



A G E N D A

**REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD February 22, 2021
AT 5:30 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

CITY COMMISSION

**Mayor Eula R. Clarke
Vice Mayor Merritt Matheson
Commissioner Becky Bruner
Commissioner Troy McDonald
Commissioner Mike Meier**

ADMINISTRATIVE

**City Manager, David Dyess
City Attorney, Michael J. Mortell
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.

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.*

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. FIRST PRESENTATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS (CDBG-CV) PROGRAM BY CORBETT ALDAY FROM GUARDIAN CRM, INC.

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

CONSENT CALENDAR

2. APPROVAL OF 02/08/2021 CCM MINUTES (RC)
3. ALTERNATIVE WATER SUPPLY FUNDING APPLICATION AUTHORIZATION (RC):

RESOLUTION No. 23-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE UTILITIES & ENGINEERING DEPARTMENT TO SUBMIT A GRANT APPLICATION FOR AN ALTERNATIVE WATER SUPPLY GRANT THROUGH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT TO PROVIDE FUNDING FOR THE CITY'S ALTERNATIVE WATER SUPPLY PROJECT; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

4. AXON PAYMENT AGREEMENT (RC):

RESOLUTION No. 24-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF A LEASE/PAYMENT FOR A FIVE (5) YEAR TERM WITH AXON ENTERPRISES INC, FOR AXON BODY WORN CAMERAS (BWC'S), UNLIMITED EVIDENCE STORAGE, AND TASER STORAGE TRACKING; AND PROVIDING AN EFFECTIVE DATE AND FOR OTHER MATTERS.

END OF CONSENT CALENDAR

COMMISSION ACTION

5. URGING THE FLORIDA LEGISLATURE AND GOVERNOR TO ENSHRINE APPROPRIATIONS FOR THE EAA RESERVOIR (RC):

RESOLUTION No. 26-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, URGING THE FLORIDA LEGISLATURE TO ENSHRINE ALL NECESSARY STATE APPROPRIATIONS FOR THE EVERGLADES AGRICULTURAL AREA RESERVOIR PROJECT UNTIL ITS COMPLETION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

6. LETTER TO THE SFWMD ON MAXIMIZING CONVEYANCE OF LAKE WATER SOUTH DURING THE DRY SEASON:

RESOLUTION No. 27-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING A LETTER TO THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT URGING THE DISTRICT TO MAXIMIZE THE CONVEYANCE OF LAKE OKEECHOBEE WATER SOUTH THROUGH THE STORMWATER TREATMENT AREAS AND TO THE FLORIDA EVERGLADES DURING THE DRY SEASON; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

7. AUTHORIZATION TO APPLY FOR FIND GRANT FOR POLICE BOAT (RC):

RESOLUTION No. 28-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY OF STUART POLICE DEPARTMENT TO APPLY FOR AND, IF SUCCESSFUL DESIGNATE THE POLICE CHIEF AS THE AUTHORIZED REPRESENTATIVE TO EXECUTE THE GRANT, AND SUBSEQUENTLY APPROVE THE EXPENDITURE OF THE GRANT FUNDS FROM THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM, TO FUND THE STUART POLICE DEPARTMENT MARINE PATROL WATERWAY SAFETY PROJECT; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

8. HIDDEN KEY RPUD REZONING (QUASI-JUDICIAL) (RC):

ORDINANCE No. 2457-2021; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING THE 1.36 ACRE PARCEL FROM RESIDENTIAL MULTI-FAMILY/OFFICE (R-3) TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD), LOCATED NORTH OF THE ARC OF MARTIN COUNTY AND SOUTH OF THE ESTATES OF STUART, EAST OF KANNER HIGHWAY, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE HIDDEN KEY RPUD CONSISTING OF TWENTY-EIGHT (28) MULTI-FAMILY UNITS WITHIN TWO TWO-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR

DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

9. STUART GREEN MARKET DISCUSSION

ADJOURNMENT

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/22/2021

Prepared by: Pinal Gandhi-Savdas and David Dyess

Title of Item:

FIRST PRESENTATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS (CDBG-CV) PROGRAM BY CORBETT ALDAY FROM GUARDIAN CRM, INC.

Summary Explanation/Background Information on Agenda Request:

The Small Cities Community Development Block Grant – Coronavirus (CDBG-CV) Program is designed to help a non-entitlement municipality or county prepare for, prevent, or respond to the health and economic impacts of COVID-19. The activities must be critical to their locality and primarily for the benefit of low- and moderate-income residents. CDBG-CV funds were provided by HUD in three allocations to states and entitlement subgrantees. DEO has received a total of \$100 million in CDBG-CV funding.

Each activity must meet one of the following national objectives for the program: benefit low- and moderate income (LMI) persons, prevent or eliminate of slums or blight, or address community development needs with particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available. A minimum of 70% of all CDBG-CV funds must be used for activities that meet the low- and- moderate income national objectives.

Funds may be used ONLY to cover costs associated with preparing for, responding to, or recovering from the COVID-19 pandemic. All activities must be based on needs substantiated by the local government.

Specific improvements can include such activities as installation of ADA sidewalks to allow for social distancing, rehabilitation of a community center to be used of testing and vaccination, conversion of a building for workforce retraining to help those displaced by COVID reenter the workforces, public services for rent/mortgage and utilities, and any other activity that is associated with preparing for, responding to, or recovering from the COVID-19 pandemic.

The City is considering applying to the Florida Department of Economic Opportunity (FDEO) for CDBG CV grant from \$200,000 up to \$5,000,000. The eligible activities shall be presented to the public and Commission, and public comments heard before the recommendations of staff or consultants may be heard.

A public notice was published in the newspaper to receive input from residents concerning economic and community development needs.

An overview of the CDBG CV grant application requirements will be presented in greater details at the meeting. Pre-Application cycle deadline is March 15, 2021.

Funding Source:

N/A

Recommended Action:

Provide direction on activities that should be undertaken with the CDBG CV Program grant.

ATTACHMENTS:

Description	Upload Date	Type
▢ Program pre-app Guideline	2/15/2021	Backup Material
▢ Program Guideline	2/15/2021	Backup Material
▢ Eligible Small Cities	2/15/2021	Backup Material

Community Development Block Grant – Coronavirus (CDBG-CV) Small Cities Program Pre-Application Guidance



The DEO Small Cities Community Development Block Grant – Coronavirus (CDBG-CV) Program is designed to help a non-entitlement municipality or county to **prepare for, prevent, or respond to the health and economic impacts of COVID-19**. The activities must be critical to their locality and primarily for the benefit of low- and moderate-income residents.

Small Cities CDBG-CV Program

Total Small Cities CDBG-CV Program Allocation - \$ 41,931,595

Applicants may submit one (1) application for one (1) activity.

- Grant Request Minimum = \$200,000
- Grant Request Maximum = \$5 million

Pre-Application Cycle

- February 1, 2021 – March 15, 2021.
- Deadline for submittal: 5:00 p.m., Eastern Time (E.T.), March 15, 2021.

Application Cycle

- Spring/Summer 2021.

Eligible Applicants and Project Requirements

Eligibility:

- To determine if your local government is eligible under the CDBG-CV Small Cities Program, view the CDBG-CV Small Cities Program Eligible Communities List at www.FloridaJobs.org/CDBG-CV.

Project Requirements:

- Project activities must prevent, prepare for, or respond to the coronavirus, and should demonstrate a:
 - **Direct effect:** Costs directly associated with coronavirus prevention, preparation, or response (e.g. rehabilitation of building to create additional quarantine and isolation rooms for recovering COVID-19 patients).
 - **Indirect effect:** Economic and housing market disruptions (e.g. small business assistance).
- Project activities must meet at least one of the following National Objectives:
 - Benefit to Low-and-Moderate Income Persons (LMI), including:
 - Indirect benefit activities – at least 51% of beneficiaries must be LMI; or
 - Direct benefit activities – 100% of beneficiaries must be LMI.
 - Prevention or elimination of slum and blight – see 24 CFR §570.202; or
 - Address an Urgent Need – must alleviate a condition that poses serious and immediate threat to those living in the area.

Pre-Application Preparation Tips

We recommend the following proactive steps:

- Attend the CDBG-CV Small Cities Pre-Application Webinar (details below).
- Allow sufficient time for pre-application activities to:
 - Identify Community Needs:
 - Conduct research and outreach to determine community needs.
 - Hold a public hearing to discuss community needs:
 - Hold prior to pre-application submission;
 - Properly notice;
 - Include Four Factor Analysis and Language Access Plan, if applicable; and
 - Refer to CDBG-CV Program Guidelines for requirements.
 - Identify Subrecipients.
 - Establish relationships with any community partners needed to complete the project.
 - If a subrecipient (e.g., a non-profit service provider) is identified as necessary for the project, gather documentation needed (such as a letter of commitment and program information).
 - Identify key personnel for grant and program administration.
 - Gather documentation on prior experience and capacity to administer.
 - Determine if a professional services procurement will be necessary.
 - Determine if census data supports required LMI Area documentation or if project area surveys will be necessary.
 - Develop a project budget.
 - Review detailed information and resources provided at www.floridajobs.org/CDBG-CV.

CDBG-CV Small Cities Pre-Application Webinar

- **Date:** January 26, 2021, from 2:00 p.m. to 4:00 p.m., E.T.
- **Description:** The webinar will provide specific program requirements and guidance on the completion and submission of the pre-application.
- **Join by computer, tablet or smartphone:**
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmJiOWFhYjYtZDEyNy00MmY5LTlkMDctZjVINjc5MzdYTMz%40thread.v2/0?context=%7b%22Tid%22%3a%22931da019-f64e-4908-b0f6-92f46f78c512%22%2c%22Oid%22%3a%225bb4a891-3864-434f-81d8-baf0d2c2abda%22%2c%22IsBroadcastMeeting%22%3atrue%7d
- **You can also dial using your phone:**
United States: 850-988-5144
Access Code: 987-281-61#

Pre-Application Submission Information

Pre-Applications must be completed and submitted online. Interested applicants must:

- Register to receive a personalized link to the online CDBG-CV Small Cities Pre-Application. Consultants preparing pre-applications for multiple local governments must register separately for each pre-application to be submitted.

- Detailed pre-application instructions and registration information will be available at www.floridajobs.org/CDBG-CV upon the opening of the pre-application cycle.

Additional Resources and Information

For additional information and resources, we recommend that interested applicants:

- Visit www.floridajobs.org/CDBG-CV for the following information and documentation:
 - CDBG-CV Small Cities Eligible Communities List;
 - CDBG-CV Program Guidelines; and
 - CDBG-CV FAQs.
- Contact the Small Cities CDBG program for questions and/or technical assistance by emailing CDBG-CV@deo.myflorida.com or calling 850-717-8405.



CDBG-CV SMALL CITIES PROGRAM GUIDELINES

Summary

The Small Cities Community Development Block Grant – Coronavirus (CDBG-CV) Program is designed to help a non-entitlement municipality or county **prepare for, prevent, or respond to the health and economic impacts of COVID-19**. The activities must be critical to their locality and primarily for the benefit of low- and moderate-income residents. This document outlines program guidance by which subgrantees may apply for and implement CDBG-CV funded projects and programs to support the response, recovery, or prevention of the coronavirus (COVID-19).

Background

Under the State of Florida's CDBG Program, the state awards grants to smaller units of general local government that develop and preserve decent affordable housing to provide services to the most vulnerable in our communities, and to create and retain jobs.

Pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act, the U.S. Department of Housing and Urban Development (HUD) allocated additional Community Development Block Grant Coronavirus (CDBG-CV) funds to the state of Florida to address issues related to the impacts of coronavirus (COVID-19).

CDBG-CV funds were provided by HUD in three allocations to states and entitlement subgrantees. DEO has received a total of \$100 million in CDBG-CV funding.

Eligible Applicants

Eligible Applicants

Eligible applicants include all Florida counties, cities and towns except for direct HUD entitlement communities. Visit the [CDBG-CV Small Cities Program Eligible Communities List](#) to see a list of local governments that HUD has identified as being eligible to apply for Small Cities CDBG-CV funding.

Individual threshold requirements and other documents, as appropriate, are necessary for each applicant/subrecipient as outlined in the application. Each application will be limited to one activity. All activities utilizing CDBG-CV funds must meet a national objective of the CDBG program. Information on meeting a national objective can be found below under the Meeting the Low- and Moderate-Income National Objective section.

Subrecipients

Activities may either be carried out directly by the local government or by a nonprofit/s as a subrecipient of the subgrantee. The nonprofit must not be on the federal debarment list and must demonstrate to DEO and the subgrantee that they have the capacity to carry out the activity and meet all requirements of the [DEO State and Small Cities CDBG Program](#). Local governments are expected to conduct a risk analysis to review the financial and administrative capacity of any subrecipients who will be carrying out activities on behalf of the local government. Executed agreements that bind the subrecipient to the requirements and policies of CDBG-CV will be required.

Duplication of Benefits Requirement

Federal law requires DEO to conduct a duplication of benefits review for each CDBG-CV eligible activity. A duplication of benefits occurs when assistance is provided to a person or entity (i.e., beneficiary or local government) to address losses and that person or entity (i.e., beneficiary or local government) receives assistance for the same costs and/or losses from other funding sources. The funding sources not only includes CARES Act sources, but also other federal, state, philanthropic, and local government sources.

For a list of other likely federal sources and guidance, see the [HUD Memo: CDBG Coronavirus Response Grantee Resources Related to Preventing Duplication of Benefits](#).

DEO will recapture all funds associated with a duplication of benefits. To alleviate issues, applicants must develop and maintain adequate procedures to prevent a duplication of benefits. Procedures must include a requirement of repayment of any duplicative assistance by persons/entities receiving CDBG-CV funds and a method to assess whether CDBG-CV funds will duplicate financial assistance that is already received or likely to be received by acting reasonably. A copy of the duplication of benefits procedures must accompany the CDBG-CV application.

Meeting the Low- and Moderate-Income National Objective

Each activity must meet one of the following national objectives for the program: benefit low- and moderate-income (LMI) persons, prevent or eliminate of slums or blight, or address community development needs with particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available. A need is considered urgent if it poses a serious and immediate threat to the health or welfare of the community and has arisen in the past 18 months.

A minimum of 70% of all CDBG-CV funds must be used for activities that meet the low- and moderate-income national objectives.

LMI Area Benefit

An LMI area benefit activity is an activity that benefits all the residents of an area that is primarily residential. To qualify as addressing the national objective of benefit to LMI persons on an area basis, an activity must meet the identified needs of LMI persons residing in an area where at least 51 percent of the residents are LMI persons. The benefits of this type of activity are available to all residents in the area regardless of income.

LMI Limited Clientele

An LMI limited clientele activity is one that provides benefits to a specific group of persons rather than everyone in a defined service area. It may benefit particular persons without regard to the area in which they reside, or it may be an activity that provides benefit on an area basis but only to a specific group of persons who reside in the area. In either case, at least 51 percent of the beneficiaries of the activity must be LMI persons.

LMI Housing

An LMI housing activity is one that provides benefits to a low- and moderate-income household that is qualified based on data about household size and income. This information must be documented and verified. For such activities to qualify under the low- to moderate-income benefit national objective, it must result in housing that will be occupied by low- and moderate-income households upon completion. The housing can be either owner- or renter-occupied and can be either one family or multi-unit structures.

LMI Jobs

An LMI jobs activity is one that creates or retains permanent jobs, at least 51 percent of which, on a full time equivalent (FTE) basis, are either held by low- or moderate-income persons or considered to be available to low- or moderate-income persons.

Slum and Blight – Area Basis

The focus of activities under this national objective is a change in the physical environment of a deteriorating area. This category covers activities that aid in the prevention or elimination of slums or blight in a designated area. *DEO does not anticipate the use of the Slum/Blight National Objective for CDBG-CV activities.*

Slum and Blight – Spot Basis

The focus of activities under this national objective is a change in the physical environment of a deteriorating area. These are activities that eliminate specific conditions of blight or physical decay on a spot basis and are not located in a slum or blighted area. *DEO does not anticipate the use of the Slum/Blight National Objective for CDBG-CV activities.*

Urgent Need

To comply with the national objective of meeting community development needs with a particular urgency, an activity must be designed to alleviate existing conditions which the local government certifies and the state determines:

- Pose a serious and immediate threat to the health or welfare of the community;
- Are of recent origin or recently became urgent;
- The state grant recipient is unable to finance the activity on its own; and
- Other sources of funding are not available to carry out the activity, as certified by both the state and the grant recipient.

In light of the severity of coronavirus and the urgency of the nation in addressing its impacts, pursuant to 24 CFR 570.483(d), a local government may document that the activity was designed to alleviate existing conditions utilizing the same records to show that grant funds were used to prevent, prepare for, and respond to coronavirus, as required by the CARES Act.

The local government may certify that the activity is designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community within 18 months following a date determined by one of the following three methods:

- Referral to the [U.S. Department of Health and Human Services issued press release declaring a public health emergency for the entire United States](#). The declaration was retroactive to January 27, 2020;
- Referral to the [President's declaration of the ongoing Coronavirus Disease 2019 \(COVID-19\) pandemic](#) as an emergency of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 32 5121-5207 (the "Stafford Act"). (The President subsequently approved additional major disaster declarations for states); or
- Referral to the effective date of a subgrantee's own local or state emergency declaration.

More detailed information on meeting a national objective can be found in the [Guide to Eligible Activities and National Objectives for State CDBG Program](#) on the [DEO Downloads and Information for Applicants](#) webpage.

Eligible Activities

Funds may be used ONLY to cover costs associated with preparing for, responding to, or recovering from the COVID-19 pandemic. All activities must be based on needs substantiated by the local government applicant. Applicants must demonstrate coordination with state and/or local health authorities before undertaking any activity to support state or local pandemic response. Applicants may use **Community Development Block Grant Coronavirus (CDBG-CV)** funds for public services, public facilities, and special economic development activities. The charts below outline examples of eligible projects.

Buildings and Improvements, Including Public Facilities	
Acquisition, construction, reconstruction, or installation of public works, facilities, and site or other improvements.	Rehabilitate a facility for testing, diagnosis or treatment.
	Reconstruction of roads/sidewalks (expansion) to allow for social distancing.
	Acquire and rehabilitate, or construct, a group living facility that may be used to centralize patients undergoing treatment.
	Installation of wiring, fiber optic cables, and permanently affixed equipment such as receivers for areas to receive broadband/internet access.
Rehabilitation of buildings and improvements	Rehabilitate a senior center, community center or homeless shelter by replacing the HVAC system and/or installing air purification system.
	Acquisition and/or rehabilitation of a building to expand capacity of homeless shelters to accommodate social distancing and isolation.
	Installation of wifi routers/extenders in affordable housing buildings for LMI residents.
Assistance to Businesses, including Special Economic Development Assistance	
Provision of assistance to private, for-profit entities, when appropriate to carry out an economic development project.	Provide grants to support new businesses or business expansion to create jobs and manufacture medical supplies necessary to respond to infectious disease.
Provision of assistance to microenterprises.	Provide technical assistance, grants and other financial assistance to establish, stabilize and expand microenterprises that provide medical, food delivery, cleaning, and other services to support home health and quarantine.

Public Services	
Provision of assistance to primarily Low-and-Moderate Income persons.	Carry out job training to expand the pool of health care workers and technicians that are available to treat disease within a community.
	Provide testing, diagnosis or other services at a fixed or mobile location.
	Provide equipment, supplies, and materials necessary to carry-out a public service (e.g., childcare for working parents with distance learning school kids).
	Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.
	Installation of wiring, fiber optic cables, and permanently affixed equipment such as receivers for families to receive broadband/internet access.

Planning	
Planning Only Grants	Gather data and develop non-project specific emergency infectious disease response plans.
Project Planning	Planning activities in conjunction with another eligible activity (e.g., preliminary engineering with sidewalk project, economic impact study with business assistance program).

Citizen Participation

When national, state, and/or local health authorities recommend social distancing and limiting public gatherings for public health reasons, in-person public hearings are not possible. Local governments may amend the Citizen Participation Plan to meet public hearing requirements with virtual public hearings. Additionally, the virtual hearings must provide reasonable notification and access for citizens in accordance with the subgrantee's certifications, timely responses from local officials to all citizen questions and issues, and public access to all questions and responses. Subgrantees must record and retain documentation of all virtual hearings, outreach efforts, and public comments.

Public Hearings

To meet the minimum requirements for citizen participation during the application phase, the applicant must hold **two public hearings** to obtain citizens' comments prior to its submission to DEO. Both hearings must be advertised as described in the applicant's Citizen Participation Plan. Both hearings must be advertised as described in the applicant's Citizen Participation Plan. The timing of the hearing notices must follow CDBG-CV regulatory requirements. CDBG-CV public hearings may be held no less than 5 days after the date of publication.

1. The first public hearing should be held at the beginning of the application process, **prior to submission of the pre-application**. The notice should provide enough information about the available funding and proposed project(s) to allow citizens to be able to provide input.
2. The second public hearing must contain a description of the proposed activities to be carried out, including the amount of the funding request and total cost of the activities. The second public hearing must be conducted **prior to submission of the final application**.

A publisher's affidavit of the notices, minutes of the hearings signed by the local government clerk and sign-in sheets (or equivalent) must be submitted to DEO as a part of the pre-application and application.

More information is available on the [DEO Downloads and Information for Applicants](#).

Technical Assistance

DEO staff are available to provide support through the pre-application, application, and implementation phases. Applicants are strongly encouraged to attend all scheduled webinars and trainings provided by DEO. Applicants can also find current information on the [DEO Community Development Block Grant – Coronavirus Relief Funding](#) webpage.

Questions regarding the CDBG-CV Small Cities Program can be directed to CDBG Program Managers or by emailing CDBG-CV@deo.myflorida.com.

Minimum and Maximum Grant Awards

Subgrantees may apply for a minimum of \$200,000 and a maximum of \$5 million. The final grant amount is per the discretion of DEO and will be determined as part of the evaluation and approval process. CDBG-CV funds will not count toward the annual funding limits in other CDBG-CV programs or other CDBG program areas (Downtown Revitalization, Neighborhood Revitalization, Housing and Economic Development).

Compliance Requirements

The local government is responsible for conforming with all federal and state regulations governing the CDBG program. CDBG-CV Small Cities Program applicants must comply with federal regulations and certify that, if funded, they will comply with all applicable laws and requirements in the CDBG-CV Small Cities Program. Please refer to Appendix A CDBG-CV Program – State and Federal Statutes, Regulations, and Policies Contract Attachment below for specific details. If you have questions about the documentation needed, please contact a DEO CDBG-CV Program Grants Manager for assistance.

It is important that applicants understand the commitment they will be undertaking with a CDBG grant. The following list is intended to provide the local government and its subrecipients with a brief list of basic federal and state administrative requirements for compliance areas that must be addressed.

Conflict of Interest

Per 24 CFR Part 570.489 (h) and Florida Statutes, Section 112.3143, the following people or their immediate family members shall not have any direct or indirect financial interest in any contract, subcontract, or the proceeds thereof for work to be performed in connection with the grant during their tenure or for one year thereafter: 1) employees or agents of the recipient who exercise any function or responsibility for the CDBG project and 2) officials of the recipient including members of the governing body. The applicant will be asked to determine if a potential conflict exists. Questions regarding this item are in the program application. Please note that sub-recipients must comply with these regulations as well. Consult with DEO staff regarding conflict of interest questions or Florida Community Development Block Grant Program Regulations.

Citizen Participation (Important Note: Please see Citizen Participation above.)

Applicants must certify in the application that they are following all citizen participation requirements and providing for access to information and participation in all stages of the project. This includes proper advertising of public hearings, and timely access to meetings, information, and records related to the project.

Examples of actions applicants may take to ensure adequate citizen participation in the application stage include meeting with community groups and leaders prior to public hearings, holding informational meetings for those citizens whose homes will be affected by the project, and distributing notices of meetings and public hearings directly to them. Applicants may also choose to distribute public hearing notices to local community action agencies, legal services offices, and other public and private organizations.

Program Income

Program income generated after closeout of a CDBG-CV funded activity must be returned to DEO. Program income generated prior to closeout must be returned to DEO unless the program income is used to fund additional units of CDBG activities. DEO or the state may require remittance of all or a portion of any balance of a recipient's program income at the end of a program year.

Audits/Compliance

CDBG-CV subgrantees (and/or their subrecipients) expending \$750,000 or more (all federal sources) in a fiscal year are **required** to have a Single Audit per [2 CFR 200 Subpart F](#).

Costs Associated with Preparation of the CDBG-CV Application

Applicants that receive CDBG-CV funding may charge the cost of application preparation to the project budget if procurement procedures consistent with 24 CFR 200.318 are followed.

Procurement

The subgrantee must follow the procurement requirements specified in [2 CFR, Part 200.317-200.326 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#). The procurement procedures must reflect all applicable state and local laws, should promote free and open competition, and describe efforts to encourage minority and female-owned businesses to submit bids/proposals. Subgrantees must contract for the procurement of goods, services, and construction projects including design services.

Equal Opportunity

Applicants are required to ensure that **CDBG-CV** aided projects comply with equal opportunity and nondiscrimination laws and that people in protected categories are not excluded from project participation.

Applicants are required to take into consideration equal opportunity and non-discrimination laws in designing **CDBG-CV** programs to ensure that people in protected categories are not excluded from participation, denied the benefit of, or subjected to discrimination under any program or activity funded in whole or in part with **CDBG-CV** funds.

Fair Housing

Recipients of **CDBG-CV** funds will be required to comply with fair housing and non-discrimination laws and regulations. For each year that a **CDBG-CV** project is active, a recipient must describe the actions it will take to affirmatively further fair housing.

Language Access Plan (LAP)

As recipients of CDBG-CV funds, subgrantees have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing regulations require that recipients take responsible steps to ensure meaningful access by LEP persons. Applicants will be required to conduct a Four Factor Analysis using the template provided by DEO. Jurisdictions that meet the minimum thresholds based on the Four Factor Analysis will be required to submit a Language Access Plan. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.

Economic Opportunity (Section 3)

Section 3 of the Housing and Urban Development Act of 1968, as amended, contains requirements governing programs providing direct financial assistance to public recipients and related contractors (or subcontractors).

Subgrantees must describe a strategy whereby opportunities in employment and procurement arising out of a **CDBG-CV** assisted project are identified and made available to low-income residents and businesses within the **CDBG-CV** assisted area to the greatest extent feasible. This strategy must include (1) identification of training and technical assistance resources to prepare low-income residents for employment and procurement opportunities; (2) attempts to reach the numerical targets for new hires set forth in the Section 3 regulation, which applies to recipients receiving \$200,000 or more in non-administrative line items expended for construction contracts of at least \$100,000 per contract; and (3) education of low-income residents within the **CDBG-CV** assisted area about the components and opportunities of the program.

Environmental Review

Recipients of **CDBG-CV** funds are required to comply with the requirements of the National Environmental Policy Act of 1969 (NEPA) found at [24 CFR Part 58](#) and [Florida Executive Order 19-12](#) and complete the appropriate Environmental Review Record (ERR). Information on environmental review processes and forms can be found on the [CDBG Environmental Review Process](#) website.

Questions concerning the environmental review process should be directed to CDBG-CV@deo.myflorida.com.

Section 504 of the Rehabilitation Act of 1973

The local government applicant must complete a Self-Evaluation Plan and Transition Plan (if required) as required by Section 504 to ensure that it does not discriminate by reason of a person's disability.

Recipients of **CDBG-CV** funds are required to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and the HUD implementing regulations at 24 CFR, Parts 8 and 9. The requirements of Section 504 apply to any recipient of federal **CDBG-CV** funds for any program or activity carried out directly or through another recipient, successor, assignee, or transferee.

The Grant Agreement will require recipients to complete the Section 504 Survey and Transition Plan (if applicable) covering policies, practices, and physical accessibility and notify affected persons that it does not discriminate on the basis of handicap. (The latter notification action is a requirement if the recipient has 15 or more employees.) This plan will not satisfy all the requirements of the Americans with Disabilities Act, but it will meet the minimum requirements for a **CDBG-CV** assisted project.

Residential Anti-Displacement and Relocation Assistance Plan

A plan for residential anti-displacement and relocation must be documented or submitted with the application. All occupied and vacant occupiable low- and moderate-income dwelling units demolished or

converted to a use other than as low- or moderate-income housing must be replaced within three years of the beginning of the demolition or rehabilitation related to the conversion.

Once **CDBG-CV** funds are awarded, recipients must have a plan to minimize residential displacement and to provide relocation assistance to displaced residents in a timely manner. Compliance with the plan must be documented, including the information made public and the means used to make it public.

The plan must include a description of the activity, a location map, a time schedule, dwelling data on target and replacement homes, funding sources, a schedule for replacement or relocation, and the basis for concluding that replacement dwellings will remain low- or moderate-income for at least 10 years. A guide form for developing the plan should be obtained from DEO once an award is received.

Americans with Disabilities Act (ADA)

State and local governments are required to comply with the provisions of Title I of the Americans with Disabilities Act (ADA), which protects qualified individuals with disabilities from discrimination in all state and local government programs and activities including employment.

Governments with 25 or more employees were subject to the law after July 26, 1992, and governments with 15 or more employees after July 26, 1994. If a government is not covered by Title I of the Act, Section 504 of the Rehabilitation Act of 1973 applies. All governments receiving federal financial assistance will continue to be covered by Section 504.

Lead-Based Paint Hazards

Projects involving rehabilitation of residential structures require compliance with the federal Lead-Based Paint Hazard Reduction Act of 1992. While residential structures are not likely to be involved with most **CDBG-CV** projects, local government subgrantees are advised to determine state and county health requirements if there is any rehabilitation or demolition of structures that are likely to have lead-based paint present.

Reporting

DEO requests copies of all published press articles, TV coverage, scheduled ribbon cuttings, and other events and milestones. Periodic photographs should document project stages, training, events and successes.

