



A G E N D A

**REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD April 24, 2017
AT 5:30 PM
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

CITY COMMISSION

**Mayor Tom Campenni
Vice Mayor Troy A. McDonald
Commissioner Kelli Glass Leighton
Commissioner Jeffrey A. Krauskopf
Commissioner Eula R. Clarke**

ADMINISTRATIVE

**City Manager, Paul J. Nicoletti
City Attorney, Michael J. Mortell
City Clerk, Cheryl White**

Agenda items are available on our website at <http://www.cityofstuart.us>

Phone: (772) 288-5306 .Fax: (772) 288-5305 .E-mail: cwhite@ci.stuart.fl.us

Special Needs: Participants with special needs can be accommodated by calling the City Clerk at least 5 working days prior to the Meeting excluding Saturday and Sunday. We can be reached by phone at (772)288-5306, by fax at (772)288-5305, or by email at cwhite@ci.stuart.fl.us. If you are hearing impaired, please contact us using the Florida Relay Service, Customer Service: Dial 711 or English: (V) 800-682-8706, (TTY) 800-682-8786 Spanish: (V, TTY) 1-800-855-2886 If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.

(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. Historic Preservation Month - May 2017

PRESENTATIONS

2. 45th Anniversary - Florida Association of City Clerks
Recipients: Cherie White, City Clerk and Mary Kindel, Deputy City Clerk
3. April Service Awards
4. April 2017, Employee of the Month - Mr. Ben Hogarth
5. Certificate of Recognition - William Lindner, Music Director & Band Leader at St. Joseph Catholic School
6. Water Conservation Video Contest Awards Presentation
7. Presentation of Fiscal Year 2017 Mid-Year Budget Adjustments

COMMENTS BY CITY COMMISSIONERS

COMMENTS BY CITY MANAGER

8. EMERGENCY PROCUREMENT - VOLATILE ORGANIC COMPOUND TOWER REPAIR

APPROVAL OF AGENDA

COMMENTS FROM THE PUBLIC (5 min. max)

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.*

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.*

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.*

CONSENT CALENDAR

9. RESOLUTION No. 45-2017: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF ITB #2017-315, TURF AND GROUNDS MAINTENANCE SHED PROJECT TO THE LOWEST, MOST RESPONSIVE RESPONSIBLE BIDDER FOR THE LUMP SUM TOTAL OF \$85,246.00 TO KERNS CONSTRUCTION AND PROPERTY MANAGEMENT, INCORPORATED OF FORT PIERCE, FLORIDA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.(RC)
10. RESOLUTION No. 47-2017: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO TERMINATE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN COUNTY REGARDING THE LOCATION OF GOVERNMENT OFFICES; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES. (RC)
11. RESOLUTION No.48-2017: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NO. #7, A "MID-YEAR" ADJUSTMENT TO THE GENERAL FUND REVENUES AND APPROPRIATIONS TO REFLECT VARIOUS UNANTICIPATED INCREASES IN REVENUES AND ADDITIONAL DEPARTMENTAL PROGRAMS AND COSTS. (RC)
12. RESOLUTION No. 50-2017; A RESOLUTION OF THE STUART CITY COMMISSION ADOPTING A CODE OF CONDUCT FOR CITY ELECTED OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (RC)
13. RESOLUTION No. 51-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH THE UF/IFAS EXTENSION 'FLORIDA FRIENDLY LANDSCAPING' (FFL) PROGRAMS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (RC)
14. RESOLUTION No. 52-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZATION TO NEGOTIATE FOR REI# 2017-170, PROFESSIONAL ENGINEERING SERVICES, ASSESSMENT OF SUSTAINABLE ALTERNATIVE WATER SUPPLY TO THE TOP RANKED FIRM, HAZEN AND SAWYER OF BOCA RATON, FLORIDA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (RC)
15. RESOLUTION No. 53-2017 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING AMENDMENT 3 TO THE STATE OF FLORIDA DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT DW430410. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. (RC)
16. Minutes 04/10/2017 CCM for approval (RC)

END OF CONSENT CALENDAR

COMMISSION ACTION

ORDINANCE FIRST READING

17. ORDINANCE No. 2347-2017; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING SECTION 8-2(b) IN THE STUART CODE OF ORDINANCES TO ALLOW BACKYARD CHICKENS IN CERTAIN RESIDENTIAL ZONING DISTRICTS; AMENDING SECTION 2.06.00 OF THE STUART LAND DEVELOPMENT CODE, SUPPLEMENTAL USE STANDARDS FOR URBAN AGRICULTURE, TO PROVIDE FOR CHICKENS IN COMMUNITY GARDENS AND SINGLE FAMILY RESIDENTIAL PROPERTIES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. (RC)

ORDINANCE SECOND READING

DISCUSSION AND DELIBERATION

ADJOURNMENT

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

Meeting Date: 4/24/2017

Prepared by: Ryanne Cavo

Title of Item:

Historic Preservation Month - May 2017

Summary Explanation/Background Information on Agenda Request:

Historic preservation is an effective tool for revitalization of our neighborhoods fostering local pride and maintaining community character.

Funding Source:

N/A

Recommended Action:

Issue the Proclamation

ATTACHMENTS:

Description	Upload Date	Type
□ Historic Preservation Month - May 2017	3/31/2017	Proclamation

**PROCLAMATION
HISTORIC PRESERVATION MONTH
MAY 2017**

- WHEREAS,** historic preservation is an effective tool for revitalization of our neighborhoods fostering local pride and maintaining community character; and
- WHEREAS,** historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life, and all ethnic backgrounds; and
- WHEREAS,** The City of Stuart has planned events throughout the City during the month of May to increase awareness of historic preservation.

NOW, THEREFORE, I, Tom Campenni, as Mayor of the City of Stuart, Florida do hereby proclaim May 2017, as

HISTORIC PRESERVATION MONTH

in the City of Stuart and invite our residents to join their fellow citizens in recognizing and participating in this special observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida to be affixed this 24th day of April, 2017.

TOM CAMPENNI
MAYOR

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

Meeting Date: 4/24/2017

Prepared by: Ryanne Cavo

Title of Item:

45th Anniversary - Florida Association of City Clerks

Recipients: Cherie White, City Clerk and Mary Kindel, Deputy City Clerk

Summary Explanation/Background Information on Agenda Request:

The City of Stuart hereby commends the Florida Association of City Clerks for its 45th Anniversary.

Funding Source:

N/A

Recommended Action:

Present the Certificate of Recognition

ATTACHMENTS:

Description	Upload Date	Type
☐ Certificate of Recognition	4/14/2017	Presentation



CERTIFICATE OF Recognition

The City of Stuart hereby commends the Florida Association of City Clerks for its 45th Anniversary.

The Florida Association of City Clerks (FACC) was established in 1972 to promote and develop the educational and professional status of Florida city clerks.

The FACC works in conjunction with the International Institute of Municipal Clerks to provide Certified Municipal Clerk (CMC) and Master Municipal Clerk (MMS) certification for city clerks.

The FACC currently has more than 575 members in seven districts throughout the state and the FACC is proud to have more than 200 Certified Municipal Clerks and more than 100 Master Municipal Clerks among its members.

The FACC provides education for clerks through its conferences, academy, webinars, district mini-academies, and Athenian Dialogues.

2017 is the 45th Anniversary of the FACC, which is an occasion worth of special recognition and the City of Stuart is proud to offer membership into FACC for the City Clerk and Deputy City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart to be affixed this _____ day of April, 2017.

TOM CAMPENNI

MAYOR

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

Meeting Date: 4/24/2017

Prepared by: R. Johnson

Title of Item:

April Service Awards

Summary Explanation/Background Information on Agenda Request:

Arlee Coleman	Public Works	20 years
Michael Gerwan	Police	15 years
Nicholas Testa	Fire Rescue	15 years
William Ritacco	Public Works	10 years
Angel Nazario	Public Works	5 years

Funding Source:

General Fund

Recommended Action:

Present Awards

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

Meeting Date: 4/24/2017

Prepared by: jchrulski

Title of Item:

April 2017, Employee of the Month - Mr. Ben Hogarth

Summary Explanation/Background Information on Agenda Request:

April 2017, Employee of the Month - Mr. Ben Hogarth.

Ben Hogarth, Special Events and Communications Coordinator for the Community Services Department, is recommended for the City of Stuart's April 2017, Employee of the Month Award.

Funding Source:

N/A

Recommended Action:

Award Mr. Hogarth as April 2017, Employee of the Month.

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

Meeting Date: 4/24/2017

Prepared by: Ryanne Cavo

Title of Item:

Certificate of Recognition - William Lindner, Music Director & Band Leader at St. Joseph Catholic School

Summary Explanation/Background Information on Agenda Request:

In 1990, Mr. Lindner began his tenure at St. Joseph Catholic School. The City of Stuart hereby salutes William Lindner for serving our community for over twenty-seven (27) years.

Funding Source:

N/A

Recommended Action:

Present the Certificate of Recognition

ATTACHMENTS:

Description	Upload Date	Type
□ Certificate of Recognition	4/20/2017	Presentation

CERTIFICATE OF Recognition

presented to

**WILLIAM LINDNER
MUSIC DIRECTOR AND BAND LEADER
AT ST. JOSEPH CATHOLIC SCHOOL**

In 1990, Mr. Lindner began his tenure at St. Joseph Catholic School. The City of Stuart hereby salutes William Lindner for serving our community for over twenty-seven (27) years.

Mr. Lindner developed the band program from “scratch,” with the assistance of a wonderful administration and supportive parents.

His bands continue to earn superior ratings and he has received three “Five-Year Superior” awards from the Florida Bandmasters’ Association. His bands have also earned the “Instrumental Grand Champion” award for fifteen (15) years at the Music USA Festival held at Universal Studios. Additional honors include receiving the FMEA “Enrollment Award” four consecutive times, with his band program involving more than 35% of the student body enrolled in the band program.

Mr. Lindner will be missed greatly, but the City of Stuart wishes him the very best in his retirement.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Stuart, Florida on this 20th day of April, 2017.

TOM CAMPENNI
MAYOR

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

Meeting Date: 4/24/2017

Prepared by: AEllig

Title of Item:

Water Conservation Video Contest Awards Presentation

Summary Explanation/Background Information on Agenda Request:

The Florida Water Environment Association (FWEA) held the first Water Awareness Video Contest (2017 Theme: Water Conservation) for Martin County high school students. The FWEA's mission is to unite water quality professionals responsible for protecting Florida's clean water environment through education programs, professional development, and promotion of sound public policy. This contest was facilitated by staff at the City of Stuart Public Works Department and Orange County Utilities.

Funding Source:

Prize money provided by contest sponsor, FWEA.

Recommended Action:

View finalists' water conservation videos (3 minutes). Present awards.

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

Meeting Date: 4/24/2017

Prepared by: Cherie White, City Clerk

Title of Item:

Presentation of Fiscal Year 2017 Mid-Year Budget Adjustments

Summary Explanation/Background Information on Agenda Request:

Funding Source:

Recommended Action:

Request Approval of Resolution 48-2017 under Consent Calendar.

CITY OF STUART, FLORIDA

AGENDA ITEM REQUEST

CITY COMMISSION

Meeting Date:4/24/2017

Prepared by:Nicole King

Title of Item:

EMERGENCY PROCUREMENT - VOLATILE ORGANIC COMPOUND TOWER REPAIR

Summary Explanation/Background Information on Agenda Request:

Notice of Emergency Procurement: Volatile Organic Compound (VOC) Tower Repair.

CITY MANAGER'S NOTE: I have approved this purchase, based upon my emergency authority in the City's Purchasing Regulations, and I am also required to report this fact to you, since it exceeds my normal purchasing authority of \$50k.

Funding Source:

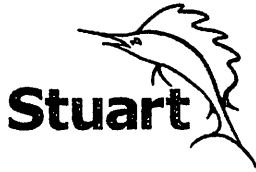
Water & Sewer Repair and Replacement Fund - \$70,900

Recommended Action:

No Action Required

ATTACHMENTS:

Description	Upload Date	Type
□ Notice of Emergency Procurement 4-14-17	4/18/2017	Attachment



MEMORANDUM

TO: Paul Nicoletti, City Manager

VIA: Sam Amerson, Public Works Director *STA*

FROM: Dave Peters, Assistant Public Works Director *Dave Peters*

DATE: April 14, 2017

SUBJECT: Emergency Procurement - Volatile Organic Compound Tower Repair

In December, 2016 two (2) fiberglass support structures for the structured packed media in VOC Tower #4 collapsed. While that by itself does not impact the water treatment facility's ability to remove the small amount of volatile organic compounds in the City's raw water supply, it did reduce the capacity of the City's pre-treatment system from eight (8) million gallons per day to six (6) million gallons per day.

In early January, 2017 the bottom fiberglass support structure of VOC Tower #3 collapsed, further reducing the pre-treatment capacity to five (5) million gallons per day.

To further impact the City's ability to meet daily water demands we had to take VOC Tower #3 off line in order to determine the extent of the needed repairs. Pre-Treatment capacity was lowered to three (3) million gallons per day.

Typical water demands in the spring of the each year are in the three (3) million gallon per day range and on two separate occasions we have purchased water from Martin County this spring.

After extensive research, and the Electron Microscopy and X-Ray Spectroscopy Analysis performed by American Water Chemicals, it has been determined the structured packed media had large deposits of iron oxide/hydroxide, iron phosphate, calcium carbonate, silts, and clays. The weight of these deposits caused the fiberglass support structures to fail.

With groundwater from the Grumman Remediation no longer available, and Raw Water Wells, 1, 3, and 5 out of service, the City has become more reliant on the southern wellfield, which contains higher total organic compounds and iron concentrations. This revised raw water well pumping protocol eliminates the benefits of blending the raw water from different wells to reduce the overall impact that higher organic compounds and iron have on the pre-treatment system, specifically the structured packed media.

The term "fouling" is the technical term for what has happened in VOC Towers #3 and #4. This naturally occurs when the raw water enters the VOC Tower from the top and air is introduced in the bottom of the VOC and strips the volatile organic compounds as the water travels downward through the media.

Although routine cleaning with sulfuric acid and sodium hypochlorite occurred, as prescribed in the manufacturer's Operations and Maintenance Manual, there was no clear way to determine or predict failure.

We have increased routine cleaning of VOC Towers #1 and #2 to extend the service life of the structured packed media while completing the emergency repairs to VOC Towers #3 and #4.

Working with chemical companies who produce National Sanitation Foundation approved chemical reagents we have found an approved chemical reagent that will sequester the iron during the pre-treatment process, thus reducing the potential for fouling of the structured packed media. The iron would then be removed in the treatment basins utilizing the existing coagulation and sedimentation treatment process. The Florida Department of Environmental Protection has authorized a 90-day Pilot Study to determine the effectiveness of the iron sequestering reagent.

In addition, we have been working with our engineering consultant and media manufacturers to determine the required media column depth in each VOC Tower.

The initial design of the VOC towers by CH2MHill in August, 1989 included volatile organic compounds from the Grumman remediation as well as the Turbo-Combustor Technologies remediation. The design recommended a structured packed media column depth of 16.6 feet which included a 25% safety factor. The decision to add an additional 3 feet of structured packed media was based on influent volatile organic compounds of ten times their predicted concentration level.

Since the inception of the groundwater remediation associated with Turbo-Combustors Technologies and Northrop Grumman in the late 1980's, pre-treatment technologies have advanced. The use of random stacked media constructed of 3 1/2 inch polypropylene tri-pack pall rings (whiffle balls) is now the industry standard.

Working through our engineering consultant and the manufacturers, of both packed and random packed media, we have determined the depth of the packed structured or random packed media can be substantially reduced and still strip the volatile organic compounds from the raw water supply.

Prior to reconfiguring the VOC Towers, the Florida Department of Environmental Protection must be notified and approve the proposed reconfiguration.

Based on the exigent circumstances we, therefore request the following:

1. Authorize the emergency repairs to VOC Towers #3 and #4, consisting of new fiberglass support structures by Industrial Plastic Systems of Lakeland, Florida in the

amount of \$29,900.00, the purchase of the polypropylene media for all four VOC Towers in the amount of \$31,000.00, and utilize an outside contractor to reconstruct and reconfigure all four VOC Towers in the amount of \$10,000.00. The total cost of \$70,900.00 was budgeted in the 2017 Water Sewer Renewal and Replacement Fund, assigned a project number, and remains available.

