



AGENDA

REGULAR MEETING OF THE STUART CITY COMMISSION

JANUARY 13, 2025

AT 4:00 PM

COMMISSION CHAMBERS

121 SW FLAGLER AVE.

STUART, FLORIDA 34994

CITY COMMISSION

Mayor Campbell Rich

Vice Mayor Christopher Collins

Commissioner Eula R. Clarke

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

PROCLAMATIONS

1. ARBOR DAY - JANUARY 17, 2025
2. MARTIN LUTHER KING JR DAY - JANUARY 20, 2025
3. CELEBRATE LITERACY WEEK - JANUARY 27-31, 2025

PRESENTATIONS

4. SERVICE AWARDS - JANUARY 2025
5. HUMAN TRAFFICKING AWARENESS PRESENTATION AND PROCLAMATION

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

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

CONSENT CALENDAR

6. APPROVAL OF 12/09/2024 CCM MINUTES (RC)
7. FACSIMILE SIGNATURES BANK (RC):

RESOLUTION No. 01-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE USE OF FACSIMILE SIGNATURES ON CHECKS ISSUED BY THE CITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.
8. BUDGET AMENDMENT #5 FIRE STATION 3 TRAFFIC SIGNAL (RC):

RESOLUTION No. 04-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NO. 5 TO THE FY 2025 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR FIRE STATION 3 TRAFFIC SIGNAL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.
9. BUDGET AMENDMENT #6 OLD CITY LANDFILL 2023/2024 ANNUAL MONITORING REPORT (RC):

RESOLUTION No. 05-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NO. 6 TO THE FY 2025 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE OLD CITY LANDFILL 2023/2024 ANNUAL MONITORING REPORT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.
10. LEASE AMENDMENT RENEWAL FOR 171 SW FLAGLER AVENUE (CRARY HOUSE)

WITH CONGRESSMAN BRIAN MAST (RC):

RESOLUTION No. 06-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE EXECUTION OF A DISTRICT OFFICE LEASE AMENDMENT BETWEEN THE CITY OF STUART AND CONGRESSMAN BRIAN MAST FOR THE CRARY HOUSE LOCATED AT 171 SW FLAGLER AVENUE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

11. FDLE DRONE REPLACEMENT REIMBURSEMENT (RC):

RESOLUTION No. 10-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT No. 7 TO THE FISCAL YEAR 2025 BUDGET; APPROPRIATING AND AUTHORIZING THE CITY OF STUART TO ACCEPT REIMBURSEMENT GRANT FUNDS FOR THE PURCHASE OF A DRONE FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

COMMISSION ACTION

12. APPOINTMENT/RATIFICATION OF ADVISORY BOARD MEMBERS (RC):

RESOLUTION No. 03-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPOINTING AND RATIFYING THE MEMBERSHIP OF THE VACANT POSITIONS OF ADVISORY BOARD MEMBERS AND ADOPTING THE MEMBER TERMS FOR THE 2025 CALENDAR YEAR; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

13. ESTABLISH AN ENVIRONMENTAL ATTORNEY SCREENING COMMITTEE (RC):

RESOLUTION No. 08-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE ESTABLISHMENT OF AN ENVIRONMENTAL ATTORNEY SCREENING COMMITTEE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

14. ADDITION OF EXCEPTION TO ZONING IN PROGRESS (RC):

RESOLUTION No. 09-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADDING AN EXCEPTION TO THE PENDING "ZONING IN PROGRESS" UNDER SECTION 1.04.04, STUART LAND DEVELOPMENT CODE, AS AUTHORIZED IN RESOLUTION 95-2024, FOR ANY COMMERCIAL PROJECT THAT DOES NOT INCLUDE A MULTI-RESIDENTIAL COMPONENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

ADJOURNMENT

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

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

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

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

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

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

Meeting Date: 1/13/2025

Prepared by: Susej Meleqi

Title of Item:

ARBOR DAY - JANUARY 17, 2025

Summary Explanation/Background Information on Agenda Request:

Arbor Day was founded in 1872 by J. Sterling Morton in Nebraska City, Nebraska. By the 1920s, each state in the United States had passed public laws that stipulated a certain day to be Arbor Day or Arbor and Bird Day observance. Some states celebrate Arbor Day at different times to take advantage of the best tree planting weather. For example, in the South, Arbor Day is celebrated in January or February, and in the far North, it's celebrated in May.

Funding Source:

N/A

Recommended Action:

Issue Proclamation.

ATTACHMENTS:

1. Arbor Day - January

PROCLAMATION

ARBOR DAY IN THE CITY OF STUART JANUARY 17, 2025

WHEREAS, 153 years ago Arbor Day was first observed in 1872 in Nebraska and is now observed throughout the nation and the world. The City of Stuart is one of 164 Florida cities that have been recognized as a Tree City USA by the Arbor Day Foundation in honor of its commitment to effective urban forest management; and

WHEREAS, trees support our environment by reducing the erosion of our precious topsoil by wind and water, filtering of storm water, producing oxygen and providing a habitat for wildlife. Trees improve our physical health by cleaning the air, reducing exposure to the sun's ultraviolet rays, and decreasing temperatures during the summertime. Trees also support our economy by creating jobs, increasing property values, conserving energy, and enhancing the retail experience in our downtown; and

WHEREAS, The Garden Club of Stuart has tirelessly encouraged the planting of trees and encouraged the care and protection of trees so that we can pass on an enduring heritage of a vital natural resource to succeeding generations. The annual "Tree Giveaway & Native Plant Sale" will be held on Saturday, January 18.

NOW, THEREFORE, I, CAMPBELL RICH, as Mayor of the City of Stuart, Florida do hereby proclaim January 17, 2025, as:

STUART ARBOR DAY

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the City of Stuart Florida to be affixed this day of 13th January, 2025.

CAMPBELL RICH
MAYOR

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

Meeting Date: 1/13/2025

Prepared by: Susej Meleqi

Title of Item:

MARTIN LUTHER KING JR DAY - JANUARY 20, 2025

Summary Explanation/Background Information on Agenda Request:

Martin Luther King Jr. Day is federal holiday in the United States that takes place on the third Monday in January. It honors the life and legacy of civil rights leader Martin Luther King Jr. Each Year the celebration takes place on the Monday closest to his birthday, which is on January 20th.

Funding Source:

N/A

Recommended Action:

Issue Proclamation.

ATTACHMENTS:

1. MLK Day - January

PROCLAMATION

REVEREND MARTIN LUTHER KING, JR. DAY CELEBRATION JANUARY 20, 2025

- WHEREAS,** Reverend Dr. Martin Luther King, Jr. believed that a person's worth should not be measured by color, culture, or class; but rather by their commitment to creating a better life for all in a beloved community; and
- WHEREAS,** Reverend Dr. Martin Luther King, Jr. was a visionary whose courage and determination to balance the scales of social justice changed the world forever; and
- WHEREAS,** The Reverend Dr. Martin Luther King, Jr. Day, is the only Federal Holiday designated as a National Day of Service to encourage all Americans to volunteer to improve their Community and to reflect on Reverend Dr. Martin Luther King, Jr.'s legacy; and
- WHEREAS,** For many years, the City of Stuart has joined with local civic groups throughout Martin County in unity and partnership, to honor the legacy of Reverend Dr. Martin Luther King, Jr. in Stuart/Martin County.

NOW, THEREFORE, I, CAMPBELL RICH, Mayor of the City of Stuart, do hereby proclaim January 20, 2025 as:

REVEREND MARTIN LUTHER KING, JR. DAY CELEBRATION

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 13th day of January, 2025.

CAMPBELL RICH
MAYOR

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

Meeting Date: 1/13/2025

Prepared by: Susej Meleqi

Title of Item:

CELEBRATE LITERACY WEEK - JANUARY 27-31, 2025

Summary Explanation/Background Information on Agenda Request:

Martin Reads is a campaign lead by the Children's Services Council of Martin County to increase the number of children reading on grade-level. The week of January 27-31, 2025, is "Celebrate Literacy Week", Florida provides opportunities for awareness, literacy activities and advocacy of the youth; and

Funding Source:

N/A

Recommended Action:

Issue Proclamation.

ATTACHMENTS:

1. Literacy Week - January

PROCLAMATION
CELEBRATE LITERACY WEEK
JANUARY 27-31, 2025

WHEREAS, Martin Reads seeks to increase awareness and community engagement surrounding literacy in Martin County. A declaration of the week of January 27-31, 2025, as Celebrate Literacy Week, Florida provides opportunities for awareness, literacy activities and advocacy of the youth; and

WHEREAS, children who are unable to read by the third grade are more likely to drop out of high school, engage in criminal activity and experience poverty as adults; and

WHEREAS, Martin Reads is dedicated to increasing the literacy rate of our children to 90% but no less than 70% by the year 2030 with robust partnerships in the community; and

WHEREAS, as a community of excellence, we are committed to having learners that are equipped, knowledgeable and literate.

NOW, THEREFORE, I, CAMPBELL RICH, Mayor of the City of Stuart, Florida do hereby proclaim January 27th through January 31st, 2025, as:

CELEBRATE LITERACY WEEK

All residents are encouraged to join in the effort to increase literacy and support the youth of our community with action and advocacy.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 13th day of January, 2025.

CAMPBELL RICH
MAYOR

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

Meeting Date: 1/13/2025

Prepared by: Kathy Martin

Title of Item:

SERVICE AWARDS - JANUARY 2025

Summary Explanation/Background Information on Agenda Request:

Kathleen Martin	Community Services Dept.	25 years
Claudy Angervil	Police Department	10 years
Cody Zonkoski	Public Works Dept.	5 years

Funding Source:

General Fund

Recommended Action:

Present Awards

ATTACHMENTS:

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

Meeting Date: 1/13/2025

Prepared by: Susej Meleqi

Title of Item:

HUMAN TRAFFICKING AWARENESS PRESENTATION AND PROCLAMATION

Summary Explanation/Background Information on Agenda Request:

A presentation will be given by Lynne Barletta, then a Proclamation from the City will be presented.

Human trafficking is a form of modern-day slavery in which human beings are controlled, abused and exploited for profit through labor and sex, and child sex trafficking is the fastest growing crime in the world. January is recognized as Human Trafficking Awareness month.

Funding Source:

N/A

Recommended Action:

After the Presentation, issue the Proclamation.

ATTACHMENTS:

1. Human Trafficking Awareness - January

PROCLAMATION
HUMAN TRAFFICKING AWARENESS MONTH
JANUARY 2025

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

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

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

NOW, THEREFORE, in recognition of child trafficking, past and present, in the City of Stuart, I, CAMPBELL RICH, Mayor of the City of Stuart, do hereby proclaim January as:

HUMAN TRAFFICKING AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 13th day of January, 2025.

CAMPBELL RICH
MAYOR

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

Meeting Date: 1/13/2025

Prepared by: Nina Mullin

Title of Item:

APPROVAL OF 12/09/2024 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Item

ATTACHMENTS:

1. 12/09/2024 CCM Minutes

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
DECEMBER 9, 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

4:00 PM

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

INVOCATION

Chaplain Edward Skiba, Stuart Police Department, gave the Invocation.

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - LEILA PIERRE, 'STARS OVER STUART' STUDENT - SONG PERFORMANCE

Cancelled.

2. SELECTION OF MAYOR AND VICE MAYOR

4:05 PM MOTION: Approve Commissioner Collins as the next Mayor of City of Stuart for the year 2025.

MOVED BY: Laura Giobbi

SECONDED BY: Christopher Collins

VOTE: 2/3 Motion Did Not Pass.

YES: Laura Giobbi and Christopher Collins

NO: Campbell Rich, Eula Clarke, Sean Reed

4:08 PM MOTION: Approve Commissioner Rich to serve as Mayor for the next year.

MOVED BY: Eula Clarke

SECONDED BY: Sean Reed

Vote: 4/1 Motion Passed.

YES: Campbell Rich, Eula Clarke, Laura Giobbi, Sean Reed

NO: Christopher Collins

4:14 PM MOTION: Approve Commissioner Collins as Vice Mayor.

MOVED BY: Laura Giobbi

SECONDED BY: Christopher Collins

Motion approved unanimously.

**2024 - 2025 Mayor Campbell Rich
2024 - 2025 Vice Mayor Christopher Collins**

PROCLAMATIONS

None.

