



City of Stuart

AGENDA

**REGULAR MEETING OF THE STUART CITY COMMISSION
NOVEMBER 12, 2024
AT 4:00 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

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 - LAYLA FORS, 'STARS OVER STUART' STUDENT SONG PERFORMANCE

PROCLAMATIONS

2. APPRENTICESHIP WEEK - NOVEMBER 17 - 23, 2024
3. SOROPTIMIST 70TH ANNIVERSARY MONTH - NOVEMBER
4. HOSPICE & PALLIATIVE CARE MONTH - NOVEMBER
5. EPILEPSY AWARENESS MONTH - NOVEMBER

PRESENTATIONS

6. SERVICE AWARDS - NOVEMBER 2024
7. SANITATION FLEET OVERVIEW

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

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

CONSENT CALENDAR

8. APPROVAL OF 10/14/2024 CCM MINUTES, 10/24/2024 SCM ZIP WORKSHOP #1 MINUTES, 10/28/2024 CCM MINUTES (RC)
9. CITY/COUNTY EMERGENCY WATER CONNECTION INTERLOCAL AGREEMENT (RC):

RESOLUTION No. 108-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT WITH MARTIN COUNTY TO SELL WATER TO EACH OTHER UNDER EMERGENCY CONDITIONS; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

10. CITY/COUNTY EMERGENCY WASTEWATER CONNECTION INTERLOCAL AGREEMENT (RC):

RESOLUTION No. 109-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT WITH MARTIN COUNTY TO PROVIDE WASTEWATER TREATMENT TO EACH OTHER UNDER EMERGENCY CONDITIONS; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

11. AWARD OF ITB #2024-110: SE LONITA STREET DRAINAGE IMPROVEMENT(RC):

RESOLUTION No. 115-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF INVITATION TO BID #2024-110, CITY OF STUART'S SE LONITA STREET DRAINAGE IMPROVEMENT PROJECT TO MTS LAND & CATTLE, LLC OF PALM CITY, FLORIDA, THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$191,880; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

12. MOTOROLA LEASE FOR TEN (10) YEARS WITH CITY OF STUART FOR SIXTY-FIVE (65) N70S POLICE HANDHELD RADIOS (RC):

RESOLUTION No. 118-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR A TEN (10) YEAR TERM WITH CELLULAR COSTS FOR SIXTY-FIVE (65) N70S PUBLIC SAFETY HANDHELD POLICE RADIOS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

13. DEAUTHORIZING PACE PROGRAM AND PROGRAM ADMINISTRATORS IN THE CITY OF STUART (RC):

RESOLUTION No. 117-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REPEALING RESOLUTION NUMBER 132-2020 AND DEAUTHORIZING PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS WITHIN THE CORPORATE LIMITS OF THE CITY OF STUART; TERMINATING AGREEMENTS WITH THE FLORIDA GREEN FINANCE AUTHORITY, THE FLORIDA RESILIENCY AND ENERGY DISTRICT, THE FLORIDA PACE FUNDING AGENCY, AND THE GREEN CORRIDOR PACE DISTRICT PURSUANT TO THE PROVISIONS OF CHAPTER 2024-273, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

14. 710 SE MARTIN LUTHER KING JR. BOULEVARD - MAJOR AMENDMENT TO THE EXISTING COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) ZONING DISTRICT (RC):

ORDINANCE No. 2532-2024; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP, TO REZONE A 2.4-ACRE PARCEL LOCATED AT 710 SE MARTIN LUTHER KING JR. BOULEVARD, BEING MORE DESCRIBED IN EXHIBIT "A" ATTACHED, FOR MAJOR AMENDMENT TO THE EXISTING COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) ZONING DESIGNATION TO ALLOW A VOCATIONAL TRAINING FACILITY ONLY; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

15. JOB DESCRIPTION FOR ENVIRONMENTAL ATTORNEY POSITION

ADJOURNMENT

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

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

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

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

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

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

Meeting Date: 11/12/2024

Prepared by: Nina Mullin

Title of Item:

ARTS MOMENT - LAYLA FORS, 'STARS OVER STUART' STUDENT SONG PERFORMANCE

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Enjoy!

ATTACHMENTS:

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

Meeting Date: 11/12/2024

Prepared by: Susej Meleqi

Title of Item:

APPRENTICESHIP WEEK - NOVEMBER 17 - 23, 2024

Summary Explanation/Background Information on Agenda Request:

National Apprenticeship Week is celebrating its 10th anniversary of raising awareness of the vital role Registered Apprenticeships provide in creating opportunities by allowing apprentices to earn while they learn and preparing a pathway to good, quality jobs and well-paying careers in Stuart and across the nation.

Funding Source:

N/A

Recommended Action:

Issue Proclamation.

ATTACHMENTS:

1. Apprenticeship Week - Nov

PROCLAMATION

APPRENTICESHIP WEEK NOVEMBER 17 – 23, 2024

WHEREAS, National Apprenticeship Week is celebrating its 10th anniversary of raising awareness of the vital role Registered Apprenticeships provide in creating opportunities by allowing apprentices to earn while they learn and preparing a pathway to good, quality jobs and well-paying careers in Stuart and across the nation; and

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

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

NOW, THEREFORE, I, CAMPBELL RICH, Mayor of the City of Stuart, do hereby proclaim November 17 – 23, 2024 as:

APPRENTICESHIP WEEK

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

CAMPBELL RICH
MAYOR

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

Meeting Date: 11/12/2024

Prepared by: Susej Meleqi

Title of Item:

SOROPTIMIST 70TH ANNIVERSARY MONTH - NOVEMBER

Summary Explanation/Background Information on Agenda Request:

For 70 years, Soroptimist International of Stuart has been a cornerstone of our community, fostering fellowship and friendship among its members as they work collaboratively to enhance the quality of life for all residents. Soroptimist International of Stuart has a rich history of commitment to our community, notably by establishing the House of Refuge, Historical Society and Stuart Christmas Parade and dutifully supporting these activities for more than 40 years; working with local sex trafficking and domestic violence organizations to get women the legal and economic resources they need to break free from their former lives; offering free mammograms to women in need; and hosting the Women of Distinction celebration event to honor local women leaders.

Funding Source:

N/A

Recommended Action:

Issue Proclamation.

ATTACHMENTS:

1. Soroptimist 70th Anniversary Month - Nov

PROCLAMATION

SOROPTIMIST INTERNATIONAL OF STUART 70TH ANNIVERSARY NOVEMBER 2024

WHEREAS, for 70 years, Soroptimist International of Stuart has been a cornerstone of our community, fostering fellowship and friendship among its members as they work collaboratively to enhance the quality of life for all residents; and

WHEREAS, Soroptimist International of Stuart has a rich history of commitment to our community, notably by establishing the House of Refuge, Historical Society and Stuart Christmas Parade and dutifully supporting these activities for more than 40 years; working with local sex trafficking and domestic violence organizations to get women the legal and economic resources they need to break free from their former lives; offering free mammograms to women in need; and hosting the Women of Distinction celebration event to honor local women leaders; and

WHEREAS, the Soroptimist International of Stuart has played a pivotal role in the advancement of higher education by awarding more than one half million dollars in college scholarships to deserving girls and women in Martin County, thereby opening doors of opportunity, and fostering the next generation of leaders, innovators, and changemakers and empowering individuals through the gift of education and knowledge; and

WHEREAS, as we commemorate the 70th anniversary of this esteemed organization, we honor its extraordinary achievements and contributions. We extend our deepest gratitude to the members, past and present, of Soroptimist International of Stuart, whose unwavering commitment to service, education, and community engagement continues to uplift and inspire us all.

NOW, THEREFORE, I, CAMPBELL RICH, Mayor of the City of Stuart, do hereby congratulate and proclaim November 2024 as:

SOROPTIMIST INTERNATIONAL OF STUART 70TH ANNIVERSARY

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

CAMPBELL RICH
MAYOR

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

Meeting Date: 11/12/2024

Prepared by: Susej Meleqi

Title of Item:

HOSPICE & PALLIATIVE CARE MONTH - NOVEMBER

Summary Explanation/Background Information on Agenda Request:

Palliative care is focused on improving the quality of life for people with serious illnesses and their care partners. It is available to people of any age who need it, not just older adults. The major elements of palliative care include managing a person's symptoms effectively and ensuring that their care is coordinated. Hospice has helped provide comfort and dignity to millions of people, allowing them to spend their final months at home, surrounded by their loved ones. The hospice model involves an interdisciplinary, team-oriented approach to treatment, including expert medical care, quality symptom control, and comprehensive pain management as a foundation of care;

Funding Source:

N/A

Recommended Action:

Issue Proclamation.

ATTACHMENTS:

1. Hospice & Palliative Care Month - Nov

PROCLAMATION

HOSPICE AND PALLIATIVE CARE MONTH

NOVEMBER 2024

- WHEREAS,** Medicare’s first proven coordinated care model, hospice is a program that works offering person-centered, compassionate care, ensuring people dignity, choice, and quality of life; and
- WHEREAS,** the hospice model involves an interdisciplinary, team-oriented approach to treatment, including expert medical care, quality symptom control, and comprehensive pain management as a foundation of care. Beyond providing physical treatment, hospice attends to the patient’s emotional, spiritual, and family needs, and provides family services like respite care and grief counseling; and
- WHEREAS,** hospice and palliative care organizations are advocates and educators about advance care planning that help individuals make decisions about the care they want. Founded in 1982, Treasure Coast Hospice is a non-profit community organization of skilled professionals and dedicated volunteers whose mission is to provide access to compassionate, caring, expert and professional hospice and grief support services to patients and families at the end of life; and
- WHEREAS,** today, Treasure Coast Hospice serves more than 4,000 patients annually, providing holistic patient-centered care and comfort to patients and families in Martin, St. Lucie, and Okeechobee counties. This year, Treasure Coast Hospice celebrated the 10th Anniversary of its specialized pediatric care program, Little Treasures, which improves the quality of life of children and teens with a life-limiting illness by providing support for the entire family.

NOW, THEREFORE, I, CAMPBELL RICH, Mayor of the City of Stuart, do hereby proclaim November 2024 as:

HOSPICE AND PALLIATIVE CARE MONTH

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

CAMPBELL RICH
MAYOR

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

Meeting Date: 11/12/2024

Prepared by: Susej Meleqi

Title of Item:

EPILEPSY AWARENESS MONTH - NOVEMBER

Summary Explanation/Background Information on Agenda Request:

Epilepsy is a brain disorder characterized by recurrent and unprovoked seizures that can affect anyone, at any age, any time. Epilepsy is a spectrum disease comprised of many diagnoses, experiences and includes a wide range of seizure types, comorbidities, control, severity, and outcomes varying from person to-person.

Funding Source:

N/A

Recommended Action:

Issue Proclamation.

ATTACHMENTS:

1. Epilepsy Awareness Month - Nov

PROCLAMATION

EPILEPSY AWARENESS MONTH NOVEMBER 2024

WHEREAS, epilepsy is a brain disorder characterized by recurrent and unprovoked seizures that can affect anyone, at any age, any time. Epilepsy is a spectrum disease comprised of many diagnoses, experiences and includes a wide range of seizure types, comorbidities, control, severity, and outcomes varying from person to-person; and

WHEREAS, epilepsy is the fourth most common neurological disorder; approximately 3.4 million people in the United States live with active epilepsy. People with epilepsy need access to affordable, comprehensive, physician-directed and person-centered healthcare; and

WHEREAS, 426,000 Floridians live with epilepsy, including 88,000 children in Florida, and greater education and improved access to care is needed in schools, which can be accomplished by passing a Seizure Safe Schools legislation nationwide; and

WHEREAS, Epilepsy Awareness Month is a nationwide effort in November of the Epilepsy Foundation and Epilepsy Alliance Florida to raise awareness about and changes the conversation around epilepsy, seizures, and side effects, as well as to improve and save lives through care, advocacy, research and new therapies, and public health and education.

NOW, THEREFORE, I, CAMPBELL RICH, Mayor of the City of Stuart, do hereby proclaim November 2024 as:

EPILEPSY AWARENESS MONTH

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

CAMPBELL RICH
MAYOR

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

Meeting Date: 11/12/2024

Prepared by: Kathy Martin

Title of Item:

SERVICE AWARDS - NOVEMBER 2024

Summary Explanation/Background Information on Agenda Request:

William Reker	Streets Maintenance Team	35 years
Jeremiah Walton	Utilities & Engineering Dept.	30 years
Robert Noon	Distribution & Collection Team	5 years

Funding Source:

General Fund

Recommended Action:

Present Awards

ATTACHMENTS:

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

Meeting Date: 11/12/2024

Prepared by: Anne Ellig

Title of Item:

SANITATION FLEET OVERVIEW

Summary Explanation/Background Information on Agenda Request:

During the Joint meeting with the County and School Board, Sharon McGuiness addressed the City of Stuart and stated that Martin County uses Waste Management and she "has seen the Stuart Trucks.

They limp along spewing all this dirt". She suggested that the City of Stuart should retire its old trucks and pay Waste Management to provide the service. She continued to state that Stuart had incorporated into Port Salerno into her neighborhood (Schooner Oaks Condominiums) and she would rather see the Waste Management Trucks than the Stuart Sanitation trucks because she assumed they needed a lot of maintenance and they looked "awfully old to her". Following the meeting, it was verified that the Stuart sanitation trucks have never driven into Schooner Oaks Condominiums. The City will provide a presentation of its fleet and equipment which will demonstrate that all of the trucks have been recently painted to include art depicting the heritage of our community and the City trucks are maintained very well. Staff believes that the public comment must have confused a private company with that of the City of Stuart because the City has not incorporated into Port Salerno and the City trucks have never been in her neighborhood. Because of the confusion, the City wanted to provide a presentation to the Commission to educate the public regarding the City fleet.

Funding Source:

Not applicable

Recommended Action:

Enjoy the presentation

ATTACHMENTS:

1. Sanitation Fleet Presentation City Commission Nov 12 2024

City of Stuart Sanitation Fleet Presentation



City Commission Meeting
November 12, 2024

- ▶ FULL SERVICE city providing sanitation and recycling services
- ▶ 15 members serve on residential, commercial, and vegetation teams





Graphics Refocus

2008





Graphics Refocus

2023



Oldest vehicles presently used in regular service (by vehicle type)



RS 78 2016 Auto SL



CS 88 2009 RL



CS 84 2016 R/O



TS 92 2016 Grapple

Vehicle Replacement is in conjunction with written policy that is cost effective. These assets are coordinated & managed through the budget process.

Criteria that must be met to determine which units are eligible for replacement consideration:

- Age
- Mileage
- General Overall Condition
- Maintenance Cost
- Operating Cost



New Front Loader



CS 90 2019 FL

RESIDENTIAL CURBSIDE

City of Stuart Collection Schedule

1-Day Per Week Collection

Solid Waste	Monday/Tuesday
Yard Trash	Monday/Tuesday
Bulk Trash	Wednesday/Thursday
Recycle	Thursday/Friday



Commercial Sanitation



2,3,4,6,8 yd
top load
containers

OR

Side load
option



Commercial Recycling



95-gallon
blue
recycling
carts used for
commingled
materials



Assorted sizes of commercial dumpsters
used for large generators of cardboard.

Additional Community Opportunities





“Sammy Sailfish”



Questions or Comments?

Jeff Coleman
Asset & Sanitation Manager
(772) 600-1210
jcoleman@ci.stuart.fl.us

Anne Ellig Hawkins
Program Manager
(772) 600-1206
aellig@ci.stuart.fl.us

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

Meeting Date: 11/12/2024

Prepared by: Nina Mullin

Title of Item:

APPROVAL OF 10/14/2024 CCM MINUTES, 10/24/2024 SCM ZIP WORKSHOP #1 MINUTES,
10/28/2024 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Item.

ATTACHMENTS:

1. 10/14/2024 CCM Minutes
2. 10/24/2024 SCM - ZIP Workshop #1 Minutes
3. 10/28/2024 CCM Minutes

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
OCTOBER 14, 2024
AT 4:00 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

ROLL CALL

4:03 PM

PRESENT: Mayor Rich, Commissioner Clarke, Commissioner Collins, Commissioner Giobbi, and Commissioner Reed

INVOCATION

Edward Skiba, Stuart Police Chaplain, gave the Invocation.

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH - OCTOBER

Suzy Hutcheson, CEO of Helping People Succeed, accepted the Proclamation and announced the new CEO for Helping People Succeed.

2. BREAST CANCER AWARENESS MONTH - OCTOBER

Chief of Police, Joseph Tumminelli, accepted the Proclamation, thanked the Commission and Staff and announced Stride for Walk event, being held on October 26, at Flagler Park at 8 a.m.

3. FLORIDA CITY GOVERNMENT WEEK - OCTOBER 21 - 27, 2024

Mary Kindel, City Clerk, accepted the Proclamation and thanked everyone for recognizing City Government Week.

4. 24TH ANNUAL BIBLE READING MARATHON - NOVEMBER 4 - 8, 2024

Pastors Eddie and Joann Rodriguez, Step into Grace and New Life Ministries, accepted the Proclamation, thanked the Commission for supporting the event and invited the community to come out and read the bible throughout the week. Dr. Julie Bjornson gave a presentation and speech on the importance of participation in the Bible Reading Marathon.

PRESENTATIONS

5. ENVIRONMENTAL ATTORNEY PRESENTATION BY JAMES "MAC" STUCKEY

4:26 PM

Mac Stuckey, local Attorney, provided background on himself and statistics on the St Lucie River, the discharges from Lake Okeechobee System (LOSOM) and provided suggestions on the hiring of an Environmental Attorney.

City Manager Mortell stated that an agenda item is needed to be presented and voted on and workshops and job descriptions will need to take place.

5:07 PM MOTION: Approve to add as an upcoming agenda item on the October 28th City Commission Meeting to define parameters.

MOVED BY: Christopher Collins

SECONDED BY: Laura Giobbi

Motion approved unanimously.

6. CYBERSECURITY AWARENESS PRESENTATION

Darren Duke, Technology Director, gave a presentation on cybersecurity awareness.

7. ZONING IN PROGRESS (THE DUANY PLAN) PRESENTATION

5:31 PM Michael Mortell, City Manager, presented the history of the Duany Plan and requested direction for a workshop.

The Commissioners agreed to October 24 at 1:00 PM. for the first workshop.

COMMENTS BY CITY COMMISSIONERS

Commissioner Reed

- Provided his condolences to those who were affected by Hurricane Milton.
- Thanked the City Clerk's Department and City Manager's staff for their hard work.
- Commented on the event he attended by the Florida League of Cities.
- Read a statement on transparency and stated that he does not agree with the addendum being on today's agenda. He announced his support for a workshop for Brightline to work out a deal with the public and plans to table the agenda item after discussion. Requested agenda items be available a week in advance.

Commissioner Giobbi

- Commented that she agrees with Commissioner Reed and stated she received the addendum on Friday evening and also would like the agendas out earlier.
- Stated she would like to see a draft of the Interlocal Agreement prior to voting.

Commissioner Clarke

- Recognized those who were affected by Hurricane Milton and urged residents who have the ability to help to truly be neighborly and assist those in need.
- Thanked IT staff for their hard work on cybersecurity.
- Commented on her appreciation of Attorney, James "Mac" Stuckey.

Commissioner Collins

- Agreed with Commissioner Reed's comment on having the agenda available at least a week earlier for Commissioners to do their due diligence.

Mayor Rich

- Commented on getting the agenda out earlier and how it can be difficult for staff.
- Spoke about unfair criticism towards Commissioner Clarke and City Manager Mortell running the City into fiscal bankruptcy. Provided statistics on the City's Budget.

COMMENTS BY CITY MANAGER

City Manager Mortell

- Commented on the Florida statutes in regards to agendas.
- Responded to comments of "hidden meetings" and stated that he was directed by the Commission to negotiate a deal with Brightline and the County and gave the reason why it is on the agenda for tonight's meeting.
- Thanked all staff throughout the City for helping to get the City of Stuart back up and running after the Hurricane.

APPROVAL OF AGENDA

6:06 PM MOTION: Approve the agenda moving the Skate Park Agenda Item 14 to Item 12, Addendum Item as 13, Item 12 to Item 14, Item 13 to Item 15, Item 15 to Item 16, Item 16 to Item 17, Item 17 to Item 18.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

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

1. Terry Kogl - Stuart; In opposition to the Brightline and thanked Commissioner Clarke for responding to her email.
2. Bonnie Moser - Stuart; Commented on the opportunity for Community outreach and tips on how to have everyone's voices heard. Where workshops can occur, so all residents can be heard.
3. Robin Cartwright - Stuart; Commented that this meeting should have been postponed due to the hurricane. Commented on death threats and doxing and that she is still receiving them due to Brightline. She asked that the City Manager not to respond when a question is directed to the City Attorney.
4. Robert Hamilton - Stuart; Commented on code citations and questioned why the City cannot cite the contractors on the work done to his property. Thanked Mayor Rich for coming out to see his property.
5. Olga Hamilton - Stuart; Commented on the notifications that were sent to the City in regard to work done by Patriot in regard to the CDBG grant. Asked for a re-inspection and to give citations to the contractors for their violations.
6. Helen McBride - Stuart; Commented that this is the first time in forty (40) years that the Mayor stated the green card needs to be turned in prior to start of meeting in order to speak.
7. Frank McChrystal - Stuart; Read a poem and stated that he prays this Commission is the first in the country that truly represents the people who voted for them.

CONSENT CALENDAR

8. APPROVAL OF 09/16/2024 SCM MINUTES, 9/23/2024 CCM MINUTES, AND 09/23/2024 SCM FINAL MILLAGE AND FINAL BUDGET MINUTES (RC)

9. BUDGET AMENDMENT No. 1 - CHILDRENS SERVICES COUNCIL OF MARTIN COUNTY (RC):

RESOLUTION No. 88-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, AUTHORIZING BUDGET AMENDMENT NO. 1 TO THE FISCAL YEAR 2025 OPERATING BUDGET; AUTHORIZING RECEIPT AND APPROPRIATION AND ACCEPTING AN INCREASE CONTRIBUTION IN THE AMOUNT OF \$6,438.00 FROM THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY FOR THE YOUTH CRIME PREVENTION/INTERVENTION PROGRAM GRANT; AUTHORIZING THE EXPENDITURE OF THE NEW GRANT CONTRIBUTION IN ACCORDANCE WITH THE TERMS OF THE GRANT AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

10. 2024 VNA CHRISTMAS PARADE ROAD CLOSURE (RC):

RESOLUTION No. 110-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A ROAD CLOSURE FOR THE ANNUAL VISITING NURSE ASSOCIATION'S STUART CHRISTMAS PARADE

ON FRIDAY, DECEMBER 6, 2024, BEGINNING AT S. E. MONTEREY ROAD TRAVELING WEST ON S.E. OCEAN BLVD. TO CONFUSION CORNER INTERSECTION; AUTHORIZING THE CITY MANAGER OF THE CITY OF STUART TO SIGN THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMIT FOR THE TEMPORARY CLOSING OF A STATE ROAD; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

11. M&M KANNER CPUD FINAL PLAT (RC):

RESOLUTION No. 111-2024, A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE A PLAT TITLED "M & M KANNER CPUD", BEING A REPLAT OF A SUBDIVISION OF A PORTION OF LOT 2, ALL OF LOTS 3, AND ALL OF LOT 4 OF STUART FARMS AS RECORDED IN PLAT BOOK 1, PAGE 63 OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, AND PORTIONS OF GOVERNMENT LOTS 5, 6, AND 7 ALL LYING IN SECTION 16, TOWNSHIP 38 SOUTH, RANGE 42 EAST AND HANSON GRANT, WITHIN THE CITY OF STUART, MARTIN COUNTY, MARTIN COUNTY, FLORIDA, CITY OF STUART, MARTIN COUNTY, FLORIDA, CONTAINING 48.99 ACRES, MORE OR LESS PREPARED BY MICHAEL T. OWEN, AND FLORIDA MAPPER NO. 5556 FOR M&M KANNER CPUD; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

6:27 PM MOTION: Approve
MOVED BY: Eula Clarke
SECONDED BY: Sean Reed
Motion approved unanimously.

COMMISSION ACTION

Clerk's Note - Moved to 12th Item on the Agenda.

12. SCOPE OF WORK AMENDMENT FOR SKATE PARK DESIGN (RC):

RESOLUTION No. 106-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING AN AMENDMENT TO THE SCOPE OF WORK TO THE ENGINEERING SERVICES CONTRACT WITH CALVIN, GIORDANO & ASSOCIATES, INC. TO INCLUDE THE CONCEPTUAL AND FINAL DESIGN FOR A SKATE PARK INTO THE OVERALL GUY DAVIS COMMUNITY PARK DESIGN OF IMPROVEMENTS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Pinal Gandhi-Savdas, CRA Director, presented the scope of work for Guy Davis Park.

6:36 PM Motion: Approve as published.
MOVED BY: Eula Clarke
SECONDED BY: None
VOTE: Died for a lack of second.

6:38 PM New Motion made by Commissioner Collins and seconded by Commissioner Giobbi.

PUBLIC COMMENT:

1. Alexis Stuckey - Palm City; Thanked Commissioner Collins for pushing the skate park forward and is in favor of this project.
2. Jordan Showe - Stuart; In favor of the project, stated hypothetical problems that were presented by Calvin Giordano and asked the Commission to please consider moving this project asap.
3. Brock Olsen - Stuart; In favor of the project, referenced a skate park while he lived in Costa Rica, and how it provided a great opportunity for Community Outreach and opportunities.
4. Benjamin Adams - Stuart; In favor of the project, a law student, grew up in Stuart and skateboarding, it's about building a community.
5. Stephen Cooper - Stuart; In favor of the project, he has 22 grandchildren and most of them skate.
6. Brandon Cooper - Stuart; In favor of the project, family moved here 11 years ago and Guy Davis Park is a great location for the skatepark.
7. Paul Gehus-Mackabee - Stuart; In favor of the project, stated this is the type of sport option this City needs and Guy Davis is an ideal location and would not want to separate the project.
8. Matt Price - Stuart; In favor of the project, it was nice to see the community come together and encouraged the Commission to make it safe.
9. Gail Goldy - Stuart; In favor of the project, she feels it is a wonderful idea and the timing is now, will keep children in a good place and separate the skate park from the park.
10. Jimmy Smith - Stuart; In favor of the project, commented for 13 years they have been waiting for something to get done and the skatepark is a great start.

Commission discussion included, cost of the park and building, cost savings if it was done together versus separately, and the timeline.

Jordan Showe, skate park representative, stated that he attempted to raise money but was unable to.

Commissioners continued discussion on the timeline of the project.

6:38 PM: MOTION: Move forward and advance the skate park separate from the overall park plan and secondly dedicate \$500,000 in grant money exclusively to the skate park in Guy Davis within the confines of the funding allocation.

MOVED BY: Christopher Collins

SECONDED BY: Laura Giobbi

VOTE: MOTION PASSES 3/2. 7:38 PM

YES: Eula Clarke, Christopher Collins, Laura Giobbi

NO: Campbell Rich, Sean Reed

*** 7:43 PM RECESS ***
*** 7:53 PM RECONVENED ***

ADDENDUM ITEM - BRIGHTLINE

(Moved to the 13th Item on the Agenda.)

13. AMENDMENT TO MARTIN COUNTY INTERLOCAL AGREEMENT FOR TRAIN STATION (RC):

RESOLUTION No. 41A -2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART AUTHORIZING THE MAYOR TO SIGN AN AMENDED INTERLOCAL AGREEMENT WITH MARTIN COUNTY PROVIDING THE RESPONSIBILITIES OF THE PARTIES IN THE CONSTRUCTION OF A PASSENGER RAIL STATION ON FLAGLER AVENUE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CLERKS NOTE: Resolution on the October 14, 2024 CCM Agenda is herb referred to as 41A-2024. Original Resolution No. 41-2024 was adopted on August 12, 2024.

City Manager Mortell presented details on the Brightline item and specifics on the proposal. Requested the Commissioners to have discussion on whether to move forward with the proposal to Brightline.

8:20 PM Commissioner Clarke made a motion and Mayor Rich passed gavel to Commissioner Collins and seconded the motion.

Commissioner Reed stated he is waiting for questions to be answered before making a decision.

Brian Kornberg, Senior Vice President of Development and Construction for Brightline, thanked Commissioner Reed for taking his time to ride the train and learn about their business model. He agreed to the City of Stuart contribution of \$30 million being reduced to \$5 million as they work with the City and County to pursue a grant..

Commissioner's discussion continued with Mr. Kornberg.

PUBLIC COMMENT:

1. Tara Zwehen - Stuart; Expressed gratitude to Brightline and Commissioner Reed for taking time to understand, in favor of the project.
2. Steven Vitale - Stuart; Commented on the negotiation of a Commissioner, tax benefit will be the raising of property values, in favor of the project.
3. Sohyla Bohlooli - Stuart; Commented give this opportunity for our kids to be able to work out of town, in favor of the project.
4. Mark Miller - Palm City; Strongly suggests to accept the proposal that is consistent with what the Commission asked for, in favor of the project.
5. Susan Warner - Stuart; Commented this is a good deal, in favor of the project.
6. Frank McChrystal - Stuart; In opposition to the project, feels it should be at the fair grounds.
7. Keynan Bohlooli - Stuart; In favor of the project, rejecting it will be a mistake for the integrity of the City.

8. Walter Loyd - Stuart; Appreciated Commissioner Reed, in opposition to the project.
9. Robert Hamilton - Stuart; Commented on the conduct of the Commission Members.
10. Paul Nunley - Stuart; trains coming through has been part of this community since Flagler Avenue, in favor of the project.
11. Judith Farley - Stuart; Commented there is no harm in moving to approve, in favor of the project.
12. Christopher Vitale - Stuart; Thanked Commission for listening to all public comments, in favor of the project.

Commissioner Collins commented that he will not approve this item unless it is the original 2018 Interlocal Agreement in which Brightline is responsible for 50 percent, Martin County is responsible for 50 percent, and the City of Stuart is responsible for the parking garage.

8:19 PM MOTION: Approve this item as presented including any discussions had. AMENDED 9:38 PM ceiling of \$5 Million dollars.

MOVED BY: Eula Clarke

SECONDED BY: Campbell Rich

VOTE: MOTION FAILED 3/2 9:52 PM

YES: Eula Clarke, Campbell Rich

NO: Christopher Collins, Laura Giobbi, Sean Reed

10:07 PM Commissioner Collins passed the gavel back to Mayor Rich.

10:07 PM MOTION: Approve to have this item come back at the next Commission meeting on October 28, 2024.

MOVED BY: Sean Reed

SECONDED BY: None

10:08 PM COMMISSIONER REED REVOKED MOTION.

10:11 PM MOTION: Approve to move to a date/time certain.

MOVED BY: Eula Clarke

SECONDED BY: None

DIED FOR A LACK OF SECOND

14. 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.

City Manager Mortell gave an explanation and description of the Building Resilient Infrastructure and Communities (BRIC) program.

Commissioner Giobbi gave her perspectives of the program that no money is given, they make recommendations to the City and if the City does not want to follow their recommendation, then the City goes to bottom of the list.

A discussion to clarify the BRIC program of the City Manager and City Commissioners continued.

City Attorney Baggett commented that the Agreement states it is not legally binding and can be terminated with ten (10) day notice on a three (3) year contract.

10:20 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Sean Reed

Motion approved unanimously 10:36 PM.

- 15. LEASE AGREEMENT WITH STUART HERITAGE, INC. FOR CITY PROPERTY LOCATED AT 161 SW FLAGLER AVENUE (RC):**

RESOLUTION No. 102-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CITY OF STUART TO ENTER INTO A LONG-TERM LEASE AGREEMENT WITH STUART HERITAGE, INC. FOR THE CITY OWNED PROPERTY KNOWN AS THE STUART FEED STORE, LOCATED AT 161 SW FLAGLER AVENUE, STUART, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

City Attorney Lee Baggett gave an explanation of the lease.

PUBLIC COMMENT:

1. Gary Maxwell - Palm City; Thanked the voters of the City and stated he would like to see it as a twenty (20) year lease with an option to renew.
2. Helen McBride - Stuart; Would like to see a fifty (50) year lease.
3. Jimmy Smith - Stuart; Commended the job well done from the Museum and supports them.

10:38 PM MOTION: Approve. 10:44 PM Amended motion to twenty (20) years with renewal terms.

MOVED BY: Christopher Collins

SECONDED BY: Eula Clarke

Motion approved unanimously. 10:48 PM

- 16. EMERGENCY REPAIR FOR CHILLER AT COURTHOUSE COMMONS (RC):**

RESOLUTION No. 112-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NO. 2 TO THE FY 2025 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR EMERGENCY REPAIRS FOR CHILLER AT COURTHOUSE COMMONS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

10:50 PM MOTION: Approve.
MOVED BY: Christopher Collins
SECONDED BY: Eula Clarke
Motion approved unanimously.

ORDINANCE SECOND READING

- 17. TEXT AMENDMENT TO THE LAND DEVELOPMENT CODE SECTION 2.6.23 - NON-MEDICAL MARIJUANA DISPENSARIES (RC):**

ORDINANCE No. 2531-2024; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AMENDING AND RESTATING THE CITY'S LAND DEVELOPMENT CODE; MORE SPECIFICALLY AMENDING SECTION 2.06.03 ENTITLED "RESERVED" AND INSERTING SUPPLEMENTAL USE STANDARDS FOR NON-MEDICAL MARIJUANA DISPENSARIES; AMENDING THE LAND USE TABLE IN SECTION 2.02.02 TO INCLUDE NON-MEDICAL MARIJUANA DISPENSARY AS AN ALLOWABLE USE UNDER CERTAIN CONDITIONS; AMENDING CHAPTER XII DEFINITIONS FOR CONFORMING TERMS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Ben Hogarth, Community Affairs Liaison, presented the ballot language and spoke about the changes that were made from the First Reading.

PUBLIC COMMENT:

1. Frank McChrystal - Stuart; Does not believe there should be restrictions and believes that this should be treated like establishments with alcohol.
2. Gail Goldy - Stuart; Commented about medical marijuana.
3. Helen McBride - Stuart; Commented about marijuana.
4. Robert Hamilton - Stuart; Asked if weaker marijuana is what would be sold once it is passed.