2. Notify the Stuart City Commission of this emergency procurement in accordance with Section 2-279 of the City Code of Ordinances at the April 24, 2017 City Commission meeting.

Should you have any questions or require any additional information please let me know.

J. Boglioli, Financial Services Director
L. Darden, Procurement and Contract Services Manager
P. Hitchcock, Utility Maintenance Team Leader
M. Woodside, Water Treatment Team Leader
file

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 4/24/2017

Prepared by: Alaina Knofla

Title of Item:

RESOLUTION No. 45-2017: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF ITB #2017-315, TURF AND GROUNDS MAINTENANCE SHED PROJECT TO THE LOWEST, MOST RESPONSIVE RESPONSIBLE BIDDER FOR THE LUMP SUM TOTAL OF \$85,246.00 TO KERNS CONSTRUCTION AND PROPERTY MANAGEMENT, INCORPORATED OF FORT PIERCE, FLORIDA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:

This solicitation was advertised in the Stuart News on February 6, 2017. The ITB was also posted on DemandStar by Onvia, the City's on-line bid disseminator. The Procurement Office sent notification to six (6) vendors who expressed interest in providing this service to the City of Stuart. Onvia (DemandStar) notified six (600) potential bidders and issued fifteen (15) bid packages for this project. Three (3) bids were received by the bid opening date and time of 2:30 pm, March 1, 2017.

Public Works staff has checked references and recommends award to the lowest responsive and responsible bidder, Kerns Construction & Property Management, Inc., Fort Pierce, Florida for the Lump Sum total of \$85,246.00; and authorization to execute final agreement subsequent to review and approval by City Attorney.

CITY MANAGER'S NOTE: I have approved this project (subject to funding by the City Commission), based upon the need to protect equipment and rolling stock from the weather. We are running out of space to store and protect equipment, and this is the least expensive alternative for a relatively short or long term condition (at this point, unknown).

Funding Source:

Funds are available in 1220 562 (PWP00301 562) in conjunction with Resolution No. 48-2017, Mid-Year Budget Amendment No. 7

Recommended Action:

Adopt Resolution No. 45-2017

ATTACHMENTS:

Description	Upload Date	Type
□ Resolution No. 45-2017	4/11/2017	Resolution add to Y drive
□ Bid Tabulation	4/11/2017	Backup Material
□ Lump Sum Contract	4/11/2017	Exhibit



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 45-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF ITB #2017-315, TURF AND GROUNDS MAINTENANCE SHED PROJECT TO THE LOWEST, MOST RESPONSIVE RESPONSIBLE BIDDER FOR THE LUMP SUM TOTAL OF \$85,246.00 TO KERNS CONSTRUCTION AND PROPERTY MANAGEMENT, INCORPORATED OF FORT PIERCE, FLORIDA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Commission of the City of Stuart hereby approves the award of ITB #2017-315, Turf and Grounds Maintenance Shed Project to the lowest, most responsive and responsible bidder, Kerns Construction & Property Management, Inc., Fort Pierce, Florida for the Lump Sum total of \$85,246.00; and authorization to execute final agreement subsequent to review and approval by City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 45-2017
Award of ITB #2017-315, Turf and Grounds Maintenance Shed Project

ADOPTED this 24th day of April 2017.

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:

TOM CAMPENNI, MAYOR
TROY MCDONALD, VICE-MAYOR
KELLI GLASS-LEIGHTON, COMMISSIONER
JEFFREY KRAUSKOPF, COMMISSIONER
EULA R. CLARKE, COMMISSIONER

YES	NO	ABSENT

ATTEST:

CHERYL WHITE
CITY CLERK

TOM CAMPENNI
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

City of Stuart

121 SW Flagler Avenue, Stuart, FL 34994
Department of Financial Services
Procurement & Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
Email: purchasing@ci.stuart.fl.us
Telephone (772) 288-5320
Fax: (772) 600-0134
www.cityofstuart.us

ITB TABULATION

ITB #	2017-315
Project:	Turf and Grounds Maintenance Shed
Addendum:	N/A
Date Opened:	3/1/2017
Completion Days:	90
Engineers Estimate:	\$40,000.00
Apparent Low Bidder	Kerns Construction
No Bid:	1
Planholders for this bid:	15
Broadcast List of Notified Suppliers	600
Supplemental Suppliers	6

Firms Submitting Bids:		Lump Sum	P-Card	10% Bid Bond
		Total	Yes or No	Yes or No
1	Kerns Construction	\$85,246	No	Yes
2	Creative Contracting Group	\$97,500	Yes	Yes
3	Republic Construction Corp.	\$119,938	No	Yes



**CITY OF STUART
LUMP SUM CONTRACT**

**PROJECT: ITB #2017-315, TURF AND GROUNDS MAINTENANCE SHED
PROJECT**

**CONTRACTOR: KERNS CONSTRUCTION & PROPERTY MANAGEMENT, INC.
2701 INDUSTRIAL AVENUE 2
FORT PIERCE, FL 34946**

THIS LUMP SUM CONTRACT, made this 24TH day of April, 2017, between the City of Stuart, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter called the “**CITY**”, and the above-mentioned contractor, hereinafter called the “**CONTRACTOR**”:

WITNESSETH:

1. DESCRIPTION OF WORK

It is agreed that the work to be done under this Contract is to construct a new concrete maintenance shed at the Turf and Grounds Division. Work to include furnishing all labor, materials, equipment, and incidentals necessary to complete the work as set forth in the documents identified and listed in “**Exhibits A & B**” attached hereto. A copy of the original of these documents is on file in the Office of the City Clerk as a public record. Any conflict between the terms and conditions of the aforesaid documents and the terms and conditions of this Contract, shall be interpreted in favor of this Contract.

2. PROJECT MANAGER

The Project Manager for the City is the Public Works Director or his designee, who is so designated in writing provided to the Contractor.

The Project Manager for the Contractor is:

Name/Title: Tony Rake
Office: (772) 985-5015
Fax: (772) 209-7700
E-mail: trake@kernsconstruction.net

3. TIME OF PERFORMANCE

The Contractor shall begin work within ten (10) calendar days after delivery of written Notice to Proceed, hereinafter “NTP,” and shall guarantee completion of the Contract no later

than the completion date set forth in the NTP. The Contractor shall begin the Contract Work within the time specified above and shall complete the Work within 90 (ninety) calendar days thereafter.

Commencement of the Work by the Contractor shall be deemed a waiver of the NTP and shall constitute the commencement date for purposes of the completion deadline. The Work shall be conducted in such a manner and with sufficient labor, materials, tools, and equipment necessary to complete the Work within the time limit set forth in the Contract. Should the organization of the Contractor, or its management, or the manner of carrying on the Work be inadequate to do the Work specified within the stated time as determined in the sole discretion of the City, then the City shall have the right to take charge of the Work and finish it and provide the labor, materials and equipment necessary to complete the Work as planned within the required time and to charge the cost of all such Work against the Contractor and its Surety and shall be held responsible therefore. The Contractor fully understands and agrees that the City shall not pay for any obligation or expenditure made by the Contractor prior to the effective date of this Contract, unless the City authorizes such payment in writing.

The City has established an allowable contract duration in terms of calendar days sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees the calendar days are sufficient to perform the Work and it has priced its bid taking into account Contract duration. If the Contractor's Work (which is actually on the critical path) is impacted by one or more of the following events, the City may (but is not obligated to) consider approving an extension of time:

1. Hurricane or Tropical Storm, but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
2. Earthquake.

No other event or condition (including unforeseen inclement weather), other than those specifically identified above, will be considered as a basis for an extension of Contract time.

4. CONTRACT PAYMENT AND CONTRACT TERM

The City shall pay the Contractor for the performance of this Contract and satisfactory completion of the project in accordance with the terms and conditions of this Contract, the Lump Sum of **\$85,246.00** in accordance with Contractor's construction schedule & compensation schedule formalized in "Exhibit A-Proposal Submission, including List of Documents" to this Contract.

Partial payment requests based on the amount of work completed and approved by the City, shall be allowed, and will be made within thirty (30) days after the Work being billed is accepted by the Project Manager of the City.

The term of this Agreement shall be 90 (ninety) calendar days from the written NTP, unless the Work is completed sooner or the contract is terminated by the City.

5. LIQUIDATED DAMAGES

The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one hundred dollars (\$100.00) for each and every day for the first thirty (30) days and five hundred dollars (\$500.00) for each and every day thereafter, which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty.

The party of the first part is hereby authorized to deduct the said sum as specified above, per day, from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

6. AUDIT

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

7. GUARANTEE

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any defects in workmanship or material appearing in the work within 12 months after the day the work is accepted by the Project Manager of the City. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the City shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

8. CONTRACTOR RESPONSIBILITY

8.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

8.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him, or it, on account of the amount or character of the Work, or because of the nature of the ground in or on which the work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

9. INDEMNIFICATION

The Contractor covenants and agrees at all times to save, hold, and keep harmless the City, its officials, employees, agents, and volunteers and indemnify the City, its officials, employees, agents, and volunteers against any and all claims, demands, penalties, judgments, court costs, attorney's fees, and liability of every kind and nature whatsoever arising out of or in any way connected or arising out of the performance of this Agreement to the extent of the insurance requirements set forth herein. The Contractor hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification provided herein.

10. INSPECTION

The project will be inspected by the Engineer of Record (EOR) and the Public Works Inspector for the City and will be rejected if it is not in conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for final inspection at least (2) calendar days prior, which shall be stated in such notice.

11. INSURANCE

11.1 Requirements.

Contractor shall procure and maintain insurance, as specified in Section VI of the ITB and included in “**Exhibit C**” of this Contract, for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The City shall be named as an “additional insured” and be provided thirty (30) days written notice of cancellation, non-renewal or substantial coverage revision. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in “**Exhibit C**” attached hereto.

12. GENERAL PROVISIONS

12.1 Attorneys' Fees and Costs

In the event the Contractor defaults in the performance of any of the terms, covenants and conditions of this Agreement, the Contractor agrees to pay all damages and costs incurred by the City in the enforcement of this Agreement, including reasonable attorney's fees, court costs and

all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

12.2 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

12.3 Venue

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. Venue for any lawsuit to enforce the terms and obligations of this Agreement shall lie exclusively in Martin County, Florida.

12.4 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

12.5 Sovereign Immunity

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

12.6 Miscellaneous

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

13. DEFAULT / TERMINATION

13.1 Termination for Convenience

The City upon a seven (7) day written notice to the other party may terminate this Agreement. In the event of any termination, the Contractor shall be paid for all services rendered to the date of termination.

13.2 Termination for Cause

The obligation to provide further services under this Agreement may be terminated by the City upon seven (7) days written notice in the event of failure by the Contractor to perform in accordance with the terms hereof through no fault of the City.

If after notice of termination of the Contract under the provisions of this paragraph 13.2., it is determined for any reason that the Contractor was not in default, or the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 13.1 of this contract which allows the City to terminate the Contractor for convenience.

14. PUBLIC RECORDS

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or cwhite@ci.stuart.fl.us , City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action with F.S. 119.0701 the Contractor shall:

Keep and maintain public records required by the public agency to perform the service.

Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

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

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

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

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

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

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

15. EXHIBITS INCLUDED IN AGREEMENT

- Exhibit A** "ITB as submitted by contractor and accepted by the City"
- Exhibit B** "Original ITB as issued by the City, including all addenda"
- Exhibit C** "Insurance and Indemnification"
- Exhibit D** "Payment and Performance Bond with Power of Attorney"

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

CHERYL WHITE
CITY CLERK

TOM CAMPENNI
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

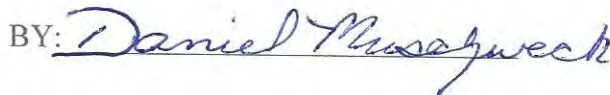
MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

**CONTRACTOR
KERNS CONSTRUCTION & PROPERTY
MANAGEMENT, INC.**



Tony Rakes

BY: 



Julie Shettler

DANIEL L. MUSCHWEGK
(Print)
EXECUTIVE VICE PRESIDENT

EXHIBIT A

“ITB AS SUBMITTED BY CONTRACTOR AND ACCEPTED BY CITY”



Kerns Project No. 17-006
February 28, 2017

City of Stuart
Procurement & Contracting Services Office
121 SW Flagler Avenue
Stuart, FL 34994

**Sealed Bid Response for:
ITB #2017-315 Turf and Grounds
Maintenance Shed Project**

Dear Sirs / Madams,

On behalf of our team, we are pleased to enclose one original and three copies of the following items collectively intended to comprise our bid response:

- ◇ Section IV Bid Form
- ◇ Warranties Form
- ◇ Questionnaire Form
- ◇ Safety Standards Form
- ◇ Subcontractor List Form
- ◇ Experience of Bidder Form
- ◇ Bid Bond
- ◇ Sworn Statement Pursuant to Section 287.133 (3) (A) Florida Statutes on Public Entity Crimes
- ◇ Copies of Applicable License Information
- ◇ Sample Insurance Certificate

Should you have any questions or need anything further on the above, please feel free to contact me.

Respectfully Submitted,
Kerns Construction & Property Management, Inc.

Daniel L. Muschweck
Executive Vice President

Tony Rake
Project Manager

Cc: Project Files

Enclosures: As Noted DM/tr

CITY OF STUART

SECTION IV

FORMS

BID FORM

(The following pages **must** be properly filled out and submitted to the City of Stuart in order to bid on this project. Failure to completely fill out these pages, not submitting all pages or submitting bids in other formats may result in rejection of the bid.)

TO THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA

Ladies and Gentlemen:

The undersigned, hereinafter called the bidder, hereby proposes to furnish all labor, tools, materials and supplies, and to sustain all the expense incurred in doing the work herein set forth, that may be awarded to the undersigned by the City of Stuart, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the office of the City Clerk of Stuart, Florida, which are hereby referred to and made a part hereof, at the following unit prices:

Bidder's Company Name: Kerns Construction & Property Management, Inc.
Street Address: 2701 Industrial Avenue 2
City, State, Zip Code: Fort Pierce, Florida 34946
Contact Name: Tony Rake Title: Project Manager
Bidder's Telephone #: 772-985-5015
Bidder's Fax #: 772-209-7700
Bidder's E-mail Address: trake@kernsconstruction.net
Total Amount of Lump Sum Bid: \$ 85,246.00

BID SCHEDULE

The City of Stuart intends to award a contract to the lowest Responsive and Responsible bidder using the following Unit Prices as a basis for award. Items include all profit and overhead, incidentals, all labor, supervision, testing, machinery, equipment, tools, materials, coordination with utility companies, clean up and other means of construction to successfully complete the project in its entirety.

QTY	DESCRIPTION	LUMP SUM
1	All work as required to construct a new maintenance shed at Turf and Grounds in accordance with drawings and specifications	\$ 85,246.00
Preferred method of payment is by the City Purchasing Card (VISA). DO YOU ACCEPT THE PURCHASING CARD (VISA)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

The undersigned bidder hereby proposes to begin work within the time specified in the General Conditions after the Procurement Manager has given notice and to complete the work **90 (Ninety) calendar days** thereafter.

The undersigned bidder certifies that as a condition of bidding he will hold good his bid prices for a minimum period of **sixty (60)** calendar days from the date bids are opened.

The undersigned bidder acknowledges that he may be required to furnish additional information as deemed necessary by the Procurement Manager, to update their records should he be awarded the project described herein.

The undersigned bidder affirms that he has or will obtain all equipment necessary to complete the work described, that he has or will obtain and pay for all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida.

The undersigned bidder has not divulged to, discussed with, or compared this bid with the other bidders, and has not colluded with any other bidder or parties to a bid whatsoever. Further, the undersigned guarantees the truth and accuracy of all statements and answers contained in this proposal.

The undersigned bidder hereby certifies that the invitation to bid has not been altered in any manner; and that bidder has received all the Addenda listed below and has incorporated them into his Bid listed herein. Failure to acknowledge the above requirements will render the bid non-responsive and no further evaluation of the bid will occur.

This project will be awarded to the lowest responsive, responsible bidder within budget.

The City of Stuart offers bidders who commit to accepting the Purchasing Card, noted above in the Bid Schedule as payment method, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price.

