



A G E N D A

**REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD June 28, 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

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

CONSENT CALENDAR

1. APPROVAL OF 6/14/2021 CCM MINUTES (RC):

2. KANNER HWY WATERMAIN REPLACEMENT - FDOT AGREEMENT (RC):

RESOLUTION No. 61-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT (AT UTILITY EXPENSE) FOR CONSTRUCTION OF THE KANNER HIGHWAY WATERMAIN REPLACEMENT PROJECT; DESIGNATING AUTHORIZED REPRESENTATIVE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

3. AWARD OF ITB# 2021-112: RIVERWALK HANDRAIL REPLACEMENT PROJECT (RC):

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-112, RIVERWALK HANDRAIL REPLACEMENT

PROJECT TO THE LOWEST, RESPONSIVE AND RESPONSIBLE BIDDER TO "A GREAT FENCE OF PORT ST. LUCIE, FLORIDA" PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

4. CHILDREN'S SERVICE COUNCIL OF MARTIN COUNTY GRANT FOR COMMUNITY SERVICES DEPT. AFTER SCHOOL PROGRAM (RC):

RESOLUTION No. 63-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPLY AS THE LEAD AGENCY WITH THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY FOR THE EAST STUART YOUTH INITIATIVE GRANT; IF APPROVED, AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF THE CHILDREN SERVICES COUNCIL GRANT, AND EMERGENCY FUNDING; AUTHORIZING THE EXECUTION OF CONTRACTS BETWEEN THE CITY OF STUART AND CHILDREN SERVICES COUNCIL OF MARTIN COUNTY FOR GRANT ADMINISTRATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

5. KIWANIS PARK PLAYGROUND EQUIPMENT (RC):

RESOLUTION No. 64-2021 / BA No. 08-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NO. 08 2021 TO ACCEPT, APPROPRIATE AND EXPEND A DONATION FROM KIWANIS CLUB OF STUART IN THE AMOUNT OF \$127,000; A DONATION FROM STUART BENEVOLENT FIRE FIGHTERS, INC. IN THE AMOUNT OF \$7,500; APPROPRIATING ALL DONATED MONIES, AND \$20,314 DONATED FROM THE COMMUNITY SERVICES ADVISORY BOARD (R21-2018) TO ACCOUNT 1220-563 INFRASTRUCTURE; APPROPRIATING \$72,293.00 OF RECREATION IMPACT FEES TO ACCOUNT 1220-563 INFRASTRUCTURE TO EXPEND ALL FUNDS FOR PLAYGROUND EQUIPMENT FOR KIWANIS PARK PLAYGROUND EQUIPMENT PHASE 2.

END OF CONSENT CALENDAR

COMMISSION ACTION

6. APPOINT VOTING DELEGATE TO FLORIDA LEAGUE OF CITIES (RC)
7. URGING THE U.S. DEPARTMENT OF INTERIOR TO RESTORE THE 'ENDANGERED' STATUS FOR THE WEST INDIAN MANATEE (RC):

RESOLUTION No. 65-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, URGING THE UNITED STATES DEPARTMENT OF THE INTERIOR AND THE FISH AND WILDLIFE SERVICE TO RESTORE THE 'ENDANGERED' PROTECTION STATUS OF THE WEST INDIAN MANATEE UNDER THE ENDANGERED SPECIES ACT; FURTHER REQUESTING A RULE REVISION TO THE CRITICAL HABITAT FOR THE FLORIDA MANATEE TO INCLUDE THE SAINT LUCIE RIVER AND ESTUARY; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

ORDINANCE FIRST READING

8. AMENDING QUASI-JUDICIAL PROCEEDINGS (RC):

ORDINANCE No. 2467-2021; AN ORDINANCE OF THE CITY OF STUART AMENDING ARTICLE XI; SECTION 11.03.00 - QUASI-JUDICIAL PROCEEDINGS; PROVIDING FOR A SEVERABILITY CLAUSE AND A CONFLICTS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

9. VARIANCE TO REDUCE THE UPLAND BUFFER DISTANCE TO SIGNIFICANT WETLAND RESOURCES (RC):

REQUEST FOR A VARIANCE TO THE CITY'S LAND DEVELOPMENT CODE, SECTION 5.03.02.C.1 AND 4, FOR A REDUCED MINIMUM UPLAND BUFFER DISTANCE FROM OUTSTANDING WETLAND RESOURCES, REDUCED AVERAGE UPLAND BUFFER AND REDUCED CONSTRUCTION SETBACK FROM WETLANDS, FOR LOT 5/6 INDIAN GROVES DRIVE.

DISCUSSION AND DELIBERATION

ADJOURNMENT

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION**

Meeting Date: 6/28/2021

Prepared by: Susej Meleqi, Deputy Clerk

Title of Item:

APPROVAL OF 6/14/2021 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
06/14/2021 CCM Minutes	6/18/2021	Attachment

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
HELD June 14, 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

SERGEANT AT ARMS: Police Chief Joseph Tumminelli



4:01 PM ROLL CALL

PLEDGE OF ALLEGIANCE

1. ARTS MOMENT - JULIAN SORIANO PERFORMING A SONG "FEELING GOOD" BY MICHAEL BUBLE.



4:08 PM

PROCLAMATIONS

2. JUNETEENTH FREEDOM DAY - JUNE 19, 2021

Nina Dooley, President of Afro American Citizen of East Stuart came forward to accept the Proclamation, thanked the City, announced the upcoming June 19th Juneteenth Event, Freedom Day, and Father Fest.

3. PTSD AWARENESS MONTH - JUNE 2021

Police Chief Tumminelli and Fire Battalion Chief accepted the Proclamation and provided statistical data on PTSD and depression.

4. PRIDE MONTH - JUNE 2021

Barbara and Gary Silver of PFLAG of Stuart accepted via ZOOM, announced the Stuart Chapter is 4 years old with 300 members, thanked the City.

5. PARKS AND RECREATION MONTH - JULY 2021

Mike Redstone, new Recreation Division Manager and Jessica Tharp and members of the Community Services Department came forward for a photo with Mayor Clarke and announced the variety of programs they offer throughout the community.

 **4:31 PM**

PRESENTATIONS

6. SERVICE AWARDS JUNE 2021

Terry Foster, Utilities & Engineering - 10 years
Bobby "Doc" Holliday, Utilities & Engineering - 10 years
David Jacobson, Police - 10 years
Brian Bossio, Police - 10 years
Christopher Heitfeld, Police - 10 years
Kenneth Leedham, Police - 10 years

7. EMPLOYEE SPOTLIGHT - JUNE 2021

Alicia King, Development Department was recognized as Employee Spotlight of the Month by Steve Nicolosi, Building Inspector.

 **4:39 PM**

8. KIWANIS CLUB OF STUART CHECK PRESENTATION & STUART FIRE UNION CHECK PRESENTATION

Cher Fisher of Kiwanis Club reported briefly on the history of Kiwanis Park, renovating two older original playgrounds, and creating a 4th playground (Maddie's Garden) for all ages and abilities. Presented the City with a \$127,000 check for Phase 1 of the renovation, Maddie's Garden, and the Tot Lot.

Chris LaBarbera, Lieutenant of Stuart Fire Rescue and Robert Callaham, Firemedic, started Fire Fighters Benevolent 1 year ago to give them access to funds to use for donation efforts. They contributed to the local park and donated \$7,500.00 and are going to place a firetruck and doghouse in the playground. Shared a story of the "Fire Dog".

 **4:50 PM**

9. 2021 FLORIDA LEGISLATIVE SESSION RECAP

Ben Hogarth, Community Affairs Liaison presented on the various 2021 Legislative updates. Brief discussion pertaining to SB 102 and Representative Toby Overdorf. Hogarth reviewed the various bills going before the House and Senate as well as bills that have passed.

City Priorities for 2021 that were adopted by Commissioners –
\$500,000 appropriation request for alternative Water Supply project.
\$1.75 million legislative appropriations total over 3 years of requests.

Proposed –
SB 102: Matters of Great Governmental Concern
HB 219: Vacation Rentals

Passed –
HB1: Combating Public Disorder
SB 50: Taxation
SB 60: County and Municipal Code Enforcement
HB 337: Impact Fees
HB 401: Florida Building Code
HB 403: Home Based Businesses
HB 421 & HB 1101: Relief from Burdens on Real Property Rights
HB 487: Growth Management
HB 663: Cottage Food Operations
SB 1080: Tobacco and Nicotine Products
SB 1194: Transportation
SB 1946: Anchoring Limitation Areas

Constitutional Amendments Proposal –
SJR 204: Abolishing the Constitution Revision Commission
HJR 1377: Limitation on Assessment of Real property Used for Residential purposes.

 **5:13 PM**

COMMENTS BY CITY COMMISSIONERS

Commissioner Bruner

- Commented on the property being improved located at Palm Beach Rd., 18th St.

Commissioner McDonald

- Stated that locks still closed, not getting discharges. Told by the Marine Industries Council that the locks were going to be closed for renovation for 3 months (Jan - March). City would like to comment to the Army Corp of Engineers.
- Provided Mangos to fellow Commissioners, glad to know its Mango season. "It's a beautiful time a year."

Commissioner Meier

- Requested to pull 13 and 14 from Consent.
- PFES – League helped write a bill last year – did not pass last year but will try again, local Cities coming together.
- Thanked Matheson for comments at the SFWMD Meeting for his speech on behalf of the City.
- Erosion of Home Rule, truth is the control is being taken from the residents, not the Commissioners/elected officials. Noted a Gas Station Bill that passed. Commented that Scott Dudley, of FLC is taking on a new role to spread the word on Home Rule.

Vice Mayor Matheson

- Thanked the employees of the City and noted they are all appreciated throughout the year.
- Tragic event at Fire Station #2, and all involved need to be offered the proper support. Would like flower sent to the victim's family from the City.
- Meeting on 5/24th that lasted until 2 a.m., believe it is important to hear public comment prior to deliberation, feels it should be heard first. Open to adjusting the meeting times when hot topics are on agenda.
- Wet season, fertilizer ban, reminder on social media pages – encourage our residents to abide by it. SFWMD Board speech – LOSOM update, thanked fellow Commissioners, May 2021 6th driest on records since early 1930's. Reported on Manatee death statistics.



5:29 PM MOTION: Staff bring back Resolution to urge the US Fish and Wildlife to place manatees back on the endangered species list.

MOVED BY: Vice Mayor Matheson

SECONDED BY: Commissioner McDonald

Motion approved unanimously.

Matheson continued:

- Lock closure per McDonald's comment, in support of the locks closure for service and repair.
- Support CC with improvements and any water flowing out of the St Lucie locks should be a measure of last resort.

Mayor Clarke

- Requested a brief update on the status of the 2021 Election. Clerk provided status.
- Congratulated the 10th Street staff on the Pop-up Shop Event.
- Announced upcoming Birthday Proclamation celebrations.
- Attending meeting for Regional Planning Council Meeting of the Indian River State College and Airport Meetings. Gave credit to the County for the good job they have been doing updates.



5:44 PM

COMMENTS BY CITY MANAGER

City Manager Dyess

- Informed the Commissioners that flowers and condolences were sent to the family in the tragedy of Fire Station #2.
- Change in Fiscal Year operation for the Children's Services Council Grant, application due date changed, Resolution on next agenda.

Mayor complimented Joly Boglioli and Fire Chief Felicione for how they handled the tragedy last week.

APPROVAL OF AGENDA



5:46 PM MOTION: Approval of agenda – pulling items 13, 14, and 15.

MOVED BY: Commissioner Meier

SECONDED BY: Commissioner McDonald

Motion approved unanimously.

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

- 1) Betty Brinkley – Nassau Ave.; Commented on wondering why her neighborhood gets so much less than other neighborhoods. Feels they do not get notified and included.



5:52 PM

CONSENT CALENDAR

10. APPROVAL OF 05/24/2021 CCM MINUTES

11. AWARD RFP TO STUART MAIN STREET AND AUTHORIZE A LICENSE AGREEMENT:

RESOLUTION No. 54-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO APPROVE THE AWARD OF RFP #2021-203; STUART MARKET TO STUART MAIN STREET AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF STUART AND STUART MAIN STREET ASSOCIATION, INC. A DESIGNATED 501© ORGANIZATION; GRANTING A NONEXCLUSIVE LICENSE TO OPERATE A WEEKLY OUTDOOR MARKET PLACE FOR SALES TO THE GENERAL PUBLIC FOR FRESH PRODUCE, BAKED GOODS, PLANTS, ASSORTED FOODS, GREEN PRODUCTS, AND OTHER PRODUCTS AND SERVICES BY INDEPENDENT VENDORS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

12. STATE REVOLVING FUND AMENDMENT 2 TO LOAN AGREEMENT DW430431:

RESOLUTION No. 57-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, ADOPTING AMENDMENT 2 TO THE STATE OF FLORIDA DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT DW430431; AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 2; DESIGNATING

AUTHORIZED REPRESENTATIVE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

(PULLED) 13. AWARD OF ITB #2021-110: RESINS FOR PFOA/PFOS TREATMENT SYSTEM:

RESOLUTION No. 58-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-110, RESINS FOR PFOA/PFOS TREATMENT SYSTEM TO THE LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER CALGON CARBON CORPORATION OF MOON TOWNSHIP, PA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(PULLED) 14. AWARD OF ITB# 2021-111: RE-BID OF TREE SELECTION AND REPLACEMENT FOR EAST OCEAN BLVD. STREETScape PHASE 1:

RESOLUTION No. 59-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-111, RE-BID OF TREE SELECTION AND REPLACEMENT FOR EAST OCEAN BLVD STREETScape PHASE 1 TO THE LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER WITH A TOTAL BID AMOUNT OF \$175,367.00 TO SUNSHINE LAND DESIGN OF STUART, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(PULLED) 15. BA #7 FOR TREES – EAST OCEAN BLVD., OSCEOLA CROSSWALK, SHEPARD PARK:

RESOLUTION No. 60-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT No. 7 TO THE 2020-2021 GENERAL FUND; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR TREES FOR EAST OCEAN BLVD., OSCEOLA STREET CROSSWALK AND SHEPARD PARK; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

END OF CONSENT CALENDAR



5:52 PM MOTION: Approval less Items 13, 14 and 15.

MOVED BY: Commissioner Meier

SECONDED BY: Commissioner McDonald

Motion approved unanimously.

13. AWARD OF ITB #2021-110: RESINS FOR PFOA/PFOS TREATMENT SYSTEM:

RESOLUTION No. 58-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-110, RESINS FOR PFOA/PFOS TREATMENT SYSTEM TO THE LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER CALGON CARBON CORPORATION OF MOON TOWNSHIP, PA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Commissioner Meier commented to recognize the carbon filters known to filter the forever known chemicals.



5:55 PM MOTION: Motion for approval of Item #13.
MOVED BY: Commissioner Meier
SECONDED BY: Commissioner McDonald
Motion approved unanimously.

14. AWARD OF ITB# 2021-111: RE-BID OF TREE SELECTION AND REPLACEMENT FOR EAST OCEAN BLVD. STREETSCAPE PHASE 1:

RESOLUTION No. 59-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-111, RE-BID OF TREE SELECTION AND REPLACEMENT FOR EAST OCEAN BLVD STREETSCAPE PHASE 1 TO THE LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER WITH A TOTAL BID AMOUNT OF \$175,367.00 TO SUNSHINE LAND DESIGN OF STUART, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Vice Mayor Matheson pulled this item to review the trees that will be placed in the park and previous trees.

Meier commented on placing signage up approximately 1 or 2 weeks in advance of a project being started.



5:57 PM MOTION: Motion to approve Resolution No. 59-2021.
MOVED BY: Vice Mayor Matheson
SECONDED BY: Commissioner Meier
Motion approved unanimously.

15. BA #7 FOR TREES – EAST OCEAN BLVD., OSCEOLA CROSSWALK, SHEPARD PARK:

RESOLUTION No. 60-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT No. 7 TO THE 2020-2021 GENERAL FUND; APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR TREES FOR EAST OCEAN BLVD., OSCEOLA STREET CROSSWALK AND SHEPARD PARK; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Commissioner Meier pulled this item to note on the record to follow the planning councils guide – future plantings, canopy mature oaks, need to plant for the future.



6:02 PM MOTION: Move approval.
MOVED BY: Commissioner Meier
SECONDED BY: Commissioner McDonald
Motion approved unanimously.

COMMISSION ACTION

ORDINANCE SECOND READING

 6:03 PM

ORDINANCE FIRST READING

16. SPORTFISH MARINA UPUD: REZONING TO UPUD (QUASI-JUDICIAL) REQUEST TO CONTINUE TO JUNE 28, 2021:

ORDINANCE No. 2464-2021; AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP, THEREBY APPLYING A LAND DEVELOPMENT ZONING DESIGNATION OF UPUD "URBAN PLANNED UNIT DEVELOPMENT" TO A PARCEL OF LAND TOTALING 0.63 ACRES, LOCATED AT 304 NE FLAGLER AVENUE, BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING THE "SPORTFISH MARINA" URBAN PLANNED UNIT DEVELOPMENT (UPUD) CONSISTING OF A 37-ROOM BOUTIQUE HOTEL AND 49 SLIP MARINA, AND ALLOWING USES PERMITTED IN THE URBAN DISTRICT; PROVIDING FOR APPROVAL OF A SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS; DECLARING THE PROJECT 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, PROVIDING FOR ACCEPTANCE BY THE APPLICANT AND FOR OTHER PURPOSES.