PRESENTATIONS

3. SERVICE AWARDS - DECEMBER 2024

Johnathan Hatch	Fire Department	10 years	Present
Vito Lorenzo	Police Department	10 years	Present
Rasheed Hall	Commercial Collection Dept.	5 years	Present
Jose Goycocohea	Commercial Collection Dept.	5 years	Present
John Coleman	Building Maintenance Dept.	5 years	Present

COMMENTS BY CITY COMMISSIONERS

Commissioner Reed

- Requested a status update on the Stancavich case.
- Commented on an update on Hamilton's Church and being at a future Commission Meeting.

Jodi Krugler, Development Director, came forward and provided a brief update on the Stancavich case.

Commissioner Giobbi

- Thanked the participants at the meetings and for volunteering their time and wished all a Happy Holiday.

Vice Mayor Collins

- Publicly thanked Police Chief Tuminelli and the Police Department for quick response to an incident in his neighborhood; very important for elected officials and their families to be safe. Also noted it is important for the public to voice their opinions; but it is not

appropriate to drive by a home and take pictures.

Commissioner Clarke

- Commented that Art's Moment was cancelled due to the performer being sick, but in recognition of the holiday, she handed out gifts to all Commissioners, City Manager, City Attorney and City Clerk. Gave recognition to the Artist, Judy Fisher whom celebrates Christmas and Kwanza.
- Congratulated the Mayor and the new Vice Mayor, and hopes to continue to lead in a positive manner.

Mayor Rich

- Echoed colligacy and showing curtesy on the dais.
- Commented on the Tiki Taxi Appreciation Event.
- Commented on the birth center at the Cleveland Clinic being transferred to Tradition Hospital.
- Commented that he and Commissioner Giobbi attended the Opening of Rentak, a Mercedes customization facility, and it was mentioned that there was a lack of affordable housing for their employees.

COMMENTS BY CITY MANAGER

City Manager Mortell

- Reported that this is the only meeting in December. The next City Commission Meeting is January 13, 2025.
- Commented that he was contacted by people who were withdrawn from boards, but this will be addressed on that item.

APPROVAL OF AGENDA

4:38 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. Robert Hamilton - Stuart; Commented on his property and noted lack of responses to emails, and felt he was being laughed at and interrupted.
2. Olga Hamilton - Stuart; Thanked local contractors for their response to a federal contractor issue.
3. Albert Brinkley - Stuart; Commented on a gutter company in East Stuart without the knowledge of the community; felt this only happens in East Stuart.
4. Caryn Hall Yost-Rudge - Stuart; Provided an update to the 11th Circuit Court of Appeals today, appointed an attorney. Submitted handout.
5. Mark Brechbill - Stuart; Commented on threats; and the hospital comment earlier and offered a suggestion to check with the competition.

6. Lily Price - Stuart; Commented on concerns about an incident between her husband and Commissioner Collins and a misuse of power.
7. Marcela Cambor - Stuart; Commented on the character of Mr. Pryce.
8. Raj Patel - Commented on the incident with Douette Pryce, addressed Commissioner Collins on his accusing him of passing by his house.

CONSENT CALENDAR

4. APPROVAL OF 11/12/2024 CCM, 11/7/2024 SCM ZIP WORKSHOP #2, 11/19/2024 SCM ZIP WORKSHOP #3, and 11/25/2024 CCM MINUTES (RC)

5. APPROVAL OF THE 2025 MEETING CALENDAR (RC):

RESOLUTION No. 129-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING THE CITY OF STUART PUBLIC MEETING CALENDAR FOR 2025; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

5:04 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Laura Giobbi

Motion approved unanimously.

COMMISSION ACTION

6. APPOINTMENT OF ALTERNATE CODE ENFORCEMENT MAGISTRATES (RC):

RESOLUTION No. 124-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPOINTING GEMMA TORCIVIA AND BRETT T. LASHLEY AS CODE ENFORCEMENT MAGISTRATES; AND CONFIRMING THE TERMS OF APPOINTMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Lee Baggett, City Attorney, reported on the Resolution, providing two (2) replacement Magistrates for the City.

PUBLIC COMMENT:

1. Caryn Hall Yost-Rudge - Stuart; Commented on Paul Nicoletti being a Magistrate.

5:07 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

7. ADVISORY BOARD MEMBER APPOINTMENTS / RATIFICATION OF TERMS (RC):

RESOLUTION No. 126-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPOINTING AND RATIFYING THE MEMBERSHIP OF THE ADVISORY BOARD MEMBERS AND ADOPTING THE MEMBER TERMS FOR THE 2025 CALENDAR YEAR; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

5:17 PM MOTION: Approve to ratify the boards other than Mr. Hernandez, Mr. Campenni, and Mr. Pryce.

MOVED BY: Christopher Collins

SECONDED BY: Eula Clarke

Motion approved unanimously.

8. ENVIRONMENTAL ATTORNEY JOB DESCRIPTION AND INITIATION OF HIRING PROCESS (RC):

RESOLUTION No. 127-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING JOB DESCRIPTION FOR ENVIRONMENTAL ATTORNEY AND TO INITIATE THE PROCESS OF HIRING AN ENVIRONMENTAL LAWYER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. (RC):

Lee Baggett, City Attorney, confirmed that nothing has changed from the last report to the Commission.

Roz Johnson Strong, Human Resources Director, reported on the hiring process moving forward. The process takes approximately two (2) months.

Vice Mayor Collins suggested Mac Stuckey receive a link from the HR Director in order for him to perform head-hunting services.

Commissioner Clarke commented on the essential environmental function and requested clarification of their duties as the specifics of the description are too general; suggested a report be provided to the Commission annually.

Vice Mayor Collins disagreed and felt it is better to remain broad in the duties identified.

5:23 PM MOTION: Approve.

MOVED BY: Christopher Collins

SECONDED BY: Laura Giobbi

Motion approved unanimously. 5:31 PM

9. APPOINTMENTS OF CITY COMMISSIONERS TO COMMUNITY BOARDS (RC):

RESOLUTION No. 130-2024; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING THE ANNUAL APPOINTMENTS OF CITY OF STUART COMMISSIONERS AS CITY REPRESENTATIVES TO SPECIFIED LOCAL COMMUNITY BOARDS FOR THE 2025 CALENDAR YEAR; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Michael Mortell, City Manager, briefly reviewed the Commissioner Community Boards' listing and suggested the Commissioners consider switching boards from ones they have served on for many terms, keeping them well rounded and informed in the community.

The Commissioners had a brief discussion and decided who would serve on which board.

5:40 PM MOTION: Approve.

MOVED BY: Christopher Collins

SECONDED BY: Eula Clarke

Motion approved unanimously.

10. IMPLEMENTATION OF ZONING IN PROGRESS RECOMMENDATIONS (RC):

RESOLUTION No. 128-2024, A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO DIRECT STAFF ON THE IMPLEMENTATION OF THE ZONING IN PROGRESS AMENDING CERTAIN CHAPTERS OF THE LAND DEVELOPMENT CODE OF THE CITY OF STUART, FLORIDA AS OUTLINED IN EXHIBIT "A" ATTACHED; PROVIDING AN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Michael Mortell, City Manager, reviewed Exhibit A and provided proposed changes.

5:55 PM MOTION: Approve to amend the Resolution to say on December 9, the City Commission told staff to do the following and removal of the Whereas clause, "professionally accepted material item".

MOVED BY: Christopher Collins

SECONDED BY: Laura Giobbi

Motion approved unanimously. 9:10 PM

PUBLIC COMMENT:

1. John Gonzalez - Stuart; On behalf of the Realtors of the Treasure Coast, commented in opposition to moving forward with the ZIP recommendations, request to vote no on changes.
2. Christine Bearse - Palm City; President of Martin County Realtors of Treasure Coast, opposed to ZIP and changes.
3. Ronnie Kirchman - Stuart; Commercial Contractor but does not build multi-family, asked to pull commercial from the ZIP.
4. Ryan Hanser - Stuart; Local Contractor, residential sector, he stated that he thinks he should be allowed to continue.

5. Ben Talbert - Jensen Beach; Commented that ZIP is affecting his business.

Vice Mayor Collins commented that he has no issue with pulling out the commercial component that does not include multi-family.

6. Deb Fraiser - Port St. Lucie; Treasure Coast Builders Assoc., requested that commercial be removed entirely.

7. Walter Loyd - Stuart; establishment of culture being ignored in keeping Stuart a small coastal town.

8. Jerry Gore Sr. - Stuart; Concerned about the effect on the economy in his community.

9. Joseph Cooper - Stuart; Commented on the economic impact.

10. Jeff Bowers - Stuart; Masterpiece Design Build owner, property owner on Colorado Avenue, asked the Commissioners to slow down.

11. Marcela Cambor - Commented on a rejection letter stating the Exhibit is unclear; asked direct staff; remove any hindrance on single family homes.

12. Albert Brinkley - Stuart; Commented on gentrification in East Stuart.

13. Frank McChrystal - Stuart; Commented on misinformation. Kudos to the Commissioners.

14. Donald Duffy - Stuart; Commented on the construction in his neighborhood, wants growth but at what cost.

***** 6:32PM RECESS *****

***** 6:46 PM RECONVENED *****

City Manager Mortell continued to review the changes listed in Resolution.

Commissioners discussed each change with questions and clarification from the City Manager.

Chapter 2.03.06

7:10 PM MOTION: Approve multifamily density with 800 square feet basis for reduction of density.

MOVED BY: Christopher Collins

SECONDED BY: Laura Giobbi

Vote: 3/2 Motion Passed.

Yes: Christopher Collins, Sean Reed, Laura Giobbi

No: Campbell Rich, Eula Clarke

Chapter 2.03.09

7:12 PM MOTION: Approve no parking waiver for anything full parking calculations on both commercial and residential.

MOVED BY: Christopher Collins

SECONDED BY: Laura Giobbi

Vote: 3/2 Motion Passed.

Yes: Christopher Collins, Sean Reed, Laura Giobbi

No: Campbell Rich, Eula Clarke

Chapter 2.04.02

7:36 PM MOTION: Approve to restore back to 6,000 square feet.

MOVED BY: Christopher Collins

SECONDED BY: Laura Giobbi

Vote: 3/2 Motion Passed.

Yes: Christopher Collins, Sean Reed, Laura Giobbi

No: Campbell Rich, Eula Clarke

Chapter 2.04.02A

7:40 PM MOTION: Approve minimum lot width must be 50 feet as defined by code.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

Chapter 6.09.00

7:58 PM MOTION: Approve to update the form base code to include "City Wide".

MOVED BY: Christopher Collins

SECONDED BY: Laura Giobbi

Vote: 3/2 Motion Passed.

Yes: Christopher Collins, Sean Reed, Laura Giobbi

No: Campbell Rich, Eula Clarke

Chapter 6.09.02

8:00 PM MOTION: Approve to update the form base code to include "City Wide".

MOVED BY: Christopher Collins

SECONDED BY: Eula Clarke

Motion approved unanimously.

Chapter 2.06.15

City Manager is bringing back information.

Chapter 2.02.02

8:14 PM MOTION: Approve to limit self storage to warehouse.

MOVED BY: Christopher Collins

SECONDED BY: Laura Giobbi

Motion approved unanimously.

No Chapter

8:16 PM MOTION: Approve to remove entirely "1/2 units shall be removed from code".

MOVED BY: Christopher Collins

SECONDED BY: Laura Giobbi

Vote: 3/2 Motion Passed.

Yes: Christopher Collins, Sean Reed, Laura Giobbi

No: Campbell Rich, Eula Clarke

No Chapter

8:34 PM MOTION: Approve to add Business Mixed Use (BMU) and General Residential and Office (GRO) for other than single-family residential will also require commission action.

MOVED BY: Christopher Collins

SECONDED BY: Sean Reed

Vote: 4/1 Motion Passed.

Yes: Christopher Collins, Sean Reed, Laura Giobbi, Eula Clarke

No: Campbell Rich

***** 8:34 PM RECESS *****

***** 8:44 PM RECONVENED *****

No Chapter (Density Bonus)

8:55 PM MOTION: Approve to reduce the density bonus from thirty (30) to five (5) over the amount that was allowed by right and all properties that are currently built will be deemed conforming as long as they were built before September 4, 2024.