A Quarterly Progress Report (Form SC-65) is due at the close of each quarter. A final Administrative Closeout Report (Form SC-62) will be required prior to grant closeout.

Monitoring

DEO will monitor the project through mechanisms including the review of quarterly reports received from the grant recipient, phone/email/letter correspondence, and desk and/or on-site monitoring visits.

DEO staff will notify the subgrantee before on-site monitoring visits and the monitoring forms are located on the [DEO Downloads for Recipients](#) website

Financial Management Requirements

DEO will monitor the subgrantee to determine compliance with the financial management requirements. The review will determine if records are maintained in compliance with [2 CFR, Part 200-Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards](#) and other **CDBG-CV** requirements. This monitoring is performed through desktop audit and/or on-site monitoring visits. Typically, ledgers, invoices, canceled checks, bank statements, and requisitions are reviewed to see that the subgrantee has an adequate system of financial management. DEO staff may also make specific requests to review information or documentation relating to financial management of a grant.

SAM.gov Registration

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 mandates specific reporting requirements for recipients of federal funds. DEO is required by FFATA to submit information to the Office of Management and Budget (OMB) through an electronic Sub Award Reporting System (FSRS) on all grant awards greater than \$25,000 which are awarded on or after October 1, 2010.

In July 2012, the General Services Administration (GSA) combined the Central Contractor Registration (CCR/Fed Reg), Online Representations & Certifications Application (ORCA) and the Excluded Parties List System (EPLS) into one main contractor database. This database was named System for Award Management or better known as the SAM registration.

Since DEO is required to report information as a part of FFATA for grants awarded after October 1, 2010, the www.SAM.gov registration will be required prior to submission of a **CDBG-CV** application.

Other Requirements and Attachments

Recipients will also be required to comply with any subsequent requirements issued by HUD and/or DEO. Consult the Required Attachments section in the CDBG-CV Small Cities pre-application and application documents. Please note that if key items are not submitted with the application, it will be returned to the local government.

Evaluation Criteria

Applications shall be awarded points based on factors which will be available on the CDBG-CV website prior to the opening of the application cycle.

Timeframe

Timelines for CDBG-CV applications may be structured up to a 18-month project, depending on the project activities. The expectation is that these projects/programs will start no sooner than January 1, 2021. [Federal Register FR-6218-N-01](#) stipulates that a minimum of 80% of all CDBG-CV funds be expended and claimed within three years of DEO contract execution with HUD, effectively September 29, 2023.

Match Requirement

There is no match requirement for the CDBG-CV Small Cities Program.

Appendix A

CDBG-CV Program – State and Federal Statutes, Regulations, and Policies Contract Attachment

The Recipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(j) and § 570.606 (HUD regulations concerning State Community Development Block Grant Programs). The Recipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Recipient further agrees to comply with all other applicable Federal, State, and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (<https://www.hudexchange.info/programs/cdbg/cdbg-memoranda/>);
9. Applicable HUD Community Planning and Development Notices (<https://www.hudexchange.info/programs/cpd-notices/>);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507);
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h), and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 1400-1465);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis–Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148), and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);

25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland “Anti-Kickback” Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851–4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4;
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247);
32. Clean Air Act (42 U.S.C. §§ 7401-7671q.), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50); and
33. Whistleblower Protection enacted by Section 828 of P.L. 112-239 and permanently extended under P.L. 114-261.

Community Development Block Grant – Coronavirus (CDBG-CV) Small Cities Eligible Communities



The Florida Small Cities Community Development Block Grant – Coronavirus (CDBG-CV) Program serves small and rural communities throughout the state. Funding is competitive and there are no “targeted” areas. The U.S. Department of Housing and Urban Development has identified the communities listed below as non-entitlement local governments.

Alachua, City of	Callaway, City of	Esto, Town of
Alachua County	Campbellton, Town of	Eustis, City of
Alford, Town of	Cape Canaveral, City of	Everglades, City of
Altha, Town of	Carrabelle, City of	Fanning Springs, City of
Apalachicola, City of	Caryville, Town of	Fellsmere, City of
Apopka, City of	Cedar Key, City of	Fernandina Beach, City of
Arcadia, City of	Center Hill, City of	Flagler Beach, City of
Archer, City of	Century, Town of	Flagler County
Astatula, Town of	Charlotte County	Florida City, City of
Aventura, City of	Chattahoochee, City of	Fort Meade, City of
Avon Park, City of	Chiefland, City of	Fort Myers Beach, Town of
Baker County	ChIPLEY, City of	Fort White, Town of
Baldwin, Town of	Cinco Bayou, Town of	Franklin County
Bascom, Town of	Citrus County	Freeport, City of
Bay County	Clay County	Frostproof, City of
Bay Lake, City of	Clermont, City of	Fruitland Park, City of
Bell, Town of	Clewiston, City of	Gadsden County
Belle Isle, City of	Coleman, City of	Gilchrist County
Belleair Shore, Town of	Columbia County	Glades County
Bellevue, City of	Cottdale, Town of	Glen St. Mary, Town of
Beverly Beach, Town of	Crescent City, City of	Graceville, City of
Blountstown, City of	Cross City, Town of	Grand Ridge, Town of
Bonifay, City of	Crystal River, City of	Grant-Valkaria, Town of
Bowling Green, City of	Dade City, City of	Green Cove Springs, City of
Bradford County	Davenport, City of	Greensboro, Town of
Branford, Town of	DeFuniak Springs, City of	Greenville, Town of
Bristol, City of	DeSoto County	Greenwood, Town of
Bronson, Town of	Destin, City of	
Brooker, Town of	Dixie County	
Brooksville, City of	Dunnellon, City of	
Bunnell, City of	Eatonville, Town of	
Bushnell, City of	Ebro, Town of	
Calhoun County	Edgewood, City of	
Callahan, Town of	Estero, Village of	

Small Cities CDBG-CV Eligible Communities



Gretna, City of
Groveland, City of
Gulf Breeze, City of
Gulf County
Haines City, City of
Hamilton County
Hampton, City of
Hardee County
Havana, Town of
Hawthorne, City of
Hendry County
Hernando County
High Springs, City of
Highland Beach, Town of
Highland Park, Village of
Highlands County
Hilliard, Town of
Holmes County
Horseshoe Beach, Town of
Howey-in-the-Hills, Town of
Indian River County
Indian River Shores, Town of
Indiantown, Village of
Inglis, Town of
Interlachen, Town of
Inverness, City of
Islamorada, Village of
Jackson County
Jacob City, City of
Jasper, City of
Jay, Town of
Jefferson County
Jennings, Town of
Jupiter Island, Town of
Key Colony Beach, City of
Key West, City of
Keystone Heights, City of
LaBelle, City of
LaCrosse, Town of
Lady Lake, Town of
Lafayette County

Lake Buena Vista, City of
Lake Butler, City of
Lake City, City of
Lake Hamilton, Town of
Lake Placid, Town of
Lake Wales, City of
Laurel Hill, City of
Lawtey, City of
Layton, City of
Lee, Town of
Leon County
Levy County
Liberty County
Live Oak, City of
Lynn Haven, City of
Macclenny, City of
Madison County
Madison, City of
Malabar, Town of
Malone, Town of
Marathon, City of
Marianna, City of
Marineland, Town of
Martin County
Mary Esther, City of
Mascotte, City of
Mayo, Town of
McIntosh, Town of
Melbourne Beach, Town of
Mexico Beach, City of
Micanopy, Town of
Midway, City of
Milton, City of
Monroe County
Monticello, City of
Montverde, Town of
Moore Haven, City of
Mount Dora, City of
Mulberry, City of
Nassau County
New Port Richey, City of

Newberry, City of
Niceville, City of
Noma, Town of
Oak Hill, City of
Oakland, Town of
Ocean Breeze Park, Town of
Ocean Ridge, Town of
Okaloosa County
Okeechobee County
Okeechobee, City of
Orange Park, Town of
Orchid, Town of
Otter Creek, Town of
Palatka, City of
Palmetto, City of
Panama City Beach, City of
Parker, City of
Paxton, Town of
Penney Farms, Town of
Perry, City of
Pierson, Town of
Polk City, Town of
Pomona Park, Town of
Ponce de Leon, Town of
Ponce Inlet, Town of
Port St. Joe, City of
Punta Gorda, City of
Putnam County
Quincy, City of
Raiford, Town of
Reddick, Town of
Santa Rosa County
Sea Ranch Lakes, Village of
Sebring, City of
Sewall's Point, Town of
Shalimar, Town of
Sneads, Town of
Sopchoppy, City of
Springfield, City of
St. Augustine, City of
St. Lucie County

Small Cities CDBG-CV Eligible Communities



St. Lucie Village, Town of
St. Marks, City of
Starke, City of
Stuart, City of
Sumter County
Sunny Isles Beach, City of
Suwannee County
Taylor County
Trenton, City of
Umatilla, City of
Union County
Valparaiso, City of
Vernon, City of
Vero Beach, City of
Wakulla County
Waldo, City of
Walton County
Washington County
Wauchula, City of
Wausau, Town of
Webster, City of
Welaka, Town of
West Melbourne, City of
Westville, Town of
Wewahitchka, City of
White Spring, Town of
Wildwood, City of
Williston, City of
Windermere, Town of
Winter Garden, City of
Worthington Springs, Town of
Yankeetown, Town of
Zephyrhills, City of
Zolfo Springs, Town of

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/22/2021

Prepared by: Mary Kindel, City Clerk

Title of Item:

APPROVAL OF 02/08/2021 CCM MINUTES (RC)

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Approve Minutes.

ATTACHMENTS:

Description	Upload Date	Type
2/8/2021 CCM Minutes	2/15/2021	Attachment

**MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
HELD February 8, 2021
AT 4:00 PM Commission Chambers
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

CITY COMMISSION

Mayor Eula R. Clarke

Vice Mayor Merritt Matheson

Commissioner Becky Bruner

Commissioner Troy McDonald

Commissioner Mike Meier

ADMINISTRATIVE

City Manager, David Dyess

City Attorney, Michael J. Mortell

City Clerk, Mary R. Kindel



4:04 PM ROLL CALL

Present: Mayor Clarke, Vice Mayor Matheson, Commissioner Bruner, Commissioner McDonald, Commissioner Meier



4:03 PM PLEDGE OF ALLEGIANCE

1. ARTS MOMENT

Thelma Washington of East Stuart's Gertrude Walden Childcare Center presented on the ABC's of Black History in Martin County.

PROCLAMATIONS

2. BLACK HISTORY MONTH - FEBRUARY 2021

Nina Dooley, President of the African American Citizens of East Stuart thanked the Commission and shared some history, accepted the Proclamation, and took a photograph with the Mayor.

PRESENTATIONS

3. EMPLOYEE SERVICE RECOGNITION - FEBRUARY 2021

Martin Meehan - 5 years - Water Treatment Plant Operator III

Ben Hogarth - 5 years - Community Affairs Liaison

George Stocks - 15 years - Meter Reader

4. EMPLOYEE OF THE MONTH - FEBRUARY 2021

Roz Johnson, Human Resource Director, introduced Jan Foselli, Human Resources Analyst as Employee of the Month, for taking on extra duties while another office member was out on leave, showing er commitment to the City.

5. EMPLOYEE OF THE YEAR AND RUNNER-UP 2020

Postponed to March 8, 2021.

6. ALTERNATIVE WATER SUPPLY UPDATE

Tim Voelker, Utilities & Engineering Director presented the components of the Alternative Water Supply Project, reviewing each component to include the Floridan Aquifer Well FA-1, the Reverse Osmosis Facility Design, which will be implemented in phases. This is the most expensive component with 100% of the design complete. Each component has its own contractor for cost efficiency and specialized components. The concrete pipeline design was displayed on the map showing it going through the East Stuart Community. It will be done with direction drilling, so minimal digging will be done. The Deep Injection Well Modification Design component was discussed. Voelker reviewed the project construction costs for 3 of the phases to total 19.7 million and explained funding received and utilized. Potential future funding was described and explained what the Commission would see at upcoming meeting.

Commissioners asked questions about funding, the deep injection well and drilling process and comparisons, and ASR Wells.

Commissioner Meier suggested exploring all grant opportunities to help offset construction costs and phasing the project.

 **4:49 PM 7. PRESENTATION BY AGUACULTURE ON MECHANICAL REMOVAL OF AQUATIC VEGETATION ON LAKE OKEECHOBEE**

Mike Elfenbein, a conservationist from AquaCulture, supported mechanical harvesting and announced the FWC & DEP recently awarded a \$500,000 grant to remove nutrients from Lake Okeechobee. Requesting to solicit the support of the City in recognition of their project, introduced co-owner of AquaCulture Mr. Nick Saboe.

Nick Saboe presented a PowerPoint on the company's history, their process, land application, explaining how their design works.

Commissioners participated in a question and answer session, discussing the effect on animals, surface water, and the timeline to remove the vegetation.

Mayor Clarke opened public comment.

Public Comment:

- 1) Nyla Pipes - Aurora St; Commented on her passion for the River, forming Florida One Foundation in 2013 to find things that work, feels that this company works and will provide a solution that is scalable within the jurisdiction of Stuart.
- 2) Jeff Brower - DeLeon Springs, FL; Serves as Volusia County Council Chair, thanked Stuart for having the foresight.
- 3) David Weston – Pine Lake Dr.; Commented that we need to find a solution that populates healthy oysters in the bay to clean the water, appreciated this item being on the agenda.



5:21 PM COMMENTS BY CITY COMMISSIONERS

Commissioner Meier

- Announced the Florida Association of Counties, drafting a resolution for support of PFAS and Alternative Water Supply
- Commented House Bill 219, Short Term Rentals Bill that is likely to pass, Rep. Overdorf on committee, asked fellow commissioners to send comments to the committee urging the local government to add language in the Bill that would require any short-term rental company to collect the Bed Tax.
- Provided BuildingStrongerCities.com website through FLC as a resource for residents to be notified of upcoming and current bills.

Commissioner Bruner

- Read a positive newspaper article about a mother and calf whales spotted offshore and reminded boaters the whales were heading south.

Commissioner McDonald

- Provided a handout of the quarterly report from the Business Development Board. BDB has revamped its reporting, announced a new business in Martin County, an ammunition manufacturer will be coming and will create new jobs in Stuart.
- Re-evaluating contract agreement with the BDB, continuation of BAP awards program to include job fairs and an entrepreneurship program.

- Commented on a Facebook post from Brian Mast to Col. Kelly to stop funding of the Southern Reservoir, stated we need to demand it keeps moving forward. Stated he would like to send a letter to Senator Simpson that this is an important project and do a Resolution in support of the funding to our delegation, House of Representatives, Senate, and Governor.

Public Comment:

- 1) Tom Campenni – St Lucie Crescent; Suggested submitting a resolution and not writing a letter.

 **5:33 PM MOTION – Direct Staff to draft a letter to Senator Simpson that this is an important project and a Resolution in support of the funding to our delegation, House Representatives, Senate and Governor.**

MOVED BY: Commissioner McDonald

SECONDED: Commissioner Meier

Motion passed unanimously.

Commissioner McDonald continued comments:

- Commented on the litter on sidewalks, suggested offering an adopt-a-sidewalk program.
- Addressed the issue of homeless people in the park and announce that he met with a Police Officer and Neighborhood Services employee and discussed a plan, hopes to bring back a proposal to help the problem.

Vice Mayor Matheson

- Announced that he traveled with Sgt. Bossio, working to gather job providers for the upcoming job fair. Tentatively set for April 15th at the Public Safety Building. Working with BDB and Career Sources. If any job providers are interested in participating, please contact Sgt. Bossio or himself.
- Commented on the Resolution to store more water north of the lake, feels the focus on water storage should be north and south of the lake.
- Thanked Milton Leggett for repairing a hanging sign on Colorado Ave. and for his part in the improvement of the litter problem on the Old Roosevelt Bridge.
- On behalf of Commissioner Ken Russell, of City of Miami, passed two Resolutions, thanked him for coming to Stuart and the resolutions.
- Provided Lake Okeechobee levels and expressed his concern for the coming months.

 **5:51 PM MOTION: Direct staff to research intended purposes of the STA's and what water have they been designed to treat. Staff work with me to draft letter to the District and the Courts, would like this letter to come back for the next meeting.**

MOVED BY: Vice Mayor Matheson

SECONDED: Commissioner McDonald

Motion passed unanimously.

Mayor Clarke

- Commented on the Straw Ordinance, thanked City Manager Dyess, Code Enforcement, Building Department, and Milton Leggett for all they do in the Community.
- Thanked CBS 12 for their interview on February 5th, 2021 Vision.
- Announced COVID-19 vaccination information, and that Senator Gayle Harrell is working to get vaccine numbers increased and closer to the community.
- Speaking with the AAUW
- Pull Item #9 from Consent Agenda.



5:55 PM COMMENTS BY CITY MANAGER

City Manager Dyess

- Mentioned the Green Market will be a D&D on next meeting agenda.
- Submitted data to Commission on Straw compliance via email.
- Working on event plastics enforcement.
- Army Corp dredging project, seeking quote as there is a significant difference in depth from the quote received for docks years ago.
- Mayor reached out to East Stuart Churches for the vaccine distribution.

APPROVAL OF AGENDA



5:59 PM MOTION: Motion to approve pulling Item #9.

MOVED BY: Vice Mayor Matheson

SECONDED BY: Commissioner Meier

Motion passed unanimously.

COMMENTS FROM THE PUBLIC

- 1) **Helen McBride – Flamingo Avenue; Commented on speeding cars on East Ocean Blvd. and being a representative on the Citizens Advisory Board, noted on bikes not following state laws with lights or reflectors at night. Asks that the number of police officers be kept at as top priority in the budget for public safety.**
- 2) **Karen Ripper – President and CEO of the Kane Center; Commented on their efforts to try and communicate about the vaccine with the public. They do not have the manpower to return phone calls daily but are working hard to return calls. They ask the City to help in getting the word out. Provided a phone number to call for information 772-223-7845.**

- 3) Caryn Hall Yost-Rudge – Palm City Rd; Commented on Development projects, safety with speeders, budget concerns, Memorial Park, CRA balance.

 **6:12 PM** Commissioner Meier commented on Martin County's communication on COVID-19 vaccinations and resources, referencing vaccination information as follows:

- Seniors 80+ can call 772-223-7845
- www.martin.fl.us/coronavirus
- 1-866-201-7037

 6:14 PM CONSENT CALENDAR

8. APPROVAL OF 01/25/2021 JOINT CRA/CRB/CCM AND 01/25/2021 CCM MINUTES

(PULLED) 9. SUPPORTING INNOVATIVE PILOT PROJECTS MECHANICALLY REMOVING INVASIVE AQUATIC VEGETATION ON LAKE OKEECHOBEE:

RESOLUTION No. 16-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING INNOVATIVE PILOT PROJECTS ON LAKE OKEECHOBEE TO MECHANICALLY REMOVE INVASIVE AQUATIC VEGETATION TO BETTER UNDERSTAND EFFECTIVE METHODS TO REDUCE NUTRIENT POLLUTION IN THE FUTURE.

10. FY 2021 BUDGET AMENDMENT #5 FOR PURCHASE OF EMS REPORT WRITING TABLETS UTILIZING EMS TRUST FUND GRANT FUNDS:

RESOLUTION No. 19-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT #5 TO THE 2021 OPERATING BUDGET; FOR TRANSFER OF FUNDS FROM EMS GRANT TRUST FUND IN THE AMOUNT OF \$9,382.71; FOR THE PURCHASE OF EMS REPORT WRITING TABLETS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

11. LANDSCAPE MAINTENANCE SERVICES:

RESOLUTION No. 20-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-201, LANDSCAPE MAINTENANCE SERVICES TO THE TWO MOST QUALIFIED FIRMS, SUNSHINE LAND DESIGN OF STUART FLORIDA AND BRIGHTVIEW LANDSCAPE SERVICES OF STUART FLORIDA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR

 **6:14 PM MOTION: Move approval.**
MOVED BY: Commissioner Meier
SECONDED BY: Vice Mayor Matheson
Motion passed unanimously.

 **6:14 PM 9. SUPPORTING INNOVATIVE PILOT PROJECTS MECHANICALLY REMOVING INVASIVE AQUATIC VEGETATION ON LAKE OKEECHOBEE:**

RESOLUTION No. 16-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, SUPPORTING INNOVATIVE PILOT PROJECTS ON LAKE OKEECHOBEE TO MECHANICALLY REMOVE INVASIVE AQUATIC VEGETATION TO BETTER UNDERSTAND EFFECTIVE METHODS TO REDUCE NUTRIENT POLLUTION IN THE FUTURE.

City Manager Dyess provided a brief overview of the support of the technology of mechanical removal and harvesting of aquatic vegetation.

 **6:15 PM MOTION: Motion to approve.**
MOVED BY: Commissioner McDonald
SECONDED BY: Vice Mayor Matheson
Motion passed unanimously.

COMMISSION ACTION

No Items.

ORDINANCE SECOND READING

No Items.

ORDINANCE FIRST READING

 **6:16 PM 12. HIDDEN KEY RPUD REZONING (QUASI-JUSICIAL):**

ORDINANCE No. 2457-2021; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING THE 1.36 ACRE PARCEL FROM RESIDENTIAL MULTIFAMILY/ OFFICE (R-3) TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD), LOCATED NORTH OF THE ARC OF MARTIN COUNTY AND SOUTH OF THE ESTATES OF STUART, EAST OF KANNER HIGHWAY, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE HIDDEN KEY RPUD CONSISTING OF TWENTY-EIGHT (28) MULTI-FAMILY UNITS WITHIN TWO TWO-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Five (5) people sworn; Kevin Freeman, Stephen Mayer, Development Department, Mr. Creech representing LeMaster and Associates, Susan O'Rourke of Susan O'Rourke Engineering and Planning, and Eileen Giunta of Eileen G. Designs.

Stephen Mayer presented the Hidden Key RPUD Rezoning to include the site plan, zoning, waiver requested, elevations, LPA recommendations, and landscape plan.

Mr. Creech of LeMaster and Associates agreed to staff's recommendations and safety concerns to include a 6" raised curb.

Public Comment:

- 1) Helen McBride – Flamingo Ave; Commented on her concerns on the lack of green/landscaping.

Eileen Giunta, Eileen G Designs, Landscape Architect provided a PowerPoint of the current site plan including the landscape design, and sidewalks.

 6:28 PM MOTION: Motion to approve.
MOVED BY: Vice Mayor Matheson
SECONDED BY: Commissioner Meier
Motion passed unanimously.

DISCUSSION AND DELIBERATION

 6:35 PM ADJOURNMENT

Mary R. Kindel, City Clerk

Eula R. Clarke, Mayor

Minutes to be approved at the Regular Commission
Meeting this 22nd day of February 2021.

KJL

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/22/2021

Prepared by: Janine Wilde, U & E Administrative Coordinator

Title of Item:

ALTERNATIVE WATER SUPPLY FUNDING APPLICATION AUTHORIZATION (RC):

RESOLUTION No. 23-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE UTILITIES & ENGINEERING DEPARTMENT TO SUBMIT A GRANT APPLICATION FOR AN ALTERNATIVE WATER SUPPLY GRANT THROUGH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT TO PROVIDE FUNDING FOR THE CITY'S ALTERNATIVE WATER SUPPLY PROJECT; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Governor DeSantis and the Florida Legislature have recognized the importance of alternative water supply (AWS) and protection of Florida's natural systems. Executive Order 19-12 includes approving \$40 million for FY2021 for recurring funding for AWS development. The South Florida Water Management District is requesting applications for funding consideration for alternative water supply and water conservation projects within their 16-county service area. The application process opened on December 1, 2020 and closes February 26, 2021 at 4:00pm.

The Utilities & Engineering Department is requesting authorization to apply for an Alternative Water Supply Grant and if successful present the Grant Agreement to the City Commission for review and consideration at a later date.

The City's Alternative Water Supply project is a proactive plan to phase in reverse osmosis water treatment utilizing the Floridian Aquifer System as an alternative water source.

Funding Source:

Should the City be awarded a grant, City's matching funds would come from water availability fees, as well as, a Florida Department of Environmental Protection State Revolving Fund loan and/or bond issue.

Recommended Action:

Approve Resolution No. 23-2021

ATTACHMENTS:

Description	Upload Date	Type
□ Resolution No. 23-2021	2/10/2021	Resolution add to Y drive



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

RESOLUTION NUMBER 23-2021

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA AUTHORIZING
THE UTILITIES & ENGINEERING DEPARTMENT
TO SUBMIT A GRANT APPLICATION FOR AN
ALTERNATIVE WATER SUPPLY GRANT
THROUGH THE SOUTH FLORIDA WATER
MANAGEMENT DISTRICT TO PROVIDE FUNDING
FOR THE CITY'S ALTERNATIVE WATER SUPPLY
PROJECT; PROVIDING AN EFFECTIVE DATE AND
FOR OTHER PURPOSES.**

* * * * *

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

SECTION 1: The Utilities & Engineering Director is hereby authorized and directed to submit a State of Florida Funding Consideration Alternative Water Supply Project grant application to the South Florida Water Management District (SFWMD) for the Alternative Water Supply project. The Alternative Water Supply project is a proactive plan to phase in reverse osmosis water treatment utilizing the Floridan Aquifer System as an alternative water source.

SECTION 2: This resolution shall take effect on adoption.

Resolution No. 23-2021
Alternative Water Supply Funding Application Authorization

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:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 22nd day of February, 2021.

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/22/2021

Prepared by: Tumminelli

Title of Item:

AXON PAYMENT AGREEMENT (RC):

RESOLUTION No. 24-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF A LEASE/PAYMENT FOR A FIVE (5) YEAR TERM WITH AXON ENTERPRISES INC, FOR AXON BODY WORN CAMERAS (BWC'S), UNLIMITED EVIDENCE STORAGE, AND TASER STORAGE TRACKING; AND PROVIDING AN EFFECTIVE DATE AND FOR OTHER MATTERS.

Summary Explanation/Background Information on Agenda Request:

Continuing use of Body Worn Cameras, extended term for 5 years with unlimited storage. Current rate is \$31,000 a year and at end of contract term.

Funding Source:

General Fund - budgeted annually

Recommended Action:

Approval as stipulated

ATTACHMENTS:

Description	Upload Date	Type
❑ AXON Payment Agreement	2/9/2021	Cover Memo
❑ AXON Payment Agreement Resolution	2/9/2021	Cover Memo
❑ AXON Master Services Agreement Appendix B	2/9/2021	Cover Memo



AXON

Stuart Police Dept. - FL

AXON SALES REPRESENTATIVE

Jen Carletto-Berg
(480) 905-2053
jcberg@axon.com

ISSUED
2/4/2021

Q-286268-44231.883JC

1



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-286268-44231.883JC

Issued: 02/04/2021

Quote Expiration: 03/31/2021

Account Number: 110961

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Joseph Tumminelli
Stuart Police Dept. - FL
830 SE. MARTIN LUTHER KING BLVD.
Stuart, FL 34994
US

BILL TO

Stuart Police Dept. - FL
830 SE. MARTIN LUTHER KING BLVD.
Stuart, FL 34994
US

SALES REPRESENTATIVE

Jen Carletto-Berg
Phone: (480) 905-2053
Email: jcborg@axon.com
Fax:

PRIMARY CONTACT

Joseph Tumminelli
Phone: (772) 220-3965
Email: jtumminelli@ci.stuart.fl.us

TAP Refresh #7279

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		27	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		3	0.00	0.00	0.00
71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK		30	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		27	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	27	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	3	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		3	0.00	0.00	0.00
Subtotal						0.00
Estimated Shipping						0.00
Estimated Tax						0.00
Total						0.00

Year 1 | Unlimited

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	30	0.00	0.00	0.00

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2

Protect Life.

Year 1 | Unlimited (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)						
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	30	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	120	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	9	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	3	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	60	30	0.00	0.00	0.00
Hardware						
73202	AXON BODY 3 - NA10		3	699.00	699.00	2,097.00
71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK		3	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		3	0.00	0.00	0.00
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	30	1,068.00	1,068.00	32,040.00
73827	AB3 CAMERA TAP WARRANTY	60	3	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00
73835	AUTO TAGGING LICENSE PAYMENT	12	30	108.00	108.00	3,240.00
Services						
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	0.00	0.00	0.00
					Subtotal	38,781.00
					Estimated Tax	0.00
					Total	38,781.00

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		1	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		1	0.00	0.00	0.00
71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK		1	0.00	0.00	0.00

Spares (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73827	AB3 CAMERA TAP WARRANTY	60	1	0.00	0.00	0.00
Subtotal						0.00
Estimated Tax						0.00
Total						0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	30	1,068.00	1,068.00	32,040.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00
73835	AUTO TAGGING LICENSE PAYMENT	12	30	108.00	108.00	3,240.00
Subtotal						36,684.00
Estimated Tax						0.00
Total						36,684.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73309	AXON CAMERA REFRESH ONE		30	0.00	0.00	0.00
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	30	1,068.00	1,068.00	32,040.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		3	0.00	0.00	0.00
73309	AXON CAMERA REFRESH ONE		1	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00
73835	AUTO TAGGING LICENSE PAYMENT	12	30	108.00	108.00	3,240.00
Subtotal						36,684.00
Estimated Tax						0.00
Total						36,684.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	30	1,068.00	1,068.00	32,040.00

Year 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00
73835	AUTO TAGGING LICENSE PAYMENT	12	30	108.00	108.00	3,240.00
					Subtotal	36,684.00
					Estimated Tax	0.00
					Total	36,684.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73310	AXON CAMERA REFRESH TWO		30	0.00	0.00	0.00
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	30	1,068.00	1,068.00	32,040.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		3	0.00	0.00	0.00
73310	AXON CAMERA REFRESH TWO		1	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	3	468.00	468.00	1,404.00
73835	AUTO TAGGING LICENSE PAYMENT	12	30	108.00	108.00	3,240.00
					Subtotal	36,684.00
					Estimated Tax	0.00
					Total	36,684.00

Grand Total	185,517.00
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Summary of Payments

Payment	Amount (USD)
TAP Refresh #7279	0.00
Year 1 Unlimited	38,781.00
Spares	0.00
Year 2	36,684.00
Year 3	36,684.00
Year 4	36,684.00
Year 5	36,684.00
Grand Total	185,517.00

Notes

100% discounted body-worn camera and docking station hardware contained in Year 1 reflects a TAP replacement for hardware purchased under existing contract #7279. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____
Name (Print): _____ **Title:** _____
PO# (Or write N/A): _____

Please sign and email to Jen Carletto-Berg at jcberg@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

SFDC Contract#:

Order Type:

RMA #:

Address Used:

SO #:

Review 1

Review 2

Comments:

Q-286268-44231.883JC



CITY OF STUART, FLORIDA

RESOLUTION NUMBER 24-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE EXECUTION OF A LEASE/PAYMENT FOR A FIVE (5) YEAR TERM WITH AXON ENTERPRISES INC, FOR AXON BODY WORN CAMERAS (BWC'S), UNLIMITED EVIDENCE STORAGE, AND TASER STORAGE TRACKING; AND PROVIDING AN EFFECTIVE DATE AND FOR OTHER MATTERS.

