hearing" with the eCity eClerk within 30 days of the written rendering of the administrative decision.

Sec. 8.07.02. Contents of notice of appeal and request for hearing.

The notice of appeal shall contain:

1. A statement of the decision to be reviewed, and the date of the decision.

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2. A statement of the interest of the person seeking review.
3. The specific error alleged as the grounds of the appeal.
4. The facts of the case to be proven.
5. The conclusion of law sought to be upheld.

Sec. 8.07.03. General rules and procedures for hearings.

1. All appeals shall be in writing on forms prescribed by the eCity and accompanied by fees prescribed by the eCity eCommission.
2. The appealing party assumes the responsibility of all required notification procedures. A public hearing shall be set by the eCity eCommission within 20 days of the date of receipt of notice unless otherwise agreed to by the parties to a later date.
3. The eCity eCommission shall hear the matter, and shall have ten days from the date of the hearing to render a decision.
4. The eCity eCommission may affirm, reverse or modify in whole or in part a determination or requirement of the decision that is under review.
5. The written order of the City eCommission shall be submitted to the appellant and to the eCity dDevelopment dDirector and/or other administrative department involved in the appeal.
6. All decisions rendered by the eCity eCommission shall be final and binding on all parties.

Sec. 8.07.04. Reserved for future useAdministrative review by the board of adjustment.

~~A. Administrative review.~~

- ~~1. The board of adjustment shall have the power to hear and decide appeals of alleged error in a decision of the city development director made in the enforcement of the provisions set forth in subsection 8.04.01 A.~~

- ~~(a) Hearings; appeals; notice. Appeals to the board of adjustment may be taken by a person aggrieved or by an officer or bureau of the city affected by a written decision of the development director in the interpretation of the city regulations governing the categories in subsection 8.04.01 A.~~

~~Any such appeals shall be filed not more than 30 days from the date of mailing or hand delivery of the written decision of the development director by filing a written notice of appeal with the development director and the secretary to the board of adjustment. Every written notice of appeal shall refer specifically to the provision of the city's regulation and the interpretation claimed by the appellant which contradicts that of the development director. Upon receipt of the notice of appeal, the development director shall forthwith transmit to the secretary of the board of adjustment any and all papers constituting the record upon which the appeal is taken. A public hearing shall be set within 20 days of the date of receipt of notice unless otherwise agreed to by the parties to a later date.~~

- ~~(b) Stay of proceedings on appeal to board of adjustment. An appeal stays on all proceedings and acts by all parties in furtherance of the action appealed from, unless the building official certifies to the board of adjustment after the notice of appeal shall have been filed with him that, by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed otherwise than by a restraining order~~

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~~which may be granted by the board of adjustment or by a court of record on application, on due notice to the development director from whom the appeal is taken and on due cause shown.~~

~~(c) —Constitutionality, vested right, or estoppel appeals: Notwithstanding the appellate powers conferred upon the board of adjustment in this section, appeals from a decision of the development director based in whole or in part upon the constitutionality of a city regulation, a claim of vested rights, or estoppel may only be prosecuted pursuant to the provisions of chapter XI, section 11.01.08 of this Code.~~

Sec. 8.07.05. Appeals from decisions of the Board of adjustment.

Appeal by certiorari to the circuit court. Any person who appeared before the Board of adjustment who is aggrieved by any decision of the board, may present to a circuit court a petition for issuance of a writ of certiorari, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. A petition for a writ of certiorari shall be filed in the manner and within the time provided by the Florida Appellate Rules. The filing of a petition for rehearing, as provided below, shall toll the time for the filing of a petition for writ of certiorari herein.

Sec. 8.07.06. Appeals from decisions of the eCity eCommission.

An appeal of a final determination of the eCity eCommission shall be pursuant to the provisions of Section 11.03.14.

Sec. 8.07.07. Reasonable accommodation.

- A. *Purpose.* It is the policy of the City of Stuart, to provide individuals with disabilities reasonable accommodation in rules, policies, practices and procedures to ensure equal access to housing and facilitate the development of housing for individuals with disabilities. This ordinance establishes a procedure for making requests for reasonable accommodation in land use, zoning and building regulations, policies, practices and procedures of the jurisdiction to comply fully with the intent and purpose of fair housing laws.
- B. *Applicability.*
- Reasonable accommodation in the land use and zoning context means providing individuals with disabilities or developers of housing for people with disabilities, an opportunity to seek an exception in the application of land use and zoning and building regulations, policies, practices and procedures, or even waiving certain requirements, when it is necessary to eliminate barriers to housing opportunities to accommodate a disability recognized by the Fair Housing Act or ADA.
- A request for reasonable accommodation may be made by any individual with a disability, his or her representative, or a developer or provider of housing for individuals with disabilities, when the application of a land use, zoning or building regulation, policy, practice or procedure acts as a barrier to fair housing opportunities.
- C. *Requesting reasonable accommodation.*
1. Any eligible person as defined in section 2 may request a reasonable accommodation in land use, zoning and building regulations, policies, practices and procedures.
 2. Requests for reasonable accommodation shall be in writing and provide the following information:
 - (a) Name and address of the individual(s) requesting reasonable accommodation;
 - (b) Name and address of the property owner(s);

