



City of Stuart

## AGENDA

**SPECIAL COMMISSION MEETING OF THE STUART CITY COMMISSION  
SEPTEMBER 16, 2024  
AT 5:30 PM  
COMMISSION CHAMBERS  
121 SW FLAGLER AVE.  
STUART, FLORIDA 34994**

### CITY COMMISSION

**Mayor Campbell Rich  
Commissioner Eula R. Clarke  
Commissioner Christopher Collins  
Commissioner Laura Giobbi  
Commissioner Sean Reed**

### 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](mailto: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**

**PLEDGE OF ALLEGIANCE**

**COMMENTS BY CITY COMMISSIONERS**

**COMMENTS BY CITY MANAGER**

**APPROVAL OF AGENDA**

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

**COMMISSION ACTION**

**1. COLLABORATION WITH FEMA UNDER BRIC PROGRAM (RC):**

RESOLUTION No. 83-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART TO ENTER A NON-FINANCIAL DIRECT TECHNICAL ASSISTANCE AGREEMENT TO COLLABORATE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) UNDER THE BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC) PROGRAM; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

**2. DECLARATION OF ZONING IN PROGRESS (RC):**

RESOLUTION No. 95-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, DECLARING "ZONING IN PROGRESS" UNDER SECTION 1.04.04, STUART LAND DEVELOPMENT CODE, FOR NEW DEVELOPMENT EXCEPT FOR SINGLE-FAMILY DWELLINGS OR REQUESTS THAT DO NOT INCREASE THE DENSITY OR INTENSITY OF AN EXISTING USE OR STRUCTURE; DIRECTING CITY STAFF TO REVIEW AND PROPOSE CERTAIN AMENDMENTS TO THE STUART LAND DEVELOPMENT CODE, THE COMPREHESIVE PLAN AND THE CODE OF ORDINANCES; PROVIDING FOR AN 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.

# CITY OF STUART, FLORIDA

## AGENDA ITEM REQUEST

### City Commission

**Meeting Date:** 9/16/2024

**Prepared by:** Jacqui May

**Title of Item:**

COLLABORATION WITH FEMA UNDER BRIC PROGRAM (RC):

RESOLUTION No. 83-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART TO ENTER A NON-FINANCIAL DIRECT TECHNICAL ASSISTANCE AGREEMENT TO COLLABORATE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) UNDER THE BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC) PROGRAM; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

**Summary Explanation/Background Information on Agenda Request:**

The Federal Emergency Protection Agency (FEMA) established the Building Resilient Infrastructure and Communities (BRIC) Direct Technical Assistance (DTA) initiative to provide wide-ranging non-financial support and technical assistance to underserved communities to undertake hazard mitigation solutions, including but not limited to risk assessments, community engagement, partnership building, and mitigation and adaptation planning.

FEMA provides non-financial support to recipients for the purposes provided for herein, which will benefit the City of Stuart by providing tailored technical support so that the City of Stuart can design and implement holistic, equitable, adaption and risk reduction solutions that advance local objectives and close capability gaps. The City of Stuart's Public Works and Utilities and Engineering Departments' strategies relating to community safety and resiliency align with the purpose of this technical assistance program. The City will not incur any cost for participation in this free Direct Technical Assistance program. The City continues to implement strategies to reduce risk and strengthen resilience throughout the community through projects as needed.

**Funding Source:**

N/A

**Recommended Action:**

Authorize Resolution 83-2024

**ATTACHMENTS:**

1. R83-2024 Authorization to Execute Agreement for FEMA BRIC DTA Program
2. R83-2024\_Att.1\_FY23 BRIC DTA MOU City of Stuart FL



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

**RESOLUTION NUMBER 83-2024**

**A RESOLUTION OF THE CITY COMMISSION OF  
THE CITY OF STUART, FLORIDA, AUTHORIZING  
THE CITY OF STUART TO ENTER A NON-  
FINANCIAL DIRECT TECHNICAL ASSISTANCE  
AGREEMENT TO COLLABORATE WITH THE  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
(FEMA) UNDER THE BUILDING RESILIENT  
INFRASTRUCTURE AND COMMUNITIES (BRIC)  
PROGRAM; PROVIDING AN EFFECTIVE DATE; AND  
FOR OTHER PURPOSES.**

