



A G E N D A

**REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD July 12, 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**

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

1. ARTS MOMENT - EAST STUART YOUTH DANCE TEAM

PROCLAMATIONS

2. THE 120TH BIRTHDAY OF THE GEO W. PARKS GENERAL MERCHANDISE STRUCTURE, A/K/A STUART FEED & SUPPLY STORE AND STUART HERITAGE MUSEUM - JULY 19, 1901 - JULY 19, 2021
3. 100TH ANNIVERSARY OF THE TOMB OF THE UNKNOWN SOLDIER - NOVEMBER 11, 2021
4. TREASURE COAST WATERWAY CLEANUP WEEK - JULY 18-24, 2021

PRESENTATIONS

5. SERVICE AWARDS - JULY 2021
6. EMPLOYEE SPOTLIGHT - JULY 2021
7. HOME RULE HERO AWARD PRESENTED BY TREASURE COAST REGIONAL LEAGUE OF CITIES EXECUTIVE DIRECTOR, PATRICIA CHRISTENSEN

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

CONSENT CALENDAR

8. APPROVAL OF 06/28/2021 SCM BUDGET WORKSHOP #1 and 06/28/2021 CCM MINUTES (RC)
9. LOCAL PLANNING AGENCY (LPA) ADVISORY BOARD APPOINTMENT (RC)

END OF CONSENT CALENDAR

COMMISSION ACTION

10. APPOINT BOUNDARY ADVISORY COMMITTEE REPRESENTATIVE (RC)
11. TRESSLER DRIVE WATER QUALITY IMPROVEMENT PROJECT - IRL COST-SHARE AGREEMENT (RC):

RESOLUTION No. 66-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A COST-SHARE AGREEMENT FOR THE TRESSLER DRIVE WATER QUALITY IMPROVEMENT PROJECT WITH THE INDIAN RIVER LAGOON (IRL) COUNCIL; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.
12. AUTHORIZE CITY MANAGER TO SIGN A FDOT FORM FOR A ROAD CLOSURE - VNA CHRISTMAS PARADE (RC):

RESOLUTION No. 67-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A ROAD CLOSURE FOR THE ANNUAL VISITING NURSE ASSOCIATION'S STUART CHRISTMAS PARADE DECEMBER 3, 2021, STARTING FROM S. E. MONTEREY ROAD TRAVELING WEST ON S.E. OCEAN BLVD. TO CONFUSION CORNER INTERSECTION AND AUTHORIZING THE CITY MANAGER OF THE CITY OF STUART TO SIGN THE FLORIDA DEPARTMENT OF TRANSPORTATION TEMPORARY CLOSING OF STATE ROAD PERMIT. PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

ORDINANCE SECOND READING

13. 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.

ORDINANCE FIRST READING

DISCUSSION AND DELIBERATION

ADJOURNMENT

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

Meeting Date: 7/12/2021

Prepared by: Mary Kindel, City Clerk

Title of Item:

ARTS MOMENT - EAST STUART YOUTH DANCE TEAM

Summary Explanation/Background Information on Agenda Request:

N/A

Funding Source:

N/A

Recommended Action:

Enjoy!

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 7/12/2021

Prepared by: Ryanne Cavo

Title of Item:

THE 120TH BIRTHDAY OF THE GEO W. PARKS GENERAL MERCHANDISE STRUCTURE,
A/K/A STUART FEED & SUPPLY STORE AND STUART HERITAGE MUSEUM - JULY 19, 1901
- JULY 19, 2021

Summary Explanation/Background Information on Agenda Request:

Geo. W. Parks General Merchandise was constructed by George Washington Parks in 1901, when Stuart (originally named Potsdam) was within the Dade County boundary. It is one of few remaining examples of Dade County Pine Frame Vernacular commercial architecture in Florida and is the pioneer-built historic anchor for downtown Stuart.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

Description	Upload Date	Type
□ Proclamation - 120th Birthday of the Geo W. Parks General Merchandise Structure (a/k/a Stuart Feed & Supply Store and Stuart Heritage Museum (7/19/01 - 7/19/21)	6/29/2021	Proclamation

**PROCLAMATION
CELEBRATING THE 120TH BIRTHDAY OF THE
GEO W. PARKS GENERAL MERCHANDISE STRUCTURE
(a/k/a STUART FEED & SUPPLY STORE and STUART HERITAGE MUSEUM)
JULY 19, 1901 - JULY 19, 2021**

WHEREAS, Geo. W. Parks General Merchandise was constructed by George Washington Parks in 1901, when Stuart (originally named Potsdam) was within the Dade County boundary. It is one of few remaining examples of Dade County Pine Frame Vernacular commercial architecture in Florida and is the pioneer-built historic anchor for downtown Stuart; and

WHEREAS, as the second store to operate in Stuart along the St. Lucie River, it opened as a grocery store in July of 1901 with the Parks residence on the second floor. It also served as the town's gathering hub and was known as the "popular People's store; and

WHEREAS, George W. Parks was a highly regarded proprietor and civic leader, serving as alderman and was elected Mayor of Stuart in 1918 and 1919. It was reported in 1920 that, "Stuart would not be Stuart without Mr. Parks"; and

WHEREAS, additions were made to enlarge the store in 1902, 1906 and 1913 – making the store four times the original size. The store has gone by many names throughout the years: Parks Brothers, Stuart Mercantile Company, Stuart Feed Store and Stuart Heritage Museum; and

WHEREAS, the store remained open for business until 1988, when the City of Stuart purchased the historic building. In addition to municipal expenditures for repairs and a new roof, the City was awarded several grants from the Division of Historical Resources for fire sprinklers, structural restoration and stabilization of the building for adaptive use by the Stuart Heritage Museum; and

WHEREAS, Geo. W. Parks General Merchandise was the first structure to be listed on the Stuart Historic Register on December 4, 2018 and received a Certificate of Designation from the City of Stuart.

NOW, THEREFORE, I, EULA R. CLARKE, Mayor of the City of Stuart, Florida do hereby proclaim and celebrate July 19, 2021 as the:

**120TH BIRTHDAY OF THE
GEO W. PARKS GENERAL MERCHANDISE STRUCTURE
(a/k/a STUART FEED & SUPPLY STORE and STUART HERITAGE MUSEUM)**

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 12th day of July, 2021.

EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 7/12/2021

Prepared by: Ryanne Cavo

Title of Item:

100TH ANNIVERSARY OF THE TOMB OF THE UNKNOWN SOLDIER - NOVEMBER 11, 2021

Summary Explanation/Background Information on Agenda Request:

2021 marks the 100th Anniversary of the Tomb of the Unknown Soldier.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

Description	Upload Date	Type
□ Proclamation - 100th Anniversary of the Tomb of the Unknown Soldier - November 11, 2021	6/4/2021	Proclamation

PROCLAMATION
100th ANNIVERSARY OF THE TOMB OF THE UNKNOWN SOLDIER
NOVEMBER 11, 2021

WHEREAS, General of the Armies John Pershing requested that the United States Congress enact legislation to honor the fallen American service members who died in World War I; and

WHEREAS, The United States Congress established the Tomb of the Unknown Soldier in 1921 as the final resting place for the World War I Unknown Soldier; and

WHEREAS, the Tomb also contains three crypts with the remains of Unknown Soldiers representing World War II, the Korean War, and an empty crypt dedicated to honoring our nation's missing; and

WHEREAS, the Tomb of the Unknown Soldier is always guarded; and

WHEREAS, 2021 marks the 100th Anniversary of the Tomb of the Unknown Soldier.