 6:03 PM **MOTION: Move to continue to the date certain they requested.**
MOVED BY: Commissioner McDonald
SECONDED BY: Commissioner Meier
Motion approved unanimously.

 6:04 PM

DISCUSSION AND DELIBERATION

17. DISCUSSION OF HOUSING POLICY AND INCLUSIONARY ZONING

Kev Freeman, Development Director presented on housing in Stuart. The presentation included the basis for residential density, a review of various projects from 2017 to present, living and workforce inflow/outflow in the City.

Discussion point – Does the City have the policies and resources to facilitate equitable delivery of housing? Freeman reviewed Inclusionary Zoning and provided an example and the effect of incentives, interventions, costs of the incentives, the program goal, time frame, costs, evaluation of benefits, monitoring of agreements,

Public Comment:

- 1) Octavio "Oats" Retz – Waterlily Pl.; Tent City Helpers, Homelessness, Commented on the only two categories of low and very low income. Noted a third income level not mentioned as extremely low income.

- 2) Rob Ranieri – Flagler Ave.; Commented that the cost of doing business is far less than not. House of Hope, important to provide solutions and meet the needs of the community.
- 3) Althea Whiley – Diana Ter.; Concern for people in her community will have no place to go. Asks commission to consider to do something so no more people from the community get displaced.
- 4) Betty Brinkley – Nassau Ave.; Commented the Commission displaced a lot of black people and when grants bring in new growth, new races will come in and they are all about the dollar, not human life.
- 5) Robin Cartwright – Hibiscus Ave.; Commented that this is being made complicated because we can, to take this one piece at a time, use future land use for those who live here.
- 6) Hyson Douglas Bailey – Ethan Terr.; Concerned with the lack of public affordable housing in Martin County. Any consideration for housing vouchers.
- 7) Jerry Gore – Lake St.; Quoted scripture, will always have the poor among you. Commented on the rent he charges for the rooms he supplies according to their income for all races, encourages all to communicate with other members who
- 8) Gwendolyn Hall-Brinkley – Majorca Ave.; Commented on why people chose to live in Port St. Lucie, is City of Stuart Housing Authority being managed by Ft. Pierce Housing Authority.
- 9) Helen McBride – Flamingo Ave.; Stated she wanted an answer to Ms. Hall-Brinkley's question. This is our city and we can hold our own.

City Manager Dyess responded per the Stuart Housing Authority. City of Stuart only confirms who sits on the board and ratifies the board members, Ft. Pierce HUD manages the local authority. Everyone on the board is local to the City of Stuart. It was voted that City of Ft Pierce Housing Authority continue to run the Stuart Housing Authority.

Commissioners discussed the market dictating the cost of housing and that the control is not in the City's hands. Topics reviewed were supply and demand, overcoming increased density, impact fees, slowing down on projects, current quality of life.

Commissioner McDonald discussed that he always believed in bringing employers and brining money to the people of Stuart. The City has never built properties as there is no funding for building a large apartment complex. Maybe the City should pursue one project that is truly affordable housing.

Commissioner Meier discussed the multicultural crisis that Stuart is having. "What is Stuart?". Discussed how much density, what can Stuart handle (consumptive water users, school seats can be filled), we need to have real strong numbers behind it so the community can trust us. Also, need to account for future cost.

Vice Mayor Matheson agreed in parts with both Commissioner McDonald and Meier. Not an easy issue, does not think that inclusionary zoning is the way to solve housing issue. Spoke on adjusting density and impact fees and how it can affect the current residents of Stuart.

Think of quality of life for all people not just those who have a roof over their heads currently. Look into working with different programs and local people to ensure the Stuart residents are gaining.

City Manager Dyess noted that there is a developer that is interested in coming in and doing a true affordable housing development. The only issue they are having is finding land and parcel. Mentioned Housing Solutions who was looking at doing something similar more "Workforce Housing". City manager also noted that our current code allows for credits to be given to a developer that is a true affordable housing developer.

Mayor Clarke asked about the 17 units per acre single also multi and PUD special zoning district in East Stuart. Inclusionary zoning is not the only way to go and agrees with the City Managers idea and figuring out what is that we need to study and what we can study to bring something into the city. I would like the idea of what potential build out would be if something like the zoning that had been proposed in giving the people potential to do more with their lots in East Stuart.

Mayor Clarke requested further public comment.

Public Comment:

- 1) Nick Blount – Sandpiper Ln.; Housing Solutions Council formed 3-4 years ago to address Workforce Housing. Break down the issue and have a workshop addressing each issue. Mentioned that his organization mission is to help families who make \$30,000 – \$60,000.
- 2) Madeline Greenwood – Letha Cir.; stated that hiring an outside facilitator could assist and build that trust with the residents. People from Palm Beach County are moving to Martin County as it is more affordable and taking local residents out because we are not making it affordable for our own residents to live here.

Mayor Clarke requested that Rob Ranieri think about speaking to the City Manager to talk about hosting the Poverty workshop.

- 3) Rosalind Neiland – Naranja Ave.; Has seen little change throughout all these years. Experience in Habitat for Humanity and spoke about the project that happened in Indiantown.
- 4) Paul Skyers – Kanner Hwy.; Commented that all the affordable housing stems around financing; suggest changing the thought process and finance over a 50- or 55-year time frame.

Commissioner Meier noted that he firmly believes the community is stronger when the developer is made to include a percentage of affordable units, intermingling the wealthy with the non-wealthy instead of having social classes separated.

Vice Mayor Matheson stated we can look at other municipalities and talk to residents to see what we want to become and achieve affordable housing.

Mayor Clarke agrees with Ms. Greenwood and does not want to lose the character of the community instead build up our community. Would like to look into and investigate and deal with East Stuart.

Dyess summarized the discussion with the following: East Stuart specific moving forward with getting someone to help us establish a better relationship with the community or get an intervener with us in the community to move forward on the previous zoning ideas. Affordable housing: is to work with a developer that specifically address affordable housing rather than going into the inclusionary zoning. Market Rate: Only heard one commissioner speak on that, so we are still opened for business.



8:19 PM ADJOURNMENT

Mary R. Kindel, City Clerk

Eula R. Clarke, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 28th day of June 2021.**

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 6/28/2021

Prepared by: Tim Voelker, P.E. - Utilities & Engineering Director

Title of Item:

KANNER HWY WATERMAIN REPLACEMENT - FDOT AGREEMENT (RC):

RESOLUTION No. 61-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT (AT UTILITY EXPENSE) FOR CONSTRUCTION OF THE KANNER HIGHWAY WATERMAIN REPLACEMENT PROJECT; DESIGNATING AUTHORIZED REPRESENTATIVE; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The Florida Department of Transportation (FDOT) will be milling and resurfacing Kanner Highway from north of SW Cabana Point Circle to US 1, as well as, completing some drainage improvements along this corridor. The City of Stuart currently has an existing 6-inch ductile iron watermain on the west side of Kanner Highway that has experienced several watermain breaks over the past couple of years. As part of the FDOT milling and resurfacing project, Utilities & Engineering would like to replace approximately 1,274 linear feet of existing 6-inch watermain. The utility work will be completed by the FDOT contractor (at City of Stuart Utility expense) as part of the Kanner Highway milling and resurfacing project; therefore, a joint agreement between the City of Stuart and FDOT is required.

Funding Source:

The FDOT milling and resurfacing project is anticipated to start in FY22; therefore, construction of the Kanner Highway Watermain Replacement project will be included in the FY22 budget for the City of Stuart.

Recommended Action:

Move approval of Resolution No. 61-2021.

ATTACHMENTS:

Description	Upload Date	Type
❑ Resolution No. 61-2021	6/5/2021	Resolution add to Y drive
❑ FDOT Agreement	6/5/2021	Attachment



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

RESOLUTION NUMBER 61-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT (AT UTILITY EXPENSE) FOR CONSTRUCTION OF THE KANNER HIGHWAY WATERMAIN REPLACEMENT PROJECT; DESIGNATING AUTHORIZED REPRESENTATIVE; 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 City Commission of the City of Stuart, Florida authorizes the Mayor to execute a State of Florida Department of Transportation Utility Work By Highway Contractor Agreement (At Utility Expense) for construction of the Kanner Highway Watermain Replacement project.

SECTION 2: This resolution shall take effect on adoption.

Resolution No. 61-2021
Kanner Hwy Watermain Replacement – FDOT Agreement

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 28th day of June, 2021.

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

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Financial Project ID: 443995-1-56-01	Federal Project ID:
Financial Project ID:	
Financial Project ID:	
Financial Project ID:	
County: Martin	State Road No.: 76
District Document No:	
Utility Agency/Owner (UAO): City of Stuart	

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**", and **City of Stuart**, hereinafter referred to as the "**UAO**";

WITNESSETH:

WHEREAS, the **FDOT**, is constructing, reconstructing, or otherwise changing a portion of a public road or publicly owned rail corridor, said project being identified as Kanner Highway/SR-76 from North of SW Cabana Point Circle to SR-5/US-1, State Road No.: 76, hereinafter referred to as the "**Project**"; and

WHEREAS, the **UAO** owns or desires to install certain utility facilities which are located within the limits of the Project hereinafter referred to as the "**Facilities**" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, installed, or placed out of service pursuant to this Agreement); and

WHEREAS, the Project requires the location (vertically and/or horizontally), protection, relocation, installation, adjustment or removal of the Facilities, or some combination thereof, hereinafter referred to as "**Utility Work**"; and

WHEREAS, the **FDOT** and the **UAO** desire to enter into a joint agreement pursuant to Section 337.403(1)(b), Florida Statutes for the Utility Work to be accomplished by the **FDOT's** contractor as part of the construction of the Project; and

WHEREAS, the **UAO**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Design of Utility Work

- a. **UAO** shall prepare, at **UAO's** sole cost and expense, a final engineering design, plans, technical special provisions, a cost estimate, and a contingency Utility Work Schedule (said contingency schedule to be used in the case of a bid rejection) for the Utility Work (hereinafter referred to as the "**Plans Package**") on or before N/A, year of _____.
- b. The Plans Package shall be in the same format as the **FDOT's** contract documents for the Project and shall be suitable for reproduction.
- c. Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and shall include a traffic control plan.
- d. The Plans Package shall be prepared in compliance with the **FDOT's** Utility Accommodation Manual and the **FDOT's** Plans Preparation Manual in effect at the time the Plans Package is prepared, and the **FDOT's** contract documents for the Project. If the **FDOT's** Plans Preparation Manual has been updated and conflicts with the Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.

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- e. The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the **FDOT's** guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the **FDOT's** Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or Developmental Specifications of the **FDOT** for the Project.
- f. **UAO** shall provide a copy of the proposed Plans Package to the **FDOT**, and to such other right of way users as designated by the **FDOT**, for review at the following stages: Production. Prior to submission of the proposed Plans Package for review at these stages, the **UAO** shall send the **FDOT** a work progress schedule explaining how the **UAO** will meet the **FDOT's** production schedule. The work progress schedule shall include the review stages, as well as other milestones necessary to complete the Plans Package within the time specified in Subparagraph a. above.
- g. In the event that the **FDOT** finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph f. above, the **FDOT** will notify the **UAO** in writing of the deficiencies and the **UAO** will correct the deficiencies and return corrected documents within the time stated in the notice. The **FDOT's** review and approval of the documents shall not relieve the **UAO** from responsibility for subsequently discovered errors or omissions.
- h. The **FDOT** shall furnish the **UAO** such information from the **FDOT's** files as requested by the **UAO**; however, the **UAO** shall at all times be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities. The providing of information by the **FDOT** shall not relieve the **UAO** of this obligation nor transfer any of that responsibility to the **FDOT**.
- i. The Facilities and the Utility Work will include all utility facilities of the **UAO** which are located within the limits of the Project, except as generally summarized as follows: Everything not specifically included in the scope of services. These exceptions shall be handled by separate arrangement.
- j. If any facilities of the **UAO** located within the project limits are discovered after work on the project commences to be qualified for relocation at the **FDOT's** expense, but not previously identified as such, the **UAO** shall file a claim with the **FDOT** for recovery of the cost of relocation thereof. The filing of the claim shall not necessarily entitle the **UAO** to payment, and resolution of the claim shall be based on a determination of fault for the error. The discovery of facilities not previously identified as being qualified for relocation at the **FDOT's** expense shall not invalidate this Agreement.
- k. The **UAO** shall fully cooperate with all other right of way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the **FDOT**.
- l. Upon completion of the Utility Work, the Facilities shall be deemed to be located on the public road or publicly owned rail corridor under and pursuant to the Utility Permit: TBD
(Note: It is the intent of this line to allow either attachment of or separate reference to the permit).

2. Performance of Utility Work

- a. The **FDOT** shall incorporate the Plans Package into its contract for construction of the Project.
- b. The **FDOT** shall procure a contract for construction of the Project in accordance with the **FDOT's** requirements.
- c. If the portion of the bid of the contractor selected by the **FDOT** which is for performance of the Utility Work exceeds the **FDOT's** official estimate for the Utility Work by more than ten percent (10%) and

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the **FDOT** does not elect to participate in the cost of the Utility Work pursuant to Section 337.403(1)(b), Florida Statutes, the **UAO** may elect to have the Utility Work removed from the **FDOT's** contract by notifying the **FDOT** in writing within 10 days from the date that the **UAO** is notified of the bid amount. Unless this election is made, the Utility Work shall be performed as part of the Project by the **FDOT's** contractor.

- d. If the **UAO** elects to remove the Utility Work from the **FDOT's** contract in accordance with Subparagraph 2. c., the **UAO** shall perform the Utility Work separately pursuant to the terms and conditions of the **FDOT's** standard relocation agreement, the terms and conditions of which are incorporated herein for that purpose by this reference, and in accordance with the contingency relocation schedule which is a part of the Plans Package. The **UAO** shall proceed immediately with the Utility Work so as to cause no delay to the **FDOT** or the **FDOT's** contractor in constructing the Project.
- e. The **UAO** shall perform all engineering inspection, testing, and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package, except for the following activities: General Engineering Inspection and will furnish the **FDOT** with daily diary records showing approved quantities and amounts for weekly, monthly, and final estimates in accordance with the format required by **FDOT** procedures.
- f. Except for the inspection, testing, monitoring, and reporting to be performed by the **UAO** in accordance with Subparagraph 2. e., the **FDOT** will perform all contract administration for its construction contract.
- g. The **UAO** shall fully cooperate with the **FDOT** and the **FDOT's** contractor in all matters relating to the performance of the Utility Work.
- h. The **FDOT's** engineer has full authority over the Project and the **UAO** shall be responsible for coordinating and cooperating with the **FDOT's** engineer. In so doing, the **UAO** shall make such adjustments and changes in the Plans Package as the **FDOT's** engineer shall determine are necessary for the prosecution of the Project.
- i. The **UAO** shall not make any changes to the Plans Package after the date on which the **FDOT's** contract documents are mailed for advertisement of the Project unless those changes fall within the categories of changes which are allowed by supplemental agreement to the **FDOT's** contract pursuant to Section 337.11, Florida Statutes. All changes, regardless of the nature of the change or the timing of the change, shall be subject to the prior approval of the **FDOT**.

3. Cost of Utility Work

- a. The **UAO** shall be responsible for all costs of the Utility Work and all costs associated with any adjustments or changes to the Utility Work determined by the **FDOT's** engineer to be necessary, including, but not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless the adjustments or changes are necessitated by an error or omission of the **FDOT**. The **UAO** shall not be responsible for the cost of delays caused by such adjustments or changes unless they are attributable to the **UAO** pursuant to Subparagraph 4.a.
- b. The initial estimate of the cost of the Utility Work is 281,066.24. At such time as the **FDOT** prepares its official estimate, the **FDOT** shall notify the **UAO** of the amount of the official estimate for the Utility Work. Upon being notified of the official estimate, the **UAO** shall have five (5) working days within which to accept the official estimate for purposes of making deposits and for determining any possible contribution on the part of the **FDOT** to the cost of the Utility Work, or to elect to have the Utility Work removed from the **FDOT's** contract and performed separately pursuant to the terms and conditions set forth in Subparagraph 2. d. hereof.
- c. At least forty-five (45) calendar days prior to the date on which the **FDOT** advertises the Project for

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bids, the **UAO** will pay to the **FDOT** an amount equal to the **FDOT's** official estimate; plus 2% for mobilization of equipment for the Utility Work, additional maintenance of traffic costs for the Utility Work, administrative costs of field work, tabulation of quantities, Final Estimate processing and Project accounting (said amounts are to be hereinafter collectively referred to as the Allowances); plus 10% of the official estimate for a contingency fund to be used as hereinafter provided for changes to the Utility Work during the construction of the Project (the Contingency Fund).

d. Payment of the funds pursuant to this paragraph will be made (choose one):

- ☐ directly to the **FDOT** for deposit into the State Transportation Trust Fund.
- ☒ as provided in the attached Three Party Escrow Agreement between **UAO**, **FDOT** and the State of Florida, Department of Financial Services, Division of Treasury. Deposits of less than \$100,000.00 must be pre-approved by the **FDOT** Comptroller's Office prior to execution of this agreement.