* * * * *

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

SECTION 1: This authorization is to approve the execution of a lease/payment between the City of Stuart and Axon Enterprises, Inc. for Body Worn Cameras, unlimited evidence storage, and Taser storage tracking

Stuart Police Department – Five-year term, total term pricing at \$185,517.00

<u>Payment</u>	<u>Amount (USD)</u>	
• Year 1-	38,781.00-	FY 20/21- June 2021
• Year 2-	36,684.00-	FY 21/22
• Year 3-	36,684.00-	FY 22/23
• Year 4-	36,684.00-	FY 23/24
• Year 5-	36,684.00-	FY 24/25

Resolution No. 24-2021
Axon Enterprise, Inc. Payment Authorization

The payment authorization will provide all Stuart Police Officers working the Road Patrol Division Body Worn Cameras, providing transparency and including unlimited data storage for the term. The Original Master Service Agreement (Appendix B) serves as a continuation of the terms of use.

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:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2021.

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY



MASTER SERVICES AND PURCHASING AGREEMENT

between

TASER INTERNATIONAL, INC.

and

Stuart Police Dept. - FL

CITY Agreement Number:

MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between TASER International, Inc., (**TASER or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and Stuart Police Dept. - FL, (**Agency, Party or collectively Parties**) having its principal place of business at 830 SE. MARTIN LUTHER KING BLVD., Stuart, FL, 34994, is entered into as of March, 31, 2016 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of TASER products and services as detailed in Quote # Q-53809 (the **Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of TASER Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement the Parties agree as follows:

- 1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. TASER services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

1.1 **Evidence.com Subscription Term:** The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of the initial Term at the list price then in effect, unless the Agency gives TASER written notice of termination within sixty (60) days prior to the end of a one (1) year period.

1.2 **Professional Services Term:** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

2 **Definitions.**

"Business Day" means Monday through Friday, excluding holidays.

"Confidential Information" means all nonpublic information disclosed by TASER, TASER affiliates, business partners of TASER or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Documentation" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Evidence.com Service" means TASER web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

"Installation Site" means the location(s) where the Products are to be installed.

"Policies" means the Trademark Use Guidelines, all restrictions described on the TASER website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

"Products" means all TASER equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by TASER under this Agreement.

"Quote" is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and TASER reserves the right to cancel any orders resulting from such errors. TASER reserves the right to adjust prices or Products unless otherwise specified in the Quote.

"Resolution Time" means the elapsed time between TASER's acknowledgment of an issue until the problem in the Services has been resolved, which does not include time delays caused by the Agency or by third parties outside of TASER's reasonable control.

"Services" means all services provided by TASER pursuant to this Agreement.

"Agency Content" means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

- 3 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees.
- 4 **Taxes.** Unless TASER is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping; Title; Risk of Loss; Rejection.** TASER reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by TASER. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing TASER written notice of rejection within 10 days of shipment. Failure to notify TASER within the 10 day rejection period will be deemed as acceptance of Product.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

7 Warranties.

7.1 Hardware Limited Warranty. TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.2 Warranty Limitations.

7.2.1 The warranties do not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

7.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.2.3 TASER's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.3 Warranty Returns. If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion to be defective under normal use, as defined in the Product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

7.3.2 Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the EVIDENCE.com services or

download the product data and keep a separate backup copy of the contents. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

- 7.3.3** A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

- 8** **Product Warnings.** See our website at www.TASER.com for the most current product warnings.
- 9** **Design Changes.** TASER reserves the right to make changes in the design of any of TASER's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.
- 10** **Insurance.** TASER will maintain at TASER's own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request.
- 11** **Indemnification.** TASER will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.
- 12** **IP Rights.** TASER owns and reserves all right, title, and interest in the TASER Products and related software, as well as any suggestions made to TASER.
- 13** **IP Indemnification.** TASER will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of TASER Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide TASER with prompt written notice of such a claim, tender to us the defense or settlement of such a claim at our expense, and cooperate fully with us in the defense or settlement of such a claim.

TASER has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by TASER; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by TASER; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by TASER as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 14 Agency Responsibilities.** The Agency is responsible for (i) use of TASER Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of TASER products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.
- 15 Termination.**
- 15.1 By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and TASER fails to cure the material breach or default, TASER will issue a refund of any prepaid amounts on a prorated basis.
- 15.2 By Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year.
- 15.3 Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.
- 15.4 After Termination.** TASER will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. TASER has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, TASER will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.
- 15.5 Post-Termination Assistance.** TASER will provide Agency with the same post-termination data retrieval assistance that TASER generally makes available to all

customers. Requests for TASER to provide additional assistance in downloading or transferring Agency Content will result in additional fees and TASER will not warrant or guarantee data integrity or readability in the external system.

16 General.

16.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. All TASER Pricing is considered confidential and competition sensitive.

16.2 Excusable delays. TASER will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond TASER's reasonable control TASER has the right to delay or terminate the delivery with reasonable notice.

16.3 Force Majeure. Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

16.4 Proprietary Information. The Agency agrees that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

16.5 Independent Contractors. The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

16.6 No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

16.7 Non-discrimination and Equal Opportunity. During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

16.8 U.S. Government Rights. Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights

and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. TASER may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 16.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 16.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:
- TASER: TASER International, Inc.
ATTN: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@taser.com
- AGENCY:
- 16.15 Entire Agreement.** This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by TASER, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the

Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If TASER provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

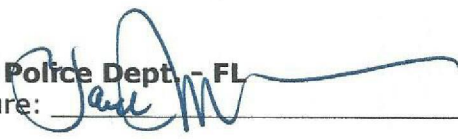
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

TASER International, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____
Address: 17800 N. 85th Street Scottsdale, AZ
85255
Attn: Contracts

Email: contracts@taser.com

Stuart Police Dept. - FL

Signature: 
Name: _____
Title: _____
Date: _____
Address: 830 SE. MARTIN LUTHER KING
BLVD., Stuart, FL, 34994

APPROVED AS TO FORM
AND CORRECTNESS


MICHAEL J. MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/22/2021

Prepared by: Ben Hogarth

Title of Item:

URGING THE FLORIDA LEGISLATURE AND GOVERNOR TO ENSHRINE APPROPRIATIONS FOR THE EAA RESERVOIR (RC):

RESOLUTION No. 26-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, URGING THE FLORIDA LEGISLATURE TO ENSHRINE ALL NECESSARY STATE APPROPRIATIONS FOR THE EVERGLADES AGRICULTURAL AREA RESERVOIR PROJECT UNTIL ITS COMPLETION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Resolution was requested by City Commission at its February 8th Regular Commission Meeting to urge the Florida Legislature and Governor to provide assurances and protections within the annual budget process for the Everglades Agricultural Area (EAA) Reservoir Project that was recently expedited for construction.

Funding Source:

N/A

Recommended Action:

Motion approval of Resolution 26-2021

ATTACHMENTS:

Description	Upload Date	Type
☐ R26-2021 Urging the Florida Legislature and Governor to enshrine appropriations for the EAA Reservoir	2/12/2021	Resolution add to Y drive



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 26-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, URGING THE FLORIDA LEGISLATURE TO ENSHRINE ALL NECESSARY STATE APPROPRIATIONS FOR THE EVERGLADES AGRICULTURAL AREA RESERVOIR PROJECT UNTIL ITS COMPLETION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the health, wellbeing, and economic vitality of our community is inexorably linked to the condition of our waterways, which have been devastated by decades of harmful freshwater discharges from Lake Okeechobee; and

WHEREAS, legacy and excess nutrients pollute our waterways contributing to the proliferation of harmful algal blooms in and around Lake Okeechobee, the Saint Lucie River, and the City of Stuart, which have been linked to both acute and chronic illnesses in humans and animals; and

WHEREAS, City of Stuart residents and businesses have been adversely impacted from harmful algal blooms and freshwater discharges from Lake Okeechobee into the Saint Lucie River over a span of decades; and

WHEREAS, the City of Stuart is committed to policy objectives and advocacy that will eliminate harmful freshwater discharges from Lake Okeechobee into the coastal estuaries, and bring about the restoration of the Florida Everglades by treating and conveying water south; and

WHEREAS, critical infrastructure projects both north and south of Lake Okeechobee are worthy of broad public support to enhance and restore natural water flow to the Everglades; and

WHEREAS, the Comprehensive Everglades Restoration Plan enshrined by Congress in the Water Resources Development Act (WRDA) of 2000, conditionally authorized a major storage reservoir project in the Everglades Agricultural Area (EAA) for the purpose of eliminating harmful discharges to northern estuaries like the Saint Lucie River; and

WHEREAS, work on the EAA Reservoir was accelerated in 2017 with the passage of Senate Bill 10, which was sponsored by Senate President Joe Negron and supported by the City of Stuart; and

WHEREAS, federal authorization for the EAA Reservoir Project was provided by Congress in the 2018 and 2020 WRDA bills respectively; and

WHEREAS, in 2019, Governor Ron DeSantis issued Executive Order 19-12, instructing the South Florida Water Management District to immediately start the next phase of the EAA Reservoir Project design and ensure the U.S. Army Corps of Engineers approves the project according to schedule; and

WHEREAS, in addition to the EAA Reservoir Project south of Lake Okeechobee, it is also important to retain and treat water north of the lake, prior to introduction to the lake; and

WHEREAS, high levels of legacy pollution within Lake Okeechobee indicate that even if the water entering the lake were free from excess nutrients, upon conveyance through the lake, this water would be required to be treated before further conveyance to the Everglades; and

WHEREAS, the City of Stuart supports additional state appropriations for storage and treatment infrastructure projects north of Lake Okeechobee for the purpose of mitigating and removing nutrient loading prior to the introduction of water into the lake; and

WHEREAS, it is the sense of the City Commission of the City of Stuart that the completion of the EAA Reservoir Storage Project is a pivotal structural component in the restoration of the Florida Everglades and that annual state appropriations for the project should be enshrined and protected from any budgetary or policy restrictions that would delay its completion.

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

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

SECTION 2: The City of Stuart, Florida and City Commission hereby approve and adopt this resolution urging the Florida Legislature to enshrine all necessary state appropriations for the Everglades Agricultural Area Reservoir Project south of Lake Okeechobee until its completion. The City further supports efforts by the Florida Legislature to appropriate additional state funding for storage and treatment infrastructure projects north of Lake Okeechobee.

SECTION 3: This Resolution shall become effective upon its adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2021.

Resolution No. 26-2021

Urging the Florida Legislature and Governor to enshrine appropriations for the EAA Reservoir

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/22/2021

Prepared by: Ben Hogarth

Title of Item:

LETTER TO THE SFWMD ON MAXIMIZING CONVEYANCE OF LAKE WATER SOUTH DURING THE DRY SEASON:

RESOLUTION No. 27-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING A LETTER TO THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT URGING THE DISTRICT TO MAXIMIZE THE CONVEYANCE OF LAKE OKEECHOBEE WATER SOUTH THROUGH THE STORMWATER TREATMENT AREAS AND TO THE FLORIDA EVERGLADES DURING THE DRY SEASON; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Letter and adopting resolution were requested by the City Commission at the January 25th Regular Commission Meeting. The letter requests the South Florida Water Management District make every effort to maximize the conveyance of Lake Okeechobee water south through the stormwater treatment areas and to the Everglades during the dry season months in order to prevent or mitigate destructive discharges to the St. Lucie River.

Funding Source:

N/A

Recommended Action:

Move approval of Resolution No. 27-2021

ATTACHMENTS:

Description	Upload Date	Type
☐ R27-2021 Adopting a Letter to SFWMD on conveyance of lake water south to Florida Everglades	2/11/2021	Resolution add to Y drive
☐ R27-2021 Letter to SFWMD on conveyance of lake water south during dry season	2/11/2021	Attachment



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 27-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING A LETTER TO THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT URGING THE DISTRICT TO MAXIMIZE THE CONVEYANCE OF LAKE OKEECHOBEE WATER SOUTH THROUGH THE STORMWATER TREATMENT AREAS AND TO THE FLORIDA EVERGLADES DURING THE DRY SEASON; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the 2020 Atlantic Topical Storm season was record-shattering and yielded extremely high volumes of rainfall in central and south Florida during wet season months; and

WHEREAS, the elevation of Lake Okeechobee increased to greater than 16 feet (NGVD) at its highest point of the storm season and maintained this level until January 2021; and

WHEREAS, the average recession of lake stage of no more than two (2) feet between January 1st and June 1st in each of the preceding eight (8) years would indicate a high probability that the lake levels will be dangerously high heading into the 2021 Atlantic storm season; and

WHEREAS, maximizing the conveyance of water from Lake Okeechobee south through the STA's and to the Florida Bay and Everglades will substantially reduce the need to discharge high volumes of damaging freshwater to the Saint Lucie Estuary.

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

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

SECTION 2: The City of Stuart, Florida and City Commission hereby approve and adopt this resolution and letter urging the Governing Board of the South Florida Water Management District to maximize the conveyance of lake water south during the dry season months.

SECTION 3: This Resolution shall become effective upon its adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2021.

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY



City of Stuart
City Commission

City of Stuart

121 SW FLAGLER AVENUE • STUART FLORIDA 34994

Phone: 772.288.5312
Fax: 772.288.5316

February 11, 2021

South Florida Water Management District Governing Board
3301 Gun Club Road
West Palm Beach, Florida 33406

Sent via email

Re: Maximizing conveyance of lake water south through the STA's and Florida Everglades during the 2021 dry season.

Dear Governing Board Members,

The City Commission of the City of Stuart (the City) respectfully requests the South Florida Water Management District (SFWMD) make every effort in collaboration with the U.S. Army Corps of Engineers (USACE) to improve and maximize conveyance of Lake Okeechobee water south through the Florida Everglades during this years' dry season in order to reduce significant risk of discharge to the coastal estuaries.

As the 2020 tropical storm season was among the wettest on record, Lake Okeechobee levels were elevated well above some of our most disastrous years. This occurred in the absence of any direct impacts to south Florida from a tropical cyclone. More concerning, the reduction in lake elevation between the months of January 1st and June 1st for the preceding eight (8) years was just under two (2) feet – including years where high-volume discharges were made to the estuaries. Furthermore, we must consider the fact that over a 35-year period of record, the average lake elevation by June 1st each year is more than 13 feet. With the knowledge that by June 1st, 2020 the elevation of Lake Okeechobee was nearly 1.5 feet less than this average, the danger of inaction far outweighs any marginal risk of drought.

Without proactive measures to recess the lake through the conveyance of more lake water south through to the Everglades, the 2021 wet season and beyond may only impair efforts to manage water volume across the entire system, while catastrophically damaging ecosystems and communities alike for months and years to come.

The critical importance of conveying this volume of lake water south before the wet season cannot be overstated. The prolonged absence of capacity to store and treat additional lake water in the STA's will only compound stressors for the rest of the system, while limiting leadership options to mitigate damage or significant harm in the near future.

Additionally, it has been evidenced that the volume of water from the basin runoff within the EAA to the STA's has far exceeded the planning and design of this infrastructure. Unfortunately, the consequence of this unanticipated outcome has been felt greatly in the coastal estuaries, Florida Bay, and the Everglades. Both stormwater treatment areas and water conservation areas alike were financed with public funding, but so long as the EAA is the primary and near-exclusive beneficiary of this infrastructure, lake water will continue to be discharged to our community and at the expense of our economy and natural environment.

As a coastal community at the epicenter of freshwater discharge events in a cooperatively managed water infrastructure system, Stuart, and neighboring communities, have suffered the preponderance of decades-long adversity. These sufferings have been particularly severe to our natural environment and our unique and diverse aquatic habitat. The City of Miami has also begun taking steps to make one of their chief legislative priorities – the restoration of the Everglades and the flow of water south to where it is desperately needed most. We are committed to ensuring water that would otherwise be discharged to us, finds its way south to communities like Miami and to the Everglades.

For these reasons and many more, we urge the Governing Board to use every tool and resource available to it, and by and with the cooperation of the Army Corps, minimize discharges to the Saint Lucie Estuary by maximizing water flow from Lake Okeechobee south through the STA's and the Everglades throughout this dry season.

The City Commission and the people of Stuart greatly appreciate your time, dedication, and attention to this urgent matter.

Sincerely,

Eula R. Clarke
Mayor

Merritt Matheson
Vice Mayor

Rebecca S. Bruner
Commissioner

Troy McDonald
Commissioner

Mike Meier
Commissioner

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/22/2021

Prepared by: Ryanne Cavo

Title of Item:

AUTHORIZATION TO APPLY FOR FIND GRANT FOR POLICE BOAT (RC):

RESOLUTION No. 28-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY OF STUART POLICE DEPARTMENT TO APPLY FOR AND, IF SUCCESSFUL DESIGNATE THE POLICE CHIEF AS THE AUTHORIZED REPRESENTATIVE TO EXECUTE THE GRANT, AND SUBSEQUENTLY APPROVE THE EXPENDITURE OF THE GRANT FUNDS FROM THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM, TO FUND THE STUART POLICE DEPARTMENT MARINE PATROL WATERWAY SAFETY PROJECT; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The project will consist of purchase of a 21' - 24' police patrol boat for the police department's marine patrol. The boat will be utilized to patrol and enhance the safety all waterways within the boundaries of the City of Stuart, as well as use for City projects and community outreach.

Funding Source:

50/50 Grant Match with Florida Inland Navigation District (FIND) and The City of Stuart, Florida totaling \$100,000.00.

Recommended Action:

Motion to authorize the application for the FIND grant.

ATTACHMENTS:

Description	Upload Date	Type
□ R28-2021 Resolution	2/15/2021	Resolution add to Y drive
□ WAP 2021 Application Part I	2/16/2021	Attachment
□ WAP 2021 Application Part 2	2/16/2021	Attachment



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

RESOLUTION NUMBER 28-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE CITY OF STUART POLICE DEPARTMENT TO APPLY FOR AND, IF SUCCESSFUL DESIGNATE THE POLICE CHIEF AS THE AUTHORIZED REPRESENTATIVE TO EXECUTE THE GRANT, AND SUBSEQUENTLY APPROVE THE EXPENDITURE OF THE GRANT FUNDS FROM THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM, TO FUND THE STUART POLICE DEPARTMENT MARINE PATROL WATERWAY SAFETY PROJECT; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

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

Project Title:	Stuart Police Department Marine Patrol Waterway Safety
Total Estimated Cost:	\$100,000.00
Project Description:	The project will consist of purchase of a 21' - 24' police patrol boat for the police department's marine patrol. The boat will be utilized to patrol and enhance the safety all waterways within the boundaries of the City of Stuart, as well as use for City projects and community outreach.

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

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

SECTION 1: The project described above is hereby authorized.

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

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

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

SECTION 4: This resolution shall take effect upon adoption.

Commissioner _____ 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:

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of February, 2021.

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY



FLORIDA INLAND NAVIGATION DISTRICT

To: Local Governments
From: Janet Zimmerman, Assistant Executive Director
Subject: 2021 Waterways Assistance Program
Date: December 21, 2020

Attached is an application package for the District's 2021 Waterways Assistance Program (WAP). The WAP application can also be downloaded from our website: www.AICW.org Through WAP over the past 34 years, the District has provided a total of over \$245 million in funding assistance to local governments within our District to perform waterways improvement projects.

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

Applications are due in the District office by 4:30 PM, March 29, 2021. Your application must be discussed with your local FIND Commissioner prior to March 4, 2021. The application must be initialed by the Commissioner prior to submission to the District office on March 29, 2021. Please see the application package for the complete program schedule and the name and address of your Commissioner.

An electronic copy (pdf) may be emailed to JZimmerman@aicw.org or a completed hardcopy of the application may be delivered to: FIND, 1314 Marcinski Rd., Jupiter, FL 33477. Application must be received by the deadline, no exceptions. Only the requested information should be submitted. It is VERY important that the application forms remain in the same 8.5 x 11", paginated format, and the forms must be presented in the order listed on the application checklist. Applications that do not follow the program directions, rules, or the application format may be rejected.

Please review the application checklist and be sure you can provide all of the required items. If you cannot provide ALL of the items on the application checklist, please contact staff immediately for advice on the potential resolution of a required item. Any application failing to include the required application items (with the exception of environmental resource permits & exemptions) will be eliminated from consideration on May 21, 2021. There is no waiver or exception available for this deadline. Solving questions or problems prior to the preparation and submission of your application will save us both time and effort and result in a more successful application.

COMMISSIONERS

DON DONALDSON
CHAIR

ST. LUCIE COUNTY

J. CARL BLOW
VICE-CHAIR

ST. JOHNS COUNTY

JON NETTS
TREASURER

FLAGLER COUNTY

FRANK GERNERT
SECRETARY

BROWARD COUNTY

T. SPENCER CROWLEY, III
MIAMI-DADE COUNTY

DONALD J. CUOZZO
MARTIN COUNTY

CHARLES C. ISIMINGER
PALM BEACH COUNTY

VACANT
VOLUSIA COUNTY

MICHAEL O'STEEN
DUVAL COUNTY

JERRY H. SANSOM
BREVARD COUNTY

LYNN A. WILLIAMS
NASSAU COUNTY

VACANT
INDIAN RIVER COUNTY

MARK T. CROSLEY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE
DIRECTOR

FY 2021-2022

WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 1: Attachments A through D

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WATERWAYS ASSISTANCE PROGRAM APPLICATION

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ATTACHMENT B	COMMISSIONERS LISTING
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ATTACHMENT D	PROGRAM RULES

Part 2.

ATTACHMENT E	PROGRAM APPLICATION/TIPS SHEET (1 PAGE)
E-1.	APPLICATION CHECK LIST (2 PAGES)
E-2.	APPLICANT INFORMATION/PROJECT SUMMARY
E-3.	PROJECT INFORMATION
E-4.	APPLICATION AND EVALUATION WORKSHEET (20 PAGES)
E-5.	COST ESTIMATE FORM
E-6.	PROJECT TIMELINE
E-7.	RESOLUTION (2 PAGES)
E-8.	ATTORNEYS CERTIFICATION OF TITLE
E-9.	REQUIRED MAPS
	County/City Map of project location
	Site plan map

ATTACHMENT A
FY 2021-2022
WATERWAYS ASSISTANCE PROGRAM
SCHEDULE

January 2021 Availability of application packages.

Prior to March 4, 2021 Applicants schedule review of proposed projects with local FIND Commissioner, required before submission to the District office.

March 29, 2021 Application due in the District office by 4:30 PM (No Exceptions)
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May 21, 2021 Application requirements must be completed or application will be eliminated from further consideration.

June 18 & 19, 2021 Applicants make a 10-minute presentation of application to FIND Board. Meeting held in Brevard County.

July 16, 2021 FIND Board reviews additional requested information and the Commissioners will complete the Application's Rating & Evaluation Form. Board makes final funding decisions on remaining eligible applications (subject to budget process).

Sept. 20, 2021 All remaining permits due.

October 1, 2021 Grant awards are announced. Funded applicants execute project agreement. Project funds become available, project initiates, timeline begins.

ATTACHMENT B

2020-2021 FIND BOARD OF COMMISSIONERS

NASSAU COUNTY Mr. Lynn Williams 6400 E. Marina Dr. Long Beach, CA 90803 Ph# (847) 4922-1598 LWilliams@aicw.org	DUVAL COUNTY Mr. Michael O'Steen c/o PARC Group 4314 Pablo Oaks Court Jacksonville, FL 32224 Office Ph# (904) 992-9750 MOsteen@aicw.org
ST. JOHNS COUNTY Mr. Carl Blow 100 Santa Monica Avenue St. Augustine, FL 32080-5417 Ph# (904) 710-2655 JCBlow@aicw.org	FLAGLER COUNTY Vacant Please contact Janet Zimmerman @ FIND Ph# (561) 627-3386 jzimmerman@aicw.org
VOLUSIA COUNTY Vacant Please contact Janet Zimmerman @ FIND Ph# (561) 627-3386 jzimmerman@aicw.org	BREVARD COUNTY Mr. Jerry H. Sansom P.O. Box 98 Cocoa, FL 32923-0098 Ph# (321) 777-8130 jerryhsansom@aol.com
INDIAN RIVER COUNTY Vacant Please contact Janet Zimmerman @ FIND Ph# (561) 627-3386 jzimmerman@aicw.org	ST. LUCIE COUNTY Mr. Don Donaldson 138 Commonwealth Court Fort Pierce, FL 34949 Ph# (772) 260-1969 DDonaldson@aicw.org
MARTIN COUNTY Mr. Donald J. Cuzzo Cuzzo Design Group 926 SE 5TH Street Stuart, FL 34994 Ph # (772) 485-1600 dcuzzo@cdgplan.com	PALM BEACH COUNTY Mr. Charles Isiminger c/o Isiminger & Stubbs Engineering, Inc. 649 U.S. Highway 1, Suite 9 North Palm Beach, FL 33408-4616 Ph# (561) 881-0003 cisiminger@coastal-engineers.com
BROWARD COUNTY Mr. Frank Gernert Florida General Enterprises, LLC. 1109 Avocado Isle Fort Lauderdale, FL 33315 Ph # (954) 649-5200 FGernert@aicw.org	MIAMI-DADE COUNTY Mr. Spencer Crowley, III c/o Akerman LLP 98 SE 7 Street, Suite 1100 Miami, FL 33131 Ph# (305) 374-5600 spencer.crowley@akerman.com

ATTACHMENT C

2021 ASSISTANCE PROGRAM PROJECT PRIORITY LIST

<u>PRIORITY</u>	PROJECT CATEGORY	MAX POINTS AVAILABLE (Question #1)	<i>Highest Potential Score</i>
1.	Public navigation channel dredging.	8	50
2.	Public navigation aids & markers.	8	50
3.	Inlet management projects that are a benefit to public navigation in the District.	7	49
4.	Public shoreline stabilization directly benefiting the District's waterway channels. (ICW or OWW)	7	49
5.	Acquisition and development of publicly owned spoil disposal sites & public commercial/industrial waterway access	6	48
6.	Waterway signs & buoys for safety, regulation or information.	6	48
7.	Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities;	5	47
8.	Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities;	5	47
9.	Derelict vessel removal	4	46
10.	Waterway related environmental education programs & facilities	4	46
11.	Public fishing & viewing piers	3	45
12.	Public waterfront parks and boardwalks and associated improvements	3	45
13.	Maritime Management Planning	3	44
14.	Waterway boating safety programs & equipment	2	44
15.	Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project	2	43
16.	Environmental restoration, enhancement or mitigation projects	2	43
17.	Other waterway related projects.	1	42

NOTE: Projects qualifying for Emergency Re-Construction status may have an additional 3 points available to the potential score.

ATTACHMENT D

CHAPTER 66B-2 WATERWAYS ASSISTANCE PROGRAM (2021)

66B-2.001	Purpose
66B-2.002	Forms
66B-2.003	Definitions
66B-2.004	Policy
66B-2.005	Funds Allocation
66B-2.006	Application Process
66B-2.0061	Emergency Applications
66B-2.008	Project Eligibility
66B-2.009	Project Administration
66B-2.011	Reimbursement
66B-2.012	Accountability
66B-2.013	Acknowledgement
66B-2.014	Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015	Small-Scale Derelict Vessel Removal Projects
66B-2.016	Waterways Cleanup Events

66B-2.001 Purpose.

Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) F.S. Law Implemented 374.976(1) F.S. History--New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.

All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) F.S. Law Implemented 374.976(1) F.S. History--New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.