NOW, THEREFORE, I, EULA R. CLARKE, Mayor of the City of Stuart, Florida do hereby proclaim November 11, 2021, as the:

100th ANNIVERSARY OF THE TOMB OF THE UNKNOWN SOLDIER

in the City of Stuart, Florida to honor and recognize the heroism of those who gave the last full measure of their lives to procure the blessings of liberty and freedom.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Stuart, Florida to be affixed this 12th day of July, 2021.

EULA R. CLARKE
MAYOR

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 7/12/2021

Prepared by: Ryanne Cavo

Title of Item:

TREASURE COAST WATERWAY CLEANUP WEEK - JULY 18-24, 2021

Summary Explanation/Background Information on Agenda Request:

The 14th Annual Treasure Coast Waterway Cleanup will be held on Saturday, July 24, 2021.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation.

ATTACHMENTS:

Description	Upload Date	Type
☐ Proclamation - Treasure Coast Waterway Cleanup Week (July 18-24, 2021)	5/19/2021	Proclamation

**PROCLAMATION
TREASURE COAST WATERWAY CLEANUP WEEK
JULY 18-24, 2021**

- WHEREAS,** the Marine Industries Association of the Treasure Coast, Inc. and the Florida Inland Navigation District (F.I.N.D.) are deeply concerned with keeping the Treasure Coast waterways clean for all to enjoy, and;
- WHEREAS,** since the beginning, over 9 tons of trash have been collected from approximately 125 miles of waterways, and;
- WHEREAS,** the 14th Annual Treasure Coast Waterway Cleanup will be held on Saturday, July 24, 2021, and;
- WHEREAS,** this event will attract over 1,000 volunteers, as well as numerous waterfront homeowner associations who will participate in cleaning the waterways of Martin, St. Lucie, and Indian River Counties. There will also be a virtual cleanup that allows volunteers to clean up on their own and report their progress online.

NOW, THEREFORE, I, EULA R. CLARKE, Mayor of the City of Stuart, Florida do hereby proclaim the week of July 18-24, 2021, as:

TREASURE COAST WATERWAY CLEANUP WEEK

in the City of Stuart, Florida and urges our citizens to volunteer and participate in this event.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 12th day of July, 2021.

EULA R. CLARKE
MAYOR

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

Meeting Date: 7/12/2021

Prepared by: R. Johnson

Title of Item:

SERVICE AWARDS - JULY 2021

Summary Explanation/Background Information on Agenda Request:

Joseph Calderone	Police	15 years
Karen Chambers-Cuffy	Human Resources	5 years

Funding Source:

General Fund

Recommended Action:

Present Awards

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

Meeting Date: 7/12/2021

Prepared by: Jan Foselli

Title of Item:

EMPLOYEE SPOTLIGHT - JULY 2021

Summary Explanation/Background Information on Agenda Request:

Recognize Bradley Howard for the Employee Spotlight for July, 2021.

Funding Source:

N/A

Recommended Action:

Recognize Bradley Howard for the Employee Spotlight for July, 2021.

ATTACHMENTS:

	Description	Upload Date	Type
▢	Bradley Howard, Employee Spotlight, July 2021	7/2/2021	Cover Memo

It is my pleasure to introduce Brad Howard as July's Employee Spotlight.

Born in St. Mary's hospital, Brad is a native Floridian who has always lived in the Sunshine State. He was raised in Palm Beach Gardens and attended school in Jupiter. Brad began working with the City of Stuart in October, 2020 in the Sanitation Department as a Sanitation Worker and quickly moved into an Equipment Operator position. His previous background driving large trucks and operating various pieces of equipment in the construction industry lends itself to his position as an Equipment Operator, and Brad has demonstrated how seriously he takes his job with a nearly flawless safety record. On his route, some of the more interesting items he has collected over the years, besides beds and furniture, are mopeds, jet skis and a hot tub! "I didn't think it would fit in the truck, but we made it work!" he chuckled. Brad does feel that many items can be donated instead of thrown out. "There's a lot of waste," he notes.

When not working, Brad is a true outdoorsman. He and his wife enjoy paddleboarding, kayaking, gardening and fishing. He used to ride motorcycles, but after 2 accidents, he switched to a bicycle and now they both enjoy cycling. One of their favorite spots to ride is Riverbend Park in Jupiter, where they see a variety of wildlife including deer and raccoons throughout the park. When not outdoors, Brad enjoys drawing and painting and is known for cooking wings with his own concoction of spices for flavor. Recently, Brad has discovered magnet fishing, where the angler ties a big magnet to a rope and throws it into the water. It's part ecological and part treasure hunting. "You never know what you will find," Brad said.

Brad is a self-proclaimed animal lover. He has stopped his truck to move turtles out of the road, lets the birds cross in front of him and even inherited a chihuahua, Bucket, who came to live with them a few years ago. She is a fun, energetic little dog, and they entered her in a chihuahua race for Cinco de Mayo, but unfortunately she wasn't the winner.

When asked what he likes about working for the City of Stuart, Brad replied how he loves to clean the city and allow the natural beauty of the area to show by keeping the City of Stuart looking beautiful.

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

Meeting Date: 7/12/2021

Prepared by: Mary Kindel, City Clerk

Title of Item:

HOME RULE HERO AWARD PRESENTED BY TREASURE COAST REGIONAL LEAGUE OF CITIES EXECUTIVE DIRECTOR, PATRICIA CHRISTENSEN

Summary Explanation/Background Information on Agenda Request:

TCRLC Executive Director, Patricia Christensen, representing the TCCLG will provide a brief presentation on Home Rule and present the Home Rule Hero Award to one of our very own Commissioners!

Funding Source:

N/A

Recommended Action:

N/A

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 7/12/2021

Prepared by: Mary Kindel, City Clerk

Title of Item:

APPROVAL OF 06/28/2021 SCM BUDGET WORKSHOP #1 and 06/28/2021 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
▢	6/28/2021 SCM Budget Workshop #1 Minutes	7/6/2021	Attachment
▢	6/28/2021 CCM Minutes	7/6/2021	Attachment

**MINUTES
SPECIAL MEETING OF THE STUART CITY COMMISSION
HELD JUNE 28, 2021 AT 4:30 PM
COMMISSION CHAMBERS – BUDGET WORKSHOP #1
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 Captain Heather Rothe



4:30 PM ROLL CALL

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

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. FISCAL YEAR 2022 BUDGET WORKSHOP #1

Joly Boglioli, Finance Director presented the budget presentation.

Commission Meier asked about previous Tiff millage rates.

Joly confirmed how the tax increase is calculated.

Discussion occurred about liability insurance options and the new minimum wage timeline.

Expansion of fire service was discussed amongst the Commission. The City Manager addressed that they are looking to add an additional service location.

Commissioner McDonald asked for clarification of the ad velorum tax for new construction and fire assessment funds.

Discussion regarding delays of the Property Appraiser updating their records occurred.

Commissioner Meier asked for clarification on the fire assessment budget.

The City Manager confirmed that the next Budget Workshop will occur on the second meeting of July.

APPROVAL OF AGENDA



5:16 PM MOTION: I will make a motion to approve.