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- (i) If the property is not owned by the applicant, a copy of the lease as well as written authorization from the owner to seek the accommodation;
 - (c) Address of the property for which accommodation is requested;
 - (d) Description of the requested accommodation with reference to the regulation(s), policy or procedure for which accommodation is sought; and
 - (e) Reason that the requested accommodation may be necessary for the individual(s) with the disability to use and enjoy the dwelling.
- 3. Any information identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection.
 - 4. A request for reasonable accommodation in regulations, policies, practices and procedures may be filed at any time that the accommodation may be necessary to ensure equal access to housing. A reasonable accommodation does not affect an individual's obligations to comply with other applicable regulations not at issue in the requested accommodation.
- D. *Reviewing authority.*
- 1. Requests for reasonable accommodation shall be reviewed using the criteria set forth in section 5.
 - 2. A written response to the request for reasonable accommodation shall be provided within 30 days of the date of receipt of the fully completed application and may either seek additional information, grant, grant with modifications, or deny a request for reasonable accommodation in accordance with the required findings. Note: Incomplete applications shall not be deemed submitted and will not be reviewed until complete.
 - 3. If necessary to reach a determination on the request for reasonable accommodation, the eCity may request further information from the applicant specifying in detail the information that is required. In the event that a request for additional information is made, a new response to the request shall be made within a reasonable time after receiving the requested information.
- E. *Required findings.* The written decision to grant, grant with modifications, or deny a request for reasonable accommodation shall be consistent with fair housing laws and based on the following factors:
- 1. Whether the housing, which is the subject of the request for reasonable accommodation, will be used by an individual with disabilities protected under fair housing laws;
 - 2. Whether the requested accommodation is necessary to make housing available to an individual with disabilities protected under the fair housing laws;
 - 3. Whether the requested accommodation would impose an undue financial or administrative burden on the jurisdiction or would otherwise grant an undue benefit to the applicant that is not enjoyed by other landowners and;
 - 4. Whether the requested accommodation would require a fundamental alteration in the nature of the jurisdiction's land use and zoning or building program.
- F. *Written decision on the request for reasonable accommodation.*
- 1. The written decision on the request for reasonable accommodation shall address the criteria set forth in section 5 and provide a response to each item.
 - 2. The written decision may be provided to the applicant via email to the email address provided on the application.
 - 3. While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is the subject of the request shall remain in full force and effect.

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G. *Appeals.*

1. An appeal of the decision must be filed within 30 days of the written decision and the applicant must follow the procedure as set forth in section 8.07.01; Appeals from decisions of administrative departments.
2. If an individual needs assistance in filing an appeal on an adverse decision, the jurisdiction will provide assistance to ensure that the appeals process is accessible.
3. All appeals shall contain a statement of the grounds for the appeal.

ARTICLE III. BOARDS, COMMITTEES AND COMMISSIONS

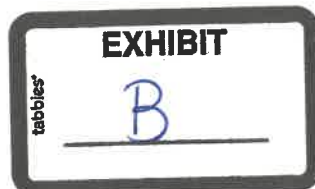
DIVISION 1. GENERALLY

Sec. 2-82. Standing boards; applicability of regulations.

- (a) The standing boards which are established by the eCity eCommission include are the zoning bBoard of aAdjustment (hereinafter "BOA"), nuisance abatement board, lLocal pPlanning Agencyadvisory board (hereinafter "LPA"), Community Redevelopment Board (hereinafter "CRB"), East Stuart Historical Advisory Committee (hereinafter "ESHAC") and Stuart iIndependent rReview bBoard (hereinafter "SIRB"). The Stuart eCommunity rRedevelopment aAgency (hereinafter "CRA") and the Stuart hHousing aAuthority (hereinafter "SHA") are standing boards which have been created by the eCity eCommission and exist pursuant to Florida law.
- (b) The regulations set forth in this article shall apply to all standing boards unless superseded by applicable ordinance or statute. Additional regulations set forth herein may apply to a particular board.
- (Ord. No. 2450-2020 , § 1(Att. A), 9-28-2020)

Sec. 2-83. Location of board meetings; clerical and legal support; compensation of members; expenses.

- (a) Meetings of the standing boards shall be open to the public. Except for the city housing authority, Bboard meetings shall be held in the Ceity eCommission's chambers at city hall, except for the SHA which should be set in accordance with Florida's Housing Authorities Law, Florida Statutes §§ 421.01 et. seq.
- (b) The eCity mManager shall provide the clerical support necessary to enable each board to perform its duties and responsibilities. The secretary shall attend all board meetings, record the proceedings, and prepare minutes of meetings promptly thereafter. The secretary shall maintain all records of the board as public records of the eCity. This section does not apply to the SHAhousing authority board.
- (c) The legal advisor to a the standing boards shall be the eCity aAttorney, or his/her designee. The eCity aAttorney shall attend board meetings when necessary or as requested by the board. Any designee of the City Attorney shall also be an attorney licensed to practice law in the state of Florida.
- (d) Board members shall serve without compensation.
- (e) All board expenses shall be paid by the city. Expenses incurred personally by board members in the performance of board duties or responsibilities may be reimbursed by the city in the discretion of the city manager. The City Clerk or his/her designee shall provide proper notice of meetings to the public and to the board members in compliance with state law.
- (Ord. No. 2450-2020 , § 1(Att. A), 9-28-2020)



Sec. 2-84. ~~Minimum~~ Membership requirements.

- (a) ~~Appointment by city commission.~~ Except for the city housing authority, appointments to membership on standing city boards shall be made by the city commission. Each commissioner shall select an appointment for each board, which will be ratified by the entire board. At large board members shall be selected by the entire commission via staff recommendation.
- (b) ~~Qualifications; membership on more than one standing board prohibited.~~ To be qualified for appointment, a prospective appointee shall be over the age of 18 years of age, have maintained permanent residency within the City of Stuart for at least twelve (12) consecutive months immediately preceding the appointment, or be property owners of real estate within the geographic limits of the City of Stuart for at least twelve (12) consecutive months immediately preceding the appointment will have to meet the requirements of each board's bylaws. No elected official, other than sitting City Commissioners on the CRA, may serve on any of the standing boards.
- (c) ~~Members to maintain qualifications throughout terms.~~ A board member shall maintain all applicable appointment qualifications during the term of membership.

(Ord. No. 2450-2020 , § 1(Att. A), 9-28-2020)

Sec. 2-85. ~~Certificate of a~~ Appointment; orientation.

- (a) ~~With the exception of the City Commissioners on the CRA, board members shall be appointed to fill specific one-year terms. The City Commission shall ratify the members of each board during its annual reorganization meeting. The term shall begin at the first annual meeting of the board and shall expire at the end of December in the same year.~~ Upon appointment by the eCity eCommission, the eCity eClerk shall notify the appointee.
- (b) The eCity eClerk shall also provide to the appointee information regarding the then current provisions of the Florida Government-in-the-Sunshine and the Code of Ethics for Public Officers and Employees statuteory laws. The City Attorney shall be available to appointees in order to explain and/or answer questions for such laws.
- (c) The secretary of the board to which an appointment has been made shall provide to an appointee such information as is appropriate to adequately advise the member of the duties and responsibilities of board membership.