11:08 PM MOTION: Approve.
MOVED BY: Christopher Collins
SECONDED BY: Sean Reed
Motion approved unanimously. 11:22 PM

ORDINANCE FIRST READING

- 18. 710 SE MARTIN LUTHER KING JR. BOULEVARD - MAJOR AMENDMENT TO THE EXISTING COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) ZONING DISTRICT (RC):**

ORDINANCE No. 2532-2024; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP, TO REZONE A 2.4-ACRE PARCEL LOCATED AT 710 SE MARTIN LUTHER KING JR. BOULEVARD, BEING MORE DESCRIBED IN EXHIBIT "A" ATTACHED, FOR MAJOR AMENDMENT TO THE EXISTING COMMERCIAL

PLANNED UNIT DEVELOPMENT (CPUD) ZONING DESIGNATION TO ALLOW A VOCATIONAL TRAINING FACILITY ONLY; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

PUBLIC COMMENT:

1. James Christie - Port St. Lucie; Commented on the great work that this program provides but is not happy with the way the Commission has gone about it.
2. Bob Zaccheo - CEO of Project LIFT; Thanked Mr. Christie for going on a tour of Project LIFT and better understand it. Thanked the Commissioners for the work they do.
3. Jimmy Smith - Stuart; Spoke on the great things Project LIFT has to offer.

Commissioner Giobbi commented on her concerns regarding the fourteen (14) week program and how effective it is.

Mr. Zaccheo provided an explanation and gave examples of the program.

Commissioner Reed commented on conditions he would like to see, such as one spot for the NAACP, lease terms, notices being sent to the entire community versus the 300-foot surrounding area, and room to carve out a business office space.

11:23 PM MOTION: Approve to move Ordinance 2532-2024 to second reading.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously. 11:41 PM

DISCUSSION AND DELIBERATION

ADJOURNMENT

11:41 PM

Mary R. Kindel, City Clerk

Campbell Rich, Mayor

Minutes to be approved at the Regular Commission Meeting this 12h day of November, 2024.

MINUTES
SPECIAL COMMISSION MEETING OF THE STUART CITY COMMISSION
ZONING IN PROGRESS WORKSHOP #1
OCTOBER 24, 2024
AT 1:00 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

ROLL CALL

1:00 PM

PRESENT: Commissioner Clarke, Commissioner Collins, Commissioner Reed

ABSENT: Mayor Rich, Commissioner Giobbi (present via Teams telecommunication, not voting)

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

Commissioner Collins commented that this is an opportunity to review and clean up the code and that there should be no rush, hopes the Board will take their time on the process; noted how the public felt when he and others knocked on citizens' doors.

COMMENTS BY CITY MANAGER

City Manager, Michael Mortell, reviewed that three (3) Commissioners were present in person, Commissioner Giobbi was appearing via Teams due to a family emergency and Mayor Rich was out sick. At today's workshop, there are no agenda items, therefore, no vote. He explained the intention of the Zoning In Progress (ZIP) and stated it is set for 90 days and can be extended for another 90 days. At the end of the ZIP, the Commission can continue to make changes as desired, but the goal for this meeting was to review the Code with staff and make recommendations. The ZIP currently has exceptions for residential and government and there have been inquiries related to lot splits and change of use. The Manager provided comments

on some of the proposals and suggested an exception that can be made to the ZIP to allow PUD's that do not have a residential component to move forward. The proposal would not create any rights that do not already exist, but would give those the ability to work on current projects and parking requirements that can be conditionalized to comply.

Commissioner Collins commented he does not want exceptions at this time and would like to focus and move forward properly.

APPROVAL OF AGENDA

1:23 PM MOTION: Approve.

MOVED BY: Christopher Collins

SECONDED BY: Sean Reed

Motion approved unanimously.

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

1. Rosi Shepard - Stuart; Commented that this is costly to her and other business owners, feels it is stripping property owners' rights.
2. Marcela Cambor - Stuart; Questioned the why of the ZIP, the most expansive in the State, and what the vision is because no work has been done to date.
3. Nicki VanVonno - Stuart; Representing Barn Theater and how the ZIP affects them, urges an exception for non-profits.
4. Bonnie Landry - Stuart; Commented on Section 2 Prohibition Exception, requesting it be allowed because businesses are run differently than when the Code was written.
5. Arthur Mogavero - Palm City; Owner of Ramey One, has done all that was required and now his forty (40) year old business is at stake.

COMMISSION ACTION

DISCUSSION AND DELIBERATION

1. DISCUSSION ON THE CITY OF STUART LAND DEVELOPMENT CODE (LDC) CHAPTERS 1–12

1:35 PM

City Manager, Michael Mortell, prefaced with the purpose of the meeting.

***** 1:38 PM Meeting Paused *****

***** 1:39 PM Meeting Reconvened *****

Development Director, Jodi Kugler, began the review of the Land Development Code.

City Manager Mortell explained the design of the code and that years ago, the word "exception" was changed to "conditional use" and as the Board rewrites the Code, they have to review the full Code and participate in the process. He noted that if they do not want exceptions, to state that intention.

Chapter II, Section 2 Review:

Ms. Kugler began the review of Chapter II, Section 2 and the City Manager and Commissioners discussed details and examples referring to R1A, lot sizes, land uses, allowances, and what is required to be brought before the Commission for approval.

Commissioner Collins commented that he would like to restrict the number of meters on residential properties.

Ms. Kugler explained land use and the PUD requirements, consistent with the Comp Plan and Land Development Code (LDC).

Commissioner Collins commented on non-conforming uses in a neighborhood.

Discussion continued on the tables in Sec. 2.02.

Commissioner Collins identified that he was looking to review multifamily and commercial facilities. Would like to decide what the units per acre are and have the commercial marry the multifamily and have a sliding percentage ratio scale. Increase the minimum required land area and increase minimum setbacks for side yard for single-family development in the R-3 and R-2 Districts.

Ms. Kugler moved forward, going over Density 2.03.00; storage units, potentially removing storage units in the CPUDs. City Manager Mortell explained that the use is allowed and, as an example, the Board was required to vote yes on the CubeSmart building. The chart could reflect that a waiver would be needed.

Commissioner Collins commented on removing mini storage use from B4 and staying with industrial within IPUD.

Commissioner Clarke commented it would limit people with their land, there is not much industrial land, more commercial and if kept as IPUD, the Board can address each individual application as they come in.

Commissioner Collins commented it's more of an industrial use and would be a consistent use in the area.

PUBLIC COMMENT:

1. Marcela Cambel - Stuart; Commented that land use needs to stand on its own, i.e. CubeSmart, as it is today, stands on its own and non-conforming should not be taken so lightly.

Density 2.03.00 Review:

Ms. Kugler presented the Code with how land use is calculated. Examples were discussed. Tables 3 and 3A were reviewed.

PUBLIC COMMENT:

1. Marcella Cambel - Commented on how the Commission plans to come together on this, and asked if the affected landowners would have to comply with new

density regulations and commented this would affect their property value?

Commissioner Clarke commented on increasing density for potential use.

Commissioner Collins asked if the City is allowed to scale back, is it considered a take?

City Attorney, Lee Baggett, stated the City could scale back and give something else. By reducing the density, it could expose the City to a lawsuit.

Jessica Seymore, Land Planning Agency, commented on the East Stuart area. Discussed the Code, Form Based Code, sidewalks, parking, details of the shape and frontage of the building. Commissioner Collins noted he would like to see ten (10) foot on single family home and overlays have their own set back in the R3 single family district.

The Board discussed setbacks.

***** 3:01 PM Recess *****

***** 3:24 PM Reconvened *****

Jodi Kugler, Development Director, discussed the different tables on the LDC, reviewed Table 7, Sections 2.04.02, 2.04.04 and consequent Sections.

Commissioner Collins recommended changing "Lot of Record" to "Parcel of Record".

Staff and the Board continued to review sections of the code, communicating about shade trees, assisted living facilities, chickens. Discussed adding conditions for home occupation, Formula retail business,

Urban District, Urban Code, Urban Planning and Development, rooftop, remove EV Charges as preempted by the State.

Commissioner Clarke commented that she would like to figure out exemptions.

City Manager Mortell stated you cannot exempt an individual and can only exempt the process.

Board discussion continued with Commissioner Collins stating he would like to remain focused and not wanting to make exceptions.

Consensus to schedule the next Special Commission Meeting - Zoning in Progress Workshop #2, to Thursday, November 7th from 9 a.m. to 1 p.m.

PUBLIC COMMENT:

1. Nick Schroth - Stuart; Now fifty (50) days in and the Board has not done anything until today.
2. Arthur Mogavers - Palm City; Stated he had to shut down his application after a year in the approval process.

City Attorney Baggett, clarified the exceptions to the board.

Ms. Kugler continued to review the codes.

City Manager Mortell gave an explanation of the Mixed Use Code.

PUBLIC COMMENT:

1. Brian Bols - Palm City; Commented the purpose of the CRA was condensing the parking, and more restaurants.

Commissioner Collins suggested removing the Electric Vehicle Charging Infrastructure requirements from the LDC consistent with Florida Statute, increasing parking standards for PUD's, revising the PUD standards and requirements outlined under Section 2.07 of the LDC, removing mixed-use parking reduction table(s), removing the Residential Unit Variety Bonus for MXPUDs under LDC, and removing the allowance of "half units" from the UPUD and Land Development Code.

PUBLIC COMMENT:

1. Brian Bols - Palm City; Commented he is looking into a specific project and wants to clarify the intention to get rid of all mixed use or just large.

Ms. Kugler continued to review Chapter II.

City Manager Mortell announced that the Agenda for the upcoming Monday night's Commission Meeting (October 28, 2024) is brief and lightly reviewed the agenda items as he had not been able to meet with the Commissioners individually this week.

ADJOURNMENT

4:59 PM

Mary R. Kindel, City Clerk

Campbell Rich, Mayor

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

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
OCTOBER 28, 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

ROLL CALL

6:02 PM

PRESENT: Mayor Rich, Commissioner Clarke, Commissioner Collins, Commissioner Reed

ABSENT: Commissioner Giobbi

INVOCATION

Pastor James Harp, Stuart Alliance Church, gave the Invocation.

PLEDGE OF ALLEGIANCE

COMMENTS BY CITY COMMISSIONERS

Commissioner Reed

- Complimented to City Attorney Lee Baggett for all that he does for the Board.
- Commented on the event of Making Strides Against Cancer Walk.
- Commented on the light system at the Board of County Commissioners (BOCC) that is used to speak during a meeting.

City Manager Mortell responded that he had previously looked into such systems and stated it was too costly. He feels that the light system alone might be more feasible and can work.

- Asked about the emails/permits being posted online.

- Announced early voting dates.
- Commented on Public Records information and the Sunshine Law.

Commissioner Clarke

- Thanked Attorney Baggett and commended him for the work he has done thus far.
- Commented on Hurricane Milton and asked all to help their neighbors and those in need.

Mayor Rich

- Commented on the undergrounding project that was approved in the Joint CRA/CRB/CCM Meeting and also spoke on the Form Based Code and all the workshops that took place prior to being adopted. He feels we are going backwards with the ZIP and would like to correct some grievous errors.

6:17 PM Mayor Rich passed the gavel to Commissioner Collins.

Commissioner Reed asked how this would work on those PUD applications, once the code has been changed and shared parking.

City Attorney Baggett stated that any amendment of a PUD has to come before the Board. This motion will limit this exception to PUD's only.

Commissioner Collins commented he is not in agreement to make exceptions, the Board should move forward with ZIP and get it done all together.

Mayor Rich stated he believes these commercial properties should be able to move forward, and the ZIP should not be rushed and should not affect commercial applications.

Commissioners continued discussion on the Zoning in Progress (ZIP).

6:18 PM Motion: Approve to make an exception for any PUD applications that does not have a residential component.

MOVED BY: Campbell Rich

SECONDED BY: Eula Clarke

VOTE: 2/2 - MOTION FAILED

YES: Eula Clarke, Campbell Rich

NO: Christopher Collins, Sean Reed

6:30 PM Commissioner Collins returned the gavel to Mayor Rich.

COMMENTS BY CITY MANAGER

City Manager Mortell

- Gave accolades to the City's Engineering Department/Water Department for their study of approximately 5,200 pipes that were underground and the report showed the City is lead free. Peter Kunen, U&E Director, came forward to comment on the project.

- Commented that the City is continuing on Fire Station 3 and the ribbon cutting is scheduled for sometime in November.
- Reported a call received by a resident that there was a pine tree in his yard in the City's right-of-way and during the hurricane, branches damaged his vehicle. Mr. Mortell explained that the City does not plant or maintain trees on private properties. The resident is asking the City to trim the branches and the Manager is informing the Commission in case they receive a call.

APPROVAL OF AGENDA

6:35 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

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

1. Ora Solomon - Stuart; Questioned the plan for Guy Davis Park and stated a name change to the Heritage Museum Learning Center and asked the name to be changed immediately.
2. Faye James - Stuart; Commented her disappointment on the "Boss Collins" skate park and how it was rushed and the ESHAC Board was not noticed. Stated name of park should stay.
3. Caryn Hall - Stuart; Spoke on transparency and asked why the City cannot mimic the County and how they show their emails on their website. Spoke about the community as a whole and stated how Downtown is not the only thing the City can make decisions on.
4. Frank McChrystal - Stuart; Thanked the majority of the Commissioners and how they ran their campaigns. Suggested that we show support to the County by moving the Brightline station to the fair grounds.
5. Douette Pryce - Stuart; Shared his disagreement with what the Commission is doing.
6. Albert Brinkley - Stuart; Disgusted with how the skate park got pushed through and the ESHAC Board was not told. Feels as though the Board Members are being used.
7. Betty Brinkley - Stuart; Felt disregard from the Commission and asked why they disregarded the community. Asked why the water bill is so high.
8. Helen McBride - Stuart; Spoke on the history of East Stuart and the different groups.

CONSENT CALENDAR

1. MUTUAL AID AGREEMENT WITH FDLE FOR S.A.F.E. GRANT INVESTIGATIONS (RC):

RESOLUTION No. 107-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CHIEF OF THE STUART POLICE DEPARTMENT TO ENTER INTO A MUTUAL AID AGREEMENT (MAA) WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR STATE ASSISTANCE FOR FENTANYL ERADICATION (S.A.F.E) INITIATIVE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

2. ITB #2024-109 DYER DR DRAINAGE IMPROVEMENTS (RC):

RESOLUTION No. 113-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF INVITATION TO BID #2024-109, CITY OF STUART'S SW DYER DRIVE DRAINAGE IMPROVEMENT PROJECT, TO PRP CONSTRUCTION GROUP, LLC OF INDIANTOWN, FLORIDA, THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$230,835; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

7:05 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Sean Reed

Motion approved unanimously.

COMMISSION ACTION

DISCUSSION AND DELIBERATION

3. COMMISSIONER CODE OF CONDUCT REVIEW

City Manager Mortell spoke about the Commissioner Code of Conduct, state laws, and public records request. Stated that there was a Commissioner Code of Conduct as they do not fall under the regular employee handbook but do follow Commission on Ethics and Sunshine Law. Spoke on previous suggestions from residents, stated we could do draft edits and bring it back or leave it as is.

Commissioner Collins commented on Public Records Policy and believes this served its purpose back when created, but isn't needed currently and would like to see it expire.

Commissioner Clarke commented it's important that we have guidelines and questioned Attorney Baggett if other Cities have an adopted code of conduct and if there is a civility clause. Stated that the Code of Conduct says 5 minute public comment, and it needs to be changed to 3 minutes. Asked to show clearly how the meetings should be conducted. Does not want the code of conduct to expire and wants it to be updated. Business owners, City staff, and residents have expressed how demoralized they feel due to the Commission.

Mayor Rich spoke on how the Commission should only speak to the City Manager and, if needed to speak with staff, must be in the presence or approved by City Manager.

City Manager informed the Commissioners that we are a strong City Manager form of government.

Commissioner Clarke suggests a retreat where an expert can speak to the Commissioners and how they can work together.

City Manager and Commissioners continued their discussion.

PUBLIC COMMENT:

1. Andy Noble - Stuart; Commented that he has observed the crisis on this Commission and received intimidating remarks from a Commissioner today. Referred to the Brightline meeting and the decorum as being disrespectful.
2. Albert Brinkley - Stuart; Commented he is a minister and stated that everyone at the dias has a responsibility, God put them there.

ADJOURNMENT

7:47 PM

Mary R. Kindel, City Clerk

Campbell Rich, Mayor

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

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 11/12/2024

Prepared by: Peter Kunen

Title of Item:

CITY/COUNTY EMERGENCY WATER CONNECTION INTERLOCAL AGREEMENT (RC):

RESOLUTION No. 108-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT WITH MARTIN COUNTY TO SELL WATER TO EACH OTHER UNDER EMERGENCY CONDITIONS; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

In 2007, the City and County entered into an agreement to interconnect the water supply as a condition of the consumptive use permit. The interconnection allows the City to provide water to the County and the County to provide water to the City under certain circumstances. There have been occasions in the past when the City had to receive water from the County. In the past few months, there was an event that required the City to provide water to the County. Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969 as amended (the "1969 Act"), provides that local governmental units may cooperate with each other on a basis of mutual advantage to provide services and facilities and to enter into an Interlocal Agreement. The County and the City each operate a water supply system in Martin County, Florida. Emergency Interconnects between two water systems are currently available to provide a source of water supply to be utilized by either the County or City in the event of a failure to either water system, or other water emergency. The County and the City have determined that it would be to the mutual advantage of each of the parties and in the best interest of the health, safety, and welfare of the citizens of both Martin County and the City of Stuart to amend and reinstate the January 12, 1999, Interlocal Agreement.

Funding Source:

N/A

Recommended Action:

Staff Recommends Commission approval authorizing the Mayor and City Clerk to execute an Interlocal Agreement between the City and Martin County relating to the sale and purchase of water to each other under emergency conditions.

ATTACHMENTS:

1. R108-2024 Emergency Water Connection Interlocal Agreement
2. COS WATER INTERLOCAL AGREEMENT 090524- City Rev



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

RESOLUTION NUMBER 108-2024

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA AUTHORIZING
THE MAYOR AND CITY CLERK TO EXECUTE AN
INTERLOCAL AGREEMENT WITH MARTIN
COUNTY TO SELL WATER TO EACH OTHER
UNDER EMERGENCY CONDITIONS; PROVIDING
AN EFFECTIVE DATE, AND FOR OTHER
PURPOSES.**

* * * * *

WHEREAS, pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969 as amended (the "1969 Act"), provides that local governmental units may cooperate with each other on a basis of mutual advantage to provide services and facilities as set forth in the 1969 Act and to enter into an Interlocal Agreement on the terms and conditions set forth in the 1969 Act; and

WHEREAS, The County and the City each operate a water supply system in Martin County, Florida; and

WHEREAS, Emergency Interconnects between two water systems are currently available to provide a source of water supply to be utilized by either the County or City in the event of a failure to either water system, or other water emergency; and

WHEREAS, The County and the City have determined that it would be to the mutual advantage of each of the parties and in the best interest of the health, safety, and welfare of the citizens of both Martin County and the City of Stuart to amend and reinstate the January 12, 1999, Interlocal Agreement.

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

SECTION 1: The Mayor and City Clerk are authorized and directed to execute an Interlocal Agreement between the City and Martin County, Florida relating to the sale and purchase of water to each other under emergency conditions, attached hereto as “Exhibit A.”

SECTION 2: The City Attorney is authorized to negotiate minor amendments to the Interlocal Agreement prior to its execution so long as the amendments do not change the intent of the City Commission regarding this Agreement.

Resolution Number 108-2024; Emergency Water Interlocal Agreement

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2024.

ATTEST:

MARY R. KINDEL
CITY CLERK

CAMPBELL RICH, MAYOR
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

“EXHIBIT A”

CITY/COUNTY EMERGENCY WATER INTERLOCAL AGREEMENT

**INTERLOCAL AGREEMENT
(REGARDING EMERGENCY INTERCONNECTION
OF WATER SUPPLY TREATMENT SYSTEMS)**

This Interlocal Agreement ("Agreement") regarding emergency interconnection of water supply systems, dated as of _____ is made by and between the Martin County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the City of Stuart, a municipal corporation, existing under the laws of the State of Florida, hereinafter referred to as the "City".

BACKGROUND

1. Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969 as amended (the "1969 Act"), provides that local governmental units may cooperate with each other on a basis of mutual advantage to provide services and facilities as set forth in the 1969 Act and to enter into an interlocal agreement on the terms and conditions set forth in the 1969 Act; and
2. The County and the City each operate a water supply system in Martin County, Florida; and
3. Emergency Interconnects between two water systems are currently available to provide a source of water supply to be utilized by either the County or City in the event of a failure to either water system or other water emergency.
4. The County and the City have determined that it would be to the mutual advantage of each of the parties and in the best interest of the health, safety, and welfare of the citizens of both Martin County and the City of Stuart to amend and reinstate the January 12, 1999, interlocal agreement.

NOW, THEREFORE, in consideration of the mutual advantages accruing to the parties and the benefits, promises and considerations set forth herein, the County and the City do hereby agree as follows:

ARTICLE 1 PURPOSE AND INTENT

- 1.01 The County and the City agree to sell water to each other under emergency conditions at the base rate in effect at the time of such sale. The base rate shall be the lowest rate paid for water by any class of customers of the water utility system selling such water. Emergency conditions are herein defined as the temporary requirement of either water utility system to provide continuous service to its customers. Nothing in this Agreement shall be construed as an obligation of either the County or the City to provide or purchase any specific volume of water. The

volume of water used by either party pursuant to this Agreement shall be per metered volume.

- 1.02 The City Utilities and Engineering Director shall have responsibility for coordination with Martin County and for determining when a water emergency exists for the City. The Martin County Utilities and Solid Waste Director shall be responsible for coordination with the City and for determining when a water emergency existing for the County.
- 1.03 Neither party shall be liable to the other party, or to the other party's customers for the quality or quantity of water supplied under this Agreement.
- 1.04 Water shall not be provided by one party to the other under the terms and conditions of this Agreement for a period greater than ninety (90) consecutive days unless such provision is authorized and approved by the Board of County Commissioners of Martin County and by the City Commission of the City of Stuart.

ARTICLE 2 COUNTY RESPONSIBILITIES

2.01 County's responsibilities shall be as follows:

- 1. Upon agreement of the parties that an additional emergency interconnection or relocation of an existing interconnect is required, the County shall prepare final plans, specifications, and cost estimates for water supply interconnections and shall submit them for approval to the City. The County shall obtain all necessary permits from the Florida Department of Environmental Protection (FDEP). The County shall furnish record drawings, certified by an engineer registered in the State of Florida, upon completion of the new or relocated emergency interconnection.
- 2. Promptly upon receipt of approval from the City, and receipt of FDEP permits, the County will construct new or relocated interconnects.
- 3. The County shall maintain all interconnects except for the City's meter, backflow assembly, and isolation valves.

ARTICLE 3 CITY RESPONSIBILITIES

3.01 City's responsibilities shall be as follows:

- 1. The City shall pay fifty percent (50%) of all costs of design, construction, permitting, and maintenance upon completion of each new or relocated emergency interconnection.

2. To cooperate with County in its efforts to design, permit, construct, and maintain emergency interconnections of water supply systems.
3. City to maintain City's meter, backflow assembly, and isolation valves.

ARTICLE 4 COUNTY AND CITY RESPONSIBILITIES

4.01 The County and City, acting by and through their respective designees, shall:

1. Evaluate the system of emergency interconnections on an annual basis to ensure that such emergency interconnection system is meeting the needs of the parties. Should additional emergency interconnections be deemed to be needed by both the City Utilities and Engineering Director and the County Director of Utilities and Solid Waste, they are authorized to coordinate and construct the emergency interconnection subject to the terms of this Agreement, and further subject to the appropriation of funds by each of the County and City for this purpose.
2. County and City each agree to abide by all laws, rules, and regulations applicable to the emergency interconnection and their respective water utility systems.

ARTICLE 5 TERM; AMENDMENT, TERMINATION

- 5.01 The term of this Agreement shall be twenty (20) years with the option for one (1) renewal option for a ten (10) year period upon request of City and written approval of the County Administrator. If either party chooses to terminate the Agreement the request must be submitted in writing at least ninety (90) days before the termination would become effective.
- 5.02 The Agreement may be amended only by written agreement of the parties. A party requesting amendment of the Agreement must propose such amendment in writing to the other party at least ninety (90) days prior to the proposed effective date of the amendment.
- 5.03 This Agreement shall become effective upon execution by both parties and filing with the Clerk of Circuit Court for Martin County.
- 5.04 This Agreement is subject to the availability of funds lawfully appropriated for its purposes by the County and the City, and if funds are not so appropriated, this Agreement shall terminate immediately upon written notice from the non-appropriating party to the other.

ARTICLE 6 MICELLANEOUS PROVISIONS

- 6.01 This Agreement shall be governed by the laws of the State of Florida and all legal action instituted because of this Agreement shall be instituted in Martin County.
- 6.02 This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.
- 6.03 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- 6.04 Any notice, request, demand, consent approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by any of the following methods:
- (i) Hand delivery to the other party; or
 - (ii) Delivery by commercial overnight courier service; or
 - (iii) Mailed by registered or certified mail (postage prepaid), return receipt requested.

For purposes of notice the addresses are as follows:

CITY

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

Required Copy to:

Lee Baggett
City Attorney
City of Stuart
121 SW Flagler Ave
Stuart, FL 34994

COUNTY

Don Donaldson
County Administrator
Martin County
2401 SE Monterey Road
Stuart, FL 34996

Required Copy to:

Sarah Woods
County Attorney
Martin County
2401 SE Monterey Road
Stuart, FL 34996

Required Copy to:

Peter A. Kunen, P.E.
Utilities and Engineering Director
City of Stuart
121 SW Flagler Ave
Stuart, FL 34994

Required Copy to:

Samuel Amerson, P.E.
Utilities and Solid Waste Director
Martin County
PO Box 9000
Stuart, FL 34995

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon with the return receipt is signed or delivered is refused or the notice is designated by the postal authorities as not delivered if mailed.

6.05 Captions in this Agreement are included for convenience only and are not to be considered in any construction or interpretation of this Agreement or any of its provisions.

IN WITNESS WHEREOF, the City of Stuart has approved this Interlocal Agreement at its meeting on the ____ day of _____, ____ and MARTIN COUNTY has approved this Interlocal Agreement at its meeting held on the ____ day of _____, ____.

(SEAL)

CITY OF STUART

ATTEST

Campbell Rich, Mayor

Mary Kindel
City Clerk

Approved as to Form and Correctness

Lee Baggett, City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Carolyn Timmann, Clerk

Harold E. Jenkins II, Chairman

Approved as to Form and Correctness

Sarah Woods, City Attorney

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

Meeting Date: 11/12/2024

Prepared by: Peter Kunen

Title of Item:

CITY/COUNTY EMERGENCY WASTEWATER CONNECTION INTERLOCAL AGREEMENT (RC):

RESOLUTION No. 109-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT WITH MARTIN COUNTY TO PROVIDE WASTEWATER TREATMENT TO EACH OTHER UNDER EMERGENCY CONDITIONS; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

In 2007, the FDEP required the City of Stuart and Martin County to enter into an interlocal agreement to provide water and sewer to the community as a condition of the consumptive use permit necessary to pump water from the surficial aquifer. The present item is related to the interconnection of the wastewater systems. Pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969 as amended (the "1969 Act"), provides that local governmental units may cooperate with each other on a basis of mutual advantage to provide services and facilities and to enter into an Interlocal Agreement. The County and the City each operate a wastewater supply system in Martin County, Florida. Emergency interconnections between the two wastewater systems are deemed desirable to provide a source of wastewater treatment to be utilized by either the County or the City in the event of a failure to either party's wastewater system, or in the event of some other wastewater emergency. The County and the City have agreed to share the costs of interconnections of wastewater treatment systems on an equal basis by execution of an Interlocal Agreement for interconnections of wastewater treatment and restated in a new Agreement.

Funding Source:

N/A

Recommended Action:

Move approval, authorizing the Mayor and City Clerk to execute an Interlocal Agreement between the City and Martin County, Florida relating to providing wastewater treatment to each other under emergency conditions.

ATTACHMENTS:

1. R109-2024 Emergency Wastewater Connection Interlocal Agreement
2. COS WASTEWATER INTERLOCAL AGREEMENT 090524- City Rev



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

RESOLUTION NUMBER 109-2024

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA AUTHORIZING
THE MAYOR AND CITY CLERK TO EXECUTE AN
INTERLOCAL AGREEMENT WITH MARTIN
COUNTY TO PROVIDE WASTEWATER
TREATMENT TO EACH OTHER UNDER
EMERGENCY CONDITIONS; PROVIDING AN
EFFECTIVE DATE, AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969 as amended (the "1969 Act"), provides that local governmental units may cooperate with each other on a basis of mutual advantage to provide services and facilities as set forth in the 1969 Act and to enter into an Interlocal Agreement on the terms and conditions set forth in the 1969 Act; and

WHEREAS, The County and the City each operate a wastewater supply system in Martin County, Florida; and

WHEREAS, Emergency interconnections between the two wastewater systems are deemed desirable to provide a source of wastewater treatment to be utilized by either the County or the City in the event of a failure to either party's wastewater system or in the event of some other wastewater emergency; and

WHEREAS, The County and the City have agreed to share the costs of interconnections of wastewater treatment systems on an equal basis by execution of an Interlocal Agreement for interconnections of wastewater treatment and restated in a new Agreement.

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

SECTION 1: The Mayor and City Clerk are authorized and directed to execute an Interlocal Agreement between the City and Martin County, Florida related to providing wastewater treatment to each other under emergency conditions, attached hereto as “Exhibit A.”

SECTION 2: The City Attorney is authorized to negotiate minor amendments to the Interlocal Agreement prior to its execution so long as the amendments do not change the intent of the City Commission regarding this Agreement.

Resolution Number 109-2024; Emergency Wastewater Interlocal Agreement

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2024.

ATTEST:

MARY R. KINDEL
CITY CLERK

CAMPBELL RICH, MAYOR
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

“EXHIBIT A”

CITY/COUNTY EMERGENCY WASTEWATER INTERLOCAL AGREEMENT

**INTERLOCAL AGREEMENT
(REGARDING EMERGENCY INTERCONNECTION
OF WASTEWATER TREATMENT SYSTEMS)**

This Interlocal Agreement ("Agreement") regarding emergency interconnection of wastewater treatment systems, dated as of _____ is made by and between the Martin County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the City of Stuart, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City".

BACKGROUND

1. Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969 as amended (the "1969 Act"), provides that local governmental units may cooperate with each other on a basis of mutual advantage to provide services and facilities as set forth in the 1969 Act and to enter into an interlocal agreement on the terms and conditions set forth in the 1969 Act; and
2. The County and the City each operate a wastewater treatment system in Martin County, Florida; and
3. Emergency interconnections between the two wastewater systems are deemed desirable to provide a source of wastewater treatment to be utilized by either the County or the City in the event of a failure to either party's wastewater system or in the event of some other wastewater emergency.
4. The County and the City have agreed to share the costs of interconnections of wastewater treatment systems on an equal basis by execution of an interlocal agreement for interconnections of wastewater treatment and restated in a new Agreement.

NOW, THEREFORE, in consideration of the mutual advantages accruing to the parties and the benefits, promises and considerations set forth herein, the County and the City do hereby agree as follows:

ARTICLE 1 PURPOSE AND INTENT

- 1.01 The County and the City agree to provide wastewater treatment to each other under emergency conditions at the base rate in effect at the time of such sale. The base rate shall be the lowest rate paid for wastewater service by any class of customers of the wastewater utility system selling such wastewater treatment. Emergency conditions are herein defined as the temporary requirement of either wastewater utility system to provide continuous service to its customers. Nothing in this Agreement shall be construed as an obligation of either the County or the City to provide or purchase any specific volume of wastewater treatment. The volume of wastewater treated by either party pursuant to this Agreement shall be estimated

(where not metered) based on the difference in average volume of wastewater treated by each party for a thirty (30) day period immediately prior to the date the emergency wastewater treatment commences, and the volume of wastewater treated by each party during the emergency.

- 1.02 The City Utilities & Engineering Director shall have responsibility for coordination with Martin County and for determining when a wastewater emergency exists for the City. The Martin County Utilities and Solid Waste Director shall be responsible for coordination with the City and for determining when a wastewater emergency existing for the County.
- 1.03 Neither party shall be liable to the other party, or to the other party's customers for the quality or quantity of wastewater treatment under this Agreement.
- 1.04 Wastewater treatment shall not be provided by one party to the other under the terms and conditions of this Agreement for a period greater than ninety (90) consecutive days unless such provision is authorized and approved by the Board of County Commissioners of Martin County and by the City Commission of the City of Stuart.

ARTICLE 2 COUNTY RESPONSIBILITIES

2.01 County's responsibilities shall be as follows:

1. Upon execution of this agreement, the County shall prepare plans, specifications and cost estimates for interconnections and shall submit them for approval to the City. The County shall obtain all necessary permits from the Florida Department of Environmental Protection (FDEP). The County shall furnish record drawings, certified by an engineer registered in the state of Florida, upon completion of each emergency interconnection.
2. Promptly upon receipt of approval from the City, and receipt of FDEP permits, the County will construct new interconnects.
3. The County shall maintain all interconnects.

ARTICLE 3 CITY RESPONSIBILITIES

3.01 City's responsibilities shall be as follows:

1. The City shall pay fifty percent (50%) of all costs of design, construction, permitting, and maintenance upon completion of each new emergency interconnection.
2. To cooperate with County in its efforts to design, permit, construct, and maintain emergency interconnections of wastewater supply systems.

ARTICLE 4 COUNTY AND CITY RESPONSIBILITIES

4.01 The County and City, acting by and through their respective designees, shall:

1. Evaluate the system of emergency interconnections on an annual basis to ensure that such emergency interconnection system is meeting the needs of the parties. Should additional emergency interconnections be deemed to be needed by both the City Utilities and Engineering Director and the County Director of Utilities and Solid Waste, they are authorized to coordinate and construct the emergency interconnection subject to the terms of this Agreement, and further subject to the appropriation of funds by each of the County and City for this purpose.
2. County and City each agree to abide by all laws, rules, and regulations applicable to the emergency interconnection and their respective wastewater utility systems.

ARTICLE 5 TERM; AMENDMENT, TERMINATION

- 5.01 The term of this Agreement shall be twenty (20) years with the option for one (1) renewal option for a (10) year period upon request of City and written approval of the County Administrator. If either party chooses to terminate the Agreement the request must be submitted in writing at least ninety (90) days before the termination would become effective.
- 5.02 The Agreement may be amended only by written agreement of the parties. A party requesting amendment of the Agreement must propose such amendment in writing to the other party at least ninety (90) days prior to the proposed effective date of the amendment.
- 5.03 This Agreement shall become effective upon execution by both parties and filing with the Clerk of Circuit Court for Martin County.
- 5.04 This Agreement is subject to the availability of funds lawfully appropriated for its purposes by the County and the City, and if funds are not so appropriated, this Agreement shall terminate immediately upon written notice from the non-appropriating party to the other.