\* \* \* \* \*

**WHEREAS**, the Federal Emergency Protection Agency (FEMA) established the Building Resilient Infrastructure and Communities (BRIC) Direct Technical Assistance (DTA) initiative to provide wide ranging non-financial support and technical assistance to underserved communities to undertake hazard mitigation solutions, including but not limited to risk assessments, community engagement, partnership building, and mitigation and adaptation planning; and

**WHEREAS**, FEMA provides non-financial support to recipients for the purposes of provided for herein which will benefit the City of Stuart by providing tailored technical support so that the City of Stuart can design and implement holistic, equitable, adaption and risk reduction solutions that advance local objectives and close capability gaps and apply for related grants; and

**WHEREAS**, the City of Stuart's Public Works and Utilities and Engineering Departments' strategies relating to community safety and resiliency align with the purpose of this technical assistance program; and

**WHEREAS,** the City of Stuart will not incur any cost for participation in this free Direct Technical Assistance program which will support future projects and grant applications; and

**WHEREAS,** the City of Stuart continues to implement strategies to reduce risk and strengthen resilience throughout the community through projects as needed.

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

**SECTION 1:** The City Manager is hereby authorized and directed to execute and submit the agreement for the BRIC Direct Technical Assistance Program, subject to the review and approval by the City Attorney.

**SECTION 2:** This resolution shall take effect on adoption.

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

CAMPBELL RICH, MAYOR  
EULA R. CLARKE, COMMISSIONER  
CHRISTOPHER COLLINS, COMMISSIONER  
LAURA GIOBBI, COMMISSIONER  
SEAN REED, COMMISSIONER

| YE<br>S | NO | ABSEN<br>T | ABSTAIN |
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ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
MARY R. KINDEL, MMC  
CITY CLERK

\_\_\_\_\_  
CAMPBELL RICH  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

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LEE J. BAGGETT, ESQ  
CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE FEDERAL  
EMERGENCY MANAGEMENT AGENCY  
AND  
City of Stuart, FL**

**I. Parties:**

The parties to this Agreement are the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) and City of Stuart, FL.

**II. Purpose:**

The purpose of this Agreement is to provide a framework for the collaboration of FEMA and City of Stuart, FL to carry out their respective roles and responsibilities with respect to Non-financial Direct Technical Assistance (DTA) under FEMA's Building Resilient Infrastructure and Communities (BRIC) program. This Agreement sets forth the terms by which FEMA will provide BRIC DTA to City of Stuart, FL. This agreement is not intended to be legally binding.

This Agreement is not an award of, or approval for, FEMA funding. Any financial assistance from FEMA would only be available through a separate application and award process, such as the process detailed in the current [BRIC Fiscal Year 2023 Notice of Funding Opportunity \(NOFO\)](#), or through another FEMA Hazard Mitigation program. This Agreement in no way guarantees that there will be a separate agreement for financial assistance or reimbursement of any kind.

FEMA and City of Stuart, FL recognize the value of working with one another to strengthen the resilience of City of Stuart, FL by leveraging tailored technical support from FEMA, and other partners, so that City of Stuart, FL can design and implement holistic, equitable, climate adaptation and risk reduction solutions that advance local objectives and close capability gaps.

The technical assistance provided by FEMA in relation to this Agreement, and the outcomes related to such technical assistance, will vary based on the availability and resources of FEMA and City of Stuart, FL.

### **III. Context**

Millions of people living across the United States, its territories, and in Tribal lands are affected by natural hazards each year. Underserved communities and its citizens are often disproportionately impacted by such hazards and sometimes have fewer resources to ‘build back better’ following disasters, or otherwise increase their resilience to future risks. With the escalation in the frequency and intensity of natural hazard events, the imperative to reduce risk and strengthen resilience has intensified, especially for people on the frontlines, who will experience the most adverse consequences of climate change.

In recognition of these needs, FEMA established the BRIC DTA initiative to provide wide-ranging non-financial support and technical assistance to underserved communities to undertake hazard mitigation solutions, including but not limited to climate risk assessments, community engagement, partnership building, and mitigation and climate adaptation planning. Support for BRIC DTA communities can be provided regardless of the timing or status of any grants the community may pursue or receive.