(Ord. No. 2450-2020 , § 1(Att. A), 9-28-2020)

Sec. 2-86. Rules of procedure; ~~quorum~~; voting; attendance; ~~decorum~~.

- (a) ~~The city commission shall adopt bylaws for the conduct of the business of the standing boards. In accordance with the bylaws, the boards shall annually select officers to preside over board meetings.~~
- (b) ~~A quorum of a standing board shall be a majority of the total number of board members. Board action shall be taken by a majority vote of a quorum.~~
- (c) ~~Board Mm~~embers shall faithfully attend and participate at meetings of the board. Any member who fails to attend three successive board meetings shall be deemed to have resigned from the board and a vacancy shall be deemed to exist.

- (b) All meetings shall be conducted informally. If a dispute arises regarding the proper procedure to be followed, Robert's Rules of Order shall take precedence. The Chair of each respective board shall be the arbiter of the application of Robert's Rules of Order.
- (c) Voting shall be by voice and shall be recorded by individual "aye," "yes," "nay," or "no."
- (d) Board members shall conduct themselves in accordance with the provisions of Chapter 112, Florida Statutes regarding ethics for public officials. Board meetings shall be held in accordance with the requirements of Section 286.011, Florida Statutes (i.e. Government in the Sunshine). All board records shall be maintained in accordance with Chapter 119, Florida Statutes (Public Records Law).
- (e) Each member present must cast a vote on each question before the board. Any member who has a personal interest in a matter should abstain from participating as a member of the board in that matter. A member who abstains in any matter in which the member has a personal interest must file a Memorandum of Voting Conflict with the secretary of the board within fifteen (15) days after such vote.
- (f) Each board shall follow the Order of Business as set forth in the agenda prepared by the secretary for each meeting. The Order of Business may be suspended by a majority of members present.
- (g) No member of any board shall represent a client(s) before such board in any matter that will be considered by that board. This prohibition does not preclude board members from representing a client(s) before any other board in the City of Stuart.
- (h) The Chair or presiding officer shall be responsible for maintaining the order and decorum of meetings. It shall be the duty and responsibility of the Chair or presiding officer to ensure that the rules of operation and decorum contained herein are observed. The Chair or presiding officer shall maintain control of communication between the board members with each other, and with city staff and the public.
- (i) All members of the boards shall accord the utmost courtesy to each other, to city employees, and to public members appearing before the board and shall refrain at all times from interruptions, rudeness, derogatory remarks, reflections as to integrity, and abusive comments. Board members shall confine their remarks to the issues before their respective board.
- (j) All members of the boards should request the floor from the presiding officer before speaking. When one member of the board has the floor and is speaking, other board members shall not interrupt or otherwise disturb the speaker.
- (k) In all quasi-judicial hearings, the rules set forth in Chapter 11, City of Stuart Land Development Code shall apply.

(Ord. No. 2450-2020 , § 1(Att. A), 9-28-2020)

Sec. 2-87. Removal of board members without cause; vacancies; ~~holding over.~~

- (a) Members on standing city boards shall serve at the pleasure of their ~~respective appointing e~~City eCommissioner. A board member may be removed from membership by the eCity eCommissioner without cause and without notice and hearing.
- (b) A vacancy shall be deemed to exist upon the resignation, death, or removal of a member. Vacancies, however created, shall be promptly reported to the Ceity mManager by the board secretary. Vacancies shall be filled by the eCity eCommission in the same manner as original appointments as soon as is practicable.
- (c) ~~Board members shall be appointed to fill specific one-year terms of board membership. The city commission shall appoint the members of each board during its annual reorganization meeting.~~
- (d) ~~Term limit for at-large members. No at-large appointee shall serve longer than eight consecutive years on any one board. Current at-large members may serve a full eight-year term upon adoption date of the ordinance~~

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~~from which this section is derived. At large members shall be selected by the city commission from qualified applications which have been submitted to the city clerk. The at large positions shall serve two year terms which shall be staggered.~~

(Ord. No. 2450-2020 , § 1(Att. A), 9-28-2020)

Secs. 2-88—2-956. Reserved.

DIVISION 2. STUART INDEPENDENT REVIEW BOARD

~~Sec. 2-96. Definitions.~~

~~The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Affected department* means the department of city government in which the employee whose conduct is being reviewed is employed.~~

~~*Board* means the Stuart Independent Review Board.~~

~~*Citizen complaint* means a written and signed allegation of improper conduct of an employee of the city made by any person who is not an officer or employee of the city.~~

~~*Employee* means any person employed by the city except a member of the city commission, the city manager, the city attorney.~~

~~*Suspension* means a temporary cessation of work of an employee mandated by the city manager for disciplinary reasons either with or without pay.~~

~~*Written reprimand* means a written criticism by the city manager or department director of the conduct of an employee.~~

~~(Ord. No. 2450-2020, § 1(Att. A), 9-28-2020)~~

Sec. 2-97. Created.

~~(a) The Stuart Independent Review Board's ("SIRB") is hereby created for the purpose of providing independent public review of the conduct of employees of the City.~~

~~(b) All sections of Division 1 Generally hereinabove are hereby incorporated as if set forth herein this Division.~~

(Ord. No. 2450-2020 , § 1(Att. A), 9-28-2020)

Sec. 2-98. Membership.