- e. If the portion of the contractor's bid selected by the **FDOT** for performance of the Utility Work exceeds the amount of the deposit made pursuant to Subparagraph c. above, then subject to and in accordance with the limitations and conditions established by Subparagraph 2. c. hereof regarding **FDOT** participation in the cost of the Utility Work and the **UAO's** election to remove the Utility Work from the Project, the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT** or prior to posting of the accepted bid, whichever is earlier, pay an additional amount to the **FDOT** to bring the total amount paid to the total obligation of the **UAO** for the cost of the Utility Work, plus Allowances and 10% Contingency Fund. The **FDOT** will notify the **UAO** as soon as it becomes apparent the accepted bid amount plus allowances and contingency is in excess of the advance deposit amount; however, failure of the **FDOT** to so notify the **UAO** shall not relieve the **UAO** from its obligation to pay for its full share of project costs on final accounting as provided herein below. In the event that the **UAO** is obligated under this Subparagraph 3.e. to pay an additional amount and the additional amount that the **UAO** is obligated to pay does not exceed the Contingency Fund already on deposit, the **UAO** shall have sixty (60) calendar days from notification from the **FDOT** to pay the additional amount, regardless of when the accepted bid is posted.
- f. If the accepted bid amount plus allowances and contingency is less than the advance deposit amount, the **FDOT** will refund the amount that the advance deposit exceeds the bid amount, plus allowances and contingency if such refund is requested by the **UAO** in writing and approved by the Comptroller of the **FDOT** or his designee.
- g. Should contract modifications occur that increase the **UAO's** share of total project costs, the **UAO** will be notified by the **FDOT** accordingly. The **UAO** agrees to provide, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the **FDOT** is sufficient to fully fund its share of the project costs. The **FDOT** shall notify the **UAO** as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the **FDOT** to so notify the **UAO** shall not relieve the **UAO** from its obligation to pay for its full share of project costs on final accounting as provided herein below.
- h. The **FDOT** may use the funds paid by the **UAO** for payment of the cost of the Utility Work. The Contingency Fund may be used for increases in the cost of the Utility Work which occur because of quantity overruns or because of adjustments or changes in the Utility Work made pursuant to Subparagraph 2. h. Prior to using any of the Contingency Fund, the **FDOT** will obtain the written concurrence of the person delegated that responsibility by written notice from the **UAO**. The delegatee shall respond immediately to all requests for written concurrence. If the delegatee refuses to provide written concurrence promptly and the **FDOT** determines that the work is necessary, the **FDOT** may proceed to perform the work and recover the cost thereof pursuant to the provisions of Section 337.403(3), Florida Statutes. In the event that the Contingency Fund is depleted, the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT**, pay to the **FDOT** an additional 10% of the total obligation of the **UAO** for the cost of the Utility Work established under

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Subparagraph 3. e. for future use as the Contingency Fund.

- i. Upon final payment to the Contractor, the **FDOT** intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the **UAO** for a period of three (3) years after final close out of the Project. The **UAO** will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the **FDOT** to the **UAO** in accordance with Section 215.422, Florida Statutes. In the event said final accounting of total project costs is greater than the total deposits to date, the **UAO** will pay the additional amount within forty (40) calendar days from the date of the invoice. The **UAO** agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes, on any invoice not paid within the time specified in the preceding sentence until the invoice is paid.

4. Claims Against UAO

- a. The **UAO** shall be responsible for all costs incurred as a result of any delay to the **FDOT** or its contractors caused by errors or omissions in the Plans Package (including inaccurate location of the Facilities) or by failure of the **UAO** to properly perform its obligations under this Agreement in a timely manner.
- b. In the event the **FDOT's** contractor provides a notice of intent to make a claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the notice of intent and the **UAO** will thereafter keep and maintain daily field reports and all other records relating to the intended claim.
- c. In the event the **FDOT's** contractor makes any claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the claim and the **UAO** will cooperate with the **FDOT** in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the **UAO** and the **FDOT's** contractor shall be in writing, shall be subject to written **FDOT** concurrence and shall specify the extent to which it resolves the claim against the **FDOT**.
- d. The **FDOT** may withhold payment of surplus funds to the **UAO** until final resolution (including any actual payment required) of all claims relating to the Utility Work. The right to withhold shall be limited to actual claim payments made by the **FDOT** to the **FDOT's** contractor.

5. Out of Service Facilities

No Facilities shall be placed out of service unless specifically identified as such in the Plans. The following terms and conditions shall apply to Facilities placed Out-of-Service:

- a. The **UAO** acknowledges its present and continuing ownership of and responsibility for out of service Facilities.
- b. The **FDOT** agrees to allow the **UAO** to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by the **UAO**. In the event of a breach of this Agreement by the **UAO**, the Facilities shall be removed upon demand from the **FDOT** in accordance with the provisions of Subparagraph e. below.
- c. The **UAO** shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the **UAO** to use due care in its dealings with others. The **UAO** shall be solely responsible for gathering all information necessary to meet these obligations.
- d. The **UAO** shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly respond to information requests of the **FDOT** or other permittees using or seeking use of the right of

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way.

- e. The **UAO** shall remove the Facilities at the request of the **FDOT** in the event that the **FDOT** determines that removal is necessary for **FDOT** use of the right of way or in the event that the **FDOT** determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. Removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make any claim of any nature whatsoever with regard thereto. Removal shall be completed within the time specified in the **FDOT's** notice to remove. In the event that the **UAO** fails to perform the removal properly within the specified time, the **FDOT** may proceed to perform the removal at the **UAO's** expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.
- f. Except as otherwise provided in Subparagraph e. above, the **UAO** agrees that the Facilities shall forever remain the legal and financial responsibility of the **UAO**. The **UAO** shall reimburse the **FDOT** for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in or discharging from the Facilities. Nothing in this paragraph shall be interpreted to require the **UAO** to indemnify the **FDOT** for the **FDOT's** own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the **UAO**.

6. Default

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
 - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT**.
 - (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by **FDOT** to third parties.
 - (4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the **FDOT** or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by **FDOT** to third parties.
 - (5) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT**.
 - (6) Pursue any other remedies legally available.
 - (7) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
 - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from the **UAO**.

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- (2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the **UAO** may have for failure to pay invoices.
 - (3) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties nor from any statutory obligations that either party may have with regard to the subject matter hereof.

7. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

8. Indemnification

FOR GOVERNMENT-OWNED UTILITIES,

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES,

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement

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negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication of judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

9. Miscellaneous

- a. Time is of essence in the performance of all obligations under this Agreement.
- b. The Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the current Utility Accommodation Manual in effect at the time the Plans Package is prepared and the current utility permit for the Facilities; provided, however, that the **UAO** shall not be obligated to protect or maintain any of the Facilities to the extent the **FDOT's** contractor has that obligation as part of the Utility Work pursuant to the **FDOT's** specifications.
- c. The **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.
- d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.
- e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

Tim Voelker, P.E., Utilities & Engineering Director
121 SW Flagler Avenue, Stuart, FL 34994
tvoelker@cs.stuart.fl.us (772)288-5332

If to the **FDOT**:

Kadian McLean, District Utilities Administrator
3400 W. Commercial Blvd., Ft. Lauderdale, FL 33309
Kadian.McLean@dot.state.fl.us (954)777-4128

10. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes To Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT UTILITY EXPENSE)

710-010-22
UTILITIES
OGC – 06/19

reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document.

You **MUST** signify by selecting or checking which of the following applies:

- ☐ No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- ☒ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

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

UTILITY: City of Stuart

BY: (Signature) _____ **DATE:** _____

(Typed Name: Eula R. Clarke)

(Typed Title: Mayor)

Recommend Approval by the District Utility Office

BY: (Signature) _____ **DATE:** _____

FDOT Legal review

BY: (Signature) _____ **DATE:** _____

District Counsel

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: (Signature) _____ **DATE:** _____

(Typed Name: Steven C. Braun, P.E.)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____ **DATE:** _____

(Typed Name: _____)

(Typed Title: _____)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT UTILITY EXPENSE)

710-010-22
UTILITIES
OGC – 06/19

Changes to Form Document

Attachments

1. Exhibit A – Scope of Services
2. Three Party Escrow Agreement

EXHIBIT A

Scope of Services 443995-1-56-01

The utility work to be performed under this agreement consists of water and sewer infrastructure utility work for the City Stuart for Kanner Highway/SR-76 as itemized below per plans dated April, 2021 by Holtz Consulting Engineers, Inc. The utility work will include utility pipe, remove & dispose, 5-7.9"; utility pipe-poly vinyl chloride, furnish & install, water/sewer, 6"; utility pipe -polyethylene, furnish & install, water/sewer, 1"; utility pipe -polyethylene, furnish & install, water/sewer, 2"; utility fixture-valve/meter box, adjust/modify; utility fixture -tapping saddle/sleeve furnish & install, 1"; utility fixture -tapping saddle/sleeve furnish & install, 2"; utility fixture, valve assembly, furnish and install, 6"; utility fixture-line stop assembly, furnish and install, 6"; utility fixture, mechanical joint restraint, furnish & install, 6"; utility fixture-sample point, furnish & install, 6".

Summary of Quantities

No.	Item Description	Unit	Quantity
1050 16003	UTILITY PIPE, REMOVE & DISPOSE, 5-7.9"	LF	1274
1050 31206	UTILITY PIPE-POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 6"	LF	1274
1050 41201	UTILITY PIPE -POLYETHYLENE, FURNISH & INSTALL, WATER/SEWER, 1"	LF	15
1050 41202	UTILITY PIPE -POLYETHYLENE, FURNISH & INSTALL, WATER/SEWER, 2"	LF	345
1080 21500	UTILITY FIXTURE-VALVE/METER BOX, ADJUST/MODIFY	EA	3
1080 23100	UTILITY FIXTURE -TAPPING SADDLE/SLEEVE FURNISH & INSTALL, 1"	EA	3
1080 23102	UTILITY FIXTURE -TAPPING SADDLE/SLEEVE FURNISH & INSTALL, 2"	EA	1
1080 24106	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 6"	EA	10
1080 27106	UTILITY FIXTURE-LINE STOP ASSEMBLY, FURNISH AND INSTALL, 6"	EA	9
1080 29106	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, FURNISH & INSTALL, 6"	EA	45
1080 32106	UTILITY FIXTURE-SAMPLE POINT, FURNISH & INSTALL, 6"	EA	4

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Stuart ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: SR-76 from North of SW Cabana Point Circle to SR-5/US-1
Project #: 443995-1-56-01
County: Martin

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

Name and Title

59-3024028

Federal Employer I.D. Number

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

For PARTICIPANT (signature)

Eula R. Clarke ; Mayor

Name and Title

59-6000433

Federal Employer I.D. Number

Date

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION**

Meeting Date: 6/28/2021

Prepared by: Alaina Knofla

Title of Item:

AWARD OF ITB# 2021-112: RIVERWALK HANDRAIL REPLACEMENT PROJECT (RC):

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-112, RIVERWALK HANDRAIL REPLACEMENT PROJECT TO THE LOWEST, RESPONSIVE AND RESPONSIBLE BIDDER TO "A GREAT FENCE OF PORT ST. LUCIE, FLORIDA" PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

This solicitation was advertised in the Palm Beach Post on May 12, 2021. Demandstar notified seventy-nine (79) potential bidders, there sixteen (16) plan holders, and issued three (3) bid packages for this project. Two (2) bids were received by the bid opening date and time of 2:30 pm. June 2, 2021.

Utilities and Engineering Staff has checked references and recommends award to the lowest responsive and responsible bidder, for a total unit price \$254,700.00.

Funding Source:

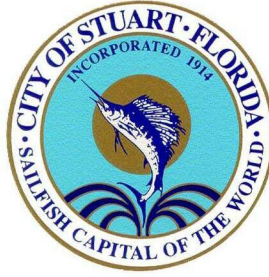
1230/546

Recommended Action:

Adopt Resolution No. 62-2021

ATTACHMENTS:

Description	Upload Date	Type
📎 R62-2021	6/14/2021	Cover Memo



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 62-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF ITB #2021-112, RIVERWALK HANDRAIL REPLACEMENT PROJECT TO THE LOWEST, RESPONSIVE, AND RESPONSIBLE BIDDER WITH A TOTAL UNIT PRICE OF \$254,700.00 TO A GREAT FENCE OF PORT ST. LUCIE, FLORIDA PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Commission of the City of Stuart hereby approves the award of ITB #2021-112: Riverwalk Handrail Replacement Project to the lowest, responsive, and responsible bidder with a total unit price of \$254,700.00 to A Great Fence of Port St. Lucie, Florida. In the subsequent to review and approval by City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 62-2021

Approve Award of ITB #2021-112, Riverwalk Handrail Replacement Project

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 28th day of June, 2021.

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY



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

RESOLUTION NUMBER 63-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPLY AS THE LEAD AGENCY WITH THE CHILDREN'S SERVICES COUNCIL OF MARTIN COUNTY FOR THE EAST STUART YOUTH INITIATIVE GRANT; IF APPROVED, AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF THE CHILDREN SERVICES COUNCIL GRANT, AND EMERGENCY FUNDING; AUTHORIZING THE EXECUTION OF CONTRACTS BETWEEN THE CITY OF STUART AND CHILDREN SERVICES COUNCIL OF MARTIN COUNTY FOR GRANT ADMINISTRATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*** * * * ***

WHEREAS, the City of Stuart, Florida is committed to providing quality recreation and education programming for youth; and

WHEREAS, the Children's Services Council of Martin County, an independent special district, created in 1988 and reauthorized in 2014 to provide a dedicated funding source for local children's programs; and

WHEREAS, the City of Stuart, Florida has been awarded a grant for the East Stuart Initiative After School Program since 2003; and

WHEREAS, the City of Stuart's Community Services Department is the lead grant administrator and is to accept a grant from the Children's Services Council in the amount of

\$379,814.00 for Fiscal Year 2022 East Stuart Youth Initiative after-school program at the 10th Street Community Center.

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

SECTION 1: The City Commission of the City of Stuart, Florida authorizes a formal grant application to the Children's Services Council of Martin County (CSCMC) for the East Stuart Youth Initiative, a collaboration which includes the City of Stuart Community Services Department, and Stuart Police Department. The City Commission further authorizes the Community Services Department and Police Department to execute contracts with CSCMC necessary for the administration of grant award funds and services rendered thereby.

SECTION 2: Upon grant approval through the CSCMC, the City expects to manage a total grant award of \$379,814.00. This includes \$332,820.00 for services administrated by the Community Services Department, and an additional \$46,994.00 for services administrated by the Stuart Police Department.

SECTION 3: The City Commission also authorizes the Community Services Department to apply and expend any additional emergency funding, if needed. the Community Services Department will serve as lead administrator and operator for the grant. There are no matching funds required to receive this grant.

SECTION 4: The City Commission authorizes the Mayor, City Clerk and any other designated City Official to execute the necessary documents, after review and approval of the City Attorney as to form.

SECTION 5: 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
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

1120	City of Stuart Community	Abridged Application for Continued Funding 2021-2026	Pending	6/18/2021 5:00 PM	01 days 05:34:25
ID	Agency	Template	Application	Due Date	Time Remaining

CERTIFICATIONS

Authorized Official: Enter the name and title of the applicant organization's lead person who may attest to the certifications below (e.g. Chief Executive Officer or equivalent).

Authorized Official First Name David
Authorized Official Last Name

Dyess

Authorized Official Title

City of Stuart, Florida, City Manager

Conflict of Interest

Does anyone on the applicant agency's board of directors or staff have a conflict of interest with Children's Services Council of Martin County's Board of Directors or staff?

Conflict of Interest Details

No

If "Yes" was the answer to the previous question, list the name and position of the person, and the nature of the conflict. If "No", enter "N/A".

Pending Investigations

N/A

Is applicant under investigation by the Office of the Inspector General or any other federal, state, or local authorities?

Pending Investigation
Details

No

If "Yes" was the answer to the previous question, explain the nature of the investigation. If "No", enter "N/A".

Application Certification

N/A

As the Authorized Official stated above, I have been duly authorized to act as the representative of the organization submitting this application to Children's Services Council of Martin County for funding of the proposed program. I certify that the following information provided in this application, including attached supporting documents, is true and correct. I understand that it is my responsibility to obtain approval of the applicant organization's governing body for the submission of this application and will provide proof of that approval upon the request of Children's Services Council of Martin County.

Board of Director Approval

Yes

The organization's governing body (Board of Directors or equivalent) approved the submission of this application on the following date:

6/14/2021

APPLICATION INFORMATION

Select "New Entry" to add all four positions: CEO, Finance Director, Program Director and Board Chair. Specify the equivalent title the organization uses under "Title".

NOTE: To edit a contact entry after saving, click on the row that needs revision.