MOVED BY: Commissioner Meier

SECOND BY: Commissioner McDonald

Motion passed unanimously.

COMMENTS FROM THE PUBLIC (3 Minutes Max)



5:17 PM ADJOURNMENT

Mary R. Kindel, City Clerk

Eula R. Clarke, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 12th day of July, 2021.**

MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
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

SERGEANT AT ARMS: Police Captain Heather Rothe



5:32 PM ROLL CALL

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

PLEDGE OF ALLEGIANCE



5:33 PM COMMENTS BY CITY COMMISSIONERS

Commissioner Troy McDonald

- Wished everyone a happy Fourth of July.
- Requested a random voting order, instead of the Mayor always going last.

Attorney Mike Mortell clarified the Roberts Rules of Order.

Commissioner Mike Meier

- Praying for those involved in the construction tragedy down south.
- Commented about impact fee and requested staff bring impact fees forward to the Commission for discussion.

David Dyess clarified that Kev Freeman has been tasked to do another impact fee study. There was a brief discussion on impact fees.

Commissioner Merritt Matheson

- Wished the community a happy Fourth of July.
- Gave an update on Lake Okeechobee discharges and flow schedule meetings.

Mayor Eula Clarke

- Commented on a meeting she had at the 10th Street Community Center regarding safety.
- Thanked the Public Works Department for their work with Moore's Cemetery.
- Addressed questions she has had regarding lawsuits against the city and requested Attorney Mortell to give the Commission an update on any pending lawsuits.

Attorney Mike Mortell clarified the pending lawsuit process.

- Commented on inclusionary zoning in East Stuart and requested staff have public outreach regarding the issue.
- Congratulated the Stuart Feed Store on their anniversary and applauded the Business Development Board.

COMMENTS BY CITY MANAGER

City Manager David Dyess

- Gave an update on Shepard's Park timeline.
- Regional Planning council contacted the City to assist in being the liaison and conduct the East Stuart Zoning project.
- Discussed about the Avonlea drainage project.

APPROVAL OF AGENDA



5:54 PM MOTION: Agenda approval.

MOVED BY: Commissioner McDonald

SECOND BY: Commissioner Meier

Motion passed unanimously.

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

1. Walter Loyd - SW Cabana Point Cir.; Spoke about County annexations and his concerns with the current process and community's impact when brought before the commission.
2. Amy Pritchett - SE Horseshoe Point Rd.; Commented on the article that was written by Maggie Hurchalla regarding impact fees. She also voiced her concerns about sales tax increases. Wished a Happy 4th of July to everyone and to keep your pets safe.
3. Gail Goldy - NW 12th Terrace.; Spoke about Costco and her concerns about the wetlands on the property.

4. Dru Simeone - SE Marsh Fern Ln.; Voiced her concerns about traffic, over development, out of state developers and the proposed Costco development. She suggested a halt on new developments and urged new developments use existing vacant buildings.
5. Linda Kay Richards - SW Cabana Point Cir.; Voiced her concerns about the wetlands on the proposed Costco site.
6. Sarah Merker – Florida.; Commented on the proposed Costco project and shared her concerns about Costco as a business.
7. Caryn Hall - SE Palm City Road.; Said that she is concerned about the Administration and it having no oversight. Suggested there should be a special committee meeting about lawsuits that are opened.
8. Gwendolyn Hall-Brinkley - SW Majorca Ave.; Asked for clarification of the Treasure Coast Regional Planning Council being a representative for the City to discuss housing with East Stuart.

CONSENT CALENDAR

1. APPROVAL OF 6/14/2021 CCM MINUTES.
2. KANNER HWY WATERMAIN REPLACEMENT - FDOT AGREEMENT:

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:

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 LOW EST, 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:

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:

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



6:15 PM MOTION: Move for approval.

MOVED BY: Commissioner McDonald

SECOND BY: Vice Mayor Mathenson

Motion passed unanimously.

COMMISSION ACTION

6. APPOINT VOTING DELEGATE TO FLORIDA LEAGUE OF CITIES



6:16 PM MOTION: Madam Mayor I'll move to appoint Commissioner Meier as our Delegate since he is our League of Cities appointee.

MOVED BY: Commissioner McDonald

SECOND BY: Commissioner Brunner

Motion passed unanimously.

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

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.

MOTION: I'll make a motion to approve Resolution No. 65-2021.

MOVED BY: Vice Mayor Matheson
SECOND BY: Commissioner Meier
Motion passed unanimously.

ORDINANCE SECOND READING



6:21 PM ORDINANCE FIRST READING

8. AMENDING QUASI-JUDICIAL PROCEEDINGS:

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.

Mayor Clarke requested a new format for Quasi-Judicial hearings include a time restraint for presentations.

Attorney Mortell suggested applying a time limit on a case by case basis.

Discussion continued about setting a potential time limit on presentations and the language for an intervenor.

Public Comment:

1. Caryn Hall - SE Palm City Road.; Asked for clarification on the case law.
2. Helen McBride – SE Flamingo Ave.; Requested limiting time for the intervenor and commented on the Costco project.
3. Walter Loyd - SW Cabana Point Cir.; Commented on an intervenor working more closely with staff for a better understanding of the project being discussed.
4. Amy Pritchett - SE Horseshoe Point Rd.; Commented on the amount of people who were not able to give public comment regarding Costco based on how long the meeting was.
5. Linda Kay Richards - SW Cabana Point Cir.; Addressed the concerns that she could be denied being an intervenor based on application restrictions. She requested allowing public comment before the presentations.

Attorney Mortell read the current case law for Quasi-Judicial hearings regarding intervenors.

Discussion continued about changing the language and processes.

Mayor Clarke suggested a cheat sheet for intervenors when they apply.

Attorney Mortell clarified why that might put the city at risk as a future liability.

6. Walter Loyd - SW Cabana Point Cir.; suggested a cheat sheet but a disclaimer that protects the city.

Mayor Clarke suggested having the public meet privately with each commissioner instead of waiting to speak for three minutes at the next meeting.



6:22 PM MOTION: Approve Ordinance No. 2467-2021.



6:35 PM AMMENDED MOTION: Approve with the following edits.

Edit 11 – does any member of the public wish to make a comment.

Edit 12 – add: (no new evidence is permitted).

Edit 13 – add: Mayor request the commission to deliberate and come up with a motion.

Edit page 6 of Ordinance b & c flipped

MOVED BY: Commissioner Meier

SECOND BY: Vice Mayor Matheson

Motion passed unanimously.  7:11 PM



7:13 PM

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

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.

Kev Freeman, Development Director provided a brief presentation.

Commissioner Meier asked for confirmation about future wetland buffers. Expressed concerns about sea level rise and flooding.



7:24 PM

Karen Johnson, the applicant presented renderings to the Commission.

Commissioner Meier said that he would prefer to move it forward to reduce impact to wetlands as a general principle. The commission and staff further discussed the location of the house on the property and the footprint.

Vice Mayor Matheson said he supported preserving the wetlands, going back to the 25 and keeping the 10-foot construction buffer.

Discussion occurred with the applicant about the proposed footprint and legal liabilities.

Attorney Mortell stated we were not setting a precedent; Commission follows the code and the law. Attorney Mortell continued to clarify the law.

Commissioner Meier stated that he is willing to entertain the 25-foot and waiving the 10-foot. Wants assurance that this project will get flipped.