~~(a) The SIRB independent review board shall consist of five (5) members, appointed by the city commission who shall serve without compensation. Each City Commissioner shall appoint a single member to the SIRB.~~

~~(b) In making its appointments to the board the city commission shall consider the racial, ethnic and cultural characteristics of the residents of the city. In addition to the minimum membership requirements identified in Division 1 hereinabove, a prospective member of the SIRB shall:~~

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- (1) ~~Be not less than 18 years of age;~~
- (2) ~~Be a current resident of Stuart;~~
- (3) ~~Never have been convicted of a crime;~~
- (4) ~~Not be an employee of the city;~~
- (5) ~~Not be a candidate for elective office; and~~
- (6) ~~Not be a party in any pending litigation against the City or any employee of the city.~~

(c) ~~A board member may be removed by majority vote of the city commission for failing to maintain the qualifications for membership or for failing to attend three consecutive meetings of the board or four such meetings in a calendar year.~~

(d) ~~A vacancy on the board shall be filled by the city commission within 60 days.~~

(Ord. No. 2450-2020 , § 1(Att. A), 9-28-2020)

Sec. 2-99. Meetings.

(a) ~~All meetings of the independent review board shall be held at the city hall at the call of the chairperson or at such times as the board elects. The board shall meet as needed but not less frequently than every three months.~~

(b) ~~At its first annual meeting of each year, the SIRB board shall elect a chairperson and a vice-chairperson to serve for a term of one year. The vice-chairperson shall, in the absence, disqualification, resignation, death, severe disability of the chair-person or at the direction of the chair-person, shall exercise the functions of the chair-person. Upon vacancy in the office of the chair-person or vice-chairperson, the SIRB shall select from one of them to fill the position at the next regular meeting following the creation of the vacancy.~~

(c) ~~A quorum of the SIRB board is three members. All action of the board shall be taken by three or more affirmative votes a majority of those board members present.~~

(d) ~~The city manager shall provide all necessary clerical assistance to the board. Board meetings shall be tape recorded and minutes summarizing each meeting shall be promptly prepared. An agenda for each meeting of the board shall be prepared not less than 48 hours in advance of the meeting.~~

(e) ~~The city attorney shall be legal advisor to the board.~~

(Ord. No. 2450-2020 , § 1(Att. A), 9-28-2020)

Sec. 2-100. ~~Powers and~~ Duties and responsibilities.

- (a) ~~The independent review board~~ SIRB shall review all completed investigations conducted by the eCity mManager or designee of citizen's written complaints including disciplinary action, if any.
- (b) ~~Completed investigations shall be submitted to the SIRB board in the form of a written report prepared by the eCity mManager. The report shall include the complaint, if any, any evidence received by the city manager in the form of written documents and audio or video recordings, the proposed disciplinary action, if any, and the factual basis for the proposal.~~
- (c) ~~The SIRB board shall either approve or reject the recommendation of the eCity Mmanager. If the SIRB board rejects the recommendation, it shall provide written findings for its decision which shall be provided to the eCity eCommission for review. The board may also recommend a modification of policies, procedures, rules and regulations pertaining to the subject matter of a review.~~

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~~(d) The recommendation shall be signed by the chairperson as approved by three or more affirmative votes of the entire board membership.~~

(Ord. No. 2450-2020 , § 1(Att. A), 9-28-2020)

Sec. 2-101. Board review procedure.

- (a) Upon completion of a report by the ~~e~~City ~~m~~Manager, a meeting of the ~~SIRB~~independent-review board shall be scheduled to consider and review the report as set forth herein. The meeting shall be held within a reasonable time.
- (b) To assist the ~~SIRB~~board in its review, the ~~e~~City ~~m~~Manager may appoint an advisor to the ~~SIRB~~board who is familiar with the policies and operations of the affected department. The advisor shall factually respond to questions of ~~SIRB~~board members but shall not render opinions nor comment upon the content of the report. The ~~SIRB~~board may request additional information from the ~~e~~City ~~m~~Manager, who will respond promptly.
- ~~(c) The decision of the SIRBboard shall be based exclusively upon the report of the eCity mManager, and any other material provided to the board by the eCity mManager during the hearing. The review hearing is not intended to be an opportunity to introduce new evidence or testimony and therefore no public comment shall be heard by the board until after all hearings have concluded. Because this is an advisory board and the review is limited to the record of events, the SIRBboard is not required to take any public comment.~~

~~(d) The written recommendation of the board shall be advisory to the city manager and shall be filed with the city manager within ten days of the meeting.~~

(Ord. No. 2450-2020 , § 1(Att. A), 9-28-2020)

~~Secs. 2-102—2-138. Reserved.~~

DIVISION 3. BOARD OF ADJUSTMENT

Sec. 2-102. General.

- ~~(a) Name, Purpose, Objectives and Authority. The Board of Adjustment ("BOA") shall be a quasi-judicial board of the City and shall accordingly perform the duties and responsibilities described herein. The BOA has been granted the authority from the City Commission to grant variances and lot splits in compliance with the City's Code of Ordinances and Land Development Code.~~
- ~~(b) All sections of Division 1 Generally hereinabove are hereby incorporated as if set forth herein this Division.~~

Sec. 2-103. Membership; Officers and Staff.

- ~~(a) Number. The BOA shall consist of five (5) members. Each City Commissioner shall appoint a single member to the BOA.~~
- ~~(b) Staff Liaison. The City's Development Director, or his/her designee, shall serve as the staff person to the BOA.~~
- ~~(c) Secretary. The City Clerk, or his/her designee, shall be the Secretary for the BOA, and as such, shall prepare BOA agendas, be the custodian of all books and records of the BOA, keep the minutes and a recording of all votes in all BOA meetings, and send out all notices of meetings and shall perform such other duties as may be requested by the BOA.~~

- (d) Officers. Regular officers of the BOA shall include a chair and a vice-chair who shall be appointed by the BOA at its annual reorganization meeting. The Chair shall preside at all BOA meetings and shall execute instruments in the name of the BOA as may be required. The vice-chair, in the absence, disqualification, resignation or death or disability of the chair or at the chair's discretion, shall exercise the functions of the chair. Upon vacancy in the office of chair and/or vice-chair, the BOA members shall select one of them to fill the position at the next regular meeting following the creation of vacancy.

Sec. 2-104. Meetings; Conduct of Business.