MOVED BY: Christopher Collins

SECONDED BY: Laura Giobbi

Vote: 3/2 Motion Passed.

Yes: Christopher Collins, Sean Reed, Laura Giobbi

No: Campbell Rich, Eula Clarke

Chapter 6.01.03

8:58 PM MOTION: Approve to allow parking for conforming to increase .5.

MOVED BY: Christopher Collins

SECONDED BY: Laura Giobbi

Vote: 3/2 Motion Passed.

Yes: Christopher Collins, Sean Reed, Laura Giobbi

No: Campbell Rich, Eula Clarke

Chapter 6.04.02

9:01 PM MOTION: Approve to increase shade tree calculation for multifamily by 60%.

MOVED BY: Christopher Collins

SECONDED BY: Laura Giobbi

Motion approved unanimously.

9:13 PM MOTION: Approve to do a Resolution to be re-adopted at the next meeting with language that as long as the application does not include any multifamily or anything that is essentially affected by ZIP options, then it can move forward.

MOVED BY: Sean Reed

SECONDED BY: Laura Giobbi

Motion approved unanimously.

City Manager Mortell confirmed the Local Planning Agency (LPA), Community Redevelopment Board (CRB) and City Commission Meeting dates will be posted at East Stuart Community Center.

ORDINANCE SECOND READING

None.

ORDINANCE FIRST READING

None.

DISCUSSION AND DELIBERATION

11. EAST STUART HISTORICAL ADVISORY COMMITTEE BY-LAWS REVIEW

Mike Mortell, City Manager, briefly provided the history of the East Stuart Historical Advisory Committee, its purpose, and need. Meetings would better serve as needed as opposed to automatically being scheduled quarterly. The Board agreed that the City Manager bring back the ESHAC By-Laws with language that meetings would be held on an as-needed basis.

ADJOURNMENT

9:26 PM

Mary R. Kindel, City Clerk

Campbell Rich, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 13th day of January, 2024.**

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

Meeting Date: 1/13/2025

Prepared by: Susej Meleqi

Title of Item:

FACSIMILE SIGNATURES BANK (RC):

RESOLUTION No. 01-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE USE OF FACSIMILE SIGNATURES ON CHECKS ISSUED BY THE CITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Each year after the reorganization of the City Commission, it is necessary for the Board to pass a Resolution adopting the proper signatures for the Mayor and Clerk. The signatures are affixed to all payroll checks as well as other expenditures and must be verified and authorized in advance.

Funding Source:

N/A

Recommended Action:

Motion to approve Resolution No. 01-2025.

ATTACHMENTS:

1. R01-2025 Facsimile Signature Bank
2. R01-2025 Facsimile Signature Bank_Exhibit A



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

RESOLUTION NUMBER 01-2025

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA AUTHORIZING
THE USE OF FACSIMILE SIGNATURES ON
CHECKS ISSUED BY THE CITY; PROVIDING AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, it is expedient that the City utilize a facsimile signature of the Mayor and City Clerk on checks issued by the City and drawn upon funds of the City on deposit with the Seacoast National Bank and Trust.

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

SECTION 1: The City Commission hereby adopts the following facsimile signatures for the Mayor and City Clerk for use as authorized signatures on all checks issued by the City and drawn upon funds of the City on deposit at the Bank and all other institutions having on deposit funds of the City, and as attached hereto as “Exhibit A”.

SECTION 2: A certified copy of this resolution shall be sent by the City Clerk via electronic mail to the Bank and to all other institutions having on deposit funds of the City.

SECTION 3: This Resolution shall remain in effect and may be relied upon by the Bank and all other institutions having on deposit funds of the City until notice of its recession by the City Commission has been communicated to such bank and other institutions via electronic mail by the City Clerk.

SECTION 4: This resolution shall take effect upon adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

Exhibit A

Mary R. Kindel
DRAFT

by
DRAFT

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

Meeting Date: 1/13/2025

Prepared by: Milton Leggett

Title of Item:

BUDGET AMENDMENT #5 FIRE STATION 3 TRAFFIC SIGNAL (RC):

RESOLUTION No. 04-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NO. 5 TO THE FY 2025 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR FIRE STATION 3 TRAFFIC SIGNAL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

FIRE STATION 3 TRAFFIC SIGNAL.

Funding Source:

FROM: TRANSPORTATION IMPACT FEES - 001-38100-000 - \$89,513.00

TO: TRANSPORTATION - 001-56563-230 - \$89,513.00

Recommended Action:

APPROVE RESOLUTION NO. 04-2025

ATTACHMENTS:

1. IMPACT FEE LIST
2. TRAFFIC CONTROL DEVICES SHEET
3. R04-2025 - BA#5 FIRE STATION 3 TRAFFIC SIGNAL

2023 Annual Transportation Improvement (ATI) List

PRIORITY	LOCATION	PROPOSED IMPROVEMENTS	MANAGING AGENCY	ESTIMATED DESIGN COST	ESTIMATED PERMITTING COST	ESTIMATED CONSTRUCTION COST	ESTIMATED CEI COST	ESTIMATED TOTAL COST
1	NW Dixie Hwy / NW Alice St Intersection	Southbound left turn lane and traffic signal	CITY	\$0	\$9,000	\$432,170	\$43,300	\$484,470
2	NW Green River Parkway / Fire Station 3	New emergency traffic signal	CITY	\$25,000	\$910	\$261,800	\$0	\$191,800 ¹
3	SE Indian St / SE Willoughby Blvd	Second eastbound and westbound left turn lane; replacement of existing traffic signal	COUNTY	\$55,000	\$0	\$857,440	\$0	\$912,440
4	SE Commerce Ave / SE Fischer St	Northbound left turn lane (includes elimination of northbound left turn lane at SE Indian St)	COUNTY	\$35,000	\$2,000	\$345,000	\$0	\$382,000
5	SE Fischer St / SR-5 (US-1 / SE Federal Hwy)	Westbound right turn lane; modification of existing traffic signal						
Available Impact Fees \$2,206,000 Total Cost: \$1,970,710 Balance of Impact Fees: \$235,290								

This value represents 67% of the total cost of \$287,710.
*(Signings below considering everything except #2 I am verifying with Finance and City CIP)
Concurrence:
I will re-submit by 4/15/23*

Mrs. J. L. Martinez

¹ This value represents 67% of the total cost of \$287,710
 *Signing below confirms & Concurrent
 I will respond 4/15/23

Mike Mortell,
City of Stuart Manager

1

Date
Don G. Donaldson, P.E., CFM Martin County Administrator



Corporate Office
242 North Westmonte Drive
Altamonte Springs, FL 32714

Phone - 407.869.5300
Fax - 407.682.0076

www.TCD-USA.com

Local Offices

Altamonte Springs, FL
Deland, FL
Groveland, FL
Jacksonville, FL
Port St. Lucie, FL
Punta Gorda, FL
Rockledge, FL
Tampa, FL
Dallas, TX
Houston, TX
San Antonio, TX
Salisbury, NC

To:	City Of Stuart	Contact:	Marc Rogolino
Address:	121 SW Flagler Ave. Stuart, FL 34994	Phone:	(772) 288-5300
Project Name:	0603-24 Stuart - Fire Station No. 3 Signalization	Fax:	
Project Location:	3473 NW Green River Pkwy, Stuart, FL	Bid Number:	
		Bid Date:	8/15/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
600C	Mobilization 10 Calendar Days, Business Hours.	1.00	EACH	\$1,700.00	\$1,700.00
0102 1	MAINTENANCE OF TRAFFIC	1.00	LS	\$15,782.00	\$15,782.00
630 2 11	2" PVC Conduit, (Open Trench) (F&I)	972.00	LF	\$17.00	\$16,524.00
0632 7 1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, F&I	1.00	INT	\$10,241.00	\$10,241.00
0632 7 2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, F&I	982.00	LF	\$6.00	\$5,892.00
0633 1 121	FIBER OPTIC CABLE, F&I, UNDERGROUND, 2-12 FIBERS	104.00	LF	\$4.50	\$468.00
0633 2 31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	8.00	EACH	\$136.00	\$1,088.00
0633 2 32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	16.00	EACH	\$162.00	\$2,592.00
0633 3 12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	1.00	EACH	\$205.00	\$205.00
635 2 11	Pull & Junction Boxes (composite Lid) (polymer Concrete) (F&I)	5.00	EACH	\$1,253.00	\$6,265.00
635 2 12	Pull & Junction Boxes, Fiber Optics, 24" X 36" X 24" (F&I)	2.00	EACH	\$2,472.00	\$4,944.00
639 1 12	Electrical Power Service (F&I)	1.00	AMBY	\$3,114.00	\$3,114.00
0639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	1.00	EACH	\$1,909.00	\$1,909.00
0639 2 1	ELECTRICAL SERVICE WIRE, F&I	265.00	LF	\$9.00	\$2,385.00
0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	1.00	EACH	\$2,246.00	\$2,246.00
0649 21 21	STEEL MAST ARM ASSEMBLY, F&I, SINGLE ARM 78'	1.00	EACH	\$96,641.00	\$96,641.00
650 1 34	Traffic Signal (3 Sect)(1 Direct)(lightweight)(F&I)	2.00	AMBY	\$1,836.00	\$3,672.00
650 1 35	Traffic Signal (3 Sect)(2-4 Ways)(lightweight)(F&I)	3.00	AMBY	\$5,104.00	\$15,312.00
670 5 110	Traffic Controller Assembly (F&I)	1.00	AMBY	\$38,736.00	\$38,736.00
0671 2 40	TRAFFIC CONTROLLER, MODIFY	1.00	EACH	\$1,012.00	\$1,012.00
0700 1 111	SINGLE POST SIGN, F&I GROUND MOUNT, LESS THAN 12 SF	3.00	AMBY	\$836.00	\$2,508.00
0700 1 600	SINGLE POST SIGN, REMOVE	4.00	AMBY	\$222.00	\$888.00
0700 3 201	SIGN PANEL, F&I OVERHEAD MOUNT, UP TO 12 SF	2.00	EACH	\$1,042.00	\$2,084.00

Total Bid Price: \$236,208.00

Notes:

- This proposal is a unit price proposal. The total sum is an approximate sum based on the estimated quantities on the attached proposal (which is an integral part of this proposal) at the unit prices depicted thereon. The final contract amount of any contract resulting from this proposal shall be based on the quantities actually installed and field verified by the Owner's architect/engineer at these unit prices.
- Our price includes Insurance.
- All work is guaranteed to be installed in accordance with the latest applicable Code regulations, and to be free from mechanical and electrical defects for one year from the date of acceptance.
- No items quoted herein may be "broken out" without prior approval in writing.
- All survey & layout work is to be performed by others.
- This proposal is valid for thirty (30) days from bid date.

8/15/2024 3:34:34 PM

Page 1 of 2

- Asphalt, Concrete Sidewalk and Sodding removal and placement shall be provided by others.
- Electrical permit fees included in this proposal for electrical services associated with TCD work only. All other permits or fees shall be provided by others.
- Per Section 611-2.3 (As-Built Drawings) of the FDOT Standard Specifications for Road and Bridge Construction, we have included the cost of providing the as-built plans for the signalization portion of the work. However, we are excluding the cost to sign & seal these as-built drawings. The cost to sign & seal the as-built drawings, as well as all required survey, shall be the responsibility of the General Contractor.
- This proposal is based on TCD be allowed to perform all drilled shaft installations during the daytime hours. We have not included any concrete plant opening fees. If drilled shafts need to be installed after hours, there will be an additional charge for the concrete plant opening fees.
- TCD reserves the right to negotiate mutually agreeable terms and conditions before entering in to an agreement.
- Based upon a review of the bid documents, TCD provides notice that some of the materials required to perform the Work are subject to extraordinary industry-wide delays, up to one year for delivery in some cases, which may impact the scheduled completion date for the Work. TCD will therefore not accept liability for delay or cost escalation arising from the untimely delivery of materials for the project.