The basic terms utilized in this rule are defined as follows:

- (1) "APPLICANT" means an eligible governmental agency submitting an application through this program.
- (2) "APPLICATION" means a project proposal with the required documentation.
- (3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.
- (4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.
- (5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.
- (6) "DISTRICT" means the Florida Inland Navigation District (FIND).
- (7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.
- (8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.
- (9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

- (10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.
- (11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.
- (12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.
- (13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.
- (14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.
- (15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.
- (16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.
- (17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.
- (18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.
- (19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.
- (20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.
- (21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.
- (22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.
- (23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.
- (24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.
- (25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.
- (26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.
- (27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.
- ~~(28) "TRIM HEARING" means a public hearing required by Chapter 200, F.S., concerning the tax and budget of the District.~~
- ~~(29)~~ (28) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.
- ~~(30)~~ (29) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to “waterways” as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District’s waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District’s intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History—New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-03568>, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., ~~and~~ Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C. and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the

expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project project, the Board shall make a finding that the beaches to be nourished have been adversely impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels. Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects that provide for commercial/industrial waterway access shall qualify for a maximum of fifty (50) percent funding. All other land acquisition projects shall qualify for a maximum of twenty-five (25) percent program funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. All funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility for a minimum period of 25 years after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History—New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and the Waterway Assistance Program Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) (effective date 1/2014) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and the Waterway Assistance Program Project Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic

Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application and Evaluation Worksheets No. 91-25 (A) through (F) for Waterways Assistance Program applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications," shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06, 1/2014).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in Rule 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,

7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,
9. Derelict Vessel Removal,
10. Waterways related environmental education programs and facilities,
11. Public fishing and viewing piers,
12. Public waterfront parks and boardwalks and associated improvements,
13. Maritime Management Planning,
14. Waterways boating safety programs and equipment,
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat,
2. Restrooms for non-waterway users,
3. Roadways providing access to non-waterway users,
4. Parking areas for non-waterway users,
5. Utilities for non-waterway related facilities,
6. Lighting for non-waterway related facilities,
7. Project maintenance and maintenance equipment,
8. Picnic shelters and furniture for non-waterway related facilities,
9. Vehicles to transport vessels; and,
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,
13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:
 - a. Project management, administration and inspection,
 - b. Design, permitting, planning, engineering or surveying costs for completed construction project,
 - c. Restoration of sites disturbed during the construction of an approved project,
 - d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of \$60,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 25 years after project completion. Such dedication shall be in the form of a deed,

lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the ~~District's final TRIM hearing~~ third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. ~~Should the environmental permitting element of an application that has construction elements requiring state or federal environmental permits or authorizations not be completed by the District's final TRIM hearing, the construction portion of the project will not be considered for funding. Whereby funding decisions are completed at the final TRIM hearing, the District will not deviate from the funding schedule to accommodate any application deficiency. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.~~

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
 2. Public mooring and docking facility analysis, including day docks and transient slips.
 3. Commercial and working waterfront identification and needs analysis.
 4. The identification, location, condition and analysis of existing and potential navigation channels.
 5. An inventory and assessment of accessible public shorelines.
 6. Public Waterway transportation needs.
 7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
 8. Economic conditions affecting the boating community and boating facilities.
 9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.
- (c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The

applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History—New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection

66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to \$7,500 per project, not to exceed \$22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding \$10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

~~(5) Hold Harmless Waiver: All volunteers, who are not government employees, shall sign a hold harmless waiver Form No. 02-~~

~~01 (New 7-30-02) as approved by the District and hereby incorporated by reference and available from the District office.~~

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 7-30-02, Amended 4-24-06, 3-7-11.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to \$30,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to \$5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, on-line, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves,

advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional \$5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional \$1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 3-7-11.



WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E



Florida
Inland
Navigation
District

FY 2021

WATERWAYS ASSISTANCE PROGRAM
APPLICATION PACKAGE
Part 2. Attachment E

The following attachment E-1 through E-8, in addition to the requirements of items 10 through 13 of the application checklist, constitute your formal application.

**SUBMIT THE APPLICATION INFORMATION IN
THE ORDER LISTED ON THE CHECKLIST.**

Applications must be received by the District by 4:30 p.m. on March 29, 2021.

SUBMIT ENTIRE APPLICATION ONE OF TWO WAYS:



Electronic copy (pdf) via email:
JZimmerman@aicw.org

OR



Completed hardcopy via Mail:
**FIND, 1314 Marcinski Rd.,
Jupiter, FL 33477**

Application must be received by the deadline, no exceptions.

Attachment E - Applicant Tips Sheet

(Mistakes Common to the application process and how to avoid them)

SCHEDULING

The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 29th of March; Property control/Technical sufficiency items – 21st of May, Permits – 20th of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

PROPERTY CONTROL VERIFICATION

Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application "window".)

PROJECT COSTS ELIGIBILITY

Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

COST-SHARE

Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project element in a certain manner for easier accounting.)

PRE-AGREEMENT EXPENSES

Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible. Note, that pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of \$200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the \$100,000 project cost prior to October 1st is eligible as project expenses (i.e. \$50,000). Then only ½ of the eligible project expenses (\$50,000) are eligible for District funding assistance (i.e. \$25,000).

SUBMITTED MATERIALS & JUNE PRESENTATION

The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Commissioner's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

ELECTRONIC SUBMISSIONS

Grant applications are being accepted by email or hardcopy. Grant applications may be submitted via email as a pdf attachment (permits attached separately). Make sure to label your pdf attachment with the applicant and project title. You will receive a confirmation email letting you know your application has been received. Email your completed application to JZimmerman@aicw.org Or you may send hardcopy applications to FIND, 1314 Marcinski Rd, Jupiter, FL 33477.

Applications must be received by the District by 4:30 p.m. on March 29, 2021.

ATTACHMENT E-1

APPLICATION CHECKLIST

WATERWAY ASSISTANCE PROGRAM FY 2021

Project Title:	
Applicant:	

This checklist and the other items listed below in items 1 through 13 constitute your application. The required information shall be submitted in the order listed.

An electronic copy may be emailed to JZimmerman@aicw.org. Application must be received by the deadline, no exceptions.

All information will be printed on 8 ½"x11" paper to be included in agenda books bound by staff.

	<u>YES</u>	<u>NO</u>
1. District Commissioner Review (prior to March 4th) (NOTE: <u>For District Commissioner initials ONLY!</u>) (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)	_____	_____
2. Application Checklist – E-1 (Form No. 90-26, 2 pages) (Form must be signed and dated)		
3. Applicant Info/Project Summary – E-2 (Form No. 90-22, 1 page)(Form must be completed and signed)		
4. Project Information – E-3 (Form No. 90-22a, 1 page)		
5. Application and Evaluation Worksheet – E-4(+) (Form No.91-25) (One proper sub-attachment included, 7 pages) Must answer questions 1-10. No signatures required		
6. Project Cost Estimate – E-5 (Form No. 90-25, 1 page) (Must be on District form)		
7. Project Timeline – E-6 (Form No. 96-10, 1 page)		
8. Official Resolution Form – E-7 (Form No. 90-21, 2 pages) (Resolution must be in District format and include items 1-6)		

ATTACHMENT E-1 (Continued)

APPLICATION CHECKLIST

WATERWAY ASSISTANCE PROGRAM FY 2021

YES

NO

9. Attorney's Certification (Land Ownership) – E-8
**(Must be on or follow format of Form No. 94-26,
Legal descriptions NOT accepted in lieu of form)**
10. County/City Location Map
11. Project Boundary Map
12. Clear & Detailed Site Development Plan Map
13. Copies of all Required Permits: ACOE, DEP, WMD
(Required of development projects only)

The undersigned, as applicant, acknowledges that Items 1 through 12 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 29, 2021 By May 21, 2021 my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 13 is due to the District no later than September 20, 2021. If the information in Item 13 is not submitted to the District office by September 20, 2021, I am aware that my application will be removed from any further funding consideration by the District.

LIAISON: Brian Bossio TITLE: Sergeant

2/21/2021

**** SIGNATURE - PROJECT LIAISON ****

DATE

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review: _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility: _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

Eligibility of Project Cost: _____

ATTACHMENT E-2
APPLICANT INFORMATION & PROJECT SUMMARY
 WATERWAY ASSISTANCE PROGRAM FY 2021

APPLICANT INFORMATION			
Applicant:			
Department: Police			
Project Title:			
Project Director: Brian Bossio		Title:	Sergeant
Project Liaison: (if different from Director)		Title:	
Mailing Address:	830 SE Martin Luther King JR Boulevard		
City: Stuart	Zip Code:	34994	
Email Address: bbossio@ci.stuart.fl.us	Phone #:	772-288-5339	
Project Address:	N/A		

*** I hereby certify that the information provided in this application is true and accurate. ***

SIGNATURE: _____ DATE: _____

PROJECT NARRATIVE (Please summarize the project in space provided below in 2 paragraphs or less.) This project is for the purchase of a center console boat for our Marine Patrol. The vessel will primarily be used to patrol all waterways with the City of Stuart jurisdiction and as requested by agencies under a mutual aid agreement. The vessel will also be used to enforce boating laws, intercept narcotics, and to protect marine life and the environment. Our marine unit is also necessary for occasional search and rescue operations that occasionally arise from suicidal individuals on the New Roosevelt Bridge which is within the City of Stuart jurisdiction. The boat will also be utilized for our community outreach efforts with our "Cops and Bobbers" program. This program is a behavioral incentive for children in our community who attend our City sponsored programs.

ATTACHMENT E-3

PROJECT INFORMATION

WATERWAY ASSISTANCE PROGRAM FY 2021

Applicant:	Project Title:	
Total Project Cost: \$ 100,000.00	FIND Funding Requested: \$ 50,000.00	% of Total Cost: 50
Amount of Applicant's Matching Funds:	\$50,000	
Source of Applicant's Matching Funds:	City Funds	

1. Ownership of Project Site (check one): Own: ☐ Leased: ☐ Other: ☐

2. If leased or other, please describe lease or terms and conditions:

N/A

3. Has the District previously provided assistance funding to this project or site? Yes: ☐ No: ☐

4. If yes, please list:

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable):

10 miles of shoreline, approximately 4,000 LF of public boardwalk, multiple large marinas, waterfront public parks with pavilions, a public floating dock with fifteen boat slips, a two lane boat ramp, seven boat slips, eleven boat trailer parking spaces, children's playgrounds, restrooms and vehicle parking.

6. How many additional ramps, slips, parking spaces or other access features will be added by this project?

N/A

7. Are fees charged for the use of this project? No ☐ Yes ☐ **

****If yes, please attach additional documentation of fees and how they compare with fees from similar public & private facilities in the area.**

Please list all Environmental Resource Permits required for this project:

AGENCY	Yes / No / N/A	Date Applied For	Date Received
WMD			
DEP			
ACOE			

ATTACHMENT E-4 EVALUATION WORKSHEET

WATERWAY ASSISTANCE PROGRAM FY 2021

DIRECTIONS:

All applicants will complete questions 1 through 6, and then based on the type of project, complete one and only one subsection (E-4A, B, C, D or E) for questions 7-10.

*****Please keep your answers brief and do not change the pagination of Attachment E-4*****

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

Project Title:	
Applicant:	

1) PRIORITY LIST:

- a) **Denote the priority list category of this project from Attachment C in the application.**
(The application may only be of **one** type based upon the predominant cost of the project elements.)

14. Waterway boating safety programs & equipment.



- b) **Explain how the project fits this priority category.**

This project is for the purchase of a center console boat for our Marine Patrol. The vessel will primarily be used to patrol all waterways with the City of Stuart jurisdiction and as requested by agencies under a mutual aid agreement. The vessel will also be used to enforce boating laws, intercept narcotics, and to protect marine life and the environment. Our marine unit is also necessary for occasional search and rescue operations that occasionally arise from suicidal individuals on the New Roosevelt Bridge which is within the City of Stuart jurisdiction. The boat will also be utilized for our community outreach efforts with our "Cops and Bobbers" program. This program is a behavioral incentive for children in our community who attend our City sponsored programs.

(For reviewer only)

Max. Available Score for application _____

Question 1. Range of Score (1 to _____ points)

2) WATERWAY RELATIONSHIP:

a) Explain how the project relates to the ICW and the mission of the Navigation District.

The ICW in Martin County runs from the south county line to the north county line. In addition, the ICW also runs from over to the western county line as the waterway splits in the county. Potentially over 70 miles of the ICW will be patrolled by the new vessel.

b) What public access or navigational benefit to the ICW or adjoining waterway will result from this project?

Public Navigation is improved when hazards are removed, inexperienced boaters will receive assistance/education, and laws are enforced.

(For reviewer only)

(1-6 points)

3) PUBLIC USAGE & BENEFITS:

**a) Describe how the project increases/improves boater/public access.
Estimate the amount of total public use.**

The Vessel will not be used publicly. However, it will be used to patrol surrounding waterways. This vessel will benefit the community as it will be utilized for public safety purposes.

**b) Discuss the regional and local public benefits provided by the project.
Can residents from other counties of the District reasonably access and use the project? Explain.**

Martin County has hundreds of miles of waterway that are used both for recreation and commercial boaters. This vessel and services of the Stuart Police Department will be available for other agencies in mutual aid situations. Additional law enforcement presence and patrols will result in a safer experience overall.

c) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use of this site?

N/A

(For reviewer only)

(1-8 points)

4) TIMELINESS:

- a) Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-6.**

The vessel will be put into service immediately after purchase. When the grant contract is finalized the boat will be purchased- approximately 3 months

- b) Briefly explain any unique aspects of this project that could influence the timeline.**

Minor delays could be experienced if new boat models are behind in production from the factory due to high demand.

(For reviewer only)
(1-3 points)

5) COSTS & EFFICIENCY:

- a) List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project including any cash match or matching grant funds.**

The City of Stuart has budgeted \$50,000 for this project. Any additional unanticipated costs over the \$100,000 purchase price will be paid for by the City of Stuart.

- b) Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.**

It is not anticipated that any costs will be increased.

- c) Are there any fees associated with the use of this facility? If so, please list or attach fee sheet.**

The City of Stuart commits to a full and appropriate maintenance schedule for the boat in order to ensure that it can be used for the longest period of time possible.

- d) If there are any fees, please explain where these fees go and what they are used for. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.**

No additional fees are associated with this project.

(For reviewer only)
(1-6 points)

6) PROJECT VIABILITY:

a) Why is the project necessary and what need will it fill? Why are existing facilities insufficient to meet demand?

The vessel will primarily be used to patrol all waterways with the City of Stuart jurisdiction and as requested by agencies under a mutual aid agreement. The vessel will also be used to enforce boating laws, intercept narcotics, and to protect marine life and the environment. Our marine unit is also necessary for occasional search and rescue operations that occasionally arise from suicidal individuals on the New Roosevelt Bridge which is within the City of Stuart jurisdiction. The boat will also be utilized for our community outreach efforts with our "Cops and Bobbers" program. This program is a behavioral incentive for children in our community who attend our City sponsored programs. Sworn Officers take children of the program for a day of fishing and provide education regarding our natural resources of our waterways.

b) Clearly demonstrate how the project will continue to be maintained and funded after funding is completed.

The boat will be properly stored and maintained by the City of Stuart. All maintenance will be at the cost of the City of Stuart.

c) Is this project referenced or incorporated in an existing maritime management, public assess or comp plan?

No

*(For reviewer only)
(1-7 points)*

SUB-TOTAL _____

FIND FORM NO. 91-25

Rule 66B-2.005 (Effective Date: 3-21-01, Revised 4-24-06, 1-27-14)

ATTACHMENT E-4A
EVALUATION WORKSHEET
DEVELOPMENT & CONSTRUCTION PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A DEVELOPMENT OR CONSTRUCTION PROJECT BUT **IS NOT** AN INLET MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

7) PERMITTING:

- a) Have all required environmental permits been applied for? (USACE, DEP and WMD)
If permits are NOT required, explain why not.**

The boat will be registered with the State of Florida. No other permitting will be necessary.

- b) If the project is a Phase I project, please provide a general cost estimate for the future Phase II work.**

N/A

- c) Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.**

The only delays could potentially be delivery of the boat due to a backlog with the manufacturer.

(For reviewer only)
(1-4 points)

8) PROJECT DESIGN:

- a) Has the design work been completed?
If this is a Phase I project, has a preliminary design been developed?

N/a

- b) Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?

N/A

(For reviewer only)
(1-2 points)

9) CONSTRUCTION TECHNIQUES:

- a) Briefly explain the construction techniques and materials to be utilized for this project. Identify any unique construction materials that may significantly alter the project costs. If a Phase 1, elaborate on potential techniques.

There is no construction involved.

- b) What is the design life of the proposed materials compared to other available materials?

N/A

(For reviewer only)
(1-3 points)

10) ENVIRONMENTAL COMPONENTS:

- a) How has the facility where the project is located demonstrated commitment to environmental compliance, sustainability, and stewardship?

N/A

- b) What considerations, if any, have been made for sea level rise impacts in the design and life span of this project?

N/A

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

Note:

The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

Form No. 91-25A

Rule 66B-2.005 (Effective Date: 3-21-01, revised 4-24-06, 1-27-14)

ATTACHMENT E-4B
EVALUATION WORKSHEET
ENVIRONMENTAL EDUCATION PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN
ENVIRONMENTAL EDUCATION PROJECT

7) THOROUGHNESS:

- a) Who is the primary target audience or user group for the project and how were they identified?**

The primary target audience for this project is the recreational and commercial boating community, the citizens, and visitors of the City of Stuart, and participants of our "Cops and Bobbers" program. The vessel would also be available for other city projects or environmental assessments.

- b) How have the needs of the target audience been evaluated and met?**

Martin County has over 70 miles of ICW. We have responded to emergencies on the water and assisted boaters and citizens.

- c) How many people will the program serve on an annual basis? What will be the measurable results?**

The vessel will be utilized year-round with random patrols, targeted patrols, and our community programs with children. It is impossible to quantify crimes that have been deterred to police presence, however, the community will certainly benefit citizens and the boating community as public safety will be the primary focus with the use of the boat. The added patrolling will aid in the protection of the coastal borders from the criminal elements. The vessel should last a minimum of 15 years which will ensure the safety and security for many years.

(For reviewer only)
(1-5 points)

8) DELIVERABLES:

- a) **Describe the materials and project deliverables to be produced by this project.**

The Vessel requested is a 24 foot boat with twin engines.

- b) **Is there a clear and effective plan of dissemination of the materials produced through the project? Please describe.**

N/A

(For reviewer only)
(1-2 points)

9) EXPERIENCE & QUALIFICATIONS:

- a) **Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.**

Several sworn officers will be qualified to operate the vessel. We will require a Coast Guard approved class for the operators as well as practical proficiency to be demonstrated by each operator. All of our operators will also be required to have experience operating a boat of this type.

- b) **What previous projects of this nature have been completed by the program manager?**

The Stuart Police Department has owned and utilized vessels for the past 20 years.

(For reviewer only)
(1-2 points)

10) PROJECT GOALS:

a) What are the long-term goals of this project as it relates to the ICW?

The long-term goals of this proposal are to: enhance public safety on the waterways, educate recreational This project is for the purchase of a center console boat for our Marine Patrol. The vessel will primarily be used to patrol all waterways with the City of Stuart jurisdiction and as requested by aencies under a mutual aid agreement.

b) What is the expected duration/frequency of this program?

N/A

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

Note:

The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4C
EVALUATION WORKSHEET
LAW ENFORCEMENT & BOATING SAFETY PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A LAW
ENFORCEMENT OR BOATING SAFETY PROJECT

7) VIABILITY:

- c) Describe how the project will address particular public health, safety, or welfare issues of the Navigation District's Waterways.**

This project is for the purchase of a patrol boat for the Stuart Police Department Marine Patrol. The vessel would be used to patrol all waterways within the City of Stuart jurisdiction. Also, with a Mutual Aid agreement with the Martin County Sheriff's Office, the vessel will also be used in the waterways of Martin County and off of the coast in the Atlantic Ocean. Some of the functions of the boat include: enforcing boating laws, intercept illegal immigrants and narcotics, protect marine life, and assist citizens in distress.

- d) How does the project provide significant benefits or enhancements to the District's Waterways?**

The vessel will primarily be used to patrol all waterways with the City of Stuart jurisdiction and as requested by agencies under a mutual aid agreement. The vessel will also be used to enforce boating laws, intercept narcotics, and to protect marine life and the environment. Our marine unit is also necessary for occasional search and rescue operations that arise from suicidal individuals on the New Roosevelt Bridge which is within the City of Stuart jurisdiction.

(For reviewer only)
(1-3 points)

8) EXPERIENCE & QUALIFICATIONS:

- a) **List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.**

Several sworn officers will be qualified to operate the vessel. We will require a Coast Guard approved class for the operators as well as practical proficiency to be demonstrated by each operator. All of our operators will also be required to have experience operating a boat of this type.

- b) **Have the personnel participated in or received state marine law enforcement training?**

Our operators have received training from the USCG and ongoing proficiency demonstrations regularly.

(For reviewer only)
(1-2 points)

9) DELIVERABLES:

- a) **Describe the anticipated, long-term measurable results of implementing this project.**

The vessel will be utilized year-round with random patrols, targeted patrols, and our community programs with children. It is impossible to quantify crimes that have been deterred to police presence, however, the community will certainly benefit citizens and the boating community as public safety will be the primary focus with the use of the boat. The added patrolling will aid in the protection of the coastal borders from the

- b) **What is the range or area of coverage for this project? Please provide a map of the coverage area.**

The ICW in Martin County runs from the south county line to the north county line. In addition, the ICW also runs from over to the western county line as the waterway splits in the county. Potentially over 70 miles of the ICW will be patrolled by the new vessel.

- c) **Does the project fulfill a particular community need?**

The project will allow our Marine Unit to better protect the public through increased police access, response time and aquatic agility. The new vessel is designed for the most rigorous environments and conditions and is well suited for insertion/extraction, law enforcement

(For reviewer only)
(1-4 points)

10) EDUCATION:**a) What are the educational benefits (if any) of this proposed project?**

The boat will also be utilized for our community outreach efforts with our “Cops and Bobbers” program. This program is a behavioral incentive for children in our community who attend our City sponsored programs. Sworn Officers take children of the program for a day of fishing and provide education regarding our natural resources of our waterways. We also utilize the boat to assist elected officials and other agencies.

b) How does the project or program provide effective public boating education or expand boater safety?

The boat will be used to enforce marine laws, provide a visual deterrent to potential violators, and educate boaters on safety and Florida Statutes.

(For reviewer only)
(1 -3 points)

RATING POINT TOTAL _____

Note:

The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4D
EVALUATION WORKSHEET
INLET MANAGEMENT & PUBLIC NAVIGATION PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN INLET
MANAGEMENT OR PUBLIC NAVIGATION PROJECT

7) WATERWAY RELATIONSHIP:

- a) How does the project directly benefit the Atlantic Intracoastal Waterway (AICW)?

N/A

- b) Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

N/A

- c) Will the project inhibit sediment inflow into, or reduce the dredging frequency of the AICW?

N/A

(For reviewer only)
(1-5 points)

8) PUBLIC ACCESS:

- a) Will the project enhance public access to or from the waterways? Describe in brief detail.

N/A

- b) List the upstream publicly accessible facilities with improved access as a result of this project.

N/A

(For reviewer only)
(1 -3 points)

9) BENEFICIAL PROJECT ELEMENTS:

- a) Are there additional economic benefits to be realized by implementing this project?

N/A

- b) Briefly spell out any water quality, environmental or habitat benefits to be realized by this project.

N/A

(For reviewer only)
(1 -2 points)

10) PROJECT MAINTENANCE:

a) When was this area last dredged? What is the expected frequency of future dredging?

N/A

b) Explain the funding mechanism for the long-term maintenance of the project.

N/A

c) Describe the long-range dredge material management plans.

N/A

(For reviewer only)
(1 -2 points)

RATING POINT TOTAL _____

Note:

The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4E
EVALUATION WORKSHEET
BEACH RENOURISHMENT PROJECTS
WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A
BEACH RENOURISHMENT PROJECT

7) WATERWAY RELATIONSHIP:

- a) Describe how the District and other navigation interests will benefit from the implementation of this project.

N/A

(For reviewer only)
(1 -4 points)

8) VIABILITY:

- a) Is the project site defined as critically eroded area by a statewide beach management plan?

N/A

- b) Cite the quantifiable rate of erosion in this area.

N/A

- c) Is the project an important component of an overall beach management effort?

N/A

(For reviewer only)

(1 -4 points)

9) PUBLIC BENEFITS:

- a) Are there quantifiable public benefits demonstrated by the project?

N/A

- b) Is there adequate public access to the project area?
Please describe location and amount.

N/A

(For reviewer only)

(1-2 points)

10) PROJECT FUNDING:

a) Describe any assistance funding from other sources.

N/A

b) Clarify the availability of long-term funding for this project.

N/A

(For reviewer only)
(1-2 points)

RATING POINT TOTAL: _____

Note:

The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

Form No. 91-25E

Rule 66B-2.005 (Effective Date: 3-21-01, Revised 4-24-06, 1-27-14)

ATTACHMENT E-4F
EVALUATION WORKSHEET
EMERGENCY RE-CONSTRUCTION

WATERWAY ASSISTANCE PROGRAM FY 2021

THIS ATTACHMENT IS TO BE COMPLETED ONLY IF YOUR PROJECT IS A WATERWAY PROJECT THAT WAS DAMAGED BY A NATURAL DISASTER AS DECLARED BY A STATE OF EMERGENCY UNDER CHAPTER 252, FLORIDA STATUTES.

11. (EXTRA) STORM DAMAGE EVALUATION:

- a) List the State of Emergency declaration order or proclamation & the name and date of the storm/event.

N/A

- b) Has this site/project previously received funding from FIND

N/A

- c) Detail the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair.

N/A

- d) What is the current status of your FEMA paperwork for the project?

N/A

(For reviewer only)
(0-3 points)

WATERWAY ASSISTANCE PROGRAM FY 2021

Project Title:	
Applicant:	

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)</i>	Total Estimated Cost	Applicant's Cost (To the nearest \$50)	FIND Cost (To the nearest \$50)
24' Boat with emergency lighting and equipment. 2 twin outboard engines 1 aluminum boat trailer	100,000.00	50,000.00	50,000.00

**TOTALS =	\$	\$ 50,000.00	\$ 50,000.00
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ATTACHMENT E-6

PROJECT TIMELINE

WATERWAY ASSISTANCE PROGRAM FY 2021

Project Title:	
Applicant:	

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.

NOTE: All funded activities must begin AFTER October 1st
(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

Date	Component
3/1/2022	Boat Purchased, received and operational.

ATTACHMENT E-7

RESOLUTION FOR ASSISTANCE 2021

UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE _____ is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of Stuart
and the State of Florida:

Project Title _____

Total Estimated Cost \$ _____

Brief Description of Project:

To purchase a 21-24ft police patrol boat to enhance safety of the waterways in the the city, use with city projects, and community outreach.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the _____
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said _____
(Name of Agency)
make application to the Florida Inland Navigation District in the amount of _____% of the
actual cost of the project in behalf of said _____
(Name of Agency)

AND, be it further resolved by the _____
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

(1)

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said _____
_____ for public use.
(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the _____ at a legal meeting
(agency governing board)
held on this _____ day of _____ 20_____.

Attest

Signature

Title

Title

(2)

ATTACHMENT E-8
ATTORNEYS CERTIFICATION OF TITLE 2021
(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE _____ ATTORNEY

(Address)

_____, 2021

TO WHOM IT MAY CONCERN:

I, _____, am the Attorney for the _____, Florida. I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____ to the _____ dated _____ conveying _____ (type of interest, ie. Fee simple, easement, 25 year lease, etc.) in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the _____. Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called " _____ (Name of Property as Referenced in the WAP application) _____".

I certify that the _____ does in fact (own, lease, etc.) this property for _____ years.

Very truly yours,

Attorney

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/22/2021

Prepared by: Stephen Mayer

Title of Item:

HIDDEN KEY RPUD REZONING (QUASI-JUSICIAL) (RC):

ORDINANCE No. 2457-2021; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING THE 1.36 ACRE PARCEL FROM RESIDENTIAL MULTI-FAMILY/OFFICE (R-3) TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD), LOCATED NORTH OF THE ARC OF MARTIN COUNTY AND SOUTH OF THE ESTATES OF STUART, EAST OF KANNER HIGHWAY, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE HIDDEN KEY RPUD CONSISTING OF TWENTY-EIGHT (28) MULTI-FAMILY UNITS WITHIN TWO TWO-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

History

The applicant has agreed to incorporate a condition requiring the installation of a curb as directed by the City Commission at first hearing.

In order for the applicant to modify plans in response to comments made by the Local Planning Agency at the November 12th, 2020, public hearing, staff and the applicant requested to continue the item to January 11, 2021. The property was not noticed correctly and it was required to place an additional sign along Kanner Highway, being continued to February 8, 2011.

On LPA recommendation LPA the applicant removed the bio-swale from the rear of the property in order to provide a denser landscape buffer strip. In addition, and in accordance with LPA recommendation with regard to pedestrian safety, a sidewalk has been located on the north side of the entrance. Minor corrections of typos on the elevations, and the labeling of the 6' high perimeter wall, bike rack, mailbox, and future electric vehicle charging station locations are also updated on the site and landscape plans.

Summary

The subject property consists of one parcel totaling 1.36 acres in size, located south of the Estates of Stuart, north of ARC of Martin County and east of Kanner Highway. The property is currently vacant and undeveloped with no wetlands. An environmental assessment shows a mix of exotic and native vegetation, including laurel oak and slash pines which will be mitigated for with new landscaping and payment to the tree replacement fund.

A Site Plan has been planned with 28 multi-family apartment flats within a two-story building. The property is much longer in width than it is in depth. This places site constraints on the property as it related to the usage of

the front parking lot and the rear buffer area.

The applicant is requesting the following two (2) waivers from the City's Land Development Code:

1 . **Section 2.07.00 Density.** The applicant is requesting 28 units, or 20.6 units per acre. Under the provisions of the Land Development regulations the proposal is within the maximum permitted gross density as prescribed by policy 1.A.7.2 of the City of Stuart Comprehensive Plan relating to gross densities, which for a RPUD with an Office/Residential future land use located outside of the CRA is not greater than 30 units per acre. The density entitled by the existing R-3 zoning is up to 11.62 units per acre (15 units). The request will therefore increase the unit count by 13 on this site.

The infill project received a previous minor site plan approval for 13 town home units and met all applicable code sections. However, the applicant desires to develop the property as an apartment flat style with one additional waiver to the northern transitional buffer (waiver request below). The applicant is providing 34% open space when the credit is given for the use of semi-pervious brick pavers. The applicant is exceeding the landscape requirement and is providing a bio-swale toward the sides of the property and a transitional landscape buffer toward the rear. The site plan consists of 83% native, including native grasses, with the only non-native planting being Alexander and Sylvester Palm trees. The applicant is providing for new housing opportunities in a site that is currently an undeveloped infill lot. Staff recommends supporting the granting of the increased density allocation for this site.