Contact Type	Salutation	First Name	Last Name	Suffix	Title	Email	Office Phone	Cell Phone	Fax Number
Chief Executive Officer	Mr.	David	Dyess		City of Stuart, City Manager	 ddyess@ci.stuart.fl.us	 772-600-1220		
Finance Director	Mr.	Louis	Baglioli		City of Stuart, Financial Services Director	 jbaglioli@ci.stuart.fl.us	 772-220-3933		

ORGANIZATIONAL CAPACITY

Capacity Changes

Detail any significant changes to the organization since the last application submission. Examples include: enhanced or decreased capacity, changes to infrastructure, changes in executive leadership, expanded or reduced geographic reach. If no significant changes, write "N/A".

Capacity: Prior to March 2020, the East Stuart Youth Initiative (ESYI) held a staff to youth ratio of 1:20; however, in order to control group sizes and the possibility of cross-contamination of the COVID virus, group sizes decreased to 1:10 from the beginning of the Summer Enrichment program beginning June 2020 through August 2020. When the afterschool program began for the 20-21 school year, group size increased to 1:15, and it has since remained at that capacity. Upon the end of the 2021 Summer Enrichment program, this group size will be re-evaluated, taking into account all precautions necessary. 1:20 is a preferred group size as more youths are able to be served, and the chances of a waiting list will be decreased.

Changes in Executive Leadership: Ms. Eula Clarke replaced Mr. Michael Meier as the City of Stuart's Mayor in September 2020. The Community Services Division Manager resigned with a final day of May 19, 2021. This position was filled on June 7, 2021.

Geographic Reach: This has remained the same as the ESYI program currently serves youth from J.D. Parker Elementary and Stuart Middle Schools, which are the two main sources of youth; however, the program also serves youth that attend Jensen Beach Elementary, Pinewood Elementary, Willoughby, Spectrum, 1st Baptist, and St. Joe's Catholic School.

COLLABORATIVE AGREEMENTS

Select "New Entry" for each collaborative agreement the proposed program has in place.

For this application, only enter the collaborative agreements for which, without them, the program would not be successful. In other words, list the collaborative agreements that are critical to the proposed program's success.

Collaborative Partner	Services Provided	Agreement
City of Stuart's Police Department and Tykes & Teens, Inc: All Partner's Agreement	The foundation of the ESYI program is a collaboration between The City of Stuart Recreation Department, City of Stuart Police Department, and Tykes & Teens, Inc. The function of this collaboration is to provide Martin County youths with resources to augment their development, social skills, character, and physical and mental health. Tykes & Teens provides mental health support to ESYI program youth, as well as offering tutoring by their suspended youths. The Stuart Police Department provides a Youth Intervention Officer that offers such services as gang awareness and diversion programs for juvenile offenders.	
Martin County School District: J. D. Parker Elementary School	This collaboration is important because 95% of our K-5 program youth attend J.D. Parker Elementary School. This collaboration states that ESYI staff will attend meetings and conferences as needed to support the education of our program youths, as well as to enhance the curriculum that is being taught by the school. The collaboration also serves as an agreement that J. D. Parker will provide referrals to the ESYI program, assist with advertising of ESYI and City of Stuart events, and maintain open communication as to the wellbeing, behavior and academic needs of ESYI program youths.	
Martin County School District: Stuart Middle School	This collaboration is important because 97% of our teen program youths attend Stuart Middle School. This collaboration states that ESYI staff will attend meetings and conferences as needed to support the education of our program youths, as well as to enhance the curriculum that is being taught by the school. The collaboration also serves as an agreement that Stuart Middle School will provide referrals to the ESYI program, assist with advertising of ESYI and City of Stuart events, and maintain open communication as to the wellbeing, behavior and academic needs of ESYI program youths.	

SUBCONTRACTORS

NOTE: It is NOT necessary to attach Subcontract Agreements and the respective Certificates of Insurance to this application.

Be prepared, however, to submit signed Subcontract Agreements and Certificates of Insurance to CSCMC staff prior to contract execution.

Click "New Entry" to list all proposed subcontractors and a description of the services to be provided.

Subcontract Provider	Services Provided
All About Achieving Learning Center, LLC.	Provides certified teachers as tutors for the Afterschool and Summer Slide programs
The First Tee Golf Program	Provides golf instruction for the afterschool and Summer Enrichment program. Includes social skills such as friendly competition, self-control, and good sportsmanship.
Rosiland Uptown Fitness	Provides healthy eating/cooking instruction and hands-on fitness program for the afterschool and Summer Enrichment program
Soccer to Educate	Provides soccer and social skills education to the afterschool and Summer Enrichment program.
Steel Pan Gratitude Band	Provides musical education and instruction with the use of steel pans for the afterschool and Summer Enrichment program.
YMCA of the Treasure Coast	Provides swim and water safety skills instruction for the afterschool and Summer Enrichment program.

Subcontract Provider	Services Provided
6X6 Kickboxing	Provides physical exercise and fitness training for our program youth during afterschool and Summer Enrichment program.

SUPPORTING DOCUMENTS

Use this section to upload the required supporting documents, as applicable.

If more than one document needs to be uploaded (i.e. multiple job description files), continue to select "Choose File" for each new document to be uploaded.

NOTE: Certificates of Insurance for the organization, as well as signed Subcontract Agreements with their respective Certificates of Insurance, must be submitted to CSCMC prior to contract execution.

Board of Directors Ensure the Board of Director's list contains email addresses as well as phone numbers.

[2021-22 COS elected officials for grant application.docx](#)

IRS 990 Upload the organization's most recent IRS 990 form, including all schedules.

[FW IRS Form 990.msg](#)

Audited Financial Statements If funding allocation received last year was more than \$25,000, upload the most recent audited financial statements, including the Auditor's Management Letter. If applicable, additionally upload the organization's response to the Auditor's Management Letter.

[2020 Annual Report.pdf](#)

Budget for Organization Upload the budget for the entire organization as projected to include the CSCMC requested funds.

[City of Stuart's Recreation Division Submitted budget for FY 2021-...](#)

Job Descriptions Upload all job descriptions for CSCMC-funded positions. Position titles in the job description should match the titles used in the position management module in SAMIS.

[CommunityServicesDivisionManager_FINAL_Dec_2016.doc](#)

[AdministrativeAndProgramsSupervisor_FINAL_Apr2018.docx](#)

[AfterschoolProgramLeader_FINAL_Apr2018.docx](#)

[RecreationProgramsSupervisor_FINAL_Apr2018.docx](#)

[OfficeAssistantI_PT_10thStreet_FINAL_May2018.doc](#)

[BehaviorProgramSpecialist_NEW_Jan2015 \(2\).docx](#)

[PTRecreationLeader_ESYI_AfterSchool_FINAL_May2015.docx](#)

[PTRecreationLeader_ESYI_Tweens_Teens_FINAL_May2015.docx](#)

[PTRecreationLeader_CommEngagement_draft_Jan 2020 Final.docx](#)

Waiver Request If the Provider requesting funding determines it cannot fully comply with a CSCMC Contract or Policy requirement(s), the Provider's Executive Director or equivalent position must upload a letter to CSCMC's Executive Director. This letter must identify the requirement(s) with which the Provider cannot comply, state the reason, and provide an alternative if possible.

[CSCMC 21-22 fully executed Taxing Waiver.pdf](#)

Plan for Adhering to CDC Guidelines Upload a Plan for Adhering to CDC Guidelines as it relates to COVID-19.

[Camps-Decision-Tree.pdf](#) [COS COVID-19 Waiver.docx](#)

[Community Services Dept. COVID guidance for camps_afterschool \(...\)](#)

[CSC COVID-19 Acknowledgement of Risk and Waiver of Liability.d...](#)

[Symptom Based Exclusion Letter and Flowchart for the ESYI Progr...](#)

[ESYI 2021 Optional Face Covering Form.docx](#)

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION**

Meeting Date: 6/28/2021

Prepared by: jchrulski

Title of Item:

KIWANIS PARK PLAYGROUND EQUIPMENT (RC):

RESOLUTION No. 64-2021 / BA No. 08-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NO. 08 2021 TO ACCEPT, APPROPRIATE AND EXPEND A DONATION FROM KIWANIS CLUB OF STUART IN THE AMOUNT OF \$127,000; A DONATION FROM STUART BENEVOLENT FIRE FIGHTERS, INC. IN THE AMOUNT OF \$7,500; APPROPRIATING ALL DONATED MONIES, AND \$20,314 DONATED FROM THE COMMUNITY SERVICES ADVISORY BOARD (R21-2018) TO ACCOUNT 1220-563 INFRASTRUCTURE; APPROPRIATING \$72,293.00 OF RECREATION IMPACT FEES TO ACCOUNT 1220-563 INFRASTRUCTURE TO EXPEND ALL FUNDS FOR PLAYGROUND EQUIPMENT FOR KIWANIS PARK PLAYGROUND EQUIPMENT PHASE 2.

Summary Explanation/Background Information on Agenda Request:

- The Kiwanis Club of Stuart and the Stuart Benevolent Firefighters donated money to Phase two of Kiwanis Park totaling \$134,500.
- In 2018, the Community Services Advisory Board (CSAB) raised \$20,314 from a golf tournament that was kept for a special project fund.
- Public Works Rolled \$ 54,000 from FY21 to FY22.
- In 2021, Community Services applied for a FRDAP grant for the City's fundraising match. The FRDAP grant was not funded by the Florida Legislature.
- Therefore, we are requesting approve using \$72,293 of Recreation Impact Fees to complete the project.

Funding Source:

From:

Accept Donation from Kiwanis	\$ 127,000.00	
Accept Donations from Stuart Benevolent Firefighters	7,500.00	
Community Services Advisory Board Donation	20,314.00	
Recreation Impact Fees		72,293.00

To:

Parks Infrastructure (1220-563)	\$ 227,107.00
---------------------------------	---------------

Recommended Action:

Approve R64-2021 BA No.08.

ATTACHMENTS:

	Description	Upload Date	Type
▢	R64-2021 BA No. 08-2021 Kiwanis Playground (phase 2)	6/22/2021	Resolution add to Y drive
▢	R21-2018-CSAB Donation	6/18/2021	Attachment
▢	CSAB Kiwanis Park Support emails	6/18/2021	Attachment
▢	REP Services Playground Equipment Itemization	6/22/2021	Attachment



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

RESOLUTION NUMBER 64-2021 BA No.08-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NO. 08 2021 TO ACCEPT, APPROPRIATE AND EXPEND A DONATION FROM KIWANIS CLUB OF STUART IN THE AMOUNT OF \$127,000; A DONATION FROM STUART BENEVOLENT FIRE FIGHTERS, INC. IN THE AMOUNT OF \$7,500; APPROPRIATING ALL DONATED MONIES, AND \$20,314 DONATED FROM THE COMMUNITY SERVICES ADVISORY BOARD (R21-2018) TO ACCOUNT 1220-563 INFRASTRUCTURE; APPROPRIATING \$72,293.00 OF RECREATION IMPACT FEES TO ACCOUNT 1220-563 INFRASTRUCTURE TO EXPEND ALL FUNDS FOR PLAYGROUND EQUIPMENT FOR KIWANIS PARK PLAYGROUND EQUIPMENT PHASE 2.

* * * * *

WHEREAS, the City of Stuart, Florida has had a long-term partnership with the Kiwanis Club of Stuart, Florida, for over 35 years and has worked with the City to make significant park improvements to City owned parks; and

WHEREAS, the City of Stuart, Florida has evaluated the Phase 2 park improvements and has determined that the improvements enhance the expanded growth of Stuart for recreational needs; and

WHEREAS, the City of Stuart, Florida is to accept, appropriate and expend a donation from the Kiwanis Club of Stuart in the amount of \$127,000, and Stuart Benevolent Fire Freighters Inc. in the amount of \$7,500; and

WHEREAS, the City of Stuart, Florida is to appropriate and expend previously donated funds from the Community Services Advisory Board in the amount of \$20,314.00, which staff has determined to be the best use of these funds at this time; and

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

SECTION 1: The 2020-2021 Year Budget of the General Fund of the City of Stuart, Florida, being Resolution No. 64-2021 of the City Commission of the City of Stuart, Florida, as amended, hereinafter the "Budget" is hereby further amended, as follows:

From:

Accept Donation from Kiwanis	\$ 127,000.00
Accept Donations from Stuart Benevolent Firefighters	\$ 7,500.00
Community Services Advisory Board Donation	\$ 20,314.00
Recreation Impact Fees	\$ 72,293 00

To: Parks Infrastructure (1220-563) \$ 227,107.00

SECTION 2: Authorizing the appropriation and expenditure of funds for playground recreational equipment and installation at Kiwanis Park.

SECTION 3: Except as amended hereby, the FY 2020-2021 Annual Budget shall remain in full force and effort.

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
MICHAEL J. MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2021.

Resolution No. 64-2021
Budget Amendment No. No. 08-2021

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY



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

RESOLUTION No. 21-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING BUDGET AMENDMENT 06-2018 TO THE 2017-2018 BUDGET, GENERAL FUND, COMMUNITY SERVICES DEPARTMENT; TO RECOGNIZE AND APPROPRIATE REVENUE FROM THE COMMUNITY SERVICES ADVISORY BOARD (CSAB) FUNDRAISING EFFORT IN THE AMOUNT OF \$20,314.70 FOR RECREATIONAL PARK IMPROVEMENT PROJECTS AT THE 10th STREET COMMUNITY CENTER.

* * * * *

WHEREAS, the City of Stuart is committed to providing to neighborhood recreational activities; and

WHEREAS, the City of Stuart is committed to quality recreation programs and neighborhood parks throughout the City and the Community Redevelopment Agency District; and

WHEREAS, the Community Service Advisory Board (CSAB) raised funds to support the 10th Street Recreation Center and Park.

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

SECTION 1: The Mayor and City Clerk are hereby authorized to approve a Budget Amendment #21-2018 to recognize and authorize expenditure from the Community Services Advisory Board (CSAB) in the amount of \$ 20,314.70 to be issued for recreational park improvements at the 10th Street Community Center.

SECTION 2: This Resolution shall take effect upon its adoption.

Commissioner CAMPENNI 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: vote was as follows:

KELLI GLASS LEIGHTON, MAYOR
BECKY BRUNER, VICE MAYOR
TROY MCDONALD, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
TOM CAMPENNI, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
X			
X			
X			
X			
X			

ADOPTED this 12^h day of February, 2018.

ATTEST:

CHERYL WHITE
CITY CLERK

KELLI GLASS LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

Tue 6/15/2021 12:18 PM

Kali:

Congratulations on all the fundraising you've been doing for Kiwanis park. I've very impressed with your success!

As I'm sure you have heard, the legislature didn't fund the FRDAP capital project fund for the park this year. Therefore, I'm assembling various funds to make up for the anticipated grant in the City of Stuart's FY21 budget.

Fortunately, I put the CSAB money away for a rainy day. This appears to be that day! However, before I formally recommend usage of these funds, I'm requesting your blessing. Out of respect to you and your father's efforts, I didn't want to assume without you approving it - in writing. A simple response to this email would be fine. (R21-2018 attached).

Also, I wanted to take this opportunity for you and your father to attend the covered basketball ribbon cutting ceremony! In some strange way the timing is a perfect way to let you know, we're making progress at the 10th Street Community Center – the project that brought us all together. I've attached the flier. Hope to see you there! 'Full Circle' experience!

Thank you for your consideration on the usage of the funds.

Jim Chrulski

Director | Community Services

Tue 6/15/2021 2:46 PM

Hi Jim,

I'm sorry to have missed the meeting last night but know it was a wonderful moment for our relationship with the city.

To say I'm overwhelmed and surprised is an understatement. I was under the impression that money was spent on 10th street so this news will certainly complete a full circle! Thank you for thinking of us and respecting the work we ALL did. I am thrilled to use it for another important project for the city!!

I did get a chance to drive over and admire the new covered courts and am impressed with the outcome. Unfortunately, I will be out of town for the ribbon cutting. Congrats on again making huge strides in east Stuart.

All my best!
Kali

Tue 6/15/2021 4:49 PM

Jim,

Wonderful news about the funds and their rainy day use. We are happy that the park in town and on 10th continues to thrive. We have and will continue to enjoy the extra special relationship with the city. Although we are heading north on Friday and won't be able to be at the basketball court ribbon cutting, we applaud your judgement in adding to the quality of the experience with the roof. You have a becoming style and we appreciate being included.

Dana
Sent from my iPhone



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@rep-services.com

CGC1508223

Page 1 of 4

Please mail POs, contracts and checks to:

Rep Services, Inc.