Payment Terms:

Payments are to be made to us by the tenth day of the month for all work installed and materials placed on the job site during the preceding month. Final Payment including retainage, if any, will be due not more than thirty (30) days after completion and acceptance of the work. Any contract resulting from this proposal shall be on the terms and conditions mutually acceptable to the Purchaser and Traffic Control Devices, LLC

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Traffic Control Devices, LLC Authorized Signature:  Estimator: Doug Burch (407) 869-5300 d.burch@tcd-usa.com
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**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 04-2025

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA, AUTHORIZING
BUDGET AMENDMENT No. 5 TO THE FY 2025
BUDGET; APPROPRIATING AND AUTHORIZING
THE EXPENDITURE OF FUNDS FOR FIRE
STATION 3 TRAFFIC SIGNAL; PROVIDING AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the City of Stuart (“City”) adopts a balanced budget annual for Revenues and Appropriations as part of the Fiscal Year Operating Budget which is intended to provide for the general operations of the City and the various funds, anticipating regular operating costs and expected capital acquisitions, the City monitors and reviews the progress of the operating budget throughout the fiscal year; and

WHEREAS, the City from time to time identifies unexpected or unintended expenditures as well as, additional revenues and possible shortfalls, and therefore, must amend the Fiscal Year Operating Budget to accommodate these variations.

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

SECTION 1:

From: Transportation Impact Fees - 110-38000-000
\$89,513.00

To: Transportation - 001-56563-230
\$89,513.00

SECTION 2: This resolution shall take effect upon adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

City Commission

Meeting Date: 1/13/2025

Prepared by: Peter Kunen

Title of Item:

BUDGET AMENDMENT #6 OLD CITY LANDFILL 2023/2024 ANNUAL MONITORING REPORT (RC):

RESOLUTION No. 05-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NO. 6 TO THE FY 2025 BUDGET; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE OLD CITY LANDFILL 2023/2024 ANNUAL MONITORING REPORT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City currently owns and monitors the Old City Landfill, located southwest of S.E. Monterey Road and S.E. Federal Highway. The City, under Consent Order FDER Case No. 90-1042, is required to monitor the groundwater remediation system currently in place and provide annual reporting to the Florida Department of Environmental Protection (FDEP). The annual reporting consists of water quality and water elevation data collected quarterly.

Due to negotiations to transfer the landfill to a new owner, who would have assumed the responsibility of monitoring and reporting, the City suspended monitoring of the landfill. However, the negotiations between the City and the prospective buyer did not move forward, and FDEP has recently requested the City to submit a report that summarizes the latest groundwater monitoring of the landfill.

Kimley-Horn and Associates (KHA) has provided a scope of services for the preparation of the 2023/2024 Annual Monitoring Report. The compensation to prepare this report shall not exceed \$67,650. However, this line item was not budgeted in the FY 25 Budget. Hence, a Budget Amendment is required to add this line item for \$67,650 to the FY 25 Budget.

Funding Source:

Landfill Monitoring Fund
Revenue - Fund Balance
Appropriation - Operating, Professional Services

Recommended Action:

STAFF RECOMMENDS THE APPROVAL OF RESOLUTION NO. 05-2025 TO ADD THIS LINE ITEM FOR \$67,650 TO THE FY 25 BUDGET

ATTACHMENTS:

1. R06-2025 Budget Amendment No 6 - Old City Landfill 2023-2024 Annual Monitoring Report
2. Exhibit A - KHA Engineering Services for COS Old City Landfill 9.9.2024



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

RESOLUTION NUMBER 06-2025

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA AUTHORIZING
BUDGET AMENDMENT NO. 6 TO THE FISCAL
YEAR 2025 BUDGET; APPROPRIATING AND
AUTHORIZING THE EXPENDITURE OF FUNDS
FOR THE OLD CITY LANDFILL 2023/2024
ANNUAL MONITORING REPORT; PROVIDING
AN EFFECTIVE DATE, AND FOR OTHER
PURPOSES.**

* * * * *

WHEREAS, The City currently owns and monitors the Old City Landfill, located southwest of S.E. Monterey Road and S.E. Federal Highway. The City, under Consent Order FDER Case No. 90-1042, is required to monitor the groundwater remediation system currently in place and provide annual reporting to the Florida Department of Environmental Protection (FDEP). The annual reporting consists of water quality and water elevation data collected quarterly; and

WHEREAS, Due to negotiations to transfer the landfill to a new owner, who would have assumed the responsibility of monitoring and reporting, the City suspended monitoring of the landfill. However, the negotiations between the City and the prospective buyer did not move forward, and FDEP has recently requested the City to submit a report that summarizes the latest groundwater monitoring of the landfill; and

WHEREAS, Kimley-Horn and Associates (KHA) has provided a scope of services for the preparation of the 2023/2024 Annual Monitoring Report. The compensation to prepare this report shall not exceed \$67,650. However, this line item was not budgeted in the FY 25 Budget.

WHEREAS, a Budget Amendment is required to add this line item for \$67,650 to the FY 25 Budget.

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

SECTION 1: The City Commission of the City of Stuart, Florida authorizes to add Budget Amendment No. 6 to the FY 2025 budget; appropriating and authorizing the expenditure of funds in the amount of \$67,650 for the Old City Landfill 2023/2024 Annual Monitoring Report, attached hereto as “Exhibit A.”

SECTION 2: This Resolution shall take effect upon adoption.

Resolution Number 06-2025; Budget Amendment #6
 Old City Landfill 2023/2024 Annual Monitoring Report

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2025.

ATTEST:

 MARY R. KINDEL
 CITY CLERK

 CAMPBELL RICH
 MAYOR

APPROVED AS TO FORM
 AND CORRECTNESS:

 LEE J. BAGGETT, ESQ
 CITY ATTORNEY

“EXHIBIT A”

**KIMLEY-HORN and ASSOCIATES SCOPE OF SERVICES for
“OLD CITY LANDFILL 2023/2024 ANNUAL MONITORING REPORT”**

WORK AUTHORIZATION #__
TO THE AGREEMENT FOR RFQL NO. 2022-400
PROFESSIONAL ENGINEERING SERVICES
BETWEEN THE CITY OF STUART AND
THE FIRM OF
KIMLEY-HORN and ASSOCIATES, INC.

**PROJECT DESCRIPTION: City of Stuart Old City Landfill Monitoring Report –
ENGINEERING SERVICES**

I. PURPOSE

This is an attachment to the Master Agreement for Civil Engineering Services, REI #2022-400 dated January 23, 2023, between the City of Stuart (CITY) and the firm of Kimley-Horn and Associates, Inc. (PROFESSIONAL) and made a part thereof. The purpose of this Project Authorization is to authorize PROFESSIONAL to provide engineering services for Annual Monitoring Report (Report) for the Old City Landfill remediation system. Our project understanding, scope of services and fee follow.

II. PROFESSIONAL'S SERVICE

The City currently owns and monitors the Old City Landfill located southwest of SE Monterey Road and SE Federal Highway. The City, under Consent Order FDER Case No. 90-1042, is to monitor the remediation system currently in place and provide annual reporting to Florida Department of Environmental Protection (FDEP). The annual reporting consists of water quality and water elevation data of the remediation system collected quarterly. The City has been collecting and submitting monitoring reports to FDEP since March 1999, with the latest report submitted on October 2019. The latest report included the seventeenth and eighteenth annual monitoring for reporting period from March 2017 to December 2018. Due to negotiations to transfer the landfill to a new owner, who would have assumed the responsibility of monitoring and reporting, the City suspended monitoring of the landfill. The negotiations between the City and the prospective buyer did not move forward resulting in the City retaining ownership of the landfill. With the recent FDEP request for the City to submit a report that summarizes the latest groundwater monitoring report the City resumed monitoring of the landfill as of August 2023.

The PROFESSIONAL shall provide support engineering services related to review of City collected water quality and water elevation data from the landfill's remediation system along with compiling data to produce the current FDEP annual reporting for the reporting period from August 2023 to June 2024. The PROFESSIONAL will prepare the monitoring report in accordance with Chapter 62-780 of the Florida Administrative Code (F.A.C). The PROFESSIONAL will evaluate the data and make recommendations based on monitoring data results if applicable.

Based on this, the following scope of services will be performed by the PROFESSIONAL:

III. GENERAL SCOPE OF WORK

The PROFESSIONAL'S services shall include, but not be limited to, the Old City Landfill annual monitoring report, consisting of:

Task 1.0 – Review of Historical Data and Compliance Monitoring Requirements

The PROFESSIONAL will review historical data from the previous submitted annual monitoring report, current monitoring plan, and consent agreements to define the applicable information required to be included in the report.

Task 2.0 – Review of Current City Collected Monitoring Data

The PROFESSIONAL will review and evaluate City collected data of the remediation system including of water quality, water elevation, well pumping reports, and maintenance records for the annual period of August 2023 to June 2024. If any information is incomplete the City is responsible to collect applicable data for use of the monitoring report. The PROFESSIONAL will use the collected data to create the required graphics for the applicable zones. This will include historical data tables for the water quality and water elevation recordings from the commencement of compliance monitoring in 1999. The PROFESSIONAL was unable to get access to the original files created for the figures that reflect the groundwater flow direction, sample results, and maps, therefore new figures will need to be generated using GIS software.

Task 3.0 – Compliance Monitoring Reporting

The PROFESSIONAL will prepare compliance monitoring report for submission to FDEP. The report generated will summarize the remediation efforts and provide FDEP with the data from the operation of the remediation system over the reporting period from August 2023 to June 2024 evaluating the remediation system's overall performance since inception. Within the report the PROFESSIONAL will provide the historical information of the monitoring plan and sampling results, figures that reflect the groundwater flow direction, sample results, and maps. The PROFESSIONAL will respond to one (1) Request for Additional Information (RAI). Please note this report will only include information and sample results related to ERIC_11398 City of Stuart Old Landfill and the contaminants that are associated with the Consent Order FDER Case No. 90-1042.

Task 4.0 – Meetings

The PROFESSIONAL will prepare for and attend two (2) meetings via Teams or similar platform with the City and FDEP. The first meeting has already been conducted and included a request for clarification from FDEP for the information to be included in the Report.

ADDITIONAL ITEMS

PROFESSIONAL can include the following tasks via an additional authorization or amendment to this authorization, but are not included within this scope and Work Authorization:

- No Further Action proposal that includes a proposed Risk Management Option being recommended
- Additional assessment and reporting of other potential contaminants, not included in the ERIC_11398 City of Stuart Old Landfill and Consent Order FDER Case No. 90-1042
- Site Rehabilitation Completion Report

IV. WARRANTY

The PROFESSIONAL warrants that the services provided as a result of this Work Authorization are complete, correct and suitable for the purpose intended.

V. DELIVERABLES

- Draft Annual Monitoring Report
- Final Annual Monitoring Report

VI. PLANS AND DOCUMENT OWNERSHIP

None provided.

VII. SCHEDULES AND TIME CONSTRAINTS

PROFESSIONAL will complete the following task items:

Draft Report	Six (6) weeks from Notice to Proceed
Final Report	Two (2) weeks after receipt of comments and closeout of RAIs

VIII. COMPENSATION

Payment for all services will be in accordance with the Standard Agreement for Professional Engineering Services. Total compensation shall be based on the man hours shown on Exhibit A, which includes all services, material, supplies and any other items or requirements necessary to complete the work as described herein including but not limited to out of pocket expenses, such as identifiable communication expenses, reproduction costs, postage, printing, copying, long distance telephone, and profit in an amount equal to 100% of actual salary cost and reimbursement of actual direct non-salary expenses shall not exceed **\$67,650** dollars.

IX. ADDITIONAL TERMS

All exclusions and additional provisions agreed to in the original Agreement are to remain in full effect during the implementation of the project.