- (a) Regular Meetings. Regular meetings shall be held on the fourth (4) Thursday of each month. No meeting will be convened in the event there is no matter to be considered by the board.
- (b) Special Meetings. Special meetings may be held at the discretion of the BOA as necessary. Special meetings may be held at the discretion of the board as necessary. Special meetings may be called by the Chairperson, the request by any two (2) members of the board to the City's Development Director, or by the City's Development Director.
- (c) A quorum of the BOA shall be three (3) members and an affirmative vote of a majority of those present shall be necessary to conduct business. If any meeting cannot be conducted because a quorum is not present, the members present may receive information only, and take no action other than to adjourn the meeting to a date/time certain and notice of such adjourned meeting shall be given to each member.
- (d) The City's Development Director shall provide the personnel, equipment and materials necessary to enable the CRB to conduct its business.

Sec. 2-105. Duties and Responsibilities.

- (a) The BOA shall have the following duties and responsibilities:

- (1) Review, hold a hearing and consider applications for variances as provided in Section 8.05.00 of the City Land Development Code;
- (2) Interpret the provisions of the City Code of Ordinances and Land Development Code so as to accomplish the intent and purpose of the City Comprehensive Plan; and
- (3) Conduct such hearings as may be necessary to perform the foregoing duties and responsibilities.

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DIVISION 4. COMMUNITY REDEVELOPMENT BOARD

Sec. 2-106. General.

- (a) Name and Purpose. The Community Redevelopment Board ("CRB") shall be an advisory board to the City Commission and the City administration in performing the duties and responsibilities described herein. In addition, the CRB shall provide quasi-judicial proceedings as set forth in the City of Stuart Land Development Code.
- (b) All sections of Division 1 Generally hereinabove are hereby incorporated as if set forth herein this Division.

Sec. 2-107. Membership; Officers and Staff

- (a) Number. The CRB shall consist of seven (7) members. Each city commissioner shall appoint a single member to the CRB. The two (2) remaining CRB members shall be selected by the majority vote of the City Commission.
- (b) Staff Liaison. The City's CRA Director, or his/her designee, shall serve as the staff person to the CRB.

- (c) Secretary. The City Clerk, or his/her designee, shall be the Secretary for the CRB, and as such, shall prepare CRB agendas, be the custodian of all books and records of the CRB, keep the minutes and a recording of all votes in all CRB meetings, and send out all notices of meetings and shall perform such other duties as may be requested by the CRB.
- (d) Officers. Regular officers of the CRB shall include a chair and a vice-chair who shall be appointed by the CRB at its annual reorganization meeting. The Chair shall preside at all CRB meetings and shall execute instruments in the name of the CRB as may be required. The vice-chair, in the absence, disqualification, resignation or death or disability of the chair or at the chair's discretion, shall exercise the functions of the chair. Upon vacancy in the office of chair and/or vice-chair, the CRB members shall select one of them to fill the position at the next regular meeting following the creation of vacancy.

Sec. 2-108. Duties and Responsibilities.

(a) The CRB shall:

- (1) Review, hold a hearing, approve, approve with conditions or deny applications for minor Urban Code conditional use;
- (2) Review development applications which pertain to historic buildings and recommend approval, approval with conditions, or denial of an application for such development to the City Commission;
- (3) Review all proposed amendments to the Urban Code, including proposed amendments on its own volition, and recommend approval, approval with conditions, or denial to the City Commission;
- (4) Review all proposed amendments to the Community Redevelopment Plan and recommend approval, approval with conditions, or denial to the City Commission;
- (5) Review and recommend programs, projects, plans and grant applications to implement the Community Redevelopment Plan to the City Commission;
- (6) Review, hold a hearing and make recommendations to the City Commission on applications for zoning changes for properties within the Community Redevelopment Area as proscribed in Section 3.00.00 of the City Land Development Code;
- (7) Review, hold a hearing and make recommendations to the City Commission on major amendment applications to previously adopted planned unit development ordinances for properties within the Community Redevelopment Area as proscribed in Section 3.00.00 of the City Land Development Code;
- (8) Review, hold a hearing and approve, approve with conditions, or deny applications for public art, as provided in Section 3.01.00 of the City Land Development Code; and
- (9) Conduct such hearings and workshops as may be necessary to perform the foregoing duties and responsibilities.

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Sec. 2-109. Meetings; Conduct of Business.

- (a) Regular meetings shall be held on the first Tuesday of each month. No meeting will be convened in the event there is no matter to be considered by the board. Special meetings may be held at the discretion of the board as necessary. Special meetings may be called by the Chairperson, the request by any two (2) members of the board to the City's CRA Director, or by the City's CRA Director.
- (b) A quorum of the CRB shall be four (4) members and an affirmative vote of a majority of those present shall be necessary to conduct business. If any meeting cannot be conducted because a quorum is not present, the members present may receive information only, and take no action other than to adjourn.

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the meeting to a date/time certain and notice of such adjourned meeting shall be given to each member.

- (c) The City's CRA director shall provide the personnel, equipment and materials necessary to enable the CRB to conduct its business.
- (d) Decisions of the CRB in matters that are quasi-judicial in nature shall be based upon the evidence presented to the board at a quasi-judicial hearing. The board shall make findings of fact and conclusions of law in making its advisory decision. The decisions or orders of the board shall be promptly reduced to writing and signed by the chairperson and secretary.

DIVISION 5. COMMUNITY REDEVELOPMENT AGENCY

Sec. 2-110. General.

- (a) The Stuart Community Redevelopment Agency ("CRA") is established as provided by Part II, Chapter 32, Article VI, Division 1 of the City of Stuart's Code of Ordinances, and the Florida Community Redevelopment Act of 1969, Florida Statutes § 163.330 *et. seq.* The CRA shall constitute a legal entity, separate, distinct, and independent from the City Commission.
- (b) The purpose of the CRA is to formulate a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas within designated areas of the City, as proscribed in Section 3.00.00 Stuart Land Development Code, consistent with the City of Stuart Community Redevelopment Plan adopted by the City Commission in Resolution No. 16-02, dated August 12, 2002, as such plan may from time to time be amended.
- (c) Unless otherwise noted in this section of Stuart Code of Ordinances, the terms used herein shall have the same meaning as defined in Florida Statutes § 163.340, as may be amended from time to time.
- (d) All sections of Division 1 Generally hereinabove are hereby incorporated as if set forth herein this Division.