165 W. Jessup Ave.

Longwood, FL 32750-4146

Proposed To: City of Stuart
920 10th Street
Stuart, FL 34994

Ship To: TBD at a later date

Bill To: City of Stuart
920 10th Street
Stuart, FL 34994

Attn: Milton Leggett

Attn:

Attn: Milton Leggett

Project No: 17094 **Project Name:** Kiwanis Club of Stuart **Project Contact:** Milton Leggett
Proposal No: 17094.17 **Proposal Name:** Kiwanis Club of Stuart-Combined **Project Location:** 451 S Colorado Avenue
Proposal Date: 6/18/2021 **Proposal Expires:** 7/17/2021 **Project County:** Martin

For Questions Contact: Jacqui Rohrborn ☎ 407-853-3560 ✉ jacqui@rep-services.com
Sales Consultant: Paul Bravo ☎ 561-448-0369 ✉ paul@rep-services.com

Opt/Rev: D/7 **Printed:** 6/18/21 - JR

Vendor: Landscape Structures **Proj Drawings:** Sensory Area 578052

Class	Part No	Qty	Description	Unit Price	Ext Price
Sensory Play					
Custom	CP016380	1 EA	SENSORY GARDEN ARCHWAY W/DIGIFUSE SIGN DB Artwork by LSI	4,320.00	4,320.00
Kids In Motion	IP247189A-001	2 EA	Chill Spinner DB	1,980.00	3,960.00
Sensory Play	IP168100A-001	4 EA	Sensory Play Center Wall DB	1,295.00	5,180.00
	IP168101A-001	2 EA	Sensory Play Center Wall End DB	860.00	1,720.00
	IP168104A-001	1 EA	Optigear Panel	2,930.00	2,930.00
	IP168108A-001	1 EA	Kaleidospin Panel	2,930.00	2,930.00
	IP168661A-001	5 EA	Sensory Play Station Plate	0.00	0.00
	IP168662A-001	1 EA	Marble Panel	1,765.00	1,765.00
	IP177715A-001	1 EA	Color Splash Panel	2,230.00	2,230.00

Product Subtotal: \$25,035.00

Discount per the Clay County Contract #18/19-2 2.00% (\$500.70)

Discounted Product Total: \$24,534.30

1 Sets of Signed & Sealed Engineering: \$1,700.00

Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 1,090 lbs Freight Charge: \$3,640.00

Landscape Structures Total: \$29,874.30

Vendor: LSI SkyWays **Proj Drawings:** Sensory Area 578054

Class	Part No	Qty	Description	Unit Price	Ext Price
Shade	IP237675G-001	1 EA	SkyWays Cantilever Single Post Pyramid 16'x16' Shade 12' Roof Height w/Rapid Release	7,415.00	7,415.00

Product Subtotal: \$7,415.00

Discount per the Clay County Contract #18/19-2 2.00% (\$148.30)

Discounted Product Total: \$7,266.70

1 Sets of Signed & Sealed Engineering: \$1,810.00

Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 968 lbs Freight Charge: \$3,250.00

LSI SkyWays Total: \$12,326.70

Vendor: Foreverlawn Palm Beach **Proj Drawings:** Sensory Area 576856

Class	Part No	Qty	Description	Unit Price	Ext Price
Surfacing	PGG-EXTREME	930 EA	ForeverLawn Extreme Playground Grass	10.65	9,904.50

Product Subtotal: \$9,904.50

Discount per the Clay County Contract #18/19-2 2.00% (\$195.30)

Discounted Product Total: \$9,709.20

Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge: \$423.15

Foreverlawn Palm Beach Total: \$10,132.35

Vendor: Rep Services, Inc. **Proj Drawings:** Sensory Area 578053

Class	Part No	Qty	Description	Unit Price	Ext Price
Benches	CRICKET FORGE	1 EA	Butterfly Bench-Medium	3,498.00	3,498.00

Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge:				Included	
Rep Services, Inc. Total:				\$3,498.00	
Vendor: Landscape Structures		Proj Drawings: Play Area 2-5		578600	
Class	Part No	Qty	Description	Unit Price	Ext Price
Site Furnishings	IP186588B-002	1 EA	Kaleidoscope Bench w/Back w/o Handles SM	1,030.00	1,030.00
Play Area 2-5					
Custom	CP015168	1 EA	UPCHARGE TO CHANGE COLOR OF FIRE TRUCK ON STATION + CAFE	525.00	525.00
	CP016354	1 EA	13' LONG FISHING BOAT DB Seat in the back of boat. Telescope. Ship wheel. Tall perf panels w/ upper bubbles, bongos and rain-sound panel. No-Climb Mesh Roof. , artwork by LSI.	20,690.00	20,690.00
	CP016409	1 EA	10" ROUND DIGIFUSE FIRE RESCUE LOGO PLATE Includes hardware to mount to permalene Fire Truck panel. Field drilling of panel required. Artwork by Others	665.00	665.00
	CP016454	1 EA	DIGIFUSE STUART FIREFIGHTERS LOGO PANEL Includes new mounting hardware	465.00	465.00
	CP017210	1 EA	UPCHARGE TO CHANGE NAME ON DOG HOUSE ON STATION + CAFE	525.00	525.00
	CP017211	1 EA	UPCHARGE TO CHANGE ENGINE NAME ON STATION + CAFE	525.00	525.00
Ages 2-5 Yrs	SP197057C-001	1 EA	Motion w/Play Table DB	16,560.00	16,560.00
	SP233081A-001	1 EA	Fire Station + Market Cafe DB	31,660.00	31,660.00
Signs	IP182503A-001	1 EA	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury	0.00	0.00
Swings	IP176038G-001	2 EA	Full Bucket Seat ProGuard Chains for Toddler Swing	335.00	670.00
	IP177337A-001	2 EA	Toddler Swing Add-On Beam	480.00	960.00
	IP237296A-001	1 EA	Friendship Swing w/Single Post Frame 52" Bury ProGuard Chains	3,135.00	3,135.00
	IP237297A-001	1 EA	Friendship Swing w/Single Post Frame Additional Bay 52" Bury ProGuard Chains	2,720.00	2,720.00
Product Subtotal:					\$80,130.00
Discount per the Clay County Contract #18/19-2				2.00%	(\$1,602.60)
Discounted Product Total:					\$78,527.40
1 Sets of Signed & Sealed Engineering:					\$2,700.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 7,323 lbs Freight Charge:					\$6,760.00
Landscape Structures Total:					\$87,987.40
Vendor: LSI SkyWays		Proj Drawings: Play Area 2-5		578064	
Class	Part No	Qty	Description	Unit Price	Ext Price
Shade	IP237675G-001	3 EA	SkyWays Cantilever Single Post Pyramid 16'x16' Shade 12' Roof Height w/Rapid Release	7,415.00	22,245.00
Product Subtotal:					\$22,245.00
Discount per the Clay County Contract #18/19-2				2.00%	(\$444.90)
Discounted Product Total:					\$21,800.10
1 Sets of Signed & Sealed Engineering:					\$1,810.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 2,904 lbs Freight Charge:					\$3,250.00
LSI SkyWays Total:					\$26,860.10
Vendor: Tot TurfRSI		Proj Drawings: Play Area 2-5		578442	
Class	Part No	Qty	Description	Unit Price	Ext Price
Miscellaneous	DUMPSTER	1 EA	Dumpster provided by manufacturer	1,200.00	1,200.00
Surfacing	EPDM4C1	1,845 SF	EPDM Poured in Place Safety Surfacing. Single Color Blend 50% Black/50% Standard Color, 2" thick at 4' CFH	15.44	28,486.80
	EPDM8C1	1,600 SF	EPDM Poured in Place Safety Surfacing. Single Color Blend 50% Black/50% Standard Color, 3.75" thick at 8' CFH	15.44	24,704.00
Product Subtotal:					\$54,390.80
Discount per the Clay County Contract #18/19-2				2.00%	(\$1,091.95)
Discounted Product Total:					\$53,298.85
Tot TurfRSI Total:					\$53,298.85
Vendor: RSI Installer		Proj Drawings: Play Area 2-5		578625	
Item	Qty	Description		Unit Price	Ext Price
General					
SITE WORK	1 SF	3,445 SF of Site Work.		5,665.00	5,665.00
PERMIT FILING	1 EA	Charge for document preparation for building permit.		800.00	800.00

TRASH REMOVAL	1 LT	Trash removal from jobsite	855.00	855.00
STORAGE	1 EA	Storage Container during installation.	724.00	724.00
PERMIT FEE	1 EA	Permit fees to be paid by city per conversation	0.00	0.00
General Total:			\$8,044.00	

Play Area

INS-LSI	1 LT	Community build. Auger holes and pour footers for Landscape Structures Design Play Area 2-5	11,685.00	11,685.00
INS-CON CURB	1 LF	Installation of concrete curbing with Rebar_270 lf 6"x6 for 2-5 Play Area only	7,815.00	7,815.00
INS-CON FT	3 EA	Install concrete footing(s) for SkyWays Single Post Pyramid.	985.00	2,955.00
INS-SKY	3 LT	Equipment Installation - LSI SkyWays 16x16 Cantilever Shade structures. This cannot be under community build due to heavy equipment and inspections.	6,250.00	18,750.00
INS-SURFACING SUBBASE	1 SF	Install 3,445 sf of 57 Stone subbase for surfacing	9,065.00	9,065.00
Play Area Total:			\$50,270.00	

Sensory Area

INS-CON FT	1 EA	Install concrete footing(s) for SkyWays 16x16 Cantilever Shade Structure	1,300.00	1,300.00
INS-SKY	1 LT	Equipment Installation - LSI SkyWays 16x16 Cantilever Shade Structure	5,450.00	5,450.00
Sensory Area Total:			\$6,750.00	
RSI Installer Total:			\$65,064.00	

Vendor: Landscape Structures			Proj Drawings:		578627
Class	Part No	Qty	Description	Unit Price	Ext Price
Kids In Motion	IP173591A-001	-1 EA	OmniSpin Spinner Surface Mount	7,935.00	-7,935.00
Landscape Structures Total:					(\$7,935.00)

General Terms of Sale and Proposal Summary

Net 30

Product:	\$198,719.55
Installation:	\$65,064.00
Freight:	\$17,323.15
Proposal Total:	\$281,106.70

Notes

The Clay County Contract #18/19-2 provides a 2% discount on LSI product. The maximum price for installation is 50% of the product price. (Installation does not include site prep, slabs, footings or engineering).

The Clay County Contract #18/19-2 provides a 2% discount on LSI SkyWays product. The maximum price for installation is 75% of the product price. (Installation does not include site prep, slabs, footings or engineering).

The Clay County Contract #18/19-2 provides a 2% discount on ForeverLawn product. Installation is included in the price of the product.

The Clay County Contract #18/19-2 provides a 2% discount on Robertson Industries, Inc TotTurf products. Installation is included in the price of the product.

Basis of Proposal *NOTE COMMUNITY BUILD INSTALLATION COMBINED with installation and permitting.

Our estimate is based upon our emails and discussions

(This schedule starts when all needed information to direct engineering has been gathered.)

5 Weeks: Engineering & Submittals

10 Weeks Longest manufacturing lead time. (Typical for scheduling.)

1 Week Shipping

5 Weeks for specific installation and site work

21 Weeks (Estimated)

Note that RSI is committed to do all it can to meet the needs of your project.

Landscape Structures:

When placing an order, please select colors from those shown on pages 262-269 of the catalog.

SkyWays Shade by LSI: installation included on correct proposal 17094.16 including foundations.

SkyWays units are designed to meet 2020 Florida Building Code 7th Edition.

The high-density polyethylene fabric is flame retardant conforming to NFPA 701 and ASTM E84 per FBC 3105.3.1. Note that the fabric is to be removed by the owner should winds exceed 75MPH.

ForeverLawn Extreme Playground Grass:

- Rough grade to be established by others.
- Product –Foreverlawn Grass and all associated and required items (such as seaming tape, glue, etc).
- Installation – Performed by FOREVERLAWN of Florida, Inc. 100% plastic EPS 2x4 nailer board perimeter, 3 inch compacted stone base,Silica Sand Infill
- The grass will then be laid over the pad, seamed and secured.

Tot Turf Poured in Place Surfacing:

This quotation is for material, freight and installation.
Owner or Owner's contractor is responsible for:

- Please specify color when ordering.
- Security of the site during cure time (typically 48 hours).

Cricket Forge: Butterfly Bench includes delivery

To be provided by the customer, as applicable:

- Site Plan or Survey
- Permit Fees assessed by the Building Dept.
- Soils testing
- Tree Survey
- **Demo of Existing Equipment by City. If needed please ADD \$3,815.00 to our proposal.**
- **Erecting and installing equipment**
- **Installation of Kaleidscope bench and concrete pad**

Installation:

Unless otherwise noted, the following items are to be *PROVIDED BY CUSTOMER* prior to installation:

- To Be Provided by customer:
- Access for machines and labor crew to equipment installation location.
 - Permit Fees assessed by the Building Dept.
 - Staging area.
 - Signed & sealed site plan or survey.
 - All site work, site preparation and base preparation.
 - Private underground utilities located and marked prior to installation.
 - Sod & Landscape Restoration.
 - Soils testing.
 - Tree survey.
 - Site security.
 - Water and 110 Electric.
 - Dewatering and drainage considerations.
 - Concrete testing.

THIS PROPOSAL DOES NOT INCLUDE PERMIT FEES ASSESSED BY THE BUILDING DEPT. Those fees will result in additional charges.

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include, but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

The undersigned warrants that he/she is an authorized representative of the company noted and has the requisite authority to bind said company and/or principal. If any particular billing is not paid when due, all outstanding balances, regardless of prior terms, will become immediately due and owing upon demand. Interest on past due amounts will be assessed at 1 ½ % per month or the maximum interest rate permitted by applicable law, whichever is less. Should it become necessary for either party to this contract to institute legal action for enforcement of any provisions of this contract, the prevailing party shall be entitled to reimbursement for all court costs and reasonable attorney's fees incident to such legal action. The parties hereto agree that proper venue for any legal action in any way related to this contract shall be in Seminole County, FL.

Accepted By:
City of Stuart

Company Name	Authorized By	Printed Name	Date
As Its: _____ (Title)			

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 6/28/2021

Prepared by: Michelle Vicat

Title of Item:

APPOINT VOTING DELEGATE TO FLORIDA LEAGUE OF CITIES (RC)

Summary Explanation/Background Information on Agenda Request:

Each municipality designates one official to be the voting delegate for the Florida League of Cities. One official from each municipality who will make decisions that determine the direction of the league, based upon those factors that will benefit their respective city and the common good.

Funding Source:

N/A

Recommended Action:

Motion to appoint the FLC Delegate.

ATTACHMENTS:

Description	Upload Date	Type
□ FLC Letter	6/14/2021	Cover Memo



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 11, 2021

Subject: 95th Annual Conference Voting Delegate Information

The Florida League of Cities' Annual Conference will be held at the World Center Marriot, Orlando, Florida on August 12-14, 2021. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via newsletter and are also available online at floridaleagueofcities.com/education-and-events/annual-conference.

If you have any questions on voting delegates, please call (850) 701-3616 or email erussell@flicities.com.
Voting delegate forms must be received by the League no later than July 28, 2021.

Attachments: Form Designating Voting Delegate



**95th Annual Conference
Florida League of Cities, Inc.
August 12-14, 2021
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 28, 2021.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax: (850) 222-3806
Email: erussell@flcities.com

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION**

Meeting Date: 6/28/2021

Prepared by: Ben Hogarth

Title of Item:

URGING THE U.S. DEPARTMENT OF INTERIOR TO RESTORE THE 'ENDANGERED' STATUS FOR THE WEST INDIAN MANATEE (RC):

RESOLUTION No. 65-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, URGING THE UNITED STATES DEPARTMENT OF THE INTERIOR AND THE FISH AND WILDLIFE SERVICE TO RESTORE THE 'ENDANGERED' PROTECTION STATUS OF THE WEST INDIAN MANATEE UNDER THE ENDANGERED SPECIES ACT; FURTHER REQUESTING A RULE REVISION TO THE CRITICAL HABITAT FOR THE FLORIDA MANATEE TO INCLUDE THE SAINT LUCIE RIVER AND ESTUARY; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

A resolution urging the U.S. Department of the Interior (DOI) and U.S. Fish and Wildlife Service (FWS) to restore the 'endangered' status of the West Indian Manatee was requested to be brought back for consideration by the City Commission during its June 14, 2021 regular meeting.

In early 2017, the FWS announced a decision to reduce protections on the West Indian Manatee from a status of 'endangered' to a status of 'threatened' under the Endangered Species Act (ESA) due to a major resurgence in manatee population. A listing of "threatened" does not provide the full weight and measure of protection under state and federal laws as a listing of "endangered" affords.

Recent alarming news from environmental agencies regarding a major surge in manatee deaths in Florida since the start of 2021 has led for calls to renew the "endangered" status protections for manatees. Since January, more than 10% of all manatees in Florida have died, which outpaces previous year totals by more than double - halfway through the year. The rise in the rate of deaths has not been attributed to any watercraft collisions or similar human activities. However, some scientists and researchers believe the sudden surge in deaths is directly attributed to starvation following decades of seagrass kill-off events as a consequence of harmful freshwater releases and other sources of pollution. Without expedient action by governments at all levels, the future of the manatee is dire.

Funding Source:

N/A

Recommended Action:

Move to approve Resolution.