### **IV. Authority:**

Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C. § 5133), Predisaster Hazard Mitigation, as amended.

### **V. Definitions:**

As used in this Agreement:

“BRIC DTA Facilitator” means a Regional FEMA staff who coordinates directly with one or more communities as their FEMA BRIC DTA point of contact.

“Community Partners” can be organizations from within and outside the government that may facilitate capacity building, offer subject matter expertise, leverage resources, and/or enhance community engagement. Partners may include, but are not limited to, other government entities, nonprofits, non-governmental and community-based organizations, labor unions, advocacy groups, chambers of commerce and major employers or anchor institutions, and philanthropic organizations.

“BRIC DTA Contractors” are experts working under contractual agreements (i.e., contracts, interagency agreements, etc.) with FEMA to support delivery of technical services to a community as part of the BRIC DTA initiative.

“Community Engagement” is the process of working collaboratively with a diverse group of stakeholders to address issues affecting their well-being.

“BRIC DTA Action Plan” describes the technical assistance activities that the BRIC program will provide, as developed, and agreed upon by City of Stuart, FL, FEMA, and any other relevant partners, to address the needs and gaps identified.

## **VI. Responsibilities:**

### **A. FEMA’s Responsibilities**

FEMA will:

1. Approach BRIC DTA as a collaborative effort, recognize the inherent expertise within City of Stuart, FL, and remain open to mutual learning and growth.
2. Recognize that the BRIC DTA initiative is community driven. FEMA acknowledges that there is no “one-size fits all” technical assistance model, and that the approach to planning and capacity building for local risk reduction and climate resilience must be customized, flexible, and adaptable.
3. Assign a BRIC DTA Facilitator to work alongside City of Stuart, FL to understand the community’s vision for resilience and assess and define technical assistance needs.
4. Consult BRIC DTA Contractors in support of the community’s vision for resilience and the development of specific strategies to address community technical assistance needs and build partnerships.
5. Support and advise City of Stuart, FL in the development of a BRIC DTA Action Plan that identifies specific strategies and actions to build capacity and advance potential projects and partnerships under the BRIC program.
6. Ensure that the BRIC DTA Action Plan, and the overall delivery of BRIC DTA, respects cultural norms and traditions and acknowledges past and current disparities.
7. Work together with City of Stuart, FL and other partners to access best available science and knowledge about risk and climate change and help integrate into design considerations.
8. Support City of Stuart, FL in advancing decision-making processes that include representatives from all affected groups.
9. Collaborate with City of Stuart, FL to help identify and leverage partnerships that are best suited to meet local climate resilience and hazard risk reduction needs at all governmental levels, and with other non-profit, foundation and private partners.
10. Foster outreach to and engagement with the City of Stuart, FL using tailored tools and approaches to establishing shared goals and projects that meet community-wide resilience priorities across stakeholder groups consistent with the BRIC program.
11. Support development of projects that leverage co-benefits and address multiple hazards to create additional value; assist with project identification and planning under the BRIC program.
12. Partner with City of Stuart, FL for up to 36-months (from the effective date of this Agreement) to identify needs, build partnerships and deliver wide-ranging technical assistance based on the BRIC DTA Action Plan.

## **B. City of Stuart, FL's Responsibilities**

City of Stuart, FL will:

1. Invite FEMA to work collaboratively with City of Stuart, FL to maximize the achievement of their climate resilience and hazard mitigation goals.
2. Engage in the development of a Community Needs Assessment that will build an understanding of City of Stuart, FL's vision for resilience and identify gaps in capacity.
3. Formulate a BRIC DTA Action Plan, with FEMA's support, that identifies specific strategies to build capacity and advance community-wide mitigation or resilience projects under the BRIC program and expand partnerships.
4. Foster community engagement to involve diverse stakeholders into the planning process and ensure plans represent the interests of the full community.
5. Communicate progress towards the implementation of risk reduction and climate adaptation projects eligible under the BRIC program.
6. Identify and build partnerships across all governmental levels, and the private and nonprofit sectors, to advance goals and support City of Stuart, FL's long-term risk reduction and climate resilience endeavors.
7. Provide feedback to FEMA so that the Agency can improve current BRIC DTA delivery in real-time and better understand overall gaps and barriers to accessing mitigation grants, as well as adapt the initiative to better meet the needs of future participants.
8. Share best practices, successes, and challenges with peers and those interested in participating in the initiative.
9. Prioritize committing community time and resources to the BRIC DTA process, to the extent possible, to ensure successful collaboration.
10. Partner with FEMA for up to thirty-six months to identify needs, build partnerships and implement risk reduction and climate adaptation actions.