ARTICLE 6 MICELLANEOUS PROVISIONS

- 6.01 This Agreement shall be governed by the laws of the State of Florida and all legal action instituted because of this Agreement shall be instituted in Martin County.
- 6.02 This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

- 6.03 If any term or provision of this ,Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- 6.04 Any notice, request, demand, consent approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by any of the following methods:
- (i) Hand delivery to the other party; or
 - (ii) Delivery by commercial overnight courier service; or
 - (iii) Mailed by registered or certified mail (postage prepaid), return receipt requested.

For purposes of notice the addresses are as follows:

CITY

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

Required Copy to:

Lee Baggett
City Attorney
City of Stuart
121 SW Flagler Ave
Stuart, FL 34994

Required Copy to:

Peter A. Kunen, P.E.
Utilities & Engineering Director
City of Stuart
121 SW Flagler Ave
Stuart, FL 34994

COUNTY

Don Donaldson
County Administrator
Martin County
2401 SE Monterey Road
Stuart, FL 34996

Required Copy to:

Sarah Woods
County Attorney
Martin County
2401 SE Monterey Road
Stuart, FL 34996

Required Copy to:

Samuel Amerson, P.E.
Utilities and Solid Waste Director
Martin County
PO Box 9000
Stuart, FL 34995

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon with the return receipt is signed or delivered is refused or the notice is designated by the postal authorities as not delivered if mailed.

6.05 Captions in this Agreement are included for convenience only and are not to be considered in any construction or interpretation of this Agreement or any of its provisions.

IN WITNESS WHEREOF, the City of Stuart has approved this Interlocal Agreement at its meeting on the ____ day of _____, ____ and MARTIN COUNTY has approved this Interlocal Agreement at its meeting held on the ____ day of _____, ____.

(SEAL)

CITY OF STUART

ATTEST

Campbell Rich, Mayor

Mary Kindel
City Clerk

Approved as to Form and Correctness

Lee Baggett, City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Carolyn Timmann, Clerk

Harold E. Jenkins II, Chairman

Approved as to Form and Correctness

Sarah Woods, City Attorney

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

Meeting Date: 11/12/2024

Prepared by: Holly Vath

Title of Item:

AWARD OF ITB #2024-110: SE LONITA STREET DRAINAGE IMPROVEMENT(RC):

RESOLUTION No. 115-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF INVITATION TO BID #2024-110, CITY OF STUART'S SE LONITA STREET DRAINAGE IMPROVEMENT PROJECT TO MTS LAND & CATTLE, LLC OF PALM CITY, FLORIDA, THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$191,880; 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 September 7, 2024, and released simultaneously on OpenGov Procurement and DemandStar, who collectively notified three thousand eight-four (3,084) potential bidders. Ninety-three (93) potential bidders downloaded the bid specifications and plans. Eight (8) bids were received by the bid opening of 2:00 pm on October 17, 2024.

The Engineer of record Captec Engineering recommends award to the lowest responsive, responsible bidder, for the total of one hundred ninety-one thousand eight hundred eighty dollars (\$191,880)

Funding Source:

810-563 ARPA

Recommended Action:

Approve Resolution No. 115-2024.

ATTACHMENTS:

1. Resolution 115-2024
2. ITB 2024-110
3. MTS Land & Cattle Contract



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

RESOLUTION 115-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVING THE AWARD OF INVITATION TO BID #2024-110, CITY OF STUART'S SE LONITA STREET DRAINAGE IMPROVEMENT PROJECT TO MTS LAND & CATTLE, LLC OF PALM CITY, FLORIDA, THE LOWEST, MOST RESPONSIVE AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$191,880; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart entered into the competitive Invitation to Bid process in order to solicit qualified construction contractors for the City of Stuart's SE Lonita Street Drainage Improvement Project (the "Project"); and

WHEREAS, the work will consist of construction stormwater infrastructure to treat runoff from a 15.04-acre drainage basin consisting of medium density residential development prior to discharge. The project will remove nutrients and sediment and provide stormwater retention.

WHEREAS, MTS Land & Cattle, LLC responded to the Invitation to Bid and it was the lowest, most responsive and responsible bidder with a total unit price of \$191,880.00; and

WHEREAS, the City of Stuart desires to enter into an agreement with MTS Land & Cattle LLC for the work under the Project; and

WHEREAS, the City Commission deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents of the City of Stuart and the public at large.

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

SECTION 1: The foregoing recitals are hereby ratified, confirmed and incorporated herein.

SECTION 2: The City Commission hereby approves the award of Invitation to Bid #2024-110, the City's SE Lonita Street Drainage Improvement Project, to MTS Land & Cattle LLC.

SECTION 3: The City Commission hereby authorizes the City Manager to execute the contract subsequent to final review and approval by the City Attorney.

SECTION 4: This resolution shall become effective immediately upon adoption.

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

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

YES	NO	ABSENT	ABSTAIN

Resolution No. 115-2024

Award ITB #2024-110: City of Stuart SE Lonita Street Drainage Improvement Project

ADOPTED this 12th day of November, 2024.

ATTEST:

CITY OF STUART, FLORIDA

MARY R. KINDEL
CITY CLERK

CAMPBELL RICH, MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY



INVITATION TO BID

ITB 2024-110

CITY OF STUART SE LONITA STREET DRAINAGE IMPROVEMENT PROJECT

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

RELEASE DATE: September 7, 2024

DEADLINE FOR QUESTIONS: September 26, 2024

RESPONSE DEADLINE: October 14, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Stuart
INVITATION TO BID

City of Stuart SE Lonita Street Drainage Improvement Project

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

Attachments:

A - Davis Bacon Wage Requirements

B - SE Lonita Street Drainage Improvement Prj ARPA Requirements

C - GeoTech Report Lonita-Villas

D - 2067.11 - SE LONITA ST BID SET

1. Advertisement

CITY OF STUART

ITB 2024-110

City of Stuart SE Lonita Street Drainage Improvement Project

Advertisement

The City encourages E-Bidding through OpenGov Procurement at

<https://procurement.opengov.com/portal/stuartfl>. City of Stuart SE Lonita Street Drainage Improvement Project will be received by the City of Stuart at the Procurement Office, 301 SE Ocean Blvd., Suite 204, Stuart, Florida, 34994, until Monday, October 14, 2024 at 2:00 pm.

A Non-Mandatory pre bid meeting will be held at Annex Conference Room 300 SW Saint Lucie Blvd. Stuart, Florida 34994 at 11:00 am, Thursday, September 19, 2024.

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 "ITB 2024-110, City of Stuart SE Lonita Street Drainage Improvement Project. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened

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

Mail/Overnight/Hand Deliver Submittal Responses to:

Procurement Office

301 SE Ocean Blvd., Suite 204

Stuart, Florida 34994

Mark outside of envelope: ITB 2024-110, City of Stuart SE Lonita Street Drainage Improvement Project

Published: Saturday, September 7, 2024

2. Introduction

2.1. [Summary](#)

The project is in the City of Stuart, Florida (Latitude 27° 11' 14.92"N, Longitude 80° 15' 4.51"W) in the City of Stuart Poppleton Creek drainage basin. Stormwater runoff from a developed urban residential area currently discharges directly to Poppleton Creek with a CDS Baffle Box as treatment. This project proposes to construct stormwater infrastructure to treat runoff from a 15.04-acre drainage basin consisting of medium density residential development prior to discharge. The project will remove nutrients and sediment and provide stormwater retention and is important for the City of Stuart to continue progress towards meeting BMAP requirements for the St. Lucie River.

2.2. [Background](#)

The project will assist the City of Stuart in meeting TMDL requirements mandated by FDEP and will enable the City to continue progressing to meet removal goals for nitrogen and phosphorus as required in the St. Lucie River and Estuary BMAP. The project will continue an on-going successful effort to increase water quality treatment prior to discharging to the Estuary.

2.3. [Contact Information](#)

Project Contact:

Marc Rogolino

U&E Project Manager

121 SW Flagler Ave.

Stuart, FL 34994

Email: mrogolino@ci.stuart.fl.us

Phone: [\(772\) 221-4700](tel:(772)221-4700)

Procurement Contact:

Holly Vath

Interim Purchasing

121 SW Flagler Avenue

Stuart, FL 34994

Email: hvath@ci.stuart.fl.us

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

Department:

Public Works

2.4. [Timeline](#)

Release Project Date	September 7, 2024
-----------------------------	-------------------

Pre-Proposal Meeting (Non-Mandatory)	September 19, 2024, 11:00am Annex Conference Room 300 SW Saint Lucie Blvd. Stuart, Florida 34994
Question Submission Deadline	September 26, 2024, 5:00pm
Proposal Submission Deadline	October 14, 2024, 2:00pm Team Meeting Meeting ID: 233 062 212 930 Passcode: 4RXBEs https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDc4MGZjMzAtMzQ0Ni00NDUzLTkxMWEtMzAyZWl4NzZjZDU2%40thread.v2/0?context=%7b%22Tid%22%3a%22432aac0a-825f-471b-87f3-1a9ab5913bec%22%2c%22Oid%22%3a%22ef2e9287-3f84-4562-8dab-28f60f890dda%22%7d Dial in by phone +1 872-242-8065,,78277231# United States, Chicago Find a local number Phone conference ID: 782 772 31#

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 2:00 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.

Holly Vath

Interim Purchasing

hvath@ci.stuart.fl.us

(772) 288-5320

3.3. Bid Opening

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

Microsoft Teams

Meeting ID: 233 062 212 930

Passcode: 4RXBEs

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDc4MGZjMzAtMzQ0Ni00NDUzLTkxMWEtMzAyZWl4NzZjZDU2%40thread.v2/0?co

[ntext=%7b%22Tid%22%3a%22432aac0a-825f-471b-87f3-1a9ab5913bec%22%2c%22Oid%22%3a%22ef2e9287-3f84-4562-8dab-28f60f890dda%22%7d](#)

Dial in by phone

[+1 872-242-8065,,78277231#](#) United States, Chicago

[Find a local number](#)

Phone conference ID: 782 772 31#

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, 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 Monday, October 14, 2024 at 2:00 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: ITB 2024-110 **"City of Stuart SE Lonita Street Drainage Improvement Project"** The envelope shall also include the bidder's return address.

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

THE CITY MUST RECEIVE ALL BIDS BY

2:00 pm on Monday, October 14, 2024

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 \$2,000,000
- 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 cityclerk@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL. 34994 per F.S. 119.12.

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

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

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

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

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

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

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

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

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

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

4.10. Business Registration

Bidders seeking to do business with Martin County (that fall under the categories listed below) shall, before award of contract, be registered, or shall have applied for registration, with the Florida Department of State, Division of Corporations in accordance with the provisions of Chapter 607 and/or 620, Florida Statutes (<https://dos.myflorida.com/sunbiz/>): • Corporations [foreign or domestic]

- Limited Liability Companies (LLC)
- Non-profits

- Partnerships

Doing Business As [DBA] - If the Bidder's name stands apart from the owner's or partners' personal legal name, or the officially registered name of an LLC or corporation, the Bidder, before award of contract, shall be registered as a fictitious name with the Florida Division of Corporations in accordance with the provisions of Chapter 865, Florida Statutes. The above requirements are also applicable to all subcontractors proposed in the bid submittal.

4.11. Licenses

Bidders shall, at the time of submitting a bid in response to this solicitation, be licensed by the appropriate federal, state and local regulatory agencies as it relates to Bidders' profession or business. Bidder shall provide proof of certification and/or registration as a Contractor by the State of Florida applicable to the work required in the solicitation.

The above requirements are also applicable to all subcontractors proposed in the bid submittal.

4.12. 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.

4.13. 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.

4.14. 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.

4.15. 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.

4.16. 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.

4.17. 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.

4.18. 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.

4.19. Competency of Respondents

Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this ITB and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

4.20. Extra Work

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

- A. By such applicable unit prices, if any, as are set forth in the contract; or
- B. If no such unit prices are so set forth, then by a lump sum or other unit prices mutually agreed upon by the City and the Contractor; or
- C. If no such unit prices are so set forth in the contract and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed and the cost shall be determined as follows:
 - 1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon, to which shall be added an amount equal to 15 per cent of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.

2) For all materials used, the Contractor shall receive the actual cost of such materials delivered at the site and previously approved delivery point as established by original receipted bills. No percentage shall be added to this cost.

3) For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economic performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage shall be added to this sum.

4) The Contractor's profit shall be computed by taking 10% of the sum of Items 1 and 2. The total cost of performing this extra work shall be the sum of Items 1, 2, 3, and 4.

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

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

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

4.21. 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.

*If e-bidding, bidder shall upload a copy of the bond to OpenGov Procurement ([Procurement Portal \(opengov.com\)](https://opengov.com)) and submit the original bid bond to City of Stuart, Attn: Purchasing Division, 301 SE Ocean Blvd., Suite 204 Stuart, Florida 34994 within three (3) calendar days of the bid opening. Failure to provide bid bond may deem the bid non-responsive.

4.22. 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.

4.23. Permits

The Contractor is responsible for applying for and obtaining any and all required building, demolition or excavation permits required by any municipality or county having jurisdiction over the conduct of the

work being pursued (to include the City of Stuart and Martin County). The Contractor should take every precaution that he is aware of the cost of all required permit fees and should include those costs in his bid in the appropriate item. All City permits will be a no fee permit. **The City of Stuart has received a FDOT permit for Landscape, Irrigation and hardscape, however the construction is contingent on maintenance agreement approval from FDOT.**

4.24. 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.

4.25. 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. ARPA Terms and Conditions

5.1. ARPA Definitions

The term “Professional”, as used throughout this document shall mean the Professional, Provider, Consultant, SubProfessional, etc., as applicable with respect to the Contract or Agreement.

The term “Contract” as used throughout this document shall mean the underlying contract or agreement, as applicable.

5.2. Compliance with Applicable Law and Regulations

Professional provides services that the City may apply to the State of Florida or the federal government for funds which will be used to pay Professional or reimburse the City for payments made to Professional. This amendment is in accordance with Code of Federal Regulations Section 2 CFR 200. The City and Professional agree that with respect to any services or work performed or provided by, Consultant, Professional or its Subprofessional’s under the Contract arising from or related to the American Rescue Plan Act (ARPA), the provisions set forth in this amendment (including requirements of registering on SAM.gov) (collectively, the “2CRF 200 Requirements”) shall apply. The ARPA Requirements shall only modify the Contract upon the provision by Professional of work or services required as a result of utilizing funds given from American Rescue Plan Act. The terms and conditions of the Contract and the ARPA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the ARPA Requirements, the ARPA Requirements shall govern and prevail.

Compliance with Applicable Law and Regulations

- A. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- B. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – (Section 1352, Title 31, U.S. Code prohibits recipients of federal funds--whether grants, contracts, cooperative agreements--from using those funds to lobby to obtain, extend, or modify a federal award.) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress

in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- C. Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- D. Clean Air Act 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)
- E. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- F. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- G. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- H. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- I. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- J. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations

and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- K. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- L. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- M. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- N. Subpart C 200.116 Prohibition on certain telecommunications and video surveillance services or equipment.
 - 1. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications

equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 3. See Public Law 115-232, section 889 for additional information.
 4. See also § 200.471.

O. Domestic preferences for procurements

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
2. For purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- P. 200.321 Contracting with small and minority business, women’s business enterprises, and labor surplus area firms.
 - 1. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - 2. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - e. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (2)(a) through (e) of this section.

6. Scope of Work

6.1. PURPOSE

This purpose of this bid solicit qualified underground utility & excavation contractors to construct stormwater infrastructure to treat runoff from a 15.04-acre drainage basin consisting of medium density residential development prior to discharge. The project will remove nutrients and sediment and provide stormwater retention and is important for the City of Stuart to continue progress towards meeting BMAP requirements for the St. Lucie River. Work shall include furnishing all labor, materials, and equipment to complete the work as specified and in accordance with the drawings, specifications, ARPA requirements and other contract documents.

6.2. 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.

6.3. 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 one hundred eighty (180) 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.

6.4. 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.

6.5. 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.

6.6. 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.

6.7. 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.

6.8. 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.

6.9. 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.

6.10. 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.

6.11. 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.

6.12. 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.

6.13. 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.

6.14. 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.

6.15. 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.

6.16. Scope of Work

City of Stuart SE Lonita St Drainage Improvement Project

The purpose of this bid is to solicit qualified underground utility & excavation contractors to submit bids for construction of the SE Lonita St Drainage Improvement Project. The project consists of installation of erosion control, vegetation removal, demolition, installation of new concrete drainage structures & piping and modification of concrete drainage structures, grading, concrete restoration, and asphalt roadway construction/restoration. Work shall include furnishing all labor, materials, and equipment to complete the work as specified and in accordance with the drawings, specifications, ARPA requirements and other contract documents.

7. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
GENERAL					
1	Mobilization/Demobilization/General Conditions	1	LS		
2	Maintenance of Traffic	1	LS		
3	Pre/Post Construction Video	1	LS		
4	Construction Survey (Layout)	1	LS		
5	Construction Survey (As-built)	1	LS		
6	Silt Fence	670	LF		
7	Landscaping Repair	1	ALLOW		
8	NPDES Permitting	1	LS		
9	Sod	300	SY		
10	Dewatering	1	ALLOW		
DRAINAGE / ROADWAY					
11	Open-Cut Asphalt	285	SY		
12	Milling and Overlay Asphalt (1") (Includes re-striping)	1,120	SY		
13	Replace Concrete Sidewalk (Includes ADA Mats)	18	SY		
14	Remove and Replace Concrete Header Curb	340	LF		
15	Repair Concrete Driveway	40	SY		
16	Adjust Existing Structure	1	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	Type 'C' Inlet	5	EA		
18	12" Reinforced Concrete Pipe (RCP)	243	LF		
19	15" Reinforced Concrete Pipe (RCP)	369	LF		
20	Irrigation Repair	1	ALLOW		
21	Adjust Single Post Sign	1	EA		
TOTAL					

8. Vendor Questionnaire

8.1. [Proposal Checklist](#)

Please download the below documents, complete, and upload.

- [Checklist.pdf](#)

8.2. [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

8.3. [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

8.4. [References Form*](#)

Please download the below documents, complete, and upload.

- [Refernces_Form.pdf](#)

*Response required

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

Please download the below documents, complete, and upload.

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

*Response required

8.6. 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

8.7. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

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

*Response required

8.8. Public Entity Crimes*

Please download the below documents, complete, and upload.

- [Public Entitiy Crimes .pdf](#)

*Response required

8.9. 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

8.10. 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

8.11. 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

8.12. [Compliance with ARPA Terms and Conditions*](#)

By entering into a contract with the City of Stuart, you are obligated to comply with all provisions of ARPA terms and conditions.

☐ Please confirm

*Response required



"UNIT PRICE CONTRACT"

CONTRACTOR:

PROJECT: ITB 2024-110: City of Stuart SE Lonita Street Drainage Improvement Project

CONTRACT FOR SERVICES

THIS UNIT PRICE CONTRACT, hereinafter "Contract," made and entered into the 12th day of **November, 2024** by and between **MTS Land & Cattle 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.

I. PURPOSE OF CONTRACT

City intends to enter into a Contract with Contractor for provision of City of Stuart SE Lonita Street Drainage Improvement Project by the Contractor and the payment for those services by City as set forth below. The City will be using American Rescue Plan Act ("ARPA") funding and therefore all services must be in compliance with all reporting and hiring requirements pursuant to the Act.

II. SCOPE OF SERVICES

Section 1. Services

The Contractor shall provide services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to construct City of Stuart SE Lonita Street Drainage Improvement Project as provided on the approved schedule, hereinafter referred to as "Services." Contractor shall work with City staff in advising the City regarding the Services as rendered. The Services will be those customarily attendant to construct City of Stuart SE Lonita Street Drainage Improvement Project, as provided in the detailed scope of services to be performed and schedule of fees for those services and as described in the solicitation, specification, bid plans (Contractor's response to ITB #2024-110). All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations including all reporting requirements necessary to comply with the allocation of ARPA funding.

Section 2. Extra Work by Change Order

If extra work is found necessary or desirable by the City arising out of or causing the modification of the specification or plans, an order for extra work shall be made and valid only by an executed Change Order. All work so ordered must be performed by the Contractor. The amount of compensation to be paid to the Contractor for any work so ordered shall be determined as follows:

- A. By such applicable unit prices, if any, as are set forth in the Contract; or
- B. If no such unit prices are set forth, then by a lump sum or other unit price mutually agreed upon by the City and the Contractor; or
- C. If no such unit prices are set forth in the Contract, and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed, and the cost shall be determined as follows:
 - 1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon, to which shall be added an amount equal to 15% of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.
 - 2) For all materials used, the Contractor shall receive the actual cost of such materials delivered at the site and previously approved delivery point as established by original receipted bills. No percentage or extra charge shall be added to this cost.
 - 3) For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economic performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage or extra charge shall be added to this sum.
 - 4) The Contractor's profit shall be computed by adding 10% of the sum of Items 2 and 3. The total cost of performing this extra work shall be the sum of Items 1, 2, 3, and 4. Records of extra work done, if any, shall be reviewed at the end of each day by the Contractor and the City's Engineer of Record, duplicate copies of accepted records made and signed by both the Contractor and the City's Engineer of Record, and one copy retained by each.
- D. Claim for payment for extra work shall be submitted by the Contractor upon a verified statement supported by receipted bills. Such statements shall be submitted for the current contract payment for the month in which the extra work was done. No claim for extra work shall be allowed unless the same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 Time of Performance

Upon award of this Contract by Resolution of the City's Board of Commissioners or Upon Emergency approval by City Manager, the effective date of this Contract shall be date of execution of this Contract by both City and Contractor. The Contractor shall began work within ten (10) calendar days after delivery of written Notice to Proceed, hereinafter "NTP", issued by Project Manager for the City to the Project Manager for the Contractor. All performance of the Contract Services shall be completed within **one hundred eighty (180) 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 issuance of the NTP and shall constitute the "Date of Commencement" for purposes of the completion deadline.

1.2 Liquidated Damages

The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the Contract Services is not completed within the time frame specified herein. The City and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Contract Services is not completed timely. Accordingly, instead of requiring any such proof, the City and Contractor agree that the Contractor shall pay to the City, 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 exceeds the stipulated time for its completion, This amount is fixed and determined by the parties hereto as liquidated damages that the City will suffer by reason of such default, and not by way of penalty.

The City is hereby authorized to deduct any and all liquidated damages from the payments due to the Contractor which may be due or become due said Contractor for the work under this Contract, or as much thereof as the City may, at its own option, deem just and reasonable.

In addition to the liquidated damages hereinabove, the Contractor shall be responsible for reimbursing the City all expenses related to third party consultants in administering the Project beyond the Final Completion Date specified in this Contract.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

City will compensate Contractor for these Services in accordance with Contractor's pricing schedule formalized in "Price Proposal Form" to this Contract **not to exceed one hundred ninety one thousand eight hundred eighty dollars (\$191,880).**

2.2 Invoices

In accordance with the Local Government Prompt Payment Act, Florida Statutes § 218.70 *et. seq.*, Contractor shall submit periodic invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be certified by Contractor, detailed and itemized, and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

2.3 Payment

The City shall make progress payments to the Contractor on the basis of the approved partial payment request recommended by the Engineer of Record. The City shall retain five percent (5%) of the payment amount due to the Contractor until final completion and acceptance of all the work to be performed by the Contractor under the Contract Documents. 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.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer of Record will promptly make such inspection and when the Engineer of Record finds the work acceptable under the terms of this Contract and the Contract is fully performed, the Engineer of Record will promptly issue a final completion certificate stating that the work provided for in this Contract has been completed, and acceptance by the City under terms and conditions hereof is recommended and the entire balance found to be due to the Contractor, will be paid to the Contractor by the City following City Commission approval of the final Contract payment.

The acceptance by the contractor of final payment shall be and shall operate as a release to the City from

all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with the work under this Contract and for every act and neglect of the City and others related to or arising out of the work. Any payment, however, final or otherwise, shall not release the Contractor or its surety(s) from any obligations under the Contract Documents or the Payment and Performance Bonds.

Section 3. Guarantee and Warranty

The Contractor guarantees to repair, replace, or otherwise make good to the satisfaction of the City any defects in workmanship or material appearing in the work within twelve (12) months after the day the work is accepted by the Project Manager of the City. Contractor further guarantees the successful performance of the work for the Services intended. Neither inspection nor payment, including final payment by the City shall relieve the Contractor from his/her or its obligations to do and complete the work in accordance with this Contract. 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. If the manufacture of materials provides a warranty or guarantee which is longer than twelve (12) months, the Contractor agrees to fully assist the City in making a claim for such warranty or guarantee. If the City deems it inexpedient to require the Contractor to correct deficient installation or repairs, an equitable deduction from the contract price shall be made therefore, in the alternative, the City may seek mediation or 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 including electronic 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 based on audit examination not to constitute allowable costs under this Contract. The Contractor shall refund by check payable 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 (3) years after completion of the project and issuance of the final certificate, 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 Contract Services and shall bear all losses resulting to the Contractor because of bad weather, or because of errors or omissions in the bid on the Contract price, or as otherwise provided in the Contract Documents, because of any other causes whatsoever.

The Contractor shall assign a supervisory employee of the Contractor (the Contractor's "Project Manager") and identify to the City all assigned personnel working on the Contract. The Contractor's Project Manager is responsible to keep the City informed of the Contractor's activities and to have in place an electronic communication method (cellphone, radio, etc.) available at all times which can be used by the City's Engineer of

Record, the City's Designated Representative, or the City's Project Manager to contact the Contractor's Project Manager. The Project Manager shall be responsible for overseeing all work performed by the Contractor, unless and until a replacement Project Manager is made by the Contractor and the City is informed of same by the Contractor in writing. If at any time the Project Manager is replaced during the term of this Contract, the Contractor must provide complete updated contact information and detailed information as requested, which may include a completed IRS Form I-9, and which must be approved by the City. Any change in Contractor's assigned personnel must also be provided in writing by the Contractor, and the City may reject any assigned personnel, for just cause given to the Contractor.

The Contractor is responsible to submit a proposed schedule to the City consisting of planned work to be accomplished. The City's Engineer of Record, or his/her designee, shall have approval authority over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the City's Project Manager, or his/her designee. The City reserves the right to change the schedule, with adequate notification, so the best benefit of the work can be achieved by the City, and to ensure reimbursement or replacement for loss or damage to property caused by negligence of the Contractor or any subcontractors.

5.3 Equipment

All equipment to be utilized by the Contractor to perform the Services, as detailed herein must be approved by the City's Engineer of Record or his/her designee. The Contractor specifically agrees to remove and replace any equipment judged by the City to be inadequate, dangerous, or poorly operating, or excessively noisy or dirty, or in any other material way disturbing to the public health, safety, or welfare.

5.4 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), including those maintained electronically, and requested by City. Refusal to do so shall constitute a material breach of this contract and cause for cancellation of the Contract, and dismissal of any litigation.

5.5 Business Operations

- A. Hours of Operation: Unless otherwise directed by the City's Project Manager, the Contractor shall abide by the following schedule, and that all services required are provided between the hours of 7:00 AM and 5:00 PM local time. All work performed outside of these hours of operation must be approved in advanced by the City's Project Manager or his/her designee.
- B. Weather Conditions: Upon approval by or at the direction of the City's Project Manager or his/her designee, the Contractor shall cease operations of Services during inclement weather conditions, or other environmental conditions which may adversely affect the Contract Work or the health, safety, and welfare of the individual's working on the Project.
- C. Observed Holidays: The City observes New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day & Day After, and Christmas Eve & Day. No work shall be permitted on-site on those days without the express written consent of the City's Project Manager.

5.6 Public Safety and Convenience

In the Contractor's use of streets and public or private parking lots for the work to be done under these specifications, shall conform to all City, county, state and federal laws and regulations as applicable. The Contractor shall at all times conduct the Contract Services to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of Contract

Services, and to cause the least amount of inconvenience to the general public and the residents in the vicinity of the Contract Services. The Contractor shall ensure the protection of persons and property, in a manner satisfactory to the City's Project Manager or his/her designee. There shall be no obstruction of the public travel lanes between the hours of 7:00-9:00 am and 4:00-6:00 pm without approval of the City's Project Manager.

5.7 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 Contract Services 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, 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, which shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor. The City 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 Contractor.

Section 6. Termination

6.1 Termination for Convenience

The City or the Contractor may terminate this Contract upon thirty (30) day's written notice to the other party. In the event of any termination for convenience, the Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

6.2 Termination for Cause

The City may terminate this Contract for cause, as provided in this section, upon seven (7) days written notice whenever the City shall determine that the Contractor has failed to meet the performance requirement(s) of the Contract. If the Contractor is adjudged bankrupt or makes a general assignment for the benefit of his/her/its creditors, or if a receiver is appointed by a court of competent jurisdiction on account of Contractor's insolvency, or if Contractor fails to provide properly skilled personnel, or the proper Contract Services in the sole discretion of the City, then the City can, terminate this Contract, without prejudice to any other right or remedy.

Section 7. Project Managers

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 Engineer of Record or his/her designee, who is so designated to the Contractor.

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

Contact Name

Contact Number

Email Address

Section 8. 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 the City, its officials, employees and agents harmless from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees awarded by a court to an opposing party and such fees in the cost of defense, to the extent they may be 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. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor. Contractor shall separately obtain, maintain, and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 9. Insurance.

9.1. Requirements

Contractor shall procure and maintain insurance, in the amounts required in Section 4.5 of the Invitation to Bid. The City by and through its Risk Manager or City Attorney, 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 Financial Strength Rating (FSR) of at least A or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review a copy of Contractor's most recent annual report, or audited financial statement, or corporate tax return. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements.

9.2 Certificate of Insurance

The Contractor shall cause a Certificate of Insurance to be issued to the City, naming the "City of Stuart, Florida, its officials, employees and agents" as Named Insureds for all insurances pertaining. Such insurance must contain a provision for notification of the City 30 days in advance of any material change or cancellation. Certificates of all insurance required from the Contractor shall be attached to this Contract, made a part thereof, and shall be subject to the City's approval for adequacy.

Section 10. Miscellaneous

10.1 Venue in Martin County

Jurisdiction a 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.

10.2 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.

10.3 Attorney's Fees and Costs

In the event the event of a breach or default in the performance of any of the terms, covenants and conditions of this Contract, requiring a legal action to enforce the terms of the Contract, including without limitation, damages, specific performance, injunction, or any other legal action, the prevailing party shall be entitled to all 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.

10.4 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 fifteen (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.

10.5 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 unit prices and rates 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 documents 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.

10.6 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. If 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.

10.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under Section 768.20, Florida Statutes, as amended from time to time.

10.8 Parties to the Contract

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

10.9 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 party by either the City or the Contractor without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Contractor from employing such independent Contractors, associates and subcontractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

10.10 Other Entity Use

The Contractor may be requested to convey its proposal prices, contract terms and conditions, to other municipalities or other governmental agencies within the State of Florida, and such requests shall be reasonably honored by the Contractor.

10.11 Inspection

The Project will be inspected by the City's Engineer of Record and the Project Manager (if a separate Project Manager is so appointed) 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 final inspection on a definite date, at least two (2) calendar days thereafter, which shall be stated in such notice.

10.12 Rights and Benefits

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

10.13 Miscellaneous

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents 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 Contract.

10.14. Non-Appropriation

This Contract shall be deemed effective, and continuing, only to the extent of the annual appropriations available and made by the City Commission.

Section 11. Public Records

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

Note: In compliance with Section 119.12, Florida Statutes, 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 atcityclerk@ci.stuart.fl.us City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL 34994.

Furthermore, 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 F.S. [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 12. Scrutinized Companies List

Pursuant to Sections 287.135, 215.4725, and 215.473, Florida Statutes prohibiting agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria; Contractor hereby certifies that it does not contract for such goods or services in any amount whatsoever, at the time of submitting to this ITB; and agrees that it shall not contract for such goods or services through the term of this Contract, including any renewals or extensions.

By signature on this Contract, Contractor certifies and attests, under penalty of perjury, that firm is not on any list, engaged in any business operations, or participating in any activities as specified in this section. If firm is found to be in violation of this Section, the Contract shall be terminated; and submission of such a false certification may subject Contractor to civil penalties, attorney's fees, and costs.

Section 13. 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 - "Performance and Payment Bond"

Exhibit D- "Certificate of Insurance"

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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
CITY ATTORNEY

CONTRACTOR

(Signature)

Printed Name

Title

Letter of Transmittal



Date: 10/17/2024

Attention	PROCUREMENT
Re: SE LONITA STREET	DRAINAGE IMPROVEMENTS
Number:	ITB 2024-110

Attached xxx	Under Separate Cover Via: [Type Text Here] the following:		
Shop Drawings	Prints	Plans	Other:
Copy of Letter	Change Order	Samples	
Total Quantity	Reproducible	Specification	

These are transmitted as checked below

Comments:

Signature: _____

Mary Smith Auth Rep.



INVITATION TO BID

ITB 2024-110

CITY OF STUART SE LONITA STREET DRAINAGE IMPROVEMENT PROJECT

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

RELEASE DATE: September 7, 2024

DEADLINE FOR QUESTIONS: September 26, 2024

RESPONSE DEADLINE: October 17, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Stuart
INVITATION TO BID
City of Stuart SE Lonita Street Drainage Improvement Project

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

Attachments:

A - Davis Bacon Wage Requirements

B - SE Lonita Street Drainage Improvement Prj ARPA Requirements

C - GeoTech Report Lonita-Villas

D - 2067.11 - SE LONITA ST BID SET

1. Advertisement

CITY OF STUART

ITB 2024-110

City of Stuart SE Lonita Street Drainage Improvement Project

Advertisement

The City encourages E-Bidding through OpenGov Procurement at <https://procurement.opengov.com/portal/stuartfl>. City of Stuart SE Lonita Street Drainage Improvement Project will be received by the City of Stuart at the Procurement Office, 301 SE Ocean Blvd., Suite 204, Stuart, Florida, 34994, until Thursday, October 17, 2024 at 2:00 pm.

A Non-Mandatory pre bid meeting will be held at Annex Conference Room 300 SW Saint Lucie Blvd. Stuart, Florida 34994 at 11:00 am, Thursday, September 19, 2024.

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 "ITB 2024-110, City of Stuart SE Lonita Street Drainage Improvement Project. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened

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

Mail/Overnight/Hand Deliver Submittal Responses to:

Procurement Office

301 SE Ocean Blvd., Suite 204

Stuart, Florida 34994

Mark outside of envelope: ITB 2024-110, City of Stuart SE Lonita Street Drainage Improvement Project

Published: Saturday, September 7, 2024

2. Introduction

2.1. Summary

The project is in the City of Stuart, Florida (Latitude 27° 11' 14.92"N, Longitude 80° 15' 4.51"W) in the City of Stuart Poppleton Creek drainage basin. Stormwater runoff from a developed urban residential area currently discharges directly to Poppleton Creek with a CDS Baffle Box as treatment. This project proposes to construct stormwater infrastructure to treat runoff from a 15.04-acre drainage basin consisting of medium density residential development prior to discharge. The project will remove nutrients and sediment and provide stormwater retention and is important for the City of Stuart to continue progress towards meeting BMAP requirements for the St. Lucie River.