Company Name: Kerns Construction & Property Management, Inc.

DM

Addendum _____ Issued _____ BIDDER'S INITIALS _____

Addendum _____ Issued _____ BIDDER'S INITIALS _____

Addendum _____ Issued _____ BIDDER'S INITIALS _____

Addendum _____ Issued _____ BIDDER'S INITIALS _____

DATE: February 28, 2017

FOR: Kerns Construction & Property Management, Inc.
(Firm Name)

BY: Daniel Musajurek
(Signature)

Executive Vice President
(Title)

Jaquelyn C. Kerns
(Corporate Attest by Secretary)

Tony Rako
(Witness)

[Signature]
(Witness)

(Affix Seal)

EXHIBIT B

"ORIGINAL ITB AS ISSUED BY CITY, INCLUDING ALL ADDENDA"

CITY OF STUART, FLORIDA

BID DOCUMENTS

For

ITB #2017-315

TURF AND GROUNDS

MAINTENANCE SHED PROJECT

Submit by mail or hand deliver to:
Procurement & Contracting Services Office
City of Stuart City Hall
121 S.W. Flagler Avenue
Stuart, Florida 34994-2172

Submit no later than: 2:30 P.M.
March 1, 2017



City of Stuart
Procurement & Contracting Services Office
121 S.W. Flagler Avenue
Stuart, Florida 34994-2172
Telephone: (772) 288-5308
Fax Line: (772) 288-5381

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SECTION I
LEGAL NOTICE FOR ITB # 2017-315

“TURF AND GROUNDS MAINTENANCE SHED PROJECT”

The Stuart City Commission, Stuart, Florida is soliciting licensed general contractors to submit bids to construct a new maintenance shed at the Turf and Grounds Division on 920 SE 10th Street in the City of Stuart, Florida.

Description: The project consists of work to construct a new maintenance shed that includes a concrete reinforced foundation with pressure treated posts. In addition, the structure will consist of pre-engineered roof trusses with fiberglass shingles. Work shall include furnishing all labor, materials, and equipment to complete the work as specified and in accordance with the drawings, specifications, and other contract documents.

A complete bid package can be obtained by contacting the City’s Procurement & Contracting Services Office at 772-288-5320, purchasing@ci.stuart.fl.us or from Onvia DemandStar at <http://www.demandstar.com> or by calling (800) 711-1712. The City of Stuart is not responsible for the content of any bid package received through any 3rd party bid service or any source.

A Bid Bond in an amount of ten percent (10%) of the total amount proposed is required, if bid total exceeds \$50,000, and must be submitted with their bid. The Bid Surety may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, Cashier's Check or Certified Check (checks made payable to The City of Stuart).

Firms desiring to provide the services described shall submit one (1) original and two (2) copies of their bid, containing all of the required information **no later than 2:30 pm, March 1, 2017.** Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this proposal opening who needs a special accommodation should contact the City’s ADA coordinator at 772-288-5306 or TDD at 772-288-5302 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Mail/Overnight/Hand Deliver Submittal Responses to:
Stuart City Hall
Procurement & Contracting Services Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

Mark outside of envelope: ITB #2017-315 “Turf and Grounds Maintenance Shed Project”

Publish Date: February 6, 2017

Stuart City Commission,
City of Stuart, Florida

SECTION II

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

The City of Stuart, Florida is committed to providing opportunities for all small business, with special attention directed to minority and women owned firms. The City of Stuart encourages contractors to use minority and women owned businesses as subcontractors. While the City does not have a preference or set aside program, it is the desire of the City that small businesses be assisted in participating in this work. If you have any difficulty in determining the requirements of this bid invitation, filling out the documents, or to become a registered vendor for goods and services with the Public Works Department for construction projects, please call (772) 288-5320 or write to purchasing@ci.stuart.fl.us.

This is the policy of the City Commission of the City of Stuart, Florida as evidenced by various sections of the Florida Statutes and local City Ordinances.

If we can be of any help please let us know!



SECTION III

INSTRUCTIONS TO BIDDERS

The following instructions are given for the purpose of guiding bidders in properly preparing their bids. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1. QUALIFICATIONS OF BIDDERS: No bid will be accepted from, nor will any contract be awarded to, any person who is in arrears to the CITY OF STUART, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Stuart in its sole discretion.

2. PERSONAL INVESTIGATION: Bidders shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or quantities from the Public Works Director, City Manager, Engineer of Record or their assistants shall relieve the contractor from any risk or from fulfilling all terms of the contract.

3. INCONSISTENCIES: Bidders must request clarification of any seeming inconsistency between different provisions of the plans, specifications, bid or contract, or any point requiring explanation, in writing, at least ten (10) days prior to the time set for opening bids. After bids are opened, the bidders shall abide by the decision of the Procurement Manager as to such interpretation.

4. MEETING SCHEDULE: Bidders shall familiarize themselves with the following schedule.

- A. Bid Opening: Firms desiring to provide the goods and services described above shall submit their bids, containing all of the required information on the proper bid forms **no later than 2:30 PM, March 1, 2017**. Bids will be opened and read in public. It is the sole responsibility of the bidder to assure that bids are received no later than the specified time and date.
- B. Preconstruction Conference: The City will schedule a preconstruction conference within fifteen (15) business days after Notice to Award.

5. ADDENDA AND INTERPRETATIONS: No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request from the Procurement & Contracting Services Manager such interpretation in writing. To be considered, such request must be received at least seven (7) calendar days prior to the date fixed for the opening of bids. Any and all interpretations and any supplemental instructions will be in the form of written addenda. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. Contractor shall

verify that he has all addenda before submitting his bid. Acknowledgement of all addenda issued during the solicitation process must be acknowledged within the bid and incorporated in the bid submitted.

All questions or requests for additional information shall be directed to the Procurement and Contracting Services Division at 772-288-5320, fax 772-600-0134, email: purchasing@ci.stuart.fl.us.

6. LEGAL CONDITIONS: Bidders are notified to familiarize themselves with the provisions of the laws of the State of Florida relating to hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of Stuart.

7. PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

8. CONFLICT OF INTEREST: All offerors must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the City of Stuart. No employee, officer, or agent must participate in the selection, award, or administration of this contract. Further, all bidders must disclose the name of any City officer or employee who owns, directly or indirectly an interest of ten percent (10%) or more of the bidder's firm or any of its branches.

9. FORMS OF BIDS: *Each bid and its accompanying statements **must be made on and only on the blanks provided (The pages so marked)**. Submission of a bid in any other format **MAY BE GROUNDS FOR REJECTION OF THE BID**. Additional copies of the proposal forms are available on request from the Procurement Manager or the forms may be photocopied from this package. The forms must be submitted in good order, with all the blanks filled in. Three (3) fully completed bid forms (original and two copies) must be enclosed in a sealed envelope when submitted to the Office of the Procurement Manager. Bids may be hand delivered, mailed or sent by courier delivery service to "Office of the Procurement Manager, City Hall, City of Stuart, Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994-2172. All bids must show the name of the bidder and the bidder's business address. The bid must be signed by one duly authorized to do so, and in cases where signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the bid. No bid will be accepted, for any reason whatsoever, which is not submitted to the Office of the Procurement Manager as stated above, by the specified time and date due.*

10. BID BOND: A certified check, cashier's check or bank officer's check, for the sum set forth in the advertisement, **not less than 10% of the total bid**, made payable to the City of Stuart, Florida, or bid bond in such amount, **shall accompany each bid of \$50,000 or more as**

evidence of the good faith and responsibility of the bidder. The check or bond shall be retained by the City as liquidated damages should the bidder refuse to or fail to enter into a contract for the execution of the work embraced in this bid, in the event the bid of the bidder is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

As soon as a satisfactory contract has been executed and the Payment & Performance bonds furnished and accepted, the check or bond accompanying the bid of the successful bidder will be returned. The City will return the certified or other checks or bid bonds of the unsuccessful bidders to them only upon the acceptance of the bid of the successful bidder and formal award of a contract by the City Commission.

11. FILLING IN BIDS: All prices must be stated in the bid schedule, and all bids must fully cover all items for which bids are asked and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the bidder shall distinctly state such fact and shall state that the bid is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the bid.

12. CAUSES FOR REJECTION: No bid will be canvassed, considered or accepted which, in the opinion of the City Commission, is informal or unbalanced, or contains inadequate or unreasonable prices for any items. Each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineation, failure to specify bids for all items called for in the schedule or failure to acknowledge any and all addenda shall render the bid non-responsive, subject to rejection.

13. REJECTION OF BIDS: The City reserves the right to reject any or all bids for any reason or no reason in the sole discretion of the City. Further a bid may be rejected if the evidence submitted by the bidder, or if the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will be rejected, if there is reason to believe that collusion exists among bidders. A bid will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all bids and to waive such technical errors as may be deemed in the best interests of the City.

14. WITHDRAWALS: Any bidder may, without prejudice to himself, withdraw his bid at any time prior to the expiration of the time during which bids may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the original bid. After bid opening, no bid can be withdrawn, modified, or explained.

15. CONTRACT: The bidder to whom award is made shall execute a written contract as approved by the City Attorney to include an indemnification and insurance requirements to do the work and maintain the same in good order until final acceptance by the proper authorities, and shall furnish good and sufficient bonds as specified within ten (10) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be rescinded and the contract let to the next higher bidder who is

reliable and responsible in the opinion of the City Commission. Such bidder shall fulfill every stipulation as if he were the original party to whom award was made.

The contract shall provide that the Contractor agrees to correct any defective or faulty work or material, which may appear within one (1) year after completion of the work and receipt of final payment.

16. ENFORCEMENT OF SPECIFICATIONS: Copies of the specifications will be placed in the hands of all the assistants to the Public Works Director and Inspectors employed on the work, who shall enforce each and every requirement of the contract. Such assistants shall have no authority to vary from such requirements.

17. COPIES OF PLANS AND SPECIFICATIONS: Copies of the specifications, details, contract and bonds are on file in the Office of the City Procurement & Contracting Services Division of Stuart and in the office of the City's Engineer of Record

18. PAYMENT AND PERFORMANCE BONDS: The successful bidder shall furnish bonds, for **each bid of \$50,000 or more**, written by a Corporate Surety company, holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties on federal bonds, in an amount equal to the total amount payable by the terms of the contract, executed and issued by a Resident Agent licensed by and having an office in the State of Florida, representing such Corporate Surety, conditioned for the due and faithful performance of the work, and providing in addition to all other conditions, that if the Contractor, or his or its subcontractors, fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor, or his or its subcontractor or subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of 8% per annum, and that they shall indemnify and save harmless the City of Stuart to the extent of any and all payments in connection with carrying out of the contract, which the City may be required to make under the law.

The Contractor is required at all times to have valid payment and performance bonds in force covering the work being performed. Failure to have such bonds in force at any time shall constitute a default on the part of the Contractor. A bond written by a surety, who becomes disqualified to do business in the State of Florida, shall automatically constitute a failure on the part of the Contractor to meet the above requirements.

Such bond shall continue in effect for one (1) year after completion and acceptance of the work with liability equal to 25% of contract price, or an additional bond shall be conditioned that the Contractor will correct any defective or faulty work or material which appear within one (1) year after completion of the contract, upon notification by the City

19. SPECIFICATIONS: The specifications referred to in this project are the Detailed Specifications and the General Conditions contained in this bid package. The above referenced specifications are made a part of all projects or improvements let for bid by the City of Stuart and shall be complied with when preparing their bids and during construction of any work awarded.

20. AUDIT OF CONTRACTOR'S RECORDS: Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three years. The City may also require submittal of the records from the Contractor, the Subcontractor or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the contract provisions. The Contractor shall assure that his Subcontractor will provide access to his records pertaining to the project upon request by the City.

Failure of the Contractor or Subcontractor to comply with these requirements may result in disqualification or suspension from bidding for future contracts or disapproval as a Subcontractor at the option of the City.

21. PUBLIC RECORDS ACT: Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or cwhite@ci.stuart.fl.us , City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

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

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

- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. [119.10](#).
- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

22. PERIODIC ESTIMATE FOR PARTIAL PAYMENT: After the Contractor has submitted a periodic estimate for the partial payment of labor, services and materials; and said request is approved and certified by the Engineer of Record and the Office of the City Public Works Director, the City shall make prompt payment of all undisputed amounts in the manner provided for in the Contract Documents and under Florida law. The normal payment processing period of all undisputed amounts will be no more than the 20 days allowed under Florida Law.

23. PERMITS: The Contractor is responsible for applying for and obtaining any and all required building, demolition or excavation permits required by any municipality or county having jurisdiction over the conduct of the work being pursued (to include the City of Stuart and Martin County). The Contractor should take every precaution that he is aware of the cost of all required permit fees and should include those costs in his bid in the appropriate item.

24. INSURANCE: The bidder should note that any work in connection with this bid requires all of the following types of insurance from both the prime contractor and all subsequent subcontractors. **These requirements may be unique to the City of Stuart.** All policies shall be with insurers qualified and doing business in the State of Florida. The insurance requirements specific to this project are contained in Section VI. Proof of ability to obtain insurance must be included with bid submittal.

CITY OF STUART

SECTION IV

FORMS

BID FORM

(The following pages **must** be properly filled out and submitted to the City of Stuart in order to bid on this project. Failure to completely fill out these pages, not submitting all pages or submitting bids in other formats may result in rejection of the bid.)

TO THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA

Ladies and Gentlemen:

The undersigned, hereinafter called the bidder, hereby proposes to furnish all labor, tools, materials and supplies, and to sustain all the expense incurred in doing the work herein set forth, that may be awarded to the undersigned by the City of Stuart, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the office of the City Clerk of Stuart, Florida, which are hereby referred to and made a part hereof, at the following unit prices:

Bidder's Company Name: _____

Street Address: _____

City, State, Zip Code: _____

Contact Name: _____ **Title:** _____

Bidder's Telephone #: _____

Bidder's Fax #: _____

Bidder's E-mail Address: _____

Total Amount of Lump Sum Bid: \$_____

BID SCHEDULE

The City of Stuart intends to award a contract to the lowest Responsive and Responsible bidder using the following Unit Prices as a basis for award. Items include all profit and overhead, incidentals, all labor, supervision, testing, machinery, equipment, tools, materials, coordination with utility companies, clean up and other means of construction to successfully complete the project in its entirety.

QTY	DESCRIPTION	LUMP SUM
1	All work as required to construct a new maintenance shed at Turf and Grounds in accordance with drawings and specifications	\$
Preferred method of payment is by the City Purchasing Card (VISA). DO YOU ACCEPT THE PURCHASING CARD (VISA)? Yes <input type="checkbox"/> No <input type="checkbox"/>		

The undersigned bidder hereby proposes to begin work within the time specified in the General Conditions after the Procurement Manager has given notice and to complete the work **90 (Ninety) calendar days** thereafter.

The undersigned bidder certifies that as a condition of bidding he will hold good his bid prices for a minimum period of **sixty (60)** calendar days from the date bids are opened.

The undersigned bidder acknowledges that he may be required to furnish additional information as deemed necessary by the Procurement Manager, to update their records should he be awarded the project described herein.

The undersigned bidder affirms that he has or will obtain all equipment necessary to complete the work described, that he has or will obtain and pay for all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida.

The undersigned bidder has not divulged to, discussed with, or compared this bid with the other bidders, and has not colluded with any other bidder or parties to a bid whatsoever. Further, the undersigned guarantees the truth and accuracy of all statements and answers contained in this proposal.

The undersigned bidder hereby certifies that the invitation to bid has not been altered in any manner; and that bidder has received all the Addenda listed below and has incorporated them into his Bid listed herein. Failure to acknowledge the above requirements will render the bid non-responsive and no further evaluation of the bid will occur.

This project will be awarded to the lowest responsive, responsible bidder within budget.

The City of Stuart offers bidders who commit to accepting the Purchasing Card, noted above in the Bid Schedule as payment method, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price.