## **VII. Other Provisions**

- A. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of FEMA or City of Stuart, FL. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- B. Nothing in this Agreement is intended to restrict the authority of either party to act as provided by statute or regulation.
- C. Any information shared under this Agreement will comply with the Privacy Act, and to the extent required and allowable, the Freedom of Information Act (FOIA), and any other applicable statute, regulation, or Executive Order.
- D. This Agreement is between FEMA and City of Stuart, FL. It does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or in equity, onto any third person or party (public or private) against the United States, its agencies, its officers or employees, or any person; or against City of Stuart,

- FL its officers or employees, or any other person.
- E. This Agreement creates neither a partnership nor a joint venture, and neither party has the authority to bind the other. This Agreement is not intended to be enforceable in any court of law or dispute resolution forum.
  - F. The parties will use or display each other's name, emblem, or trademarks only in the case of particular projects and only with the prior written consent of the other party. The Department of Homeland Security (DHS) seal is protected by 18 U.S.C. §§ 506, 701, and 1017, among other laws, and use of the seal is controlled by the DHS Office of Public Affairs through DHS Management Directive No. 123-06. Written permission is required to use the DHS Seal. Any party to this agreement that is not a Federal entity may only use an official DHS seal or logo upon written permission from DHS.
  - G. The parties to this Agreement agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this Agreement. The parties agree -- subject to any limitations imposed by law, rule, or regulation -- to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this Agreement, each party's designated legal representatives will, within seven (7) calendar days of receipt, provide the other's designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims, 28 U.S.C. §§ 1346(b) and 2671–80 Act provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by federal employees within the scope of their employment.
  - H. The parties to this Agreement shall carry out its responsibilities in an equitable and impartial manner free from discrimination in accordance with Section 308 of the Stafford Act as applicable.
  - I. This Agreement is not a fiscal or funds obligation document. Any services, equipment or personnel provided to FEMA to accomplish the goals anticipated under this agreement are done so without expectation of reimbursement or the payment of fees related to the provision of such services, equipment, or personnel, unless otherwise agreed. Any specific work or activity that involves the transfer of funds, services, or property among the parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory or other legal authority. This Agreement does not provide such authority.
  - J. This Agreement, upon execution, contains the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter.

**IV. Effective Date:**

The terms of this Agreement will become effective upon the signature of both parties.

**V. Modification:**

This Agreement may be modified upon the mutual, written consent of the parties.

**VI. Termination:**

The terms of this Agreement, as modified with the consent of both parties, will remain in effect until the completion of the community BRIC DTA Action Plan, and not to exceed thirty-six months past the signing of this Agreement. Either party may terminate this Agreement upon 10 days' written notice to the other party.

**Approved by:**

\_\_\_\_\_  
Name and position of the official signing for City of Stuart, FL

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and position of the official signing for FEMA Region

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and position of the official signing for FEMA Headquarters

\_\_\_\_\_  
Date

# CITY OF STUART, FLORIDA

## AGENDA ITEM REQUEST

### City Commission

**Meeting Date:** 9/16/2024

**Prepared by:** Lee Baggett

**Title of Item:**

DECLARATION OF ZONING IN PROGRESS (RC):

RESOLUTION No. 95-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, DECLARING "ZONING IN PROGRESS" UNDER SECTION 1.04.04, STUART LAND DEVELOPMENT CODE, FOR NEW DEVELOPMENT EXCEPT FOR SINGLE-FAMILY DWELLINGS OR REQUESTS THAT DO NOT INCREASE THE DENSITY OR INTENSITY OF AN EXISTING USE OR STRUCTURE; DIRECTING CITY STAFF TO REVIEW AND PROPOSE CERTAIN AMENDMENTS TO THE STUART LAND DEVELOPMENT CODE, THE COMPREHENSIVE PLAN AND THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

**Summary Explanation/Background Information on Agenda Request:**

On August 26, 2024, the City Commission directed City staff to initiate a "Zoning in Progress" authorized under Section 1.04.04 of the City of Stuart Land Development Code. The purpose of the Zoning in Progress is to allow the City Commissioners to evaluate and make text amendments or map changes to the City of Stuart Land Development Code and Comprehensive Plan, if applicable.