2 . **Section 6.04.06. Land Use Transitions and Landscape Buffers.** The buffer width requirement for a two-story multi-family use adjacent to multi-family use is 30' along the rear side. The applicant is requesting a consistent 15' wide landscape buffer along the northern and eastern property lines, where the proposed multi-family use is abutting an existing multi-family community (Estates of Stuart), including a 6' high perimeter wall. Within this zone, there is a proposed landscape buffer consisting of two rows of tree plantings. The applicant is required to install 39 shade trees. The applicant is preserving, relocating or planting 49 shade trees, not including the Queen myrtle and palm trees as under story trees.

Funding Source:

N/A

Recommended Action:

Motion to approve Ordinance 2457-2021 on second reading.

ATTACHMENTS:

Description	Upload Date	Type
□ A1. Ordinance 2457-2021	2/15/2021	Ordinance add to Y drive
□ B1. Staff Report	2/12/2021	Staff Report
□ C1. Site Plan	12/31/2020	Exhibit
□ C2. Landscape Plan	12/31/2020	Exhibit
□ C3. Boundary and Tree Survey	11/2/2020	Exhibit
□ C4. Environmental Assessment	11/2/2020	Exhibit
□ C5. Traffic Statement	11/2/2020	Exhibit
□ C6. Concept Floor Plan and Architecture	12/31/2020	Exhibit



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

ORDINANCE NUMBER 2457-2021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, REZONING THE 1.36 ACRE PARCEL FROM RESIDENTIAL MULTI-FAMILY/OFFICE (R-3) TO RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD), LOCATED NORTH OF THE ARC OF MARTIN COUNTY AND SOUTH OF THE ESTATES OF STUART, EAST OF KANNER HIGHWAY, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED; ESTABLISHING THE HIDDEN KEY RPUD CONSISTING OF TWENTY-EIGHT (28) MULTI-FAMILY UNITS WITHIN TWO TWO-STORY APARTMENT BUILDINGS; APPROVING A DEVELOPMENT SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY’S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

*** * * * ***

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by Jeremy LeMaster of MDL Holdings, LLC, for a 1.36 acre parcel of land located at PCN # 093841021000000200; and

WHEREAS, the City Commission, has considered the Petitioner's voluntary request for a rezoning to from R-3 to RPUD, and has also considered the recommendation of the City staff; and

WHEREAS, the Applicant has committed to the City that its development will comply with all development codes, plans, standards and conditions approved by the City Commission; and that it will bind its successors in title to any such commitments made upon approval of the approved RPUD; and

WHEREAS, at the hearing the applicant showed by substantial competent evidence that the application is consistent with the Stuart Comprehensive Plan, and the Land Development Code of the City, and with the procedural requirements of law; and

WHEREAS, the RPUD development will be in harmony with surrounding properties and their anticipated development;

WHEREAS, the foregoing recitals are true and adopted as findings of fact and conclusions of law.

WHEREAS, the property is legally described in “**Exhibit A**” of this ordinance. A map depicting the property is attached hereto as **Exhibit “B”** and made a part hereof by reference; and development conditions including a timetable for construction of amenities attached hereto as **Exhibit “C”**;

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

SECTION 1: The following new documents are on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit “D”**, hereinafter the

“Development Documents”, shall be deemed a part of the development conditions, and shall supplement any earlier approvals:

- a. Site Plan, Sheet 1 of 1, by Creech Consulting, Inc., dated 8.27.2020**
- b. Landscape Plan, Sheet 1 thru 3 of 3, by Eileen G Designs, Inc., dated 10.12.20**
- c. Floor Plan and Elevations, untitled and undated.**
- d. Boundary and Tree Survey, by GCY, Inc., dated June 2018**
- e. Hidden Key Environmental Assessment Report, prepared by EDC, Inc. dated November 2017.**
- f. Hidden Key Traffic Statement, prepared by Susan O’Rourke, dated 10.12.2020**

SECTION 2: The Land Development (Zoning) District designation on the City of Stuart Official Zoning Map shall be established as "RPUD" Residential Planned Unit Development, above.

SECTION 3: Except as otherwise provided herein, no development permits, site permits, or building permits shall be issued by the City except in compliance with the City’s Land Development Code.

SECTION 4: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof is hereby repealed to the extent of such conflict. If any provision of this ordinance conflicts with any contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 5: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6: This ordinance shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owner.

SECTION 7: Upon complete execution of this Ordinance, including the Acceptance and Agreement by the Owner, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

Passed on first reading the ____ day of _____, 2021.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final reading this ____ day of _____, 2021.

ATTEST:

MARY R. KINDEL
CITY CLERK

MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN A RESIDENTIAL PLANNED UNIT DEVELOPMENT AND IN ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDINANCE. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS RESIDENTIAL PLANNED UNIT DEVELOPMENT ACCORDING TO THIS ORDINANCE, ITS CONDITIONS, AND THE DEVELOPMENT PLANS AND DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ACTIONS MAY BE TAKEN AGAINST THE UNDERSIGNED BY THE CITY, INCLUDING BUT NOT LIMITED TO CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING REVOCATIONS, AND ALL APPLICABLE CIVIL AND CRIMINAL ACTIONS.

IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

By: _____

Print Name: _____

Print Name: _____

OWNERS ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____

Personally Known OR Produced Identification

Type of ID Produced _____

Signature of Notary Public: _____

Commission Expires: _____

Notary Seal:

CITY'S ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by MICHAEL J. MEIER, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Personally Known OR Produced Identification

Type of ID Produced _____

Signature of Notary Public: _____

Commission Expires: _____

Notary Seal:

EXHIBIT A – LEGAL DESCRIPTION

LEGAL DESCRIPTION

Lot 2, KANNER MINOR PLAT, according to the plat thereof, as recorded in Plat Book 14, Page 64, of the Public Records of Martin County, Florida.

TOGETHER WITH an easement for common driveway/access over the North 16 feet of the South 110 feet of the West 564 feet of the North three-quarters of the West one-half of the Northwest one-quarter of the Southwest one-quarter of Section 9, Township 38 South, Range 41 East, less the right of way for State Road 76, as described in Official Records Book 1355, Page 1382, of the Public Records of Martin County, Florida.

ALSO TOGETHER WITH an easement for common driveway/access over the South 10 feet of Lot 1, KANNER MINOR PLAT, as shown on said plat recorded in Plat Book 14, Page 64, of the Public Records of Martin County, Florida.

EXHIBIT B – LOCATION MAP



EXHIBIT C – DEVELOPMENT CONDITIONS

Approved Plans and Documents

2. The Hidden Key Residential RPUD project and use thereof shall comply with the following drawings:
 - a. **Site Plan, Sheet 1 of 1, by Creech Consulting, Inc., dated 8.27.2020**
 - b. **Landscape Plan, Sheet 1 thru 3 of 3, by Eileen G Designs, Inc., dated 10.12.20**
 - c. **Floor Plan and Elevations, untitled and undated. (Renderings to be provided; however, by final approval the applicant must provide elevations that have been signed by a registered architect)**
 - d. **Boundary and Tree Survey, by GCY, Inc., dated June 2018**
 - e. **Hidden Key Environmental Assessment Report, prepared by EDC, Inc. dated November 2017.**
 - f. **Hidden Key Traffic Statement, prepared by Susan O'Rourke, dated 10.12.2020**
3. Any modifications to the Hidden Key RPUD Site Plan that exceeds 10% of the approved building footprint, building setbacks, gross square footage, building location, parking size, location and number of parking, drainage areas, and location of landscaping may be approved by the City's Development Director, provided however, the Development Director may refer the matter to the City Commission for approval via a public hearing.
4. Development of the Subject Property as a RPUD shall include an impervious area of no more than (50%) impervious coverage for the RPUD. The maximum building height within the RPUD shall be 2 stories. Height shall be measured from the lowest

permissible finished first floor elevation to the surface of a flat roof and to the eave of a pitched roof.

5. Prior to certificate of occupancy of the last building, the applicant shall provide an engineer's written confirmation attesting that the RPUD's storm water system is in place and functioning in compliance with all approved plans and specifications.
6. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.
7. Prior to City Commission approval, the applicant shall provide a site plan showing a bike rack location, EV parking space locations, and a double dumpster accepted by the City's Public Works Department.

Landscaping

8. The common areas including the projects community recreation areas and entry features shall be provided with landscaping with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition.
9. The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed \$1,500.00.
10. A landscape maintenance plan, executed in accordance with the Land Development Regulations, including protocols for the use of pesticides, shall be submitted to the Development Department and approved prior to the issuance of a vertical construction building permit.

11. Prior to Certificate of Occupancy, all prohibited exotics and invasive species shall be removed from the entire site.

Required Open Space and Native Preserve Area

12. RPUD shall maintain the open space as depicted on the Site Plan by **Creech Consulting, Inc.** as described in Exhibit C. Required open space may include native vegetation areas and landscape buffers between the RPUD and adjacent property.
13. The location of the native vegetation shall comply with the project's landscape plan, by **Eileen G Designs, Inc.** The project shall adhere to the Preserve area mitigation and monitoring plan (PAMP) provided to the City prior to vertical construction building permit approval. The owner and developer shall adhere to the provisions of the Wetland Maintenance and Monitoring Plan and permanent maintenance will be the responsibility of the Developer, their successors or assigned. The City's protocol for the use of pesticides shall be adhered to in the continual maintenance of the PAMP.

Tree Mitigation

14. The project shall comply with Section 5.05.02 of the "Tree replacement and protection requirements" of the City's Land Development Code.

Prior to Issuance of Site Permits

15. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.
16. Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.

17. All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the commencement of any development activities.
18. All development activities shall comply with the City's Concurrency Management System prior to the issuance of building permits.

Development and Construction

19. The Developer shall construct the project's infrastructure in one phase.
20. The Developer shall install landscaping at the development's entry as shown on the landscaping plan prior to the first certificate of occupancy for a residential unit.
21. The property owner shall provide easements for licensed television services. Preserve area easements shall be dedicated to state agencies with the City of Stuart having the option to have those same easements.
22. In the event of any conflict in the provisions of Exhibit 'C' Development Conditions and attached exhibits, Exhibit 'C' shall prevail.
23. Prior to certificate of occupancy of the last building, the applicant shall provide an engineer's written confirmation attesting that the RPUD's storm water system is in place and functioning in compliance with all approved plans and specifications.
24. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.

25. All utility improvements constructed by the developer within Florida's Department of Transportation's right-of-way, shall be constructed in a manner and form acceptable to the FDOT. The developer shall grant any such utility easements necessary for this site as may be required by the FDOT.
26. The project's storm water facilities, specifically the Native Planting schemes at the detention/retention areas/wetlands, will be designed using Low Impact Development "(LID) Techniques as described in the University of Florida IFSA Extension publication LID Practices: Integration Wetlands and Enhancing Storm water Basins". The proposed dry retention shall have native grasses along the edges of the retention area are to become part of the stormwater filtration process.
27. Temporary or freestanding storage units are prohibited on the property once construction is complete.
28. Site work including but not limited to land preparation, lake excavation, clearing and grading, drainage and water, sewer and irrigation lines, and private road shall be reviewed approved by the city's public works department and the city's engineering consultant prior to permitting.
29. Prior to final site plan approval, the applicant shall provide a designated parking space for mail pick-up.
30. Prior to Certificate of Occupancy, the applicant shall provide two (2) EV parking spaces at a level 2 charging rate with a dedicated branch circuit and overcurrent protection device, per space.
31. All roof-top mounted equipment, including air conditioners, shall be screened from public view.

32. Prior to issuance of the first Certificate of Occupancy, the applicant will construct a raised curb along the entrance road from Kanner Highway to the existing curbed area of roadway

Signage

33. All signs throughout the RPUD must have a consistent treatment, as to number, location, size, height, lighting, and materials with a unified theme throughout the Planned Unit Development.

HOA Requirements & Future Amendments

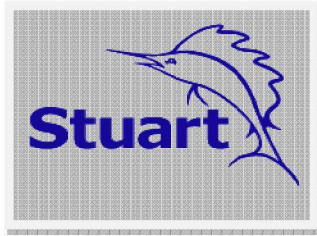
34. Owner shall not subject the Property to any condominium conversion and neither shall any portion of the Property be converted to units for sale in connection with a condominium conversion nor shall the title to any such units be transferred to any party other than being held as a single parcel for the purposes of apartment rental unless owner amends this restriction through a minor PUD amendment process.
35. Any applications to amend this Ordinance shall be limited to the Developer.
36. The City may elect at any time to assign a future land use designation of “Conservation” to the PUD’s preserve areas without objection by the owners. Further, the City may at its discretion, take over maintenance of the preserve area(s) without objection by the owners.
37. Timetable for development shall be as follows:

Site and building permit application deemed sufficient for permit review under city codes and standards.	January 1, 2023
Final Certificate of Occupancy for all site and building improvements.	January 1, 2024

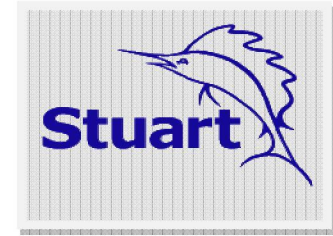
Allowable Uses

38. The following uses shall be permitted:

- a. Multi-Family Residential
- b. Home Occupations in accordance with the City's Land Development Code.



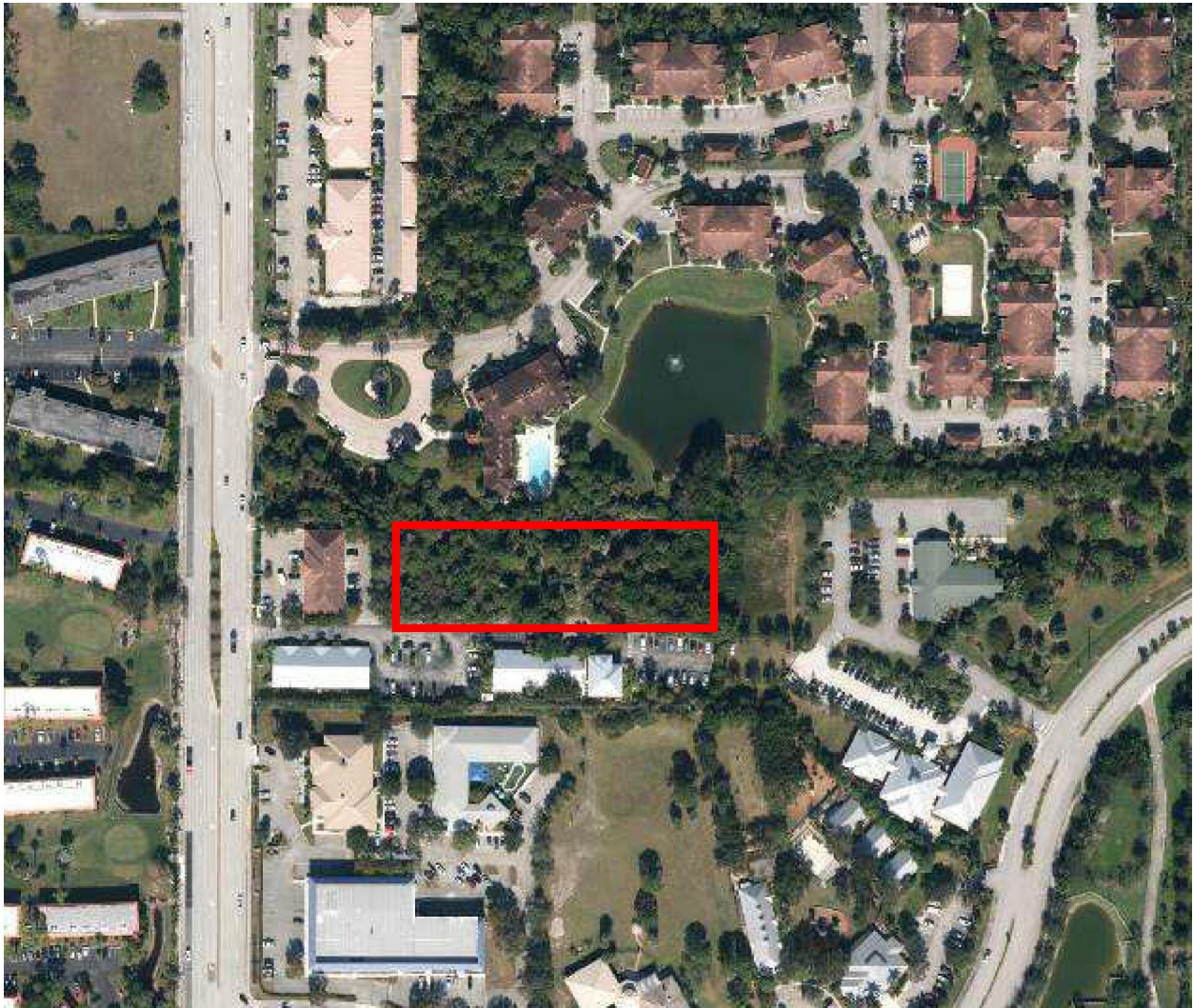
**CITY OF STUART
CITY COMMISSION**
February 22, 2021



Project Name: Hidden Key RPUD - Rezoning	Property Owner: MDL Holdings, LLC
PCN #: 09-38-41-02-100-00002-00	Applicant/Petitioner:
Ordinance No: 2457-2021	Agent/Representative: Creech
	Case Planner: Stephen Mayer
Location: A parcel lying south of the Estates of Stuart, north of ARC of Martin County and east of Kanner Highway	

PROJECT SUMMARY		
Property Size (area)		1.36 Acres
Present Use		Undeveloped
Subject Property Land Use		Office/Residential
<i>Adjacent FLU</i>	<i>North</i>	Office/Residential
	<i>South</i>	Office/Residential
	<i>East</i>	Commercial
	<i>West</i>	Office/Residential
Subject Property Zoning		Multi-Family/Office (R-3)
<i>Adjacent Zoning</i>	<i>North</i>	R-3 (Estates of Stuart) - Apartments
	<i>South</i>	R-3 ARC of Martin County)
	<i>East</i>	B-2 (Unity Church)
	<i>West</i>	R-3 (Kanner Trust) Offices
Proposed Land Use Designation		Office/Residential – NO CHANGE
Proposed Zoning District		Residential Planned Unit Development RPUD
Proposed Use		28 Multi-family Apartments
City Approvals		Building Department – No comments at this time. Fire Department – No comments at this time. Public Works – No comments at this time. Police Department – No comments at this time
Brief Explanation		The intent of this application is to request a Zoning designation of (RPUD) on the City of Stuart Zoning Map. The subject property is 1.36 acres. The property is currently undeveloped. The intent of this project is to allow 28 attached multi-family apartment homes within a 2-story building to be developed on the site while maintaining a 15-foot buffers and 20 units per acre.

Staff Recommendation: Staff recommends approval for the zoning district designation change from Residential Multi-Family/Office (R-3) to RPUD (Residential Planned Unit Development).



STAFF REPORT AND RECOMMENDATION

I. LEGAL NOTICE REQUIREMENTS

A. Requirements for Application – The application for the zoning district designation to RPUD has been noticed in accordance with the requirements set forth in Sections 11.01.02, 11.01.09, and 11.02.00 of the Land Development Code.

B. Site Posting Date: October 28, 2020

C. Mail Notice Postmark: October 28, 2020 to property owners within 300 feet

D. Publication Date: 10 days prior to Second Reading

II. MAP AMENDMENT ORDINANCE NO. 2457-2021

III. APPLICATION: Dated September 23, 2020

IV. HISTORY OF THE SITE

The applicant is requesting to assign a RPUD zoning district to establish a new site plan with two waivers, including an increase in density allocation, in order develop the property for 28 multi-family residential units. The property currently has a city minor site plan approval for 13 townhome units.

V. STAFF ANALYSIS

A. Site and Area Characteristics

The subject property consists of one parcel totaling 1.36 acres in size, located south of the Estates of Stuart, north of ARC of Martin County and east of Kanner Highway. The property is currently vacant and undeveloped with no wetlands. An environmental assessment shows a mix of exotic and native vegetation, including laurel oak and slash pines that will either be mitigated for or paid for thru the tree replacement fund.

B. Project Description

A Site Plan has been planned with 28 multi-family apartment flats within a two-story building. The property is much longer in width than it is in depth. This places site constraints on the property as it related to the usage of the front parking lot and the rear buffer area.

C. Future Land Use Comprehensive Plan Consistency Review

A review of the Comprehensive Plan finds that the proposed use is consistent with the existing Office-Residential Land Use Designation:

This land-use category is a mixed-use category that allows offices and living residential quarters in the same building or in adjacent buildings. Zoning controls the compatibility of these buildings with adjacent land uses. Commercial uses are allowed. Also, public facilities and electric distribution substations are allowed.

D. Rezoning and Land Development Code Consistency Review

The application has been reviewed for consistency with the City's LDC. Approval of the rezoning to RPUD would allow for attached housing to be constructed at the site.

The applicant is requesting the following two (2) waivers from the City's Land Development Code:

1. **Section 2.07.00 Density.** A RPUD with the existing Office/Residential future land use designation is permitted to have up to 30 units per acre. The applicant is requesting 28 units, or 20.6 units per acre. The existing zoning of R-3 allows up to 11.62 units per acre, or 15 units.

Request: An increased density allocation of approximately 13 units is requested, to accommodate the 28 1,281 square foot 2-bedroom apartments. The infill project received a previous minor site plan approval for 13 townhome units and met all applicable code sections. However, the applicant desires to develop the property as an apartment flat style with one additional waiver to the northern transitional buffer (waiver request below). The applicant is providing 34% open space when the credit is given for the use of semi pervious brick pavers. The applicant is exceeding the landscape requirement and is providing a bioswale within the transitional buffers along the sides and a full landscape buffer with two rows of plantings along the rear. The site plan consists of 83% native, including native grasses, with the only non-native planting being alexander and Sylvester Palm trees. The applicant is providing for new housing opportunities in a site that is currently an undeveloped infill lot. Staff recommends supporting the granting of the increased density allocation for this site.

2. **Section 6.04.06. Land Use Transitions and Landscape Buffers.** The buffer width requirement for a two-story multi-family use adjacent to multi-family use is 30' along the rear side.

Request: The applicant is requesting a consistent 15' wide landscape buffer along the northern and eastern property lines, where the proposed multi-family use is abutting an existing multi-family community (Estates of Stuart), including a 6' high perimeter wall. The applicant is required to install 39 shade trees. The applicant is preserving, relocating or planting 49 shade trees, not including the Queen myrtle and palm trees as understory trees.

Staff recommended that that prior to City Commission approval, the applicant shall provide a signed architectural elevation and a revised site plan showing bike rack location, EV parking space locations, and a double dumpster accepted by the City's Public Works Department. The applicant has not provided a signed architectural elevation. One would be required prior to final building permit approval, however. The applicant has provided a revised site plan showing the bike rack locations, EV parking spaces and a double dumpster.

VII. LPA AND STAFF RECOMMENDATION (APPROVAL WITH CONDITIONS)

Staff has determined that the proposed rezoning to RPUD and the attached site and landscape plans are consistent with the goals, objectives and policies of the Comprehensive Plan and the regulations in the Land Development Code. Staff offers no objection to the requests.

On February 8, 2021, the City Commission voted to approve the Ordinance on first reading.

TOTAL SITE AREA:	59,342 SF	1.36 ACRES	100%
EXISTING ZONING:	MULTIFAMILY/OFFICE		
FUTURE LAND USE:	OFFICE-RESIDENTIAL		
PARCEL CONTROL NUMBER	93841021000000200000		
PROPOSED ZONING:	RPUD		
PROPOSED/EXISTING USE:	MULTIFAMILY/VACANT		

TOTAL OPEN SPACE			
PROVIDED	10,869 SF	0.25 ACRES	18%
PAVERS (CREDIT)	9,240 SF	0.21 ACRES	15%
TOTAL	20,109 SF	0.46 ACRES	33%

KANNER ROW HOMES, 2012

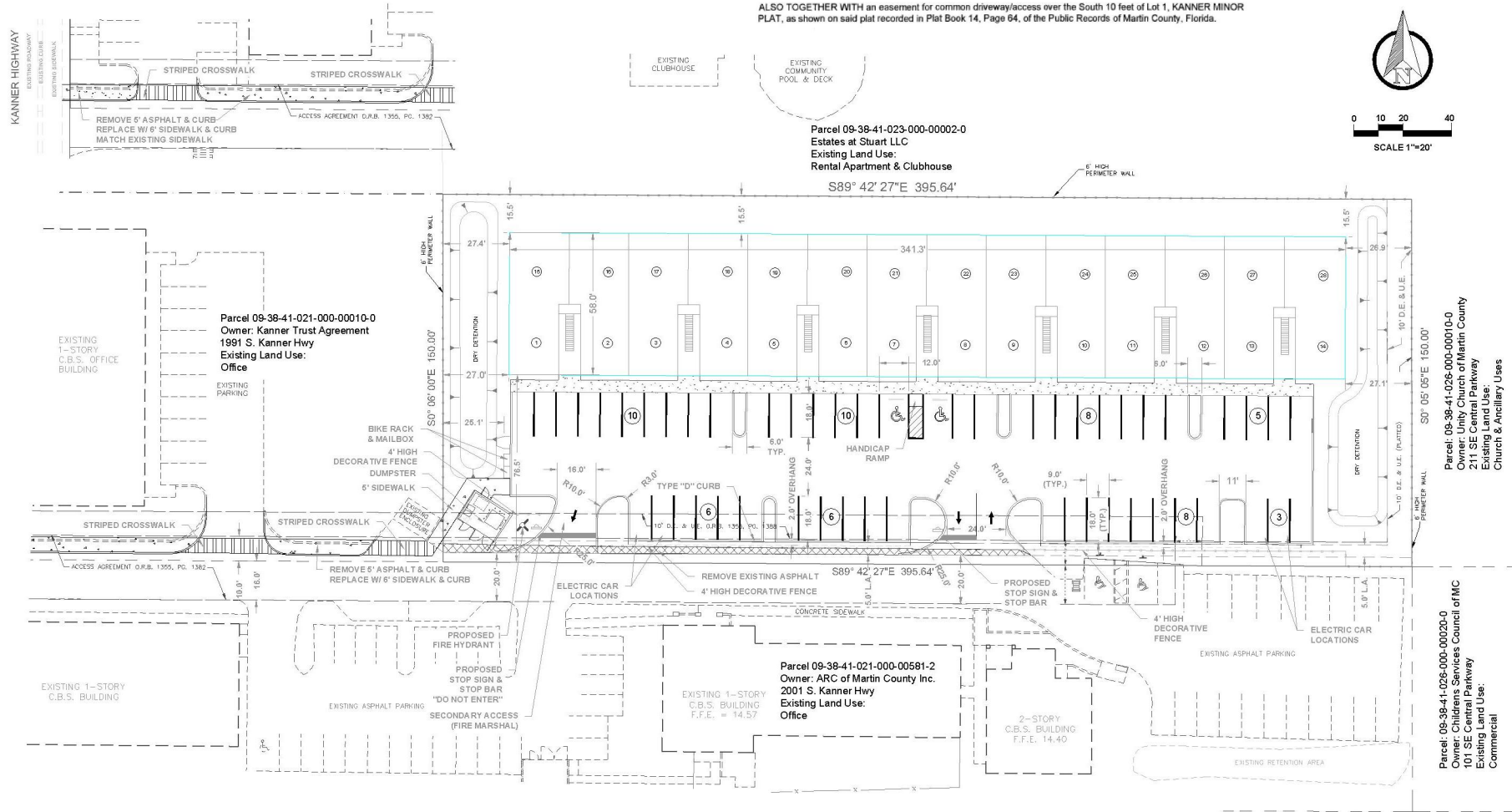
TOTAL DEVELOPED AREA			
BUILDING	19,978 SF	0.46 ACRES	34%
PAVERS (18,280 x 50%)	9,140 SF	0.21 ACRES	15%
CONCRETE/DUMPSTER	629 SF	0.01 ACRES	1%

BUILDING DATA		
TOTAL GROSS FLOOR AREA	19,978 SF	0.46 ACRES
TOTAL 28 UNITS	20.59 UNITS / ACRE	
UNIT SIZE	1,286 SQUARE FEET	
	0.607 F.A.R.	
BUILDING HEIGHT	MAX 2 STORIES (3 STORIES MAX)	

PARKING PROVIDED	
REGULAR :	54 SPACES
HANDICAP:	2 SPACES
TOTAL	56 SPACES

LEGAL DESCRIPTION

ALSO TOGETHER WITH an easement for common driveway/access over the South 10 feet of Lot 1, KANNER MINOR PLAT, as shown on said plat recorded in Plat Book 14, Page 64, of the Public Records of Martin County, Florida.