2.2. Background

The project will assist the City of Stuart in meeting TMDL requirements mandated by FDEP and will enable the City to continue progressing to meet removal goals for nitrogen and phosphorus as required in the St. Lucie River and Estuary BMAP. The project will continue an on-going successful effort to increase water quality treatment prior to discharging to the Estuary.

2.3. Contact Information

Project Contact:

Marc Rogolino
U&E Project Manager
121 SW Flagler Ave.
Stuart, FL 34994
Email: mrogolino@ci.stuart.fl.us
Phone: [\(772\) 221-4700](tel:(772)221-4700)

Procurement Contact:

Holly Vath
Interim Purchasing
121 SW Flagler Avenue
Stuart, FL 34994
Email: hvath@ci.stuart.fl.us
Phone: [\(772\) 288-5320](tel:(772)288-5320)

Department:

Public Works

2.4. Timeline

Release Project Date	September 7, 2024
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Pre-Proposal Meeting (Non-Mandatory)	September 19, 2024, 11:00am Annex Conference Room 300 SW Saint Lucie Blvd. Stuart, Florida 34994
Question Submission Deadline	September 26, 2024, 5:00pm
Proposal Submission Deadline	October 17, 2024, 2:00pm Team Meeting Meeting ID: 233 062 212 930 Passcode: 4RXBEs https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDc4MGZjMzAtMzQ0Ni00NDUzLTkxMWEtMzAyZWl4NzZjZDU2%40thread.v2/0?context=%7b%22Tid%22%3a%22432aac0a-825f-471b-87f3-1a9ab5913bec%22%2c%22Oid%22%3a%22ef2e9287-3f84-4562-8dab-28f60f890dda%22%7d Dial in by phone +1 872-242-8065,,78277231# United States, Chicago Find a local number Phone conference ID: 782 772 31#

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 2:00 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.

Holly Vath

Interim Purchasing

hvath@ci.stuart.fl.us

(772) 288-5320

3.3. Bid Opening

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

Microsoft Teams

Meeting ID: 233 062 212 930

Passcode: 4RXBEs

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDc4MGZiMzAtMzQ0Ni00NDUzLTkxMWEtMzAyZWl4NzZiZDU2%40thread.v2/0?co

[ntext=%7b%22id%22%3a%22432aac0a-825f-471b-87f3-1a9ab5913bec%22%2c%22oid%22%3a%22ef2e9287-3f84-4562-8dab-28f60f890dda%22%7d](#)

Dial in by phone

[+1 872-242-8065,,78277231#](#) United States, Chicago

[Find a local number](#)

Phone conference ID: 782 772 31#

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, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the e-procurement portal.

3.7. Addenda

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

3.8. Delivery

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

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

3.9. Right to Reject

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

3.10. Miscellaneous

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

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

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

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

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

Bids may be received up to but not later than Thursday, October 17, 2024 at 2:00 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: ITB 2024-110 "City of Stuart SE Lonita Street Drainage Improvement Project" The envelope shall also include the bidder's return address.

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

THE CITY MUST RECEIVE ALL BIDS BY

2:00 pm on Thursday, October 17, 2024

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 \$2,000,000
- 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 cityclerk@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, FL 34994 per F.S. 119.12.

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

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

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

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

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

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

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

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

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

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

4.10. Business Registration

Bidders seeking to do business with Martin County (that fall under the categories listed below) shall, before award of contract, be registered, or shall have applied for registration, with the Florida Department of State, Division of Corporations in accordance with the provisions of Chapter 607 and/or 620, Florida Statutes (<https://dos.myflorida.com/sunbiz/>): • Corporations [foreign or domestic]

- Limited Liability Companies (LLC)
- Non-profits

- **Partnerships**

Doing Business As [DBA] - If the Bidder's name stands apart from the owner's or partners' personal legal name, or the officially registered name of an LLC or corporation, the Bidder, before award of contract, shall be registered as a fictitious name with the Florida Division of Corporations in accordance with the provisions of Chapter 865, Florida Statutes. The above requirements are also applicable to all subcontractors proposed in the bid submittal.

4.11. Licenses

Bidders shall, at the time of submitting a bid in response to this solicitation, be licensed by the appropriate federal, state and local regulatory agencies as it relates to Bidders' profession or business. Bidder shall provide proof of certification and/or registration as a Contractor by the State of Florida applicable to the work required in the solicitation.

The above requirements are also applicable to all subcontractors proposed in the bid submittal.

4.12. 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.

4.13. 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.

4.14. 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.

4.15. 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.

4.16. 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.

4.17. 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.

4.18. 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.

4.19. Competency of Respondents

Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this ITB and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

4.20. Extra Work

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

- A. By such applicable unit prices, if any, as are set forth in the contract; or
- B. If no such unit prices are so set forth, then by a lump sum or other unit prices mutually agreed upon by the City and the Contractor; or
- C. If no such unit prices are so set forth in the contract and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed and the cost shall be determined as follows:
 - 1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon, to which shall be added an amount equal to 15 per cent of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.

2) For all materials used, the Contractor shall receive the actual cost of such materials delivered at the site and previously approved delivery point as established by original receipted bills. No percentage shall be added to this cost.

3) For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economic performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage shall be added to this sum.

4) The Contractor's profit shall be computed by taking 10% of the sum of Items 1 and 2. The total cost of performing this extra work shall be the sum of Items 1, 2, 3, and 4.

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

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

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

4.21. 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.

***If e-bidding, bidder shall upload a copy of the bond to OpenGov Procurement ([Procurement Portal \(opengov.com\)](https://procurement.portal.opengov.com)) and submit the original bid bond to City of Stuart, Attn: Purchasing Division, 301 SE Ocean Blvd., Suite 204 Stuart, Florida 34994 within three (3) calendar days of the bid opening. Failure to provide bid bond may deem the bid non-responsive.**

4.22. 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.

4.23. Permits

The Contractor is responsible for applying for and obtaining any and all required building, demolition or excavation permits required by any municipality or county having jurisdiction over the conduct of the

work being pursued (to include the City of Stuart and Martin County). The Contractor should take every precaution that he is aware of the cost of all required permit fees and should include those costs in his bid in the appropriate item. All City permits will be a no fee permit. **The City of Stuart has received a FDOT permit for Landscape, Irrigation and hardscape, however the construction is contingent on maintenance agreement approval from FDOT.**

4.24. 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.

4.25. 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. ARPA Terms and Conditions

5.1. ARPA Definitions

The term “Professional”, as used throughout this document shall mean the Professional, Provider, Consultant, SubProfessional, etc., as applicable with respect to the Contract or Agreement.

The term “Contract” as used throughout this document shall mean the underlying contract or agreement, as applicable.

5.2. Compliance with Applicable Law and Regulations

Professional provides services that the City may apply to the State of Florida or the federal government for funds which will be used to pay Professional or reimburse the City for payments made to Professional. This amendment is in accordance with Code of Federal Regulations Section 2 CFR 200. The City and Professional agree that with respect to any services or work performed or provided by, Consultant, Professional or its Subprofessional’s under the Contract arising from or related to the American Rescue Plan Act (ARPA), the provisions set forth in this amendment (including requirements of registering on SAM.gov) (collectively, the “2CRF 200 Requirements”) shall apply. The ARPA Requirements shall only modify the Contract upon the provision by Professional of work or services required as a result of utilizing funds given from American Rescue Plan Act. The terms and conditions of the Contract and the ARPA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the ARPA Requirements, the ARPA Requirements shall govern and prevail.

Compliance with Applicable Law and Regulations

- A. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- B. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – (Section 1352, Title 31, U.S. Code prohibits recipients of federal funds—whether grants, contracts, cooperative agreements—from using those funds to lobby to obtain, extend, or modify a federal award.) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress

in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- C. **Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708.** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- D. **Clean Air Act 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).** Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)
- E. **Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908,** must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- F. **All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.**
- G. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- H. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- I. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- J. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations

and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- K. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- L. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- M. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- N. Subpart C 200.116 Prohibition on certain telecommunications and video surveillance services or equipment.
 - 1. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications

equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
 3. See Public Law 115-232, section 889 for additional information.
 4. See also § 200.471.
- O. Domestic preferences for procurements
1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
 2. For purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- P. 200.321 Contracting with small and minority business, women's business enterprises, and labor surplus area firms.
 - 1. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - 2. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - e. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (2)(a) through (e) of this section.

6. Scope of Work

6.1. PURPOSE

This purpose of this bid is to solicit qualified underground utility & excavation contractors to construct stormwater infrastructure to treat runoff from a 15.04-acre drainage basin consisting of medium density residential development prior to discharge. The project will remove nutrients and sediment and provide stormwater retention and is important for the City of Stuart to continue progress towards meeting BMAP requirements for the St. Lucie River. Work shall include furnishing all labor, materials, and equipment to complete the work as specified and in accordance with the drawings, specifications, ARPA requirements and other contract documents.

6.2. 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.

6.3. 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 one hundred eighty (180) 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.

6.4. 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.

6.5. 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.

6.6. 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.

6.7. 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.

6.8. 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.

6.9. 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.

6.10. 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.

6.11. 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.

6.12. 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.

6.13. 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.

6.14. 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.

6.15. 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.

6.16. Scope of Work

City of Stuart SE Lonita St Drainage Improvement Project

The purpose of this bid is to solicit qualified underground utility & excavation contractors to submit bids for construction of the SE Lonita St Drainage Improvement Project. The project consists of installation of erosion control, vegetation removal, demolition, installation of new concrete drainage structures & piping and modification of concrete drainage structures, grading, concrete restoration, and asphalt roadway construction/restoration. Work shall include furnishing all labor, materials, and equipment to complete the work as specified and in accordance with the drawings, specifications, ARPA requirements and other contract documents.

7. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
GENERAL					
1	Mobilization/Demobilization/General Conditions/Project Signage	1	LS	20,000.00	20,000.00
2	Maintenance of Traffic	1	LS	10,000.00	10,000.00
3	Pre/Post Construction Video	1	LS	1,500.00	1,500.00
4	Construction Survey (Layout)	1	LS	10,000.00	10,000.00
5	Construction Survey (As-built)	1	LS	10,000.00	10,000.00
6	Silt Fence	670	LF	4.00	2,680.00
7	Landscaping Repair	1	ALLOW	1,000.00	1,000.00
8	NPDES Permitting	1	LS	500.00	500.00
9	Sod	300	SY	8.00	2,400.00
10	Dewatering	1	ALLOW	4,000.00	4,000.00
DRAINAGE / ROADWAY					
11	Open-Cut Asphalt	285	SY	18.00	5,130.00
12	Milling and Overlay Asphalt (1") (Includes re-striping)	1,120	SY	21.00	23,520.00
13	Replace Concrete Sidewalk (Includes ADA Mats)	18	SY	215.00	3,870.00
14	Remove and Replace Concrete Header Curb	340	LF	40.00	13,600.00
15	Repair Concrete Driveway	40	SY	90.00	3,600.00
16	Adjust Existing Structure	1	EA	1,000.00	1,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	Type 'C' Inlet	5	EA	4,500.00	22,500.00
19	15" Reinforced Concrete Pipe (RCP)	612	LF	90.00	55,080.00
20	Irrigation Repair	1	ALLOW	1,000.00	1,000.00
21	Adjust Single Post Sign	1	EA	500.00	500.00
TOTAL					191,880.00

DeMonte 10-17-24

8. Vendor Questionnaire

8.1. Proposal Checklist

Please download the below documents, complete, and upload.

- ✓ • [Checklist.pdf](#)

8.2. 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

8.3. 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

8.4. References Form*

Please download the below documents, complete, and upload.

- ✓ • [Refernces Form.pdf](#)

*Response required

8.5. Schedule of Subcontractors Participation *

Please download the below documents, complete, and upload.

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

*Response required

8.6. 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

8.7. Drug-Free Workplace Certification*

Please download the below documents, complete, and upload.

- ✓ • Drug Free Work Cert.pdf

*Response required

8.8. Public Entity Crimes*

Please download the below documents, complete, and upload.

- ✓ • Public Entitiy Crimes .pdf

*Response required

8.9. 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: MTS LAND & CATTLE, LLC

*Response required

8.10. 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: MTS LAND & CATTLE, LLC

*Response required

8.11. 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 **Confirmed**

8.12. Compliance with ARPA Terms and Conditions*

By entering into a contract with the City of Stuart, you are obligated to comply with all provisions of ARPA terms and conditions.

☒ Please confirm

*Response required

2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L20000015646

Entity Name: MTS LAND & CATTLE, LLC

Current Principal Place of Business:

5701 SW SUNSHINE FARMS WAY
PALM CITY, FL 34990

Current Mailing Address:

5701 SW SUNSHINE FARMS WAY
PALM CITY, FL 34990

FEI Number: 84-4421856

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MANCIL, DON R JR
5701 SW SUNSHINE FARMS WAY
PALM CITY, FL 34990 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MANCIL JR, DON R

02/23/2024

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title	MGR	Title	AUTHORIZED REPRESENTATIVE
Name	MANCIL, DON R JR	Name	SMITH, MYRA
Address	5701 SW SUNSHINE FARMS WAY	Address	5701 SW SUNSHINE FARMS WAY
City-State-Zip:	PALM CITY FL 34990	City-State-Zip:	PALM CITY FL 34990

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MANCIL , DON , R , JR.

MGR

02/23/2024

Electronic Signature of Signing Authorized Person(s) Detail

Date



Martin County Building Department

900 SE Ruhnke Street

Stuart, FL 34994

(772) 288-5482

Fax (772) 419-6935

MANCIL, DON RICHARD
MTS Land & Cattle LLC
7501 SW SUNSHINE FARMS WAY
PALM CITY, FL 34990

NOTICE TO ALL CONTRACTORS

PLEASE BE ADVISED THAT MARTIN COUNTY, FLORIDA SECTION 43.42 REQUIRES COMPLIANCE WITH THE FOLLOWING EXERPT FROM THE GENERAL ORDINANCES OF THE MARTIN COUNTY CODE:

PROHIBITED ACTIVITIES:

43.42 R Advertising contracting work in any advertisement to the public in a newspaper or telephone directory without including in the advertisement the number of the contractor license issued to the person or business being advertised.

43.42 S Operating any commercial vehicle in the course of conducting the practice of contracting that fails to display the contractor license number of the contractor.

If you have any questions relating to the information in this letter , please contact the Martin County Contractor's Licensing Division of the Martin County Building Department.



MARTIN COUNTY, FLORIDA Contractor's Licensing Certificate of Competency

MC - PAVING COMMERCIAL

License #:MCP02518

Expires: 07/01/2025

MANCIL, DON RICHARD
MTS Land & Cattle LLC
7501 SW SUNSHINE FARMS WAY
PALM CITY, FL 34990

4.11

MARTIN COUNTY BUSINESS TAX RECEIPT

2024 / 2025



EXPIRES: September 30, 2025

Account #: 20210774

Honorable Ruth Pietruszewski
Martin County Tax Collector

Location: 10790 SW CITRUS BLVD

Business Phone: 7722607334

NAICS Code: 238910

State License: CGC1518859

Business Description:

MISCELLANEOUS CONTRACTOR (GRADING OF LAND)

Business Name

MANCIL

Business DBA

Owner Name

MANCIL JR, DON

MANCIL JR, DON

5701 SW SUNSHINE FARMS WAY

PALM CITY, FL 34990

This receipt is a local business tax only. This receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

Paid Date 07/09/2024

Receipt Number

INT-23-00241188

Tax Amount	Transfer Fee	Penalty	Late Penalty	Collection Cost	Total Paid
26.25	0.00	0.00	0.00	0.00	26.25

Ruth Pietruszewski • Martin County Tax Collector

Website:
MartinTaxCollector.com

3485 SE Willoughby
Blvd. Stuart, FL 34994

Phone:
(772)288-5600

**To renew your Business Tax Receipt, visit our payment menu
at martintaxcollector.com.**

Contact our office by email at btdept@martintax.us if any of the following changes occur with your business:

- Business Name
- Ownership
- Physical Location
- Mailing Address
- Closing your Business

Dear Business Owner:

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of each succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent in the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment. A \$250 penalty will be applied 150 days from the initial notice, plus collection costs.

Annual account notices are mailed on July 1.

Regardless of amount due all receipts must be renewed or delinquent fees will apply.

Do you qualify for an exemption? Visit our website <https://martintaxcollector.com/local-business-tax/> for details on Business Tax Receipt Exemptions. An application is required.

If you have any questions please contact our office at btdept@martintax.us or (772)288-5600.

4.12

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

KNOWN ALL BY THESE PRESENTS, That we, MTS Land & Cattle, LLC,
as Principal, and Travelers Casualty and Surety Company of America, as Surety, are
held and firmly bound unto City of Stuart, as
Obligee, in the sum of Ten percent of Amount Bid
Dollars (10% of Bid) for the payment of which we bind ourselves, and our
successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a
contract for ITB 2024-110 City of Stuart SE Lonita Street Drainage Improvement Project
("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid,
and Principal enters into a contract with Obligee in conformance with the terms of the
bid and provides such bond or bonds as may be specified in the bidding or contract
documents, then this obligation shall be void; otherwise Principal and Surety will pay to
Obligee the difference between the amount of Principal's bid and the amount for which
Obligee shall in good faith contract with another person or entity to perform the work
covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed
the penal sum of this bond.

Signed this 17th day of October, 2024.

MTS Land & Cattle, LLC
(Principal)

By: Mya Smith, Auth. Rep.

Travelers Casualty and Surety Company of America

By: Clinton J. Diers

Clinton J. Diers

, Attorney-in-Fact



Tax State Casually and Surety Company of America
Hartford, CT 06183

BID BOND

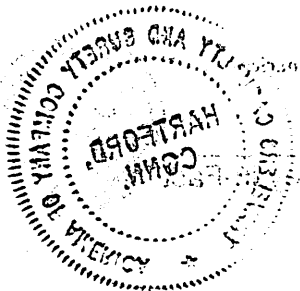
KNOWN ALL BY THESE PRESENTS That we, W. L. & C. Co., Inc.
as Principal, and Tax State Casually and Surety Company of America
as Surety, are
Obliged, in the sum of Twenty Five Thousand Dollars (\$25,000.00)
for the payment of which we are ourselves, and our
successors and assigns, jointly and severally, as provided herein.

WHEREAS Principal has submitted or is about to submit a bid to the Obligor in a
contract for Construction of a new building
(Project)

NOW, THEREFORE, the condition of this bond is that if Obligor accepts Principal's bid,
and Principal enters into a contract with Obligor in conformance with the terms of the
bid and provides such bond or bonds as may be specified in the bidding or contract
documents, then this obligation shall be void; otherwise Principal and Surety will pay to
Obligor the difference between the amount of Principal's bid and the amount for which
Obligor shall in good faith contract with another person or entity to perform the work
covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed
the penal sum of this bond.

Signed this 15th day of January, 1981.

W. L. & C. Co., Inc.
(Principal)





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **CLINTON J DIERS** of **MIAMI Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:

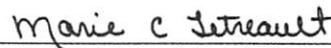

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

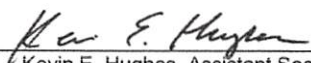
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th day of October, 2024



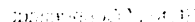

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

68330-0000

THESE RESULTS ARE NOT IN CONFLICT WITH THE CONCLUSIONS OF OTHER STUDIES. IN FACT, THEY ARE IN AGREEMENT WITH THE FINDINGS OF OTHER STUDIES THAT HAVE SHOWN THAT THE USE OF A SINGLE-ENDED SCALE IS MORE APPROPRIATE THAN THE USE OF A DOUBLE-ENDED SCALE IN THIS TYPE OF RESEARCH.

5492



• **Immunized to viral**

100 percent. And, for the purposes of this study, the results of the 1990 survey are used.

Amesbury 2. 10/1/1914

[illegible]

For a more detailed discussion of the various methods used in this study, see the Appendix. The data were analyzed using a series of statistical tests, including t-tests, ANOVAs, and regression analyses. The results of these tests are presented in the following sections.

[illegible]

1. **What is the purpose of the study?** The purpose of the study is to investigate the effect of the intervention on the outcome.

2. **What is the research design?** The research design is a randomized controlled trial.

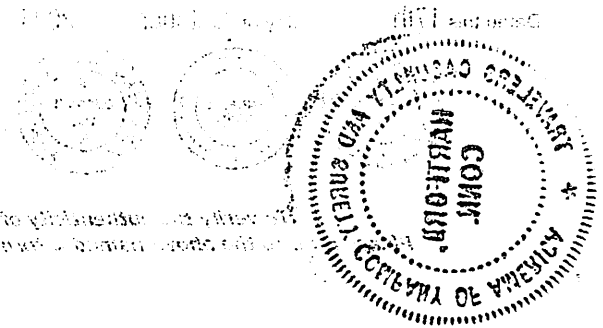
3. **What is the sample size?** The sample size is 100 participants.

4. **What is the intervention?** The intervention is the treatment group.

5. **What is the control group?** The control group is the comparison group.

6. **What is the outcome?** The outcome is the result of the study.

7. **What is the conclusion?** The conclusion is the final result of the study.

[illegible]



MTSLAND-01

SNELSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2024

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 Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	CONTACT NAME: Suzanne Nelson PHONE (A/C, No, Ext): (305) 722-2663 FAX (A/C, No): E-MAIL ADDRESS: snelson@acrisure.com														
INSURED MTS Land & Cattle LLC 5701 SW Sunshine Farms Way Palm City, FL 34990	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Kinsale Insurance Company</td><td>38920</td></tr><tr><td>INSURER B : Auto-Owners Insurance Company</td><td>18988</td></tr><tr><td>INSURER C : Bridgefield Casualty Insurance Company</td><td>10335</td></tr><tr><td>INSURER D : Southern-Owners Insurance Company</td><td>10190</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Kinsale Insurance Company	38920	INSURER B : Auto-Owners Insurance Company	18988	INSURER C : Bridgefield Casualty Insurance Company	10335	INSURER D : Southern-Owners Insurance Company	10190	INSURER E :		INSURER F :	
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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.																																																										
<table><tr><th>INSR LTR</th><th>TYPE OF INSURANCE</th><th>ADDL INSD</th><th>SUBR WVD</th><th>POLICY NUMBER</th><th>POLICY EFF (MM/DD/YYYY)</th><th>POLICY EXP (MM/DD/YYYY)</th><th>LIMITS</th></tr><tr><td>A</td><td>☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:</td><td>X</td><td>X</td><td>01002770980</td><td>1/5/2024</td><td>1/5/2025</td><td>EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000</td></tr><tr><td>B</td><td>☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY</td><td>X</td><td>X</td><td>5317559100</td><td>1/5/2024</td><td>1/5/2025</td><td>COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000</td></tr><tr><td></td><td>☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$</td><td></td><td></td><td></td><td></td><td></td><td>EACH OCCURRENCE \$ AGGREGATE \$</td></tr><tr><td>C</td><td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below</td><td>Y/N ☐</td><td>X</td><td>19653417</td><td>8/4/2024</td><td>8/4/2025</td><td>☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000</td></tr><tr><td>D</td><td>Equipment Floater</td><td></td><td></td><td>72412889</td><td>1/5/2024</td><td>1/5/2025</td><td>Leased/Rented 400,000</td></tr><tr><td>D</td><td>Equipment Floater</td><td></td><td></td><td>72412889</td><td>1/5/2024</td><td>1/5/2025</td><td>Scheduled Equip</td></tr></table>	INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	01002770980	1/5/2024	1/5/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	5317559100	1/5/2024	1/5/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000		☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	X	19653417	8/4/2024	8/4/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	D	Equipment Floater			72412889	1/5/2024	1/5/2025	Leased/Rented 400,000	D	Equipment Floater			72412889	1/5/2024	1/5/2025	Scheduled Equip		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: BID #TB 2024-110 / City of Stuart SE Lonita St Drainage Improvement project
Certificate holder is included as an additional insured for ongoing and completed operations per CG2010 1219 & CG2037 1219 on the General Liability per written contract and a designated insured on the Auto Liability to the extent provided per 58504 0115. General Liability & Auto are primary and non-contributory for the additional insureds when required by written contract. Waiver of subrogation applies to General Liability, Auto Liability and Workers Compensation as required by written contract. Cancellation applies as per policy terms and condition.

Certificate holder is expanded to read: City of Stuart its offices, board members, employees and agents.

CERTIFICATE HOLDER	CANCELLATION
City of Stuart 121 SW Flagler Avenue Stuart, FL 34994	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

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 ☐ N/A |
| 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: MTS LAND & CATTLE, LLC



City of
Stuart

SAFETY STANDARDS CERTIFICATION

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

Signed, Sealed and Witnessed in the Presence of:

DATE: October 16, 2024

FOR: MTS LAND & CATTLE, LLC

(Firm Name)

BY: [Signature]

(Signature)

Manager

(Title)

(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this 16 day of Oct., 2024.

known to me, or identified as [Signature]

in the City of Stuart, County of Martin, State of Florida.

Signed: [Signature] Notary Public

My Commission Expires: [Signature]



Myra Smith (Affix Seal)
Comm.: HH 475334
Expires: Mar. 24, 2028
Notary Public - State of Florida



REFERENCE FORM

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 REFERENCE

Company/Entity Name: FIRETHORN INC.			
Address 2500 VIRGINIA AVE, 2ND FLOOR			
City	FORT PIERCE	State	FL Zip Code 34981
Contact Name:	JAMES THOMAS	Title:	PRES
Phone No:	561-320-9812	Fax:	Email: JAMES@FIRETHRONBUILT.COM
Date of Service or Contract Period: 9/2022 TO CURRENT Location STATEWIDE			
Summary of Services Performed SITEWORK, PAVING, Governmental or Private PRIVATE			

#2 REFERENCES

Company/Entity Name: PIPELINE UTILITIES, INC			
Address 3610 FISCAL CT			
City	RIVIERA BEACH	State	FL Zip Code 33404
Contact Name:	RANDY TYO	Title:	VP
Phone No:	561-842-8833	Fax:	Email:
Date of Service or Contract Period: JUNE 2020-CURRENT Location PORT ST LUCIEFR			
Summary of Services Performed DIRTWORK, PAVING Governmental or Private PRIVATE			

#3 REFERENCES

Company/Entity Name: MARCELA CAMBLOR & ASSOCIATES			
Address 47 W OSCEOLA ST #203			
City	STUART	State	FL Zip Code 34994
Contact Name:	MARCELA CAMBLOR-CUTSAKIS	Title:	MGMR
Phone No:	772-708-1108	Fax:	Email: MARCELA@MARCELACAMBLOR.COM
Date of Service or Contract Period: FEB 2024 Location STUART			
Summary of Services Performed SITEWORK Governmental or Private			

Company Name MTS LAND & CATTLE, LLC



SCHEDULE OF SUBCONTRACTORS PARTICIPATION

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

Name of Subcontractor: SOUTHEAST SOD LLC

Contact Name: THOMAS SMITH

Address, City, State, Zip, Phone: 6054 SW 52ND TER, PALM CITY, FL 34990

Type of Work to be Performed: SOD SUPPLY & INSTALL

License No. BTR-23-00240930 Percentage of Work 1 %

Name of Subcontractor: DURASEAL OF THE TREASURE COAST INC.

Contact Name: OVID QUIRION (WES)

Address, City, State, Zip, Phone: 3526 SW DEGGELLER CT, PALM CITY, FL 34990

Type of Work to be Performed: STRIPING/SIGNAGE

License No. MCP01361 Percentage of Work 1 %

Name of Subcontractor: CHRISTIAN FENEX & ASSOCIATES, LLC

Contact Name: CHRIS FENEX

Address, City, State, Zip, Phone: 3401 SW 72ND AVE, PALM CITY, FL 34990

Type of Work to be Performed: SURVEYING

License No. _____ Percentage of Work 7 %

Company Name MTS LAND & CATTLE, LLC



SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA

by: Don R Mancil JR

(print individual's name and title)

for: MTS LAND & CATTLE, LLC

(print name of entity submitting sworn statement)

whose business address is: 5701 SW SUNSHINE FARMS WAY PALM CITY, FL 34990

and (if applicable) its Federal Employer Identification Number (FEIN) is: 84-4421856

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: ____-____-____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The



City of Stuart

term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- ☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature Don Mancil Jr.

Sworn to and subscribed before me this 16 day of Oct., 2024.

Personally known ☒ OR Produced Identification ☐

Myra Smith

Type of Identification Notary Public

Notary Public – State of Florida

My Commission Expires: _____

SEAL OR STAMP



Myra Smith
Comm.: HH 475334
Expires: Mar. 24, 2028
Notary Public - State of Florida

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Stuart for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

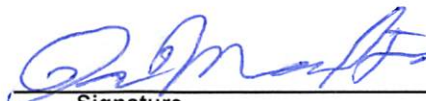
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Don R Mancil JR
(Individual's Name)

Of MTS LAND & CATTLE, LLC
(Name of Company)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

October 16, 2024
Date


Signature

**Public Entity Crimes Form
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

MTS LAND & CATTLE, LLC

Company Name



Signature

Don R Mancil JR

Name and title (Print or Type)

October 16, 2024

Date

ITB 2024-110

CITY OF STUART SE LONITA STREET DRAINAGE IMPROVEMENT PROJECT

ACKNOWLEDGMENT OF ADDENDUM

WE ACKNOWLEDGE THE RECEIPT OF THE FOLLOWING ADDENDUMS:

1. REVISED PLAN DATED 9/9/2024
2. REVISED PLAN DATED 9/19/024, RECEIVED 9/20/2024
3. REVISED BID PACKAGE WITH REVISED BID DATE (HURRICANE MILTON)

OCTOBER 17, 2024

A handwritten signature in blue ink, appearing to read "Don Mancil Jr.", is written over a horizontal line.

DON MANCIL JR, MGR

Preliminary Schedule

PreCon Video, Job set up, general paperwork	2 weeks
Shop Drawings	4 weeks
Approval of shop drawings	2 weeks
Demo/Clearing	1 week
Underground Storm Drainage	3 weeks
Milling/Prepping/Paving/Striping/Signage	2 weeks
Final cleanup	2 weeks
Punch List	1 weeks

EQUIPMENT LIST

SKID STEER LOADER

FRONT END LOADER

TRACKHOE

ASPHALT PAVER

ASPHALT ROLLER

TRAFFICE ROLLER

City of Stuart SE Lonita Street Drainage Improvement Project

Mts Land & Cattle LLC

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

Meeting Date: 11/12/2024

Prepared by: Joseph Tumminelli

Title of Item:

MOTOROLA LEASE FOR TEN (10) YEARS WITH CITY OF STUART FOR SIXTY-FIVE (65) N70S POLICE HANDHELD RADIOS (RC):

RESOLUTION No. 118-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR A TEN (10) YEAR TERM WITH CELLULAR COSTS FOR SIXTY-FIVE (65) N70S PUBLIC SAFETY HANDHELD POLICE RADIOS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

10-year lease agreement with Motorola for police radios

Funding Source:

City of Stuart Budget

Recommended Action:

Approve Resolution No. 118-2024

ATTACHMENTS:

1. R118-2024 Motorola Lease Agreement Resolution (2)
2. 118-2024 NTP Stuart PD Lease with Motorola
3. R118-2024 Stuart PD - N70 (65) Services
4. R118-2024 City of Stuart 8038G Tax Form Motorola
5. R118-2024 Finance Proposal with Motorola and City of Stuart
6. R118-2024 City of Stuart Lease Purchase Package with Motorola



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

RESOLUTION NUMBER 118-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR A TEN (10) YEAR TERM WITH CELLULAR COSTS FOR SIXTY-FIVE (65) N70S PUBLIC SAFETY HANDHELD POLICE RADIOS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City of Stuart Police Department is committed to maintaining public safety, law enforcement effectiveness, and the protection of the community through efficient and reliable communication systems; and

WHEREAS, communication is a critical component of police operations, and the availability of modern, dependable police radios ensures the seamless coordination of personnel, timely response to emergencies, and the safety of both officers and citizens; and

WHEREAS, Motorola Solutions, Inc. is a recognized leader in public safety communication technology, offering advanced radio systems that meet the high standards of reliability, durability, and functionality required by the City of Stuart Police Department; and

WHEREAS, the state of Florida has awarded a contract to Motorola Solutions, Inc. to take over the statewide law enforcement radio system, Martin County has set up its countywide system through Motorola Solutions, Inc., and

WHEREAS, the City of Stuart Police Department desires to enter into a 10-year Equipment Lease-Purchase Agreement with Motorola Solutions, Inc., via NASPO Cooperative Purchasing Master Agreement No. 00318, to provide enhanced radio communication technology, which is essential for the continued effectiveness and operational readiness of the police department.

Motorola Lease for ten (10) years with City of Stuart for sixty-five (65) N70s police handheld radios

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

SECTION 1: The City Commission hereby authorizes the Mayor, City Manager or the Chief of Police, to enter into, execute and deliver an Equipment Lease-Purchase Agreement between the City of Stuart and Motorola Solutions, Inc. for sixty-five (65) N70s public safety hand-held police radios with a ten (10) year term and a total pricing at \$507,384.54, in a substantially similar form as attached hereto and incorporated herein as Exhibit “A,” conditional upon review, edits, if any, and approval of the City Attorney.

SECTION 2: The Mayor, City Manager, or Police Chief are hereby authorized to take any and all actions necessary to implement the terms and conditions of the Equipment Lease-Purchase Agreement and accomplish the purposes set forth therein.

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

SECTION 4: If any Resolution(s) or part of any Resolution(s) is in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

SECTION 5: The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

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
CHRISTPHER COLLINS, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 12th day of November 2024.

Resolution No. 118-2024

Motorola Lease for ten (10) years with City of Stuart for sixty-five (65) N70s police handheld radios

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

Stuart Police Department
830 SE M.L.K. Jr Blvd
Stuart, FL 34994

10/25/24

To: Motorola Solutions, Inc. ("Motorola")
500 W. Monroe St.
Chicago, IL 60661

Re: Stuart PD Subscriber N70s

Contract Name / Number: NASPO 00318

Motorola Lease #: 25583

Proposal / Quote Ref & (required): Quote 2839550 dated 10/11/2024

This Notice to Proceed (NTP) serves as authorization for Motorola Solutions to place an order and invoice for the communication equipment and services as referenced on the Proposal / Quote for the purchase price of \$587,724.54. The Purchase will be paid with the disbursements from Motorola Lease Purchase Agreement in the amount of \$507,384.54. The balance of \$80,340.00 shall be paid as invoiced annually. The terms and conditions of the above referenced master contract and Motorola Lease Financing agreement will guide this purchase.