Sec. 2-111. Membership and Officers.

- (a) The CRA shall be made up of the currently elected City Commissioners and two (2) current members of the City's Community Redevelopment Board ("CRB"). On an annual basis, the CRB shall recommend two current CRB board members to serve on the CRA for the City Commission's approval.
- (b) Members of the CRA shall serve annual terms. In no event shall any member serve beyond the length of their City Commission term or CRB term.
- (c) Nomination and election of officers shall occur at the annual reorganizations meeting of the CRA. The reorganizational meeting shall occur after the annual reorganization meeting of the City Commission.
- (d) Regular officers of the CRA shall be a Chair and a Vice-Chair who shall be appointed by the CRA at its annual reorganization meeting.
- (e) The Chair shall preside at all meetings of the CRA and shall execute instruments in the name of the CRA as may be required. The Vice-Chair shall preside at any meeting wherein the absence, disqualification, resignation or death or disability of the Chair or at the Chair's direction.
- (f) Upon a vacancy in the office of Chair and/or Vice-Chair, the CRA members shall select one of them to fill the position at the next scheduled meeting following the creation of the vacancy.
- (g) The City of Stuart's CRA Director shall serve as the senior staff person and liaison to the CRA.
- (h) The City Clerk, or his/her designee, shall act as a Secretary of the CRA and as such shall prepare CRA agendas, be the custodian of all books and records of the CRA, keep the minutes and a recording of all

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votes of the CRA's meetings, and send out all notices of meetings and shall perform such other duties as may be requested by the CRA.

- (i) The City of Stuart's Director of Finance shall serve as the Treasurer of the CRA to keep financial records of the CRA and administer the CRA's budget; shall keep full and accurate accounts and receipts and disbursements of the CRA; shall have custody of all funds of the CRA in the preparation of a proposed annual budget; and shall make and file all financial reports and statements necessary to be made and filed by the CRA.

Sec. 2-112. Duties and Responsibilities

(a) Authorized actions.

(1) The CRA is authorized to carry out all community redevelopment and related activities specified in Florida Statutes §§ 163.358 and 163.370; with the exception of:

- a. The power to authorize the issuance of revenue bonds as set forth in Florida Statutes § 163.385; and**
- b. The power to approve the acquisition, demolition, removal, or disposal of property as provided in F.S. § 163.370(4)(a) and the power to assume the responsibility to bear loss as provided in F.S. § 163.370(4)(b).**

(2) The foregoing specifically enumerated powers shall be retained by the city commission.

(3) The CRA may recommend to the City Commission amendments to this Division.

Sec. 2-113. Meetings; Conduct of Business.

- (a) Regular meetings shall be held as necessary in the City Commission Chambers at the City Hall of Stuart. No meeting will be convened in the event there is no matter to be considered by the CRA.**
- (b) Special meetings may be held at the discretion of the CRA as necessary. Special meetings may be called by the CRA Director, by any two members of the CRA, or by the Chair by requesting the CRA Director give notice of such special meetings in compliance with the City of Stuart's Code of Ordinances.**
- (c) The CRA shall follow the Order of Business as set forth in the noticed agenda for the respective meeting. The Order of Business may be suspended by a majority vote of the present members.**
- (d) A quorum of the CRA shall be four (4) members. Four affirmative votes shall be necessary to conduct business. If any meeting cannot be conducted because a quorum is not present, the members who are present may receive information only, and take no action other than to adjourn the meeting to a time certain and notice of such adjourned meeting shall be given to each member.**
- (e) No member of the CRA shall represent a client before the CRA in any matter that will be considered by the CRA.**

DIVISION 6. LOCAL PLANNING AGENCY

Sec. 2-114. General.

- (a) The Local Planning Agency ("LPA") is established as provided by the City of Stuart Code of Ordinances and Florida Statutes § 163.3174. The LPA shall constitute the local planning agency as that term is defined and construed in Florida Statutes § 163.3164.**
- (b) The LPA shall be an advisory board to the City Commission and to the city administration in performing the duties and responsibilities described herein.**

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(c) All sections of *Division 1 Generally* hereinabove are hereby incorporated as if set forth herein this Division.

Sec. 2-115. Membership; Officers and Staff.

- (a) The LPA shall consist of seven (7) members. Each City Commissioner shall appoint a single member to the LPA. The two (2) remaining members shall be selected by majority vote of the entire City Commission.
- (b) Nomination and election of officers shall occur at the annual organizations meeting of the LPA. The organizational meeting shall occur after the annual reorganization meeting of the City Commission.
- (c) Regular officers of the LPA shall be a Chair and a Vice-Chair who shall be appointed by the LPA at its annual reorganization meeting.
- (d) The Chair shall preside at all meetings of the LPA and shall execute instruments in the name of the LPA as may be required. The Vice-Chair shall preside at any meeting wherein the absence, disqualification, resignation or death or disability of the Chair or at the Chair's direction.
- (e) Upon a vacancy in the office of Chair and/or Vice-Chair, the LPA members shall select one of them to fill the position at the next scheduled meeting following the creation of the vacancy.
- (f) The City of Stuart's Development Director shall serve as the senior staff person and liaison to the LPA.
- (g) The City Clerk, or his/her designee, shall act as a Secretary of the LPA and as such shall prepare LPA agendas, be the custodian of all books and records of the LPA, keep the minutes and a recording of all votes of the LPA's meetings, and publish all notices of meetings in the newspaper and shall perform such other duties as may be requested by the LPA.

Sec. 2-116. Duties and Responsibilities.