Pursuant to Section 1.04.04(2) of the City of Stuart Land Development Code, the Zoning in Progress shall be limited to three (3) months, unless the City Commission extends the period for up to an additional three (3) months for good cause, and upon making a finding that it is in the public interest to do so. The City Commission further determines that this Resolution shall not apply to any application that was filed on or before September 4, 2024. The resolution will enact the zoning in progress for 90 days. During that time, staff will schedule workshops and other public hearings to address the code. If the Commission deems it necessary to extend the zoning in progress, it will only do so by holding another public hearing and adopting another resolution extending the time.

During the Zoning in Progress, the City's Development Department shall not accept or process applications except for (1) single family dwellings; and (2) requests that do not increase the density or intensity of an existing use or structure. Furthermore, the Zoning in Progress shall apply to new development, amendments to planned unit developments, amendments to development orders, substantial improvements and substantial renovation as defined in Chapter 12 of the Stuart Land Development Code.

**Funding Source:**

N/A

**Recommended Action:**

Request for the City Commission to provide direction to City staff regarding Resolution 95-2024.

**ATTACHMENTS:**

1. R95-2024 Stuart, FL Land Development Code Sec. 1.04.04 - Zoning in Progress
2. R95-2024 Zoning in Progress

Sec. 1.04.04. - Zoning in progress.

- (1) *Purpose.* The purpose of zoning in progress is to allow the city to make a text amendment or district map change to the Stuart Land Development Code, and apply that change to development applications submitted following the declaration of zoning in progress. Additionally, zoning in progress allows a temporary hold on permits, licenses and other development orders already in progress, if there is a pending change in the Land Development Code that would affect the permit, license or other development order.
- (2) *No permits issued; and period of time.* During the period of time that the land planning agency or the city commission is considering either a text amendment or a change of zoning district to the Stuart Land Development Code, no plans, permit(s), license(s), or other development order(s) of any kind shall be issued if issuance would result in the nonconforming or unlawful use of the subject property in the event that the text amendment or zoning district change be enacted by the city commission (freeze period). The maximum freeze period allowed for zoning in progress shall be three months, except that the city commission may extend the period for up to an additional three months for good cause, and upon making a finding that it is in the public interest to do so.
- (3) *Notice of declaration.* The declaration of zoning in progress, and the freeze period on development orders, permits and licenses shall begin on the earlier of:
  - (a) Publication of a notice of a public hearing before the city commission to consider a resolution declaring zoning in progress; or
  - (b) Publication of a notice of a public hearing before the local planning agency on a text amendment or zoning district change, which notice also includes a notice of zoning in progress.
- (4) *Applicability.*
  - (a) Upon adoption of a text amendment or district map change, all pending applications, permits, licenses, and other development orders shall conform to the new provisions.
  - (b) Notwithstanding anything contained in this section to the contrary, no application for a text amendment to the Code, or map rezoning, plan approval, permit, or other development order shall be held up by this procedure for more than a total of six months, including all time periods described herein. Any such approval shall be deemed granted, if so affected, except as provided in subsection (c) below.
  - (c) Where an affected property owner requests a postponement or other delay of an application, such period of delay shall toll the running of the freeze period.
  - (d) If it is determined by the city development director that an application for a text amendment or map rezoning, plan, permit, license, or other development order would not

violate the provisions of a pending zoning measure, such application, shall be exempt from this section.