"Remainder of Page Intentionally Left Blank"

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

PROFESSIONAL: **KIMLEY-HORN AND ASSOCIATES, INC.**

By: _____
(Signature)

BY: Kevin Schanen, P.E., Sr. Vice President / Principal
Corporate Officer Name and Title

Date: _____

ATTEST: _____

APPROVED AS TO COMPLIANCE WITH PURCHASING & CONTRACTS POLICIES AND PROCEDURES

Amanda Salen
Financial Services Assistant Director

Date _____

TECHNICAL PROVISIONS OF CONTRACT AND BUDGETARY REQUIREMENTS APPROVED

Peter Kunen, P.E.
Utilities and Engineering Director

Date _____

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF STUART CITY ONLY

Lee Baggett
City Attorney

Date _____

CITY CLERK

Mary Kindel
City Clerk

Date _____

EXHIBIT A
RFP No. 2022-400

Professional Engineering Services

SCHEDULE OF HOURLY BILLING RATES

Principal	\$ 305.00
Project Manager	\$ 265.00
Assistant Project Manager	\$ 240.00
Senior Engineer	\$ 230.00
Engineering Analyst	\$ 175.00
Engineering Technician	\$ 125.00
Field Representative	\$ 135.00
Office Manger	\$ 90.00
Support Staff	\$ 70.00

EXHIBIT B

“ESTIMATED FOR ENGINEERING SERVICES”

EXHIBIT B

ESTIMATE FOR ENGINEERING SERVICES

PROJECT: City of Stuart - Old City Landfill Monitoring Report								SHEET	1	OF	1		
CLIENT: CITY OF STUART UTILITIES								FILE NO.	1				
ESTIMATOR: MAR/ALC								DATE:	9/6/2024				
BASIS FOR ESTIMATE:													
City of Stuart - Old City Landfill Monitoring Report													
DESCRIPTION: City of Stuart - Old City Landfilling Site Rehabilitation Completion Report Assistance				DIRECT LABOR (MAN-HOURS)									
						ASST						Dir Exp SUB	LINE TOTAL
				PRIN	PROJ	PROJ	SENIOR	ENG	ENG	CLK			
		MGR	MGR	ENG	ANALYST	TECH							
NO.	TASK												
1	Review of Historical Data and Compliance Monitoring Requirements												
	Review of Historical Data Results			2	2	18			2		\$5,600		
	Review Compliance Monitoring Requirements			2	2	6					\$2,580		
2	Review of Historical Data and Compliance Monitoring Requirements												
	Review Sampling Results (August 2023 - June 2024)			2	8	8			16	2	\$6,790		
	Add Monitoring Data from August 2023 to June 2024 to Existing Data Files				4	4		10	34		\$8,020		
	Re-create Graphics Base on Collect Data Results				8	36		20	85		\$24,885		
3	Compliance Monitoring Reporting												
	Prepare and Submit Draft Report			4	10	16			10	6	\$9,380		
	Respond to one (1) RAIs			2	4	8					\$3,590		
	Prepare and Submit Final Report				4	8				4	\$3,260		
	QC Report			4							\$1,220		
4	Meetings												
	Two (2) meetings				4	4					\$2,020		
	Subtotal										\$67,345		
	Hour Total			16	46	108	0	30	145	14	359		
	LABOR (\$/HOUR)			305	265	240	230	175	125	70			
	TOTAL KHA			\$4,880	\$12,190	\$25,920	\$0	\$5,250	\$18,125	\$980	0 \$67,345		

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

Meeting Date: 1/13/2025

Prepared by: Ryanne Cavo

Title of Item:

LEASE AMENDMENT RENEWAL FOR 171 SW FLAGLER AVENUE (CRARY HOUSE) WITH CONGRESSMAN BRIAN MAST (RC):

RESOLUTION No. 06-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE EXECUTION OF A DISTRICT OFFICE LEASE AMENDMENT BETWEEN THE CITY OF STUART AND CONGRESSMAN BRIAN MAST FOR THE CRARY HOUSE LOCATED AT 171 SW FLAGLER AVENUE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Congressman Brian Mast won his fifth term as the representative for Florida's 21st Congressional district, which includes northern Palm Beach County, Martin County, and St. Lucie County. Congressman Mast has leased and utilized the Crary House as his District office from the City of Stuart since January 2017. Congressman Brian Mast seeks to continue leasing and using the Crary House as his District Office, and wishes to execute a District Office Lease Amendment with the City of Stuart, for the 1,400 square foot building during his term of office.

Funding Source:

N/A

Recommended Action:

Approve Resolution No. 06-2025.

ATTACHMENTS:

1. R06-2025 Lease Amendment for Crary House
2. R06-2025 Lease Amendment for 171 SW Flagler Ave (Crary House)
3. R06-2024 W-9 Form_A



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

RESOLUTION NUMBER 06-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZE EXECUTION OF A DISTRICT OFFICE LEASE AMENDMENT BETWEEN THE CITY OF STUART AND CONGRESSMAN BRIAN MAST FOR THE CRARY HOUSE LOCATED AT 171 SW FLAGLER AVENUE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City owns the building at 171 SW Flagler Avenue in the City of Stuart, more commonly known as the “Crary House;” it having been donated to the City by Donna Dorney, in loving memory of her parents, Mildred Marie Moore and Elmer E. Moore; and

WHEREAS, Congressman Brian Mast seeks to continue using the Crary House as his District Office, and to execute a District Office Lease Amendment with the City of Stuart for the 1,400 square foot building during his term of office; and

WHEREAS, the City Commission finds that it is befitting to use the Crary House as an office for a sitting Member of Congress, since one of the former owners, Evans Crary, was a State Legislator beginning in 1936.

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

SECTION 1: The Mayor and City Clerk are hereby authorized and directed to execute a Lease Amendment between the City of Stuart and Congressman Brian Mast extending the Lease from January 2, 2025 to January 2, 2027, which is the end of the constitutional term of the 119th Congress. A copy of the executed District Office Lease Amendment will be on file in the Office of the City Clerk.

SECTION 2: This Resolution shall take effect upon adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 13th day of January, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Amendment

(Page 1 of 2 – 119th Congress)

1. **Prior Lease Term.** The undersigned Landlord (“Lessor”) and Member of the U. S. House of Representatives (“Lessee”) agree that they previously entered into a District Office Lease (“Lease”) (along with the District Office Lease Attachment), which covered the period from January 3, 2023 to January 2, 2025 for the lease of office space located at 171 SW Flager Ave in the city, state and ZIP of Stuart, FL 34994.
2. **Extended Term.** If applicable, the above referenced Lease is extended through and including January 2, 2027. (This District Office Lease Amendment (“Amendment”) may not provide for an extension of beyond January 2, 2027, which is the end of the constitutional term of the 119th Congress.
3. **Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be \$1000. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word “NONE” below].

NONE
4. **District Office Lease Attachment for the 119th Congress.** This District Office Lease Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 119th Congress and the District Office Lease Attachment for the 119th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.
5. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
6. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Amendment

(Page 2 of 2 – 119th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

City of Stuart, Florida

Print Name of Lessor/Landlord

Brian J. Mast

Print Name of Lessee

By: _____
Lessor Signature

Lessee Signature

Name: Campbell Rich

Title: Mayor

Date

Date

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

APPROVED AS TO FORM AND
CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

*This District Office Lease Amendment must be accompanied with an executed
District Office Lease Attachment.*

District Office Lease Attachment - Instructions

The District Office Lease Attachment ("Attachment") must accompany *every* Lease or Amendment submitted for a Member/Member-elect's District Office.

THE OFFICE OF ADMINISTRATIVE COUNSEL MUST APPROVE ANY LEASE, AMENDMENT, OR ATTACHMENT PRIOR TO SIGNATURE.

The term of a District Office Lease or Amendment for the 119th Congress may not commence prior to January 3, 2025.

A Member/Member-elect should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 119th Congress, leases should end on January 2, 2027, not December 31, 2026.

- The Member/Member-elect is required to personally sign lease documents.
- The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), including both the "required amenities" and "optional amenities" portions.
- Section B ("Additional Lease Terms") of the Attachment SHALL NOT have any provisions deleted or changed.
- Prior to either party signing a Lease or an Amendment, the Member/Member-elect must submit the proposed Lease or Amendment, accompanied by the Attachment, to the Office of Administrative Counsel ("Administrative Counsel") via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.
- If approved, Administrative Counsel will advise the parties that they can execute the lease documents. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect. The Member/Member-elect will work with the lessor to incorporate all necessary edits to the lease documents. The parties must resubmit revised lease documents to Administrative Counsel until Administrative Counsel approves the lease documentation packet.
- After both parties have executed an approved Lease or the Amendment, accompanied by the Attachment, a copy must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final countersignature and processing.
- Lessor must complete a U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form to allow the House Office of Finance to initiate monthly rental payments pursuant to an approved lease. This form should be submitted along with the completed lease packet. Questions regarding the form should be directed to the Office of Finance (VendorEFT@mail.house.gov; 202-226-2277).
- Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov).

District Office Lease Attachment

(Page 2 of 5 – 119th Congress)

SECTION B (Additional Lease Terms)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance, U.S. House of Representatives, at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice

District Office Lease Attachment

(Page 3 of 5 – 119th Congress)

shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-elect before taking office. Should the Member-elect not take office to serve as a Member of the 119th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall also promptly file a copy of any such notice via e-mail with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to Administrative Counsel by e-mail at leases@mail.house.gov.
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating

District Office Lease Attachment

(Page 4 of 5 – 119th Congress)

systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

District Office Lease Attachment
(Page 5 of 5 – 119th Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

City of Stuart, Florida

Brian J. Mast

Print Name of Lessor/Landlord

Print Name of Lessee

By: _____

Lessee Signature

Lessor Signature

Name: Campbell Rich

Title: Mayor

Date

Date

From the Member's Office, who is the point of contact for questions?

Name Jordan Sejour Phone (202) 525-0630 E-mail jordan.sejour@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____
(Administrative Counsel)

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

APPROVED AS TO FORM AND
CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY

U.S. House of Representatives
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

INSTRUCTIONS

Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. Please complete all sections below, sign and return via the email or fax number listed.

RETURN FORM TO: **vendorEFT@mail.house.gov**

FAX NUMBER: (202) 225-6914

SECTION I UNITED STATES HOUSE OF REPRESENTATIVES INFORMATION

ADDRESS US HOUSE OF REPRESENTATIVES - ACCOUNTING, 3110 O'NEILL HOUSE OFFICE BUILDING, WASHINGTON DC 20515

AGENCY IDENTIFIER 53-6002523

AGENCY LOCATION CODE 4832

TELEPHONE NUMBER (202) 226-2277

SECTION II PAYEE/COMPANY INFORMATION

NAME AS SHOWN ON YOUR INCOME TAX RETURN

BUSINESS NAME/DISREGARDED ENTITY NAME OR DBA, IF DIFFERENT THAN NAME ON YOUR INCOME TAX RETURN

ADDRESS/CITY/STATE/ZIP

Enter the correct Tax Identification Number type

SOCIAL SECURITY NUMBER (SSN)

EMPLOYER TAX ID NUMBER (EIN)

____-____-____ or ____-____-____

CONTACT PERSON NAME

PURCHASE ORDER ADDRESS/CITY/STATE/ZIP

EMAIL

PO EMAIL

TELEPHONE NUMBER

FAX NUMBER

TELEPHONE NUMBER

FAX NUMBER

REMIT TO ADDRESS

CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required)

☐ Individual/Sole Proprietor or Single Member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/Estate

Limited Liability Company. Check the tax classification: ☐ C corporation ☐ S corporation ☐ Partnership

Note. For a single-member LLC that is disregarded, check the appropriate box for the tax classification of the single-member owner.