(a) The LPA shall:

- (1) Review, hold a hearing and make recommendations to the City Commission regarding proposed amendments to the text of the Stuart Comprehensive Plan;
- (2) Review, hold a hearing and make recommendations to the City Commission regarding proposed amendments to the text of the Stuart Land Development Code;
- (3) Review, hold a hearing, and make recommendations to the City Commission regarding proposed amendments to the future land use map component of the future land use element of the Stuart Comprehensive Plan;
- (4) Review, hold a hearing and make recommendations to the City Commission on applications for zoning changes for properties located outside of the Community Redevelopment Area as proscribed in Section 3.00.00;
- (5) Review, hold a hearing and recommendations to the City Commission on applications for a major amendment to a previously adopted planned unit development ordinance for properties located outside of the Community Redevelopment Area as proscribed in Section 3.00.00;
- (5) Review, hold a hearing and make recommendations to the City Commission regarding proposed annexations to the City;
- (6) Consider and make recommendations regarding the consistency of proposed developments with the various elements of the Stuart Comprehensive Plan;
- (7) Conduct such public hearings as may be required to gather information necessary for the preparation, establishment, and maintenance of the Stuart Comprehensive Plan, as well as all other public hearings required by these regulations or by the City Commission; and

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- (8) Make other recommendations to the City Commission and the city administrative staff upon the request of either regarding land use in the City and the regulation thereof by the City.

Sec. 2-117. Meeting; Conduct of Business.

- (a) Regular meetings shall be held on the second Thursday of each month. No meeting will be convened in the event that there is no matter to be considered by the LPA.
- (b) Special meetings may be held at the discretion of the LPA as necessary. Special meetings may be called by the Chairperson, the request by any two (2) members of the board to the City's Development Director, or by the City's Development Director.
- (c) The LPA shall follow the Order of Business as set forth in the noticed agenda for the respective meeting. The Order of Business may be suspended by a majority vote of the present members.
- (d) A quorum of the LPA shall be four (4) members and an affirmative vote of a majority of those present shall be necessary to conduct business. If any meeting cannot be conducted because a quorum is not present, the members who are present may receive information only, and take no action other than to adjourn the meeting to a time certain and notice of such adjourned meeting shall be given to each member.
- (e) Prior to any quasi-judicial hearing, each LPA member shall disclose any ex-parte communications with the applicant.
- (f) In all quasi-judicial hearings, the rules set forth in Section 11.03.00 of the City of Stuart's Land Development Code shall apply.
- (g) No member of the LPA shall represent a client before the LPA in any matter that will be considered by the CRA.

DIVISION 7. EAST STUART HISTORICAL ADVISORY COMMITTEE

Sec. 2-118. General

- (a) The East Stuart Historical Advisory Committee ("ESHAC") shall be an advisory board to the City Commission and to the city administration in performing the duties and responsibilities described herein.
- (b) All sections of Division 1 Generally hereinabove are hereby incorporated as if set forth herein this Division.

Sec. 2-119. Membership; Officers and Staff.

- (a) The ESHAC shall consist of seven (7) members. Each City Commissioner shall appoint a single member to the ESHAC. The two (2) remaining members shall be selected by the majority of the City Commission.
- (b) Nomination and election of officers shall occur at the annual organizations meeting of the ESHAC. The organizational meeting shall occur after the annual reorganization meeting of the City Commission.
- (c) Regular officers of the ESHAC shall be a Chair and a Vice-Chair who shall be appointed by the ESHAC at its annual reorganization meeting.
- (d) The Chair shall preside at all meetings of the ESHAC and shall execute instruments in the name of the ESHAC as may be required. The Vice-Chair shall preside at any meeting wherein the absence, disqualification, resignation or death or disability of the Chair or at the Chair's direction.
- (e) Upon a vacancy in the office of Chair and/or Vice-Chair, the ESHAC members shall select one of them to fill the position at the next scheduled meeting following the creation of the vacancy.

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(f) The City's CRA Director shall serve as the senior staff person and liaison to the ESHAC.

(g) The City Clerk, or his/her designee, shall act as a Secretary of the ESHAC and as such shall prepare ESHAC agendas, be the custodian of all books and records of the ESHAC, keep the minutes and a recording of all votes of the ESHAC's meetings, and send out all notices of meetings and shall perform such other duties as may be requested by the ESHAC.

Sec. 2-120. Duties and Responsibilities

(a) The ESHAC shall provide recommendations to the CRA Director which celebrate and commemorate the history of the East Stuart Community.

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Sec. 2-121. Meetings; Conduct of Business.

(a) Regular meetings shall be held on a quarterly basis. No meeting will be convened in the event that there is no matter to be considered by the ESHAC.

(b) Special meetings may be held at the discretion of the ESHAC as necessary.

(c) A quorum of the ESHAC shall be three (3) members and an affirmative vote of a majority of those present shall be necessary to pass any motion or adopt any order. Three (3) members is only needed for a quorum and should not be interpreted to mean that only three votes necessary to pass a matter if all seven (7) members of the ESHAC are present. If any meeting cannot be conducted because a quorum is not present, the members who are present may receive information only, and take no action other than to adjourn the meeting to a time certain and notice of such adjourned meeting shall be given to each member.

Secs. 2-122—2-138. Reserved.

PART II - CODE OF ORDINANCES
Chapter 32 - PLANNING AND DEVELOPMENT
ARTICLE VI. - COMMUNITY REDEVELOPMENT
DIVISION 1. COMMUNITY REDEVELOPMENT AGENCY

DIVISION 1. COMMUNITY REDEVELOPMENT AGENCY¹

Sec. 32-236. Agency created.

There is hereby created a public body, corporate and politic, to be known as the Stuart Community Redevelopment Agency. Such agency shall develop and prepare a community redevelopment plan.