Title and Risk of Loss to Equipment shall pass to Customer upon shipment from Motorola. Unless otherwise agreed by the parties in writing, shipment will be made in a manner determined by Motorola. This NTP will take precedence with respect to conflicting or ambiguous terms.

Customer affirms they have signatory authority to execute this contract. The contract price is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

Unless otherwise agreed upon in writing, invoices will be billed based on equipment shipped, services rendered, and standard payment terms and milestones. Once billed, invoices shall be sent and emailed to the Customer at the following address: jtumminelli@ci.stuart.fl.us

The Equipment will be shipped to the Customer at the following address:
830 SE M.L.K. Jr Blvd, Stuart, FL 34994

The ultimate destination address (if different from the ship to above) where the Equipment will be delivered to Customer is:
830 SE M.L.K. Jr Blvd, Stuart, FL 34994

Customer may change shipment information by giving written or electronic notice to Motorola.

If you have any questions regarding this order, please feel free to contact me at 772-220-3909.

Sincerely yours,

By: _____
[Joseph Tumminelli - Chief of Police](#)

Quote Number: QUOTE-2839550

Billing Address:

STUART POLICE DEPT, CITY OF
830 MARTIN LUTHER KING JR BLVD
STUART FL, 34994

Quote Date: 2024-10-11**Expiration Date:** 2024-12-10**Contract Name:** 19860 - NASPO 00318**Quote Created By:**

Luke Tucker
ltucker@emciwireless.com

Customer: STUART POLICE DEPT, CITY OF**Contact Name:** Nick Briglia**Contact Email:** nbriglia@ci.stuart.fl.us**Contact Phone:** (772) 206-1300**Terms and Conditions:** none**Currency:** USD

Item Number	Description	Quantity	Term	Unit List Price	Ext. List Price	Unit Sale Price	Ext. Sale Price
APX™ N70							
H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE.	65		\$5,014.00	\$325,910.00	\$3,660.22	\$237,914.30
QA08824AA	ALT: 3.0" HOLSTER.	65		\$12.87	\$836.55	\$9.40	\$611.00
QA09016AA	ADD: LTE FOR VERIZON LTE SERVICE.	65		\$0.00	\$0.00	\$0.00	\$0.00
QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS.	65		\$0.00	\$0.00	\$0.00	\$0.00
QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION.	65		\$0.00	\$0.00	\$0.00	\$0.00
H499KC	ENH: SUBMERSIBLE (DELTA T).	65		\$0.00	\$0.00	\$0.00	\$0.00
QA03399AK	ADD: ENHANCED DATA.	65		\$0.00	\$0.00	\$0.00	\$0.00
BD00001AA	ADD: CORE BUNDLE.	65		\$3,106.00	\$201,890.00	\$2,267.38	\$147,379.70
BD00037AA	ADD: AUDIO BUNDLE.	65		\$268.00	\$17,420.00	\$195.64	\$12,716.60
Q387CB	ADD: MULTICAST VOTING SCAN.	65		\$0.00	\$0.00	\$0.00	\$0.00
BD00010AB	ADD: SECURITY BUNDLE.	65		\$1,147.00	\$74,555.00	\$837.31	\$54,425.15
QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION.	65		\$0.00	\$0.00	\$0.00	\$0.00
QA07680AA	ADD: MULTI SYSTEM OTAR.	65		\$0.00	\$0.00	\$0.00	\$0.00
H38DA	ADD: SMARTZONE OPERATION.	65		\$0.00	\$0.00	\$0.00	\$0.00
Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY.	65		\$0.00	\$0.00	\$0.00	\$0.00
Q806CH	ADD: ASTRO DIGITAL CAI OPERATION.	65		\$0.00	\$0.00	\$0.00	\$0.00

QA00580BA	ADD: TDMA OPERATION.	65		\$0.00	\$0.00	\$0.00	\$0.00
QA08676AA	ADD: ADAPTIVE SPEAKER VOLUME.	65		\$0.00	\$0.00	\$0.00	\$0.00
QA09001AM	ADD: WIFI CAPABILITY.	65		\$0.00	\$0.00	\$0.00	\$0.00
QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION.	65		\$0.00	\$0.00	\$0.00	\$0.00
QA09028AA	ADD: VIQI VC RADIO OPERATION.	65		\$0.00	\$0.00	\$0.00	\$0.00
H797DW	ENH: DVP-XL ENCRYPTION AND ADP.	65		\$0.00	\$0.00	\$0.00	\$0.00
Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP.	65		\$0.00	\$0.00	\$0.00	\$0.00
QA09113AA	ADD: BASELINE RELEASE SW.	65		\$0.00	\$0.00	\$0.00	\$0.00
Q361CD	ADD: P25 9600 BAUD TRUNKING.	65		\$0.00	\$0.00	\$0.00	\$0.00
LSV01S03061A	APX N70 DMS ESSENTIAL W ACC DMG.	65	1 YEAR	\$132.96	\$8,642.40	\$132.96	\$8,642.40
SSV01S01406A	SMARTCONNECT.	65	1 YEAR	\$144.00	\$9,360.00	\$144.00	\$9,360.00
LSV01S03082A	RADIOCENTRAL PROGRAMMING.	65	1 YEAR	\$32.04	\$2,082.60	\$32.04	\$2,082.60
Standalone Items							
PMPN4604A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US.	65		\$207.14	\$13,464.10	\$151.21	\$9,828.65
PMMN4142A	XVP730 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB, FOR APX N RADIOS.	65		\$486.00	\$31,590.00	\$354.78	\$23,060.70
PMNN4816A	BATT IMPRES 2 LIION IP68 3200T.	65		\$225.50	\$14,657.50	\$164.62	\$10,700.30
AN000418A01	ANTENNA, STUBBY,ANTENNA, STUBBY, 762-870 MHZ , 10CM, FERRULE.	65		\$40.00	\$2,600.00	\$29.20	\$1,898.00
PMLN8334A	CABLES-ADAPTER CABLES,GCAI MINI TO GCAI CABLE ADAPTER, FOR APX.	13		\$186.00	\$2,418.00	\$135.78	\$1,765.14

Net Total	\$520,384.54
Estimated Tax	\$0.00
Estimated Freight	\$0.00
Sub Total	\$520,384.54
Trade-In	-\$13,000.00
Total Quote	\$507,384.54

Recurring Services & Subscriptions

Description	Quantity	Unit Recurring Sale Price	Recurring Sale Price	Term	Ext. Sale Price
APX N70 DMS ESSENTIAL W ACC DMG	65	\$132.96	\$8,642.40	1 YEAR	\$8,642.40
SMARTCONNECT	65	\$144.00	\$9,360.00	1 YEAR	\$9,360.00
RADIOCENTRAL PROGRAMMING	65	\$32.04	\$2,082.60	1 YEAR	\$2,082.60

Form **8038-G**

(Rev. September 2018)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here ► ☐	
1 Issuer's name City of Stuart		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 121 SW Flagler Avenue	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Stuart, FL 34994		7 Date of issue 12/1/2024	
8 Name of issue Equipment Lease Purchase Agreement 25583		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	507,384 54
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ►	18	
19a	If bonds are TANs or RANs, check only box 19a		
b	If bonds are BANs, check only box 19b		
20	If bonds are in the form of a lease or installment sale, check box		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/1/2034	\$ 507,384.54	\$	10 years	4.96 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22	Proceeds used for accrued interest	22	
23	Issue price of entire issue (enter amount from line 21, column (b))	23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	
25	Proceeds used for credit enhancement	25	
26	Proceeds allocated to reasonably required reserve or replacement fund	26	
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	
29	Total (add lines 24 through 28)	29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a		
b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:			
b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____			
c Enter the EIN of the issuer of the master pool bond ▶ _____			
d Enter the name of the issuer of the master pool bond ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			☐
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			☐
41a If the issuer has identified a hedge, check here ☐ and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box			☐
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			☐
44 If the issuer has established written procedures to monitor the requirements of section 148, check box			☐
45a If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement			
b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____			

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Signature of issuer's authorized representative Date ▶ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶			
Firm's address ▶	Phone no.			

Form **8038-G** (Rev. 9-2018)



Date: October 18, 2024

Financing proposal for: **City of Stuart, FL**

Motorola Customer Financing recognizes that each opportunity presents unique issues and characteristics. Therefore, our approach involves understanding our customer's operational goals and financial objectives. **Should you feel another financing structure is required, Motorola Customer Financing would welcome the opportunity to work with you.**

Transaction Type: Municipal Lease-Purchase Agreement / Tax Exempt Financing

Lessor: Motorola Solutions, Inc. (or its Assignee)

Lessee: **City of Stuart, FL**

Amount: \$507,384.54

Down Payment: \$0.00

Balance to Finance: \$507,384.54

Equipment: As per the Motorola Solutions equipment proposal.

Title, Insurance, & Maintenance Title to the equipment will vest with the Lessee, and the Lessee will be responsible to insure & maintain the equipment as outlined in the lease contract.

Taxes: Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	<u>Option One</u>	<u>Option Two</u>	<u>Option Three</u>
Lease Term:	Five Years	Seven Years	Ten Years
Payment Frequency:	Annual	Annual	Annual
Lease Rate:	5.00%	4.97%	4.96%
Lease Factor:	0.230975	0.172632	0.129253
Lease Payment:	\$117,193.04	\$87,590.80	\$65,581.04
Payment Structure:	Arrears	Arrears	Arrears
Payment Commencement:	First payment due one year after contract execution.	First payment due one year after contract execution.	First payment due one year after contract execution.

Please be advised the rates above are indicative of current market conditions and should be used for INFORMATIONAL PURPOSES ONLY. The actual lease rates will be locked on a mutually agreed upon date closer to the actual order date and will reflect then-current market conditions.

Program Highlights: Lease Payments are subject to annual appropriation, so the Lessee **DOES NOT** pledge its full faith and credit.

Low, tax exempt financing interest rates...the most **cost effective & convenient** way for State & Locals to raise cash.

No pre-payment penalties provided payment is made in-full on a regularly scheduled lease payment date.

Eliminate miscellaneous financing costs associated with bonding...**NO** special counsel fees, underwriter's fees, origination costs, or reserve fund requirements. **Every dollar you borrow gets allocated towards your project.**

Qualifications: Receipt of a properly executed documentation package.
The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.
Receipt of a copy of the last 2 year's audited financial statements and current year's budget from the Lessee.
This proposal should not be construed as a commitment to finance. It is subject to final credit approval.

For questions concerning this quote, please contact: Sam Gainer
Motorola Solutions Credit Company LLC
201-605-7206
samuel.gainer1@motorolasolutions.com



October 29, 2024

CITY OF STUART, FL

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be lease purchased from Motorola Solutions Inc. The interest rate and payment streams outlined in Equipment Lease Purchase Agreement #25583 are valid for contracts that are executed and returned on or before **November 22, 2024**. After **11/22/24**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Once complete, a set with **ORIGINAL "wet" signatures** should be returned to me at the address below:

Motorola Solutions Credit Company LLC
Attn: Sam Gainer / 44th Floor
500 W. Monroe
Chicago, IL 60661

Should you have any questions, please contact me at 847-538-3707.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Sam Gainer

LESSEE FACT SHEET

Please help Motorola Solutions Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address CITY OF STUART, FL

Attention:

Phone:

2. Lessee County Location:

3. Federal Tax I.D. Number

4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department:

5. Equipment description that you would like to appear on your invoicing:

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address

E-mail:

Phone:

Fax:

7. Payment remit to address:

**Motorola Solutions Credit Company LLC
P.O. Box 71132
Chicago IL 60694-1132**

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25583

LESSEE:

CITY OF STUART, FL

121 SW Flagler Avenue

Stuart, FL 34994

LESSOR:

Motorola Solutions, Inc.

500 W. Monroe

Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment, software, upgrades of same, extended warranties and other support, and other personal property described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on the Commencement Date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. Lessee will seek funding each year as part of its budget process. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefore and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

Lessee's obligation to make Lease Payments and to pay any other amounts payable under this Lease constitutes a current obligation payable only to the extent permitted by law and exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Lessee has not pledged and will not pledge its full faith and credit or its taxing power to pay any Lease Payments or any other amounts under this Lease. Neither Lessor nor any Assignee (described below) may compel the levy of any ad valorem taxes by Lessee to pay Lease Payments or any other amounts under this Lease.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request)

whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessor may request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee. In the event that Lessee agrees to deliver the Equipment to Lessor, Lessee agrees to transfer title to and deliver possession of the Equipment in accordance with Section 17.1 of this Lease. In the event that Lessee does not return the Equipment to Lessor, Lessor may proceed by appropriate court action or actions, either at law or in equity, to recover damages.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or

become includible in gross income for Federal income taxation purposes under the Code; (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term; and (x) Lessee agrees that the Equipment shall be and remain personal property notwithstanding the manner in which the same may be attached or affixed to realty, and Lessee shall do all acts and enter into all agreements necessary to insure that the Equipment remains personal property.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be subject to the limitations set forth in Sections 2 and 5 hereof.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT. During the Lease Term, title to the Equipment will vest in Lessee and Lessor will have no security interest therein. Notwithstanding the obligations of Lessee to pay the Lease Payments, this Lease shall not result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment and Lessor shall have no right to involuntarily dispossess Lessee of the use and enjoyment of or title to the Equipment.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or

hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assignee as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assignee as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

15. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

16. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee; and (iii) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. If Lessor terminates this Lease and receives possession of the Equipment, Lessor may sell or lease the Equipment or sublease it for the account of Lessee. If the proceeds of such sale, lease or sublease are not sufficient to pay the balance of any Lease Payments or other amounts owed by Lessee under the Lease, Lessor may pursue such other remedies as are available at law or in equity to collect the balance of such Lease Payments or other amounts from Lessee's legally available funds. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

16.1. RETURN OF THE EQUIPMENT. In the event that Lessee determines to return the Equipment to Lessor or its Assignee pursuant to Section 5 or 17 hereof, Lessee agrees to transfer title to and deliver possession of the Equipment in the condition hereafter required by preparing and appropriately protecting the Equipment for shipment and, at Lessor's option, (i) surrendering the Equipment to Lessor at the Equipment Location specified in Schedule A hereto, or (ii) loading the Equipment on board such carrier as Lessor shall

specify and shipping the same, freight collect, to Lessor at the place designated by Lessor. In the event of any such delivery of the Equipment to Lessor, Lessee shall execute and deliver such documents as may reasonably be required to transfer title to and possession of the Equipment to Lessor, free and clear of all liens to which the Equipment has become subject.

Upon such delivery of the Equipment to Lessor, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee (reasonable wear and tear excepted), Lessee agrees, at its option, to: (a) repair or restore such Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) and, at its expense, promptly return such Equipment to Lessor (or to a location identified in a written notice to Lessee) or (b) pay to Lessor the actual cost of such repair, restoration and return.

There is no intent to create under any provision of this Lease a right in Lessor to involuntarily dispossess Lessee of the legal title to or the use of the Equipment. Lessor hereby irrevocably waives any right to specific performance of any covenant of Lessee to transfer legal title to and return possession of the Equipment.

17. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment Dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

17.1 PARTIAL PAYMENT/PURCHASE OPTION – GRANT FUNDING. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to make a partial payment against the Lease one time per calendar year at an amount no less than \$175,000.00 SO LONG AS SUCH PAYMENT IS BEING MADE FROM A FEDERAL GRANT FUNDING AWARD and upon Lessor's request, Lessee will provide Lessor certification of such. Application of said payment shall first be applied to accrued interest with the remainder going against the principal. Should Lessee make such payment, all remaining Lease Payments will be adjusted accordingly over the remainder of the Lease Term and Lessor shall provide to Lessee a revised Schedule B. Any reduction in outstanding principal can be viewed as the Lessee obtaining a greater equity position in the Lease subject to Lessor's rights pursuant to the other terms of this Lease.

18. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

19. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

20. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

21. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

22. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee and Lessor hereby waive any provision of law that prohibits or renders unenforceable any provision of this Lease in any respect.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

23. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 1st day of December, 2024.

LESSEE:
CITY OF STUART, FL

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____

By: _____

Print Name: _____

Title: _____

Title: Vice President & Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the CITY OF STUART, FL, an entity duly organized and existing under the laws of the **State of Florida**, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25583**, between CITY OF STUART, FL and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of CITY OF STUART, FL, hereto this

_____ day of _____, 2024.

By: _____

(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 25583 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for CITY OF STUART, FL

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 25583
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25583** ("Lease"), between MOTOROLA SOLUTIONS INC. ("Lessor") and CITY OF STUART, FL ("Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location: FL	

Initial Term: 120 Months Commencement Date: 12/1/2024
First Payment Due Date: 12/1/2025

10 consecutive annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Lessee: CITY OF STUART, FL

Schedule B (Lease #25583)

City of Stuart, FL

Compound Period: Annual

Nominal Annual Rate: 4.960%

	Event	Date	Amount	Number	Period	End Date
1	Loan	12/1/2024	\$507,384.54	1		
2	Payment	12/1/2025	\$65,581.04	10	Annual	12/1/2034

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	12/1/2024				\$507,384.54
1	12/1/2025	\$65,581.04	\$25,166.27	\$40,414.77	\$466,969.77
2	12/1/2026	\$65,581.04	\$23,161.70	\$42,419.34	\$424,550.43
3	12/1/2027	\$65,581.04	\$21,057.70	\$44,523.34	\$380,027.09
4	12/1/2028	\$65,581.04	\$18,849.34	\$46,731.70	\$333,295.39
5	12/1/2029	\$65,581.04	\$16,531.45	\$49,049.59	\$284,245.80
6	12/1/2030	\$65,581.04	\$14,098.59	\$51,482.45	\$232,763.35
7	12/1/2031	\$65,581.04	\$11,545.06	\$54,035.98	\$178,727.37
8	12/1/2032	\$65,581.04	\$8,864.88	\$56,716.16	\$122,011.21
9	12/1/2033	\$65,581.04	\$6,051.76	\$59,529.28	\$62,481.93
10	12/1/2034	\$65,581.04	\$3,099.11	\$62,481.93	\$0.00
Grand Totals		\$655,810.40	\$148,425.86	\$507,384.54	

INITIAL INSURANCE REQUIREMENT: \$507,384.54

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25583** to that Equipment Lease Purchase Agreement number **25583** will be maintained by **CITY OF STUART, FL** as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25583**, **CITY OF STUART, FL**, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 25583 to that Equipment Lease Purchase Agreement number 25583. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25583 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
500 W Monroe
Chicago, IL 60661

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS (# 25583)

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, **please address the following questions** by completing this form or by sending a separate letter:

- 1.** What is the specific use of the equipment?
- 2.** Why is the equipment essential to the operation of **CITY OF STUART, FL**?
- 3.** Does the equipment replace existing equipment?

If so, why is the replacement being made?

- 4.** Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

- 5.** What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

☐ General Fund

- Have dollars already been appropriated for the Lease Payment? Yes -or- No

- If yes, for what fiscal year(s) have appropriations been made? _____

☐ Combination of Federal Grant funding supplemented by General Revenues

- What fiscal year(s) is expected to be funded via federal grants: _____

- What fiscal year(s) is expected to be funded via general revenues: _____

- Have these general revenues already been appropriated for the Lease Payment(s)? Yes -or- No

☐ Other (please describe): _____

CERTIFIED LESSEE RESOLUTION (Lease# 25583)

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) ***held on or before the execution date of the Lease***, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between CITY OF STUART, FL (Lessee) and Motorola Solutions, Inc. (Lessor).
2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Bank Qualified Statement (Lease# 25583)

LESSEE CERTIFIES THAT IT (circle one) HAS or HAS NOT

DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below (“Equipment”) and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25583

Lease Schedule A No. : 25583

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 25583. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF STUART, FL

By: _____

Date: _____

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 11/12/2024

Prepared by: Ben Hogarth

Title of Item:

DEAUTHORIZING PACE PROGRAM AND PROGRAM ADMINISTRATORS IN THE CITY OF STUART (RC):

RESOLUTION No. 117-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REPEALING RESOLUTION NUMBER 132-2020 AND DEAUTHORIZING PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS WITHIN THE CORPORATE LIMITS OF THE CITY OF STUART; TERMINATING AGREEMENTS WITH THE FLORIDA GREEN FINANCE AUTHORITY, THE FLORIDA RESILIENCY AND ENERGY DISTRICT, THE FLORIDA PACE FUNDING AGENCY, AND THE GREEN CORRIDOR PACE DISTRICT PURSUANT TO THE PROVISIONS OF CHAPTER 2024-273, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Florida's "Property Assessed Clean Energy" (PACE) program was established by the state legislature in 2010, which authorized local governments to help fund property owners for qualifying (home or business) improvements and to establish financing agreements for the repayment of such costs through non-ad valorem (special) property tax assessments. Qualifying improvements generally include such things as funding to enhance energy conservation and efficiency improvements, such as energy-efficient HVAC systems, replacement of windows, electric vehicle charging equipment, and efficient lighting equipment; renewable energy improvements utilizing hydrogen, solar, geothermal, and wind energy; and wind resistance improvements such as wind-resistant shingles, gable-end bracing, storm shutters, and opening protections. Although local governments authorize and facilitate such improvements through the annual tax rolls, PACE programs in Florida typically operate in partnership with one or more third-party PACE administrator(s). The administrators the City currently has agreements with include: The Florida Green Finance Authority, The Florida Resiliency and Energy District, The Florida Pace Funding Agency, and the Green Corridor PACE District.

Initially, PACE was established to assist homeowners and business owners who may not qualify or cannot qualify for additional lending, to make critical improvements to their properties by guaranteed lending through a special assessment of their properties. This lending would include between 6-8% interest and was backed by the local jurisdiction on the tax bill. However, because the PACE program was levied against the property as a special assessment, it did not initially fall within the federal "Truth in Lending Act" (TILA) provisions including consumer protections that are normally afforded to traditional bank and credit loans. As a result, numerous instances of homeowners agreeing to PACE lending terms without an understanding of how the program was assessed against their annual ad-valorem (property tax) caused some homeowners to slip into default and a lien was placed on their property - threatening the homeowner with potential foreclosure. These notification and disclosure failures have created a series of court cases currently playing out in state courts.

With ongoing litigation elevating statewide concern about PACE shortcomings and lack of accountability for PACE program administration, the state legislature recently passed a reform bill (Senate Bill 770) during the 2024 Legislative Session. SB 770 was adopted into law officially on July 1st of this year and brings a host of consumer protection and reporting requirements for the PACE program. The bill also required existing PACE program administrators to confer with their local government jurisdiction to gain

approval (reauthorization) to continue operating in the municipality. Additionally, the state legislature satisfied an ongoing (constitutional) challenge regarding a local government's "home rule" authority to authorize or deauthorize PACE programs as they pertain to their own ad-valorem tax administration each year. In the new law (Ch. 2024-273, Florida Statutes), local governments may now deauthorize PACE programs and program administrators by repealing an existing ordinance or resolution of the governing body in a public hearing. The City of Stuart PACE program administrators were authorized by one such Resolution (No. 132-2020) in 2020, which included the execution of four (4) separate agreements with each administering agency.

On October 14, 2020, the City Manager received a letter from the Florida Green Finance Authority requesting the city reauthorize the PACE program administration first authorized in the 2020 administrator agreements adopted in Resolution No. 132-2020, and to satisfy compliance requirements from SB 770.

The City Manager requested staff assess the PACE program, including contractor compliance concerns, and provide a draft resolution (for or against) for the City Commission to consider at the November 12, 2024 regular commission meeting. In its due diligence, staff recognized that while Senate Bill 770 provided considerable consumer protection and notification reforms noticeably absent for more than a decade of PACE program administration, the City could not possibly verify the integrity of such lending or the administration of contractor compliance without substantial investment into auditing each contract.

For the city, auditing and assisting with contractor compliance and program administration would be an infeasible ask, and ultimately prove cost prohibitive. As a result of this analysis, staff recommends that the PACE program administrators be deauthorized to operate within the corporate limits of the city by the repeal of the original authorizing Resolution No. 132-2020 pursuant to Florida Statutes.

Because of the concerns described above, staff recommends reauthorizing the program to avoid circumstances where a resident unwittingly places themselves in a financial predicament that causes them to lose their home.

Funding Source:

There is no expense to the City

Recommended Action:

Motion Approval Resolution No. 117-2024 and repeal of Resolution No. 132-2020.

ATTACHMENTS:

1. R117-2024 Repealing Resolution Number 132-2020 to deauthorize PACE program in City of Stuart
2. Res. 132-2020 and PACE Admin Agreements



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

RESOLUTION NUMBER 117-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REPEALING RESOLUTION NUMBER 132-2020 AND DEAUTHORIZING PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS WITHIN THE CORPORATE LIMITS OF THE CITY OF STUART; TERMINATING AGREEMENTS WITH THE FLORIDA GREEN FINANCE AUTHORITY, THE FLORIDA RESILIENCY AND ENERGY DISTRICT, THE FLORIDA PACE FUNDING AGENCY, AND THE GREEN CORRIDOR PACE DISTRICT PURSUANT TO THE PROVISIONS OF CHAPTER 2024-273, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Section 163.08, Florida Statutes (the "Supplemental Act"), authorizes counties, municipalities and certain separate local governments ("Local Government") entities to establish and administer financing programs pursuant to which owners of real property may obtain funding for energy conservation and efficiency, renewable energy and wind resistance improvements (as referred to therein, the "Qualifying Improvements"), and repay such funding through voluntary special assessments, sometimes referred to as non-ad valorem assessments ("Special Assessments"), levied upon the improved property pursuant to financing agreements between the property owner thereof and a local government (the "Financing Agreements"); and

WHEREAS, the Florida Green Finance Authority, the Florida Resiliency and Energy District, the Florida PACE Funding Agency and the Green Corridor PACE District, (individually the “Agency”, collectively the “Agencies”) are currently four (4) separate legal entities and units of local government within the State of Florida which were established by separate interlocal agreements for the express purpose of providing a scalable platform to facilitate the financing of Qualifying Improvements throughout Florida; and

WHEREAS, the City of Stuart adopted Resolution No. 132-2020 to permit Property Assessed Clean Energy (PACE) Programs within the corporate limits of the City of Stuart with the intent to help property owners access cost-effective financing for energy-saving or wind-resistance property improvements when existing financing options may be insufficient; and

WHEREAS, because the PACE program is paid through a tax assessment against the property of the homeowner or business owner, historically the program has not been required to provide the same “Truth in Lending Act” (TILA) consumer disclosures and reporting that protect consumers from potentially harmful loans; and

WHEREAS, growing legal challenges in the state have raised concerns among local governments that homeowners may unknowingly commit themselves to PACE lending they cannot afford, which could result in a lien or foreclosure on their home; and

WHEREAS, the Florida Legislature adopted Senate Bill 770 during the 2024 Legislative Session to reform PACE laws and enshrine consumer safeguards to protect unwitting homeowners from agreeing to PACE program lending they may be unable to reliably repay; and

WHEREAS, Senate Bill 770 was codified within Florida Statutes Ch. 2024-273, and prohibits the operation of a PACE program within the jurisdiction of a local government unless that municipal government has authorized the program by ordinance or resolution; and

WHEREAS, pursuant to Section 163.083, Florida Statutes, which were codified in the new law, a municipality like the city must establish a process, or approve a process established by a PACE program administrator to register contractors for participation in the program authorized by the municipality; and

WHEREAS, the new law further permits local governments to deauthorize a PACE program administrator through repeal of a resolution or ordinance which was adopted pursuant to the original Supplemental Act; and

WHEREAS, in its due diligence and analysis, the City of Stuart has determined that it is infeasible for the city to verify and assist in the administration of the PACE program within its corporate limits to the extent it can guarantee contractor compliance with new consumer protection laws and policies by the program administrators to the satisfaction of the city; and

WHEREAS, the City Commission of the City of Stuart hereby repeals Resolution No. 132-2020 in order to deauthorize certain PACE program administrators within the city pursuant to Chapter 2024-273, Florida Statutes.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The forgoing recitals are incorporated in this Resolution as if fully set forth herein and are approved and adopted. The City Commission has complied with all requirements and procedures of Florida law in processing and noticing this Resolution.

SECTION 2. REPEAL OF RESOLUTION. Resolution Number 132-2020 previously adopted by the City Commission is hereby repealed.

SECTION 3. DEAUTHORIZATION OF PACE PROGRAMS. Pursuant to Chapter 2024-273, Florida Statutes, the City Commission hereby deauthorizes PACE program administrators within the corporate limits of the city including the availability of PACE programs for residential and non-residential properties within the City Limits of the City of Stuart.

SECTION 4. TERMINATION OF AGREEMENTS. The City of Stuart Commission hereby terminates the agreements with the following PACE program administrators previously authorized in Resolution No. 132-2020:

1. Florida Green Finance Authority.
2. Florida Resiliency and Energy District.
3. Florida PACE Funding Agency.
4. Green Corridor PACE District.

SECTION 5. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as he/she may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City of Stuart employees as deemed effectual and prudent.

SECTION 6. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 7. CONFLICTS. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. SEVERABILITY. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 9. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and 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, VICE MAYOR
CHRISTOPHER COLLINS, COMMISSIONER
LAURA GIOBBI, COMMISSIONER
SEAN REED, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

Resolution No. 117-2024

Repealing Resolution No. 132-2020 to deauthorize the PACE program in the City of Stuart

ADOPTED this ____ day of _____, 2024.

ATTEST:

MARY R. KINDEL
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY



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

RESOLUTION NUMBER 132-2020

A RESOLUTION OF THE CITY OF STUART, FLORIDA, PERMITTING PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS WITHIN THE CORPORATE LIMITS OF THE CITY OF STUART; APPROVING AGREEMENTS WITH THE FLORIDA GREEN FINANCE AUTHORITY, THE FLORIDA RESILIENCY AND ENERGY DISTRICT AND THE FLORIDA PACE FUNDING AGENCY AND THE GREEN CORRIDOR PACE DISTRICT; UTILIZING VOLUNTARY NON-AD VALOREM ASSESSMENTS TO FINANCE QUALIFYING IMPROVEMENTS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE SAID AGREEMENTS; AND PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, SCRIVENER'S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Section 163.08, *Florida Statutes* (the "Supplemental Act"), authorizes counties, municipalities and certain separate local governments ("Local Government") entities to establish and administer financing programs pursuant to which owners of real property may obtain funding for energy conservation and efficiency, renewable energy and wind resistance improvements (as referred to therein, the "Qualifying Improvements"), and repay such funding through voluntary special assessments, sometimes referred to as non-ad valorem assessments ("Special Assessments"), levied upon the improved property pursuant to financing agreements between the property owner thereof and a local government (the "Financing Agreements"); and

WHEREAS, the Florida Green Finance Authority, the Green Corridor PACE District, the Florida Resiliency and Energy District and the Florida PACE Funding Agency (individually the "Agency", collectively the "Agencies") are currently four (4) separate legal entities and units of local government within the State of Florida which were established by separate interlocal agreements for the express purpose of providing a scalable platform to facilitate the financing of Qualifying Improvements throughout Florida; and

WHEREAS, pursuant to the Supplemental Act or as otherwise provided by law, local governments may enter into agreements with other local governments for the purpose of providing and financing Qualifying Improvements; and

WHEREAS, the installation of Qualifying Improvements may increase energy efficiency and improve the wind resistance of existing structures within the City of Stuart, thereby reducing the burdens from fossil fuel energy production, increase resiliency against inclement weather events and contributing to the local economy by cost savings to property owners, enhancing property values and increasing job opportunities; and

WHEREAS, existing financing options may be insufficient for property owners to access cost-effective financing for energy-saving or wind-resistance property improvements due to requirements associated with traditional debt or equity financing options; and

WHEREAS, the Agencies have created a turn-key solution for the financing, levy and collection process to implement PACE Programs without cost to or assumption of liability by, or demand upon the credit of the City of Stuart; and

WHEREAS, the City of Stuart is presently without adequate, currently available and recurring funds to establish a program similar to the Agencies programs and recognizes that initiation of its own program requires a commitment of significant time, staffing and monetary resources derived from all taxpayers; however as an alternative or supplement to any other program or approach chosen by the City of Stuart, the City of Stuart can concurrently authorize and approve a non-exclusive arrangement with each Agency to make funding for Qualified Improvements immediately available to support property owners and the local economy; and

WHEREAS, the City of Stuart Commission deems this Resolution to be in the best interest of the citizens and businesses of the City of Stuart to authorize the appropriate the City of Stuart official(s) to execute agreements with the Agencies in an effort to provide an alternative, supplemental and nonexclusive means to achieve, inter alia, immediate and careful local economic development, commerce and job creation, as well compelling state interest and public purposes described in the Supplemental Act.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City Commission hereby adopts and incorporates into this Resolution the City staff report and the City Commission agenda memorandum relating to this Resolution. The forgoing recitals are incorporated in this Resolution as if fully set forth herein and are approved and adopted. The City Commission has complied with all requirements and procedures of Florida law in processing and noticing this Resolution.

SECTION 2. PERMITTING OF PACE PROGRAMS. The City Commission hereby authorizes the availability of PACE programs for residential and non-residential properties within the City Limits of the City of Stuart. Except as required or prohibited by Florida Statute, non-residential property financings:

- (a). may be subject to a prepayment premium or other similar structures;
- (b). may include a drawdown schedule during construction financing;

- (c). may include existing and new construction; and
- (d). will not be subject to residential PACE consumer protection standards that may be adopted by the jurisdiction.

SECTION 3. APPROVAL OF AGREEMENTS; AUTHORIZATION TO EXECUTE, ETC.

- (a). The City of Stuart Commission approves the following agreements:
 - (1). Florida Green Finance Authority attached hereto and incorporated herein as Exhibit "A".
 - (2). Florida PACE Funding Agency attached hereto and incorporated herein as Exhibit "B".
 - (3). Florida Resiliency Energy District attached hereto and incorporated herein as Exhibit "C".
 - (4). Green Corridor PACE District attached hereto and incorporated herein as Exhibit "D".
- (b). The City Commission hereby authorizes the City Manager or Designee to execute the aforementioned agreements.

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as he/she may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City of Stuart employees as deemed effectual and prudent.

SECTION 5. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. CONFLICTS. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. SEVERABILITY. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

Resolution No. 132-2020
Authorization Permitting PACE Programs

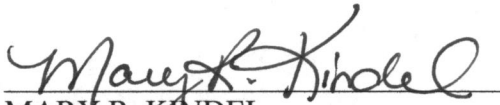
Commissioner MCDONALD offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner MATHESON and upon being put to a roll call vote, the vote was as follows:

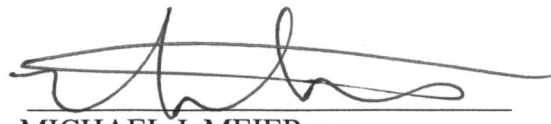
MICHAEL J. MEIER, MAYOR
EULA R. CLARKE, VICE MAYOR
MERRITT MATHESON, COMMISSIONER
REBECCA S. BRUNER, COMMISSIONER
TROY MCDONALD, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 9th day of November, 2020.