Company Name: _____

Addendum _____ Issued _____ BIDDER'S INITIALS _____

Addendum _____ Issued _____ BIDDER'S INITIALS _____

Addendum _____ Issued _____ BIDDER'S INITIALS _____

Addendum _____ Issued _____ BIDDER'S INITIALS _____

DATE: _____

FOR: _____
(Firm Name)

(Witness)

BY: _____
(Signature)

(Witness)

(Title)

(Affix Seal)

(Corporate Attest by Secretary)

State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the physical address of the place of business (Post Office Box is neither appropriate nor acceptable). If a CORPORATION, state the name of the President, Secretary and Resident Agent. If a PARTNERSHIP, state the names of all partners. If a TRADE NAME, state the names of the individuals who do business under the trade name. If the firm is a foreign corporation (i.e. non-Florida), it must be authorized to do business in the State of Florida by the Florida Secretary of State.

PLEASE PRINT OR TYPE.

Firm Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Facsimile Number: _____

Name

Title

Name

Title

Name

Title

(Add additional sheets, if necessary)

WARRANTIES

In consideration of, and to induce the award of the CITY OF STUART, FLORIDA, contract described in these bid documents, the contractor represents and warrants to the City of Stuart, Florida:

(1) The Contractor is financially solvent and sufficiently experienced and competent to perform all the work required of the Contractor in the contract; and

(2) That the facts stated in the Contractor's bid and information given the Contractor pursuant to the request or proposal for bids, instructions to bidders and specifications, are true and correct in all respects; and

(3) That the Contractor has read and complied with all the requirements set forth in the request for bids, instructions to bidders and specifications; and

(4) That the Contractor warrants all materials supplied by it under the terms of the contract are delivered to the City of Stuart, Florida, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to the City of Stuart, Florida, against all persons claiming the whole or any part thereof; and

(5) That the materials supplied to the City of Stuart, Florida, under the contract are free from the rightful claims of any persons whomsoever by way of patent or trademark infringement or the like; and

(6) That the materials supplied under the contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

(7) That the materials supplied under the contract are free from defects in material and workmanship under normal use and service and that any such materials found to be defective within one year from the date of delivery, shall be replaced by the contractor free of all charges, including transportation; and

(8) That the materials supplied pursuant to the contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the materials will continue to be fit for such purposes for a period of one year after delivery, provided that the City shall give the Contractor written notice within five calendar days after the first discovery by the City that the materials failed to fulfill the warranty, whereupon, the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the City agrees to cooperate in this regard. If the materials cannot be made to fulfill the warranty with said one year period, the Contractor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason of this warranty of fitness; and

(9) That this warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amount of One Million (\$1,000,000) Dollars for property damage and One Million (\$1,000,000) Dollars for personal injury as shown on the certificates of such insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this warranty; and

(10) That it is an express condition of this warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied to the City of Stuart, Florida, or is attached hereto, as to such maintenance and operation instructions shall void this warranty as to that portion of the material; accordingly, the City of Stuart should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this warranty, the City of Stuart, Florida, agrees to present such records to the Contractor upon request in the event of a claim hereunder by the City; and

(11) That it is agreed and understood by the Contractor that the City of Stuart, Florida, is induced to enter the contract to which this warranty applied in reliance upon this warranty.

SIGNED, sealed and delivered on this _____, 20__.

(SEAL)

CONTRACTOR:

BY: _____

ATTEST:

Secretary
(Certificates of Insurance attached)

QUESTIONNAIRE FORM

The undersigned guarantees the truth and accuracy of all statements and answers herein contained. All bids must contain a detailed Work Plan which specifically addresses questions #'s 5-8.

1. How many years has your organization been in business as a contractor?

2. What is the last project of this nature that you have completed? (Please provide a contact name and telephone number)

3. Have you any similar work in progress at this time? Yes ☐ No ☐

4. List contact information below for trained personnel, including Supervisor (to the City account) with a minimum of five (5) years' experience in similar work and provide details of their qualifications. (Please provide a contact name and telephone number radio, beepers, cellular phones etc.):

➤

➤

➤

➤

5. Have you personally inspected the proposed project site and have you a complete plan for its performance? Yes ☐ No ☐

6. Will you sublet any part of this work? Yes ☐ No ☐ If so, give details:

7. List equipment available for the work.

8. Please list and attach the type/number of certified contractor license(s)

CITY OF STUART
SAFETY STANDARDS CERTIFICATION

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

Signed, Sealed and Witnessed in the Presence of:

DATE: _____

(Witness)

(Witness)

FOR: _____

(Firm Name)

BY: _____

(Signature)

(Title)

(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this ____ day of _____ 20____,

known to me, or identified as _____

in the City of _____, County of _____, State of _____.

Signed: _____ Notary Public

My Commission Expires: _____. (Affix Seal)

SUBCONTRACTORS LIST
(Check one of the two boxes below)

- ☐ I DO INTEND TO USE SUBCONTRACTORS ON THIS PROJECT. *(Fill in the form below)*
- ☐ I DO NOT INTEND TO USE SUBCONTRACTORS ON THIS PROJECT. *(Ignore the form below)*

The bidder proposes to use the following subcontractors on this project. The bidder shall list all proposed subcontractors that he/she intends to use or do business with during the course of this project. The Bidder will make additions, deletions or substitutions **only with the permission of the City of Stuart and after sufficient prior written notification.**

1			
Subcontractor Firm Name	Address	Telephone No.	
2			
Subcontractor Firm Name	Address	Telephone No.	
3			
Subcontractor Firm Name	Address	Telephone No.	
4			
Subcontractor Firm Name	Address	Telephone No.	
5			
Subcontractor Firm Name	Address	Telephone No.	
6			
Subcontractor Firm Name	Address	Telephone No.	
7			
Subcontractor Firm Name	Address	Telephone No.	
8			
Subcontractor Firm Name	Address	Telephone No.	
9			
Subcontractor Firm Name	Address	Telephone No.	
10			
Subcontractor Firm Name	Address	Telephone No.	

(Use additional pages if necessary.)

EXPERIENCE OF BIDDER

The bidder shall complete the following blanks regarding experience in this particular project work. Bidder must demonstrate ability to deliver contracts of similar complexity, nature, and size of this project.

#1	Agency	
	Address	
	City, State, ZIP	
	Contact Person	
	Telephone	
	Date(s) of Contract	
	Dollar Value of Contract	
#2	Agency	
	Address	
	City, State, ZIP	
	Contact Person	
	Telephone	
	Date(s) of Contract	
	Dollar Value of Contract	
#3	Agency	
	Address	
	City, State, ZIP	
	Contact Person	
	Telephone	
	Date(s) of Contract	
	Dollar Value of Contract	

BID BOND

Attach or insert your bid bond forms or acceptable bond payment in lieu of bond here.

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

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

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

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

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

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

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

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

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

Signature

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____ OR Produced Identification _____

Notary Public – State of Florida

Type of Identification _____ My Commission Expires: _____

SEAL OR STAMP

STATEMENT OF NO BID

If you do not intend to bid on this requirement, please complete and return this form prior to date shown for receipt of bids to: The City of Stuart Procurement & Contracting Services Office, 121 S.W. Flagler Avenue, Stuart, Florida 34994

We have declined to bid to Bid on this solicitation for the following reasons:

- ☐ Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)
- ☐ Insufficient time to respond to Invitation to Bid
- ☐ We do not offer this product or equivalent
- ☐ Our project schedule would not permit us to perform.
- ☐ Unable to meet specifications
- ☐ Unable to meet bond requirements
- ☐ Specifications unclear (please explain below).
- ☐ Other (please specify below).

REMARKS _____

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED; OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF STUART FOR FUTURE PROJECTS.

Company Name

Address

Telephone Number

Typed Name and Title

Signature and Title

Date

SECTION V

GENERAL CONSTRUCTION CONDITIONS

It is mutually agreed by the parties hereto that this contract is subject to the provisions of the Charter of the City of Stuart and of the provisions of the Constitution of Florida and of the several acts of the Legislature under which the City exists and of the ordinances and resolutions authorizing this improvement; that upon ten-days written notice the work under this contract may, without cost or claim against said City of Stuart, be suspended by the City Commission for cause; that upon complaint of any owner of any real estate to be assessed for this improvement, that this improvement is not being constructed in accordance with this contract, the City Commission shall consider the complaint and make such order in the premises as it may deem just, and the decision of the City Commission shall be final; that this contract is subject to the additional conditions and stipulations which follow.

All materials and workmanship shall be first class and nothing herein shall be construed as to relieve the Contractor from this responsibility.

1. THE CONTRACT: Except titles, subtitles, headings, running headlines, tables of contents and indices, the following, except for such portions thereof as may be specifically excluded, constitute the Contract:

- The Notice to Bidders
- Statement of Work
- The Bid
- Acknowledgment of Bidders, Contractors and City Officials
- The Bid Bond
- Questionnaire Forms
- The Instructions to Bidders
- Special Conditions
- General Conditions
- Specific Provisions
- The Contract
- Surety Bond
- The Performance Bond
- Final Receipt
- The Plans, Revisions and Supplementary Drawings
- All addenda issued by the City prior to the receipt of bids
- All provisions required by law to be inserted in this Contract, whether actually inserted or not.
- Change Orders
- Written Instructions from the Engineer

2. DEFINITIONS: The following words and expressions, or pronouns used in their stead, shall wherever they appear in the Contract and the Contract Documents, be construed as follows, unless a different meaning is clear from the context:

"Owner" - Wherever the words "City Commission", "Owner", or pronoun in lieu thereof is used in this Contract, the same shall be considered as referring to and meaning the City Commission of the City of Stuart, Florida.

"Contractor" - shall mean the party of the second part hereto, whether corporation, firm, partnership, or individual, or any combination thereof, and its, their, or his successors, personal representatives, executors, administrators, and assigns, and any person, firm or corporation who or which shall at any time be substituted in the place of the party of the second part under this contract.

"City Engineer" or "Engineer" - Wherever the words, "City Engineer ", "Engineer" or a pronoun in lieu thereof is used in the Contract, the same shall be considered as referring to and meaning the City's Engineer of Record on this project; and/or the Public Works Director of the City of Stuart, Florida and his authorized agents.

"Inspector" - A representative of the City Public Works Director.

"Surety" - shall mean any corporation that executes, as surety, the Contractor's performance bond securing the performance of this Contract.

"The Work" - shall mean everything expressly or implied to be required to be furnished and done by the Contractor under the Contract and shall include both contract work and extra work.

"Contract Work" - shall mean everything expressly or implied to be required to be furnished and done by the Contractor *by any one or more of the parts of the Contract* referred to in the Contract hereof except extra work as hereinafter defined, it being understood that, in case of any inconsistency in or between any part or parts of this Contract, the City Purchasing Manager shall determine which shall prevail.

"Extra Work" - shall mean work other than that required either expressly or implied by the Contract in its present form.

"Bidding Documents" - Bidding documents shall include, but not be limited to, the following: Notice to Contractor, Instructions to Bidders, Proposal, Itemized Proposal Sheet, Special Conditions and/or Special Provisions.

"Final Acceptance" - shall mean acceptance of the work by the City Public Works Director as evidenced by his signature upon the final certificate of completion. Such acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate.

"Contract" or "Contract Documents" - shall mean each of the various parts of the contract referred to under the heading "The Contract", hereof, both as a whole or severally.

"Plans" - shall mean only those drawings specifically referred to as such in these documents or in any Addendum. The drawings or reproductions thereof which have been prepared by the City Public Works Director which show the locations, character, dimensions, and details of the work to be done. Drawings issued after the execution of the Contract to further explain or to illustrate or to show changes in the work will be known as "Supplementary Drawings" *and shall be binding upon the Contractor with the same force as the plans*. All working drawings submitted by the Contractor and approved by the Engineer become a part of the plans.

"Specifications" - shall mean any construction standards and/or specifications, issued by the office of the Public Works Director, City of Stuart, including any revision thereof.

"Addendum" or Addenda" - shall mean the additional contract provisions issued in writing, by the Engineer, prior to the receipt of bids.

"Notice" - shall mean written notice. Notice shall be served upon the Contractor, either personally or by leaving the said notice at his residence or with his agent in charge of the work, or addressed to the Contractor at the residence or place of business given in the bid and deposited in a postpaid wrapper in any post office box regularly maintained by the United States Post Office.

"Site" - shall mean the area upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the Engineer.

"Subcontractor" - shall mean any person, firm or corporation other than employees of the Contractor, who or which contracts with the Contractor, to furnish, or actually furnishes labor or labor and materials, or labor and equipment, or labor, materials and equipment at the site.

"Directed", "Required", "Permitted", "Designated", "Ordered", "Prescribed", and words of like import shall imply, unless otherwise specifically provided, the direction, requirements, permission, designation, order or prescription of the Engineer and 'approved', 'acceptable', "Satisfactory", "In the judgment of", and words of like import shall mean, unless otherwise specifically provided, approved by or acceptable to, or satisfactory to, or in the judgment of the Engineer.

"Day" - shall mean calendar day.

"Change Order" - shall mean a written order issued by the Purchasing Manager to the Contractor directing certain changes, additions, or reductions in the work or in the materials or methods to be used.

3. APPLICATION OF SPECIFICATIONS: When issued, construction standards and specifications, from the office of the Public Works Director, City of Stuart, are grouped under several sections. Each of these sections is primarily a particular phase of construction and shall be applied where appropriate. In no way shall any section be restricted to that particular section, but shall be applied to and govern any and all construction that applies, specifically states, or requires the operation as outlined in the section.

4. REFERENCE TO STANDARDS: Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization, or body, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the date of advertisement for bids, even though reference has been made to an earlier standard. The following list of specifications is hereby made a part of the contract the same as if herein repeated in full. In the event of any conflict between any of these specifications, standards, codes, or tentative specifications, and the City of Stuart standard specifications, the more restrictive shall govern. In the event that one of the following conflicts with another, the decision as to which shall govern will be decided by the Engineer, whose judgment will be final.

Reference to a technical society, organization, or body may be made in the specifications by abbreviations, in accordance with the following list:

AASHTO	for American Association of State Highway Transportation Officials
ACI	for American Concrete Institute
AGMA	for American Gear Manufacturers Association
AIEE	for American Institute of Electrical Engineers
AISC	for American Institute of Steel Construction
ASCE	for American Society of Civil Engineers
ASA	for American Standards Association
ASTM	for American Society for Testing Materials
ASME	for American Society of Mechanical Engineers
AWSC	for American Welding Society Code
AWWA	for American Water Works Association
CIPRA	for Cast Iron Pipe Research Association
FED SPEC	for Federal Specifications
NAV SPEC	for Navy Department Specification
NEC	for National Electric Code
NEMA	for National Electrical Manufacturers Association
NLMA	for National Lumber Manufacturers Association
SAE	for Society of Automotive Engineers Standards
SBC	for City of Stuart Building Code
U.L. Inc.	for Underwriters' Laboratories, Inc.
DOT	for Department of Transportation
FSBH	for Florida State Board of Health
MCHD	for Martin County Health Department
SHBI	for Steel Heating Boiler Institute
AWPA	for American Wood Preservers Association
SoBC	for Southern Building Code
FPC	for Florida Pollution Control
EPA	for Environmental Protection Agency
CofS	City of Stuart code of ordinances, charter, regulations

When no reference is made to a code, standard or specification, the standard specifications for the ASTM, the ASA, the ASME, the AIEE, or the NEMA shall govern.

5. TIME OF STARTING WORK: The work embraced in this contract shall be actively begun within ten days after notice has been given by the Engineer or Owner to commence construction, at such point or points as the Engineer may authorize, but no work shall be initiated until the Contractor has received the written authorization of the Engineer to do so. The work shall be carried on regularly and uninterruptedly with sufficient force to insure its completion within the time specified in the bid. Days when weather conditions prevent the continuance of the work shall not be charged against the contract time. Failure to do so shall render the Contractor liable to the City of Stuart in the amount of one hundred dollars (\$100.00) as liquidated damages for each and every day's delay in commencing work. For reasons satisfactory to the Owner, said Owner may, at its own option, waive any claims on the Contractor for damages here referred to.

6. TIME OF COMPLETION: Time being an essential condition of this contract; the entire work shall be completed on or before the dates herein before set forth. All material used in the construction must be removed and other parts of the work must be cleaned, satisfactorily to the Engineer, by the date aforesaid.

7. LIQUIDATED DAMAGES: The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one hundred dollars (\$100.00) for each and every day for the first thirty (30) days and five hundred dollars (\$500.00) for each and every day thereafter, which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty.