 **7:41 PM MOTION: I believe she will do the right thing so I will make a motion for approval. Used for a single-family home only, with condition that footprint is accommodated in current variance.**

MOVED BY: Becky Bruner

SECOND BY: Troy McDonald

Motion passed unanimously.

DISCUSSION AND DELIBERATION

Erin Wohlitka was introduced as the City's new Senior Planner.

 **7:46 PM ADJOURNMENT**

Mary R. Kindel, City Clerk

Eula R. Clarke, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 12th day of July, 2021.**

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 7/12/2021

Prepared by: Mary Kindel, City Clerk

Title of Item:

LOCAL PLANNING AGENCY (LPA) ADVISORY BOARD APPOINTMENT (RC)

Summary Explanation/Background Information on Agenda Request:

Board Member, Christina de la Vega resigned on May 26, 2021 due to moving out of state, therefore, creating a vacancy on the Local Planning Agency (LPA). Commissioner Liaison, Merritt Matheson selected Mr. Campbell Rich as his appointee for the Board.

Funding Source:

N/A

Recommended Action:

Motion to appoint Mr. Campbell Rich to the LPA Advisory Board.

ATTACHMENTS:

Description	Upload Date	Type
□ LPA Application - Campbell Rich	7/5/2021	Attachment

Board Application

Full Name	Campbell Rich
Present Occupation	Retired
Contact Phone	772-631-9547
Email Address	campbellrich@me.com
Street Address	100 SE Flamingo Ave
City, State, Zip	Stuart, FL 34996
Membership in Community Organizations or Professional Groups	US Sailing Center of Martin County Foundation
List Former Advisory Board(s) Affiliations	Member of City of Stuart LPA 2019-2020
Comments	<i>Field not completed.</i>
Indicate Board You Would Like to be Considered For	Local Planning Agency
The Florida Department of State requires that the City report the number of minority appointments made during the year. (Section 760.80, Florida Statutes)	
Gender	Male
Race	Caucasian
Disability	Not Known

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 7/12/2021

Prepared by: David Dyess, City Manager

Title of Item:

APPOINT BOUNDARY ADVISORY COMMITTEE REPRESENTATIVE (RC)

Summary Explanation/Background Information on Agenda Request:

On June 15th the Martin County School Board Members asked for the creation of the state required Boundary Advisory Committee (BAC). The BAC facilitates input from District staff, parents, and community members for the development of student demographics, expansion due to growth, and site selection. The BAC also provides a recommendation to the School Board regarding suggested school site boundaries and the appropriate feeder patterns.

City of Stuart is one of the entities that requires one representative to be on the BAC. I wanted to determine if a commissioner would like to take the representative spot.

Funding Source:

N/A

Recommended Action:

Motion to appoint a specific commissioner as the BAC representative.

or

Motion to direct city manager to appoint a staff member as the BAC representative.

ATTACHMENTS:

Description	Upload Date	Type
□ Letter From School District	7/2/2021	Backup Material

Dr. Ginger Featherstone, Deputy Superintendent
THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

1939 SE Federal Highway • Stuart, FL 34994 • Phone (772)219-1200 Ext. 30248



June 28, 2021

City of Stuart
ATT: David Dyess
121 SW Flagler Avenue
Stuart, FL 34994

Re: Selection of MCSD Boundary Advisory Committee Representative

Per the guidance given by our School Board Members at the June 15, 2021 School Board Meeting, the Martin County School District is in the process of creating the state-required Boundary Advisory Committee (BAC). The BAC facilitates input from District staff, parents, and community members for the development of student demographics, expansion due to growth, and site selection. The BAC also provides a recommendation to the School Board regarding suggested school site boundaries and the appropriate feeder patterns.

The BAC is comprised of the following members:

- Superintendent or designee (ex officio)
- School Board Member (ex officio)
- Director of Facilities (ex officio)
- Five (5) School Board appointees, one by each member
- Four (4) Superintendent appointees
- One (1) County Commission representative
- One (1) City of Stuart representative
- One (1) representative of Martin County Realtors Association
- One (1) representative of Martin County Taxpayers Association
- One (1) representative of Martin County Council of Chambers

RECEIVED

JUL 01 2021

CITY OF STUART-CITY MGR.

The tasks for the committee include: reviewing student data, countywide population trends and growth patterns, providing recommendations regarding new school facilities in accordance with School Board Policy 7100, recommending appropriate concurrency service areas and site boundaries with consideration given to age and appropriate feeder patterns, fulfilling any additional roles as assigned by the Superintendent or School Board Member, and making all decisions with consideration given to the needs of the entire county.

The BAC is scheduled to begin meeting in August. As such, please select your representative and submit their name to my office by **July 19, 2021**. Dates are to be determined at our first meeting: **August 18, 2021 at 5:00 PM** at the Stuart Learning Center located at 1050 SE 10th Street, Stuart, FL 34996. If you have any questions, please do not hesitate to contact my office or the Superintendent.

With appreciation,

A handwritten signature in blue ink, appearing to read "Ginger Featherstone".

Ginger Featherstone, PhD

EDUCATE ALL STUDENTS FOR SUCCESS

Dr. John D. Millay, Superintendent

School Board Members: Tony Anderson • Victoria Defenthaler • Michael DiTerlizzi • Marsha Powers • Christia Li Roberts

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 7/12/2021

Prepared by: Janine Wilde, U & E Administrative Coordinator

Title of Item:

TRESSLER DRIVE WATER QUALITY IMPROVEMENT PROJECT - IRL COST-SHARE AGREEMENT (RC):

RESOLUTION No. 66-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A COST-SHARE AGREEMENT FOR THE TRESSLER DRIVE WATER QUALITY IMPROVEMENT PROJECT WITH THE INDIAN RIVER LAGOON (IRL) COUNCIL; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The waters of the state of Florida are among its basic resources, and the Indian River Lagoon (IRL) Council has been authorized by the United States Environmental Protection Agency to be the local sponsor for the Indian River Lagoon National Estuary Program. Pursuant to the IRL Council Interlocal Agreement, the IRL Council is responsible for managing the Indian River Lagoon National Estuary Program. The Council has determined that providing cost-share funding in the amount of \$80,000 to the City of Stuart for the purposes of the Tressler Drive Water Quality Improvement Project will benefit the management of the water resources of the Indian River Lagoon.

The Tressler Drive Water Quality Improvement Project will redirect stormwater runoff to a treatment train, where a baffle box will provide nutrient and sediment removal. The baffle box will discharge to a bioswale, which will provide retention and removal of additional nutrients and sediment prior to discharge to Poppleton Creek and ultimately to the St. Lucie River. It is estimated that 40.92 pounds per year of Total Nitrogen (TN) and 7.67 pounds per year of Total Phosphorus (TP) will be kept from entering the lagoon.

Funding Source:

Project has been budgeted for FY22 in the amount of \$190,000. \$80,000 will be reimbursed by IRL and the remaining \$110,000 will be funded through the City's Stormwater Enterprise Fund.

Recommended Action:

Move approval of Resolution No. 66-2021

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution No. 66-2021	7/1/2021	Resolution add to Y drive
☐ Tressler Drive - IRL Cost-Share Agreement	7/1/2021	Attachment



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

RESOLUTION NUMBER 66-2021

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA, AUTHORIZING THE
MAYOR TO EXECUTE A COST-SHARE AGREEMENT
FOR THE TRESSLER DRIVE WATER QUALITY
IMPROVEMENT PROJECT WITH THE INDIAN RIVER
LAGOON (IRL) COUNCIL; PROVIDING AN EFFECTIVE
DATE, AND FOR OTHER PURPOSES.**

* * * * *

WHEREAS, the Indian River Lagoon (IRL) Council provides cost-share funding to Recipients for the purposes provided for herein which will benefit the management of the water resources of the Indian River Lagoon.