ATTEST:


MARY R. KINDEL
CITY CLERK


MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY



**Party Membership Agreement
To The Florida Green Finance Authority**

WHEREAS, Section 163.01, F.S., the “Florida Interlocal Cooperation Act of 1969,” authorizes local government units to enter into interlocal agreements for their mutual benefit; and

WHEREAS, the Town of Lantana, Florida, a Florida municipal corporation ("Lantana") and the Town of Mangonia Park, Florida, a Florida municipal corporation, ("Mangonia Park") entered into an Interlocal Agreement, dated June 11, 2012, first amended on August 11, 2014 and second amended on April 7, 2016 with document execution May 9, 2016 (the “Interlocal Agreement”), establishing the Florida Green Finance Authority as a means of implementing and financing a qualifying improvements program for energy and water conservation and efficiency, renewable energy and wind-resistance improvements, and to provide additional services consistent with law; and

WHEREAS, the City of Stuart desires to become a member of the Florida Green Finance Authority in order to facilitate the financing of qualifying improvements for properties located within the City of Stuart.

NOW, THEREFORE, it is agreed as follows:

1. The Interlocal Agreement between the Florida Green Finance Authority, the Town of Lantana and the Town of Mangonia Park, entered into on June 11, 2012 and as amended on August 11, 2014 and April 7, 2016 with document execution May 9, 2016 (the “Interlocal Agreement”), for the purpose of facilitating the financing of qualifying improvements for properties located within the Authority’s jurisdiction via the levy and collection of voluntary non-ad valorem assessments on improved property, is hereby supplemented and amended on the date last signed below by this Party Membership Agreement, which is hereby fully incorporated into the Interlocal Agreement, to include the City of Stuart.
2. The Florida Green Finance Authority, together with its member Parties, and the City of Stuart, with the intent to be bound thereto, hereby agree that the City of Stuart shall become a Party to the Interlocal Agreement together with all of the rights and obligations of Parties to the Interlocal Agreement.
3. The Service Area of the Florida Green Finance Authority shall include the legal boundaries of the City of Stuart, as the same may be more specifically designated by the City of Stuart or amended from time to time.
4. The City of Stuart designates the following as the respective place for any notices to be given pursuant to the Interlocal Agreement Section 27:

City of Stuart:	David Dyess, City Manager 121 SW Flagler Avenue Stuart, FL 34994
-----------------	--

With a copy to:	Michael J. Mortell, Esq., City Attorney 121 SW Flagler Avenue Stuart, FL 34994
-----------------	--

5. This Party Membership Agreement shall be recorded by the Authority with the Clerk of the Court in the Public Records of Palm Beach County as an amendment to the Interlocal Agreement and recorded in the public records of the City of Stuart, in accordance with Section 163.01(11), Florida Statutes.

6. Termination of this Party Membership Agreement may occur with 90 days written notice, and at the end of the 90-day period, this Party Membership Agreement shall be automatically terminated and the Authority will not accept any new applications. Any projects related to applications received before the end of the 90-day period shall be permitted to be completed.

7. All capitalized terms used but not defined herein shall have the respective meanings prescribed to them in the Interlocal Agreement. If there is a conflict between the terms of this Party Membership Agreement and the Interlocal Agreement, the terms of this Party Membership Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto subscribe their names to this Interlocal Agreement by their duly authorized officers on the dates set forth below.

ATTEST:

Florida Green Finance Authority, a separate legal entity established pursuant to Section 163.01(7), Florida Statutes

By: [Signature]
Secretary of the Authority

By: [Signature] ON BEHALF OF
Chair of the Authority

Approved by Authority Attorney
as to form and legal sufficiency

By: [Signature]
Authority Attorney

ATTEST:

City of Stuart, through its
City Commission

[Signature]
Mary Kindel, City Clerk
Clerk of the City Commission of the
City of Stuart

By: [Signature]
Chair

{SEAL}



4th day of December, 2020.

Approved as to form and legal sufficiency

By: [Signature]
Michael J. Mortell, Esq.
City Attorney
121 SW Flagler Avenue
Stuart, FL 34994

This instrument was prepared by or under the supervision of (and after recording should be returned to):

Joseph P. Stanton
Nelson Mullins, Broad and Cassel
Bank of America Center
390 North Orange Avenue
Suite 1400
Orlando, FL 32801-4961

(SPACE reserved for Clerk of Court)

LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT BETWEEN THE FLORIDA RESILIENCY AND ENERGY DISTRICT AND CITY OF STUART

This Limited Purpose Party Membership Agreement (the "Agreement") is entered into this 9th day of November, 2020 by and between the **FLORIDA RESILIENCY AND ENERGY DISTRICT ("FRED")**, a public body corporate and politic created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, and City of Stuart, a political subdivision of the State of Florida (the "City of Stuart") (collectively, the "Parties") for the purpose of providing a Property Assessed Clean Energy ("PACE") program within the legal boundaries of the City of Stuart.

WITNESSETH

WHEREAS, pursuant to Section 163.08(1), Florida Statutes, the legislature determined that access to financing for certain renewable energy, energy efficiency and conservation and wind resistance improvements ("Qualifying Improvements") through voluntary assessment programs such as the PACE program provides a special benefit to real property by alleviating the property's burden from energy consumption and/or reducing the property's burden from potential wind damage; and

WHEREAS, in order to make such Qualifying Improvements more affordable and assist property owners who wish to undertake such improvements, the legislature also determined that there is a compelling state interest in enabling property owners to voluntarily finance such Qualifying Improvements with the assistance of local governments, through the execution of financing agreements and the related imposition of voluntary, non-ad valorem special assessments; and

WHEREAS, an Interlocal Agreement, dated September 6, 2016, as amended and supplemented from time to time (the "Interlocal Agreement") was entered into between the Town of Lake Clarke Shores, the City of Fernandina Beach, and any subsequent parties thereto (the "Public Agencies") and, in the limited capacity described therein, the Florida Development Finance Corporation ("FDFC" and, together with the Public Agencies, the "Parties"), for the purpose of facilitating the financing of Qualifying Improvements for properties located within FRED's aggregate legal boundaries via the levy and collection of voluntary non-ad valorem special assessments on improved property; and

WHEREAS, the **City of Stuart** agrees with such legislative determinations and finds that the financing of Qualifying Improvements through the PACE program provides a special benefit to participating real property within its legal boundaries; and

WHEREAS, the Parties to this Agreement desire to supplement the Interlocal Agreement to include the City of Stuart as a Limited Member, as such term is defined in the Interlocal Agreement, on the date last signed below.

NOW, THEREFORE, in consideration of the above recitals, terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

SECTION 1. DEFINITIONS. Any capitalized terms used in this Agreement, but not otherwise defined herein, shall have the meaning specified for such term in the Interlocal Agreement.

SECTION 2. PURPOSE. The purpose of this Agreement is to facilitate the financing of Qualifying Improvements through a PACE program, in accordance with Section 163.08, Florida Statutes, and provide an efficient process for real property owners within the legal boundaries of the City of Stuart to access the PACE program and permit FRED to administer the PACE program within such legal boundaries.

SECTION 3. RIGHTS OF PARTIES. FRED, together with its member Parties, and the City of Stuart, with the intent to be bound thereto, hereby agree that the City of Stuart shall become a Party to the Interlocal Agreement together with only those rights and obligations of Parties to the Interlocal Agreement as are necessary to fulfill the purposes described in this Agreement, including access to financing and processing of non-ad valorem special assessments by FRED, within the legal boundaries of the City of Stuart, as more specifically described below, and in accordance with federal, state, and local laws, rules, regulations, ordinances, and all operational program standards of the City of Stuart.

SECTION 4. INCORPORATION OF RECITALS AND LEVY OF SPECIAL ASSESSMENTS. The Parties hereby acknowledge and agree with each recital to this Agreement and incorporate such findings herein as their own. The non-ad valorem special assessments arising from a property owner's voluntary participation in the PACE program shall be levied by FRED on properties within the legal boundaries the City of Stuart and the receipt and distribution of any non-ad valorem special assessments imposed by FRED are purely ministerial acts.

SECTION 5. QUALIFYING IMPROVEMENTS. FRED may provide access to financing for Qualifying Improvements to real property within the legal boundaries of the City of Stuart, in accordance with Section 163.08, Florida Statutes, and subject to the terms of this Agreement, as well as applicable federal, state, and City of Stuart law.

SECTION 6. FINANCING AGREEMENT. Before extending any financing or subjecting any participating real property within the legal boundaries of the City of Stuart to the non-ad valorem special assessment authorized therein, FRED and FDFC, through their designees, shall, on a non-exclusive basis pursuant to the Section 163.08, Florida Statutes and this Agreement, enter into a financing agreement (the "Financing Agreement") with property owner(s) within the legal boundaries of the City of Stuart who qualify for financing through FRED. The Financing Agreement shall include a thorough explanation of the PACE financing process and specify at what point in the process the special assessment will be added to the real property's owner's property tax bills (after completion of the project(s), permit approval, and approval by the property owner).

SECTION 7. BOUNDARIES OF THE PACE PROGRAM. For the limited purposes of administering the PACE program and imposing non-ad valorem special assessments as described in this Agreement, the legal boundaries of FRED shall include the legal boundaries of the City of Stuart, which legal boundaries may be limited, expanded to reflect annexation, or more specifically designated from time to time by the City of Stuart by providing written notice to FRED. Upon execution of this Agreement and written request thereafter, the City of Stuart agrees to provide FRED the current legal description of the legal boundaries of the City of Stuart.

SECTION 8. ELIGIBLE PROPERTIES. Within the legal boundaries of the City of Stuart, improved real property, including any residential, commercial, agricultural and industrial use may be eligible for participation in the PACE program within the limits otherwise prescribed in Section 163.08, Florida Statutes.

SECTION 9. SURVIVAL OF SPECIAL ASSESSMENTS. During the term of this Agreement, FRED may levy voluntary non-ad valorem special assessments on participating properties within the legal boundaries of the City of Stuart to help secure the financing of costs of Qualifying Improvements constructed or acquired on such properties based on the finding of special benefit by the City of Stuart incorporated into Section 3 hereof. Those properties receiving financing for Qualifying Improvements shall be assessed by FRED until such time as the financing for such Qualified Improvement is repaid in full, in accordance with Section 163.08, Florida Statutes, and other applicable law. Notwithstanding termination of this Agreement or notice of a change in the legal boundaries of the City of Stuart as provided for herein, those properties that have received financing for Qualifying Improvements shall continue to be a part of FRED, until such time that all outstanding debt has been satisfied.

SECTION 10. TERM. This Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Agreement for convenience upon ninety (90) days' prior written notice ("Termination Notice") in accordance with the terms of the Interlocal Agreement. Beginning on the date FRED receives a Termination Notice from the City of Stuart ("Termination Date"), FRED shall not approve any new applications affecting property within the legal boundaries of the City

of Stuart referenced in the Termination Notice. Notwithstanding termination of this Agreement, however, property owners whose applications were approved prior to the Termination Date, and who received funding through the PACE program, shall continue to be a part of FRED, for the sole purpose of FRED imposing assessments for the repayment of such property's outstanding debt, until such time that all outstanding debt has been satisfied.

SECTION 11. CONSENT. This Agreement, together with the resolution by the governing board of the City of Stuart approving this Agreement, shall be considered the Parties' consent to authorize FRED to administer the PACE program within the legal boundaries of the City of Stuart, as required by Section 163.08, Florida Statutes.

SECTION 12. City of Stuart COORDINATOR. The [DEPARTMENT/OFFICE] within the City of Stuart shall serve as the City of Stuart's primary point of contact and coordinator. The City of Stuart will advise FRED of any changes to the City of Stuart's primary contact and coordinator within 30 days of such changes.

SECTION 13. CARBON OR SIMILAR CREDITS. To the extent permitted by law, in the event that the Financing Agreement or any other PACE agreement with the property owner provides for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to FRED, any such carbon or similar mitigation credits derived from properties within the legal boundaries of the City of Stuart, shall be shared in equal parts between FRED and the City of Stuart.

SECTION 14. LIMITED OBLIGATIONS. Neither FRED nor FDFC is authorized to issue bonds, or any other form of debt, on behalf of the City of Stuart without a separate interlocal agreement or other authority provided by State law. To the extent that FRED or FDFC issues PACE-related bonds under its own authority in connection with this Agreement, the security for such bonds may be secured by non-ad valorem special assessments imposed by FRED on participating properties within the legal boundaries of the City of Stuart. The issuance of such bonds shall not directly or indirectly or contingently obligate the City of Stuart to levy or to pledge any form of taxation whatever, or to levy ad valorem taxes on any property within their territorial limits to pay the bonds, and the bonds shall not constitute a lien upon any property owned by the City of Stuart. For any such bonds, the bond disclosure document, if any, shall include references to the fact that the City of Stuart is not an obligated party, and also adequately disclose material attendant risks with PACE programs.

SECTION 15. LIABILITY, INDEMNIFICATION AND SOVEREIGN IMMUNITY.

(A) City of Stuart and FRED are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign

immunity. Pursuant to Section 163.01(5)(0), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the founders or members of FRED shall not be held jointly liable for the torts of the officers or employees of the FRED, or any other tort attributable to FRED, and that FRED alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. City of Stuart and FRED acknowledge and agree that FRED shall have all of the applicable privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. City of Stuart is completely independent of FRED. To the extent provided by law, FRED shall indemnify, defend and hold harmless City of Stuart from any and all damages, claims, and liability arising from the negligence or intentional misconduct of FRED relating to operation of the PACE program. Nothing in this Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(B) Neither City of Stuart, nor the local governments who are either or both the founders or members of the Agency, nor any subsequently joining or participating local government as members of FRED shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of FRED, the governing board of FRED or any other agents, employees, officers or officials of FRED, except to the extent otherwise mutually and expressly agreed upon, and neither FRED, the governing board of FRED or any other agents, employees, officers or officials of FRED have any authority or power to otherwise obligate either City of Stuart, the local governments who are either or both the founders or members of FRED, nor any subsequently subscribing or participating local government in the business of FRED in any manner.

(C) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Agreement.

SECTION 16. AGREEMENTS WITH TAX COLLECTOR AND PROPERTY APPRAISER. This Agreement shall be subject to the express condition precedent that FRED enter into separate agreement(s) with the tax collector and the property appraiser having jurisdiction over the legal boundaries of the City of Stuart, which shall provide for the collection of any non-ad valorem special assessments imposed by FRED within the legal boundaries of the City of Stuart. If required by the tax collector and property appraiser, the City of Stuart agrees to enter into those agreements as a third-party to facilitate the collection of the non-ad valorem special assessments imposed by FRED.

SECTION 17. OPINION OF BOND COUNSEL. FRED warrants, based on counsel's review of the bond validation judgment and the underlying bond documents that

the FDFC PACE program's structure complies with the bond validation judgment and the underlying bond documents.

SECTION 18. AGENTS OF FRED. FRED shall ensure that its agents, administrators, subcontractors, successors and assigns are, at all times, in compliance with the terms of this Agreement and applicable City of Stuart, state and federal laws.

SECTION 19. NOTICES. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, or by electronic mail, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to FRED:

The Florida Resiliency and Energy District
c/o Florida Development Finance Corporation
William "Bill" F. Spivey, Jr.
Executive Director
156 Tuskawilla Road, Suite 2340
Winter Springs, FL 32708
bspivey@fdfebonds.com

and Issuer's Counsel with Nelson Mullins Broad and Cassel
Joseph Stanton, Esq.
Bank of America Center
390 North Orange Avenue
Suite 1400
Orlando, FL 32801-4961
407.839.4200 (t)
jstanton@nelsonmullins.com

If to City of Stuart:

David Dyess
City Manager, City of Stuart
121 Flagler Ave. Stuart FL 34994

With a copy to:
Michael Mortell
City Attorney, City of Stuart
121 Flagler Ave. Stuart FL 34994

SECTION 20. AMENDMENTS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this agreement and executed by the City of Stuart and FRED or other delegated authority authorized to execute same on their behalf.

SECTION 21. JOINT EFFORT. The preparation of this Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

SECTION 22. MERGER. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. ASSIGNMENT. The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.

SECTION 24. THIRD PARTY BENEFICIARIES. None of the Parties intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement; provided, however, that counsel to the Parties may rely on this Agreement for purposes of providing any legal opinions required by the issuance of debt to finance the Qualifying Improvements.

SECTION 25. RECORDS. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

SECTION 26. RECORDING. This Limited Purpose Party Membership Agreement shall be filed by FRED with the Clerk of the Circuit Court in the Public Records of the City of Stuart and recorded in the public records of the City of Stuart as an amendment to the Interlocal Agreement, in accordance with Section 163.01(11), Florida Statutes.

SECTION 27. SEVERABILITY. In the event a portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

SECTION 28. EFFECTIVE DATE. This Agreement shall become effective upon the execution by both Parties hereto.

SECTION 29. LAW, JURISDICTION, AND VENUE. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the [First...Twentieth] Judicial Circuit in and for [NAME OF COUNTY], Florida, the United States District Court for the [Northern][Middle][Southern] District of Florida or United States Bankruptcy Court for the [Northern][Middle][Southern] District of Florida, as appropriate.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on this 9th day of November, 2020.

CITY OF STUART, FLORIDA

By:

[Signature] Date 1-8-2021
David Dyess
City Manager, City of Stuart

Approved as to form:

[Signature] Date 1/7/21
Michael Morrell
City Attorney

Attest:

By:

[Signature] Date 1-11-2021
Mary Kindel, City Clerk

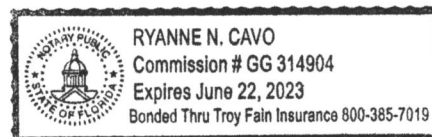
STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 8th day of January, 2021, by David Dyess, City Manager of the City of Stuart, Florida, who is personally known to me/has produced _____ as identification.

(SEAL)



[Signature]
Printed/Typed Name: Ryanne N. Cavo
Notary Public-State of Florida
Commission Number:



[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

WITNESS:

A. Rodriguez
Ahisha Rodriguez

FLORIDA DEVELOPMENT FINANCE
CORPORATION on behalf of FLORIDA
RESILIENCY AND ENERGY DISTRICT

By:

[Signature]

WITNESS:

Chris Bryan
Chris Bryan

William "Bill" F. Spivey, Jr.
Executive Director

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 7th day of January, 2021, by William "Bill" F. Spivey, Jr., Executive Director of the Florida Development Finance Corporation, who is personally known to me has produced _____ as identification.

(SEAL)

Jennifer Jenkins
Printed/Typed Name: Jennifer Jenkins
Notary Public-State of Florida
Commission Number: 66141148



Jennifer Jenkins
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG141148
Expires 9/5/2021

**A NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT
RELATING TO THE FUNDING AND FINANCING
OF QUALIFYING IMPROVEMENTS BY THE
FLORIDA PACE FUNDING AGENCY**

THIS NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT is made and entered into as of Nov. 9, 2020 (this "Subscription Agreement"), by and between City of Stuart, Florida (the "Subscriber"), and the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government, established pursuant to Section 163.01(7)(g), Florida Statutes, (the "Agency"), by and through their respective governing bodies. The purpose of the Subscription Agreement is to secure, in an efficient and uniform manner, for the Property Owners (as hereinafter defined) within the jurisdiction and boundaries of the Subscriber the privileges, benefits, powers and terms provided for herein and by law, and particularly by Section 163.08, Florida Statutes, as amended (the "Supplemental Act"), relating to the voluntary determination by affected property owners to obtain and finance certain improvements to property for energy efficiency, renewable energy or wind resistance.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Subscriber and the Agency hereby agree, stipulate and covenant as follows:

**ARTICLE I
DEFINITIONS AND CONSTRUCTION**

SECTION 1.01. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings as defined unless the context requires otherwise:

"Board of Directors" means the governing body of the Agency.

"Agency Charter Agreement" or **"Charter"** means, unless the context otherwise requires, the separate interlocal agreement which created and established the Agency, including any amendments and supplements hereto executed and delivered in accordance with the terms thereof.

"Financing Agreement" means the agreement authorized hereunder and by the Act (specifically including section 163.08(4) thereof) between the Agency and a Property Owner providing for the funding to finance Qualifying Improvements and the imposition of a non-ad valorem Special Assessment against the Property Owner's assessed property.

"Financing Documents" shall mean the resolution or resolutions duly adopted by the Agency, as well as any indenture of trust, trust agreement, interlocal agreement or other instrument relating to the issuance or security of any bond or Obligations of the Agency and any

agreement between the Agency and the Subscriber, pursuant to which the Subscriber and Property Owners obtain access to funds provided by the Agency.

"Obligations" shall mean a series of bonds, obligations or other evidence of indebtedness, including, but not limited to, notes, commercial paper, certificates or any other obligations of the Agency issued hereunder or pursuant hereto, or under any general law provisions, and pursuant to the Financing Documents. The term shall also include any lawful obligation committed to by the Agency or pursuant to an interlocal agreement with another governmental body or agency and/or warrants issued for services rendered or administrative expenses.

"Program" means the program operated by the Agency to provide financing for Qualifying Improvements undertaken within the jurisdiction of the Subscriber. Unless determined otherwise by the Subscriber, the Agency's Program will be non-exclusive; and, the Subscriber may embrace or authorize any similar program under the Act as the Subscriber sees fit and in the interest of the public.

"Property Owner" means, collectively, all of the record owners of real property subject to a Financing Agreement.

"Qualifying Improvements" means those improvements for energy efficiency, renewable energy, or wind resistance described in the Supplemental Act authorized to be affixed and/or installed by the record owner of an affected property. The term does not include similar improvements underwritten or financed by local, state or federal programs including, but not limited to State Housing Initiatives Partnership or SHIP Program, which are not secured by a special or non-ad valorem assessment.

"Special Assessments" means the non-ad valorem assessments authorized by the Supplemental Act and levied by the Agency on property owned by participating property owner who has entered into a Financing Agreement with the Agency to fund the costs of Qualifying Improvements.

SECTION 1.02 CONSTRUCTION.

(A) Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Subscription Agreement; the term "heretofore" shall mean before the date this Subscription Agreement is executed; and the term "hereafter" shall mean after the date this Subscription Agreement is executed.

(B) Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the other party to this Subscription Agreement. Both parties have independently reviewed this Subscription Agreement with their own counsel and covenant that the provisions hereof shall not be construed for or against either the Subscriber or the Agency by reason of authorship.

SECTION 1.03. SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of this Subscription Agreement and any table of contents or

marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Subscription Agreement nor affect its meaning, construction or effect.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The State has declared it the public policy of the State to develop energy management programs aimed at promoting energy conservation and wind resistance or 'hardening' programs achieving hurricane and wind damage mitigation.

(B) The State Legislature has determined there is a compelling state interest in enabling property owners to voluntarily finance Qualifying Improvements with local government assistance. The actions authorized by the Supplemental Act, including the financing of Qualifying Improvements through the execution of Financing Agreements and the related imposition of a Special Assessment, are reasonable and are necessary for the prosperity and welfare of the State, the Subscriber and its property owners and inhabitants.

(C) The Agency has secured a binding final judgment, binding and only advantageous to the Agency, which has statewide effect. Such judgment carefully relieves the Subscriber from cost and liability associated with implementation of the Agency's Program.

(D) The Agency's Program has assembled open public governance and oversight, staffing, third-party administration, third-party originators, third-party tax roll administration, Program counsel, and an independent institutional trustee; the Agency is immediately ready to commence origination of Special Assessments for Qualifying Improvements; and that the Agency presently has funding in place and available under executed bond purchase agreements and trust indentures.

(E) The availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of the Subscriber) and the voluntary participation in the Program by Property Owners will provide an alternative financing option to finance and repay the costs to provide and install Qualifying Improvements.

(F) This Agreement provides an alternative, supplemental and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and job creation, as well as the compelling State interests and public purposes described in the Supplemental Act.

ARTICLE II SUBSCRIPTION

SECTION 2.01. AUTHORITY.

(A) The execution hereof has been duly authorized by the resolution of the governing bodies of each party hereto.

(B) The Agency by this Subscription Agreement is hereby authorized to act to provide its services, and conduct its affairs, within the boundaries of the Subscriber's jurisdiction.

(C) The execution of this Subscription Agreement evidences the express authority and concurrent transfer of all necessary powers to the Agency, and the covenant to reasonably cooperate by the Subscriber, so that the Agency may facilitate, administer, implement and provide Qualifying Improvements, facilitate Financing Agreements and non-ad valorem assessments only on properties subjected to same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting there from, as contemplated by the Supplemental Act as the same may be amended from time to time.

(D) By resolution of the governing bodies of each of the parties and as implemented pursuant by this Subscription Agreement, all power and authority available to the Agency under its Charter and general law, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the Subscriber.

(E) This Subscription Agreement may be amended only by written amendment hereto.

SECTION 2.02. CREATION OF STATE, COUNTY OR MUNICIPAL DEBTS PROHIBITED.

The Agency shall not be empowered or authorized in any manner to create a debt as against the State, county, or any municipality, and may not pledge the full faith and credit of the State, any county, or any municipality. All revenue bonds or debt obligations of the Agency shall contain on the face thereof a statement to the effect that the State, county or any municipality shall not be obligated to pay the same or the interest and that they are only payable from Agency revenues or the portion thereof for which they are issued and that neither the full faith and credit nor the taxing power of the State or of any political subdivision thereof is pledged to the payment of the principal of or the interest on such bonds. The issuance of revenue or refunding bonds under the provisions of law, the Charter Agreement, or this Subscription Agreement shall not directly or indirectly or contingently obligate the State, or any county or municipality to levy or to pledge any form of ad valorem taxation whatever therefore or to make any appropriation for their payment.

SECTION 2.03. ADOPTION OF RATES, FEES AND CHARGES.

(A) The Board of Directors may adopt from time to time such rates, fees or other charges for the provision of the services of the Agency to be paid by the Property Owner, pursuant to a Financing Agreement described in the Supplemental Act.

(B) Such rates, fees and charges shall be adopted and revised so as to provide moneys, which, with other funds available for such purposes, shall be at least sufficient at all times to pay the expenses of administering, managing, and providing for the services and administration of the activities of the Agency, to pay costs and expenses provided for by law or the Charter Agreement and the Financing Documents, and to pay the principal and interest on the Obligations as the same shall become due and reserves therefore, and to provide for necessary administration and reasonable margin of safety over and above the total amount of such payments. Notwithstanding any other provision in the Charter Agreement or this Subscription Agreement, such rates, fees and charges shall always be sufficient to comply fully with any covenants contained in the Financing Documents.

(C) Such rates, fees and charges may vary from jurisdiction to jurisdiction, and may be based upon or computed upon any factor (including, by way of example and not limitation, competitive or market conditions, distinguishing between residential and non-residential properties or uses, distinguishing between variable costs of administrative services over time) or combination of factors affecting the demand or cost of the services furnished or provided to administer the services and affairs of the Agency as may be determined by the Board of Directors from time to time.

(D) Notwithstanding anything in this Subscription Agreement to the contrary, the Agency may establish a general fund and/or performance assurance account into which moneys may be deposited from an annual surcharge upon the Special Assessments imposed, pledged to or collected by the Agency. Any moneys deposited to such general fund account from such a surcharge shall be considered legally available for any lawful purpose approved by the Board of Directors. Moneys in such general fund and/or performance assurance account may be used to pay for or reimburse initial costs and expenses advanced or associated with start-up costs, feasibility studies, economic analysis, financial advisory services, program development or implementation costs or enhancements, public education, energy audits, administration, quality control, vendor procurement, and any other purpose associated with the purpose or mission of the Agency approved by the Board of Directors.

SECTION 2.04. FINANCING AGREEMENTS.

(A) The Agency shall prepare and provide to each participating property owner the form of the Financing Agreement which complies with the Supplemental Act and is in accordance with the Financing Documents as designated by the Board of Directors from time to time.

(B) The Agency, not the Subscriber, shall be solely responsible for all matters associated with origination, funding, financing, collection and administration of each of the Agency's authorized non-ad valorem assessments.

SECTION 2.05. IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO FINANCING AGREEMENTS.

(A) Upon execution by the Property Owner and the Agency of the Financing Agreement, the Financing Agreement or a summary or memorandum thereof shall be recorded by the Agency within five (5) days of execution as required by Section 163.08(8), Florida Statutes. The recorded Financing Agreement, or summary or memorandum thereof, provides constructive notice that the non-ad valorem assessment to be levied on the subject property constitutes a lien of equal dignity to ad valorem taxes and assessments from the date of recordation.

(B) In a reasonably cooperative and uniform manner the Agency is authorized to and shall provide a digital copy to the property appraiser or tax collector of the recorded Financing Agreement or summary memorandum thereof, the most recent property identification number and annual amount of the non-ad valorem assessment along with such other efficient and reasonable information necessary for the tax collector to collect such amounts on behalf of the Agency pursuant to Sections 197.3632 and 163.08, Florida Statutes, as a non-ad valorem assessment.

SECTION 2.06. COLLECTION OF SPECIAL ASSESSMENTS.

(A) The Agency shall be solely responsible for professionally coordinating all interface with the tax collector or property appraiser, and minimize to the greatest extent reasonably possible the time, effort and attention of these public officials to accomplish the public purposes and direction of the Supplemental Act subscribed to by the Subscriber. Subscriber hereby respectfully requests and encourages the tax collector or property appraiser to only impose, charge, or deduct the minimum amount allowed by general law for the collection or handling of the Special Assessments which are the subject of this Subscription Agreement.

(B) To advance Program acceptance and to minimize Program participation costs, and because each Property Owner is voluntarily undertaking to achieve and underwrite the unique and compelling State interests described in the Supplemental Act, the Subscriber urges either the waiver of such fees by the tax collector and property appraiser or a flat five dollar (\$5) fee per year per tax parcel for such purposes which shall be paid by the Agency via deduction, by the institutional trustee required by the Financing Documents, or as otherwise reasonably agreed to by the Agency and these parties.

SECTION 2.07. PLEDGE OF PROCEEDS FROM NON AD VALOREM ASSESSMENTS.

(A) The Agency will take such actions as are necessary for the lawful levy of the Special Assessments against all lands and properties specially benefitted by the acquisition, construction and financing of Qualifying Improvements. If any assessment made with respect to any property shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Agency or Subscriber shall be satisfied that any such assessment is so irregular or defective that the same cannot be enforced or collected, the Agency is authorized to take all necessary steps to cause a new assessment to be made for the whole or any part of any Qualifying Improvements

or against any property specially benefitted by such improvement, to the extent and in the manner provided by law.

(B) Pursuant to the Financing Documents and this Subscription Agreement, the Agency shall irrevocably pledge and, to the fullest extent permitted by law, pledge and assign any and all revenues derived from Special Assessments to the repayment of any debt obligation issued by the Agency pursuant to the Financing Documents.

(C) The Subscriber shall not incur or ever be requested to authorize any obligations secured by Special Assessments associated with Qualifying Improvements imposed by the Agency.

(D) Each series of Financing Documents shall be secured forthwith equally and ratably by a pledge of and lien upon the Special Assessments. The obligations of the Agency under and pursuant to the Financing Documents shall not be or constitute general obligations or an indebtedness of the Subscriber as "bonds" within the meaning of the Constitution of Florida, but shall be payable from and secured solely by a lien upon and pledge of the Special Assessments as provided herein. Neither the Agency nor any holder of any debt obligation issued by the Agency pursuant to the Financing Documents shall ever have the right to compel the exercise of the ad valorem taxing power of the Subscriber or taxation in any form of property therein to pay any amount due under any Financing Documents or any Special Assessment. The Financing Documents shall not constitute a lien upon any property of or in the Subscriber except as to the respective Special Assessments in the manner provided herein and by law.

SECTION 2.08. CARBON OR SIMILAR CREDITS. The form of Financing Agreement in each instance shall provide for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to the Agency, with such revenues therefrom, if any ever materialize, to be used by the Agency to underwrite generally its operation, mission and purpose. By execution hereof any such interest in mitigation credits shall be assigned by the Subscriber to the Agency without any future action by the parties. Provided, however, the Subscriber shall upon request from time to time execute and deliver all such documents as may be reasonably required to further evidence the assignment and transfer of such interests to the Agency. Such credits expressly exclude investment tax credits available under the Internal Revenue Code or monetary rebates available to the Property Owner.

ARTICLE III GENERAL PROVISIONS

SECTION 3.01. INTERLOCAL AGREEMENT PROVISIONS. This Subscription Agreement constitutes a joint exercise of power, privilege or authority by and between the Subscriber and the Agency and shall be deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969, as amended. This Subscription Agreement shall be filed by the Agency with the Clerk of the Circuit Court of the county in which the Subscriber is located.

SECTION 3.02. DISCLOSURE.

(A) The Agency has provided a copy of (1) the Supplemental Act, (2) the Agency's Charter Agreement, (3) the Final Judgment in *Fla. PACE Funding Agency v. State*, No. 2011-CA-1824 (Fla. 2d Cir. Ct. 2011), and (4) other relevant disclosure information and background materials to the Subscriber prior to execution hereof. Subscriber, through its own staff and advisors, has independently reviewed and considered the foregoing and other relevant information of its choosing.

(B) The objective of the Agency's mission is to offer a uniform, standardized and scalable approach that provides efficiencies and economies of scale intended to attract voluntary financing of Qualifying Improvements and stimulate a substantial and meaningful flow of private sector economic activity and new job creation. In doing so, each subscribing local government by entering into a subscription agreement of this nature authorizes the availability of the Agency's uniform program to property owners in the subscribing jurisdiction. Accordingly, the Agency has engaged, and may engage in the future, various advisors, consultants, attorneys or other professionals or firms with recognized expertise necessary to accomplish the Agency's mission.

(C) The Subscriber and Agency recognize, consider and acknowledge the fact or possibility that one or more of the various professionals or firms may serve as the advisor to the Agency in its mission, and to the Subscriber or another client in providing other similar professional services, outside of the provision, funding and financing of Qualifying Improvements. Such circumstance is acceptable and will not be construed as a conflict, be objected to unreasonably, nor be used as the basis for its disqualification of such professionals or firms from any continued or future representation of either party hereto which can otherwise be resolved by a reasonable waiver.

SECTION 3.03. TERM OF AGREEMENT; DURATION OF AGREEMENT; EXCLUSIVITY.

(A) This Subscription Agreement shall commence as of the date first above written, and shall remain in effect until terminated as herein provided. Either party (the "non-breaching party") may terminate this Subscription Agreement by providing the other party (the "breaching party") 10 days prior written notice ("Termination Notice") in the event the breaching party breaches this Subscription Agreement and such breach is not cured to the reasonable satisfaction of the non-breaching party within a reasonable period of time following notice of such breach. Beginning on the date the Agency receives from, or gives to, the Subscriber a Termination Notice ("Termination Date"), the Agency shall not approve any new applications affecting property within the legal boundaries of the Subscriber.