The party of the first part is hereby authorized to deduct the said sum (as specified above) from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

8. REIMBURSEMENT OF ENGINEERING EXPENSES: Should the entire completion and acceptance of the work herein embraced, together with any modifications or additions, be delayed beyond the time herein set it is understood and agreed that, aside from any other damage per day for such delay, from such time until the same is completed and accepted as herein provided, all cost of engineering and inspection on behalf of the Owner will be charged to the Contractor hereunder, and deducted from any estimate or payment otherwise due and payable to him from time to time.

9. EXTENSION OF TIME: The Contractor shall not be entitled to any claim for damages for any hindrances or delay from any cause whatsoever including a delay caused by the City or the Engineer, but such hindrances or delay may entitle him to an extension of time for completing the work. Said extension shall be, as determined by the Owner, sufficient to compensate for the detention, provided it shall have immediate notice from the Contractor, in writing, of the cause and the probable length of detention; however, neither an extension of time for any reason beyond the date set herein, nor the acceptance of any work subsequent to said date, shall be deemed a waiver by said party of the first part of the right to abrogate the contract for delay.

10. SCHEDULE OF WORK: Within two weeks after the execution of the contract, the Contractor shall submit, for approval, a schedule of work consisting of maps and written description, describing how he intends to progress with the construction within the contract limits. If this schedule is not submitted within the prescribed time, the Contractor shall not be permitted to start any construction until said schedule is submitted and approved.

Any and all delays in construction, due to the Contractor's failure to submit the required data at the prescribed time, shall not be sufficient reason for any requests for any extra payment or extension of contract time for said delays.

The Contractor will be issued a formal written "Notice to Proceed" at or shortly after the "Pre-Construction Meeting". This notice will contain the official start and completion dates for the project work. The allowable contract time will commence on the date specified in the "Notice to Proceed."

11. CONTROL OF THE WORK: The Engineer, under authority and direction of the Owner, shall have full control and direction of the work in all respects. All explanations, directions, working drawings, sketches, etc., necessary to carry out and complete the work in a manner satisfactory to the Owner shall be given by the Engineer. The Engineer and his authorized assistants shall, at all times, have the right to inspect the work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information as the Engineer may desire respecting the quality of the work and materials and the manner of conducting the work. Should the Contractor perform work in darkness ordinarily carried on in the daytime, he shall give ample notice to the Engineer so that proper and adequate inspection may be provided. Such work shall be done only under such regulations as are furnished in writing by the Engineer, and no extra compensation shall be allowed the Contractor therefore. In the event of night work, the Contractor shall furnish such light, satisfactory to the Engineer, as will insure proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all City ordinances relating to noise or work during prohibited hours.

12. INSPECTION: No Inspector shall have the power to waive the obligations resting upon the Contractor to furnish good material and do good work as herein prescribed. Any failure or omission on the part of any Inspector or the Engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly replace or rebuild the same at any time upon discovery of the defect and upon notice from the Owner or Engineer to do so.

13. OWNER'S RIGHT TO TERMINATE CONTRACT: If, in the sole opinion of the Owner, the Contractor shall be improperly performing said work, or shall neglect or refuse to take out or rebuild such work as shall have been rejected by the Engineer as being defective or unsuitable, or if at any time the Owner shall be of the opinion that the said work is being unnecessarily delayed and will not be finished within the prescribed time, they shall notify the Contractor in writing, and if the Contractor shall not within ten (10) days thereafter take such measures as will, in the judgment of the Owner, insure satisfactory performance, construction and completion of the work. The Owner may otherwise notify the contractor to discontinue all work under this Contract. The Contractor shall immediately respect said notice and stop said work and cease to have any rights in the possession of the ground and shall forfeit his Contract. The owner may thereupon advertise and let a Contract for the uncompleted work, and charge cost thereof to Contractor upon this Contract. Any excess of cost arising there from over and above original contract price shall be charged against the original Contractor and his surety or sureties who shall be liable therefore.

If the Contractor shall assign this Contract or any money accruing thereon or approved thereon, or abandon the work, or shall refuse or neglect to comply with the instructions of the Owner or Engineer relative thereto, or shall in any manner fail to comply with the specifications and stipulations herein contained, the Owner shall have the right to annul and cancel this Contract and proceed to re-let a Contract for the unfinished work. Such annulment shall not entitle the Contractor to any claim for damage on account thereof, nor shall it affect the right of the Owner to recover damages on account of such failure.

14. SUSPENSION OF WORK DUE TO WEATHER: During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspension shall be final and binding. During the suspension of the work for any cause, it must be suitably covered and protected so as to preserve it from injury by the weather or otherwise. If the Engineer shall so direct, the rubbish and surplus material shall be removed.

If the Owner or Engineer orders the suspension of work due to inclement weather, the Contractor shall receive an extension of time for the full period when such suspension is in effect until the suspension is lifted by the Owner/Engineer.

15. CONTRACTOR'S UNDERSTANDING: The party of the second part hereby admits and agrees that he has carefully read and considered the instructions to bidders herewith, and that he has made his proposal and hereby makes this Contract with full knowledge and acquiescence therein.

16. CONTRACTOR'S RESPONSIBILITY: The Contractor shall accept full responsibility for the work until final acceptance. He shall protect the work against all loss or damage sustained during the progress of the work, and properly repairs any damage done from any cause whatsoever.

17. SUPERINTENDENCE: When the Construction Manager is not present on the work, orders will be given to the foreman or superintendents who may have immediate charge thereof and shall be by them received and strictly obeyed.

18. EMPLOYEES: None but skilled foremen and workmen shall be employed on work requiring special qualifications. Any person employed on the work who fails, refuses or neglects to obey the instructions of the Engineer in anything relating to this work, or who appears to the Engineer to be disorderly, insubordinate, unfaithful or incompetent, shall upon the order of said Engineer, be at once discharged and not again employed on any part of the work. Any interference with, or abusive or threatening conduct toward the Engineer or his assistants by the Contractor or his employees or agents, shall be authority for the Owner to annul the contract and re-let the work.

19. SUBCONTRACTOR: The Contractor shall not sublet the whole or any part of the work without the written consent and approval of the Procurement & Contracting Services Manager. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Procurement Manager, a list of all subcontractors. No work shall be done by any subcontractor until such subcontractor has been officially approved by the Procurement Manager. *A subcontractor not appearing on original list will not be approved without written request submitted to the Procurement Manager and approved by the Owner.* In all cases, the Contractor shall give his personal attention to the work of the subcontractors and the subcontractor is liable to be discharged by the Engineer for neglect of duty, incompetence or misconduct.

20. AGREEMENTS WITH PROPERTY OWNERS: The Contractor will not use or store any materials on public or private property without written permission of the Owner. The City shall require from the Contractor a written copy of any and all agreements made between the Contractor and any private property owners regarding the use or storage of materials on their property.

21. BASIS OF PAYMENT: The price for each item shall include the furnishing of all labor, materials, equipment and incidentals required to complete the construction and to repair in a manner satisfactory to the Engineer any and all damage, as a result of work under this contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked, graveled or stabilized areas or driveways and including all above and underground obstructions not specifically named herein replacing in a manner satisfactory to the Engineer any or all of the above items which may be damaged beyond repair as a result of work under this contract; performing the work necessary

to complete any and all special connections, hangers, supports, bracing, blocking, shoring and patching necessary to complete the contract in a finished workmanlike manner ready for operation.

22. PAYMENTS: If evidence is produced before the final settlement of all or any balance, that the party of the second part has failed to pay to laborers, employed on this work, or failed to pay for the materials used therein, or if the Owner has reason to suspect the same, the Owner may withhold such balance, and, upon written evidence satisfactory to the owner as to the amount due for such labor and materials, settle and pay for the same and charge the amounts to the party of the second part and deduct the same from said balance or balances.

On or before the 25th day of the month in which the Contractor desires a partial payment, he shall submit an estimate for partial payment to the Engineer of Record. The partial payment estimate may be for the total value of all work completed to date, and may also include authorized change orders. A partial release of lien from all sub-contractors, suppliers and material men employed on the project shall accompany each partial payment estimate as a condition of payment. Payment of any undisputed sums will be made within 20 calendar days of submission of a pay request if it does not need to be reviewed and approved by the Engineer or Architect. If it must be reviewed and approved by an Architect or Engineer payment of any undisputed sums the pay request will be paid within 25 calendar days.

For any utility (water, sewer or drainage) or roadway construction and/or repair work that would require the contractor to perform a density test per the City of Stuart specifications, all hard copies of the density test reports performed within the requested pay period must be submitted with the payment application. Failure to provide the required documents may result in a delay of payment.

The City shall retain a portion of each partial payment according to the following schedule:

PERCENTAGE RETAINED FROM PARTIAL PAYMENT TO CONTRACTORS:

<u>Percentage of Work Completed</u>	<u>Percentage Retained by City</u>
0% to 50% Completion	10% of any moneys due Contractor
51% to 100% Completion	5% of any moneys due Contractor (at the sole discretion of the City)

The Owner/ Engineer shall review all estimates as submitted prior to making final payment shall adjust any discrepancy. The Engineer/Owner further reserves the right in the sole discretion of the Engineer/Owner to increase or decrease the percentage retained by the City in the event the job conditions warrant such action.

23. PURCHASING CARD PROGRAM: Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Bidder(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI).

24. FINAL PAYMENT: When all work embraced in this contract shall have been fully completed, agreeable to the specifications and stipulations herein, and to the satisfaction of the Owner, the Owner

shall cause a final estimate to be made of the amount and value of said work according to the prices and terms of this agreement. In making this final estimate neither the Owner nor the Contractor shall be stopped by the monthly estimates as aforesaid. From the sum total so found shall be deducted firstly all previous payments made to the Contractor, and secondly, all damages and proper charges under this agreement. The Contractor shall execute a final receipt and release on the forms provided by the Owner, making the final settlement and payment as aforesaid. A final release of lien from all sub-contractors, suppliers and material men employed on the project shall accompany the final payment estimate as a condition of payment.

Before final payment, a final inspection shall be held attended by the Contractor, the Owner, and the Architect/Engineer. All work shall be completed and accepted by the Owner/Engineer before the final payment will be made.

Before final settlement and payment is made under the terms of this Contract, such final settlement may, at the sole discretion of the Owner, be duly advertised at least ten (10) days prior thereto by publication of notice thereof at least twice in a public newspaper published in the City of Stuart and the City may withhold from all payments to the Contractor sufficient funds to insure payment of all claims files.

25. QUANTITIES: It is mutually agreed that the statement of work shows the approximate amounts only, and the plans, the general location; that no change will be made involving any departure from the general scheme of the work; that no such change involving material change in cost, either to the Owner or Contractor, shall be made, except upon written permission of the Owner; however, the Engineer shall have the right to make minor alterations in the line, grade, plan, form or materials of the work herein contemplated at any time before the completion of the same; that if such alterations shall diminish the quantity of the work to be done, such alterations shall not constitute a claim for damages or anticipated profits: that if such alterations increase the amount of the work to be done, such increase shall be paid for according to the quantity actually performed and at the price or prices stipulated therefore in the contract.

The owner shall, in all cases of dispute, determine the amount or quantity of the several kinds of work which are to be paid for under this contract, and shall decide all questions relative to the execution of the same and such estimates and decisions; shall be final and binding.

Any work not herein specified which may be fairly implied as included in the contract, of which the Owner shall judge, shall be done by the Contractor without extra charge.

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

- A. By such applicable unit prices, if any, as are set forth in the contract; or
- B. If no such unit prices are so set forth, then by a lump sum or other unit prices mutually agreed upon by the City and the Contractor; or

C. If no such unit prices are so set forth in the contract and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed and the cost shall be determined as follows:

- 1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon, to which shall be added an amount equal to 15 per cent of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.
- 2) For all materials used, the Contractor shall receive the actual cost of such materials delivered at the site and previously approved delivery point as established by original receipted bills. No percentage shall be added to this cost.
- 3) For special equipment and machinery such as power driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economic performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage shall be added to this sum.
- 4) The Contractor's profit shall be computed by taking 10% of the sum of Items 1 and 2. The total cost of performing this extra work shall be the sum of Items 1, 2, 3, and 4.

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

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

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

27. OMITTED WORK: The City may, at any time, by a written order and without notice to the sureties, require the omission of such contract work as it may find necessary or desirable. An order for omission of work shall be valid only by an executed change order. All work so ordered must be omitted by the Contractor. The amount by which the contract price shall be reduced shall be determined as follows:

- A. By such applicable unit prices, if any, as are set forth in the contract; or
- B. By the appropriate lump sum price set forth in the contract; or
- C. By the reasonable and fair estimated cost of such omitted work as determined by the Engineer and approved by the City Commission.

28. DISPUTED WORK: If the Contractor is of the opinion that any work required, necessitated, or ordered is not within the terms and provisions of this contract, he must promptly notify the Engineer,

in writing, of his contentions with respect thereto and request a final determination thereon. If the Engineer determines that the work in question is contract work and not extra work, or that the order complained of is proper, he will direct the Contractor to proceed and the Contractor must promptly comply. Final determination and decisions in case any question shall arise shall constitute a condition precedent to the right of the Contractor to receive any money therefore, until the matter in question has been determined.

29. LIABLE: The City of Stuart shall not be held liable for any damages or extras to either the general contractor on this project or utilities, should said damages or extras occur through neglect, failure or delay of the general contractor on this project, or improvement, to coordinate his work with others.

30. PROTECTION OF PUBLIC: The Contractor shall be required to observe all the ordinances in relation to obtaining permits for occupying, excavating, or in any way obstructing the streets and alleys. The Contractor shall erect and maintain barricades and sufficient safeguards around all excavations, embankments or obstructions; shall place sufficient warning lights at or near the work; keep the same burning from sunset to sunrise, employ watchmen, and strictly obey all laws and ordinances controlling or limiting those engaged in similar work.

Where there are telephones, telegraph, light or power poles, water mains, conduits, pipes or drains or other construction either public or private in or on the streets or alleys, the work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given, and all the facilities, afforded the owners of such construction encountered or likely to be encountered, as will enable them to preserve the same from injury.

The Contractor shall not be permitted to interfere with public travel and convenience by grading or tearing up streets indiscriminately, but the work of constructing the various items in this improvement shall proceed in an orderly, systematic and progressive manner.

31. ROYALTIES AND PATENTS: All fees, royalties and claims for any invention, or pretended invention, or patent on any article, material, arrangement, appliance or method that may be used upon or in any manner be connected with the construction of this work or appurtenances are hereby included in the prices stipulated in this contract for said work; the Contractor hereby expressly binds himself or itself to indemnify and save harmless the said City of Stuart from all such claims and fees and from any and all suits and action of every name and description that may be brought against said City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm or corporation.

32. INSURANCE: The Successful bidder shall not commence any work in connection with this agreement until it has obtained all of the types of insurance detailed in SECTION VI and such insurance has been approved by the City, nor shall the successful bidder allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. All policies shall be with insurers qualified and doing business in the State of Florida.

33. INDEMNITY: The said party of the second part hereby binds himself or itself to indemnify and save harmless the Owner from or on account of any injuries or damages, received or sustained by

the party of the first part or any person or persons during or on account of the construction of this work; or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act of omission of the said party of the second part or his or its agents, servants or employees. Said indemnity to be covered by and limited to the amount of Comprehensive General Liability Insurance set forth under the heading Public Liability Insurance.

In case of injury to persons, animals or property by reason of failure to erect or maintain proper and necessary barricades, safeguards and signals, or by reason of any negligence of any Contractor, subcontractor, or any of the Contractor's agents, servants, or employees during the performance of the work before the estimates have become due under this contract, the Owner may, through its officials, withhold such payments, so long as may seem necessary for the indemnity of the Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as above set forth.

34. INSURANCE COVERING SPECIAL HAZARDS: The successful bidder is required to have an emergency action plan in place to mitigate any exposure caused by windstorms, flood or other weather related occurrences. The successful bidder is responsible for securing and/or removing temporary devices and securing the construction site.

Contractor will prepare a Hurricane Emergency Plan similar to the following:

In the event of a hurricane, the following plan will be implemented:

Initial Notice of Pending Storm via Radio and/or Television:

- The Contractor will notify the City of the storm and both entities will follow the tracking to determine if the project site will be in the cone of influence for the storm.
- The Contractor will make plans for the storage/removal of all equipment and materials on the project.
- The Contractor will make sure the City has an up to date emergency list for the Contractor's personnel and the City will provide the Contractor with a list of appropriate City emergency personnel.