WHEREAS, the proposed Tressler Drive Water Quality Improvement Project will align with the IRLNEP's "One Lagoon - One Community- One Voice" mission.

WHEREAS, the City of Stuart continues to implement strategies to improve the quality of runoff entering the St. Lucie River to advance toward BMAP goals and improving the water quality of the St. Lucie River and Estuary.

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

SECTION 1: The Mayor is hereby authorized and directed to execute an Indian River Lagoon (IRL) Council Cost-Share Agreement for the Tressler Drive Water Quality Improvement Project.

SECTION 2: This resolution shall take effect on adoption.

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED this 12th day of July, 2021.

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

**AGENCY COST-SHARE AGREEMENT BY AND BETWEEN THE
IRL COUNCIL AND CITY OF STUART, FLORIDA FOR
THE TRESSLER DRIVE WATER QUALITY IMPROVEMENT PROJECT**

THIS AGREEMENT ("Agreement") is entered into between the IRL COUNCIL ("Council"), whose address is 1235 Main Street, Sebastian, Florida 32958, and the CITY OF STUART, whose address is 121 SW Flagler Avenue, Stuart, Florida 34994 ("Recipient"). All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and the Council has been authorized by the United States Environmental Protection Agency to be the local sponsor for the Indian River Lagoon National Estuary Program.

Pursuant to the IRL Council Interlocal Agreement, the Council is responsible for managing the Indian River Lagoon National Estuary Program.

The Council has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the management of the water resources of the Indian River Lagoon.

The parties have agreed to jointly fund the following project to benefit the water resources in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter "the Project"):

Project description: This project will redirect stormwater runoff to a treatment train, where a 2nd Generation Baffle Box will provide nutrient and sediment removal. The baffle box will discharge to a Bioswale, which will provide retention with filter media, removing additional nutrients and sediment prior to discharge to Poppleton Creek and ultimately to the St. Lucie River. It is estimated that 40.92 pounds per year of TN and 7.67 pounds per year of TP will be kept from entering the lagoon.

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A- Statement of Work; and (3) other attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM; WITHDRAWAL OF OFFER

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2022 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Recipient shall commence performance on October 1, 2021 and shall complete performance in accordance with the time for completion stated in the Statement of Work. Time is of the essence for every aspect of this Agreement, including any time extensions. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.

- (b) This Agreement constitutes an offer until authorized, signed and returned to the Council by Recipient. This offer terminates forty-five (45) days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the Council's Project Manager, stating the reason(s) therefor. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The Council's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the Council will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the Council arising from or by reason of this Agreement.
3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the Council does not assert an ownership interest in any of the deliverables under this Agreement.
4. **AMOUNT OF FUNDING**
- (a) **Compensation.** For satisfactory completion of the Project, the Council shall pay Recipient approximately fifty percent (50%) of the total cost of the Project, but in no event shall the Council cost-share exceed \$80,000. The Council cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the Council's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (b) **In-Kind Services.** Recipient agrees to provide \$80,000 in the form of cash and/or in-kind services for the Project, as further described in the Statement of Work, which shall count toward Recipient's total cost-share obligation of \$80,000.
5. **PAYMENT OF INVOICES**
- (a) **Submission of Invoices.** Recipient shall submit one invoice upon successful completion of the Project by one of the following two methods: (1) by mail to the IRL Council, 1235 Main Street, Sebastian, Florida 32958, or (2) by e-mail to kolodny@irlcouncil.org. The invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. It shall include a copy of contractor and supplier invoices to Recipient and proof of payment. For all approved expenses incurred on or after October 1, 2021, Recipient shall be reimbursed for approximately fifty percent (50%) of approved costs or the not-to-exceed sum of \$80,000, whichever is less. The Council shall not withhold any retainage from this reimbursement. If necessary, for audit purposes, Recipient shall provide additional supporting information as required to document invoices.

- (b) **End of Council Fiscal Year Reporting.** The Council's fiscal year ends on September 30. Irrespective of the invoicing frequency, the Council is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the Council's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of 10 percent of the invoice. This penalty may be waived by the Council, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.**
- (d) **Invoice Requirements.** All invoices shall include the following information: (1) Council contract number; (2) Council encumbrance number; (3) Recipient's name and address (include remit address, if necessary); (4) Recipient's invoice number and date of invoice; (5) Council Project Manager; (6) Recipient's Project Manager; (7) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (8) Progress Report (if required). Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost that is borne by Recipient.
- (f) **Payments withheld.** The Council may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the Council from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the Council must budget the amount of funds that will be expended during each fiscal year as accurately as

possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the Council's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the Council to receive this request is August 1 of the then-current fiscal year. The Council may in its sole discretion prepare a Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers and employees. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the State of Florida, nor as a waiver of sovereign immunity of the State of Florida beyond the waiver provided for in Section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations, which may include participation in a self-insurance program.
7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) revenues appropriated by the Council's Board of Directors; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the Council's Board of Directors for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the Council shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the Council may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.
8. **PROJECT MANAGEMENT**
 - (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

COUNCIL

Daniel Kolodny, Project Manager
IRL Council
1235 Main Street
Sebastian, FL 32958
(772) 216-7148
E-mail: kolodny@irlcouncil.org

RECIPIENT

Timothy Voelker, P.E., Director, Utilities
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
(772) 288-5332
E-mail: tvoelker@ci.stuart.fl.us

- (b) The Council's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating Council policies and decisions regarding all matters pertinent to performance of the Project. The Council's Project Manager may also issue a Council Supplemental Instruction (CSI) form, Attachment B, to authorize minor adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the CSI. A CSI may not be used to change the Total Compensation, quantity, quality, or the Completion Date of the Work, or to change or modify the Agreement.

9. **PROGRESS REPORTS AND PERFORMANCE MONITORING**

- (a) **Progress Reports.** Recipient shall provide to the Council Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by Council's Project Manager and Recipient, and may include emails, memos, and letters.
- (b) **Performance Monitoring.** For as long as the Project is operational, the Council shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the Council any data that is requested pertaining to performance of the Project.

10. **TERMINATION.** The IRL Council may terminate this Agreement without cause upon 10 days written notice. In such event Recipient shall be compensated for all Work performed in accordance with this Agreement to the effective date of termination. If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the Council shall provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have thirty (30) days to cure the breach. If Recipient fails to cure the breach within the thirty (30) day period, the Council shall issue a Termination for Default Notice and this Agreement shall be terminated upon receipt of said notice. In such event, Recipient shall refund to the Council all funds provided to Recipient pursuant to this Agreement within thirty (30) days of such termination. The Council may also terminate this Agreement upon ten (10) days written notice in the event any of material misrepresentations in the Project Proposal.

ADDITIONAL PROVISIONS (Alphabetical)

11. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the Council's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the Council and any of Recipient's contractors or subcontractors.

12. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS**

- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the Council, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the Council shall have access to and the right

to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.