(B) In the event of any termination hereunder, and so long as the Agency has Obligations outstanding which are secured by pledged revenues derived from Financing Agreements relating to any properties within the jurisdiction or boundaries of the Subscriber, or the Agency has projects for Qualified Improvements underway therein, the applicable

provisions, authority and responsibility under this Agreement reasonably necessary to carry out the remaining aspects of the Program and responsibilities of Agency then underway, shall remain in effect and survive such termination until such time as those obligations and all associated remaining Program responsibilities are fulfilled (including, but not limited to the collection of assessments in due course).

SECTION 3.04. AMENDMENTS AND WAIVERS.

(A) Except as otherwise provided herein, no amendment, supplement, modification or waiver of this Subscription Agreement shall be binding unless executed in writing by the Subscriber and Agency.

(B) To the extent the Agency has no outstanding bonds, Obligations or other evidence of indebtedness, this Subscription Agreement may be amended or modified or provisions hereto waived upon the written consent of all parties hereto.

(C) To the extent the Agency has outstanding bonds, Obligations or other evidence of indebtedness arising from Financing Agreements relating to properties within the jurisdiction or boundaries of the Subscriber, this Subscription Agreement may not be amended or modified in any way that is materially adverse to holders of such bonds, Obligations or other evidence of indebtedness without the consent in writing of the holders of at least two-thirds (2/3) or more in principal amount of such bonds, Obligations or other evidence of indebtedness (exclusive of any warrants issued by the Agency) then outstanding, or any insurer duly authorized to provide such consent on behalf of such holders.

SECTION 3.05. NOTICES.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered (or confirmed electronic facsimile transmission) or mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight courier (with delivery instructions for "next business day" service) to the parties at the following addresses:

Subscriber: David Dyess
City Manager
City of Stuart
121 Flagler Ave.
Stuart FL 34994

With a copy to: Michael Mortell
City Attorney
121 Flagler Ave.
Stuart FL 34994

Agency: Mike Moran
Executive Director
Florida PACE Funding Agency
c/o Southern Sky Energy
4411 Bee Ridge Rd., #134
Sarasota, Florida 34233

With a copy to: Program Counsel for the Florida PACE Funding Agency
P.O. Box 14043
Tallahassee, Florida 32317-4043

(B) Any of the parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or confirmed electronic facsimile transmission) or three days after the date mailed.

SECTION 3.06. QUALITY CONTROL AND COMMUNICATION. For quality control purposes the Agency and Subscriber desire, and the Agency covenants to develop, implement and employ policies, systems and procedures which are within industry standards; with such standards being reasonably expected to change and evolve over time. An ongoing positive and informal line of communication between staff and agents for the parties is encouraged. At any time, notwithstanding lack of default or lack of material breach hereunder, the Subscriber is encouraged to objectively and specifically communicate to the Agency in writing as provided for herein any concerns, suggestions or disapproval with performance, policies, systems or procedures being employed by the Agency. The Agency through its administrator, Executive Director, or a duly authorized designee, will promptly respond in writing to all such communications (reasonably within fifteen (15) days of receipt of any such written communication, but sooner if necessary) and follow-up accordingly; and, also promptly communicate any such response, follow-up, and all related communication to the Board of Directors for review.

SECTION 3.07. IMMUNITY; LIMITED LIABILITY.

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Subscription Agreement.

(B) The Subscriber and Agency are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the incorporators or members of the Agency

shall not be held jointly liable for the torts of the officers or employees of the Agency, or any other tort attributable to the Agency, and that the Agency alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. The Subscriber and Agency acknowledge and agree that the Agency shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Subscription Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(C) Neither the Subscriber, nor the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency, except to the extent otherwise mutually and expressly agreed upon, and neither the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency have any authority or power to otherwise obligate either the Subscriber, the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency in any manner.

SECTION 3.08. BINDING EFFECT. This Subscription Agreement shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns.

SECTION 3.09. SEVERABILITY In the event any provision of this Subscription Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 3.10. EXECUTION IN COUNTERPARTS. This Subscription Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 3.11. APPLICABLE LAW. The exclusive venue of any legal or equitable action that arises out of or relates to this Subscription Agreement shall be the appropriate state court in Lee County. In any such action, Florida law shall apply and the parties waive any right to jury trial.

SECTION 3.12. ENTIRE AGREEMENT. This Subscription Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Subscription Agreement to be duly executed and entered into as of the date first above written.

(SEAL)



CITY OF STUART

By: _____

David Dyess
City Manager

Attest:

Mary R. Kinder

Mary Kinder
City Clerk

Approved as to form:

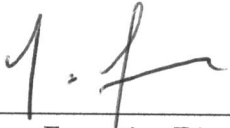
Michael Mortell

Michael Mortell
City Attorney

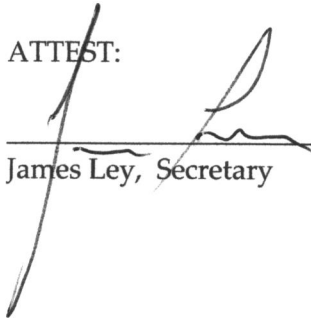
IN WITNESS WHEREOF, the undersigned have caused this Subscription Agreement to be duly executed and entered into as of the date first above written.

THE FLORIDA PACE FUNDING AGENCY

(SEAL)

By: 
Mike Moran, Executive Director

ATTEST:


James Ley, Secretary

**MEMBERSHIP AGREEMENT
BETWEEN THE
GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT
AND THE CITY OF STUART**

This Membership Agreement (the “Membership Agreement”) is entered into this 9th day of November, 2020 by and between the Green Corridor Property Assessment Clean Energy (PACE) District, a public body corporate and politic (the “Green Corridor”), and the City of Stuart, Florida, a municipal corporation of the State of Florida (the “City”) (collectively, the “Parties”) for the purpose of providing a PACE program within the City.

RECITALS

WHEREAS, on August 6, 2012, the Green Corridor was created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, to finance qualifying improvements in accordance with Section 163.08, Florida Statutes; and

WHEREAS, on November 9, 2020, the City adopted Resolution No. 132-2020 agreeing to join the Green Corridor as a non-voting member in order to finance qualifying improvements in the City in accordance with Section 163.08, Florida Statutes; and

WHEREAS, the Parties have determined that entering into this Membership Agreement is in the best interest and welfare of the property owners within the Green Corridor and City.

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

Section 1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.

Section 2. Purpose. The purpose of this Membership Agreement is to facilitate the financing of qualifying improvements for property owners within the City in accordance with Section 163.08, Florida Statutes, by virtue of the City’s joining the Green Corridor as a non-voting member and utilizing the Green Corridor’s existing program (the “Program”).

Section 3. Qualifying Improvements. The City shall allow the Green Corridor to provide financing of qualifying improvements, as defined in Section 163.08, Florida Statutes, on properties within the City.

Section 4. Non-Exclusive. The Green Corridor Program is non-exclusive, meaning the City specifically reserves the right to join any other entity providing a similar program under Section 163.08, Florida Statutes, or create its own program under Section 163.08, Florida Statutes.

Section 5. Program Guidelines. The Parties agree that, unless the City desires to implement its own local program guidelines as described below, the Program to be offered in the City will be wholly governed by the Green Corridor’s Program Guidelines. If the City desires to implement its own local program guidelines, it may do so upon sixty (60) day’s written notice to the Green Corridor. Any such local program guidelines can be amended and changed only by the authorized designee of the City. These local program guidelines shall be consistent with the Green Corridor’s guidelines. The City may adopt more restrictive guidelines than that of the Green

Corridor. However, if there is a conflict between the Green Corridor's guidelines and the City's guidelines, the Green Corridor's guidelines shall control.

Section 6. Boundaries. Pursuant to this Membership Agreement, the boundaries of the Green Corridor shall include the legal boundaries of the City, which boundaries may be limited, expanded, or more specifically designated from time to time by the City by providing written notice to the Green Corridor. As contemplated in the Interlocal Agreement (as defined in Section 8) and as supplemented by this Membership Agreement, the Green Corridor will, on a non-exclusive basis, levy voluntary non ad valorem special assessments on the benefitted properties within the boundaries of the City to help finance the costs of qualifying improvements for those individual properties. Those properties receiving financing for qualifying improvements shall be assessed from time to time, in accordance with Section 163.08, Florida Statutes and other applicable law. Notwithstanding termination of this Membership Agreement or notice of a change in boundaries by the City as provided for above, those properties that have received financing for qualifying improvements shall continue to be a part of the Green Corridor, until such time that all outstanding debt has been satisfied.

Section 7. Financing Agreement. The Parties agree that the Green Corridor may enter into a financing agreement, pursuant to Section 163.08, Florida Statutes, with property owner(s) within the City who obtain financing through the Green Corridor.

Section 8. Amended and Restated Interlocal Agreement. The Parties agree that the City shall be subject to all terms, covenants, and conditions of the Amended and Restated Interlocal Agreement recorded in the Official Records of Miami-Dade County at Official Records Book 28217, Page 0312, which created the Green Corridor (the "Interlocal Agreement"). In the event of any conflict between the Interlocal Agreement and this Membership Agreement, this Membership Agreement shall control the rights and obligations of the City.

Section 9. Responsibilities of the Green Corridor; Indemnification. The Green Corridor shall be solely responsible for all matters associated with origination, funding, financing and administration of each of the Green Corridor's authorized non-ad valorem assessments, including responding to any complaints or inquiries by participants, tax certificate holders, lenders or others relating to the Program's special assessments, the Program's financing agreements, the Program's qualifying improvements, or any other aspect of the Program. The Parties understand that indemnification of the Green Corridor members is provided for in Section 16 of the Interlocal Agreement, and that such provisions shall apply to the City. In addition to the indemnification provided pursuant to the Interlocal Agreement, the Green Corridor will directly indemnify and hold harmless the City, its respective officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with performance or nonperformance by the Green Corridor, its officers, contractors and agents for all matters associated with origination, funding, financing and administration of each of the Green Corridor's authorized non-ad valorem assessments, including responding to any complaints or inquiries by participants, tax certificate holders, lenders or others relating to the Program's special assessments, the Program's financing agreements, the Program's qualifying improvements, or any other aspect of the Program. This grant of indemnification shall not be deemed or treated as a waiver by the Green Corridor of any immunity to which it is entitled by law, including but not limited to the District's sovereign immunity as set forth in Section 768.28, Florida Statutes. This Section shall survive termination of this Agreement.

Section 10. Agreements with Tax Collector, Property Appraiser and Municipalities. The Green Corridor acknowledges that the City has no authority to bind the County Tax Collector and the County Property Appraiser, and the Green Corridor will be required to enter into separate agreement(s) with the County Tax Collector and/or the County Property Appraiser, which shall establish the fees (if any) to be charged by the Tax Collector and Property Appraiser for the collection or handling of the Program's special assessments.

Section 11. Resale or Refinancing of a Property. The Green Corridor recognizes that some lenders may require full repayment of the Program's special assessments upon resale or refinancing of a property subject to the Program's special assessments. The Green Corridor agrees to provide written disclosure of this matter to all City property owners that may utilize the Program.

Section 12. Term. This Membership Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Membership Agreement upon ninety (90) days prior written notice.

Section 13. Consent. This Membership Agreement and any required resolution or ordinance of an individual Party shall be considered the City's consent to joining the Green Corridor and participation therein, as required by Section 163.08, Florida Statutes.

Section 14. Voting Rights. The Parties agree that the City shall be a non-voting member of the Green Corridor for the term of this Membership Agreement.

Section 15. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Green Corridor:
Paul Winkeljohn, Executive Director
Green Corridor
5385 North Nob Hill Rd.
Sunrise, FL 33351

If to City: David Dyess
City Manager
City of Stuart
121 Flagler Ave.
Stuart, FL 34994

With a copy to: Michael Mortell
City Attorney
121 Flagler Ave.
Stuart, FL 34994

Section 16. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto.

Section 17. Joint Effort. The preparation of this Membership Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 18. Merger. This Membership Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Membership Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration, or modification in the terms and conditions contained herein shall be effective unless contained in a written document, executed with the same formality, and of equal dignity herewith by all Parties to this Membership Agreement.

Section 19. Assignment. The respective obligations of the Parties set forth in this Membership Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.

Section 20. Records. The Parties shall each maintain their own respective records and documents associated with this Membership Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

Section 21. No Third Party Beneficiaries. It is the intent and agreement of the Parties that this Agreement is solely for the benefit of the Parties and no person not a party hereto shall have any rights or privileges hereunder.

Section 22. Severability. In the event a portion of this Membership Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

Section 23. Venue. The exclusive venue of any legal or equitable action against the City that arises out of or relates to this Membership Agreement shall be the appropriate state court in Miami-Dade County.

Section 24. Effective Date. This Membership Agreement shall become effective upon the execution by the Parties hereto.

[This space intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the day first written above.

ATTEST:

GREEN CORRIDOR PROPERTY
ASSESSMENT CLEAN ENERGY (PACE)
DISTRICT

By: DocuSigned by:
Richard Hans
67999FA118F64BF...
District Secretary

By: DocuSigned by:
Paul Winkelman
7E743FF03E08419...
Executive Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: DocuSigned by:
Haydee Sera
005EB9C6360943B...
Weiss Serota Helfman
Cole & Bierman P.L., District Attorney

ATTEST:

THE CITY OF STUART, FLORIDA

By: DocuSigned by:
Mary R. Kindel
9872BDE94C874C8...
Mary Kindel, CMC, City Clerk

By: DocuSigned by:
David Dyess
5DE71FDE77C84DB...
David Dyess, City Manager, City of Stuart

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: DocuSigned by:
Michael S. Mortell
5C59F44706374C1...
Michael Mortell, City Attorney

[SIGNATURE PAGE TO MEMBERSHIP AGREEMENT]

Certificate Of Completion

Envelope Id: 7DC752ED85E84BBBA918FD8184F3059D

Status: Completed

Subject: Please DocuSign: 3HX2808-Membership Agreement - City of Stuart - Green Corridor District.DOCX

Source Envelope:

Document Pages: 5

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jose Mairena

AutoNav: Enabled

2525 Ponce de Leon Blvd., Suite 700

Envelope Stamping: Enabled

Coral Gables, 33134

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

jmairena@wsh-law.com

IP Address: 45.73.146.126

Record Tracking

Status: Original

Holder: Jose Mairena

Location: DocuSign

12/10/2020 8:16:29 AM

jmairena@wsh-law.com

Signer Events

David Dyess

ddyess@ci.stuart.fl.us

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
David Dyess
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Signature Adoption: Pre-selected Style
Using IP Address: 198.136.41.221

Timestamp

Sent: 12/10/2020 8:22:18 AM

Viewed: 12/10/2020 8:29:37 AM

Signed: 12/10/2020 8:35:18 AM

Electronic Record and Signature Disclosure:

Accepted: 12/10/2020 8:29:37 AM

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Haydee Sera

HSera@wsh-law.com

Security Level: Email, Account Authentication
(None)

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Haydee Sera
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Electronic Record and Signature Disclosure:

Accepted: 8/14/2020 7:55:05 AM

ID: 724802da-85ac-4acf-800a-c106effdb7c4

Mary R. Kindel

mkindel@ci.stuart.fl.us

City Clerk

Security Level: Email, Account Authentication
(None)

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Mary R. Kindel
9972BDE94C874C8...

Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:

Accepted: 12/10/2020 8:39:08 AM

ID: 8f654a36-5a07-42f1-a70d-8f4ab0daff04

Michael J. Mortell

mmortell@ci.stuart.fl.us

Security Level: Email, Account Authentication
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DocuSigned by:
Michael J. Mortell
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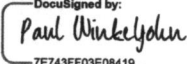
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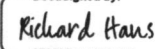
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Signed using mobile

Electronic Record and Signature Disclosure:
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Richard Hans
rhans@gmssf.com
Security Level: Email, Account Authentication (None)

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Signing Complete	Security Checked	12/10/2020 8:54:10 AM
Completed	Security Checked	12/10/2020 9:24:38 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



✓
mk

Amity R. Barnard, Esq.

Associate Attorney

LEED Green Associate

Email: mittym@davisashtonlaw.com

November 20, 2020

VIA FEDEX

Mary Kindel
City Clerk
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Re: Florida Green Finance Authority Agreement

Dear Ms. Kindel:

As requested, enclosed please find two (2) partially-executed original Party Membership Agreements for the Florida Green Finance Authority. When fully executed, please return one (1) sealed original Party Membership Agreement to me at the following address:

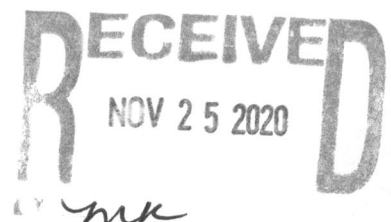
Davis & Ashton, P.A.
701 Northpoint Parkway, Suite 205
West Palm Beach, FL 33407

Please do not hesitate to contact me at (561) 586-7116 or via email (mittym@davisashtonlaw.com) if you have questions or require anything further.

Sincerely,

Amity R. Barnard, Esq.
Assistant General Counsel for the Florida Green Finance Authority

Enclosures



701 Northpoint Parkway, Suite 205, West Palm Beach, FL 33407 | p 561-586-7116 | f 561-586-9611
www.davisashtonlaw.com

◆ LEADING ATTORNEYS IN LOCAL GOVERNMENT LAW AND ETHICS ◆

FLORIDA RESILIENCY ENERGY DISTRICT

[Handwritten signature]

January 7, 2021

Mary Kindel, CMC
City Clerk
121 SW Flagler Avenue
Stuart, FL 34994

Attention: Mary Kindel

Enclosed in this package are two executed copies of the Agreement with the Florida Resiliency and Energy District (FRED).

Once the Agreement is fully executed with the City of Stuart please mail back one copy to our office for recording:

Attention: Ahisha Rodriguez
Florida Resiliency and Energy District
156 Tuskawilla Road, Suite 2340
Winter Springs, FL 32708

The Florida Development and Finance Corporation is the administrator for the Florida Resiliency and Energy District.

Thank you,

A. Rodriguez

Ahisha Rodriguez

PACE Program Supervisor | Florida Resiliency and Energy District
407-712-6352
Florida Development Finance Corporation

ADMINISTERED BY THE FLORIDA DEVELOPMENT FINANCE CORPORATION

156 Tuskawilla Road, Suite 2340 | Winter Springs, FL 32708

www.fdfcbonds.com/pace | OFFICE 407-712-6356 | FAX 407-369-4260

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST City Commission

Meeting Date: 11/12/2024

Prepared by: Jodi Nentwick

Title of Item:

710 SE MARTIN LUTHER KING JR. BOULEVARD - MAJOR AMENDMENT TO THE EXISTING COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) ZONING DISTRICT (RC):

ORDINANCE No. 2532-2024; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP, TO REZONE A 2.4-ACRE PARCEL LOCATED AT 710 SE MARTIN LUTHER KING JR. BOULEVARD, BEING MORE DESCRIBED IN EXHIBIT "A" ATTACHED, FOR MAJOR AMENDMENT TO THE EXISTING COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) ZONING DESIGNATION TO ALLOW A VOCATIONAL TRAINING FACILITY ONLY; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Summary:

The City of Stuart as the grant recipient is seeking approval of a Major Amendment to the existing Commercial Planned Unit Development (CPUD) Zoning Designation necessary to fulfill the grant terms. The City Commission directed staff to amend the existing PUD to facilitate the construction of the proposed Project Lift vocational training facility.

The address is 710 SE Martin Luther King Jr. Boulevard, Stuart, FL 34994. The property is located at the southwest corner of Martin Luther King Jr. Boulevard and Tarpon Avenue intersection and is within the municipal boundaries of the City of Stuart. The proposed building will house Project Lift, a vocational training center.

The project is being pursued under the terms and conditions of a Community Development Block Grant which has provided the funding for acquiring the land and constructing a vocational training facility. The City has entered into a Memorandum of Understanding with Project Lift to operate the training facility according to a long-term land lease.

The subject property is currently within the following Zoning District and Land Use:

Zoning Districts: Commercial Planned Unit Development (CPUD)

Land Use: East Stuart

On August 26, 2024, the City of Stuart City Commission requested staff to maintain and amend the existing CPUD to allow the use of a vocational training facility only. The agenda item has been updated with the revised request from the applicant.

Funding Source:

N/A

Recommended Action:

Move approval of Ordinance No. 2532-2024 of a Major Amendment to the existing Commercial Planned

Unit Development (CPUD) Zoning Designation located at 710 SE Martin Luther King Jr. Boulevard.

ATTACHMENTS:

1. DRAFT Ordinance 2532-2024
2. Rezoning Application - Signed
3. CC Staff Report
4. Public Notice Packet
5. LDC Code Section 11.01.09



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

ORDINANCE NUMBER 2532-2024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING, TO REZONE A 2.4-ACRE PARCEL, LOCATED AT 710 SE MARTIN LUTHER KING JR. BOULEVARD, BEING MORE DESCRIBED IN EXHIBIT "A" ATTACHED, FOR A MAJOR AMENDMENT TO THE EXISTING COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD) ZONING DESIGNATION TO ALLOW A VOCATIONAL TRAINING FACILITY; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE; AND OTHER PURPOSES.

*** * * * ***

WHEREAS, on December 11, 1989, the City of Stuart City Commission adopted Ordinance Number 1174-89, adopting a Comprehensive Growth Management Plan as mandated by the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida State Statutes, also known as the City of Stuart Comprehensive Plan, that designated the Future Land Use of this property as East Stuart (ES); and

WHEREAS, the City of Stuart applied to the Florida Department of Economic Opportunity (FDEO) for the Community Redevelopment Block Grant (CDBG) COVID Program for the Federal Fiscal Year 2021; and

WHEREAS, the City of Stuart was notified that \$4,7941,000 was approved by FDEO for the acquisition and rehabilitation of property known as the “Willie Gary Property” located at 710 SE Martin Luther King Jr. Boulevard, Stuart; and

WHEREAS, on January 8, 2018, the City of Stuart City Commission adopted Resolution Number 27-2023, approving the authorization of the execution of a real estate contract between the City of Stuart and Out of Control in Stuart, LLC for property known as the “Willie Gary Property, located at 710 SE Martin Luther King Jr. Boulevard in the East Stuart Neighborhood Code Overlay District; and

WHEREAS, on July 9, 2024, an application was submitted to the City of Stuart by the City of Stuart (Applicant) for a Petition requesting approval of a rezoning from the existing Commercial Planned Unit Development (CPUD) to a Business and Mixed-Use (BMU) Zoning District within the East Stuart Neighborhood Code Overlay District to redevelop the 2.4-acre commercial site to accommodate a proposed vocational training facility known as “Project Lift”; and

WHEREAS, the City of Stuart Community Redevelopment Board (CRB) held a properly noticed hearing at a regularly scheduled meeting on August 6, 2024, to consider the Applicant’s request and voted 4/1 to recommend approval of the subject Petition to the City Commission; and

WHEREAS, the City of Stuart Local Planning Agency (LPA) Board held a properly noticed hearing at a regularly scheduled meeting on August 8, 2024, to consider the Applicant’s request and voted 5/0 to recommend approval of the subject Petition to the City Commission; and

WHEREAS, the City Commission held two properly noticed public hearings with the First Reading of the Ordinance at a regularly scheduled City Commission Meeting on August 26, 2024, and requested staff to amend the existing Commercial Planned Unit Development (CPUD) zoning

designation to allow for a vocational school use only in place of rezoning to the Business Mixed Use (BMU) zoning designation; and

WHEREAS, the City of Stuart Community Redevelopment Board (CRB) held a properly noticed hearing at a regularly scheduled meeting on October 1, 2024, to reconsider the Applicant's request and amend the existing Commercial Planned Unit Development (CPUD) zoning designation to allow for a vocational training facility. The Board recommended the request and voted **approval/denial** of the subject Petition to the City Commission; and

WHEREAS, the City of Stuart Local Planning Agency (LPA) Board held a properly noticed hearing at a regularly scheduled meeting on October 10, 2024, to reconsider the Applicant's request and amend the existing Commercial Planned Unit Development (CPUD) zoning designation to allow for a vocational training facility. The Board voted to recommend **approval/denial** of the subject Petition to the City Commission; and

WHEREAS, City Commission and the Second Reading of the Ordinance at a regularly scheduled City Commission Meeting on _____, and taking into consideration the CRB and LPA's recommendations, all written and oral comments at the public hearing, the analysis by the City's Development Department and the evidence and testimony presented by the parties at the public hearings, granted _____ of the Rezone Petition submitted by the Applicant representing a 2.4-acre parcel of land; and

WHEREAS, at the hearing, the Applicant showed by substantial competent evidence that the Application is consistent with the City of Stuart Comprehensive Plan and Land Development Code of the City, and with the procedural requirements of law; and

WHEREAS, the City of Stuart City Commission has determined the Application is consistent with the overall planning and development goals and objectives of the City of Stuart; and

WHEREAS, the Applicant has committed that its development will comply with all development codes, plans, standards, and conditions approved by the City Commission and that it will bind its successors in title to any such commitments made upon approval of the BMU Zoning Designation.

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

SECTION 1: The foregoing recitals are true and adopted as findings of fact and conclusive of laws.

SECTION 2: A legal description of the “Willie Gary Property” located at 710 SE Martin Luther King Jr. Boulevard, Stuart, is set forth in “**Exhibit A**” attached hereto and made a part hereof by reference. A map depicting the property is attached hereto as “**Exhibit B**” and made a part hereof by reference.

SECTION 3: If any ordinance, or parts of ordinances, or if any sections, or parts of sections, of the Ordinances of the City of Stuart, Florida, are in conflict herewith, this Ordinance shall control to the extent of conflicting provisions.

SECTION 4: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 5: This Ordinance and agreement shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution and acceptance by the Applicant.

SECTION 6: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than forty-five (45) days from the date of this approval, failing to do which this Ordinance shall be void.

SECTION 7: Upon complete execution of this Ordinance, the City Clerk is directed to record this Ordinance in the Public Records of Martin County, Florida.

First read on 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:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this ____ day of _____, 2024.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

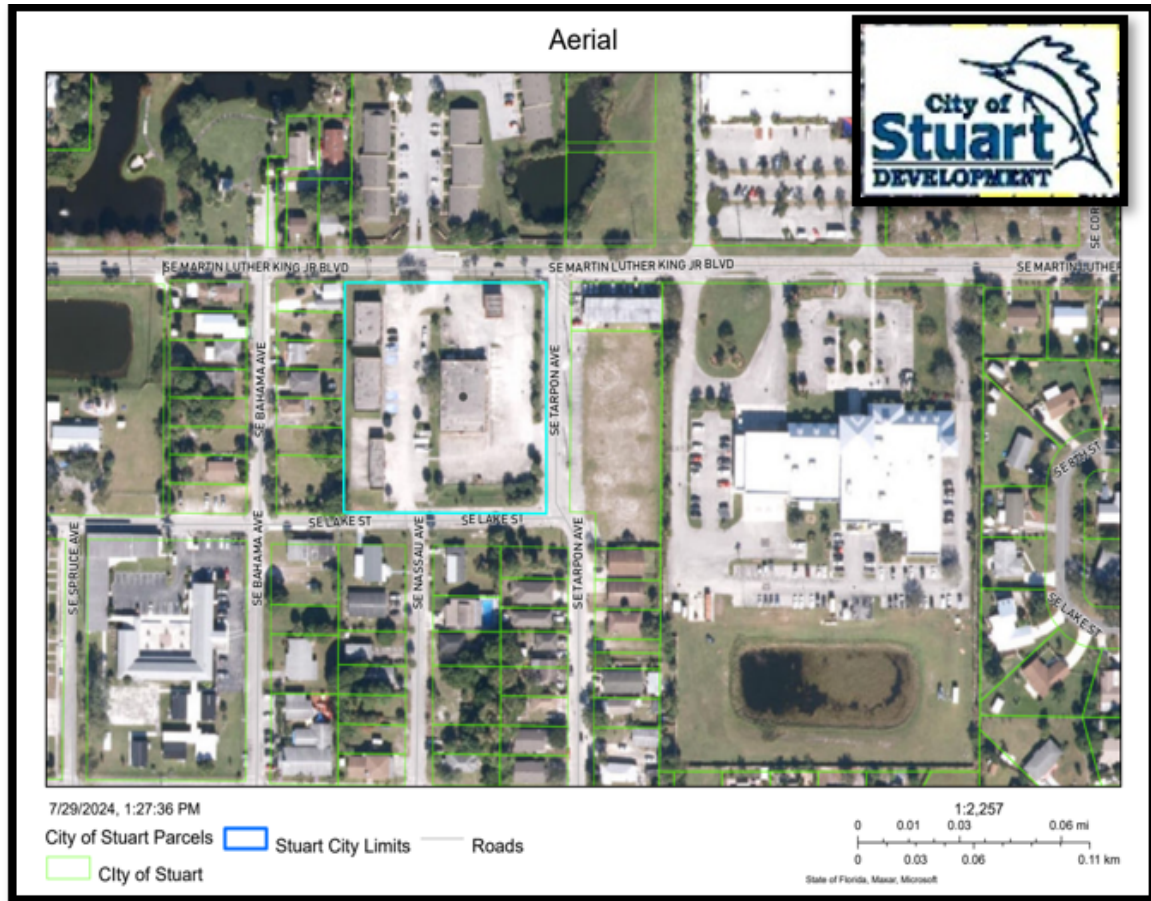
EXHIBIT A – LEGAL DESCRIPTION

THE EAST 497 FEET OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 38 SOUTH, RANGE 41 EAST, LESS THE EAST 142 FEET AND RIGHT OF WAY 40 FEET BY 394.5 FEET TO THE CITY, ACCORDING TO THE PLAT OF D.W.C. RUFFS LITTLE DIXIE ADDITION, PLAT BOOK 9, PAGE 85, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, PUBLIC RECORDS.

ADDRESS: 710 SE MARTIN LUTHER KING JR. BOULEVARD

PARCEL I.D. No.: 04-38-41-000-000-00250-3

EXHIBIT “B” – MAP





CITY OF STUART
DEVELOPMENT DEPARTMENT
REZONE REAL PROPERTY APPLICATION
(including Planned Unit Developments)

Reviewed By: _____

Application must be legible with all relevant fields completed.

Project ID# _____
(Staff Entry)

Pre-App Conference Date:	Application Date: 2024-04-15
Project Name: Project Lift	
Parcel ID# 04-38-41-000-000-00250-3	Project Address: 710 M.L.K Jr Blvd, Stuart, FL 34994
Current Zoning: CPUD	Current Land Use: East Stuart
Proposed Zoning: BMU	Proposed Land Use: East Stuart
Present Use:	Site Area/Acreage: +/- 2.43 Acres
Fees (check box): This does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees.	
Rezoning to CPUD \$3,584.00 ☐	Rezoning to UPUD \$3,584.00 ☐
Rezoning to RPUD \$3,584.00 ☐	Rezoning to UPUD > 5 Bungalow Units \$1,500.00 ☐
Rezoning to MXPUD \$3,584.00 ☐	Rezoning to Public Service PSPUD \$3,584.00 ☐
Rezoning to Industrial IPUD \$3,584.00 ☐	Non-PUD District Rezoning \$1,049.00 ☒
Submittal Requirements: A completed application form, the payment of fees, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, and a site plan. (Note: A concept plan may, at the discretion of the applicant, be submitted instead of a site plan. However, in doing so the applicant acknowledges that a site plan will need to be submitted for City Commission approval prior to making application for a development permit.) The data requirements for a site plan and a concept plan are available at the Development Department.	
Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application. The Local Planning Agency (LPA) is required to hold an advertised public hearing and formulate a recommendation to the City Commission. The City Commission is also required to hold an advertised public hearing after which it may approve, approve with conditions, or deny the application.	
Written justification supporting the application and demonstrating how the application: ➤ Is consistent with the relevant components of the City of Stuart Comprehensive Plan including concurrency with adopted levels-of-service for utilities/facilities and compatibility with existing/planned uses and ➤ Complies with the relevant development standards of the City of Stuart Land Development Code (include additional pages if needed).	
(over)	

General Information
(Please Print or Type)

1. Property Owner, Lessee, Contract Purchaser, or Applicant (circle one):

Name:	City of Stuart
Title:	
Company:	City of Stuart
Company Address:	121 SW Flagler Ave, Stuart, FL 34994

City/State/Zip Code:	Stuart/ FL/ 34994
Telephone Number:	772-283-2532
Facsimile Number:	
Email Address (optional):	pgandhi@ci.stuart.fl.us

2. Agent of Record (if any): The following individual is designated as the Agent of Record for the property owner, lessee, or contract purchaser and should receive all correspondence related to the application review.

Name:	Peter J. Van Rens
Title:	P.E.
Company:	Kimley-Horn & Associates
Company Address:	445 24th St. Suite 200

City/State/Zip Code:	Vero Beach/ FL/ 32960
Telephone Number:	772-559-4035
Facsimile Number:	
Email Address (optional):	Peter.VanRens@kimley-horn.com

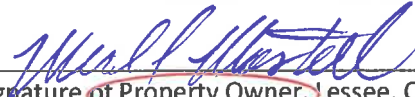
3. The Undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all City expenses associated with the referenced application (s) including time spent by the City's consultants and further acknowledges that payment of consultant fees will be made prior to the receipt of the consultant comments.

Name:	City of Stuart
Title:	
Company:	City of Stuart
Company Address:	121 SW Flagler Ave, Stuart, FL 34994

City/State/Zip Code:	Stuart/ FL/ 34994
Telephone Number:	772-283-2532
Facsimile Number:	
Email Address (optional):	pgandhi@ci.stuart.fl.us

I hereby certify that all information contained herein is true and correct.

4. Signed this 9th day of July, 2024.



Signature of Property Owner, Lessee, Contract Purchaser or Applicant (circle one)

As of January 01, 2020, Any and all notarial certificates prepared under Florida law must indicate whether the principal appeared by means of physical presence or by online notarization. Florida Statue 117.05

(a) For an oath or affirmation:

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____ () By _____ (name of person making statement).

Personally Known OR Produced
Identification Type of Identification Produced

(Signature of Notary Public - State of Florida) (Print, Type, or Stamp of Notary Public)

(b) For an acknowledgment in an individual capacity:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization,
This _____ day of _____ () By _____ (name of person acknowledging).