72 Hours Prior to Landfall:

- The Contractor will open all drainage to minimize flooding of the adjacent neighborhoods and roads.
- The Contractor will make necessary improvements to the project to protect his work.
- The Contractor will begin securing all materials and equipment on the project.
- The Contractor will install any necessary pavement markings on the pavement anticipating the removal of all temporary devices.

48 Hours Prior to Landfall:

- The Contractor will remove all temporary signing and Maintenance of Traffic devices from the roadway.
- The Contractor will complete the securing of all materials and equipment on the project.
- The Contractor will notify the City of the securing of the project.
- The Contractor will vacate the project site.

24 Hours Prior to Landfall:

- Emergency personnel for the Contractor will be available by telephone.
- All Contractor personnel will be off the project site.

12 Hours Following the Hurricane Event:

- Contractor emergency personnel will review the site and make preparations for any repairs.
- The Contractor will notify the City emergency personnel of the status of the project site.
- The Contractor will document all damage caused by the storm event.

Contractor shall become familiar with and prepare for the normal weather conditions existing in Martin County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to, delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. Contractor's Contract Price and Project Schedule, and any subsequent approved revisions thereto, shall sufficiently anticipate and include normal weather Days as reflected by 10-year average of historical records produced by the National Weather Service. Additionally, the Contractor assumes the risk for all costs associated with concealed Site conditions which are foreseeable through the exercise of due diligence. Again, it shall be the obligation of the Contractor to fully investigate the Site and provide sufficient contingency amounts for conditions which are foreseeable.

35. CONTINGENT LIABILITY: The above policies for public liability insurance must be so written as to include contingent liability insurance to protect the Contractor against claims arising from the operations of subcontractors.

36. PROOF OF CARRIAGE OF INSURANCE: The Contractor shall furnish the City with satisfactory proof of carriage of the insurance required.

37. SANITARY REGULATIONS: Necessary sanitary conveniences, for the use of laborers on the work, shall be erected and maintained by the Contractor, in such a manner and at such points as shall be approved by the Engineer. Their use shall be strictly enforced. The Contractor shall supply sufficient drinking water to his employees from such sources as shall be approved by the Engineer, and shall obey and enforce such sanitary regulations and take such precautions against infectious diseases, as the Engineer may deem necessary. Should any infectious diseases occur among his employees, he shall arrange for the immediate removal of the patient from the work and isolation of all persons connected with the work.

38. SHANTIES: Should the Contractor build shanties or other structures for housing personnel, tools, machinery and supplies, they shall be permitted only at approved places, and their surroundings shall be maintained at all times in a satisfactory and sanitary manner. On or before the completion of the work, all such structures shall be removed, together with all rubbish and trash, at the expense of the Contractor.

39. PROTECTION OF WORK AND MATERIALS: Facilities for handling of material and inspecting the work shall at all times be furnished by the Contractor, and all costs due to delays in handling of materials or equipment, and loss or damage, shall be at the expense of the Contractor. The Contractor shall provide suitable and adequate storage for materials and equipment during the progress

of the work and be responsible for any loss or damage to the materials furnished him under other contracts, as well as those furnished by him, until the final acceptance of the completed work.

40. COPIES FURNISHED TO CONTRACTOR: After the contract has been executed, the Contractor will be furnished with up to six (6) sets of paper prints of each sheet of the plans and bidding documents. Additional copies of plans and specifications, when requested, will be furnished to the Contractor at cost of reproduction.

The Contractor shall furnish each of the subcontractors, manufacturers and materialmen such copies of the contract documents as may be required for his work.

41. INTERPRETATION OF PLANS AND SPECIFICATIONS: The Engineer shall decide all questions concerning the interpretation of the plans and specifications pertaining to the character, quality, amount and value of any work done and materials furnished under or by reason of this contract, and his estimate and decisions shall be final and conclusive. All questions regarding issues arising from the work herein not specifically addressed elsewhere in these documents shall be interpreted by the Engineer in his sole discretion and his decisions shall be final and conclusive.

42. CONTRACTOR TO CHECK PLANS AND DATA: The Contractor shall verify all dimensions, quantities, and details shown on the plans, supplementary drawings, schedules, or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts and discrepancies found therein. Failure to discover or correct errors, conflictions, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting there from nor from rectifying such condition at his own expense. He will not be allowed to take advantage of any error or omissions, as full instructions will be furnished by the Engineer, should any error or omissions be discovered. All schedules are given for the convenience of the Engineer and Contractor and are not guaranteed to be complete.

43. SUPPLEMENTARY DRAWINGS: When, in the opinion of the Engineer, it becomes necessary to explain more fully the work to be done, or to illustrate the work further, or to show any changes which may be required, drawings, known as supplementary drawings, with specifications pertaining thereto, will be prepared by the Engineer and five (5) paper prints thereof will be given to the Contractor.

The supplementary drawings shall be binding upon the Contractor with the same force as the plans. Where such supplementary drawings require either less or more than the estimated quantities of work, credit to the City of compensations therefore to the Contractor shall be subject to the terms of the agreement.

44. APPROVAL: If the shop working drawings show departures from the contract requirements, the Contractor shall make specific mention thereof in his letter of submittal: otherwise, approval of such submittals shall not constitute approval of the departure. Approval of the drawings shall constitute approval of the subject matter thereof only, and not of any structure, material, equipment or apparatus shown or indicated. The approval of drawings will be general, and shall not relieve the Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the contract and not indicated on the drawings. No work called for by working drawings shall be done until the said drawings have been approved by the Engineer.

If catalogue sheets or prints of manufacturers' standard drawings are submitted as working drawings, any additional information or changes on such drawings shall be typewritten or in ink.

The procedure in seeking approval of working drawings shall be as follows:

The Contractor shall submit promptly a sufficient number of copies of each shop drawing to provide the Engineer with three (3) copies in addition to the number of copies the Contractor requires for his own purpose. Re-submission of drawings shall be made in the same quantity until final approval is obtained.

After checking by the Engineer, the shop drawings will be stamped and marked in one of the following ways:

- A. Approved as drawn
- B. Approved as noted
- C. Approved as corrected - Resubmit
- D. Not approved - Resubmit

No work required by shop drawings shall be executed until approved by the Engineer and a copy stamped "Approved" is on the job site. No copies not so stamped shall be kept at the job site.

Approval by the Engineer of shop drawings for any material, apparatus, devices and layouts shall not relieve the Contractor from the responsibility of furnishing same of proper dimension size, quantity, quality, and all performance characteristics to efficiently perform the requirements and intent of the contract documents. Such approval shall not relieve the Contractor from responsibility for errors of any sort on the shop drawings. If the shop drawings deviate from the contract documents, the Contractor shall advise the Engineer of the deviations in writing accompanying the shop drawings, including the reasons for the deviations.

45. MATERIALS AND MANUFACTURED ARTICLES: In general, wherever in these contract documents a particular brand, make of material, manufactured article, device or equipment is shown or specified, such brand, make of material, manufactured article, device or equipment should be regarded merely as a standard. If two or more brands, makes of material, manufactured articles, devices or equipment are shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, manufactured article, device or equipment which, in the opinion of the engineer, is the recognized equal of that specified, considering quality, workmanship and economy of operation, and is suitable for the purpose intended, will be accepted.

All material and workmanship shall in every respect, be in accordance with what, in the opinion of the engineer, is in conformity with approved modern practice.

Wherever the plans, specifications, or other contract documents, or the directions of the engineer admit of doubt as to what is permissible and/or fail to note the quality of any work that interpretation will be made by the engineer, which is in accordance with approved modern practice, to meet the particular requirements of the contract.

In all cases new materials shall be used, unless this provision is waived by notice from the owner or the engineer in writing.

In certain specific instances, however, as may be listed and described in the Special Conditions contained herein, materials, manufactured articles, devices or equipment are deemed most suitable for the service anticipated. This is not done, however, to eliminate others equally as good and efficient. The contractor shall prepare his bid on the basis of the particular equipment and materials specified for the purpose of determining the low bid. The awarding of the contract will constitute a contractual obligation to furnish the specified equipment and materials unless the contractor desires to follow the following procedure:

After the execution of the contract, substitution of makes other than those named in the contract will be considered for two reasons only.

- 1. That the equipment proposed for substitution is superior in construction and/or efficiency to that named in the contract.
- 2. That the equipment proposed for substitution is equal in construction and/or efficiency to that named in the contract.

In either case, it will be assumed that the cost to the Contractor of the equipment proposed to be substituted is less than the equipment named in the contract and if the substitution is approved the contract price shall be reduced a corresponding amount.

To receive consideration, requests for substitution must be accompanied by documentary proof of the actual difference in cost to the Contractor in the shape of certified copies or equipment company's quotations to the Contractor covering the original equipment and also equipment proposed for substitution or other proof satisfactory to the Owner. It is the intention that the Owner shall receive the full benefit of the savings in cost involved in any substitution. In all cases the burden of proof that the equipment offered for substitution is equal or superior in construction and/or efficiency to that named in the contract shall rest on the Contractor, and unless the proof is satisfactory to the Owner, the substitution will not be approved. Requests for substitution on the grounds that better delivery can be obtained on the equipment proposed for substitution will not be approved for it will be considered that the Contractor in his proposal has named equipment on which he has received proposals from equipment manufacturers giving a delivery time which will permit completion of the project within the contract time. Requests for substitution of equipment, which the Contractor cannot prove to the satisfaction of the Owner to be equal or superior in construction and/or efficiency to that so named in the contract will not be approved.

In the event the Contractor obtains the Engineer's approval on equipment other than that which is shown on the plans and specified herein, the Contractor shall at his own expense make any changes in the structures, buildings or piping necessary to accommodate the equipment.

46. SAFEGUARDING MARKS: The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the work, bear the cost of reestablishing same if disturbed, or bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or for removing without authorization, such established points, stakes and marks.

The Contractor shall safeguard all existing and known property corners, monuments and marks not related to the work and, if required, shall bear the cost of having them reestablished by a licensed surveyor is disturbed or destroyed during the course of construction.

47. EXISTING UTILITY SERVICE: All existing utility service shall be maintained with a minimum of interruption at the expense of the Contractor.

48. SALES TAX ON PUBLIC WORKS CONSTRUCTION CONTRACTS: The Contractor shall familiarize himself with Florida law on sales tax and comply with the regulations set forth therein.

49. JOB DESCRIPTION SIGNS: Unless otherwise directed by the City, the Contractor shall furnish, erect, and maintain suitable weatherproof signs containing the following information:

- A. City Seal (in colors) in the upper left hand corner
- B. Project Number, Project Title and Bid Number
- C. Job Description
- D. Estimated Cost
- E. Completion Date

Minimum size of sign shall be four feet high, eight feet wide and shall be suitably anchored. The entire sign shall be painted with a white background and present a pleasing appearance. Lettering will be in black and will be of a size large enough to be easily read from the adjacent roadway. Exact location of signs will be determined in the field. For linear projects, two (2) signs will be required, one at each end of the job. The cost of such job signs shall be at the sole expense of the Contractor.

50. PERMITS: The Contractor shall be responsible for obtaining all local building permits. It is the responsibility of each bidder to contact the appropriate permitting agency and determine what fees and submittals are necessary to pull a permit. By submitting a bid the bidder certifies that he/she has contacted the appropriate permitting agencies, is knowledgeable of all the permit submittal requirements, and is prepared to obtain a permit within a reasonable time to be specified by the City. The Contractor is required to pay all the required permit fees whether or not there is a line item in the bid schedule, so he/she should ensure that these costs are included in his/her bid submission.

51. CALENDAR DAY: A calendar day is defined as any calendar day including Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday, and all City, State, and Federal recognized holidays. All work performed during a calendar day shall be in accordance with the appropriate Section of the Code of Ordinances of the City of Stuart.

The Contractor is encouraged to work during daytime hours with minimal disruption to businesses and the traveling public. Contractors wishing to work on Saturdays, Sundays or City recognized legal holiday, shall submit a request to the City's Project Manager, in writing, prior to starting such work.

52. REGULATIONS: These specifications will not relieve the Contractor from adhering to requirements or regulations of any regulatory agency. No Contractor will be permitted to work more than eight hours per day, forty hours per week on any contracts awarded by the City to perform municipal construction without receiving written approval from the Engineer. In the event approval is granted for a Contractor to work more than eight hours per day or forty hours per week, the cost of the engineering and inspection charges for this overtime work will be deducted from the Contractor's payments. Contractors receiving authorization from the Engineer to work overtime for the benefit or to protect the health and welfare of the City shall not be assessed for this overtime. Inclement weather, relocation of conflicting utilities, change orders specifying a specific number of days' extension, or

authorized written delays by the Engineer shall be not charged against the contract time. The decision of the Engineer as to the days not charged against the contract time shall be final and binding.

53. TESTING: All testing will be directed by the Contractor unless otherwise specifically stated in the plans or specifications and all tests shall be done by a laboratory approved by the City's Project Manager and the expenses will be paid by the Contractor.

The Contractor will be required, at his expense, to provide samples of materials to be tested, or make available or prepare sites for the testing procedures and supply any necessary equipment to make these tests in the field. The Contractor will be required to pay all expenses including all laboratory fees when the results of these tests have failed to meet the minimum standards within the specified tolerances set forth in the specifications. The Contractor may, at his option, be billed directly by the laboratory for these expenses or have the amount deducted from his final payment upon the completion of the contract.

All tests required, whether done by the City's or the Contractor's laboratory will be provided to the Engineer or his designated representative at the time and place of his choosing in his sole discretion.

54. LOCATING UNDERGROUND UTILITIES: In accordance with Florida law the Contractor will call the *Florida One Call* or other appropriate designated agency 48 hours prior to any ditching, trenching or digging in any areas of the project in order to have telephone, cable television, telegraph, light or power poles, water mains, conduits, pipes or drains or other underground utilities either public or private in or on the streets or alleys. All work on this project shall be conducted so that no interruption or delay will be caused in the operation or use of these utilities. When disruptions of utility services are unavoidable, necessary and planned for, proper written notice shall be given to all affected or likely to be affected citizens, at least 24 hours in advance, so that they are afforded the opportunity to make suitable arrangements to compensate for the service disruption.

In addition to the above, the contractor will initiating work, in or immediately adjacent to the Florida East Coast Railway right of way, prior to contact the Florida East Coast Railway and ensure that they have adequate plans for the work to be constructed; that they are aware of the beginning and completion dates of said work, that no work to be accomplished will hazard or endanger any FEC trains or property; and that their Signal Group is notified to provide locates for their underground utilities (the FEC is not notified by Sunshine One Call). The Telephone number for the FEC Signal Group is: 1-800-342-1131 extension 2377 or 1-904-826-2377.

55. DAMAGE TO PUBLIC OR PRIVATE PROPERTY: If, during construction, the Contractor causes any damage or aggravates an existing condition on public or private property, he shall be held responsible for complete replacement of those items in question.

If any of the items below are disturbed or any damage done to existing structures, pavement, meter posts, driveways, markers, street and traffic signs, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, traffic and street light standards and foundations, roof drains, benches, meter boxes, striping, catch basins, flagstones, rocked, graveled or stabilized areas or driveways and including all obstructions not specifically named herein, shall be repaired in a manner satisfactory to the Engineer.

56. HURRICANE AND STORM WARNINGS: The Contractor will be required to remove all materials from the job site or provide safe storage for the same, that may be blown about or become a hazard during a hurricane or windstorm. Contractor shall also take necessary precautions to remove bullheads, dams or other structures blocking drains in the event of flooding conditions. No extra pay will be allowed for this work.

57. DUST PREVENTION: The Contractor shall, by means of a water spray, take all necessary precautions to prevent or abate a dust nuisance arising from dry weather or work in an incomplete stage. All costs of this work shall be included in cost of other parts of the work.

58. PLACING BARRICADES AND WARNING LIGHTS: The Contractor shall furnish and place, at his own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular, boater, and pedestrian traffic. Should the Contractor fail to erect or maintain same etc., the Engineer may, after 24 hour notice to the Contractor, proceed to have such placed and maintained by City or other forces and all costs incurred thereof charged to the Contractor and may be retained by the City from any moneys due, or to become due, to the Contractor.