Parcel: 09-38-41-026-000-00010-0
Owner: Unity Church of Martin County
211 SE Central Parkway
Existing Land Use:
Church & Ancillary Uses

Parcel: 09-38-41-026-000-00020-0
Owner: Childrens Services Council of MC
101 SE Central Parkway
Existing Land Use:
Commercial

CREECH CONSULTING, INC.
SITE DEVELOPMENT - PLANNING - ENGINEERING
1235 SE INDIAN STREET - SUITE 102
STUART, FL 34997
772 485 2140

CITY of STUART

PROJECT #	--	FILE:	
SCALE: AS SHOWN		DRAWN BY: DGP	DATE: 11/25/2022

ENGINEER'S SEAL

1 OF 1

KEY

P PROTECT NATIVE OAKS, PINES, PALMS
T TRANSPLANT SLASH PINES

NOTES:

10 Pallets Floritan Sod
65 sf 4-5" Riverjack Rocks
(6) 1' Landscape Boulders

LANDSCAPE NOTES

- Encroachment into required bufferlands and landscaped areas by vehicles, boats, mobile homes or trailers shall not be permitted, and required landscaped areas shall not be used for the storage or sale of material or products or the parking of vehicles and equipment.
- Required landscaping shall be maintained so as to at all times present a healthy, neat and orderly appearance, free of refuse and debris. If vegetation which is required to be planted dies, it shall be replaced with equivalent vegetation. All trees for which credit was awarded and which subsequently die shall be replaced by the requisite number of living trees according to the standards established in the Martin County Landscape Code.
- All landscaping shall be maintained free from disease, pests, weeds and litter. Maintenance shall include weeding, watering, fertilizing, pruning, mowing, edging, mulching or other maintenance as needed and in accordance with acceptable horticultural practices. Perpetual maintenance shall be provided to prohibit the reestablishment of harmful exotic species within landscaping and preservation areas.
- Regular landscape maintenance shall be provided for repair or replacement, where where necessary, or any screening or buffering required as shown on this plan. Regular landscape maintenance shall be provided for the repair or replacement of required walls, fences or structures to a structurally sound condition as shown on this plan.
- The property owner is responsible for replant any required landscaping in easement areas that may be disturbed by future maintenance.
- All prohibited species shall be removed from the entire site prior to the issuance of a certificate of occupancy.
- Mulch material to a minimum compacted depth of 3" will be provided for all planting areas when used to supplement ground cover.
- The use of Cypress mulch is prohibited in all landscaped areas.
- Irrigation source is county water and irrigation plans will be provided when construction documents are submitted.

02/22/2017 CCM

CALCULATIONS FOR TREE REQUIREMENTS BASED ON LOT SIZE
59,342 - 19,978 = 39,364 / 1,500 SF = 26.24 or 26 TREES REQUIRED (50% NATIVE = 13 NATIVE SHADE TREES)
PROVIDED: 115 TOTAL TREES & PALMS, CREDIT FOR 96 TREES AND PALMS (2 PALMS = 1 TREE)
86% Native Trees & Palms

TREE REQUIREMENTS PER TREE MITIGATION PLAN
Need to Plant 96 Trees for Mitigation Purposes.
Credit for 96 Trees & Palms (86% Native)

PLANT SCHEDULE					PLANT SCHEDULE				
Symbol	Qty	Common	Botanical	Size	Symbol	Qty	Common	Botanical	Size
	7	Alexander Palm	Delonix indica	1 gal		1	Live Oak	Quercus virginiana	12" Existing
	4	Acanthaceae Impatiens Red	Acanthaceae impatiens	36" x 36"		1	Live Oak	Quercus virginiana	5" Existing
	14	Alexander Palm	Ptychosperma elegans	14' c.t.		345	Muhly Grass	Muhlenbergia capillaris	1g, 12" Ht., 6" Spd.
	8	Bald Cypress	Taxodium distichum	65g, 12-14" Ht., 6" Spd., 4" Cal.		9	Orange Bird Of Paradise	Streptocarpus reginae	7g, 36" Ht., 30" Spd.
	36	Blue Portweed	Stachytarpheta jamaicensis	20" Ht., 20" Spd.		2	Paradise Tree	Simarouba glauca	14-19" Ht., 6" Spd., 4-4.5" Cal.
	11	Cabbage Palm	Sabal Palm	12-18" Ht., Staggered		4	Queen Creeper Myrtle	Lagerstroemia speciosa	45g, 14-16" Ht., 5-6" Spd., 4" Cal.
	7	Cabbage Palm	Sabal Palm	Existing 20"		9	Red Maple	Aster rubrum	45g, 14-16" Ht., 6" Spd., 4-4.5" Cal.
	56	Canoe Dwarf	Canoe Dwarf	3g, 8" Ht., 20" Spd.		1	Sand Pine	Pinus clausa	Existing 7"
	160	Coccoloba	Chrysidobolus kato	36" Ht., 24" Spd.		45	Silver Saw Palmetto	Serenoa repens	#3
	228	Coccoloba	Chrysidobolus kato	3g, 24" Ht., 12" Spd.		3	Slash Pine	Pinus elliotii	10" Transplant
	25	Coppertail Louisiana Red	Azalea speciosa	3g, 20" Ht., 20" Spd.		2	Slash Pine	Pinus elliotii	11" Transplant
	9	Dahoon Holly Standard	Ilex cassine	16" Ht., 5-6" Spd., 4-5" Cal.		1	Slash Pine	Pinus elliotii	12" Existing
	20	Dune Sunflower	Helianthus debilis	#1		21	Slash Pine	Pinus elliotii	12" Ht., 3" Spd., 2-3" Cal.
	85	Dwarf Ficus tree	Ficus religiosa	1g, 18" Ht., 18" Spd.		1	Slash Pine	Pinus elliotii	13" Transplant
	149	Dwarf Ficus tree	Ficus religiosa	3g, 24" Ht., 20" Spd.		1	Slash Pine	Pinus elliotii	10" Transplant
	67	Dwarf Pink Irons	Dwarf Ficus tree	3g, 20" Ht., 20" Spd.		1	Slash Pine	Pinus elliotii	17" Transplant
	6	East Palatka Holly FTB	Ilex attenuata	45g, 12" Ht., 3-4" Spd., 3" Cal.		1	Slash Pine	Pinus elliotii	6" Existing
	189	Ficus tree	Ficus religiosa	1g, 12" Ht., 6" Spd.		291	Switchgrass	Panicum virgatum	12" Ht., 12" Spd.
	60	Firebush	Hamelia patens	3g, 20" Ht., 20" Spd.		2	Sylvester Palm	Phoenix sylvestris	14' c.t., 8" S & S, Pineapple Cut
	6	Golden Canna	Canna lily	1g, 18" Ht., 18" Spd.		136	Tineite	Schottia arborea 'Variegata'	7g, 36" Ht., 24" Spd.
	6	Gumbo Limbo	Bursera simaruba	100g, 16-18" Ht., 8" Spd., 4-5" Cal.		77	Variegated Liriodendron	Liriodendron muscicola 'Variegata'	1g
	251	Ilex Schilling's	Ilex vomitoria 'Schilling Dwarf'	3g, 18" Ht., 18" Spd.		327	Wax Myrtle	Myrica carolinensis	3g, 24" Ht., 20" Spd.

TREE SCHEDULE					
Native	Qty	Credits Given	Common	Botanical	Size
NO	14	7	Alexander Palms Triple	Ptychosperma elegans	14' c.t.
YES	8	8	Bald Cypress	Taxodium distichum	14-16' Ht., 6" Spd., 4.5" Cal.
YES	11	2.5	Cabbage Palm	Sabal Palm	12-18" OA, Staggered
YES	7	3.5	Cabbage Palm	Sabal Palm	Existing Protected
YES	9	9	Dahoon Holly	Ilex Cassine	12' Ht., 4" Spd., 2.5" Cal.
YES	8	8	East Palatka Holly	Ilex Attenuata	12' Ht., 4-5" Spd., FTB
YES	6	6	Gumbo Limbo	Bursera Simaruba	100g., 16-18" Ht., 8" Spd., 4.5" Cal.
YES	2	2	Live Oak	Quercus Virginiana	Existing 5" & 13" (Protected)
YES	2	2	Paradise Tree	Simarouba Glauca	14-16" Ht., 6" Spd., 4.5" Cal.
YES	4	4	Queen Myrtle	Lagerstroemia Speciosa	14-16" Ht., 5-6" Spd., 4.5" Cal.
YES	9	9	Red Maple	Acer Rubrum	14-16" Ht., 5-6" Spd., 4.5" Cal.
YES	1	1	Sand Pine	Pinus Clausa	Existing 7" Protected
YES	21	21	Slash Pine	Pinus Elliotti	8-10' Ht.
YES	2	2	Slash Pine	Pinus Elliotti	Existing, 6" & 12"
YES	9	9	Slash Pine	Pinus Elliotti	Existing 10"-17", Transplant
NO	2	2	Sylvester Palm	Phoenix Sylvestris	14' c.t., B & B, Pineapple Cut
Total	115	96			
Native	99	86%			
Not Native	16	14%			
Total	115	100%			

SITE DATA

TOTAL SITE AREA: 59,342 SF 1.36 ACRES 100%
EXISTING ZONING: MULTIFAMILY/OFFICE
FUTURE LAND USE: OFFICE-RESIDENTIAL
PARCEL CONTROL NUMBER: 9384102100000200000
PROPOSED ZONING: RPUD
PROPOSED/EXISTING USE: MULTIFAMILY/VACANT

OPEN SPACE

TOTAL OPEN SPACE PROVIDED: 10,869 SF 0.25 ACRES 18%
PAVERS (CREDIT): 9,240 SF 0.21 ACRES 15%
TOTAL: 20,109 SF 0.46 ACRES 33%

SETBACKS

FRONT : 25 FEET SIDE : 15 FEET REAR : 20' REAR

PREVIOUS APPROVAL

KANNER ROW HOMES, 2012

IMPERVIOUS AREA

TOTAL DEVELOPED AREA BUILDING: 19,978 SF 0.46 ACRES 34%
PAVERS (18,280 x 50%): 9,140 SF 0.21 ACRES 15%
CONCRETE/DUMPSTER: 629 SF 0.01 ACRES 1%

DRY DETENTION

4,340 SF 0.10 ACRES 10%

BUILDING DATA

TOTAL GROSS FLOOR AREA: 19,978 SF 0.46 ACRES
TOTAL 28 UNITS / ACRE: 20.59 UNITS / ACRE
UNIT SIZE: 1,286 SQUARE FEET
0.607 F.A.R.
MAX 2 STORIES (3 STORIES MAX)

BUILDING HEIGHT

Key / Location:



HIDDEN KEY APARTMENTS

Martin County, Florida

LANDSCAPE PLAN

Parcel 09-38-41-021-000-00010-0

Utility Church of Martin County

211 SE Central Parkway

Existing Land Use: Church and Ancillary Use

Parcel 09-38-41-021-000-00010-0

Utility Church of Martin County

211 SE Central Parkway

Existing Land Use: Church and Ancillary Use

1650 SW Prosperity Way
Palm City, FL 34980
772-260-0305
EileenGDesigns.com

EILEEN G DESIGNS
LANDSCAPE DESIGN

Sheet

1 of 3

SEAL

Print Date: 10/1/17



HIDDEN KEY APARTMENTS

Martin County, Florida

TREE REMOVAL/MITIGATION PLAN

Date	By	Description
10/12/20	EG	Initial Submission
12/2/20	EG	Revisions

N
Sheet
2 of 3

JUSTIFICATION STATEMENT FOR REMOVAL OF PROTECTED TREES

PER 4.656 CA C - Trees removed in the storm water management areas due to essential grade changes needed to implement safety standards common to standard engineering or architectural practices, and reference to a text where such standards are found shall be required.

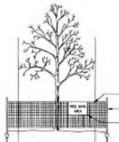
PER 4.656 CA D - Trees removed due to location of driveways, buildings or other permanent improvements where there is no other alternative or to provide access.

KEY

P = Protected Tree
T = Transplanted Tree

EXISTING TREE REMOVAL LIST

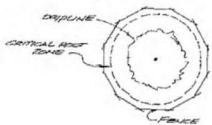
TREE #	DBH REMOVED	SPECIES	ACTION	REPLACEMENT CREDITS REQUIRED
1	5"	Live Oak	Remove	12.5
2	7"	Live Oak	Remove	17.5
3	10"	Live Oak	Remove	25
4	7"	Live Oak	Remove	17.5
5	5"	Live Oak	Remove	12.5
6	5"	Live Oak	Remove	12.5
7	6"	Live Oak	Remove	15
8	5"	Live Oak	Remove	12.5
9	5"	Live Oak	Remove	12.5
10	5"	Live Oak	Remove	12.5
11	5"	Live Oak	Remove	12.5
12	5"	Live Oak	Remove	12.5
13	6"	Live Oak	Remove	15
14	6"	Live Oak	Remove	15
15	6"	Live Oak	Remove	15
16	6"	Live Oak	Remove	15
17	5"	Live Oak	Remove	12.5
18	20'	Sabel Palm	Protect	0
19	20'	Sabel Palm	Protect	0
20	7"	Sand Pine	Protect	-3
21	20'	Sabel Palm	Protect	0
22	12"	Slash Pine	Protect	-7.5
23	6"	Slash Pine	Protect	0
24	10"	Slash Pine	Transplant	-5.5
25	11"	Slash Pine	Transplant	-6.5
26	11"	Slash Pine	Transplant	-6.5
27	5"	Live Oak	Protect	-12.5
28	13"	Live Oak	Protect	-8.5
29	20'	Sabel Palm	Protect	0
30	13"	Slash Pine	Transplant	-8.5
31	20'	Sabel Palm	Protect	0
32	20'	Sabel Palm	Protect	0
33	20'	Sabel Palm	Protect	0
34	13"	Slash Pine	Transplant	-8.5
35	8"	Live Oak	Remove	20
36	5"	Live Oak	Remove	12.5
37	12"	Sand Pine	Remove	30
38	24"	Live Oak	Remove	60
39	7"	Sand Pine	Remove	17.5
40	5"	Sand Pine	Remove	12.5
41	5"	Sand Pine	Remove	12.5
42	10"	Slash Pine	Transplant	-3.5
43	8"	Live Oak	Remove	20
44	8"	Slash Pine	Remove	12
45	17"	Slash Pine	Transplant	-12.5
46	16"	Slash Pine	Transplant	-11.5
47	13"	Slash Pine	Transplant	-8
26 Native Trees Removed, 7 Sabel Palms Protected 9 Slash Pines 10" or Greater Transplanted. 5 Native Trees 4.5" or Greater Protected.				394.5
Oak/Sand Pine Mitigation: 173 x 2.5 = 432.5 Inches / 4.5" = 96 Trees				
Slash Pine Mitigation: 8 x 1.5 = 12 Inches / 2.5" = 5 Trees				



Tree Barriers for Protected Trees

During periods of development and construction, the areas within the drip-line of preserved trees shall be maintained at their original grade with pervious landscape material. Within these areas, there shall be no trenching or cutting of roots, no fill, compaction or removal of soil, and, no use of concrete, paint, chemicals or other foreign substances.

Barricades must be constructed around the critical protection zone of each tree or cluster of trees. These barricades must be constructed of a minimum of one-fourth-inch diameter rope which is yellow or orange in color and made of nylon or poly. The rope is to be attached to a minimum of two wooden poles, iron rebar, two inches or greater PVC pipe or other material with prior approval of the Growth Management Department. The rope must be a minimum of four feet off the ground and may not be attached to any vegetation. All barricades must be maintained intact for the duration of construction. The location of proposed development activities that are within 15 feet of the critical protection zone of a protected tree must be located using brightly colored flagging to indicate corners.

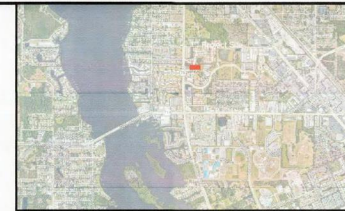


TREE SCHEDULE					
Native	Qty	Credits Given	Common	Botanical	Size
NO	14	7	Alexander Palms Triple	Pythosperma elegans	14' c.t.
YES	8	8	Bald Cypress	Taxodium distichum	14-16' Ht., 6' Spd., 4.5" Cal.
YES	11	2.5	Cabbage Palm	Sabel Palm	12-18' OA, Staggered
YES	7	3.5	Cabbage Palm	Sabel Palm	Existing Protected
YES	9	9	Dahoon Holly	Ilex Cassine	12' Ht., 4' Spd., 2.5" Cal.
YES	8	8	East Palatka Holly	Ilex Attenuata	12' Ht., 4-5' Spd., FTB
YES	6	6	Gumbo Limbo	Bursera Simaruba	100g., 16-18' Ht., 8' Spd., 4.5" Cal.
YES	2	2	Live Oak	Quercus Virginiana	Existing 5" & 13" (Protected)
YES	2	2	Paradise Tree	Simarouba Glauca	14-16' Ht., 6' Spd., 4.5" Cal.
YES	4	4	Queen Myrtle	Lagerstroemia Speciosa	14-16' Ht., 5-6' Spd., 4.5" Cal.
YES	9	9	Red Maple	Acer Rubrum	14-16' Ht., 5-6' Spd., 4.5" Cal.
YES	1	1	Sand Pine	Pinus Clausa	Existing 7" Protected
YES	21	21	Slash Pine	Pinus Elliotti	8-10' Ht.
YES	2	2	Slash Pine	Pinus Elliotti	Existing, 6" & 12"
YES	9	9	Slash Pine	Pinus Elliotti	Existing 10"-17", Transplant
NO	2	2	Sylvester Palm	Phoenix Sylvestris	14' c.t., B & B, Pineapple Cut
Total	115	96	CALCULATIONS FOR TREE REQUIREMENTS BASED ON LOT SIZE 59,342 - 15,978 = 39,364 / 1,500 SF = 26.24 or 26 TREES REQUIRED (50% NATIVE = 13 NATIVE SHADE TREES)		
Native	99	86%	PROVIDED: 115 TOTAL TREES & PALMS, CREDIT FOR 96 TREES AND PALMS (2 PALMS = 1 TREE)		
Not Native	16	14%	86% Native Trees & Palms		
Total	115	100%			

TREE MITIGATION DATA:						
TOTAL INCHES FOR SPECIMAN TREES 4.5" AND ABOVE	MITIGATION FORMULA	TOTAL # INCHES TO BE REPLACED	/ MINIMUM SIZE TO REPLACE 4.5"	TOTAL # TREES TO PLANT	X 50% MITIGATION FOR TREE FUND	X 175% OF PLANTFINDER WHOLESALE
173	2.5	432.5	4.5	96		
TREE MITIGATION REQUIREMENTS MET ON LANDSCAPE PLAN						
TOTAL INCHES FOR SLASH PINES	MITIGATION FORMULA	TOTAL # INCHES TO BE REPLACED	/ MINIMUM SIZE TO REPLACE 2.5"	TOTAL # TREES TO PLANT	X 50% MITIGATION FOR TREE FUND	X 175% OF PLANTFINDER WHOLESALE
8	1.5	12	2.5	5		
TOTAL AMOUNT FOR TREE FUND						
\$0						

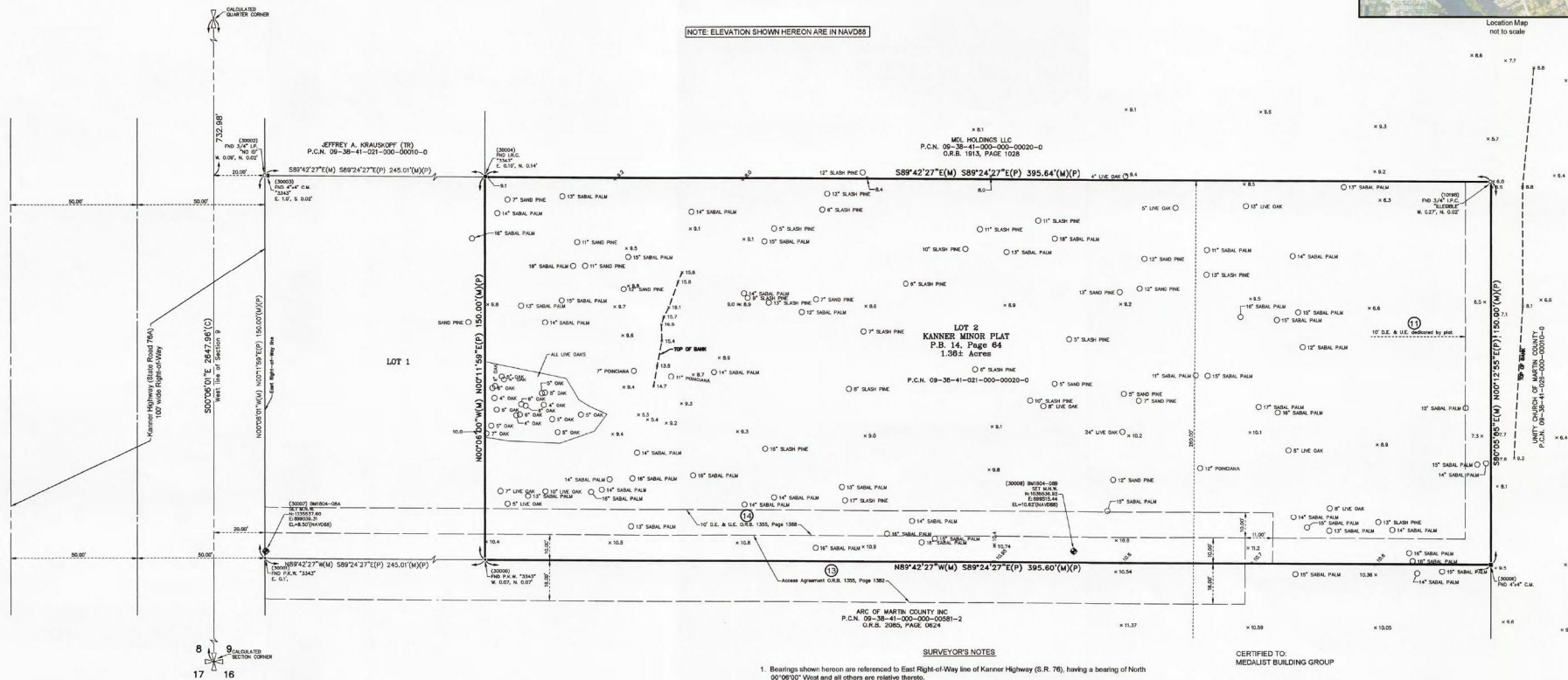
SEAL
Palm City, FL 34990

Boundary Survey for: Medalist Building Group
Section 9, Township 38 South, Range 41 East,
City of Stuart, Martin County, Florida



Location Map
not to scale

(NOTE: ELEVATION SHOWN HEREON ARE IN NAVD83)



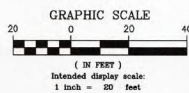
LEGAL DESCRIPTION

Lot 2, KANNER MINOR PLAT, according to the plat thereof, as recorded in Plat Book 14, Page 54, of the Public Records of Martin County, Florida.

TOGETHER WITH an easement for common driveway/access over the North 16 feet of the South 110 feet of the West 554 feet of the North three-quarters of the West one-half of the Northwest one-quarter of the Southwest one-quarter of Section 9, Township 38 South, Range 41 East, less the right of way for State Road 76, as described in Official Records Book 1355, Page 1382, of the Public Records of Martin County, Florida.

ALSO TOGETHER WITH an easement for common driveway/access over the South 10 feet of Lot 1, KANNER MINOR PLAT, as shown on said plat recorded in Plat Book 14, Page 64, of the Public Records of Martin County, Florida.

LEGEND	
P.C.N.	= PARCEL CONTROL NUMBER
O.R.B.	= OFFICIAL RECORDED BOOK
I.R.	= IRON ROD
I.R.C.	= IRON ROD AND CAP
I.F.C.	= IRON PIPE AND CAP
C.M.	= CONCRETE MONUMENT
M.N.W.	= MAG-NAIL AND WASH-ER
x10.0	= SPOT ELEVATION
(M)	= MEASURED
(P)	= PLAT
(C)	= CALCULATED
○	= TREE TYPE AND SIZE
②	= TITLE EXCEPTION



SURVEYOR'S NOTES

- Bearings shown hereon are referenced to East Right-of-Way line of Kanner Highway (S.R. 76), having a bearing of North 00°00'00" West and all others are relative thereto.
- All visible above ground improvements have been located.
- There has been no attempt to locate any underground utilities or improvements.
- This property is located in Flood Zone "OTHER AREAS", "ZONE X" & "ZONE D" according to Flood Insurance Rate Map Community Panel No. 12050C01420, dated March 15, 2015.
- Additions and/or deletions to this survey by other than the signing party (or parties) is prohibited without the written consent of the signing party (or parties).
- Coordinates shown hereon are referenced to the State Plane Coordinate System, Florida East Zone North American Datum 1983, adjustment of 2011 and are further referenced to the TRIMBLE VRSNOW Real-Time Network as verified by repeated ties to various NGS Horizontal Control Points located in the vicinity of the project.
- All elevations shown hereon are in feet and referenced to the North American Vertical Datum 1988, and based on a Martin County Benchmark designated "M.C. BENCHMARK 76-028", having an elevation of 8.51 feet.
- I have reviewed the Old Republic National Title Insurance Company, issued by Old Republic National Title Insurance Company, commitment for title insurance, Agent's File Number 8-18113, effective date of October 27, 2017 @ 12:00 a.m., with regards to Schedule B, Section 8 Exceptions that are matters of survey and have the following comments:
Exception 11 - Restrictions, reservations, covenants, assessments and conditions as per plat as recorded in Plat Book 14, Page 64, Public records of Martin County, Florida. Affects subject property as shown on survey.
Exception 12 - Sewer Lift Station Agreement as recorded in Official Records Book 1913, Page 1050, of the Public Records of Martin County, Florida.
Exception 13 - Access Agreement as recorded in Official Records Book 1355, Page 1382, of the Public records of Martin County, Florida. Affects subject property as shown on survey.
Exception 14 - Easement as recorded in Official Records Book 1355, Page 1388, of the Public Records of Martin County, Florida. Affects subject property as shown on survey.

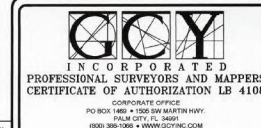
CERTIFIED TO:
MEDALIST BUILDING GROUP

Certification

(Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper)

I hereby certify that the Survey of the property shown and described hereon was completed under my direction and said Survey is true and correct to the best of my knowledge and belief.
I further certify that this Survey meets the Standards of Practice for Surveyors set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. No search of the Public Records has been made by this office. The Survey is based on information furnished by client or client's representative.

6/26/2018
Date of Survey



BOUNDARY SURVEY FOR:	
Medalist Building Group	
MARTIN COUNTY FLORIDA	
Scale: 1"=20'	Date: June 2018
Drawn By: M.F.M.	Checked By: P.A.
File & Drawing No: 17-1001-06	Sheet 1 of 1

Medalist Kanner Highway

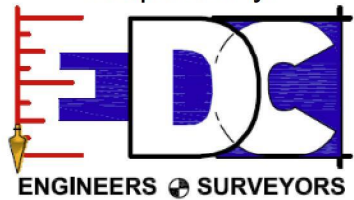
Parcel ID number: 09-38-41-021-000-00020-0

Environmental Assessment

Prepared For:

Medalist Building Group

Prepared By:



10250 SW Village Parkway, Suite 201,
Port St Lucie, FL 34987
772-223-5200

©EDC, Inc.
November 2017

The following environmental assessment report has been prepared in accordance with the City of Stuart Development Review Division and provisions of the state of Florida. The property is located within Section 9, Township 38 South, and Range 41 East unincorporated Martin County Florida. The parcel is listed by the Martin County Property Appraiser as Parcel ID number: 09-38-41-021-000-00020-0 and totals approximately 1.3623 acres. The parcel is located along the east side of S Kanner Highway, north of SE Central Parkway and south of SE Hancock Street, Stuart, Florida. The following report details the findings of our on-site investigation as it pertains to the City of Stuart and the State of Florida.

VEGETATION:

The composition of the vegetation is a mixture of native, exotic and nuisance species. Species observed during the site reconnaissance included the following:

Muscadine Grape (*Vitis rotundifolia*)
Cabbage palm (*Sabal palmetto*)
Laurel Oak (*Quercus laurifolia*)
Slash Pine (*Pinus elliotii*)

Brazilian pepper (*Schinus terbinthifolius*)
Ear Leaf Acacia (*Acacia auriculiformis*)
Napier Grass (*Pennisetum purpureum*)
Umbrella Tree (*Schefflera actinophylla*)

WILDLIFE EVALUATION:

On November 16th, 2017, EDC, Inc. Environmental Division conducted pedestrian transects across the property to investigate for the presence of listed flora and fauna, including gopher tortoise burrows. During the pedestrian transects of the property, no gopher tortoise burrows or other listed plant or animal species were observed.

SOIL COMPOSITION:

Based on a review of the United State Department of Agriculture's Web Soil Survey online database, the soil types identified on this parcel are not associated with hydric soil characteristics. The soils are described below:

Arents, 0 to 2 percent slopes - Arents are nearly level and ranges from somewhat poorly drained to moderately well drained. The soil consists of fill material that were excavated and spread over the surface of wet mineral soils. The mixed fill layer is typically 20 to 50 inches thick. The water table is below a depth of 30 inches for most of the year. Organic matter and thus the agricultural potential for this soil is low.

Jonathan Sand, 0 to 5 percent slopes - This soil is a nearly level to gently sloping, moderately drained soil in elevated ridges in the flatwoods. It is often located within the eastern portion of Martin County. The water table is typically at a depth of 40 to 60 inches for 1 to 4 months during wet seasons, and below a depth of 60 inches for most of the rest of the year. The surface layer is typically dark gray sand about 5 inches thick. Natural vegetation includes slash pine, saw palmetto, scrub oak, gallberry, fetterbush, running oak, gopher apple, grass leaf, gold astor, cacti and scattered sprigs of pineland threeawn and other grasses. This soil is not suitable for cultivated crops due to the doughiness and sandy texture. The soil is suitable to citrus and low for the commercial production of pine trees.

WETLAND DELINEATION:

Based on the State definition of a wetland, there are three components: hydric soils, wetland plants, and hydrologic indicators. These factors listed were not observed during field reconnaissance. In our professional opinion, this property does not include State and Federal jurisdictional wetland areas on the site.

NATIVE HABITAT

The review conducted by EDC, Inc. found native species on site in this upland habitat, however the dense exotic content (**Brazilian Pepper**) on site leads to the conclusion there is not native habitat on site as defined by the Florida Natural Areas Inventory (FNAI) and Department of Transportation (DOT) Florida Land Uses Cover Classification System (FLUCCS). It is the professional opinion of EDC, Inc. Consultants Inc. that native upland habitat does not exist on the property. The property contains native and dense exotic plant species (**Brazilian Pepper -FLUCCS 422**) and does not fit into the native upland habitat, which requires preservation.