- (b) **Repayment of Funds.** Council funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the Council finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the Council for the same purpose; and/or (4) Recipient has received more than one hundred percent (100%) contributions through cumulative public agency cost-share funding.
 - (c) **Florida Inspectors General.** It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.
- 13. **CIVIL RIGHTS.** Pursuant to Chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
 - 14. **COMMUNICATION AND ACKNOWLEDGEMENT OF FUNDING:** As a granting agency, the Council achieves its mission through partnerships with state agencies, local governments, community organizations, and others. The Council requires Recipient to acknowledge the Council when describing this project or program funded in whole or in part with Council funds in any of the following products: (1) press releases, speaking engagements, and other public statements; (2) publications and other documents; (3) websites; (4) visual presentations; (5) resource guides/toolkits; (6) bid solicitations and/or; (7) social media.
 - 15. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the Council's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the Council's General Counsel, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the Council and shall then be subject to judicial review upon completion of the Project.
 - 16. **DIVERSITY REPORTING.** The Council is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The Council will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
 - 17. **ENTIRETY OF CONTRACTUAL AGREEMENT; AMENDMENT.** The Council and the Recipient agree that this Agreement (including all exhibits, attachments, etc.) sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated in these documents. None of the provisions, terms and conditions contained in this

Agreement may be added to, modified or otherwise altered, except by written instrument executed by the parties hereto.

18. **E-VERIFY.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Recipient shall:
- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 - (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
 - (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement;
 - (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
 - (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
 - (f) Be aware that if the Council terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Recipient may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Recipient as a result of the termination of the Agreement.
19. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL; REMEDY.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Indian River County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and **WAIVE THE RIGHT TO JURY TRIAL**; (4) no remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
20. **INDEPENDENT ENTITIES.** The parties to this Agreement, their employees and agents, are independent entities and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent entities during and after the term of this Agreement. Recipient is not a contractor of the Council. The Council is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health insurance, and tax laws pertaining to Recipient, its officers, agents, and

employees.

21. **INTEREST OF RECIPIENT.** Recipient certifies that no officer, agent, or employee of the Council has any material interest, as defined in Chapter 112, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
22. **NON-LOBBYING.** Pursuant to Section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the Council under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
23. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
24. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
25. **PUBLIC RECORDS.**
 - (a) Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the Council's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
 - (b) **IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNCIL'S CUSTODIAN OF PUBLIC RECORDS AT (772) 216-7148, KOLODNY@IRLCOUNCIL.ORG, 1235 MAIN STREET, SEBASTIAN, FLORIDA 32958.**
 - (c) Recipient shall keep and maintain public records required by the Council to perform the Project.

- (d) Upon request from the Council's custodian of public records, Recipient shall provide the Council with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law.
- (e) Recipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Council.
- (f) Upon completion of the contract, Recipient may transfer, at no cost, to the Council all public records in possession of the Recipient or keep and maintain public records required by the Council to perform the service. If the Recipient transfers all public records to the Council upon completion of the contract, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the contract, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council, upon request from the Council's custodian of public records, in a format that is compatible with the information technology systems of the Council.

26. ROYALTIES AND PATENTS. Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the Council harmless from loss to the extent allowed by Florida law.

27. SEVERABILITY; SURVIVABILITY; WAIVER

- (a) If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.
- (b) Any provision of the Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of the Agreement shall survive its expiration or earlier termination.
- (c) Failure of either party to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

IN WITNESS WHEREOF, the Parties have executed on the day and year written below. This Agreement may be executed in separate counterparts, which shall not affect its validity.

IRL COUNCIL

CITY OF STUART

By: _____
Duane E. De Freese, Ph.D., Executive Director

By: _____

Date: _____

Name, Title and Date

Approved as to form and legal sufficiency

Glen J. Torcivia, IRL Council General Counsel

Attest: _____

Name and Title

ATTACHMENTS

Attachment A – Statement of Work
Attachment B – Council Supplemental Instruction Form

Cost-share: Agency general
Last updated: 3-16-20

ATTACHMENT A – STATEMENT OF WORK

I. PROJECT TITLE:

Tressler Drive Water Quality Improvement Project

II. INTRODUCTION/BACKGROUND:

The project is in the City of Stuart, Florida in the Poppleton Creek drainage basin. Stormwater runoff from a 13.7-acre urban residential development currently discharges directly to Poppleton Creek. This project proposes to construct a 2nd generation baffle box and bioswale to treat runoff prior to discharge. The project will remove nutrients and sediment and provide stormwater retention and is important for the City to continue progress towards BMAP requirements for the St. Lucie River.

III. PROJECT VALUE PROPOSITION STATEMENT:

The improvements will remove 40.92 pounds per year of TN, 7.67 pounds per year of TP, and 502.72 pounds per year of TSS from untreated stormwater prior to discharge to Poppleton Creek, and ultimately to the St. Lucie River.

IV. LOCATION OF PROJECT:

Located in Stuart, Florida within the Poppleton Creek drainage basin. Latitude 27°11'10.20"N, Longitude 80°15'1.52"W.

V. SCOPE OF WORK (Outputs/Deliverables):

Outputs include:

- Construction of a 2nd generation baffle box and bioswale to treat runoff into Poppleton creek.
- Public Education about the benefits of the project through signage at the project location, website materials, and social media posts.

VI. PROJECT TASK IDENTIFICATION:

Task 1. Bidding. The City of Stuart will bid the permitted design drawings for the bioswale construction, baffle box installation, and associated restoration. A contractor will be selected, and the City will execute a contract with the contractor. A copy of the bid documents, construction drawings, technical specifications, and the notice to proceed will be provided.

Task 2. Construction. The project proposes to construct a 2nd generation baffle box and bioswale to treat runoff prior to discharge. All improvements will be constructed according to the approved construction drawings and technical specifications. As built drawings will be provided at the completion of construction.

Task 3. Education. The City will post signage at the project site showing the project concept plan during construction. The City will also include a new project summary on the City's website and social media sharing the project benefits at the completion of the project.

Task 4. Quarterly Reports. The City will submit quarterly reports updating the Indian River Lagoon Council on the progress for the project.

Task 5. Final Report. The City will submit a final report at the completion of the project. The final report is intended to capture a brief summary of the project, financial summary of the actual grant and match expenditures, and include construction photos

VII. TIME FRAMES and DELIVERABLES:

Task 1: Bid Documents, Construction drawings and technical specs, notice to proceed letter

Due: February 1, 2022

Task 2: As-builts

Due: June 1, 2022

Task 3: Photo of project signage, copy of website literature and social media posts.

Due: July 31, 2022

Task 4: Quarterly Reports that include Council's Quarterly Report Summary Cover Page.

Due: January 31, 2022; April 30, 2022; July 31, 2022.

Task 5: Final Report that includes Council's Final Report Cover Page

Due: September 30, 2022.

VIII. BUDGET:

Task line Item	Deliverable	IRLNEP Funding Amount	Cost Share Funding Amount	Cost Share Funding Source (In-kind or Cash)
1	Bidding	\$0	\$3,000	City (Cash)
2	Construction of Improvements	\$80,000	\$70,000	City (Cash)
3	Education	\$0	\$3,000	City (Cash and In-Kind)
4	Quarterly Reports	\$0	\$0	
5	Final Report	\$0	\$4,000	City (Cash)
	Summary Cost	\$80,000	\$80,000	
	Project total cost	\$160,000		

ATTACHMENT B — COUNCIL’S SUPPLEMENTAL INSTRUCTIONS (sample)
COUNCIL SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: _____, Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the work as consistent with the Contract Documents and return to the Council’s Project Manager.