59. POWER/UTILITIES: The Contractor shall furnish all electrical or other power required for construction, testing and trial operation prior to final acceptance by Owner.

60. PHOTOGRAPHIC DOCUMENTATION OF JOB SITE: *The Contractor shall be required to furnish the Owner with either videotapes and digital photographs of the entire jobsite prior to the start of any construction activity in a manner and format acceptable to the Public Works Director sufficient to document the condition of that site prior to any work being undertaken by the Contractor.* At the completion of all construction activities, the Contractor shall be required to furnish the Owner with videotapes and digital photographs of the entire jobsite in a manner and format acceptable to the Public Works Director sufficient to document the condition of that site after the completion of all work being undertaken by the Contractor. The decision as to whether videotapes, digital photographs or both will be required will be at the sole discretion of the Public Works Director based on his assessment of which provides the best documentary evidence of the before and after conditions of the jobsite. Unless otherwise stipulated in the specifications, the Contractor shall furnish said photographic documentation of the job site at his own expense.

61. ACCESSIBILITY STANDARDS: In respect to the supply and/or installation of the services and/or items as outlined under this bid/contract; the Bidder/Contractor certifies that the work will done or the item provided is in compliance with the applicable ADA Standards and/or in compliance with the Florida Accessibility Code for Building Construction.

All applicable shop drawings will be submitted for review to ensure that the product or the work as required by this bid is in compliance with the applicable ADA Standards and/or in compliance with the Florida Accessibility Code for Building Construction.

62. RECORD DRAWINGS: Toward the end of the project prior to requesting the substantial completion walkthrough the Contractor shall produce at his own expense and submit to the Owner via the Engineer or Architect the following copies of record drawings for review and approval:

- A. Three blue (or black) line drawings signed and sealed by a registered Professional Engineer or Professional Surveyor and Mapper licensed in the State of Florida.

At the completion of the project, including punch list items and prior to submitting an application for final payment, the Contractor shall produce at his own expense and submit to the Owner via the Engineer or Architect the following copies of final record drawings for review and approval:

- B. Eight blue (or black) line drawings signed and sealed by a registered Professional Engineer or Professional Surveyor and Mapper licensed in the State of Florida.
- C. One digital copy of the record drawings in "AutoCAD" format version 2004 or earlier and adobe acrobat (PDF).

The Engineer may require the Contractor to submit additional signed and sealed copies of record drawings at any time in the process for review or use by the Owner and Engineer and the Contractor will provide additional signed and sealed copies as requested at no additional expense to the Owner or Engineer.

All engineering record drawings shall be signed and sealed by a registered Professional Engineer or Professional Surveyor and Mapper licensed in the State of Florida. All digital record information files must be in State Plane Coordinates: (NAD 83/90).

The Contractor is responsible for providing all construction staking, as needed, to accurately complete the project.

63. ADDITIONAL REQUIREMENTS: The successful bidder is required to comply with the Immigration Reform Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986, to provide employers with proof of citizenship or authorization to work in the United States.

SECTION VI INSURANCE REQUIREMENTS AND CERTIFICATE OF INSURANCE

The successful bidder shall **not** commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful bidder allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

Proof of ability to obtain insurance must be included with bid submittal. The following insurance shall be furnished by the successful bidder by Certificate of Insurance, which names the bidder, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A: VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

A hold harmless/indemnification clause which have been drafted by legal counsel should be included in your agreements and must comply with the provisions of F.S. 725.06 (construction contracts) and F.S. 725.08 (design professional contracts). To assure the indemnitor has the financial resources to respond to its obligation to indemnify, adequate insurance should be required to respond to the contractually assumed liabilities including proper additional insured endorsements.

All contractors including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

1. Commercial General Liability: The Contractor/Lessee/Service Provider shall, during the life of this agreement take out and maintain broad form Commercial General Liability Insurance, including contractual liability, to cover the Hold Harmless agreement set forth herein, with limits of not less than:

- | | |
|---|-----------------------|
| • Each Occurrence | \$1,000,000 |
| • Personal/Advertising Injury | \$1,000,000 |
| • Products/Completed Operations Aggregate | \$2,000,000 |
| • General Aggregate | \$2,000,000 |
| • Fire Damage | \$100,000 Any 1 Fire |
| • Medical Expense | \$10,000 Any 1 Person |

An Additional Insured endorsement **MUST** be attached to the Certificate of Insurance and **MUST** include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products and Completed Operations Coverage to be provided for a minimum of 10 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided. XCU coverage is to be included. There should be

no exclusion for fellow employees, cross liability or insured vs. insured. Contractual liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO Form Separation of Insureds clause. There shall not be a “damage to your work” exclusion in the policy. Policy is to include coverage for pollution release at project location in which the insured is performing non-environmental operations. A “limited pollution liability extension endorsement” may be attached. There shall be no exclusion for mold, silica or respirable dust or bodily injury or property damage arising out of heat, smoke, fumes or ash from a hostile fire.

2. Business Automobile: The Contractor/Lessee/Service Provider shall during the life of this Contract take out and maintain Business Automobile Liability for any auto (all owned, hired, and non-owned autos) with limits of not less than \$1,000,000 per accident. In the event bidder does not own any automobiles, the City will accept proof of hired and non-owned auto liability only. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

3. Worker’s Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance with limits equal to Florida Statutory requirements. Employers liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under federal workers compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided.

4. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

5. Certificates of Insurance: The Contractor **upon notice of award** will furnish Certificate of Insurance Form. These shall be completed by the authorized Resident Agent and returned to the Procurement and Contracting Services Division. This certificate shall be dated and show:

- A. The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
- B. Statement that the Insurer will grant the City the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal.
- C. City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

NOTE: The City can decrease or increase these limits, depending on the project, at its sole discretion. Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City’s Risk Manager.

SECTION VII

SCOPE OF WORK

1. SCOPE OF WORK:

- A. It is the intent of the bid and construction documents to have a finished project at completion of construction. Thus, the Bidder shall include all costs associated with the construction documents to ensure a full and complete bid for the construction and associated site work.
- B. All work shall be performed in a professional manner and shall conform to all applicable City, County, State and Federal Regulations and/or Codes. The Bidder/Contractor shall also be responsible for obtaining all permits and licenses required to begin work.
- C. Contractor is responsible for confirming actual site conditions prior to starting construction, and assures that the construction project produced will be built as designed by the Architect/Engineer.
- D. Lump Sum Bid: Work to construct a new maintenance shed. Work shall include all labor, materials, and equipment to complete the work as specified and in accordance with drawings, and other contract documents. All work shall consist of constructing a concrete reinforced foundation with pressure treated posts. In addition, the structure will consist of pre-engineered roof trusses with fiberglass shingles and other work as designed.
- E. The location map (Exhibit A) and plan drawings (Exhibit B) consisting of sheets 1 through 3 as designed by Architect/Engineer for this project are specified in Section X.



**SECTION VIII
CITY OF STUART
SAMPLE LUMP SUM CONTRACT**

**PROJECT: ITB #2017-315 TURF AND GROUNDS MAINTENANCE SHED
PROJECT**

CONTRACTOR: TBD

THIS LUMP SUM CONTRACT, made this ____ day of _____, 2017, between the City of Stuart, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter called the “**CITY**”, and the above-mentioned contractor, hereinafter called the “**CONTRACTOR**”:

WITNESSETH:

1. DESCRIPTION OF WORK

It is agreed that the work to be done under this Contract is to construct a new concrete maintenance shed at the Turf and Grounds Division. Work to include furnishing all labor, materials, equipment, and incidentals necessary to complete the work as set forth in the documents identified and listed in “**Exhibits A & B**” attached hereto. A copy of the original of these documents is on file in the Office of the City Clerk as a public record. Any conflict between the terms and conditions of the aforesaid documents and the terms and conditions of this Contract, shall be interpreted in favor of this Contract.

2. PROJECT MANAGER

The Project Manager for the City is the Capital Projects Coordinator, or his designee, who is so designated in writing provided to the Contractor.

The Project Manager for the Contractor is:

3. TIME OF PERFORMANCE

The Contractor shall begin work within ten (10) calendar days after delivery of written Notice to Proceed, hereinafter “NTP,” and shall guarantee completion of the Contract no later than the completion date set forth in the NTP. The Contractor shall begin the Contract Work within the time specified above and shall complete the Work within 90 (ninety) calendar days thereafter.

Commencement of the Work by the Contractor shall be deemed a waiver of the NTP and shall constitute the commencement date for purposes of the completion deadline. The Work shall be conducted in such a manner and with sufficient labor, materials, tools, and equipment necessary to complete the Work within the time limit set forth in the Contract. Should the organization of the Contractor, or its management, or the manner of carrying on the Work be inadequate to do the Work specified within the stated time as determined in the sole discretion of

the City, then the City shall have the right to take charge of the Work and finish it and provide the labor, materials and equipment necessary to complete the Work as planned within the required time and to charge the cost of all such Work against the Contractor and its Surety and shall be held responsible therefore. The Contractor fully understands and agrees that the City shall not pay for any obligation or expenditure made by the Contractor prior to the effective date of this Contract, unless the City authorizes such payment in writing.

The City has established an allowable contract duration in terms of calendar days sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees the calendar days are sufficient to perform the Work and it has priced its bid taking into account Contract duration. If the Contractor's Work (which is actually on the critical path) is impacted by one or more of the following events, the City may (but is not obligated to) consider approving an extension of time:

1. Hurricane or Tropical Storm, but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
2. Earthquake.

No other event or condition (including unforeseen inclement weather), other than those specifically identified above, will be considered as a basis for an extension of Contract time.

4. CONTRACT PAYMENT AND CONTRACT TERM

The City shall pay the Contractor for the performance of this Contract and satisfactory completion of the project in accordance with the terms and conditions of this Contract, the Lump Sum of \$_____ in accordance with Contractor's construction schedule & compensation schedule formalized in "Exhibit A-Proposal Submission, including List of Documents" to this Contract.

Partial payment requests based on the amount of work completed and approved by the City, shall be allowed, and will be made within thirty (30) days after the Work being billed is accepted by the Project Manager of the City.

The term of this Agreement shall be 90 (ninety) calendar days from the written NTP, unless the Work is completed sooner or the contract is terminated by the City.

5. LIQUIDATED DAMAGES

The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one hundred dollars (\$100.00) for each and every day for the first thirty (30) days and five hundred dollars (\$500.00) for each and every day thereafter, which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty.

The party of the first part is hereby authorized to deduct the said sum as specified above, per day, from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

6. AUDIT

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

7. GUARANTEE

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any defects in workmanship or material appearing in the work within 12 months after the day the work is accepted by the Project Manager of the City. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the City shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

8. CONTRACTOR RESPONSIBILITY

8.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

8.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him, or it, on account of the amount or character of the Work, or because of the nature of the ground in or on which the work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

9. INDEMNIFICATION

The Contractor covenants and agrees at all times to save, hold, and keep harmless the City, its officials, employees, agents, and volunteers and indemnify the City, its officials, employees, agents, and volunteers against any and all claims, demands, penalties, judgments,

court costs, attorney's fees, and liability of every kind and nature whatsoever arising out of or in any way connected or arising out of the performance of this Agreement to the extent of the insurance requirements set forth herein. The Contractor hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification provided herein.

10. INSPECTION

The project will be inspected by the Engineer of Record (EOR) and the Public Works Inspector for the City and will be rejected if it is not in conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for final inspection at least (2) calendar days prior, which shall be stated in such notice.

11. INSURANCE

11.1 Requirements.

Contractor shall procure and maintain insurance, as specified in Section VI of the ITB and included in “**Exhibit C**” of this Contract, for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The City shall be named as an “additional insured” and be provided thirty (30) days written notice of cancellation, non-renewal or substantial coverage revision. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in “**Exhibit C**” attached hereto.

12. GENERAL PROVISIONS

12.1 Attorneys' Fees and Costs

In the event the Contractor defaults in the performance of any of the terms, covenants and conditions of this Agreement, the Contractor agrees to pay all damages and costs incurred by the City in the enforcement of this Agreement, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

12.2 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

12.3 Venue

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. Venue for any lawsuit to enforce the terms and obligations of this Agreement shall lie exclusively in Martin County, Florida.

12.4 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of “apparent authority,” or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

12.5 Sovereign Immunity

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

12.6 Miscellaneous

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

13. DEFAULT / TERMINATION

13.1 Termination for Convenience

The City upon a seven (7) day written notice to the other party may terminate this Agreement. In the event of any termination, the Contractor shall be paid for all services rendered to the date of termination.

13.2 Termination for Cause

The obligation to provide further services under this Agreement may be terminated by the City upon seven (7) days written notice in the event of failure by the Contractor to perform in accordance with the terms hereof through no fault of the City.

If after notice of termination of the Contract under the provisions of this paragraph 13.2., it is determined for any reason that the Contractor was not in default, or the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 13.1 of this contract which allows the City to terminate the Contractor for convenience.

14. PUBLIC RECORDS

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or cwhite@ci.stuart.fl.us , City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action with F.S. 119.0701 the Contractor shall:

Keep and maintain public records required by the public agency to perform the service.

Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

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

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

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

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

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

15. EXHIBITS INCLUDED IN AGREEMENT

Exhibit A "ITB as submitted by contractor and accepted by the City"

Exhibit B "Original ITB as issued by the City, including all addenda"

Exhibit C "Insurance and Indemnification"

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

CHERYL WHITE
CITY CLERK

PAUL NICOLETTI
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

CONTRACTOR

BY: _____

(Print)

SECTION IX

BIDDERS CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

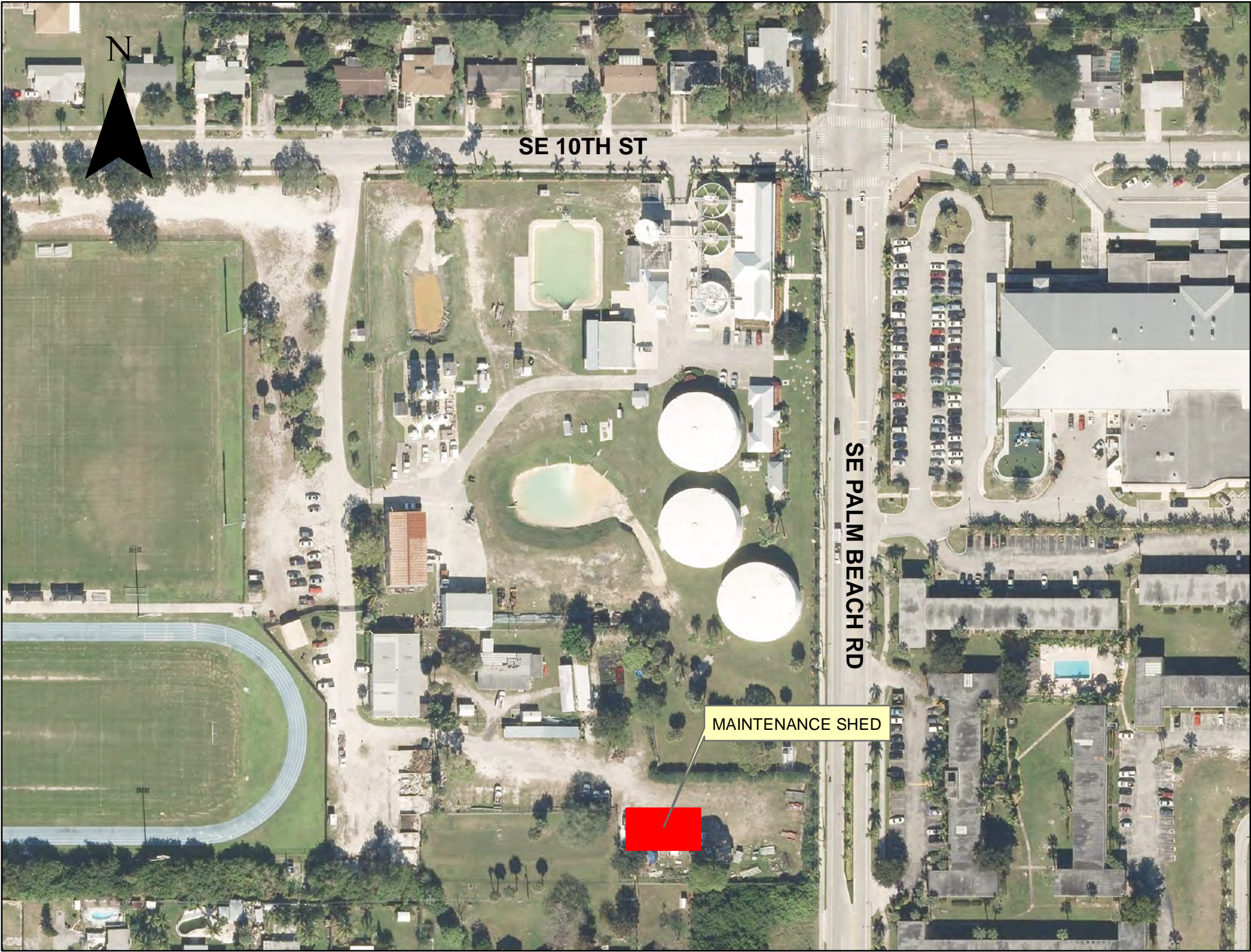
Is Bid envelope marked accordingly?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is copy of bidder's valid Business Tax Receipt & IRS W-9 submitted?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Warranty is in compliance with bid requirements?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is bid submitted (one original, two copies)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bidder must submit proof that their firm name is registered. with their State of origin	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is proof of insurance included?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is 10% Bid Bond, if required, included?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are all Forms completed, signed (if required), and enclosed? <ul style="list-style-type: none">○ Bid Form○ Bid Schedule○ Warranties○ Safety Standards Certification○ Questionnaire○ Subcontractors List○ Public Entity Crimes○ Minority Business Enterprise Participation	Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
Are addendum (if any issued) signed and submitted?	Yes <input type="checkbox"/> No <input type="checkbox"/>
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Company Name _____

SECTION X
LOCATION MAP & PLAN DRAWINGS

EXHIBIT A

LOCATION MAP



N

SE 10TH ST

SE PALM BEACH RD

MAINTENANCE SHED

EXHIBIT B
PLAN DRAWINGS

GENERAL NOTES:

APPLICABLE CODES:

- A. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2014 EDITION OF THE FLORIDA BUILDING CODE AND ASCE 7-10. THE ABOVE SHALL GOVERN EXCEPT WHERE OTHER APPLICABLE CODES OR THE PROJECT CONSTRUCTION DOCUMENTS ARE MORE RESTRICTIVE.