Personally Known OR Produced
Identification Type of Identification Produced

(Signature of Notary Public - State of Florida) (Print, Type, or Stamp of Notary Public)

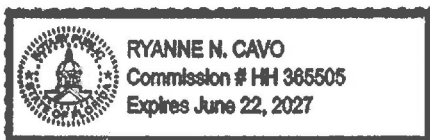
(c) For an acknowledgment in a representative capacity:

STATE OF FLORIDA
COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of ☒ physical presence or _____ online notarization,
This 9th day of July (2024) by Michael J. Mortell, City Manager of the City of Stuart, FL. (name of person) as (type of authority, e.g. officer, trustee, attorney in fact) for (name of party on behalf of whom instrument was executed).

Personally Known OR Produced
Identification Type of Identification Produced

Ryanne N. Cavo
(Signature of Notary Public - State of Florida) (Print, Type, or Stamp of Notary Public)





To: City of Stuart City Commission
From: Jodi Kugler, Development Director
Meeting Date: November 12, 2024
Subject: 710 Martin Luther King Boulevard (*Project Lift*)
Rezone to Commercial Planned Unit Development (CPUD)

GENERAL INFORMATION:

Applicant & Owners: City of Stuart
Community Redevelopment Agency (CRA)
121 SW Flagler Avenue
Stuart, FL 34994

Agent of Record: Kimley-Horn & Associates
Peter Van Rens, P.E.
445 24th Street, Suite 200
Vero Beach, FL 32960

Location: 710 SE Martin Luther King Boulevard, Stuart FL 34994

Parcel I.D.: 04-38-41-000-000-00250-3

Parcel Size: +/-2.4-acres

Existing Land Use: East Stuart Neighborhood Code (ESN)

Existing Zoning: Commercial Planned Unit Development (CPUD)

Proposed Zoning: *Commercial Planned Unit Development (CPUD)*

Existing Use: Abandoned gas station & car wash

Proposed Use: *Vocational Training Facility*

Overlay District: Community Redevelopment Area (CRA)
East Stuart Neighborhood Overlay District

A. Project Description

The applicant is seeking approval for a rezone petition to reestablish the existing Commercial Planned Unit (CPUD) zoning within the East Stuart Neighborhood Code Overlay District to redevelop the 2.4-acre commercial site to accommodate a proposed vocational training facility called “Project Lift”. The property is located at the intersection of Martin Luther King Boulevard and Tarpon Avenue and is within the municipal boundaries of the City of Stuart.



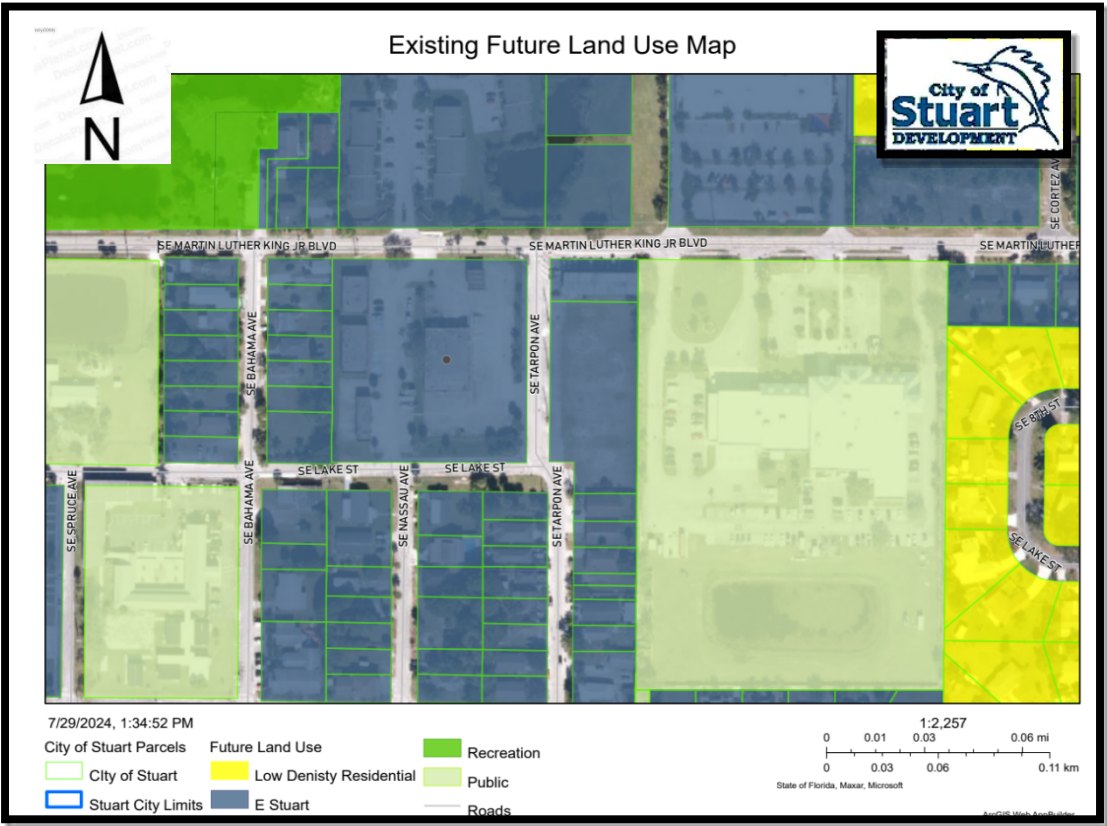
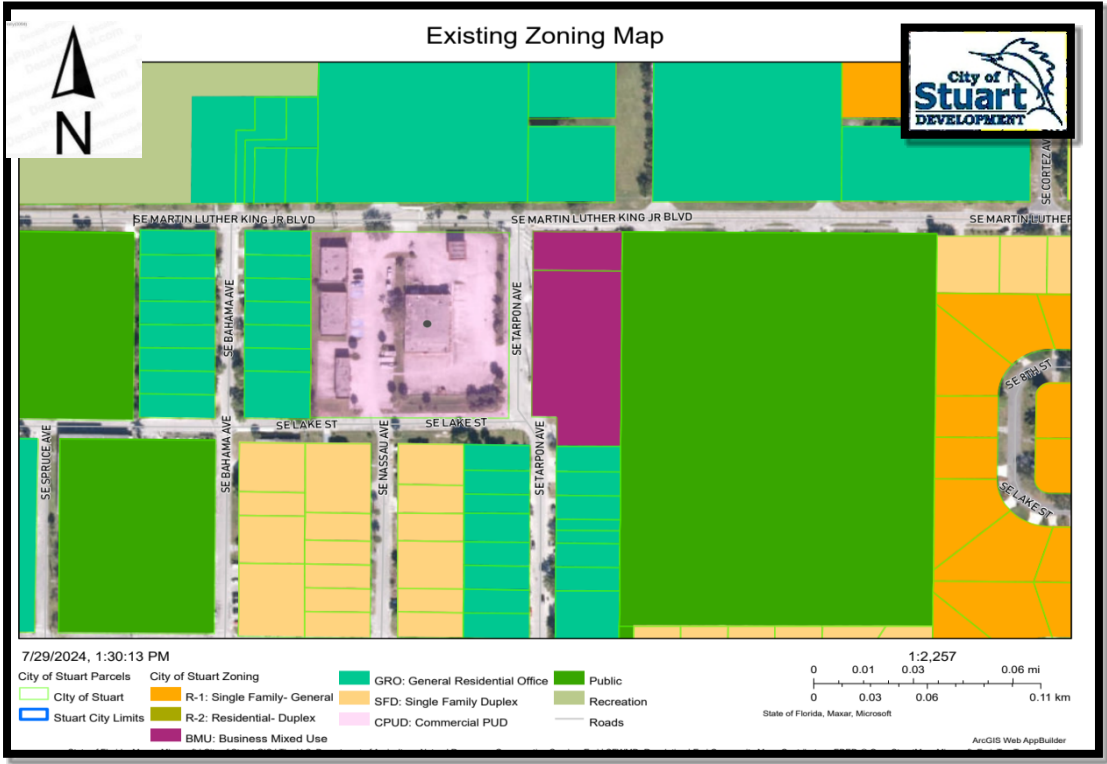
Adjacent Land Use & Zoning:

Location		Zoning District	Future Land Use	Existing Land Use
Subject Property		CPUD: Commercial Planned Unit Development	East Stuart	Gas & Car Wash Facilities
Adjacent Parcels	North	GRO: General Residential Office	East Stuart	Multi-Family
	South	SFD: Single-Family Duplex & GRO: General Residential Office	East Stuart	Single-Family
	East	BMU: Business Mixed Use	East Stuart	Convalescent Home
	West	GRO: General Residential Office	East Stuart	Single-Family

LDC Section 2.07.00. (E) Commercial planned unit development (CPUD) districts.

1. *Location.* A CPUD may be located anywhere in the city in any area defined and described as “multi-family residential,” “commercial,” “industrial,” “public,” “downtown redevelopment,” “neighborhood/special district,” “East Stuart,” or “marine/industrial” by the Future Land Use Element of the City of Stuart’s Comprehensive Plan, and which is suitable and compatible with surrounding areas as determined by the city commission.
2. *Uses Permitted* in a CPUD district. The buildings, structures, land, or water within a CPUD district may be used only for the following purposes:
 - a. Any and all uses set forth in the present zoning classifications of R-1A, R-1, R-3, B-1, B-2, B-3, and B-4 inclusive, providing such uses are compatible with uses on the adjacent property as determined by the city commission.
 - b. Residential uses which are designated to be compatible with the adjacent commercial uses. The residential uses shall not comprise more than 30 percent of the development site excluding the open space, natural vegetation area, and wetlands.
 - c. Commercial residential uses such as apartments, hotels, and resorts provided said uses do not comprise more than 30 percent of the development site excluding the open space, natural vegetation area, and wetlands.
 - d. Commercial uses not specifically set forth in any of the standard zoning categories, but are compatible and of like nature and quality to those commercial uses allowed on B-1, B-2, B-3, or R-3 zoning classifications as determined by the city commission.
3. *Commercial PUD standards.* The following standards shall apply to a CPUD district:
 - a. CPUD standards regarding circulation, parking, utilities, drainage, open space, and other standards shall apply as described in this Code except as modified by the city commission as part of the CPUD ordinance.
 - b. Open space. Not less than 25 percent of the CPUD shall be open space as defined herein. Required open space may include native vegetation areas and landscape buffers between the site and adjacent property; however, other required landscaping such as parking area interior landscaping shall not count towards the open space requirement. In the event that less than 25 percent of the the CPUD is comprised of native vegetation area, then all existing native vegetation areas shall be maintained as part of the required open space.
 - c. Native vegetation. Excluding wetlands defined by the South Florida Water Management District, not less than 25 percent of the total development site shall remain as undeveloped native vegetation area. The required native vegetation area may include open space areas and the landscape buffer between the site and adjacent property; however, other required landscaping shall not count towards the native vegetation requirement. The location of the native vegetation area shall be determined using a study of the site with consideration to the value of existing vegetation.

B. Existing Zoning & Future Land Use Maps



C. Land Development Code Review (LDC)

Land Development Code Section 11.01.09.12. (f) identifies specific policy provisions required to be considered when assessing a request for an Urban Planning Unit Development petition. Staff prepared a review of the petition based on the criteria and provided a detailed analysis based on the specific and applicable criteria as follows.

Pursuant to the Land Development Code Section 11.01.09(G)(2) subsection **a through l**, the factors that the Community Redevelopment Board (*CRB*), Local Planning Agency (*LPA*), and the City Commission shall consider when making its determination are as follows:

Advisory board public hearing.

1. At the public hearing, the advisory board shall hear from all interested parties regarding whether the rezoning application complies with the requirements of this Code and the comprehensive plan. The advisory board shall consider the application, the written comments of each responding department, consultant, and agency as well as the compliance recommendation of the development department.
2. In formulating its recommendation to the city commission, the advisory board shall consider the following criteria:
 - a. The existing land use pattern;
 - b. The possible creation of an isolated district unrelated to adjacent and nearby districts;
 - c. The population density pattern of the area and possible increase or overtaxing of the load on public facilities such as schools, utilities and streets;
 - d. The possible overloading of the city's sewage collection, treatment and disposal facilities;
 - e. The possible overloading of the city's drainage system;
 - f. The existing district boundaries in relation to existing conditions on the subject property;
 - g. The existence of changed or changing conditions which make the passage of the proposed rezoning necessary or appropriate;
 - h. The impact of the proposed rezoning upon living conditions in the adjacent neighborhood;
 - i. The impact of the rezoning upon the flow of light and air to adjacent areas;
 - j. The impact of the proposed rezoning upon property values in the adjacent area;
 - k. The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations; and
 - l. The existence of other adequate sites in the city for the proposed use in districts already permitting such use.

D. Public Notification – CRB

On July 19, 2024, the applicant provided notification letters to property owners located within 300 feet of the proposed petition. One (3) public notification sign detailing the Community Redevelopment Board (*CRB*) and City Commission Public Hearing was posted on the premises.

Revised Public Notices were mailed out within 300 feet of the subject site with the updated Applicant's request and meeting dates.

On September 9, 2024, the City of Stuart City Commission directed staff to reconsider the rezone from the proposed Business Mixed Use (BMU) to amend the existing Commercial Planned Unit Development (CP UD) to allow for a vocational training facility use only.

City of Stuart
Development Department
121 SW Flagler Avenue
Stuart, FL 34994
Ph. 772-288-5300
Fax 772-288-5388

AFFIDAVIT ATTESTING TO NOTIFICATION

Pinal Gandhi-Savdas, City of Stuart, CRA Executive Director, being first duly sworn, depose(s) and say(s):

That (I am / we are) the owner(s) or petitioner(s) of the following described property which constitutes the location for which notification is required:

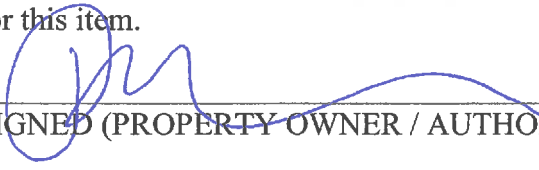
Parcel I.D.: 04-38-41-000-000-00250-3
710 Martin Luther King Jr. Boulevard, Stuart, FL, 34994
Major Amendment to the CPUD (Project# Z24040005)

That a copy of the notice was sent by regular U.S. Mail on (09/12/2024) to the property owners within 300 feet of the subject property; and

A list of the property owners and their addresses is on file with the City of Stuart; and

That a photograph showing the placement of the notification sign be made a part of this Affidavit; and

That notice was sent, and the property was posted 15+ days before the scheduled public hearing(s) for this item.



SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

SIGNED (PROPERTY OWNER / AUTHORIZED AGENT)

STATE OF FLORIDA, COUNTY OF Martin County

Sworn and subscribed before me by means of ✓ physical presence or online notarization, this 13th day of September, 2024 By

Pinal Gandhi-Savdas
Personally Known OR Produced Identification

Type of Identification Produced:

Notary Public, State of FL
(Notary Seal)

My Commission expires:



ALICIA KING
Commission # HH 415665
Expires June 28, 2027



PUBLIC HEARING *Notice*

NOTICE FROM THE CITY OF STUART:

Please be advised that the City of Stuart will conduct the following public hearings for a Major Amendment to the Commercial Planned Unit Development (CPUD) for a Vocational Training facility located at 710 SE Martin Luther King Jr. Blvd. in the East Stuart Neighborhood.

- TUESDAY, OCTOBER 1, 2024, STUART COMMUNITY REDEVELOPMENT BOARD (CRB) AT 4:00 PM
- THURSDAY, OCTOBER 10, 2024, STUART LOCAL PLANNING AGENCY (LPA) AT 5:30 PM
- MONDAY, OCTOBER 14, 2024, STUART CITY COMMISSION AT 5:30 PM
- MONDAY, OCTOBER 28, 2024, STUART CITY COMMISSION AT 5:30 PM

The public hearings will take place in the Stuart City Hall Commission Chambers, located at 121 S. W. Flagler Avenue in Stuart.

All interested parties and citizens may appear and be heard as to any and all matters pertinent to the request. A copy of the application is available for review at the City Development Department office located at 121 S.W. Flagler Avenue in Stuart.



PUBLIC HEARING: Community Redevelopment Board, Local Planning Agency, and City of Stuart City Commission

PETITIONER: City of Stuart

PARCEL ID NO. 04-38-41-000-000-00250-3

PROPERTY ADDRESS: 710 SE Martin Luther King Jr. Blvd.
Stuart, Florida 34994

PETITION(S): Major Amendment to the CPUD
(Project # Z24040005)

PROPOSED REQUEST: The applicant submitted a petition requesting a Major Amendment to the Commercial Planned Unit Development (CPUD) to construct a 12,574-square foot vocational training facility with related parking and drainage improvements.



Jodi Kugler, Development Director
jnentwick@ci.stuart.fl.us
(772) 288-5328

CityofStuart.fl.us/CRA

FOR MORE DETAILS ABOUT
THE PLANS, PLEASE VISIT
THE CITY'S WEBSITE BY
SCANNING THE QR CODE.



NOTICE OF PUBLIC HEARING
MAJOR AMENDMENT TO CPUD (Z24040005)
Property Address: 710 SE Martin Luther King Blvd
Parcel ID: 04-38-41-000-000-00250-3

The applicant submitted a petition requesting a major amendment to the Commercial Planned Unit Development (CPUD) for redevelopment to construct a 12,574-square-foot vocational training facility with related parking and drainage improvements.

STUART COMMUNITY REDEVELOPMENT BOARD (CRB)
Tuesday, October 1, 2024 at 4:00 PM

STUART LOCAL PLANNING AGENCY (LPA)
Thursday, October 10, 2024 at 5:30 PM

STUART CITY COMMISSION
Monday, October 14, 2024 at 5:30 PM
Monday, October 28, 2024 at 5:30 PM

STUART CITY HALL 121 SW FLAGLER AVE 772-288-5326 8:30 AM-4:00 PM
VISIT WWW.CITYOFSTUART.US FOR MORE INFORMATION

NOTICE OF PUBLIC HEARING
MAJOR AMENDMENT TO CPUD (Z24040005)
Property Address: 710 SE Martin Luther King Blvd
Parcel ID: 04-38-41-000-000-00250-3

The applicant submitted a petition requesting a major amendment to the Commercial Planned Unit Development (CPUD) for redevelopment to construct a 12,574-square-foot vocational training facility with related parking and drainage improvements.

STUART COMMUNITY REDEVELOPMENT BOARD (CRB)
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STUART CITY HALL 121 SW FLAGLER AVE 772-288-5326 8:30 AM-4:00 PM
VISIT WWW.CITYOFSTUART.US FOR MORE INFORMATION

NOTICE OF PUBLIC HEARING
PROPOSED AMENDMENT TO CHARTER
The following amendments to the Charter of the City of Houston are proposed for adoption by the City Council at the next regular meeting of the City Council, to be held on Monday, June 15, 2015, at 10:00 a.m. in the City Council Chamber, 1001 Main Street, Houston, Texas 77002.

AMENDMENT NO. 1
Section 1.01, Article I, Chapter 1, of the Charter is amended to read as follows:

Section 1.01. Purpose and Scope of the Charter
The purpose of this Charter is to establish the framework for the governance of the City of Houston, Texas, and to provide for the efficient and effective delivery of city services to the citizens of the City.

AMENDMENT NO. 2
Section 1.02, Article I, Chapter 1, of the Charter is amended to read as follows:

Section 1.02. Principles of Governance
The City of Houston shall be governed by the following principles:

- (a) The City shall be governed in the best interests of the citizens of the City.
- (b) The City shall be governed in a transparent and accountable manner.
- (c) The City shall be governed in a fiscally responsible manner.
- (d) The City shall be governed in a manner that promotes the economic development of the City.
- (e) The City shall be governed in a manner that promotes the cultural and historical heritage of the City.

AMENDMENT NO. 3
Section 1.03, Article I, Chapter 1, of the Charter is amended to read as follows:

Section 1.03. City Council
The City Council shall be the governing body of the City of Houston, Texas, and shall have the authority to enact and amend the Charter of the City, to adopt and amend the City Code, to approve the City Budget, and to oversee the operations of the City.

Sec. 11.01.09. Zoning map change application including planned unit development (PUD).

- A. *General.* The term "rezoning" refers to a change in the zoning district designation for a parcel or parcels as reflected by the city zoning map. Designated zoning districts within the city are:
1. R-1A residential.
 2. R-1 residential.
 3. R-2 residential.
 4. R-3 residential.
 5. B-1 business.
 6. B-2 business.
 7. B-3 business.
 8. B-4 limited business/manufacturing.
 9. P public service.
 10. I industrial.
 11. H hospital.
 12. PUD planned unit development:
 - a. Residential (RPUD);
 - b. Commercial (CPUD);
 - c. Public service (PSPUD);
 - d. Industrial (IPUD);
 - e. Mixed use (MXPUD);
 - f. Urban (UPUD).
 13. Urban code district:
 - a. Urban general (UG);
 - b. Urban center (UC);
 - c. Urban neighborhood (UN);
 - d. Urban highway (UH);
 - e. Urban waterfront (UW).
 14. East Stuart district:
 - a. Business and mixed use (BMU);
 - b. General residential and office (GRO);
 - c. Single-family and duplex (SFD).
 15. S.E. Ocean Boulevard overlay.

Note: Pursuant to subsection 5.03.02.B., an impact to a wetland is prohibited unless the mitigation requirements of that chapter and each of the criteria are satisfied. Further, the proposed impact must be made in the context of a planned unit development (PUD) agreement.

Note: Pursuant to subsection 5.05.02.A.2.c., when no practical alternative exists to locating structures on the site to accommodate a historic tree, a PUD may be applied for to consider the removal and replacement of a historic tree.

- B. *Pre-application conference required.* Prior to filing for a rezoning, the developer shall meet with the city development director and city staff to discuss the development review process and to be informed of which staff members to confer with about the application. No person may rely upon any comment concerning a proposed rezoning, or any expression of any nature about the proposal made by any participant at the pre-application conference as a representation or implication that the proposal will be ultimately approved or rejected in any form.
- C. *Application submittal requirements.* Application forms for a rezoning shall be available from the city development department. A completed application shall be signed by all owners, or their agent, of the property subject to the proposal, and notarized. Signatures by other parties will be accepted only with notarized proof of authorization by the owners. In a case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation and embossed with the corporate seal. Only for a rezoning to a planned unit development (PUD), a concept plan may be submitted as an option to a site plan; however, the applicant will be required to submit a site plan for approval by the city commission prior to submitting an application for a development permit.
- D. *Compliance review procedures.* After receipt of the application, the development department shall follow the review and compliance procedures as set out in section 11.01.01 of this Code. The development director will prepare a staff report and recommendation for consideration by the designated advisory board concerning whether the rezoning application complies with the requirements of the Code. The designated advisory board will be:
 - a. The local planning agency (LPA) if the application is located outside of the defined community redevelopment area (CRA), or
 - b. The community redevelopment board (CRB) if the application is located within the defined community redevelopment area (CRA).
- E. The development director will prepare a staff report and recommendation for consideration by the designated advisory board concerning whether the application complies with the requirements of the Code.
- F. *Public hearing notice.* Notice of the public hearing shall be provided by mailing and by posting the subject property. Requirements for notice of public hearings can be found in section 11.02.00 of this Code.
- G. *Advisory board public hearing.*
 - 1. At the public hearing, the advisory board shall hear from all interested parties regarding whether the rezoning application complies with the requirements of this Code and the comprehensive plan. The advisory board shall consider the application, the written comments of each responding department, consultant, and agency as well as the compliance recommendation of the development department.
 - 2. In formulating its recommendation to the city commission, the advisory board shall consider the following criteria:
 - a. The existing land use pattern;
 - b. The possible creation of an isolated district unrelated to adjacent and nearby districts;
 - c. The population density pattern of the area and possible increase or overtaking of the load on public facilities such as schools, utilities and streets;

-
- d. The possible overloading of the city's sewage collection, treatment and disposal facilities;
 - e. The possible overloading of the city's drainage system;
 - f. The existing district boundaries in relation to existing conditions on the subject property;
 - g. The existence of changed or changing conditions which make the passage of the proposed rezoning necessary or appropriate;
 - h. The impact of the proposed rezoning upon living conditions in the adjacent neighborhood;
 - i. The impact of the rezoning upon the flow of light and air to adjacent areas;
 - j. The impact of the proposed rezoning upon property values in the adjacent area;
 - k. The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations; and
 - l. The existence of other adequate sites in the city for the proposed use in districts already permitting such use.
3. In recommending approval of a rezone application to a PUD zone district, the advisory board may recommend, and the city commission may approve a variation of the strict application of the land development requirements of this Code and may in lieu thereof impose suitable conditions to otherwise attain the objectives of those requirements.
- H. *Report to the city commission.* The development director shall prepare a written report for submittal to the city commission, which includes the recommendation of the advisory board and set a time and place for a public hearing before the city commission.
- I. *City commission public hearing notice.* Notice of the public hearing shall be provided by mailing and by posting the subject property. Requirements for notice of public hearings can be found in section 11.02.00 of this Code.
- J. *City commission public hearing.*
1. Two hearings shall be conducted by the city commission to consider a proposed rezoning. Such hearings may be scheduled on the agenda of a regular city commission meeting but shall be held after 5:00 p.m. and shall be not less than ten calendar days apart.
 2. The rezoning ordinance may be read by title only at the first hearing. The second hearing shall be quasi-judicial in nature. The rezoning ordinance may be adopted at the conclusion of the quasi-judicial hearing.
 3. At the public hearing, the city commission shall hear from all interested parties regarding whether the rezoning application complies with the requirements of this Code and the comprehensive plan. The city commission shall consider the application, the written comments of each responding department, consultant, and agency, the compliance recommendation of the development department, the recommendation of the advisory board.
 4. During the public hearing, the city commission may decide that additional information is necessary to complete its review and may continue the public hearing for this purpose. A continuance shall be to a time certain, shall not exceed 60 working days and shall be announced at the public hearing. Not more than one continuance shall be granted for this purpose.
 5. At the conclusion of the public hearing, or within 30 working days thereafter, the city commission shall determine whether the application is in compliance with the requirements of this Code and the comprehensive plan. The city commission shall adopt an ordinance setting forth its determination.
 6. The determination of the city commission shall be to either find the application:

-
- a. "In compliance"—In the event of a determination of in compliance, the rezoning shall be deemed approved;
 - b. "In compliance subject to stated conditions or modifications"—In the event of a determination of in compliance subject to stated conditions or modifications, the applicant may submit a revised rezoning application with supporting documentation to the department within 45 working days which complies with said conditions and modifications. The development director shall review the plan for a finding of in compliance; or
 - c. "Not in compliance"—In the event of a determination of not in compliance, the application shall be rejected and the specific reasons for such determination with reference to the requirements of this Code shall be stated in the resolution.
- K. *Recordation.* Upon approval of an ordinance rezoning property, the ordinance together with any development conditions, agreements, covenants, maps, and illustrations shall be recorded in the public records of Martin County, Florida, at the expense of the applicant.

(Ord. No. 2409-2019, § 1(App. A), 9-9-19; Ord. No. 2424-2020, § 1, 1-27-20)

Editor's note(s)—See the note to § 11.01.01.

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

Meeting Date: 11/12/2024

Prepared by: Lee Baggett

Title of Item:

JOB DESCRIPTION FOR ENVIRONMENTAL ATTORNEY POSITION

Summary Explanation/Background Information on Agenda Request:

At the Regular City Commission Meeting held on October 14, 2024, the Commissioners received a presentation from local attorney, James "Mac" Stuckey, on the hiring of an additional City Charter Officer in the role of an environmental attorney. Subsequent to the presentation, the City Commission discussed adding an Environmental Attorney to the City Staff. The Commission requested that the topic of discussion be brought back before the City Commission for discussion and deliberation at a future City Commission Meeting. For the benefit of the Commission's discussion, the City Attorney has drafted a job description for the Environmental Attorney position. In Mr. Stuckey's presentation, he proposed general powers and duties, which have also been attached to this agenda item.

Funding Source:

This newly created position was discussed in earlier meetings and has been budgeted in the General Fund Budget, but is funded from the City Attorney's budget.

Recommended Action:

Discuss the Environmental Attorney position and provide City staff with direction.

ATTACHMENTS:

1. Environmental Attorney Job Description Draft
2. Environmental Attorney Job Description Draft w. Stuckey's language

**CITY OF STUART
JOB DESCRIPTION**

Title: ENVIRONMENTAL ATTORNEY
Department: City Attorney
Job Code: 2010
Exempt Status: Exempt

CHARACTERISTICS OF THE CLASS

The Environmental Attorney serves as legal advisor and counsel for the Mayor, City Commission, City Manager, City Attorney, department directors and employees in their official capacity. Performs duties with broad latitude in decision-making and is self-directed. Work is reviewed through conferences, reports, observations and with periodic evaluations based upon achievement of specific goals and an executive and professional level of performance.

EXAMPLES OF ESSENTIAL FUNCTION

1. Renders written legal opinions on matters relating to environmental law.
2. Drafts, reviews, and/or supervises the preparation and passage through the State Legislature of legislative bills affecting the City pertaining to environmental law.
3. Provides full-time devotion to solving any and all issues with the degradation of water quality in the St. Lucie River and Estuary.
4. Provides constant dialogue with all legislators, agencies, and executive departments to achieve a permanent solution to the degradation of water quality in the St. Lucie River and Estuary.
5. Applies for public and private grants for scientific research to collect data to support future policy decisions and potential actions in an effort to stop the sources of pollution to the St. Lucie River and Estuary. Additionally, applies for public and private grants to interpret data and determine what is needed for ecosystem restoration and environmental protection and implement any processes necessary to restore the St. Lucie River and Estuary.

Environmental Attorney - continued

6. Assesses the damage to the St. Lucie River and Estuary by monitoring the water quality on a regular basis by directly testing or obtaining the data from any and all sources necessary.
7. Advises the City Commission on the enactment of potential legislation and/or other actions to achieve acceptable water quality in the St. Lucie River and Estuary.
8. Provides the general public and news media with information on the health of the St. Lucie River and Estuary and other various environmental matters affecting the City of Stuart.
9. Researches and commences any and all appropriate action approved by the City Commission to achieve acceptable water quality in the St. Lucie River and Estuary.
10. Reviews various matters for compliance with applicable environmental laws and ordinances.
11. Prepares, reviews, and approves as to form and sufficiency, City ordinances and resolutions pertaining to environmental law.
12. Performs such other related duties and functions as may be assigned by the City Commission, City Attorney or City Manager.

NOTE: The examples of essential functions listed in this classification specification are not necessarily descriptive of any one position in the class. The omission of an essential function of work does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

REQUIREMENTS

A. Training and Experience:

A law degree from an accredited college of law, membership in "good standing" with The Florida Bar, and substantial experience in environmental law is required. In addition, a license to practice in the United States District Court, Southern District of Florida, shall be required. Experience in one or more of the following is important to the proper functioning of the Office: civil trials, administrative hearings, code enforcement, and environmental law. Possession of a valid state issued ID is required for the position.

B. Knowledge, Abilities and Skills:

Knowledge and understanding of judicial procedures at all judicial levels in state and federal courts.

Knowledge and understanding of City ordinances, codes, regulations, policies, practices, and accepted interpretation of same.

Knowledge of State and Federal Statutory and Constitutional law.

Knowledge and understanding of modern office practices and procedures and standard office legal equipment.

Ability to research and compile information of a technical and complex manner.

Ability to analyze, appraise, and organize the facts, evidence, and precedents concerned in cases.

Ability to present complex findings effectively in oral and written reports.

Ability to present and argue cases in court.

Ability to analyze cases for their value as legal precedents and to determine which cases the City should appeal.

Ability to establish and maintain effective work relationships with other employees, City officials, contractors, professionals, news media, and the general public.

Skill in supervision of staff and public and employee relations.

Skill in effectively dealing with court officials and attorneys.

C. Physical Requirements:

Task involves regular physical effort in standing, sitting, walking, bending, stooping, reaching, pulling, pushing, stretching, and frequent moderate lifting and carrying objects of moderate weight (30+ pounds); and/or the operation

Environmental Attorney - continued

of vehicle, and with standard dexterity in the use of fingers, hands, limbs, or body in the operation of office equipment in which skills and eye-hand coordination are important ingredients of safe and/or productive operations. Task may involve extended periods of time at a keyboard.

D. Environmental Requirements:

Task is regularly performed without exposure to adverse environmental conditions. Position includes site visits to outdoor locations that may be undeveloped.

F. Sensory Requirements:

Task requires color perception and discrimination.
Task requires sound perception and discrimination.
Task requires texture perception and discrimination.
Task requires visual perception and discrimination.
Task requires oral communications ability.

Approved: _____ Date: _____
Human Resources Director

Approved: _____ Date: _____
City Attorney

Received by: _____ Date: _____
Employee

**CITY OF STUART
PROPOSED POWERS AND JOB DUTIES
BY MAC STUCKEY**

1. Devote full time to solving the health crisis which is the degrading of water quality and creation of continuing toxicity in the St. Lucie River.
2. Open constant dialogue with all legislators, agencies, and executive departments demanding a permanent solution to the problem.
3. Apply for public and private grants for scientific research to collect data for legal actions and to determine the sources of pollution. Also apply for public and private grants to determine what is needed for ecosystem restoration and environmental protection and implement those processes necessary to restore the St. Lucie River and its adjacent waterways.
4. Assess the current damage to the St. Lucie River and connected City of Stuart waterways and monitor the water quality on a day-to-day basis. Directly test or obtain the data from Harbor Branch and other testing laboratories necessary to enable the city commission to enact ordinances prohibiting the dumping of pollutants in the river and other waterways which are adjacent to Stuart.
5. Advise the commission on enactment of such ordinances and thereafter bring enforcement actions against government and private polluters upstream.
6. Mount a public information campaign to make the public aware of the health crisis which is being created by state and federal environmental policy, or lack thereof, and demand that all state and federal agencies and private companies who dump their pollution into Lake Okeechobee or any other waterway leading to Stuart and which further degrades the St. Lucie River and endangers the health and property values of Stuart residents be held accountable and ordered to eliminate the discharges. Invite news media such as 60 minutes, NPR, national newspapers and television to visit and see that our city is being slowly poisoned by its own government and expose the politicians who refuse to take viable action.

Environmental Attorney - continued

7. Research and file complaints with the DEP and EPA and all applicable state and federal agencies governing the discharges into the St. Lucie River and pollution thereof. All state and federal regulators, including The Corps of Engineers and SFWMD must be held accountable to uphold the Clean Water Act and stop poisoning the River. Research political donations and file ethics violations against politicians and government administrators who blatantly ignore the problem and receive inappropriate contributions from the groups who want to maintain the status quo.
8. File any necessary state and federal lawsuits to permanently enjoin all discharges from the St. Lucie Canal and other pollution sources and, after receiving the injunctions permanently stopping the discharges, seek compensation from all responsible parties to clean out the river and restore its ecosystems.
9. Continue to monitor and prevent water pollution and air pollution in the City of Stuart and file such information with the courts as necessary to maintain all injunctions in force.