1. CONTRACTOR’S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: _____.

Contractor’s approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Contractor agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
_____, Council Project Manager

Acknowledged: _____ Date: _____
_____, Council Contracts Administrator

cc: Contract/Purchasing file

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 7/12/2021

Prepared by: jchrulski

Title of Item:

AUTHORIZE CITY MANAGER TO SIGN A FDOT FORM FOR A ROAD CLOSURE - VNA CHRISTMAS PARADE (RC):

RESOLUTION No. 67-2021; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A ROAD CLOSURE FOR THE ANNUAL VISITING NURSE ASSOCIATION'S STUART CHRISTMAS PARADE DECEMBER 3, 2021, STARTING FROM S. E. MONTEREY ROAD TRAVELING WEST ON S.E. OCEAN BLVD. TO CONFUSION CORNER INTERSECTION AND AUTHORIZING THE CITY MANAGER OF THE CITY OF STUART TO SIGN THE FLORIDA DEPARTMENT OF TRANSPORTATION TEMPORARY CLOSING OF STATE ROAD PERMIT. PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Authorizing the City Manager to execute a request form to the Florida Department of Transportation seeking approval of a road closure for the "2021 Visiting Nurse Association Christmas Parade" from Friday, December 3rd, along S.E. Ocean Blvd. from Monterey Road to Confusion Corner Intersection subject to the approval of the Florida Department of Transportation.

Funding Source:

N/A

Recommended Action:

Approve Resolution No. 67-2021.

ATTACHMENTS:

Description	Upload Date	Type
☐ R67-2021 Approving a road closure for the VNA Christmas Parade	7/6/2021	Ordinance add to Y drive
☐ Attachment A - FDOT Road Closure Application	7/6/2021	Attachment
☐ VNA Christmas Parade Flier	7/6/2021	Attachment



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

RESOLUTION NUMBER 67-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, APPROVING A ROAD CLOSURE FOR THE ANNUAL VISITING NURSE ASSOCIATION'S STUART CHRISTMAS PARADE DECEMBER 3, 2021, STARTING FROM S. E. MONTEREY ROAD TRAVELING WEST ON S.E. OCEAN BLVD. TO CONFUSION CORNER INTERSECTION AND AUTHORIZING THE CITY MANAGER OF THE CITY OF STUART TO SIGN THE FLORIDA DEPARTMENT OF TRANSPORTATION TEMPORARY CLOSING OF STATE ROAD PERMIT. PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the Visiting Nurses Association has over 40 years of experience of providing health care in patient's homes with skilled nursing, physical therapy, occupational therapy, speech therapy, dietetics services and home health aides; and

WHEREAS, the Visiting Nurse Association produces the Stuart Christmas Parade for the City of Stuart and the residents of Martin County. and

WHEREAS, the City Commission of the City of Stuart recognizes the Visiting Nurse Association as one of its large-scale traditional community events and is resolved to provide a road closure for the period mentioned herein as sufficient time and space allocation to safely and efficiently conduct the event.

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

SECTION 1: The City Manager is hereby authorized to execute a request form to the Florida Department of Transportation seeking approval of a road closure for the “2021 Visiting Nurse Association Christmas Parade” from Friday, December 3rd, along S.E. Ocean Blvd. from Monterey Road to Confusion Corner Intersection subject to the approval of the Florida Department of Transportation. A copy of the letter requesting city approval is attached hereto as “Attachment A.”

SECTION 2: 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
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2021.

ATTEST:

MARY R. KINDEL
CITY CLERK

EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

TEMPORARY CLOSING OF STATE ROAD PERMIT

Date: _____

Permit No. _____

Governmental Entity

Approving Local Government City of Stuart Contact Person David Dyess- City Manager
 Telephone 772 288 5312 Email sdmerson@ci.stuart.fl.us ; mleggett@ci.stuart.fl.us
ddyess@ci.stuart.fl.us

Organization Requesting Special Event

Name of Organization Visiting Nurse Association of Florida Contact Person Ashley Rukeyser
 Telephone 772 286 1844 ext 1012 Email Ashley.Rukeyser@vnaflorida.org

Description of Special Event

Event Title Stuart Christmas Parade Date of Event Dec. 3, 2021
 Start Time 3:30 pm (EST) End Time 10:30 pm (EDT)
 Event Route (attach map) _____

 Detour Route (attach map) _____

Law Enforcement Agency Responsible for Traffic Control

Name of Agency City of Stuart Police Department

US Coast Guard Approval for Controlling Movable Bridge

Not Applicable ☒

Copy of USCG Approval Letter Attached ☐

Bridge Location _____

The Permittee will assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise of this event.

The Permittee shall be responsible to maintain the portion of the state road it occupies for the duration of this event, free of litter and providing a safe environment to the public.

Signatures of Authorization

Event Coordinator Jennifer Crow, VNA CEO Signature [Signature] Date 06/10/21
 Law Enforcement Name/Title CHIEF OF POLICE Joseph Tanninelli Signature [Signature] Date 6/10/21
 Government Official Name/Title David Dyess / City Manager Signature _____ Date _____

FDOT Special Conditions

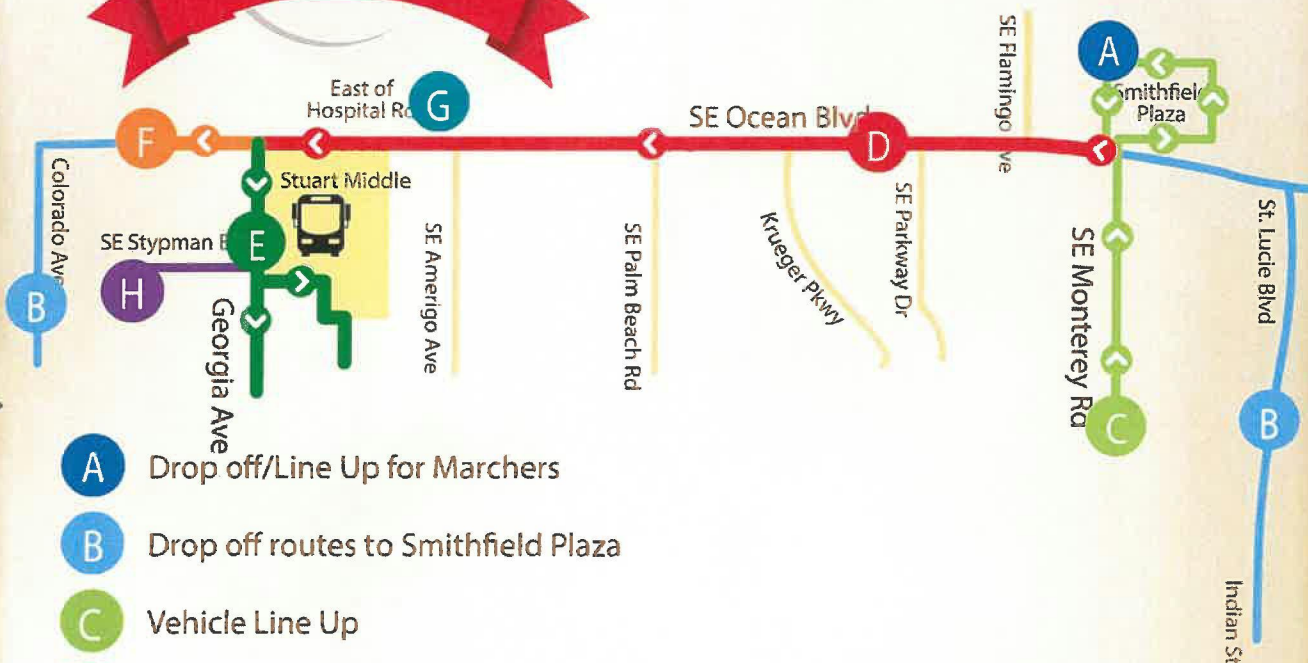
When staging area is clear of parade vehicles MOT needs to be removed from area in a safe manner.