(Ord. No. 2056-05, § 1, 11-28-05)



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

**RESOLUTION NUMBER 95-2024**

**A RESOLUTION OF THE CITY COMMISSION  
OF THE CITY OF STUART, FLORIDA,  
DECLARING “ZONING IN PROGRESS” UNDER  
SECTION 1.04.04, STUART LAND  
DEVELOPMENT CODE, FOR NEW  
DEVELOPMENT EXCEPT FOR SINGLE-  
FAMILY DWELLINGS OR REQUESTS THAT  
DO NOT INCREASE THE DENSITY OR  
INTENSITY OF AN EXISTING USE OR  
STRUCTURE; DIRECTING CITY STAFF TO  
REVIEW AND PROPOSE CERTAIN  
AMENDMENTS TO THE STUART LAND  
DEVELOPMENT CODE, THE COMPREHESIVE  
PLAN AND THE CODE OF ORDINANCES;  
PROVIDING FOR AN EFFECTIVE DATE, AND  
FOR OTHER PURPOSES.**

\* \* \* \* \*

**WHEREAS**, on August 26, 2024, the City Commission directed City staff to initiate a ‘Zoning in Progress’ authorized under Section 1.04.04 of the City of Stuart Land Development Code; and

**WHEREAS**, the purpose of the zoning in progress is to allow the City Commissioners and City staff to evaluate and make text amendments or district map changes to the City of Stuart Land Development Code, if applicable; and

**WHEREAS**, the City Commission deems it in the best interest of the citizens and residents of the City of Stuart to initiate a staff review of the zoning standards for all zoning categories and districts

in the City of Stuart and initiate certain amendments to the Land Development Code, the Comprehensive Plan and Code of Ordinances; and

**WHEREAS**, the City Commission may hold workshops, request public input or evaluate professionally acceptable material related to any potential amendments or recommendations; and

**WHEREAS**, during the Zoning in Progress, no plans, permit(s), license(s), or other development order(s) of any kind shall be issued if issuance would result in the nonconforming or unlawful use of the subject property in the event that the text amendment or zoning district change be enacted by the City Commission pursuant to Section 1.04.04(2) of the City of Stuart Land Development Code; and

**WHEREAS**, pursuant to Section 1.04.04(2) of the City of Stuart Land Development Code, the maximum freeze period allowed for Zoning in Progress shall be three (3) months, except if the City Commission extends the period for up to an additional three (3) months for good cause, and upon making a finding that it is in the public interest to do so; and

**WHEREAS**, the City Commission further determines that this Resolution shall not apply to any application that was filed on or before September 4, 2024; and

**WHEREAS**, having conducted a duly noticed public hearing, the City Commission finds that this Resolution is in the best interest and welfare of the City of Stuart.

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

**SECTION 1: Recitals.** The above-stated recitals are true and correct and are incorporated by this reference.

**SECTION 2: Invocation of Zoning in Progress.** The City Commission adopts this Resolution and invokes the “Zoning in Progress” or pending ordinance doctrine, thereby deferring the acceptance, processing, and approval of all applications on properties, except for properties and development

described herein, submitted after September 4, 2024. This deferral shall last for three (3) months, or until the City Commission adopts on second reading of the amendments under review and such amendments become effective, whichever occurs first. During the “Zoning in Progress,” the City’s Development Department shall not accept or process applications except for single-family dwellings or requests that do not increase the density or intensity of an existing use or structure. This “Zoning in Progress” shall apply to new development, amendments to planned unit developments, amendments to development orders, substantial improvements and substantial renovation as defined in Chapter 12 of the Stuart Land Development Code.

**SECTION 3: Authorization.** The appropriate City officials are authorized to take any necessary action to effectuate the intent of this Resolution.

**SECTION 4: Effective Date.** This Resolution shall take effect immediately upon its adoption.

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

CAMPBELL RICH, MAYOR  
CHRISTOPHER COLLINS, COMMISSIONER  
EULA R. CLARKE, COMMISSIONER  
LAURA GIOBBI, COMMISSIONER  
SEAN REED, COMMISSIONER

| YES | NO | ABSENT | ABSTAIN |
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ADOPTED this 9<sup>th</sup> day of September, 2024.

ATTEST:

Resolution No. 95-2024  
Zoning in Progress

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MARY R. KINDEL, MMC  
CITY CLERK

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CAMPBELL RICH  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

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LEE J. BAGGETT, ESQ.  
CITY ATTORNEY