Government Entity. Check the tax classification:

☐ Federal

☐ State

☐ Local

☐ Other _____

Exemptions (codes apply only to certain entities, not individuals):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

SECTION III FINANCIAL INSTITUTION INFORMATION ^{U.S.}

BANK NAME

TELEPHONE NUMBER

NINE-DIGIT ROUTING TRANSIT NUMBER

DEPOSITOR ACCOUNT TITLE

DEPOSITOR ACCOUNT NUMBER

LOCKBOX NUMBER

TYPE OF ACCOUNT

☐ CHECKING

☐ SAVINGS

☐ LOCKBOX

SECTION IV SOCIO-ECONOMIC INFORMATION

Type of Business

☐ Large Business-No Socio-Economic Designations ☐ Minority ☐ Sm Business ☐ Sm-Disadv/Minority ☐ Sm-Disadv Only ☐ Sm Min Only

Sm-Disadvantaged Business Prog

☐ 8 (a) Firm

☐ HUBZone Program

☐ HUBZone Eligible

☐ Emerging Small Business

☐ Women-Owned Business

Other Preference Programs

☐ Buy Indian

☐ Directed to JWOD Non-Profit

☐ No Preference/Not Listed

☐ Small Business Set-Aside

☐ Very Small Business Set-Aside

Veteran Owned Status

☐ Non-Vet Owned Sm Bus

☐ Other Vet Owned Sm Bus

☐ Serv-Disabled Vet Other Bus

☐ Serv-Disabled Vet Owned SB

☐ Vet-Owned Other Bus

Size of Business:

☐ (A) 50 or less

☐ (B) 51-100

☐ (C) 101-250

☐ (D) 251-500

☐ (E) 501-750

☐ (F) 751-1,000

☐ (G) Over 1,000

☐ (M) 1 million or less

☐ (N) 1.1-2 million

☐ (P) 2.1-3.5 million

☐ (R) 3.1-5 million

☐ (S) 5.1-10 million

☐ (T) 10.1-17 million

☐ (Z) Over 17 million

SECTION V CERTIFICATION OF DATA BY PAYEE/COMPANY

NAME

TITLE/POSITION

SIGNATURE

DATE

TELE

**Instructions for Completing
U.S. House of Representatives
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form**

Section I - Agency Information – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

Section II - Payee/Company Information – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

Section III - Financial Institution Information – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

ACH Account Information Located on a Check or Deposit Ticket

FINANCIAL INSTITUTION NAME name of the financial institution to which the payments are to be directed

ROUTING TRANSIT NUMBER (RTN) financial institution's 9 digit routing transit number;
found on the bottom of a check or deposit ticket or from your Financial Institution

ACCOUNT TITLE employee's or vendor's name on the account

ACCOUNT NUMBER account number at the financial institution

The image shows a sample check from SunTrust Bank. The check is dated 04-10-00 and is payable to the order of Thomas B. Anderson. The check number is 101. The routing transit number is 000000000. The account number is 1234567890. The ACH routing transit number is 000000000. The check number is 101. The check is annotated with four numbers: 1 points to the routing transit number, 2 points to the account number, 3 points to the ACH routing transit number, and 4 points to the check number.

1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with **SunTrust Bank**.
4. Check number – This information is not necessary - do not provide

Section IV - Socio-Economic Information – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at <http://www.sba.gov/>.

Section V - Certification of Data By Payee/Company – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐		
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 1/15/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

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

Meeting Date: 1/13/2025

Prepared by: Flamur Zenelovic

Title of Item:

FDLE DRONE REPLACEMENT REIMBURSEMENT (RC):

RESOLUTION No. 10-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT No. 7 TO THE FISCAL YEAR 2025 BUDGET; APPROPRIATING AND AUTHORIZING THE CITY OF STUART TO ACCEPT REIMBURSEMENT GRANT FUNDS FOR THE PURCHASE OF A DRONE FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Stuart Police Department has a DJI drone that does not comply with Florida Law. The Florida Department of Law Enforcement (FDLE) offers a Drone Replacement Program to assist Law Enforcement agencies in purchasing drones that comply with Florida Law. The FDLE Drone Replacement Program reimburses law enforcement agencies up to \$25,000 for the cost of a drone.

Funding Source:

FLORIDA DEPARTMENT OF LAW ENFORCMENT DRONE REPLACEMENT GRANT

Recommended Action:

Recommend Approval Resolution 10-2025/BA No.7

ATTACHMENTS:

1. R10 - 2025 BA No.7 - FDLE Drone Replacement Reimbursement
2. R76-2024 Resolution Authorizing FDLE Drone Grant Agreement
3. Axon Drone Invoice
4. R76-2024_Att.1_FY2024-25-Drone-Grant-App-for Signature_7.27.2024
5. R76-2024_Att.2_PD Drone Replacement Grant Internal Worksheet_7.18.2024



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

RESOLUTION NUMBER 10-2025

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA, AUTHORIZING
BUDGET AMENDMENT No. 7 TO THE FISCAL
YEAR 2025 BUDGET; APPROPRIATING AND
AUTHORIZING THE CITY OF STUART TO
ACCEPT REIMBURSEMENT GRANT FUNDS FOR
THE PURCHASE OF A DRONE FROM THE
FLORIDA DEPARTMENT OF LAW
ENFORCEMENT; PROVIDING AN EFFECTIVE
DATE; AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the City of Stuart (“City”) adopts a balanced budget annual for Revenues and Appropriations as part of the Fiscal Year Operating Budget which is intended to provide for the general operations of the City and the various funds, anticipating regular operating costs and expected capital acquisitions, the City monitors and reviews the progress of the operating budget throughout the fiscal year; and

WHEREAS, the City from time to time identifies unexpected or unintended expenditures as well as, additional revenues and possible shortfalls, and therefore, must amend the Fiscal Year Operating Budget to accommodate these variations.

WHEREAS, the City continues to implement strategies to improve the safety of all residents, through the use of technology, such as a Drone, for public safety; and

WHEREAS, the City of Stuart Commission approved Resolution 76-2024 on August 13, 2024, allowing the City of Stuart Police Department to submit an application to the Florida Department of Law Enforcement (FDLE) Drone Replacement Grant Program; and

WHEREAS, the City of Stuart, Florida has purchased a drone, and the Florida Department of Law Enforcement (FDLE) will reimburse the full cost of the drone in the amount of \$24,999.93; and

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

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

SECTION 1: The 2024-2025 Fiscal Year Operating Budget for the General Fund is hereby further amended, as follows:

From: Revenue/Grant Reimbursement Account: 190-33420-000
\$24,999.93

To: Operating Supplies – 001-56564-190
\$24,999.93

SECTION 2: The City Commission authorizes the acceptance of reimbursement grant funds in the amount of \$24, 999.93 from the Florida Department of Law Enforcement Drone Replacement Program.

SECTION 3: This resolution shall take effect upon adoption.

(The Remainder of This Page is Left Intentionally Blank)

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 13 day of January, 2025.

ATTEST:

MARY R. KINDEL, MMC
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 76-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING A FLORIDA DEPARTMENT OF LAW ENFORCEMENT GRANT APPLICATION FOR DRONE REPLACEMENT; AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT IF AWARDED; AND FURTHER AUTHORIZING ANY MINOR AMENDMENTS TO THE GRANT AGREEMENT TO FACILITATE THE PROGRAM AS APPROPRIATE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Florida Department of Law Enforcement Office has received non-recurring appropriation funds for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida; and

WHEREAS, FDLE is providing funding to replace drones that are not in compliance/do not meet minimum security standards pursuant to Rule 60GG-2.0075, Florida Administrative Code; and

WHEREAS, the City of Stuart seeks to receive funding to replace a noncompliant drone with a drone that meets required minimum security standards; and

WHEREAS, the City will not be required to provide matching funds for this reimbursement grant if awarded; and

WHEREAS, the City continues to implement strategies to improve the safety of all residents, through advances in crime prevention and best practices in criminal investigations.

Resolution No. 76-2024; Authorization to Apply for FDLE Drone Replacement Grant

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

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

SECTION 2: The City Manager is authorized to submit a grant application for the Stuart Police Department to the Florida Department of Law Enforcement Office Drone Replacement Program; and to execute an agreement, if the grant is awarded; and to make minor amendments to any such agreement; subject to review and approval by the City Attorney.

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

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

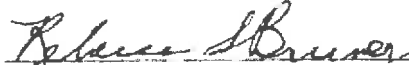
REBECCA S. BRUNER, MAYOR
CAMPBELL RICH, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
TROY MCDONALD, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
		ABSENT	
Y			

ADOPTED this 12th day of August, 2024.

ATTEST:


MARY R. KINDEL, MMC 8/13/2024
CITY CLERK


REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


LEE J. BAGGETT, ESQ.
CITY ATTORNEY



Stuart Police Department Purchase Requisition

Requester: Daniel Duran

Date Required: 12/16/2024

DESCRIPTION	QTY	COST	TOTAL
Skydio X10/ Axon Air Kit	1	24,999.00	24,999.00
Grand Total			24,999.00

Recommended Vendor

Name: Axon Enterprise, Inc. Phone: 800-978-2737

Attn To: _____

Address: 17800 N 85th St

City, St, Zip: Scottsdale, AZ 85255

Check One

- ☐ Total cost per vendor less than \$5,000.00
- ☐ Total vendor cost is \$5,000 to \$9,999.99 –Three Verbal quotes needed:
- Vendor: _____ Quote: _____
- Vendor: _____ Quote: _____
- Vendor: _____ Quote: _____
- ☒ Total vendor cost is \$10,000 to \$34,999.99 – Attach three written quotes
- ☐ Total vendor cost is greater than \$35,000 to \$74,999.99– Formal bid process

required

- ☐ Vendor is on a state contract: Contract # _____
- ☐ Vendor is a sole source provider

Purchase Approval

- ☐ Purchase Approved
- ☐ Purchase Denied

Reason: _____

- ☐ Entered into Electronic P.O. Request

✓ Grant Related

(Signature)

140522

*Upgrade to Axon
Integrates w/
Body Camcords
and can be
viewed live*



Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-480-991-0797, option 5, option 1
arinquiries@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382
UEI Number: TBW7MGPYURM7

Invoice

Invoice ID INUS306210
Date 13-Dec-24
Page 1 of 4
Sales Order
Requisition
Your Ref Q-596609,
Our Ref , Q-596609,
Payment Net 30 days
Invoice Account 110961
Terms of Delivery FCA

BILL TO

Stuart Police Dept. - FL
830 SE Martin Luther King Jr Blvd
Stuart, FL 34994-2408
USA

SHIP TO

Stuart Police Dept. - FL
830 SE Martin Luther King Jr Blvd
Stuart, FL 34994-2408
USA

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
1	1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA Tax Date 13-Dec-24 Shipment Date:	1.00	374.40	346.53
2	1	101211	AXON AIR - SKYDIO SPEAKER/MIC FOR X10 Tax Date 13-Dec-24 Shipment Date:	1.00	320.00	296.18
3	1	101170	AXON AIR - SKYDIO CARE FOR VT300-Z SENSOR PACKAGE - 3 YR Tax Date 13-Dec-24 Shipment Date:	1.00	1,949.00	1,803.92
4	1	101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10 Tax Date 13-Dec-24 Shipment Date:	1.00	2,800.00	2,591.57
5	1	101254	AXON AIR - SKYDIO CARE FOR X10 WITH CELLULAR 5G 3YR Tax Date 13-Dec-24 Shipment Date:	1.00	3,300.00	3,054.35

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS306210	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS306210	Reference No INUS306210	Tempe, AZ 85283
					Reference No INUS306210

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire



Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382
UEI Number: TBW7MGPYURM7

Invoice

Invoice ID INUS306210
Date 13-Dec-24
Page 2 of 4
Sales Order
Requisition
Your Ref Q-596609,
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Invoice Account 110961
Terms of Delivery FCA

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830 SE Martin Luther King Jr Blvd
Stuart, FL 34994-2408
USA

SHIP TO

Stuart Police Dept. - FL
830 SE Martin Luther King Jr Blvd
Stuart, FL 34994-2408
USA

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
6	1	101233	AXON AIR - SKYDIO ACADEMY ONLINE - ALL ACCESS Tax Date 13-Dec-24 Shipment Date:	1.00	300.00	277.67
7	1	101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10 Tax Date 13-Dec-24 Shipment Date:	2.00	369.00	683.06
8	1	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10 Tax Date 13-Dec-24 Shipment Date:	1.00	265.00	245.27
9	1	101235	AXON AIR - SKYDIO X10 STARTER KIT 2.4/5GHZ CELL IR NA VT300Z Tax Date 13-Dec-24 Shipment Date:	1.00	16,464.40	15,238.79
10	1	101242	AXON AIR - SKYDIO CONNECT LICENSE FOR X10 Tax Date 13-Dec-24 Shipment Date:	1.00	499.80	462.59
11	1	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO Tax Date 13-Dec-24 Shipment Date:	1.00	0.00	0.00

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Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS306210	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS306210	Reference No INUS306210	Tempe, AZ 85283
					Reference No INUS306210

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BILL TO

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Invoice

Invoice ID	INUS306210
Date	13-Dec-24
Page	3 of 4
Sales Order	
Requisition	
Your Ref	Q-596609,
Our Ref	, Q-596609,
Payment	Net 30 days
Invoice Account	110961
Terms of Delivery	FCA

SHIP TO

Stuart Police Dept. - FL
 830 SE Martin Luther King Jr Blvd
 Stuart, FL 34994-2408
 USA

Sales Amount	24,999.93
Misc. Charge	0.00
Discount	0.00
Sales Tax	0.00
Total	24,999.93
Credit Amount(s) Applied	0.00
Amount Received	0.00

Payment Due 12-Jan-25 BALANCE DUE USD 24,999.93

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
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Stuart, FL 34994-2408
USA

SHIP TO

Stuart Police Dept. - FL
830 SE Martin Luther King Jr Blvd
Stuart, FL 34994-2408
USA

*Tax Note

Ship-to-address Legend*

1	Stuart Police Dept. - FL 830 SE Martin Luther King Jr Blvd Stuart, FL 34994-2408 USA
---	---

PAYMENT REMITTANCE INFORMATION

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**Drone Replacement Program Financial Assistance Agreement
between
Florida Department of Law Enforcement
and**

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately \$25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient purchased a drone that does not meet the minimum security standards in Rule 60GG-2.0075, Florida Administrative Code, and

WHEREAS, the Recipient seeks to receive funding to replace the noncompliant drone with a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2024-25 Drone Replacement Program

Project Start Date: 07/01/2024

Project End Date: 06/30/2025

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to replace drones that are not in compliance with Rule 60GG-2.0075, Florida Administrative Code. The Recipient will be awarded funds in an amount commensurate with the replacement cost, not to exceed \$25,000 per compliant drone, for each noncompliant drone relinquished to the Department.