ATTACHMENTS:

	Description	Upload Date	Type
▢	R65-2021 Urging the DOI and FWS to restore the 'endangered' status of the West Indian Manatee	6/17/2021	Resolution add to Y drive



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 65-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, URGING THE UNITED STATES DEPARTMENT OF THE INTERIOR AND THE FISH AND WILDLIFE SERVICE TO RESTORE THE 'ENDANGERED' PROTECTION STATUS OF THE WEST INDIAN MANATEE UNDER THE ENDANGERED SPECIES ACT; FURTHER REQUESTING A RULE REVISION TO THE CRITICAL HABITAT FOR THE FLORIDA MANATEE TO INCLUDE THE SAINT LUCIE RIVER AND ESTUARY; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the West Indian Manatee has no known predators and is classified as a protected species by the Marine Mammal Protection Act (MMPA) of 1972, the Endangered Species Act (ESA) of 1973, and the Florida Manatee Sanctuary Act (FMSA) of 1978; and

WHEREAS, in March 2017, the U.S. Fish and Wildlife Service announced the downgrade of the West Indian Manatee protected status from 'endangered' to 'threatened,' which was marked by a major resurgence of manatee populations from a point of near extinction; and

WHEREAS, an ESA status of 'threatened' may not provide the full measure of legal protections for the West Indian Manatee that a listing of 'endangered' guarantees; and

WHEREAS, water quality conditions in critical habitats of manatees have deteriorated over a short period of time due primarily to extreme nutrient loading from agricultural and stormwater runoff, septage, and other point and non-point sources of pollution; and

WHEREAS, severe impacts stemming directly from a confluence of anthropogenically-linked variables including watercraft collisions, entanglement in nets and fishing gear, climate change, poor water quality, and harmful algal blooms have substantially limited recovery efforts of manatee populations; and

WHEREAS, the Florida Fish and Wildlife Conservation Commissions' 2021 Preliminary Manatee Mortality Report has evidenced a sudden and extreme rise in manatee deaths in Florida waters comprising more than 10 percent of the Florida population since the start of 2021, many deaths of which have occurred in the Martin County area and that are feared to be linked to emaciation and starvation from a lack of adequate food supply; and

WHEREAS, the Wildlife Advocacy Project, Save the Manatee Club, Center for Biological Diversity, and Defenders of Wildlife previously petitioned the U.S. Department of the Interior and the U.S. Fish and Wildlife Service to revise the rule relating to Critical Habitat for the Florida Manatee to include many areas not currently listed and which the FWS's own consultation documents have recognized the need to redress; and

WHEREAS, the Saint Lucie River and Estuary is a 7-mile long system that is linked directly to the Indian River Lagoon system, which is recognized as one of the most diverse estuarine environments in North America with more than 4,300 plants and animals, including the West Indian Manatee; and

WHEREAS, the St. Lucie River is recognized by local mariners and communities as a frequent habitat and gathering place for manatees throughout the year; and

WHEREAS, the National Marine Fisheries Service (NMFS) has recognized the many benefits of designating critical habitat for threatened or endangered species and have further illustrated how even the disposal of water adjacent to a critical habitat area may affect essential features of the actual designated habitat (water quality); and

WHEREAS, the radical loss of Johnson's seagrass, manatee grass, shoal grass, and other aquatic vegetation within the Indian River Lagoon and connected water bodies like the Saint Lucie Estuary, has inexorably impacted movement and behavior patterns of manatees by destroying their traditional, essential habitat features; and

WHEREAS, it is the sense of the City Commission of the City of Stuart that the West Indian Manatee must be, with all expediency, afforded maximum protections under federal and state laws in order to curb an urgent and rising threat to their endangered populations; and

WHEREAS, the City Commission of the City of Stuart believes that the Saint Lucie River and Estuarial System should be evaluated and designated by the U.S. Department of Interior and U.S. Fish and Wildlife Service as a critical habitat for the West Indian Manatee.

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 U.S. Department of the Interior and the U.S. Fish and Wildlife Service to:

1. Restore the West Indian Manatee 'endangered' status pursuant to the Endangered Species Act, 16 U.S.C. §§1531-1544, including all of the maximum protections available under federal and state law pursuant to the Administrative Procedure Act, 5 U.S.C. §553 (e).
2. Revise the rule concerning Critical Habitat for the Florida Manatee to include water bodies identified as critical habitats for their critically endangered populations including the Saint Lucie River and its Estuarial System.

Resolution No. 65-2021

Urging the U.S. FWS to restore the 'endangered' protection status for the West Indian Manatee

SECTION 3: Instructing the City Clerk to transmit a copy of this Resolution to the U.S. Secretary of the Interior, Principal Deputy Director of the U.S. Fish and Wildlife Service, and to the local Congressional Delegation.

SECTION 4: 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, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 6/28/2021

Prepared by: Michael Mortell

Title of Item:

AMENDING QUASI-JUDICIAL PROCEEDINGS (RC):

ORDINANCE No. 2467-2021; AN ORDINANCE OF THE CITY OF STUART AMENDING ARTICLE XI; SECTION 11.03.00 - QUASI-JUDICIAL PROCEEDINGS; PROVIDING FOR A SEVERABILITY CLAUSE AND A CONFLICTS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Article XI, Chapter 11.03.00 was adopted by the City Commission to provide direction regarding quasi-judicial proceedings. The City Commission has requested that the procedure receive updates to address the order of business during a hearing as well as clarification of the the process. The amended Ordinance is attached hereto.

Funding Source:

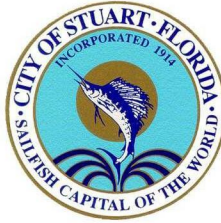
Not Applicable

Recommended Action:

Move approval of Ordinance 2467-2021 on First Reading.

ATTACHMENTS:

Description	Upload Date	Type
□ 2467-2021 Quasi-Judicial Proceedings	6/22/2021	Ordinance add to Y drive



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

ORDINANCE NUMBER 2467-2021

**AN ORDINANCE OF THE CITY OF STUART AMENDING
ARTICLE XI; SECTION 11.03.00 - QUASI-JUDICIAL
PROCEEDINGS; PROVIDING FOR A SEVERABILITY
CLAUSE AND A CONFLICTS CLAUSE; PROVIDING FOR
AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**

WHEREAS, the City Commission for the City of Stuart, Florida, is authorized by provisions in Chapter 166, Florida Statutes, to establish programs providing for the health, safety and general welfare of the residents of Stuart, Florida; and

WHEREAS, the City Commission has determined that there exists a need to amend Chapter 11.03.00 of the Land Development Code pertaining to Quasi-Judicial Proceedings to provide additional guidelines pertaining to the procedures to be followed during the public hearing; and

WHEREAS, Florida Statute, Section 286.0115 authorizes the City Commission to adopt or amend the quasi-judicial proceedings in order to remove the presumption of prejudice from ex parte communications with local public officials by establishing a process to disclose said communications; and

WHEREAS, the City Commission recognizes that, when it sits in its quasi-judicial capacity, it is required to fairly and properly apply the codes and laws of the City to a particular applicant or application; and

WHEREAS, the U.S. and Florida Constitutions require that basic procedural due process of law must be afforded in quasi-judicial proceedings, which includes notice and an opportunity to be heard and, in some instances, the right to cross-examine witnesses; and

WHEREAS, Florida law requires that, in addition to affording due process to maintain fairness and impartiality, the City must base any quasi-judicial decision on competent substantial evidence and must follow the essential requirements of the law as set forth in its codes and the Florida Statutes; and

WHEREAS, Florida Statutes, § 286.0114, recognizes that rules of public participation which are appropriate for legislative or administrative agenda matters are exempt from quasi-judicial proceedings; and

WHEREAS, the City Commission determines that it is in the best interests of the public welfare of its citizens to establish an order of proceedings and rules of order to be followed in quasi-judicial public hearings.

* * * * *

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

SECTION 1: The City of Stuart Land Development Regulations, Article 11, Section 11.03.00 – Quasi-Judicial Proceedings, is amended to read as follows:

11.03.00. - QUASI-JUDICIAL PROCEEDINGS

Sec. 11.03.01. - Intent.

- A. Quasi- Judicial is an administrative decision wherein the board applies the policies and codes to the evidence presented by the parties.
- B. The intent of this section is to provide an efficient and equitable procedure for the consideration by the city commission, the board of adjustment and the local planning agency of quasi-judicial matters in the course of quasi-judicial proceedings.

Sec. 11.03.02. - Ex-parte communications.

- A. Any person not otherwise prohibited by statute, charter provision, or ordinance may discuss with any city official the merits of any quasi-judicial matter on which action may be taken by a city board on which the city official is a member.
- B. If the communication generates a record, the record shall be a public record of the city and shall be available for public review upon request. An ex-parte communication, investigation, site visit or expert opinion shall be disclosed by the city official who is a party thereto at the commencement of the hearing. The board member shall use their best efforts to identify the location, substance of the discussion and identity of the other parties when disclosing the ex parte communications.

Sec. 11.03.03. - Notice of quasi-judicial hearings.

- A. Notice of the date, time and place of a quasi-judicial hearing shall be given as required by this Code for the type of quasi-judicial proceeding being commenced.
- B. Mailed notice and published notice shall also advise that any affected person intervene in the proceeding and will be entitled to present evidence at the hearing including the sworn testimony of witnesses and relevant exhibits and to cross-examine all witnesses by complying with the intervenor process set forth in this code not less than five days prior to the hearing. A party is not entitled to participate as an intervenor merely because it has a general interest in the issue being decided. Instead, the proposed intervenor must show that it will suffer an injury in fact. Standing requires showing that one will suffer special damages that differ in kind, rather than degree, from others in the community. Merely being an abutting property owner or one entitled to notice of the quasi-judicial proceeding may be a factor, but it generally cannot be the sole factor. One must still show that their affected interest is different from others in the community at large.

Sec. 11.03.04. - Quasi-judicial hearings, generally.

- A. A party in any quasi-judicial proceeding may be represented by legal counsel. Statements of counsel presented as argument during a quasi-judicial hearing shall not be considered as evidence. Counsel for a party shall not be subject to cross-examination.
- B. The city attorney shall act as attorney to the board. Any motions or objections made by a party may be referred to the city attorney for advisory ruling. The presiding officer shall act on behalf of the board and shall respond to motions and other matters with the assistance of the city attorney. The Board shall have the discretion to direct the City Attorney or City Manager to rule on objections and procedural issues during the hearing.
- C. All testimony presented to the board shall be under oath administered by the city attorney or other person authorized to administer oaths. All parties shall have the opportunity to present evidence to the board and to call and cross-examine witnesses. A member of the board may question a witness at any time during the testimony of that witness.
- D. Evidence will be determined admissible if it is relied upon by reasonably prudent persons in the conduct of their daily affairs and would be admissible in a court of law. Irrelevant or unduly repetitious evidence may be excluded by the presiding officer.

Sec. 11.03.05. - Commencement of quasi-judicial proceedings.

- A. A quasi-judicial proceeding shall commence at such time as the city development department certifies that it has received a complete petition. A complete petition shall include the appropriate filing fee, data submittal requirements, and shall be date stamped by the department when properly filed. Each proceeding shall be given a case number and each case file shall be separately maintained by the department as a public record of the city.
- B. The petition shall identify the subject property by legal description and by street address, if available. The petition shall also identify all owners of the subject property, by name, address and telephone number.
- C. The petitioner shall be identified by name, address and telephone number. If the petitioner is not an individual, the petition shall contain the name, address and telephone number of the corporation or other entity in whose behalf the petition is filed and of the authorized representative of the petitioner.
- D. If the petitioner is not the sole owner of the subject property, the petition shall be accompanied by a letter or other written notarized authorization from each owner that the applicant is authorized to file the specific petition.

Sec. 11.03.06. - Parties.

- A. The parties to a quasi-judicial proceeding shall be the petitioner, the city, and any affected person who has qualified to participate as an intervenor pursuant to this code. Forms for a notice of intent to intervene shall be provided by the Clerk upon request. A notice of intent to act as a party in a quasi-judicial proceeding shall be accompanied by the payment of a fee of as set forth in the City Fee schedule attached to this code as Exhibit A.
- B. A party shall be entitled to participate at the hearing and may present evidence to the board. A party may call witnesses, present relevant exhibits, cross-examine witnesses, make motions and objections, and present a summary statement to the board at the conclusion of the evidence.

Any person who files a notice of intent to be a party shall be presumed to be an affected person unless the status of that person is challenged by another party. In this event, the board shall determine whether or not the person who claims to be an affected person is an affected person as defined herein. The Board must rule on the challenge regarding the proposed intervenor's status prior to the introduction of any evidence in the proceeding. It can occur at a separate meeting or hearing or in the alternative the decision can be made by the board directly before the proceeding. The Objecting party shall provide the basis of the objection and any supporting case law or opinions and the proposed intervenor shall be given a reasonable opportunity to respond. The Board shall then decide if the proposed intervenor meets the qualifications as set forth in 11.03.03.

Sec. 11.03.07. - Order of presentation.

- A. A quasi-judicial hearing shall begin with a statement by the city attorney which shall include the reading of the Title of the proposed Ordinance or Relief, the standards to be applied to the evidence by the board, the burden of proof, and the identity of all parties and the order of their presentations.
- B. The Board shall use the following guidelines as an outline for implementing the quasi-judicial procedure.
 - 1. **MAYOR:** Introduces the item by reading the name of Agenda Item.
 - 2. **MAYOR:** Directs the City Attorney to read the title of Agenda Item.
 - 3. **MAYOR:** "DO THE COMMISSIONERS HAVE ANY EX PARTE COMMUNICATIONS TO DISCLOSE?"
 - 4. CITY COMMISSIONERS disclose *ex-parte communications*, if any.
 - 5. **MAYOR:** Directs the City attorney to place any potential witnesses under oath.
 - 6. **MAYOR:** "WILL THE DEVELOPMENT DEPARTMENT PLEASE PROVIDE A BRIEF SUMMARY OF THE AGENDA ITEM INCLUDING THE LOCATION, SIZE OF THE PROPERTY, CURRENT ZONING, ZONING REQUESTED THE LIST THE APPLICANT'S REQUESTS TO DEVIATE FROM THE LAND USE DEVELOPMENT REGULATIONS."
 - 7. **MAYOR:** Yields the floor to the Petitioner to present its request to the City Commission.
 - 8. **MAYOR:** "DO THE COMMISSIONERS HAVE ANY QUESTIONS FOR THE APPLICANT?"
 - 9. **MAYOR:** "DOES THE PETITIONER WISH TO OFFER ANY ADDITIONAL INFORMATION BEFORE CONCLUDING ITS PRESENTATION?"
 - 10. **MAYOR:** Announces that the presentation of evidence has ended, and the hearing is closed.
 - 11. **MAYOR:** "DOES ANY MEMBER OF THE PUBLIC WISH TO MAKE A COMMENT ON THE PENDING MOTION?"
Public Comment is limited to 3 minutes per the City Code
 - 12. Mayor requests direction in the form of a Motion.
 - 13. **MAYOR:** Repeats or Clarifies the Motion for the record and asks the Commissioners to deliberate the motion. Commissioners are encouraged to discuss the Motion and their respective positions.
 - 14. **MAYOR:** Upon conclusion of the Deliberation, the Mayor as the Clerk for a recorded vote of the Commission.

CLERK: Records the vote by roll call. The Clerk shall randomize the voting order.

- C. The first party to present evidence to the board shall be the city. The city shall begin the hearing with an analysis of the petition which includes a consistency determination with regard to the City Comprehensive Plan and a determination of compliance with the procedural requirements of law. The city shall advise the board specifically as to whether the petition meets all applicable standards of local law and any conditions which should be imposed in order to meet those standards. The city shall conclude its presentation with a specific recommendation to the board to approve, to approve with conditions, or to deny the petition.
- D. Following the presentation of the city, the petitioner shall make a presentation to include evidence relating to the applicable standards for review of the petition. The petitioner may include a description of the nature of the petition if there is additional information that has not been previously provided.
- E. Other parties shall follow the petitioner in the order of their filed notices. Thereafter, persons who are not parties may testify. Last, the city and the petitioner shall be permitted to provide additional evidence to rebut the evidence presented by any other party or person. At the conclusion of the evidence, each party shall be permitted to make a brief summary statement in the order of their appearance. Considering the complexity of the issues presented, the presiding officer may limit the time of summary statements.

Sec. 11.03.08. - Burden of proof; conditions; re-zonings.

- A. The petitioner shall have the burden of proof at the hearing to show by the greater weight of the evidence that the petition is consistent with the City Comprehensive Plan and complies with all procedural requirements of law. Conditions may be suggested by the petitioner, the City or any party, or may be imposed by the board, which are intended to assure consistency and compliance.
- B. If the quasi-judicial matter petitioned is a rezoning of land, once the petitioner satisfies the burden of proof at the hearing, the burden shall shift to the City or other party to show by the greater weight of the evidence that maintaining the existing zoning classification accomplishes a legitimate public purpose. In such event, the rezoning petition shall be denied.
 - 1. Further explanation: Once the applicant has proven that it is entitled to the rezoning, the burden shifts to require the other party to demonstrate that keeping the original zoning outweighs the new classification even though the applicant has already proven that it is entitled to the change.
 - 2. This burden includes the requirement to show that maintaining the existing zoning will serve a legitimate public purpose which is more significant than the new classification which is presumed to be entitled based upon the evidence.

Sec. 11.03.09. - Cross examination.

- A. After each witness testifies directly, each party shall be permitted to question the witness on cross-examination. The order of cross-examination shall be the same as the order of presentation established for the hearing. Cross-examination may include matters and issues which are not related to the direct testimony of the witness.
 - 1. The cross examination should be relevant to the proceedings and testimony provided on direct examination.

Sec. 11.03.10. - Deliberation by the commission after Public Comment.

- A. **Public Comment** – The Commission shall hear public comment following the closing of the hearing. At the close of the hearing, no further evidence shall be accepted and the City Commissioners shall consider Public Comment before deliberating on the matter.