CITY REQUIREMENTS

This property does not contain native upland habitat and is not subject to City of Stuart Chapter 5 preservation and avoidance requirements.

LAND USE RECORDS

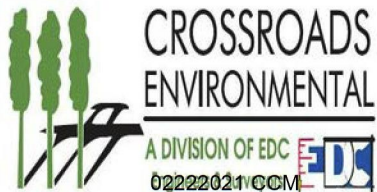
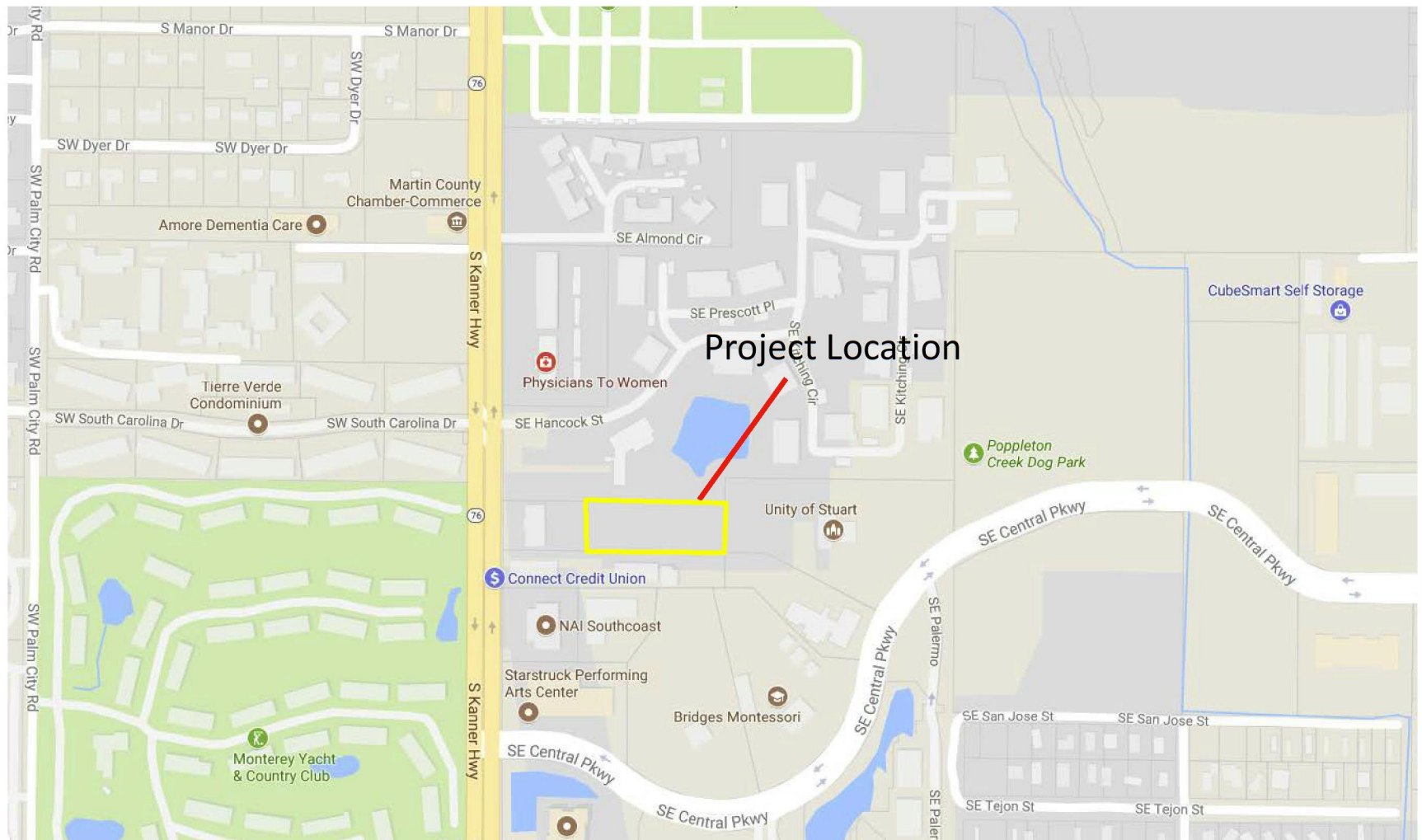
According to the Martin County Property Appraiser's Report, the subject property has a land use code of 1000, vacant commercial.

SUMMARY:

Based on City requirements, EDC, Inc. conducted a pedestrian survey throughout the property to investigate for the presence of any listed plant or animal species. No State or Federal listed species were observed on the property. Native habitat associations were not determined to exist on the property due to the dense amounts of exotic vegetation present (**Brazilian Pepper- 422**). It is the professional opinion of EDC, Inc. that there are State and Federal jurisdictional wetlands not present on the site.



North



LOCATION MAP

Section: 9, Township 38 , Range 41

Location:

Date: 11/15/2017

Project: Medalist Kanner Highway

City: Stuart County: Martin County

Source: Google Maps

Page 154 of 168



North



CROSSROADS
ENVIRONMENTAL

A DIVISION OF EDC
02222021/CCM

AERIAL MAP

Section: 9, Township 38 , Range 41

Location:

Date: 11/15/2017

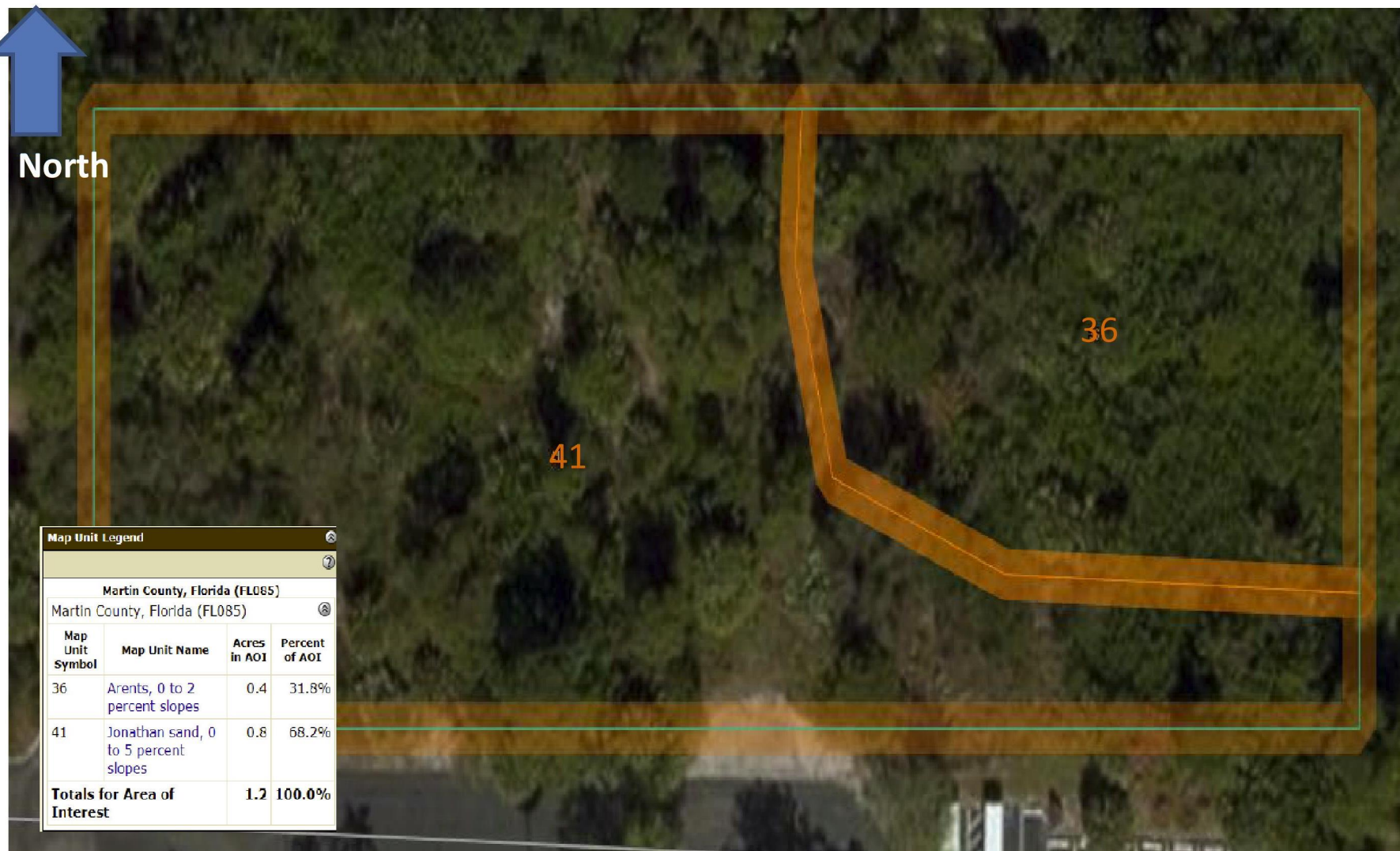
Project: Medalist Kanner Highway

City: Stuart County: Martin County

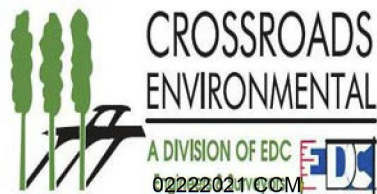
Page 155 of 188



North



Map Unit Legend			
Martin County, Florida (FL085)			
Martin County, Florida (FL085)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
36	Arents, 0 to 2 percent slopes	0.4	31.8%
41	Jonathan sand, 0 to 5 percent slopes	0.8	68.2%
Totals for Area of Interest		1.2	100.0%



SOILS MAP

Section: 9, Township 38 , Range 41

Location:

Date: 11/15/2017

Project: Medalist Kanner Highway

City: Stuart County: Martin County

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O'ROURKE
ENGINEERING & PLANNING

October 12, 2020

Mr. Richard T. Creech
Creech Consulting, Inc.
PO Box 327
Stuart, FL 34995

Re: Hidden Key

Dear Mr. Creech:

O'Rourke Engineering & Planning has completed the traffic analysis for the proposed residential development consisting of 28 multifamily residential dwelling units. The steps in the analysis and the ensuing results are presented herein.

For projects with less than 20 peak hour trips, only a limited traffic statement is required.

INTRODUCTION

O'Rourke Engineering & Planning was retained to prepare a traffic analysis for the proposed residential development located east of Kanner Highway (SR-76) along a shared access road south of SE Hancock Place. **Attachment A** includes the project site plan. The purpose of this analysis is to determine the impact of the development on the roadway.

PROJECT DESCRIPTION

Hidden Key is located on the east side of Kanner Highway (SR-76) south of SE Hancock Street in Martin County. The development consists of 28 multifamily dwelling units. The project will take access off a shared roadway/access driveway with a right-in/right-out on Kanner Highway. The project is expected to be built out by 2022.

Trip Generation — Multifamily Residential (Low-Rise) rates from the ITE Trip Generation 10th Edition were applied to the 28 multifamily residential units.

The trip generation of the site is summarized in **Attachment B**.

As shown, the project will generate 14 AM peak hour trips with 3 in and 11 out and 19 PM peak hour trips with 12 in and 7 out.

PROJECT DISTRIBUTION/ ASSIGNMENT/ IMPACT

The project traffic was assigned as 100% northbound on Kanner Highway based on the right-in/right-out access at Kanner Highway with an ultimate distribution of 55% north and 45% south.

To determine the project impact in 2022, the existing counts, capacity and growth rates were taken from the Martin County 2019 Roadway Level of Service Report. The table summary is included as **Attachment C**. As shown, Kanner Highway will operate at an acceptable LOS at buildout.

The applicable pages from the Martin County 2019 Roadway Level of Service Report are included in Attachment C.

DRIVEWAY VOLUMES

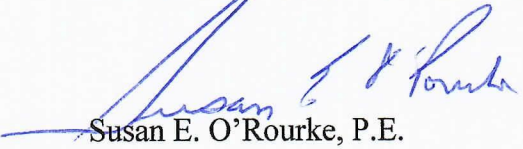
The project will have immediate access to a shared roadway/drive immediately south of the project. That roadway has a right-in/right-out access onto Kanner Highway (SR-76). The driveway volumes are included in **Attachment D**. The driveway will accommodate the minor increase in traffic.

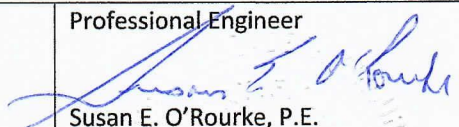
CONCURRENCY REVIEW/ CONCLUSION

The Hidden Keys development will have a traffic impact of 14 AM peak hour trips with 3 in and 11 out and 19 PM peak hour trips with 12 in and 7 out. These trips will not cause levels of service to fall below acceptable levels in the future. Given the traffic is less than 20 peak hour trips, the project does not require additional analysis and is deemed to be consistent with city transportation concurrency requirements.

It has been a pleasure working with you.

Respectfully submitted,
O'ROURKE ENGINEERING & PLANNING


Susan E. O'Rourke, P.E.
President

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 22 SE Seminole Street Stuart, Florida 34994 772-781-7918	Professional Engineer  Susan E. O'Rourke, P.E. Date signed and sealed: 10/12/2020 License #: 42684
---	--

ATTACHMENT A

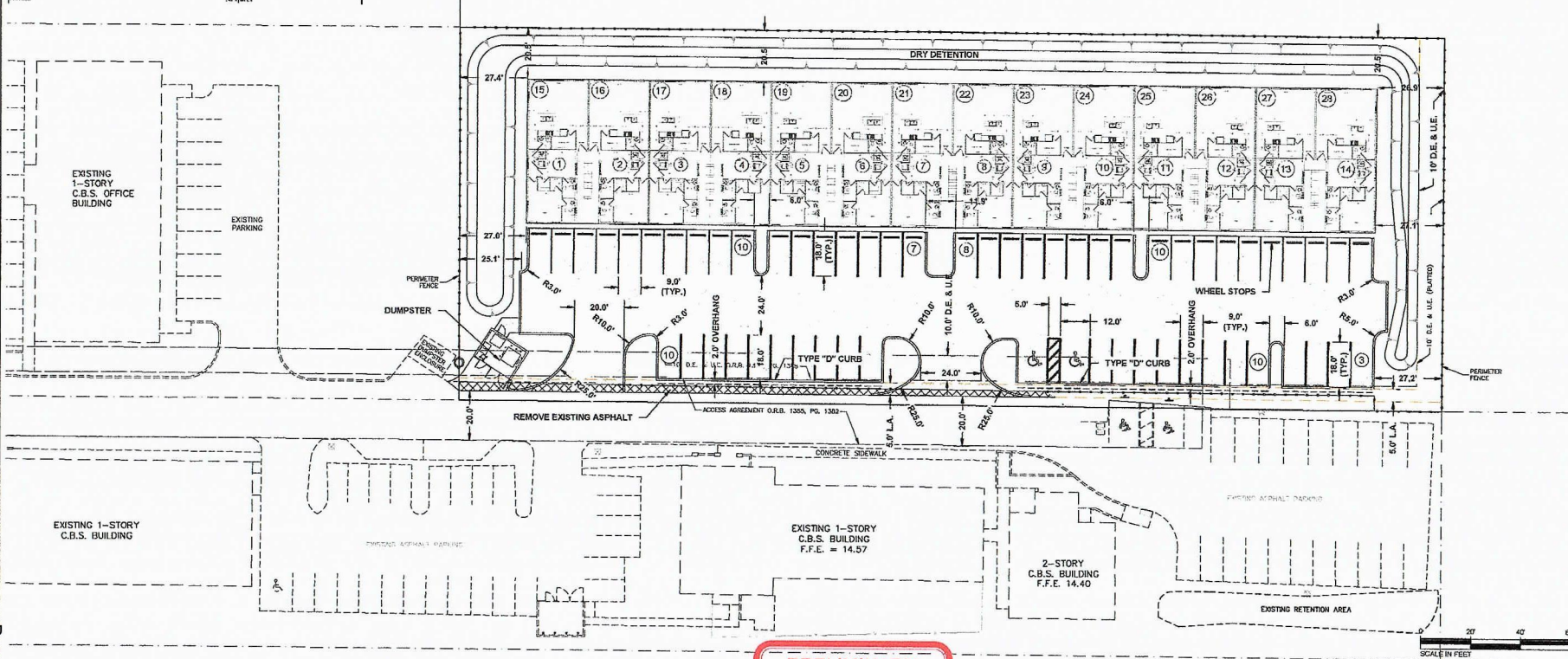
Site Plan

07/22/2021 CCN

THIS LINE SHOULD MEASURE ONE HALF INCH ON A HALF SCALE PRINT

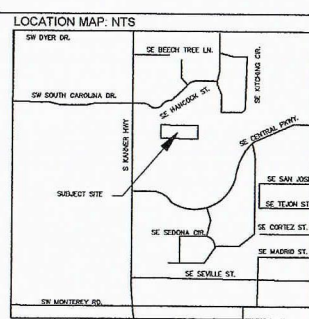
08/10/2021 10:00:00

HIDDEN KEY			
	Sq. Ft.	Ac.	%
SITE DATA			
Total site area	59,241.66	1.36	100%
Zoning	Multi-Family/Office		
Future Land Use	Office-Residential		
PTV	93841921400000200000		
Proposed housing use	Multi-Family/Vanpool		
OPEN SPACE			
Total open space			
	Required		
	Provided	10,869	0.25
			18%
IMPROVEMENTS AREA			
Total developed area			
	Front	Side	Rear
	25'	15'	20'
BUILDING DATA			
Total gross floor area			
	Building:	19,978	0.459
	Driveway:	19,965	0.457
	Concrete / Driveway:	496	0.011
	Pavement:	1,838	0.012
			1%
		7,611	0.175
			13%
BUILDING DATA			
Total gross floor area			
Building coverage density (Height in stories)	(Max) 3-stories	19,978	0.459
			34%
PARKING			
Required ADA	2,018 = 56 spaces		
Provided	58 spaces		



**PRELIMINARY
PROGRESS PLAN
6/23/20**

REV. NO.	DATE	DESCRIPTION



SEAL
FILE NO. 38092
EDWARD CREECH

CREECH
CONSULTING, INC.
P.O. Box 327
Stuart, Florida 34996
Phone: 888-613-9139
Cell: 888-613-9139



LAT 27°10'50.32"N
LON 80°15'52.27"W
MARTIN COUNTY, FLORIDA

SITE DEVELOPMENT PLANS
HIDDEN KEY
LOT 2, KANNER MINOR PLAT, STUART
SITE PLAN

PROJ. NO. 2001
DRAWN BY: RC
DATE: 06/06/00
SHEET:
S1.1

ATTACHMENT B

Trip Generation

Table 1 - Trip Generation

Table 1a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
Multifamily Housing (Low-Rise)	220	28	DU	$T = 7.56(X) - 40.86$	50%	50%	86	85	171

Source: ITE 10th Edition Trip Generation Rates

Table 1b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
Multifamily Housing (Low-Rise)	220	28	DU	$\ln(T) = 0.95\ln(X) - 0.51$	23%	77%	3	11	14

Source: ITE 10th Edition Trip Generation Rates

Table 1c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
Multifamily Housing (Low-Rise)	220	28	DU	$\ln(T) = 0.89\ln(X) - 0.02$	63%	37%	12	7	19

Source: ITE 10th Edition Trip Generation Rates

ATTACHMENT C

Link Analysis

Table 2a: Link Analysis - AM Peak Hour

Segment	From	To	Is Project Traffic 1% or More of Capacity?	2019 AADT	2019 Volume Peak Hour Peak Direction	Growth Rate	2022 Volume Peak Hour Peak Direction	LOS D Directional Peak Hour	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity	Total Traffic (Peak Direction)	Does Project Meet Concurrency?
Kanner Highway (SR-76)	SR-714	Project Entrance	no	25,158	1006	1.005	1021	3020	3	100%	0.10%	1024	Yes
	Project Entrance	SR-5	no	25,158	1006	1.005	1021	3020	11	100%	0.36%	1032	Yes

In: 3
 Out: 11
 Years Grown: 3

Table 2b: Link Analysis - PM Peak Hour

Segment	From	To	Is Project Traffic 1% or More of Capacity?	2019 AADT	2019 Volume Peak Hour Peak Direction	Growth Rate	2022 Volume Peak Hour Peak Direction	LOS D Directional Peak Hour	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity	Total Traffic (Peak Direction)	Does Project Meet Concurrency?
Kanner Highway (SR-76)	SR-714	Project Entrance	no	25,158	1006	1.005	1021	3020	12	100%	0.40%	1033	Yes
	Project Entrance	SR-5	no	25,158	1006	1.005	1021	3020	7	100%	0.23%	1028	Yes

In: 12
 Out: 7
 Years Grown: 3

Martin County 2019 Roadway Level of Service Inventory Report

02222021 CCM	Road Name	From	To	Type	Generalized Service Capacity	2019 Average Annual Daily Traffic	2019 Peak Hour Directional Volume	2019 Generalized LOS	Avg. Annual Growth Rate
	SR-732 (Jensen Beach Blvd)	SR-5	Green River Pkwy	Class I: 4-Ln Divided	2000	25,949	1,349	C	0.5%
	SR-732 (Jensen Beach Blvd)	Green River Pkwy	CR-723	Class I: 4-Ln Divided	2000	23,804	1,154	C	0.5%
	SR-76 (Kanner Hwy)	SR-15	SR-710	Uninterrupted Rural Hwy: 2-Ln Undivided	740	2,134	111	A/B	6.1%
	SR-76 (Kanner Hwy)	SR-710	CR-708	Uninterrupted Rural Hwy: 2-Ln Undivided	740	3,412	151	A/B	0.9%
	SR-76 (Kanner Hwy)	CR-708	CR-711/CR-76A	Transitional 2-Ln Uninter /Undivided Flow	1200	2,889	168	A/B	0.5%
	SR-76 (Kanner Hwy)	CR-711/CR76A	Locks Rd	Class I: 4-Ln Divided	2000	13,401	831	C	1.7%
	SR-76 (Kanner Hwy)	Locks Rd	Jack James	Class I: 4-Ln Divided	2000	19,231	920	C	0.5%
	SR-76 (Kanner Hwy)	Jack James	Cove Rd	Class I: 6-Ln Divided	3020	43,880	2,372	C	0.6%
	SR-76 (Kanner Hwy)	Cove Rd	Salerno Rd	Class I: 6-Ln Divided	3020	34,493	1,495	C	1.0%
	SR-76 (Kanner Hwy)	Salerno Rd	Indian St	Class I: 6-Ln Divided	3020	30,912	1,293	C	2.6%
	SR-76 (Kanner Hwy)	Indian St	SR-714	Class I: 6-Ln Divided	3020	21,116	993	C	0.5%
	SR-76 (Kanner Hwy)	SR-714	SR-5	Class I: 6-Ln Divided	3020	25,158	1,006	C	0.5%
	SR-A1A (Ocean Blvd)	SR-714	St Lucie Blvd	Class II: 4-Ln Divided	1630	19,437	1,081	D	0.6%
	SR-A1A (Ocean Blvd)	St Lucie Blvd	Sewalls Point Rd	Class I: 4-Ln Divided	2000	23,060	1,127	C	1.0%
	SR-A1A (Ocean Blvd)	Sewalls Point Rd	Macarthur Blvd	Class I: 2-Ln Divided	925	13,597	845	C	0.5%
	SR-A1A (Ocean Blvd)	MacArthur Blvd	SR-732	2-Ln Uninter /Undivided Flow	1190	8,532	407	A/B	3.1%
	SR-A1A (Ocean Blvd)	SR-732	St Lucie County	2-Ln Uninter /Undivided Flow	1190	14,752	870	D	1.8%
	St Lucie Blvd	CR-A1A	Indian St	2-Ln Undivided Non- State	675	3,305	172	C	0.5%
	St Lucie Blvd	Indian St	SR-A1A	2-Ln Undivided Non- State	675	7,524	429	D	3.3%
	Westmoreland Blvd	St Lucie County	SR-5	Class II: 2-Ln Divided	790	12,271	601	D	1.0%
	Willoughby Blvd	Cove Rd	Salerno Rd	Class I: 2-Ln Undivided	880	4,332	214	C	8.0%

Segments with shaded LOS require additional analysis.
The peaks are: CR-A1A (PM/SB) and Murphy Rd (PM/NB).

ATTACHMENT D

Driveway Volumes

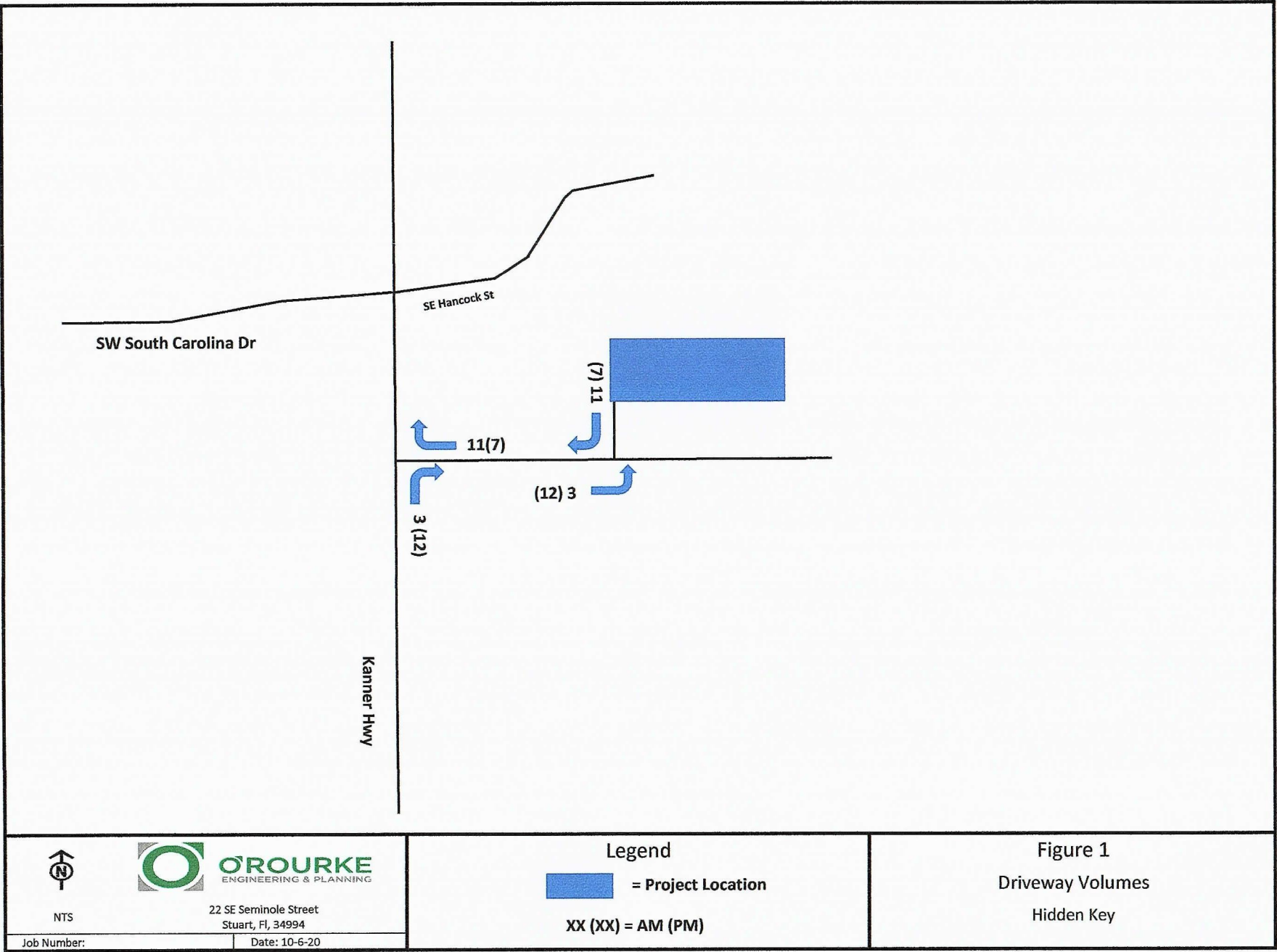
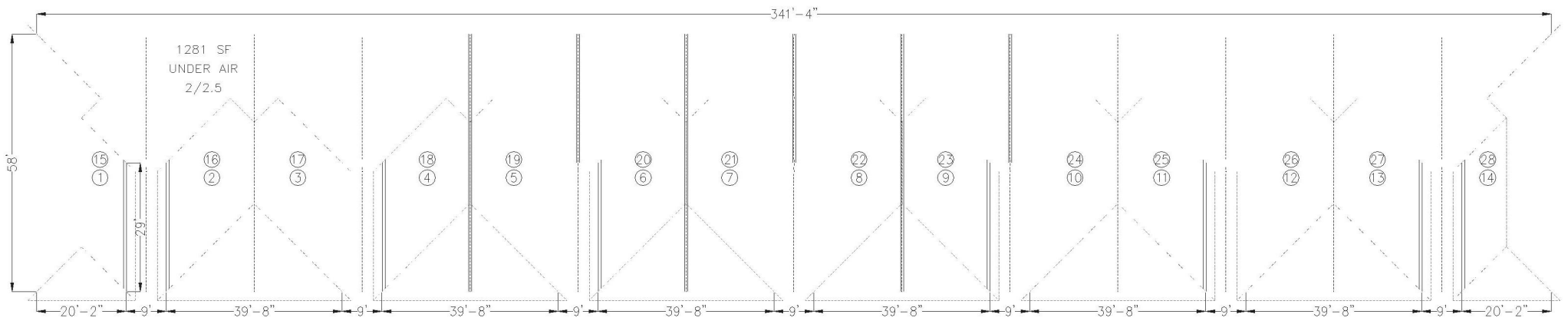
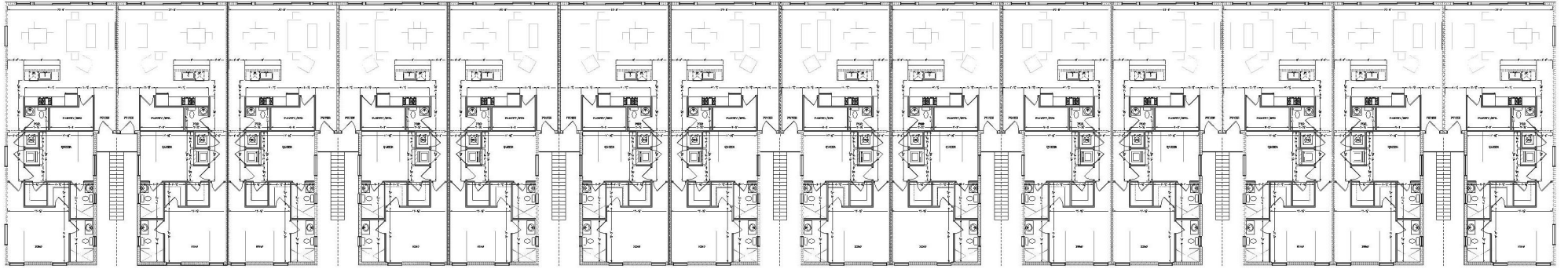


Figure 1 - Driveway Volumes - Hidden Key



CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 2/22/2021

Prepared by: jchrulski

Title of Item:

STUART GREEN MARKET DISCUSSION

Summary Explanation/Background Information on Agenda Request:

Stuart Green Market discussion and deliberation.