To be eligible for payment under this program, the noncompliant drone must not be at end-of-life and must still be in working condition. In order to receive reimbursement for this program, drones which were purchased that are not compliant with the minimum security standards established in Rule 60GG-2.0075, Florida Administrative Code, must be relinquished to the Florida Department of Law Enforcement.

In accordance with revised program guidelines established in the 2024 legislative session, the first two functional drones of each make and model relinquished to the Department, will be provided to the Florida Center for Cybersecurity at the University of South Florida (USF) for analysis. All drones relinquished to the Department and not subsequently provided to the Florida Center for Cybersecurity will be destroyed.

Additionally, under the new program guidelines established in 2024-228, Section 44, the Department will use a portion of these funds to increase awards previously provided in fiscal year 2023-2024, which were based on the noncompliant drone's current value.

RECIPIENT'S RESPONSIBILITY

The Recipient must prepare a Drone Certification Form (**Appendix A**) for the noncompliant drone(s) they are seeking replacement for. This form includes an attestation that the noncompliant drone has not reached its end of life and is in working condition at the time it is relinquished. This must be provided to the Department at the time of relinquishment and should be accompanied by any operational manuals that distinguish make, model, and year of the noncompliant drone(s). This is crucial for the analysis conducted by the Center for Cybersecurity at the University of South Florida.

The Recipient must submit documentation for the original purchase of the noncompliant drone, including but not limited to: invoice, cancelled check or bank statement, or other proof of payment to document the noncompliant drone was originally purchased by the Recipient organization.

The Recipient is responsible for relinquishing the noncompliant drone to the Florida Department of Law Enforcement to either Tallahassee Regional Operations Center or Tampa Bay Regional Operations Center. To facilitate this process, the Recipient must schedule an appointment with the below FDLE contact for the appropriate location for relinquishment of the noncompliant drone. The days that appointments can be scheduled are Tuesdays from 9:00 AM to 5:00 PM (EST) and Thursdays from 1:00 PM - 5:00 PM (EST).

Tallahassee Regional Operations Center (TROC)– 2331 Phillips Road, Tallahassee, FL 32308

Point of Contact: Robert Lyons – 850-410-7419 – RobertLyons@fdle.state.fl.us

Tampa Bay Regional Operations Center(TBROC) – 4211 North Lois Avenue, Tampa, FL 33614

Point of Contact: Corey Monaghan – 813-878-7887 – CoreyMonaghan@fdle.state.fl.us

Alternate POC: Richard Kaplan – RichardKaplan@fdle.state.fl.us

Funds received under this program must be used to acquire drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code. The approved drones must have a purchase date of January 1, 2022 or later.

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall relinquish any noncompliant drones to the Department and purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds in an amount commensurate with the replacement cost, not to exceed \$25,000 per compliant drone, for each noncompliant drone relinquished to the Department.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Certification Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- Noncompliant drones are relinquished to FDLE and the Drone Certification Form (Appendix A) is signed by the FDLE point-of-contact in the region where it is relinquished; and
- Drone Certification Form (Appendix A) signed by the FDLE Regional Operations Center point-of-contact is provided to OCJGSFA@fdle.state.fl.us.
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.). This method may be used for agencies who may have purchased a compliant drone prior to this program being released.

Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager

Name: Patricia Stark

Title: Government Analyst II

Phone: 850-617-1252

Email: PatriciaStark@fdle.state.fl.us

FDLE Grant Supervisor

Name: Tennille Robinette

Title: Senior Management Analyst Supervisor

Phone: 850-617-1268 or 850-661-9295

Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Office of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager:

(please print)

Name:

Title:

Phone:

Email:

Chief Official

(please print)

Name:

Title:

Phone:

Email:

Financial Contact:

(please print)

Name:

Title:

Phone:

Email:

Alternate Point-of- Contact

(please print)

Name:

Title:

Phone:

Email:

Recipient's Vendor ID (FEID/EIN):

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name:

Address 1:

Address 2:

City, State, Zip:

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeouts, whiteout, etc. are not permitted.

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____ Date: _____

Printed Name and Title: _____ Cody Menacof, Bureau Chief

Recipient

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: _____

Printed Name and Title: _____

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____ Joseph Tumminelli, Police Chief

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A – Drone Certification Form

Recipient:

Select One: **New Participant** **Additional Drones (FY24-25)**

NOTE: Please do not list accessories as line items. If you wish to capture the cost of accessories your department has invested in the noncompliant drone, please add it the purchase price of the drone.

	Drone ID (Serial #)	Make	Model	Purchase Date	Purchase Price
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

On behalf of the Recipient, I acknowledge the following statements are true and correct:

1. The drones above are in working order and not at their end of life.
2. Funds provided for the drone(s) above will only be used for the purchase of compliant drones.
3. Documentation for the initial purchase of each relinquished, noncompliant drone above was, or will be, provided to OCJGSFA@fdle.state.fl.us.

Signature:

Date:

Name/Title:

**** **FDLE Regional Operations Center ONLY** ****

I certify the drones listed above were received and verified on the date provided below.

Signature

Date

Appendix B – FY2024-25 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of \$1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non-disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Office of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S. as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Office of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

Internal Grant Application Decision Worksheet

Date: 7/18/2024

Assessment Prepared by: J. May

Funding Agency: FDLE

Grant Name: Drone Replacement Program

Eligibility Requirements: Municipal PD

Purpose of Grant: Provide funds to replace noncompliant drones

Up to \$25K per drone- No Match - Funds issued via reimbursement

Criteria:

Replace drones that don't meet minimum security standards in statute

Grant Application Decision Framework

Viability Scoring - 0 = lowest - 3 = highest

Criteria	Score	Notes
Will they fund a non 501 C3	3	N/A
Are we in correct geographic area	3	Yes
Do we address funder's interests	3	Yes
Do our needs align with their purpose	3	Yes
Do we serve their target population/goals	3	Yes
Do they offer support we can actually use	3	Yes
Staffing/Credibility		
Do we have any connection/credibility	3	Yes
Do we have the subject expert expertise	3	
Do we have staff available to execute	3	N/A
Timing		
Does award date align with project timeline	3	Yes
Can we meet the application deadline	3	Yes
Can we meet reporting requirements	3	Yes
Can we develop project plan and budget in time	3	Yes
Are reporting/eval requirements reasonable	3	Yes
Associated Costs		
Do they require a match	3	No
Will we have to hire consultants to prepare or execute	3	No
Will additional staff costs be incurred to execute	3	No
Score	51	

Viability Scoring Results:

0-15 = Low Viability - Consider not applying

16-35 Medium Viability - Eligibility Low/Requirements might exceed award

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

Internal Notes:

Chief Tuminelli & team have reviewed & determine grant is beneficial.

PD is providing necessary documentation to apply.

Simple application; Reporting and payment request steps are reasonable for reimbursement.

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

Meeting Date: 1/13/2025

Prepared by: Susej Meleqi

Title of Item:

APPOINTMENT/RATIFICATION OF ADVISORY BOARD MEMBERS (RC):

RESOLUTION No. 03-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPOINTING AND RATIFYING THE MEMBERSHIP OF THE VACANT POSITIONS OF ADVISORY BOARD MEMBERS AND ADOPTING THE MEMBER TERMS FOR THE 2025 CALENDAR YEAR; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The ratification of appointments of Advisory Board Members for the 2025 calendar year took place during the December 9, 2024 Regular City Commission Meeting. At that time, some board member seats remained vacant.

Per Resolution No. 03-2025, Exhibit A, Commissioner Clarke requests appointment of Mr. Frederick James and Commissioner Reed recommends Mr. Scott Whalen as CRB Advisory Board members. Three applications have been received for the At Large appointment to the CRB (attached as Exhibit B). The Commission is to review and appoint an applicant for the CRB At Large position.

The East Stuart Historical Advisory Committee (ESHAC) appointee, Mr. Roy DeGannes, is recommended by Commission Liaison, Mayor Rich.

One vacant seat remains on the ESHAC at this time.

Funding Source:

N/A

Recommended Action:

Motion to ratify the two CRB members and motion to appoint an At Large Board Member from the 3 applications provided.

ATTACHMENTS:

1. R03-2025 Advisory Board Ratification
2. R03-2025 Exhibit A_Advisory Board Ratification
3. R03-2025 Exhibit B_Advisory Board Applications



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

RESOLUTION NUMBER 03-2025

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA, APPOINTING
AND RATIFYING THE MEMBERSHIP OF THE
VACANT POSITIONS OF ADVISORY BOARD
MEMBERS AND ADOPTING THE MEMBER
TERMS FOR THE 2025 CALENDAR YEAR;
PROVIDING AN EFFECTIVE DATE; AND FOR
OTHER PURPOSES.**

* * * * *

WHEREAS, the City of Stuart manages four Advisory Boards; Community Redevelopment Agency, Community Redevelopment Board, Local Planning Agency, and the East Stuart Historical Advisory Committee; and

WHEREAS, Section 2-82 of the Code of Ordinances states that appointments to membership on standing City boards shall be made by the City Commission. Each Commissioner shall select an appointment for each board, which is to be ratified by the entire Commission; and

WHEREAS, three (3) vacancies on the Community Redevelopment Board and two (2) vacancies on the East Stuart Historical Advisory Committee remained after the City Commission annual reorganization meeting ratification of the 2025 Advisory Board Members, which took place on December 9, 2024; and

WHEREAS, the terms of the Advisory Board members shall be in effect from January 1, 2025 through December 31, 2025.

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

SECTION 1: The City Commission hereby appoints/ratifies the board members for the term of January 1, 2025 to December 31, 2025 as attached hereto as **Exhibit “A”**, and authorizes the City Clerk to coordinate the appointees and necessary orientations for new board members.

SECTION 2: The At Large appointment for the Community Redevelopment Board is to be reviewed and selected from three (3) applicants, hereby attached as **Exhibit “B”**.