1. Policies. All comments made during any Public Comment period shall be subject to the following procedures:
 - A. Persons who wish to make a statement during the meeting will register on the Request to Speak form.
 - B. Each person who signs up to speak will have up to three minutes to make their statement. Speakers will be acknowledged by the mayor, or meeting leader, in the order which the Request to Speak forms were received. Speakers shall address the group and will begin their statement by first stating their legal name and address.
 - C. Statements are to be directed to the group as a whole, and not to individuals. Public Comment is not intended to require a group member to provide an answer to the speaker. Discussions between speakers and members of the audience will not be allowed.
 - D. Speakers will be courteous in their language and presentation.
 - E. Only one speaker will be acknowledged at a time. In the event a group of persons supporting or opposing the same position desires to be heard, in the interest of time, the group should designate a spokesperson to express the group's concerns. Likewise, in the event the number of persons wishing to attend the hearing exceeds the capacity of the meeting place, the group should designate a delegate to attend the meeting on behalf of the group.
- B. The board shall publicly deliberate on the evidence and shall limit its deliberation to the evidence presented at the hearing. During deliberation, no further testimony shall be taken and the commission members shall not ask for additional information of parties or witnesses.
 1. The Board should refrain from basing its decision on evidence that was not presented during the public hearing.
 2. The board shall determine whether the petitioner has met the burden of proof by a showing that the petition is consistent with the City Comprehensive Plan and complies with all other applicable standards of review and procedural requirements of law. The board shall also consider any lawful conditions which may be imposed necessary to meet the applicable standards of review.
 3. Deliberations shall conclude with a determination by the city commission to approve, to approve with conditions, or to deny the petition.
- C. Summation: Each party shall be entitled to a brief summation after the public comment period in order to address any issues raised. However, no new testimony or evidence shall be admitted. Because the applicant has the ultimate burden of proof, the applicant shall speak last. Prior to the summation, the Board shall designate an equal amount of time for the representative of each party. In the event that there is more than one intervenor, the applicant shall be entitled to the same amount of time as all of the intervenors combined.

Sec. 11.03.11. - Continuances.

- A. A continuance of a quasi-judicial proceeding may be requested by any party at any time prior to the conclusion of the hearing. Such request may be granted by the board in the interests of justice and fairness. If granted, the hearing shall be continued by the board to a specific date and time considering the reason for the continuance. If it is not reasonable to reschedule the hearing for a specific date and time, then the applicant shall be responsible to provide adequate notice of the new date pursuant to the requirements of this code.

Sec. 11.03.12. - Order.

- A. The determination of the board shall be reduced to a written order in the form of an ordinance, resolution, development order or other appropriate document. At the discretion of the board, the order may be recorded in the public records of Martin County, Florida. The costs of recording shall be paid by the petitioner.
- B. The order shall conform exactly to the evidence presented at the hearing and to the determination of the board. The order shall contain a clear statement of approval or denial, and shall include any and all conditions of approval necessary to assure consistency with the City Comprehensive Plan and compliance with other applicable standards of review and all procedural requirements of law.

Sec. 11.03.13. - Record of proceedings.

- A. A quasi-judicial hearing shall be tape recorded by the secretary of the board. The tape recording shall be preserved by the secretary as a public record of the City. All evidence presented at the hearing in the form of documents, photographs, maps and other written documents shall be preserved with the tape of the hearing. Large exhibits will be reduced to digital form and preserved accordingly.

Sec. 11.03.14. - Judicial review.

- A. A final determination of the City Commission is subject to judicial review in the Circuit court of the Nineteenth Judicial Circuit of the State of Florida according to established rules of law as provided at F.S. §163.3215. The record of the quasi-judicial proceedings conducted by the City shall be available to any person who seeks review of a final decision of a board until the expiration of the appeal period.
- B. The time for appeal shall commence on the date the written order of the board which sets forth its final determination is signed by the Mayor.

SECTION 2: If any section, phrase, sentence or portion of this article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 3: – Effective date.

The ordinance from which this article derives shall take effect immediately upon adoption.

Commissioner _____ offered the foregoing Ordinance and moved its adoption on First Reading. 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 on first reading this ____ day of _____.

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

NOTE: Below is the current Request to Speak (Public Comment) form used by the City of Stuart. The following form is the State of Florida **DIVISION OF LIBRARY AND INFORMATION SERVICES** "Meeting Appearance Record Form". They have been included for feedback from the City Commission.

**CITY COMMISSION MEETING
REQUEST TO SPEAK**

SPEAKER # _____

Please complete form and submit it to the City Clerk prior to Public Comment.

NAME _____ **DATE** _____ **ITEM#** _____ **OR PUBLIC** _____

ADDRESS _____ **CITY** _____ **ZIP** _____

PHONE _____ **EMAIL** _____

ADDRESSING THE CITY COMMISSION (ORD# 2450-2020)

- 1.) Members of the public who have been called upon to speak should come forward to the microphone; state their name, city in which they reside, and the item number.
- 2.) All remarks shall be addressed to the City Commission as a body and not to a particular City official.
- 3.) PREPARED STATEMENTS shall be presented to the City Clerk for the record.
- 4.) To ensure fair and equal treatment of all who appear before the City Commission, speakers will be limited to 3 minutes.

DECORUM (ORD 2450-2020)

Any person making personal, impertinent, irrelevant, or slanderous remarks, or who becomes boisterous while addressing the City Commission or while attending the Commission meeting, shall be removed from the City Commission Chambers at the direction of the presiding officer. The sergeant-at-arms shall carry out all orders and instruction given by the Mayor for the purpose of maintaining order and decorum at the Commission meeting.

**DIVISION OF LIBRARY AND INFORMATION SERVICES
MEETING APPEARANCE RECORD FORM**

One form per speaker. Limit three (3) minutes per speaker. For online or teleconference meetings, Meeting Appearance Record Forms must be emailed to the meeting coordinator listed in the Florida Administrative Register meeting notice at least 60 minutes before the start of the meeting. Meeting Appearance Record Forms will be available 30 minutes before the start of in person meetings.

By filling out this form I am requesting to speak at a public meeting:

Meeting name and date: _____

Name (please print): _____

Lobbyist registered with Legislature: ☐ Yes ☐ No

Representing: _____

Please fill out below as applicable:

_____ I wish to make a comment on the following agenda items during the meeting (add additional lines as applicable):

- | | |
|----------|--|
| 1. _____ | ☐ Support ☐ Oppose ☐ Inform |
| 2. _____ | ☐ Support ☐ Oppose ☐ Inform |
| 3. _____ | ☐ Support ☐ Oppose ☐ Inform |

_____ I wish to make a comment during the Public Comment period of the meeting.

_____ I wish to make a comment related to the following grants (in addition, state your relationship to the applicant) (add additional lines if applicable):

- | | |
|----------|--|
| 1. _____ | ☐ Support ☐ Oppose ☐ Inform |
| 2. _____ | ☐ Support ☐ Oppose ☐ Inform |
| 3. _____ | ☐ Support ☐ Oppose ☐ Inform |

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 6/28/2021

Prepared by: Kev Freeman / Erin Wohlitka

Title of Item:

VARIANCE TO REDUCE THE UPLAND BUFFER DISTANCE TO SIGNIFICANT WETLAND RESOURCES (RC):

REQUEST FOR A VARIANCE TO THE CITY'S LAND DEVELOPMENT CODE, SECTION 5.03.02.C.1 AND 4, FOR A REDUCED MINIMUM UPLAND BUFFER DISTANCE FROM OUTSTANDING WETLAND RESOURCES, REDUCED AVERAGE UPLAND BUFFER AND REDUCED CONSTRUCTION SETBACK FROM WETLANDS, FOR LOT 5/6 INDIAN GROVES DRIVE.

Summary Explanation/Background Information on Agenda Request:

This item appears before the City Commission as the Board of Adjustment does not have the authority under the City's Land Development Code to determine variances that involve the amendment of setback to wetlands.

The authority of the BOA is at 8.05.01 of the LDC:

Sec. 8.05.01. - Generally.

A. Granted by board of adjustment. The board of adjustment may grant a variance from the strict application of the following dimensional requirements of the city land development regulations and the city Code of Ordinances: subsection 2.04.00 regarding lot area requirements and minimum yard setbacks; section 6.09.00 regarding setbacks, building separation and heights for accessory structures; section 6.03.02 regarding finished floor elevation; section 6.09.05, regarding fences, walls, hedges and enclosures; and section 6.09.04 regarding setback requirements for location of swimming pools.

The Evaluation and Appraisal Report update to the Comprehensive Plan identified several residential lots on Poppleton Creek that were adversely affected by wetland buffer requirements. This parcel is specifically excepted from the minimum average buffer of 50ft and minimum width of 25ft at policy 5.A5.5.C.iii (which states):

iii. As delineated in the map of potential single-family properties within a buffer distance of a significant wetland, properties with the following property control numbers are except from the minimum average buffer of 50 feet and minimum width of 25 feet:

083841007006000110; 093841001002001303; 083841007003001502; 083841024000000107;
093841008000001104; 093841001002000705; 093841001002000108; 083841033000000106;
083841007006000100; 093841001002001410; 093841008000001202; 093841001002000901;
083841007006000500; 083841007003001405; 083841007006000604; 093841001002000509;
093841001002000402; and 093841001002001508.

Therefore, the request is in compliance with the Comprehensive Plan.

In addition, wetland buffer regulations are located within the Land Development Code at 5.03.02 C.1 and 5.03.02 C.4 (extracts below):

Upland *buffer* requirements for verified *wetlands*. To protect *wetlands*, upland *buffers* around *wetlands* shall be provided and preserved around each *wetland* or portion thereof on the property.

1. The minimum average width of an upland *buffer* shall be 50 feet and at no point shall its width be less than 25 feet. The minimum average width of an upland *buffer* around an outstanding resource *wetland* shall be 75 feet and at no point be less than 50 feet.

4. An upland *buffer* shall be protected by a construction setback of ten feet from the upland *buffer* boundary. For accessory structures, the setback from an upland *buffer* shall be a minimum of five feet. Within this setback area, no earthwork, construction, or placement of structures shall be permitted.

The applicant and owner of lot 5/6, located on the north side of Indian Groves Drive, is requesting three (3) related variances to the Land Development Code. The variance requests are necessary due to requirements in Section 5.03.02 C1 and 5.03.02 C4, which require an upland buffer from wetlands and a construction setback from the upland buffer. The buffer requirements to an outstanding wetland resource, such as the wetlands along Poppleton Creek, are 75 feet minimum average, no less than 50 feet, with a construction setback for the principal building of 10 feet from the buffer. If applied to this property, which is 45.29 feet deep on the east property line and 80.05 feet deep on the west property line, most of the property would be made unbuildable. Therefore, the applicant is requesting relief from the requirements of the Land Development Code.

Any development on this lot will need to comply with recent Land Development Code amendments relating to storm water treatment on infill residential lots at 6.03.01.G (code attached).

Funding Source:

N/A

Recommended Action:

Consider the application to grant relief from the minimum upland buffer distance and construction setback from outstanding wetlands conditioned upon the restrictions herein.

ATTACHMENTS:

Description	Upload Date	Type
☐ A. Order of Variance	6/21/2021	Exhibit
☐ C. Application	6/21/2021	Attachment
☐ B1. Staff - Site Location	6/21/2021	Backup Material
☐ B2. Staff - Buffer Plan	6/21/2021	Backup Material

Return to:
City Attorney
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

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

Case #Z21060001

In re: The Code Variance Application of
JOHNSON RESIDENCE
08-38-41-007-006-00050-0

FINAL ORDER OF VARIANCE APPROVAL

THIS CAUSE came for hearing before the City Commission for the City of Stuart, Florida, at a regular set hearing at **5:30 PM on June 28, 2021**, at the City Commission Chambers, 121 S.W. Flagler Avenue, Stuart, Florida; and the Commission, having considered the sworn testimony and other evidence presented by the City staff, the Petitioner, and any Interveners, finds as follows:

1. Notice of the hearing was provided as required by the Stuart Land Development Code (LDC). Notice was not challenged by any party at the hearing, and the City Commission has jurisdiction over this case.

2. The City was represented by **Kev Freeman**, Development Director, and the applicant was represented by **Karen Johnson**, Petitioner, all in attendance.

3. **Kev Freeman**, of the City Development Department, testified on behalf of the City that the Petitioner, Karen Johnson, the title owner of the real property having **PCN #8-38-41-007-006-00050-0**, (hereinafter the "Subject Property"), who has provided a legal description and boundary survey as found within and attached as '**Exhibit 1**', in order to receive relief from the required setback to the wetland and construction buffer setbacks.

4. **Kev Freeman** indicated the Subject Property is located on **Lots 5 and 6 of Indian Groves Drive**, and is zoned **R-3 (Residential, Multi-Family/Office)**, with a Future Land Use designation of Residential/Office. The Future Land Use and Zoning categories were not challenged by any party at the hearing.

FINAL ORDER OF VARIANCE APPROVAL – Johnson Residence – Indian Groves Drive

5. The existing vacant lot is currently in compliance with zoning code.

6. The Petitioner gave verbal testimony indicating a desire to request the minimum variance required to create a buildable lot, thereby building a proposed single-family home.

7. The Petitioners requested in writing the following reductions to the minimum code requirements at the hearing to allow the development of the lot as a single-family home:

- The minimum average upland buffer distance from outstanding wetland resources shall be reduced from 75 feet to 25 feet
- The minimum upland buffer distance from outstanding wetland resources shall be reduced from 50 feet to 25 feet.
- The construction setback from all upland buffers, which is 10 feet, shall be included within the 25 feet buffer.

8. **Kev Freeman** gave testimony and analyzed the case, and indicated the petition is consistent with the City's Comprehensive Plan, meets the procedural requirements of the law. The testimony concluded by recommending that the City Commission consider the Final Order to allow for the variance, subject to the following conditions:

- a. The lot shall be developed in conformity with Sec. 6.00.04, *Site design qualitative development standards*, of the Land Development Code.
- b. The Subject Property is granted a relief from the Land Development Code as demonstrated in the table below:

FINAL ORDER OF VARIANCE APPROVAL – Johnson Residence – Indian Groves Drive

Land Development Regulations vs Variance Request	
R-3 Requirements	Proposed Development Standards
Minimum Average width of upland buffer = 75 feet	Minimum Average width of upland buffer = 25 feet
Upland buffer at no point less than = 50 feet	Upland buffer at no point less than = 25 feet
Construction setback = 10 feet	Construction setback = 10 feet * *to be included within the 25-foot buffer (or shall be reduced to zero)

9. Construction in substantial conformance with all required documents for permitting and shall be submitted for Building Permit review. The building permit documents shall ensure there is no storm water run-off on adjacent properties.

10. If the final inspection of the proposed residence is not performed by **July 1, 2023**, the variance relief granted in this **Final Order shall be void**.

11. All applicable state or federal permits must be obtained before the commencement any development activities. Issuance of this development order/permit/approval by the City of Stuart does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City of Stuart for the issuance of this order/permit/approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

12. All subsequent Lessees and Owners shall be bound to the terms of this Variance, and this Variance shall carry forward and “run with the land” unless later released by the City Development Director, or as otherwise provided by law.