(Code 1981, § 12-11.1; Code 1995, § 62-242)

Sec. 32-237. ~~Board of directors; terms, vacancies; Bylaws and Rules of Administration.~~

~~The Community Redevelopment Agency's bylaws and rules of administration can be found in Chapter 2, Article III of the City's Code of Ordinances.~~

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~~(a) The members of the community redevelopment agency shall include the members of the city commission and two other persons who are appointed as members of the community redevelopment board of directors by the city commission. The terms of office of the city commission members shall coincide with the terms of office for the city commission. The terms of office of the appointed members shall be four years, except that the first person appointed shall initially serve a term of two years. A vacancy occurring during a term shall be filled for the unexpired term by the city commission.~~

~~(b) The two appointed members shall be members of the community redevelopment board who shall serve on the community redevelopment agency as ex-officio members. The two appointed members shall reside, or own real property, or be employed in business within the city.~~

~~(Code 1981, § 12-11.3; Code 1995, § 62-243; Ord. No. 1650(A), § 1, 11-9-1998; Ord. No. 1716-00, § 1, 2-28-2000)~~

Sec. 32-238. Employment of agents and employees.

Subject to budget approval by the ~~e~~City ~~e~~Commission, the agency may employ an executive director, technical experts, and such other agents and employees, permanent and temporary, as it requires, and determine their qualifications, duties, and compensation.

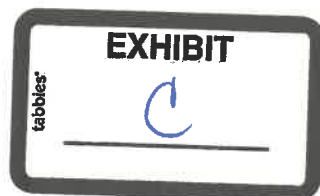
(Code 1981, § 12-11.4; Code 1995, § 62-244)

Sec. 32-239. Fiscal year.

The agency shall adopt a fiscal year which shall coincide with the fiscal year of the ~~e~~City.

(Code 1981, § 12-11.5; Code 1995, § 62-245)

¹Editor's note(s)—The editor has entitled the former provisions of Art. VI, §§ 32-326—32-246, as Div. 1, as herein set out, in order to allow additional provisions relating to community redevelopment to be added to this article.



Sec. 32-240. Annual budget.

Although not a department, the agency shall prepare and submit its annual budget to the eCity eCommission for approval in accordance with the policies and deadlines set for departments of the eCity in the preparation of the eCity's annual budget. Such agency budget shall also specify all anticipated sources of revenues and estimated amounts. The agency shall not appropriate, encumber or spend any funds unless provided for in its budget as approved by the eCity eCommission, nor shall it modify its budget without approval of the eCity eCommission.

(Code 1981, § 12-11.6; Code 1995, § 62-246)

Sec. 32-241. Report of agency's activities; publication of notice.

The agency shall file with the eCity eCommission and with the auditor general, on or before March 31 of each year, a report of its activities for the preceding fiscal year, which report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of such fiscal year. At the time of filing the report, the agency shall publish in a newspaper of general circulation in the community a notice to the effect that such report has been filed with the eCity and that the report is available for inspection during business hours in the office of the eCity eClerk and in the office of the agency.

(Code 1981, § 12-11.7; Code 1995, § 62-247)

Sec. 32-242. ~~Reserved for future use.~~Appointment and compensation of directors; majority to constitute quorum.

~~(a) — A director of the community redevelopment agency shall receive no compensation for his services, but is entitled to the necessary expenses, including traveling expenses, incurred in the discharge of his duties. Each director shall hold office until his successor has been appointed and has qualified. A certificate of the appointment or reappointment of any director shall be filed with the city clerk, and such certificate is conclusive evidence of the due and proper appointment of such director.~~

~~(b) — The powers of a community redevelopment agency shall be exercised by the board of directors thereof. A majority of the directors constitutes a quorum for the purpose of conducting business and exercising the powers of the agency and for all other purposes. Action may be taken by the agency upon an affirmative vote of at least four directors.~~

~~(Code 1981, § 12-11.9; Code 1995, § 62-248; Ord. No. 1650(A), § 2, 11-9-1998; Ord. No. 1716-00, § 2, 2-28-2000)~~

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Sec. 32-243. Powers of agency; specific limitations.

The eCommunity fRedevelopment aAgency shall have only such powers as are necessary and convenient to carry out the purposes of this article and which have been specifically provided in F.S. § 163.358.

(Code 1981, § 12-11.10; Code 1995, § 62-249)

Sec. 32-244. Community redevelopment plans—Submittal.

The eCommunity fRedevelopment pPlan shall conform to the requirements of F.S. § 163.360.

(Code 1981, § 12-11.11; Code 1995, § 62-250)

Sec. 32-245. Same—Contents.

The community redevelopment plan shall contain the information required by F.S. § 163.362.

(Code 1981, § 12-11.12; Code 1995, § 62-251)

Sec. 32-246. Powers contingent upon approval of plan; exceptions.

- (a) The eCity eCommission may not exercise any of the powers of F.S. § 163.330 et seq., the Community Redevelopment Act of 1969, unless and until it approves a community redevelopment plan in accordance with this article and chooses to vest itself with any such powers by future ordinance; provided, however, the eCity eCommission shall have such powers as are necessary and convenient to carry out the following purposes:
- (1) To provide for the general operation and overhead of the agency and the preparation and approval of its budget.
 - (2) To provide for the preparation, review, and approval of community redevelopment plans.
 - (3) To carry out plans for a program of voluntary repair and rehabilitation of buildings or other improvements in the area of operation.
 - (4) With permission of the owner or other person in control of the premises, to enter into any building or property in any community redevelopment area in order to make inspections, surveys, appraisals, soundings, or test borings.
 - (5) To invest any community redevelopment funds held in reserves or sinking funds or any such funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control.
 - (6) To apply for and accept grants, contributions, and any other form of financial assistance from the federal government or the state, county, or other public body or from any sources, public or private, for the purposes of this part and to enter into and carry out contracts or agreements in connection therewith; and to include in any contract for financial assistance with the federal government for or with respect to community redevelopment and related activities such condition imposed pursuant to federal laws as the county or municipality deems reasonable and appropriate which are not inconsistent with the purposes of this article.

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- (b) The eCity may exercise all or any part or combination of the powers set forth herein or may elect to have such powers, as it shall designate by separate ordinance, exercised by the eCommunity #Redevelopment aAgency.
- (c) Nothing herein shall be construed to be a limitation on those powers of the eCity or the exercise thereof which the eCity had by charter, general law, special law, or ordinance, prior to the enactment of this article.
- (Code 1981, § 12-11.13; Code 1995, § 62-252)

Secs. 32-247—32-260. Reserved.