FDOT Authorization

Name/Title Paul Brage Signature _____ Date _____

60TH ANNUAL
VISITING NURSE ASSOCIATION
PRESENTS *Stuart*
CHRISTMAS
parade
2021

**PARADE
ROUTE**



- A** Drop off/Line Up for Marchers
- B** Drop off routes to Smithfield Plaza
- C** Vehicle Line Up
- D** Parade Route
- E** Disband for vehicles needing to disembark/dismantle (Stuart Middle School Bus Loop)
- F** Disband for vehicles NOT needing to disembark/dismantle (Go straight into Downtown)
- G** Judge's Grandstand (East of Hospital Rd)
- H** Parent parking at Stypman Blvd (accessible from Flagler Avenue between MLK and SE Ocean Blvd.)
-  Bus Parking (at Stuart Middle School)

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 7/12/2021

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 Second Reading.

ATTACHMENTS:

Description	Upload Date	Type
Ord 2467 Quasi Judicial Proceedings	7/6/2021	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.

A.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. ~~Further, a city official may conduct investigations and site visits and may receive expert opinions regarding a quasi-judicial matter pending before the board on which the city official is a member.~~
- B. If the communication generates a record, The the written ex parte communication record shall be a public record of the city and shall be ~~made a part of the record of the pending quasi-judicial proceeding 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. ~~and shall include the substance of the communication, investigation, site visit or expert opinion as well as the identity of the person, group, or entity with whom any communication took place. Persons with opinions contrary thereto shall be given a reasonable opportunity to refute or otherwise~~

~~respond to the information acquired by the communication, investigation, site visit or expert opinion. 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.~~

~~{Ord. No. 1423-95, 9-25-95}~~

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

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.

~~A.~~ Mailed notice and published notice shall also advise that any affected person ~~may~~ may become a party to such proceeding intervene in the proceeding and will be entitled to present evidence at the hearing including the sworn testimony of witnesses and relevant exhibits ~~and other documentary evidence~~ and to cross-examine all witnesses by complying with the intervenor process set forth in this code filing a notice of intent to be a party with the secretary of the appropriate board not less than five days prior to the hearing.

~~A.B.~~ -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. See Renard v. Dade Cnty., 261 So. 2d 832, 836 (Fla. 1972).

~~{Ord. No. 1941-03, § 1, 6-9-03}~~

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. ~~Any person may present personal testimony to the board.~~ Evidence will be determined admissible if it is relied upon by reasonably prudent persons in the conduct of their daily affairs ~~shall 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 ~~the all owners~~ of the subject property, ~~and all known residents and other occupants thereof at the time of application~~, 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 ~~files a notice of intent to be a party with the city development department not less than five days prior to commencement of the hearing~~ has qualified to participate as an intervenor pursuant to this code. Forms for a notice of intent to intervene shall be provided by the ~~department 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 \$400.00, 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 ~~and other documentary evidence~~, cross-examine witnesses, make motions and objections, and present a summary statement to the board at the conclusion of the evidence.
- ~~C.~~ 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 ~~a summary of the petition~~ 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. ~~The city attorney also shall read any ex parte communication reports filed with the secretary of the board into the record of the hearing.~~
- 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: The parties shall be provided with equal time to present the Board with closing remarks (suggested five minutes). ~~(SUMMATION LINE).~~ No new evidence or testimony may be presented. The Petitioner shall present last.
13. MAYOR: Requests direction in the form of a Motion.
14. 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.
15. MAYOR: Upon conclusion of the Deliberation, the Mayor calls for a recorded vote of the Commission.
- ~~16.~~ CLERK: Records the vote by roll call. The Clerk shall randomize the voting order.

A.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.

B.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.

C.E. Other parties shall follow the petitioner in the order of their filed notices. ~~The Petitioner afforded the opportunity to present rebuttal evidence prior to the closing of the hearing. rebut the evidence presented by any other party or person~~ The Petitioner shall be afforded the opportunity to present rebuttal evidence prior to the closing of the hearing. At the conclusion of the ~~evidence~~ evidence public comment period, each party shall be permitted to make a brief summary statement ~~in the order of their appearance with the Petitioner presenting last.~~ Considering the complexity of the issues presented, the presiding officer ~~may shall shall~~ 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 Ccity 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 significant enough to deny the requested zoning change.
1. If the applicant has proven that it is entitled to the rezoning requested, the burden shifts to the other party who is then required to demonstrate that maintaining the original zoning outweighs the new classification.
 2. The burden to overcome the rezoning includes competent substantial evidence that maintaining the existing zoning outweighs the property rights of the applicant.
- C. **Essential Requirements of the Law.** All decisions shall be based on the evidence presented at the hearing on the case, which shall include the agenda materials which have been accepted by the Board as competent substantial evidence by the board during the hearing, testimony presented, and any other evidence admitted as relevant by the board during the hearing, Strict rules of evidence shall not apply but evidence must be relevant to the issues before the Board and be of sufficient quality to be deemed both **competent and substantial.** See De Groot v. Sheffield, (Fla. 1957).
1. If the applicant has proven that it is entitled to the rezoning requested, the burden shifts to the other party who is then required to demonstrate that maintaining the original zoning outweighs the new classification.
 2. Unsubstantiated opinions and popularity polls carry no weight in a quasi-judicial proceeding. See Marion County v. Priest (Fla. 5th DCA 2001).
 3. Citizen testimony that amounts to speculation, fears, or desires to simply maintain the status quo does not rise competent substantial evidence. See City of Apopka v. Orange County, (Fla. 4th DCA 1974).
 4. Citizen testimony is admissible so long as the testimony is based on facts and not merely an expression of unsubstantiated or irrelevant opinions. See Metropolitan Dade County v Sport Acres Development Group, Inc., (Fla. 3rd DCA 1997).

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, provided by the Clerk.
 - 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. Speakers shall address the board and will begin their statement by first stating their legal name and address.

C. Statements are to be directed to the board as a whole, and not to individuals. Public Comment is not intended to require a board 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. **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.

C. The board shall publicly deliberate on the evidence ~~and shall limit its deliberation to the evidence~~ presented ~~at~~during 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.

~~2-3.~~ Deliberations shall conclude with a determination by the city commission to approve, to approve with conditions, or to deny the petition.

~~A. **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 ~~be prepared by the city attorney to~~ 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.

Passed on first reading the 28th Day of June, 2021.

Commissioner _____ offered the foregoing Ordinance and moved its adoption. The motion was seconded by

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

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

YES	NO	ABSENT	ABSTAIN

ADOPTED on second and final 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 |