15. At the conclusion of the evidence and any follow up questioning by the Board Members, brief summaries were made by the Petitioner. The City Commission then entered into deliberation, and discussed the following:

FINAL ORDER OF VARIANCE APPROVAL – Johnson Residence – Indian Groves Drive

Commissioner _____ offered a motion to approve the variance(s). 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 on final reading 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

FINAL ORDER OF VARIANCE APPROVAL – Johnson Residence – Indian Groves Drive

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE FOREGOING FINAL ORDER, AND 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 FOREGOING FINAL ORDER. IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

Witness #1:

Print Name: _____

KAREN JOHNSON,

Owner

Signature: _____

Signature: _____

Witness #2:

Print Name: _____

Signature: _____

OWNERS ACKNOWLEDGMENT

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____ by _____

Personally Known OR Produced Identification

Type of Identification Produced _____

Signature of Notary Public: _____

Commission Expires:

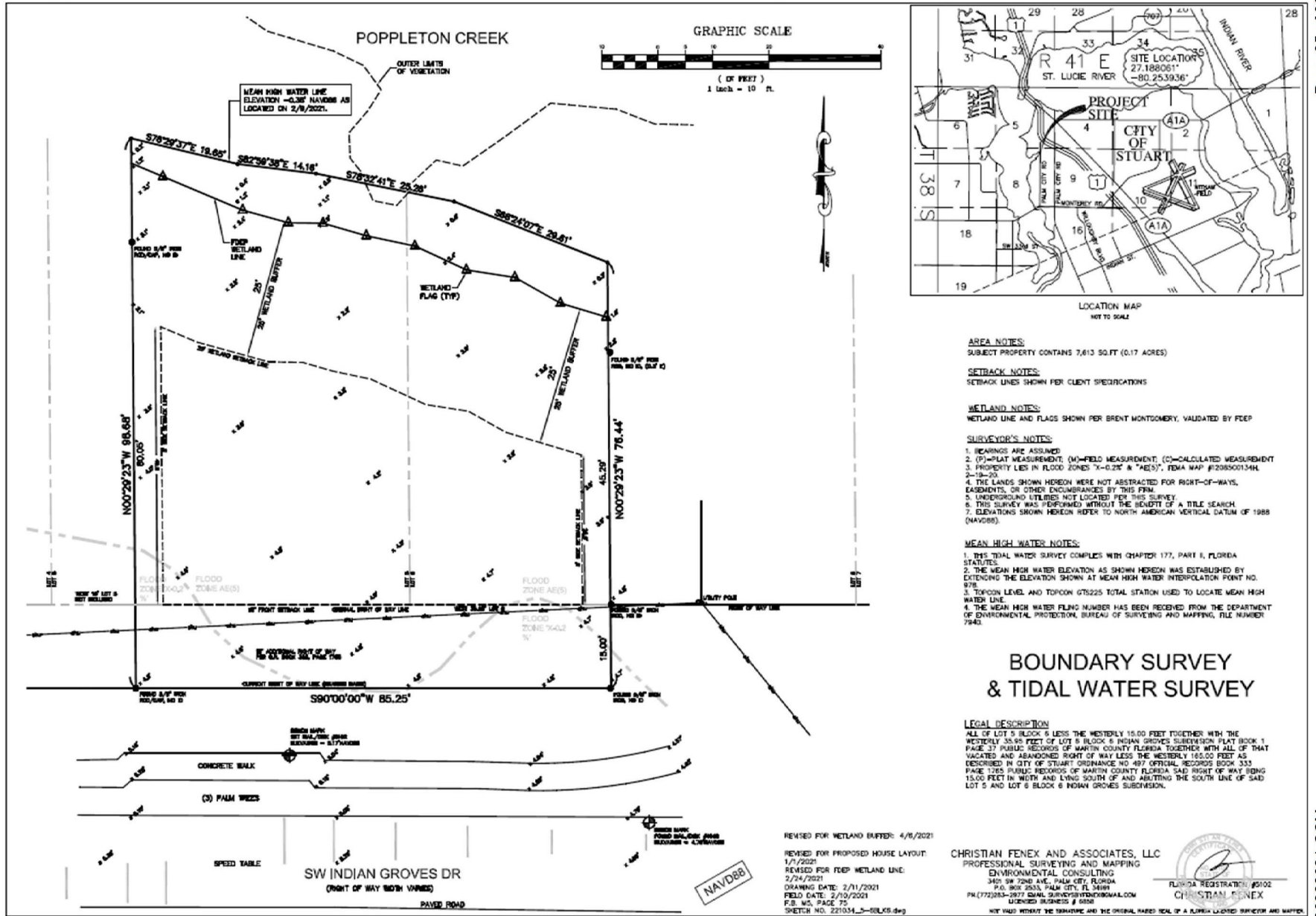
Notary Seal:

‘Exhibit 1’

Legal Description & Boundary Survey

LEGAL DESCRIPTION

ALL OF LOT 5 BLOCK 6 LESS THE WESTERLY 15.00 FEET TOGETHER WITH THE WESTERLY 35.95 FEET OF LOT 6 BLOCK 6 INDIAN GROVES SUBDIVISION PLAT BOOK 1 PAGE 37 PUBLIC RECORDS OF MARTIN COUNTY FLORIDA TOGETHER WITH ALL OF THAT VACATED AND ABANDONED RIGHT OF WAY LESS THE WESTERLY 165.00 FEET AS DESCRIBED IN CITY OF STUART ORDINANCE NO 497 OFFICIAL RECORDS BOOK 333 PAGE 1765 PUBLIC RECORDS OF MARTIN COUNTY FLORIDA SAID RIGHT OF WAY BEING 15.00 FEET IN WIDTH AND LYING SOUTH OF AND ABUTTING THE SOUTH LINE OF SAID LOT 5 AND LOT 6 BLOCK 6 INDIAN GROVES SUBDIVISION.





June 28 City Commission

**CITY OF STUART
DEVELOPMENT DEPARTMENT
VARIANCE APPLICATION**

Reviewed By: 

Application must be legible with all relevant fields completed.

Project ID# 221060001
(Staff Entry)



Pre-App Conference Date: <u>June 14, 2021</u>	Application Date:
Project Name: <u>Karen Johnson - SW Indian Grove Dr</u>	
Parcel ID# <u>08-38-41-007-006-00050-0</u>	Project Address:
Zoning/CRA Sub-district: <u>R 3</u>	
Subdivision:	Lot(s): <u>Indian Groves, Lot 5/6</u>
Fee: \$102.00/Administrative Variance Approval or \$839.00/Board of Adjustment Approval (This does not include fees that may be charged as a result of application review by the City's consultants or any required recording fees)	
The Board of Adjustment may grant a variance from the strict application of the following dimensional requirements of the city land development regulations and the city Code of Ordinances: ➤ Lot area requirements; minimum yard setbacks; setbacks, building separation and heights for accessory structures; finished floor elevation; satellite television antenna systems; fences, walls, hedges and enclosures; and setback requirements for location of swimming pools. The City's Development Director may grant an administrative variance for the following standards of the land development code: ➤ Yard setbacks. Any yard setback variance request which does not exceed 110 percent of the code requirement. (For example: where a rear yard setback is 15 feet, and the variance request doesn't exceed 1.5 feet of relief or a reduction to a 13.5-foot setback.) ➤ Fences, walls and hedges. Any variance request for a fence, wall or hedge height or location, or other buffer screening matter. ➤ Other minor code variances and minor site plan amendments. Any other minor technical or land use code variance (but not including setback variances covered above) or any minor site plan revision or amendment for items including, but not limited to, those affecting drainage, easements, bulkheads, docks, flood elevation, curbing and curb-cuts, medians, solid waste collection, principal or accessory structures or lots, signage, landscape, lighting, parking, driveways, or utilities; and including a change of use from one permitted use to another permitted use. A minor code variance or site plan revision is one in which the requested change: ➤ Does not increase or enlarge the density, intensity of use, footprint, or any dimension of the overall plan by more than five percent; and ➤ Does not increase or enlarge the exterior "footprint" of commercial, industrial or multi-family residential buildings by more than 1,000 square feet of building, or more than 1,000 square feet of additional impervious area; or ➤ Does not increase or enlarge the "footprint" of single family or small multi-family (four or fewer dwelling units) buildings by more than 360 square feet of building, or no more than 360 square feet of additional impervious area is requested; and ➤ Where the scope and intent of any variance approved by the board of adjustment, or scope and intent of any site plan previously approved by the city commission is not violated.	
Submittal Requirements: A completed application form, the payment of fees, one (1) copy of all documents on a PDF formatted disc electronically signed and sealed, a site plan, and any other information as may be required by the City Development Director in order to do a thorough review of the request. The data requirements for a site plan are available at the Development Department.	
Approving Authority: The Development Director is required to prepare a staff report and recommendation concerning this application for the Board of Adjustment (BOA) public hearing.	

General Information

(Please Print or Type)

1. Property Owner, Lessee, Contract Purchaser, or Applicant (circle one):

Name:
Title:
Company:
Company Address:

City/State/Zip Code:
Telephone Number:
Facsimile Number:
Email Address (optional):

2. Agent of Record (if any): The following individual is designated as the Agent of Record for the property owner, lessee, or contract purchaser and should receive all correspondence related to the application review.

Name:
Title:
Company:
Company Address:

City/State/Zip Code:
Telephone Number:
Facsimile Number:
Email Address (optional):

3. The Undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all City expenses associated with the referenced application (s) including time spent by the City's consultants and further acknowledges that payment of consultant fees will be made prior to the receipt of the consultant comments.

Name: <u>Karen Johnson</u>
Title: <u>Owner</u>
Company:
Company Address: <u>1183 NE Bernard St.</u>

City/State/Zip Code: <u>Jensen Beach, FL 34957</u>
Telephone Number: <u>772-263-2400</u>
Facsimile Number:
Email Address (optional): <u>Hili57@aol.com</u>

I hereby certify that all information contained herein is true and correct.

4. Signed this 1st day of June, 2021.

Karen Johnson
Signature of Property Owner, Lessee, Contract Purchaser or Applicant (circle one)

As of January 01, 2020, Any and all notarial certificates prepared under Florida law must indicate whether the principal appeared by means of physical presence or by online notarization. Florida Statue 117.05

(a) For an oath or affirmation:

STATE OF FLORIDA
COUNTY OF Martin

Sworn to (or affirmed) and subscribed before me by means of X physical presence or ___ online notarization, this 15th day of June (2021) By Karen Lynn Johnson (name of person making statement).

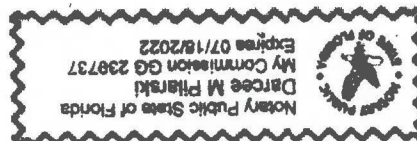
FLDL: 5525512586110

Personally Known OR Produced
Identification Type of Identification Produced

Darcee M. Pilewski
(Signature of Notary Public - State of Florida) (Print, Type, or Stamp of Notary Public)

(b) For an acknowledgment in an individual capacity:

STATE OF FLORIDA
COUNTY OF _____



The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization,
This ___ day of ___ () By _____ (name of person acknowledging).

Personally Known OR Produced
Identification Type of Identification Produced

(Signature of Notary Public - State of Florida) (Print, Type, or Stamp of Notary Public)

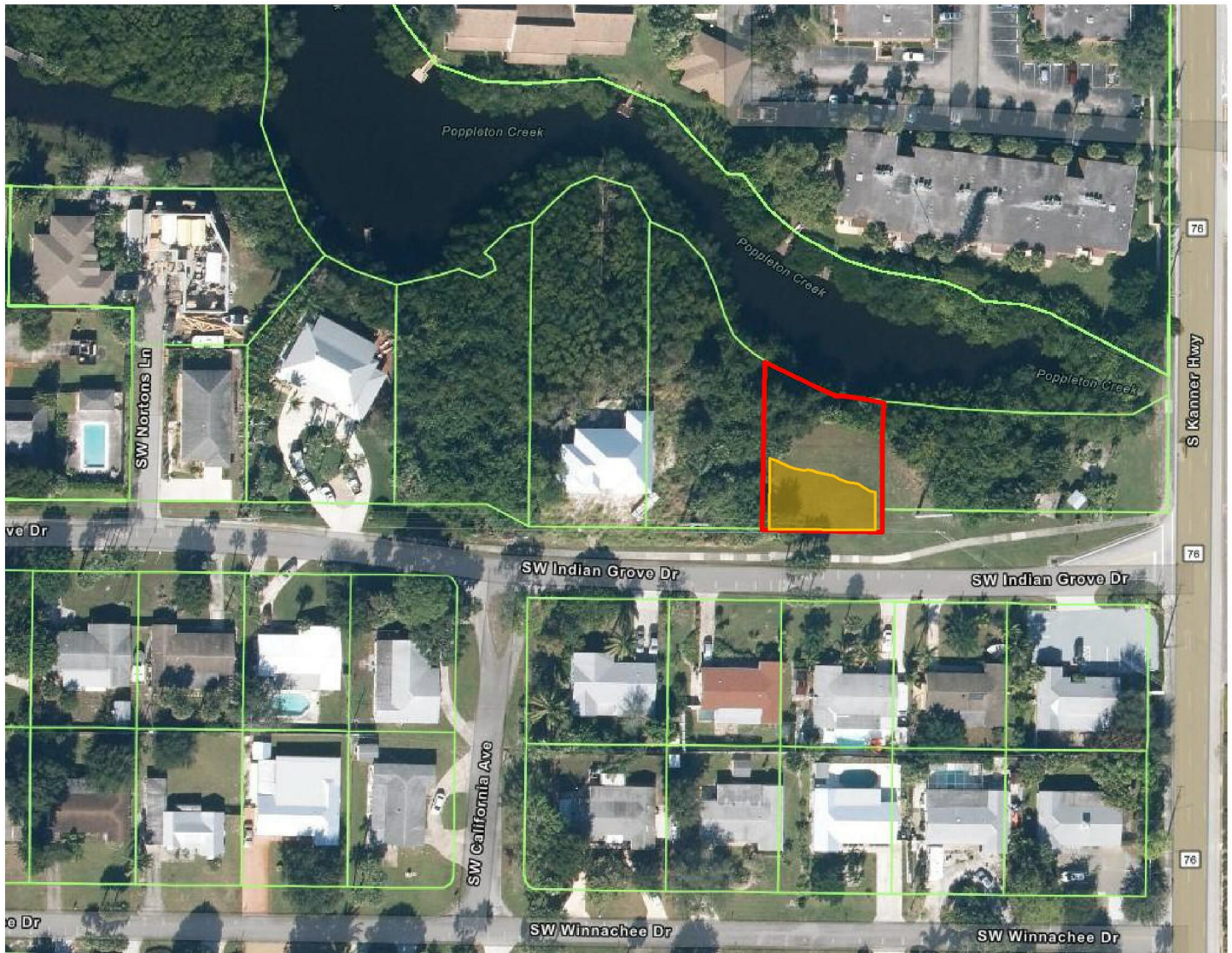
(c) For an acknowledgment in a representative capacity:

STATE OF FLORIDA
COUNTY OF _____

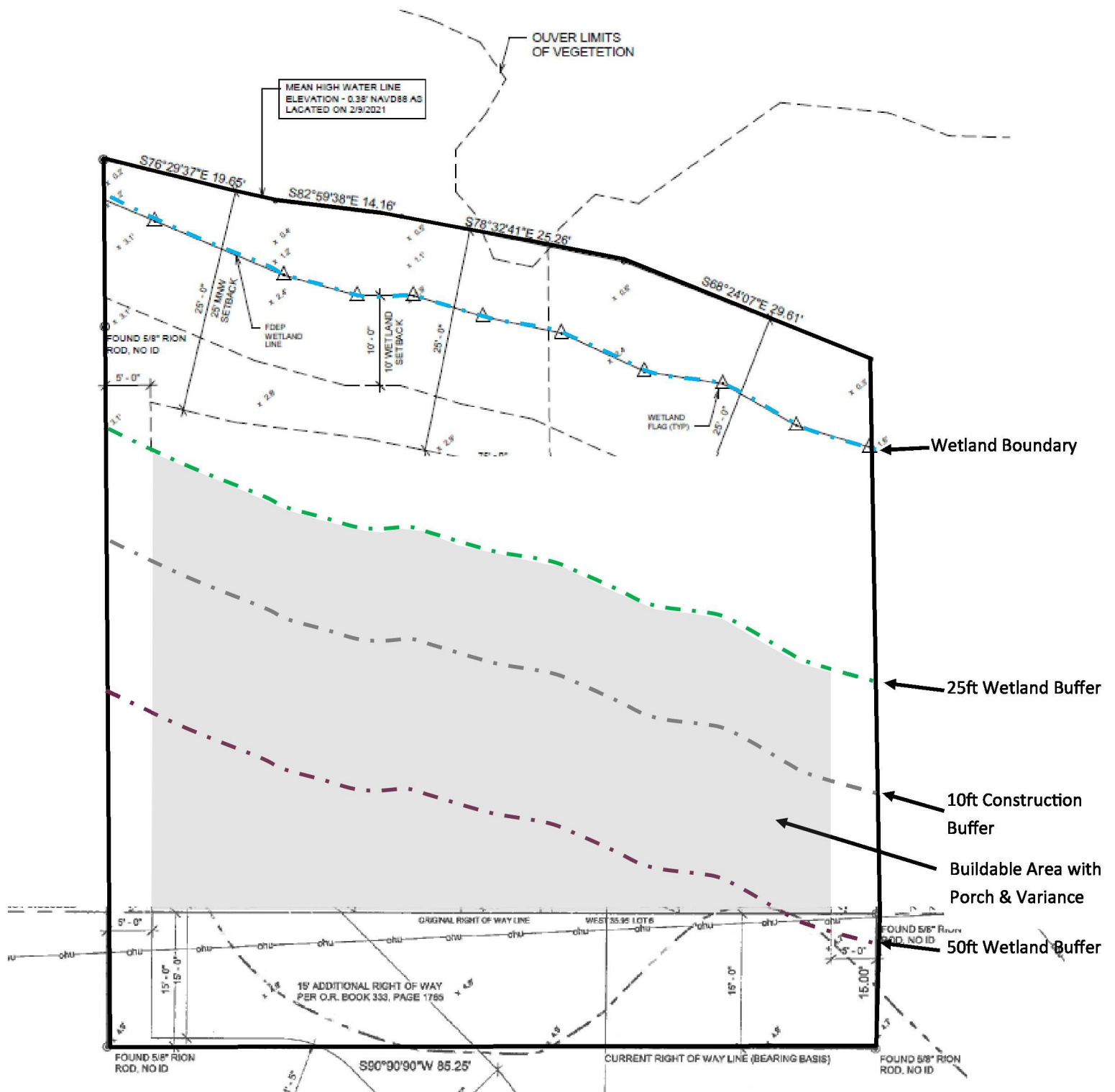
The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization,
This ___ day of ___ () by _____ (name of person) as (type of authority, e.g. officer, trustee, attorney in fact) for (name of party on behalf of whom instrument was executed).

Personally Known OR Produced
Identification Type of Identification Produced

(Signature of Notary Public - State of Florida) (Print, Type, or Stamp of Notary Public)



POPPLETON CREEK



NOT TO SCALE