SECTION 2: Effective Date. This Resolution shall take effect immediately upon adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

Exhibit A

Community Redevelopment Board		Quorum - Min. 4
Member	Term Expires	Commission Liaison
Mark Brechbill	12/31/2025	At Large
VACANT	12/31/2025	At Large
Frederick James	12/31/2025	Eula Clarke
Bonnie Moser	12/31/2025	Campbell Rich
Frank McChrystal	12/31/2025	Christopher Collins
Scott Whalen	12/31/2025	Sean Reed
Jeff Manera	12/31/2025	Laura Giobbi
East Stuart Historical Committee		Quorum - Min. 4
Member	Term Expires	Commission Liaison
Joseph Cooper	12/31/2025	Sean Reed
Betty Brinkley	12/31/2025	Laura Giobbi
Kimberly McHardy Grant	12/31/2025	Eula Clarke
Albert Brinkley	12/31/2025	Christopher Collins
Roy DeGannes	12/31/2025	Campbell Rich
Phillip Harvey	12/31/2025	Vacant
VACANT	12/31/2025	Mark Brechbill

Exhibit B

Advisory Board Application

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

Date	12/10/2024
Full Name	Christina Vogl
Home Phone	7725292588
Cell Phone	7725292588
E-Mail	christina@voglarchitects.com
Home Address, City, Zip	201 SE HIBISCUS AVE
How Long? Years & Months.	13 years
Current Employer/Occupation	Vogl Architects / Architect
Business Address	201 SE HIBISCUS AVE
Brief Summary of Education & Work Experience. (Please attach a resume if available.)	See attached
If applicable, attach resume here.	Resume 12 10 2024.pdf
Membership in Community Organizations or Professional Groups	AIA AIA Treasure Coast - Secretary/Treasurer

City of Stuart Advisory Board Member - Board of Adjustment

List Former Advisory Board(s) Affiliations	City of Stuart Advisory Board Member - Board of Adjustment
--	--

Why do you wish to serve on the board(s) indicated?	To deepen my understanding and education of local developments and contribute to the community. With my experience with building codes, historic preservation, new construction, and the built environment, I believe I can bring valuable insight to the CRB.
---	--

Are you currently a registered voter in Martin County?	Yes
--	-----

Are you part of a protected class that requires your personal information be redacted from public view?	No
---	----

(Section Break)

The following criteria will be verified by the City upon appointment

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

Do you meet all the requirements above?	Yes
---	-----

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

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

Please select which applies to you:

Gender Female

Race Caucasian

Disability Not Known

NOTE:

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

OTHER

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

MEMBERS WILL BE NOTIFIED WITHIN 5 BUSINESS DAYS OF APPOINTMENT.

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

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

Email not displaying correctly? [View it in your browser.](#)

Advisory Board Application

Advisory Board Application

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

Date	11/8/2024
Full Name	Faye James
Home Phone	7724183006
Cell Phone	772-418-3006
E-Mail	jamesfaye5@gmail.com
Home Address, City, Zip	514 SE Florida Street
How Long? Years & Months.	30 years
Current Employer/Occupation	Retired Educator
Business Address	None
Brief Summary of Education & Work Experience. (Please attach a resume if available.)	Retired Educator For The Martin County Schools.
If applicable, attach resume here.	<i>Field not completed.</i>
Membership in Community Organizations or Professional Groups	I have joyfully served on several boards for the city of Stuart, Florida. Such As: Recently Chairwoman of the East Stuart Historical Advisory Committee.

List Former Advisory Board(s) Affiliations	CRB, LPA, East Stuart Historical Advisory Committee
Why do you wish to serve on the board(s) indicated?	I want to serve the communities in the city of Stuart and Martin County.
Are you currently a registered voter in Martin County?	Yes
Are you part of a protected class that requires your personal information be redacted from public view?	No

(Section Break)

The following criteria will be verified by the City upon appointment

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

Do you meet all the requirements above?	Yes
Please identify by placing a check mark on the board(s) of your choice:	Community Redevelopment Board

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

Please select which applies to you:

Gender	Female
--------	--------

Race African American

Disability Physically Disabled

NOTE:

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

OTHER

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

MEMBERS WILL BE NOTIFIED WITHIN 5 BUSINESS DAYS OF APPOINTMENT.

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

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

Email not displaying correctly? [View it in your browser.](#)

Advisory Board Application

Advisory Board Application

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

Date	12/17/2024
Full Name	Clay Scherer
Home Phone	4044067324
Cell Phone	4044067324
E-Mail	clayscherer@yahoo.com
Home Address, City, Zip	200 SE Four Winds Dr., Apt 212
How Long? Years & Months.	6 months
Current Employer/Occupation	Rollins Inc., Manager/Executive
Business Address	2170 Piedmont Rd. NE, Atlanta, GA 30324
Brief Summary of Education & Work Experience. (Please attach a resume if available.)	Please see attached cv
If applicable, attach resume here.	Scherer_CV_2024_Dec.docx

Membership in Community Organizations or Professional Groups	I have had a life long interest in community service. Please see attached cv.
--	---

List Former Advisory Board(s) Affiliations	None for City of Stuart
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Why do you wish to serve on the board(s) indicated?	Mostly because I care about Stuart. My family moved here in 1968 and I was born and raised here. I am a proud graduate of JD Parker Elementary, Stuart Middle School, and Martin County High School. I would like to participate in the direction of our community. Perhaps my experience or skill can be useful to the boards. I have time and the commitment and hope that I can contribute.
---	--

Are you currently a registered voter in Martin County?	Yes
--	-----

Are you part of a protected class that requires your personal information be redacted from public view?	No
---	----

(Section Break)

The following criteria will be verified by the City upon appointment

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

Do you meet all the requirements above?	Yes
---	-----

Please identify by placing a check mark on the board(s) of your choice: Community Redevelopment Board, East Stuart Historical Advisory Committee

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

Please select which applies to you:

Gender Male

Race Caucasian

Disability Not Known

NOTE:

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

OTHER

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

MEMBERS WILL BE NOTIFIED WITHIN 5 BUSINESS DAYS OF APPOINTMENT.

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

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

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

Meeting Date: 1/13/2025

Prepared by: Lee Baggett

Title of Item:

ESTABLISH AN ENVIRONMENTAL ATTORNEY SCREENING COMMITTEE (RC):

RESOLUTION No. 08-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE ESTABLISHMENT OF AN ENVIRONMENTAL ATTORNEY SCREENING COMMITTEE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

At the regular City Commission Meeting held on December 9, 2024, the City Commission approved the job description for an environmental attorney and directed City staff to initiate the process of hiring an environmental attorney. The next step in the hiring process is the establishment of an environmental attorney screening committee. The City Commission needs to select the members of the screening committee.

Funding Source:

N/A

Recommended Action:

Approve Resolution 08-2025 and advise City staff who the members of the screening committee will be.

ATTACHMENTS:

1. R08-2025 Establishment of Environ. Atty Screening Committee



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

RESOLUTION NUMBER 08-2025

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
STUART, FLORIDA AUTHORIZING THE ESTABLISHMENT OF
AN ENVIRONMENTAL ATTORNEY SCREENING COMMITTEE;
PROVIDING AN EFFECTIVE DATE; AND FOR OTHER
PURPOSES.**

* * * * *

WHEREAS, at the regular City Commission Meeting on November 12, 2024, Commissioners held a discussion and deliberation on a job description for an environmental attorney position and directed City staff to move forward with a Resolution approving the job description and initiating the process of hiring an environmental attorney; and

WHEREAS, at the regular City Commission Meeting held on December 9, 2024, the City Commission approved the job description for an environmental attorney and directed City staff to initiate the process of hiring an environmental attorney; and

WHEREAS, the next step in the hiring process is the establishment of an environmental attorney screening committee; and

WHEREAS, the purpose of the environmental screening committee is to meet and discuss the potential applicants and provide feedback to the City Commission on the best candidates to consider for the position; and

Establishment of an Environmental Atty. Screening Committee

WHEREAS, the screening committee shall consist of six (6) members: City Attorney, HR Director, 1 City Commissioner, City Paralegal, and two (2) additional members the City Commission appoints; and

WHEREAS, the screening committee shall rank the applicants and provide the findings to the City Commission.

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

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

SECTION 2: The City Commission adopts this Resolution and establishes an Environmental Attorney Screening Committee that will meet, discuss, and rank the potential candidates and provide its findings to the City Commission.

SECTION 3: This Resolution shall take effect upon adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 13th day of January, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

Res. 08-2025

Establishment of an Environmental Atty. Screening Committee

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ
CITY ATTORNEY

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

Meeting Date: 1/13/2025

Prepared by: Lee Baggett

Title of Item:

ADDITION OF EXCEPTION TO ZONING IN PROGRESS (RC):

RESOLUTION No. 09-2025; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADDING AN EXCEPTION TO THE PENDING "ZONING IN PROGRESS" UNDER SECTION 1.04.04, STUART LAND DEVELOPMENT CODE, AS AUTHORIZED IN RESOLUTION 95-2024, FOR ANY COMMERCIAL PROJECT THAT DOES NOT INCLUDE A MULTI-RESIDENTIAL COMPONENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City Commission adopted Resolution 95-2024 on September 16, 2024, initiating a Zoning in Progress for three (3) months commencing September 5, 2024, and ending on December 5, 2024, as authorized under Section 1.04.04 of the Stuart Land Development Code.

At a workshop held on November 7, 2024, the City Commission voted unanimously to add another exception to the Zoning in Progress which allows the City's Development Department to accept and process applications for any commercial project that does not include a residential component and that does not increase the square footage of any structure.

On November 25, 2024, the City Commission adopted Resolution 120-2024 extending the Zoning in Progress procedure for an additional three (3) months until March 4, 2025, or until the City Commission adopts a second reading of the amendments under review and such amendments become effective, whichever occurs first.

On December 9, 2024, the City Commission adopted Resolution 128-2024 directing staff to the implementation of the requested amendments within the City of Stuart Land Development Code as discussed during the three (3) workshops under the Zoning in Progress.

On December 9, 2024, the City Commission reached a consensus on the City staff bringing forth a Resolution at the next regular City Commission meeting to add an exception to the pending Zoning in Progress for any commercial project which does not include a multi-family component.

Funding Source:

N/A

Recommended Action:

Approve Resolution 09-2025.

ATTACHMENTS:

1. R09-2025 - Zoning in Progress-Exception Commercial



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

RESOLUTION NUMBER 09-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADDING AN EXCEPTION TO THE PENDING “ZONING IN PROGRESS” UNDER SECTION 1.04.04, STUART LAND DEVELOPMENT CODE, AS AUTHORIZED IN RESOLUTION 95-2024, FOR ANY COMMERCIAL PROJECT THAT DOES NOT INCLUDE A MULTI-RESIDENTIAL COMPONENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

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

WHEREAS, the purpose of the Zoning in Progress was to allow the City Commissioners and City staff to evaluate and make text amendments or district map changes to the City of Stuart Land Development Code, if applicable; and

WHEREAS, on September 16, 2024, the City Commission adopted Resolution 95-2024 initiating the Zoning in Progress procedure for three (3) months, which commenced on September 5, 2024, or until December 5, 2024, as authorized in Section 1.04.04 of the Stuart Land Development Code; and

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

WHEREAS, the City Commission has held workshops, accepted public input and evaluated professionally acceptable materials related to the issues in the Zoning in Progress. The issues addressed in the Zoning in Progress are complicated, and additional time is necessary to ensure that any changes are appropriate. There is good cause for additional time to be spent evaluating and drafting any text amendments that may be necessary; and

WHEREAS, at a workshop held on November 7, 2024, the City Commission voted unanimously to add another exception to the Zoning in Progress which allows the City's Development Department to accept and process applications for any commercial project that does not include a residential component and that does not increase the square footage of any structure; and

WHEREAS, on November 25, 2024, the City Commission adopted Resolution 120-2024 extending the Zoning in Progress procedure for an additional three (3) months until March 4, 2025, or until the City Commission adopts a second reading of the amendments under review and such amendments become effective, whichever occurs first; and

WHEREAS, on December 9, 2024, the City Commission adopted Resolution 128-2024 directing staff on the implementation of the requested amendments within the City of Stuart Land Development Code as discussed during the three workshops under the Zoning in Progress; and

WHEREAS, on December 9, 2024, the City Commission reached a consensus on the City staff bringing forth a resolution at the next regular commission meeting to add an exception to the pending Zoning in Progress for any commercial project which does not include a multi-family component.

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

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

SECTION 2: Adding an Exception to Zoning in Progress. The City Commission adopts this Resolution to add an exception to the pending “Zoning in Progress” for any commercial project which does not include a multi-family component.

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

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

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

SECTION 6: Effective Date. This Resolution shall be retroactively effective as of December 10, 2024.

Commissioner _____ offered the foregoing resolution and moved its adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of January, 2025.

ATTEST:

MARY R. KINDEL, MMC
CITY CLERK

CAMPBELL RICH
MAYOR

Resolution No. 09-2025
Zoning in Progress Exception

APPROVED AS TO FORM
AND CORRECTNESS:

LEE J. BAGGETT, ESQ.
CITY ATTORNEY