Funding Source:

N/A

Recommended Action:

Commission discussion.

ATTACHMENTS:

Description		Upload Date	Type
▢	Stuart Green Market License Agreement	2/11/2021	Attachment
▢	Stuart Green Market Memo to City of Stuart	2/11/2021	Cover Memo
▢	Stuart Green Market financials summary sent to City of Stuart	2/11/2021	Cover Memo
▢	Stuart Green Market Policies Procedures sent to City of Stuart	2/11/2021	Cover Memo
▢	Stuart Green Market 990	2/11/2021	Cover Memo



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

RESOLUTION NUMBER 66-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF STUART AND STUART GREEN MARKET, INC A DESIGNATED 501(c) ORGANIZATION; GRANTING A NON-EXCLUSIVE LICENSE TO OPERATE A WEEKLY OUTDOOR MARKET PLACE FOR SALES TO THE GENERAL PUBLIC FOR FRESH PRODUCE, BAKED GOODS, PLANTS, AND ASSORTED FOODS AND GREEN PRODUCT SERVICES BY INDEPENDENT VENDORS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

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

SECTION 2: The Mayor and City Clerk are hereby authorized to execute a non-exclusive license to Stuart Green Market, Inc. for the operation of a weekly outdoor market place for sales to the general public of fresh produce, baked goods, plants, and assorted foods and green product services by independent vendors.

SECTION 3: This Resolution shall take effect upon its adoption.

Resolution No. 66-2019

Resolution Authorizing a License Agreement with Stuart Green Market

Commissioner GLASS LEIGHTON 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:

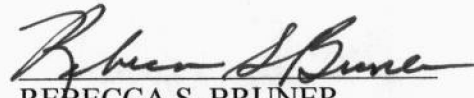
REBECCA S. BRUNER, MAYOR
EULA R. CLARKE, VICE MAYOR
KELLI GLASS LEIGHTON, COMMISSIONER
MERRITT MATHESON, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 22nd day of July, 2019.

ATTEST:


MARY R. KINDEL
CITY CLERK


REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORTELL
CITY ATTORNEY



**LICENSE AGREEMENT
CITY OF STUART AND STUART GREEN MARKET, INC.**

This LICENSE AGREEMENT, hereinafter "License" made and entered into this 22nd day of July, 2019, by and between the CITY OF STUART, FLORIDA, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter the "City," and STUART GREEN MARKET, INC., a Florida not for profit corporation, 121 S.W. Flagler Avenue, Stuart, FL, 34994, hereinafter the "Licensee."

W I T N E S S E T H:

The City and the Licensee do hereby agree as follows:

1. **DESCRIPTION OF LICENSED PREMISES.** City licenses to Licensee, and Licensee accepts such License from City, for the purpose of operating an outdoor market place for sales to the general public of fresh produce, baked goods, plants, and assorted foods and green products and services, by independent vendors, upon that portion of the parking lot adjacent to Stuart City Hall at 121 S.W. Flagler Avenue, and further described in the drawing attached hereto as **Exhibit "A,"** hereinafter the "Premises." The Premises does not include the parking area to the south (front) of the City Hall building, nor does it include the fire lanes adjacent thereto.
2. **TERM.** The initial term of this License shall commence on the date first written above and continue henceforth until terminated by either party upon sixty (60) days written notice to the other; hereinafter the "Term." The City licenses the Premises only on each Sunday during the Term from 6:00 a.m. through 5:00 p.m., unless otherwise expressly permitted by the City Manager, in advance and in writing, for additional Special Events of a temporary nature.
3. **FEE.** The License Fee for the use of the Premises during the Term as provided in paragraph 2 above is \$2,000.00 annually, to be paid within 30 days of the execution of this agreement, and subsequent renewal payments on or before the first day of July, each year the agreement remains in effect beginning July 1st, 2020.
4. **CITY'S OBLIGATIONS.** City shall have the obligation to do the following:
 - A. The Premises shall be kept in good condition and repair by the City; and the City will use its best efforts to make repairs to the bathroom facilities, including emergency repairs, as needed.
 - B. Assure that the public bathrooms adjacent to City Hall are cleaned at the beginning of each Sunday morning, no later than 8:30 AM, and assure the bathrooms are open and available for use by the public during the use of the Premises.

LICENSE AGREEMENT
CITY OF STUART, FLORIDA and STUART GREEN MARKET, INC.

- C. Provide three (3) 90 gallon Green Carts for solid waste, and three (3) 90 gallon Blue Carts for Recyclable materials to be located behind the stem wall next to City Hall.
 - D. Cause all City vehicles to be parked outside the Premises. The City will make all reasonable efforts to clear the lot of privately owned vehicles but cannot guarantee all private vehicles will be removed.
 - E. Provide two barricades at the entrances of the parking lot to prohibit entrance at certain times during the use of the Premises.
 - F. Provide electrical and water service to the Premises as reasonably needed, and as currently installed.
 - G. Conduct an annual review of the terms and conditions of this agreement.
5. LICENSEE'S OBLIGATIONS. Licensee shall have the obligation to do the following:
- A. The Licensee must furnish to the City, a copy of its annual financial report, including any 990 forms filed with the IRS, or as otherwise required by law as a recognized 501(c) organization, each year this agreement remains in effect. The Licensee must also maintain an IRS tax exempt, 501(c) status throughout the term of this agreement. Revocation of Licensee's tax exempt status by the IRS, whether automatic or as an outcome of an audit, will constitute a material breach of the terms of this license.
 - B. In the event that the Licensee makes any charitable contributions, donations, or takes similar actions, all parties to this agreement recognize that the proceeds from the "green market" are a direct result of the use of City of Stuart Public Property, and the parties further agree that it is the intent of the organization to provide public benefit to the City of Stuart. Therefore, any charitable actions which use funds generated from the Green Market shall be for the public benefit of the City of Stuart and its residents, property owners, and businesses. The Board for Stuart Green Market Inc., agrees to seek approval from the Stuart City Manager prior to making any donations or contributions as set forth above.
 - C. The Licensee shall have access to the Premises at 6:00 AM Sunday morning, and shall vacate the Premises not later than 5:00 PM the same day.
 - D. Licensee shall be permitted to employ no more than seventy five (75) privately contracted vendors ("Vendors") each Sunday, who shall each be permitted to temporarily erect for licensed uses, 10'x10' canopies, tables,

LICENSE AGREEMENT
CITY OF STUART, FLORIDA and STUART GREEN MARKET, INC.

and displays for the sale or distribution of produce, food, beverages, wares, or services.

- E. The Vendors shall set up between 6:00 AM and 9:00 AM, at which time the general public will be admitted to the Premises. At 4:00 PM the general public will no longer be admitted to the Market, and the remaining Vendors will begin to close their operations.
- F. Licensee agrees and will assure that no more than 45 of its Vendors shall be permitted to remain on the Premises from 1:00 PM to 4:00 PM, and only in the areas designated by the City for their use nearest to the Riverwalk Stage.
- G. The Licensee shall keep the Premises clean throughout its Sunday operation by the Licensee, including but not limited to the parking lot, the outdoor bathrooms at City Hall, the adjacent walkways, driveways, and streets, and the entire Premises shall be cleaned and restored to its prior condition by 5:00 PM each Sunday of operation.
- H. The Licensee shall use the three (3) 90 gallon Green Carts for solid waste, and three (3) 90 gallon Blue Cart for Recyclable materials provided by the City, and shall collapse and fold all cardboard boxes and place them in the Blue recycle cart or immediately adjacent to it in a neat and orderly fashion behind the stem wall next to City Hall by 5:00 PM each Sunday of operation.
- I. The City of Stuart is in the process of becoming a 'zero plastic waste' city as directed by the City Commission. It will be the responsibility of the Stuart Green Market Inc. to ensure its vendors comply with and conform to any such policy once adopted by the City Commission. Any violation of this policy after its effect will be considered a material breach of this agreement. Licensee shall be subject to any penalties as set forth in the policy. Further, failure to comply with same shall be grounds for termination of this agreement.
- J. Any sale, distribution, or consumption of alcoholic beverages during each event will be limited to a predefined area as determined and approved by the City Manager, or their designee. Such activity by the Licensee or any of their designated vendors will be considered ancillary to the scope and nature of the license, and may be revoked by the City Manager, or their designee for any reason, at any time.
- K. The Licensee shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the Premises or

LICENSE AGREEMENT
CITY OF STUART, FLORIDA and STUART GREEN MARKET, INC.

any improvements on it, except if the Licensee or any of its independent vendors shall have damaged the same.

- L. Licensee shall comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises, the improvements on the Premises, or any activity or condition on or in the Premises.
- M. Any signage constructed or placed by Licensee shall be first approved by the City Manager.
- N. Licensee Vendors will not park their vehicles on the streets immediately adjacent to the Licensed Premises, or within the City Hall parking lot except when setting up or breaking down equipment to be transported to and off premise. Repeated violations of this policy may constitute a material breach of the license agreement.
- O. Licensee shall pay to the City, a fee of \$80.00 for each event occurring in February, March, and April of every calendar year for the purpose of assigning one police officer for traffic control over a two hour period; and as may otherwise be determined by the City with reasonable notice given to the Licensee.
- P. If Licensee elects to make alcoholic beverages available for sale, distribution, or consumption during its licensed event, Licensee may be required to hire at its own expense, additional public or private security officers as determined by the City.

6. **NON-EXCLUSIVE USE.** City grants this License to the Licensee as a non-exclusive right to use the Premises, except that the City agrees it shall not grant a similar license or right to use the Premises during the dates and times of this License, without first consulting and making a suitable mutual agreement with Licensee. Licensee's use of the Premises is nonetheless a "public use" provided by a private entity.

7. **CITY'S RIGHT OF ENTRY.** Licensee shall permit City and its agents and employees to enter the Premises at all reasonable times for the purpose of inspecting them.

8. **NOTICES.** All notices, demands, or other writings in this License provided to be given or made or sent, or which may be given or made or sent, by either party to this License to the other, shall be deemed to have been fully given or when either hand delivered to the offices of or made in writing and deposited in the United States Certified Mail, and postage prepaid, or emailed and receipted, and properly addressed to:

LICENSE AGREEMENT
CITY OF STUART, FLORIDA and STUART GREEN MARKET, INC.

to the City: City of Stuart
 ATTN: City Manager
 121 SW Flagler Avenue
 Stuart, FL 34994
 cmanager@ci.stuart.fl.us and mmortell@ci.stuart.fl.us

to the Licensee: Stuart Green Market, Inc.
 3467 SW Englewood Street
 Port St. Lucie, FL 34953
 stuartgreenmarket@yahoo.com

9. **TAXES AND ASSESSMENTS.** In the event any governmental taxes or assessments are levied upon the Premises as a result of the occupancy and activities of the Licensee hereunder, Licensee, as an additional license fee, shall pay and discharge said taxes or assessments as they become due, promptly and before delinquency.

10. **LIENS.** Licensee shall keep all of the Premises free and clear of any and all liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Licensee, any alteration, improvement, or repairs or additions which Licensee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Licensee on or about the Premises, or any obligations of any kind incurred by Licensee. Licensee shall at all times promptly and fully pay and discharge any and all claims on which any lien may or could be based, and shall indemnify City and all of the Premises and all buildings and improvements on the Premises against all liens and claims of liens and suits or other proceedings pertaining to those liens.

11. **INDEMNIFICATION OF CITY.** Under separate consideration, the amount and sufficiency which is acceptable to each party, it is further agreed that the City shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Licensee, or by any of Licensee's vendors, or any other person who may at any time be using or occupying or visiting the Premises or be in, on, or about the Premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Licensee or of any occupant, vendor, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matter or thing. Licensee shall hold the City, its agents and employees harmless, and shall indemnify the City, its agents and employees against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. The foregoing indemnification shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of the City, its agents, or employees. This indemnification shall be insured, at all times during this License, by the Licensee, in amounts provided in Section 13, below, failing which this License shall be automatically terminated without further action by the City.

LICENSE AGREEMENT
CITY OF STUART, FLORIDA and STUART GREEN MARKET, INC.

12. **INSURANCE.** Licensee shall maintain in effect throughout the term of this License personal injury liability insurance covering the Licensee, and the City and the operations of the business in the amount of \$1,000,000 for injury to or death of any one person, and \$1,000,000 for injury to or death of any number of persons in one occurrence, and property damage liability insurance on the Premises in the amount of \$50,000. The insurance shall specifically insure Licensee against all contractual liability assumed by it under this License, as well as liability imposed by law, and shall insure both City and Licensee.

13. **REDELIVERY OF PREMISES.** Licensee shall pay the fees and all other sums required to be paid by Licensee under this License in the amounts, at the times, and in the manner provided in this License, and shall keep and perform all the terms and conditions of this License on its part to be kept and performed, and at the expiration or sooner termination of this License, Licensee shall peaceably and quietly quit and surrender the Premises to City in good order and condition. In the event of the non-performance by Licensee of any of the covenants that Licensee has undertaken, this License may be terminated as provided herein.

14. **NOTICE OF DEFAULT.** For any material breach of this License, including the failure to maintain the required insurance coverages, the Licensee shall not be deemed to be in default under this License unless City shall first give to Licensee 10 days written notice of the default and Licensee fails to cure the default within 10 days, thereafter. Fees shall be due and shall become delinquent without notice thereof given by City to Licensee.

15. **DEFAULT.** In the event of any material breach of this License by Licensee, and following notice as required herein, if any is required, City, in addition to the other rights or remedies it may have, shall have the immediate right to cancel this License and may remove the Licensee and all invited or uninvited persons and property from the Premises. Such personal property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Licensee.

16. **WAIVER.** The failure of either party to take action with respect to any breach of any term, covenant, or condition contained in this License shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach, or of any other term, covenant, or condition contained in the License. The subsequent acceptance of the license fee under this License by City shall not be deemed to be a waiver of any preceding breach by Licensee of any term, covenant, or condition of this License, other than the failure of Licensee to pay the particular license fee so accepted, regardless of City's knowledge of the preceding breach at the time of acceptance of the license fee.

17. **MISCELLANEOUS.** The License embodies the entire understanding and agreement of the parties concerning the use of the Premises by the Licensee. The Licensee shall not rely upon any prior written agreement or any oral agreement concerning the use of the Licensehold. No modification or amendment to this License

**LICENSE AGREEMENT
CITY OF STUART, FLORIDA and STUART GREEN MARKET, INC.**

Exhibit A



LICENSE AGREEMENT
CITY OF STUART, FLORIDA and STUART GREEN MARKET, INC.

process to enforce any terms of the License, the prevailing party shall be entitled to reasonable attorneys fees and costs, at all levels of litigation.

IN WITNESS WHEREOF, the parties have respectively signed and sealed this License the days and year written below.

ATTEST:

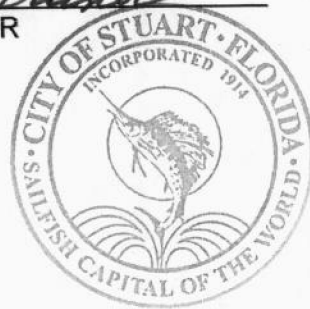

MARY KINDEE
CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

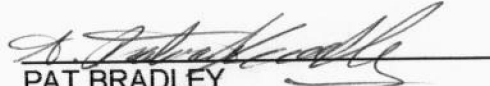

MICHAEL J. MORTELL
CITY ATTORNEY

CITY:
CITY OF STUART, FLORIDA


BECKY BRUNNER
MAYOR



LICENSEE:
STUART GREEN MARKET, INC.


PAT BRADLEY
PRESIDENT



January 30, 2021

ATTN: Mr. David Dyess

Mr. Jim Chrulski

FROM: Pat Bradley, President SGM

Gene Townsend, Vice President SGM

Eric Malafa, Treasurer SGM

It has been brought to the attention of the Board and Management of the Stuart Green Market that there were concerns expressed by certain members of the Commission during the City Meeting on January 25, 2021. This document is intended to address those concerns at present.

- 1) Upon the request of Mr. Chrulski, and in preparation of presenting requested documents to the City Commission, the Stuart Green Market provided access to the two "reports" that it makes to legal entities each year. Upon the 2019 re-designation from 501©3 to 501©4 not-for-profit corporation to the IRS, we provided the mandatory 990 "e-postcard" filing information. This is the form required by federal law. Additionally, we presented the State of Florida Division of Corporations [EIN 32-0056283] Annual Report and Reinstatement Report (reflecting the change of non-profit status).

In that preparation leading up to the 1/25 meeting, we were not asked for any additional reporting or disclosures. However, understanding that the Commission did not find these reports to be satisfactory, we are attaching a copy of our top line balance sheet from 2019 and 2020 for your review. The Stuart Green Market does not hire an accountant, and all documentation that is being forwarded is from volunteer, non-professional effort. Please see attached.

- 2) The Stuart Green Market, as lessee of the City of Stuart, has always supported and abided by efforts at environmental stewardship. We have communicated to our vendors the

implementation of the Plastics Ordinance on City properties, and our Policies and Procedures Document reflects that:

“City of Stuart Plastics Ordinance: Effective immediately on any leased land in the City of Stuart on which the market operates, the **Stuart “Green” Market** remains in compliance with “green” ordinances and policies stated by the City. These policies are aligned to conserve natural resources, contribute to long-term economic vitality, and reduce waste/pollution in the environment. **All single-use plastics, including straws, bags, food service containers, utensils, Styrofoam (polystyrene) clamshells and packaging is PROHIBITED to be used by any vendor.** Plastic containers which hold PRE-PACKAGED materials for general sale are allowable (these are items which have been packaged before Sunday and contain items for sale which are not consumed on site). Compostable, biodegradable materials, such as paper, cardboard, bioplastic, cornstarch, bamboo, etc. are allowable.

The City of Stuart may impose fines for first violations of this ordinance in the amount of \$250.00. Any vendor found to be in violation will be financially responsible for any fine, and will not be permitted attendance at the Marketplace until they are in compliance with the plastics ordinance. Any vendor who is determined by the Green Market Manager to be in violation of the City’s ordinance will have a single verbal warning. A second violation will result in suspension of Market activity until the vendor is in full compliance.”

This week, the Stuart Green Market has performed a baseline audit of the current vendor participants. These are its findings:

- There are 47 regularly operating vendors.
- 32 of 47 vendors have fully complied with the ordinance.
- 8 have ordered and are awaiting supplies and are in transition to full compliance.
- 7 do not use or sell items requiring any bags or other typical plastic packaging.

It is our intent to comply with all requests made to us by the City regarding our operations: procedural, legal, financial, health, safety, or any other type. We have served this community since 2002 with great pride and will continue to do so.

Thank you for your attention.

STUART GREEN MARKET 2019

Beginning balance: \$14,285

INCOME

Vendor fees	17,871
Interest	8

TOTAL \$17,879

EXPENSES

Stuart Main Street/ Rock'n Riverwalk	
Sponsorship	3,920
Legal fees	4,233
Advertisement/Marketing	988
Entertainment	700
Utilities: web, phone	2,535
Insurance	437
City of Stuart rent/lease	9,170

TOTAL \$21,983

STUART GREEN MARKET 2020

Beginning balance: \$9,922

INCOME

Vendor fees	11,048
Interest	0

TOTAL \$11,048

EXPENSES

Stuart Main Street/ Rock'n	
Riverwalk Sponsorship	1,383
Legal fees	1,000
Advertisement/Marketing	3,492
Entertainment	7,550
Utilities: web, phone	1,165
Insurance	437
City of Stuart rent/lease	0

TOTAL \$15,027



PROCEDURES AND POLICIES FOR THE

STUART GREEN MARKET Rev.1/21

1. **Guidelines for participating as a Stuart Green Market Vendor during the COVID-19 pandemic:**

Per recommendations with the Center for Disease Control and Prevention (CDC), Governor DeSantis of Florida, and the City of Stuart Commissioners, these protocols are effective immediately and until further notice:

- If a Vendor is showing symptoms of illness, including fever/chills, cough, shortness of breath or difficulty breathing, fatigue, muscle aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea/vomiting, or diarrhea they are prohibited from attending the Marketplace.
- All booth locations are determined with recommended social distancing in mind (6-foot spacing) and are solely the decision of the Management.
- All Vendors are required to wear masks or face coverings during interactions with others when social distancing practices are not practical.
- No product sampling is permitted at any time.
- Wearing gloves is required practice for food service Vendors, but all are encouraged to frequently wash their hands or use alcohol-based hand sanitizers.
- High touch surfaces in Vendor booths, such as payment systems, tabletops, displays, product packaging, etc. must be sanitized regularly.
- Customer spacing must be encouraged to maintain the 6-foot social distancing practices. Vendors are encouraged to monitor the customer traffic at their booths.

2. **Products:**

- All products for sale must be handmade/manufactured by you or you must represent a local organization that is responsible for the crafting of the product. No re-sellers or corporate distributors will be allowed.
- All products **MUST** be approved in advance. You may not introduce any new products without approval by the Management. Any product introduced without prior approval could result in permanent expulsion from the Stuart Green Market.
- Every effort will be made by the Management to **NOT** overlap vendors with identical product offerings; the exception being any local farmer/rancher/producer (no restrictions will be placed).

3. **General Liability Insurance:** Every Stuart Green Market Vendor must submit written documentation that they possess current, valid general liability insurance, and the COI must list the Stuart Green Market as additional insured. *Neither the City of Stuart, nor the Stuart Green Market assumes liability for any vendor, tent or display, vehicles, business operations, products, etc. and it is the exclusive responsibility of the Vendor to obtain insurance.* Current proof of insurance must be submitted on an annual basis.

4. **City of Stuart Plastics Ordinance:** Effective immediately on any leased land in the City of Stuart on which the market operates, the **Stuart “Green” Market** remains in compliance with “green” ordinances and policies stated by the City. These policies are aligned to conserve natural resources, contribute to long-term economic vitality, and reduce waste/pollution in the environment. **All single-use plastics, including straws, bags, food service containers, utensils, Styrofoam (polystyrene) clamshells and packaging is PROHIBITED to be used by any vendor.** Plastic containers which hold PRE-PACKAGED materials for general sale are allowable (these are items which have been packaged before Sunday and contain items for sale which are not consumed on site). Compostable, biodegradable materials, such as paper, cardboard, bioplastic, cornstarch, bamboo, etc. are allowable.

The City of Stuart may impose fines for first violations of this ordinance in the amount of \$250.00. Any vendor found to be in violation will be financially responsible for any fine, and will not be permitted attendance at the Marketplace until they are in compliance with the plastics ordinance. Any vendor who is determined by the Green Market Manager to be in violation of the City’s ordinance will have a single verbal warning. A second violation will result in suspension of Market activity until the vendor is in full compliance.

5. **Vendor Spaces:**

- The Management will assign all spaces within the marketplace. All vendor spaces may be reassigned with no advanced notice at any time for the needs of the market itself. There are no assigned or permanent spaces to be given to any specific vendor, but a *consistent* location for regular vendors is preferable.
- Tents must not exceed 10’ x 10’ and white is the preferred color. All tents are **required** to have suitable tent weights or anchors (any style) on location in the event of bad weather.

6. **Parking:**

- During Market operating hours, all vendors are required to park their vehicles in the gravel lot *behind* the Stuart Heritage Museum (trailer parking area) or along SW Flagler Avenue. Parking closest to Flagler Park is reserved for customer parking only – if a Vendor disregards this, they will be required to remove their vehicle beyond the Heritage Museum location.
- Vendors in possession of valid handicapped parking permits may use any available handicap space.

7. **Vendor Set-Up:**

- Vendors will be required to use carts, hand trucks, or wagons to transport their goods as no vehicles may enter Flagler Park. All vendor set up must be completed by **8:45 a.m. sharp** each Sunday.
- In the event a vendor arrives past the 9 a.m. market opening time, set up will solely be at the Manager’s discretion. Any vendor who is permitted to set up after 9 a.m. will pay an additional \$25.00 LATE FEE in addition to the regular daily vendor fees.

8. **Vendor Breakdown:**

- **There may be no breakdown of any vendor booth before the official closing time of the Market.** The exception to this rule would be if the Market was determined unsafe due to weather conditions. ***Please exercise PATIENCE and CAUTION and assist one another during set up and break down.***

9. **Attendance:**

- All vendors are admitted to the Stuart Green Market as full-time, year round vendors – UNLESS approved differently in advance. Your attendance at the marketplace is expected every week. In the event you are unable to attend, **advanced notice must be made in writing (email or text) or**

by phone a minimum of 24 hours in advance (i.e. by 9:00 a.m. the Saturday before). More than three (3) absences for any reason in a 3 month/12 week period will result in removal from the Stuart Green Market. If you fail to alert the Management to an absence within the 24-hour grace period, your absence will be considered a “double” absence and will be logged as such in your attendance record (“two strikes” according to the “three strike rule”). If you should wish to be re-instated in the Market after exceeding the three-absence limit, you must re-submit a Vendor Application with the Management and will be considered a new vendor, subject to all space availability and regulations. The decision to reinstate a repeatedly absent vendor will rest solely upon the Management’s discretion.

- **No Call/No Show Fee:** If a vendor is absent from the marketplace without notifying the Management in advance, they must pay a penalty fee (\$25 per vendor space) *in addition* to the daily vendor fee on the date they wish to return to the Market.
- The Stuart Green Market is a **RAIN OR SHINE** event held from 9 am to 1 pm year round. The only weather events which would cancel the Market are if the National Weather Service agency has placed Stuart under a Severe Thunderstorm Warning, or a Tropical Storm/Hurricane Watch or Warning.

10. **Vendor Conduct:**

The Stuart Green Market maintains high professional standards of conduct that would be expected in any commercial business setting.

- All vendors should arrive in clean/orderly attire.
- All vendors should conduct their behavior and speech in a manner that is courteous, respectful and polite. Under no circumstances will foul or abusive language be permitted, as well as “badmouthing” other vendors or gossiping.
- There is **NO SMOKING, NO USE OF TOBACCO PRODUCTS, AND NO ALCOHOL** within the entire boundary of the Stuart Green Market or Flagler Park.

11. **Other Vendor Policies:**

- **Recycling:** The City of Stuart encourages recycling. Vendors are asked to place glass, plastic, cardboard and other recyclable materials in the “blue” bins provided for this purpose. Trash must be contained and placed in the “green” bins. Rotten vegetables, broken tents, oils, and other large items may NOT be placed in trash receptacles and vendors must remove this refuse on their own.
- **Signage:** No signs, banners, sandwich boards, step signs or other advertising of individual vendors are permitted outside of each 10’ x 10’ vendor space. All signage must be physically contacting the individual’s tent or display and must be secured. A vendor may use an electrical cord extending beyond their vendor space, but only with the use of a commercial cord cover, electrical tape or other durable covering to mitigate any trip hazard.



[Home](#) > [Tax Exempt Organization Search](#) > **Stuart Green Market**

< [Back to Search Results](#)

Stuart Green Market

EIN: 32-0056283 | Port Saint Lucie, FL, United States

> **Other Names**

Auto-Revocation List ⓘ

Organizations whose federal tax exempt status was automatically revoked for not filing a Form 990-series return or notice for three consecutive years. Important note: Just because an organization appears on this list, it does not mean the organization is currently revoked, as they may have been reinstated.

Exemption Type: 501(c)(3)

Exemption Reinstatement Date:

Revocation Date: 05-15-2010

Revocation Posting Date: 12-01-2018

Form 990-N (e-Postcard) ⓘ

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than \$50,000 fall into this category.

> **Tax Year 2019 Form 990-N (e-Postcard)**

Tax Period:

2019 (01/01/2019 - 12/31/2019)

EIN:

32-0056283

Legal Name (Doing Business as):

Stuart Green Market

Mailing Address:

3467 SW Englewood Street
Port Saint Lucie, FL 34953
United States

Principal Officer's Name and Address:

Pat Bradley

3800 SW St Lucie Shores Drive
Port Saint Lucie, FL 34953
United States

Gross receipts not greater than:

\$25,000

Organization has terminated:

No

Website URL:

www.stuartgreenmarket.com

Page Last Reviewed or Updated: 20-November-2020



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