DESIGN LIVE LOADS:

- A. ROOFS 20 PSF
B. WIND 170 MPH
2. IMPORTANCE FACTOR, I 1.00
3. EXPOSURE C
4. INTERNAL PRESSURE COEFFICIENT, C_{pi} 0.18
5. DESIGN PRESSURES 148.7 PSF

CAST-IN-PLACE CONCRETE:

- A. ALL CONCRETE DESIGN IS BASED ON THE "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (ACI 318-08).
B. ALL STRUCTURAL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI.
C. PROVIDE CONTINUOUS SHEAR KEYS AT VERTICAL COLD JOINTS AND WHERE SHOWN ON DRAWINGS.
D. CONCRETE SHALL BE PROPORTIONED UTILIZING TYPE II, TYPE II MODIFIED, OR TYPE III/1 CEMENT.
E. CONTRACTOR SHALL NOTIFY STRUCTURAL ENGINEER OF COLD JOINT LOCATIONS PRIOR TO OR DURING CONCRETE FORMING.
F. ALL EXPOSED EDGES AND CORNERS SHALL BE CHAMFERED 3/4 INCH.
G. ALL ANCHOR BOLTS FOR BEAM AND COLUMN BEARING PLATES SHALL BE PLACED WITH SETTING TEMPLATES, UNO.
H. EXPANSION BOLTS WHERE REQUIRED (SEE STRUCTURAL STEEL), SHALL BE LOCATED AT A MINIMUM OF FIVE BOLT DIAMETERS FOR CONCRETE EDGES AND SPACED A MINIMUM OF TEN BOLT DIAMETERS, UNLESS NOTED OTHERWISE ON DRAWINGS.
I. PROVIDE SLAB CONTROL JOINTS AT 16 FOOT MAXIMUM SPACING EACH WAY. SLAB REINFORCEMENT SHALL CONTINUE THROUGH THE JOINT. CONTROL JOINTS SHALL BE A MINIMUM OF 1/4 OF THE SLAB DEPTH, AND MAY BE PROVIDED BY SAWING, TOOLING, OR FORMING. SAWING SHALL BE STARTED AS SOON AS POSSIBLE AFTER CONCRETE HAS SET WITHOUT CONCRETE RAVELING. WHERE APPLICABLE, JOINT LOCATIONS SHALL BE COORDINATED WITH THE ARCHITECT TO ALIGN WITH JOINTS FINISHES.

REINFORCING STEEL:

- A. ALL DETAILING, FABRICATION, AND PLACEMENT OF REINFORCING STEEL SHALL BE IN ACCORDANCE WITH THE ACI MANUAL OF CONCRETE PRACTICE.
B. EXCEPT WHERE OTHERWISE NOTED ON THE DRAWINGS, REINFORCING BARS SHALL CONFORM TO ASTM SPECIFICATION A615, LATEST EDITION, INCLUDING SUPPLEMENTAL REQUIREMENTS, AND SHALL BE GRADE 60.
C. AT SPLICES IN CONCRETE, LAP BARS 36 BAR DIAMETERS. AT SPLICES IN MASONRY, LAP BARS 48 BAR DIAMETERS. AT CORNERS, MAKE HORIZONTAL BARS CONTINUOUS OR PROVIDE CORNER BARS. BARS INTERSECTING AT RE-ENTRANT CORNERS SHALL CROSS, WITH EACH ENDING AT THE FAR FACE OF THE WALL WITH A STANDARD HOOK. AT STANDARD COVER UNLESS NOTED OTHERWISE ON THE DRAWINGS. AROUND OPENINGS AND STEPS IN WALLS, PROVIDE (2) #5S EXTENDING 2'-0" BEYOND EDGE OF OPENING OR STEP. (UNLESS NOTED OTHERWISE ON DRAWINGS, HORIZONTAL BARS AT THE TOP OF THE GRADE BEAMS SHALL BE SPLICED ONLY AT MIDSPAN BETWEEN PIERS, AND HORIZONTAL BOTTOM BARS SHALL BE SPLICED ONLY AT PIER CENTERLINES).
D. EXCEPT AS NOTED ON THE DRAWINGS, MINIMUM CONCRETE PROTECTION FOR REINFORCEMENT SHALL BE IN ACCORDANCE WITH ACI 318-08.
E. WELDED WIRE FABRIC SHALL CONFORM TO ASTM SPECIFICATION A-185, LATEST EDITION.
F. FOR MINIMUM REINFORCEMENT OF MASONRY SEE MASONRY NOTES BELOW.
G. MASONRY JOINT REINFORCING SHALL BE MILL GALVANIZED TRUSS TYPE WITH 9 GAGE SIDE WIRES AND 9 GAGE CROSS WIRES AND SHALL CONFORM TO ASTM A-82, LATEST EDITION. AT SPLICES, LAP SIDE RODS 6" MINIMUM. AT CORNERS, PROVIDE PREFABRICATED CORNER SECTIONS.

STRUCTURAL WOOD FRAMING:

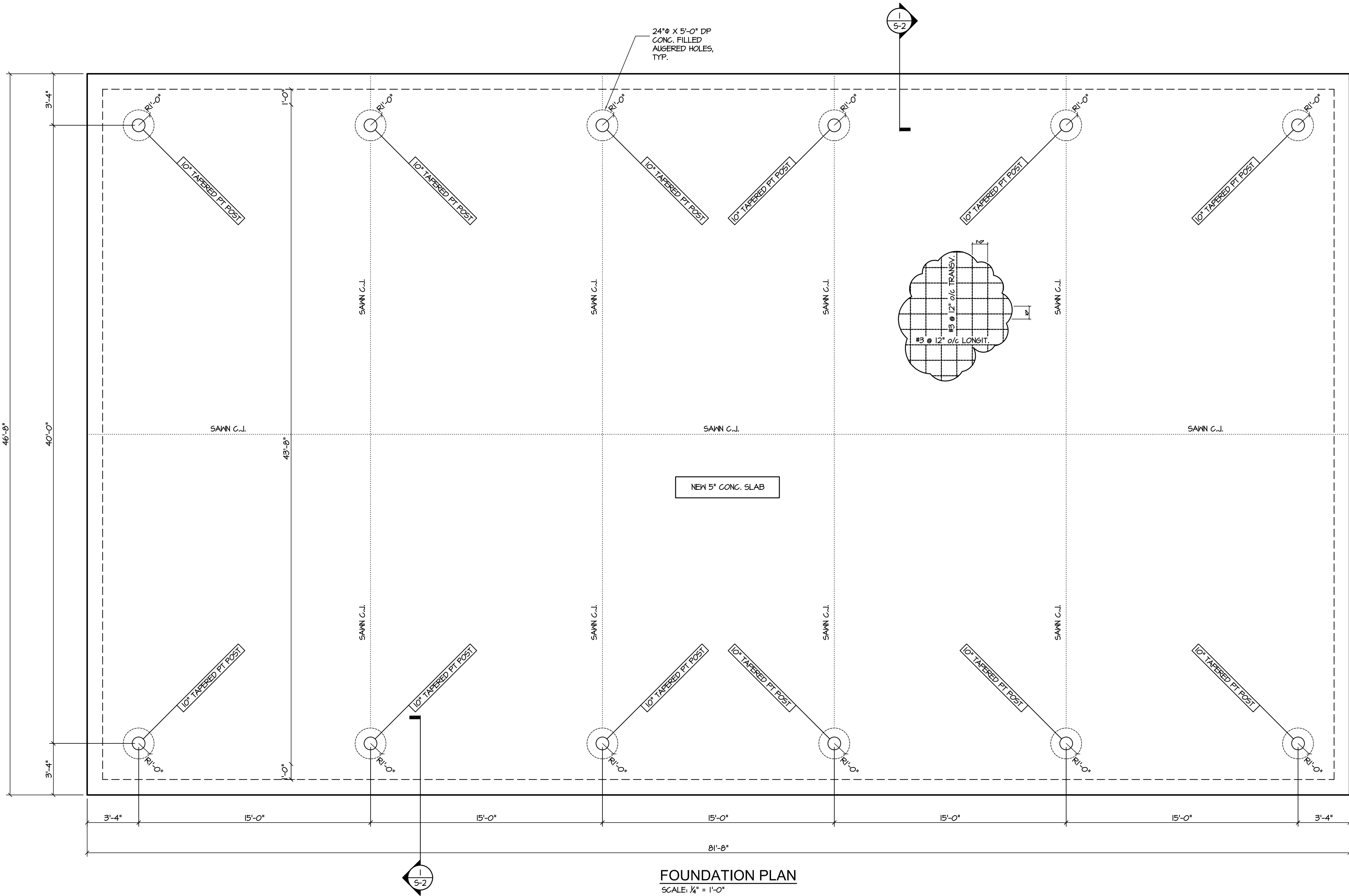
- A. STUDS SHALL BE STUD GRADE AND BETTER SOUTHERN PINE, MIXED SOUTHERN PINE OR HEMFIR. UNLESS NOTED OTHERWISE, AT INTERIOR WALLS, USE 2X4S @ 16" O/C. STUDS OVER 8'-0" HIGH SHALL HAVE SOLID BLOCKING AT MIDHEIGHT.
B. PLATES BEARING DIRECTLY ON TOP OF CONCRETE AND WOOD FRAMING MEMBERS, SHALL BE TREATED FOR MOISTURE RESISTANCE.
C. SOLID SAWN TIMBER OTHER THAN 2" LUMBER, SHALL BE ROUGH SAWN TO NOMINAL DIMENSIONS INDICATED ON THE DRAWINGS.
D. ROUGH SAWN LUMBER SHALL BE CUT FROM SELECT SOUTHERN PINE.
E. ALL LUMBER SHALL BE GRADED BY A QUALIFIED TIMBER GRADING AGENCY APPROVED BY THE COUNTY BUILDING DEPARTMENT AS FOLLOWS:
1. MINIMUM ALLOWABLE FLEXURAL BENDING STRESS FOR BEAMS SHALL BE 1500 PSI AT NORMAL LOAD DURATION.
2. MINIMUM ALLOWABLE HORIZONTAL SHEAR STRESS FOR BEAMS SHALL BE 90 PSI.
3. MINIMUM ALLOWABLE MODULUS OF ELASTICITY FOR POSTS OR BEAMS SHALL BE 1,500,000 PSI.
F. PROVIDE WIND ANCHOR AT SUPPORTS FOR ALL ROOF JOISTS AND TRUSSED RAFTERS. UNLESS NOTED OTHERWISE, ANCHORS SHALL BE SIMPSON OR EQUAL, AND SHALL BE ORIENTED TO NOT INTERFERE WITH DRYWALL PLACEMENT.
G. EXCEPT AS NOTED OTHERWISE, MINIMUM NAILING SHALL BE PROVIDED AS SPECIFIED IN THE TABLE 2304.4.1 "FASTENING SCHEDULE" OF THE F.B.C., 2014 EDITION.
H. HEADERS OR BEAMS BUILT UP OF INDIVIDUAL MEMBERS SHALL BE NAILED TOGETHER SECURELY TO ACT AS ONE UNIT. UNLESS NOTED OTHERWISE, USE ONE ROW OF 16D NAILS @ 12" O/C FULL LENGTH FOR EACH 6" OF MEMBER DEPTH.
I. UNLESS NOTED OTHERWISE, ROOF SHEATHING SHALL BE NOMINAL 5/8" THICK, APA 40/20 RATED PLYWOOD SHEATHING EXPOSURE I. INSTALL IN ACCORDANCE WITH APA RECOMMENDATIONS AND AS NOTED.
J. TRUSSED RAFTERS, OR MANUFACTURED JOISTS, SHALL BE DESIGNED BY A FLORIDA REGISTERED ENGINEER TO SUPPORT THE FULL UNIFORM DEAD AND LIVE LOADS AND ANY OTHER SUPERIMPOSED LOADS. WEB ARRANGEMENT AND MEMBER FORCES SHALL BE DETERMINED BY THE FABRICATOR. STRESSES SHALL NOT EXCEED THOSE ALLOWED BY THE F.B.C., 2014 EDITION. WHERE HANGERS ARE REQUIRED TO BE ATTACHED TO A TRUSS TO SUPPORT OTHER FRAMING, TRUSS SUPPLIER SHALL PROVIDE ADEQUATE STRENGTH AND SURFACE AREA IN TRUSS ELEMENTS FOR HANGER NAILING.

FIELD VERIFICATION OF EXISTING CONSTRUCTION:

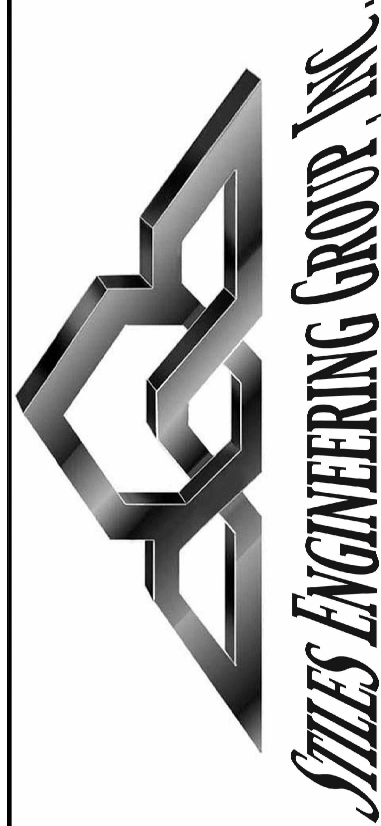
- A. DIMENSIONS AND ELEVATIONS OF EXISTING CONSTRUCTION ARE SHOWN FOR BIDDING ONLY.
B. CONTRACTOR SHALL THOROUGHLY INSPECT AND SURVEY EXISTING CONSTRUCTION TO VERIFY DIMENSIONS, ELEVATIONS, ETC. WHICH AFFECT THE WORK SHOWN ON THE DRAWINGS.
C. REPORT ANY VARIATIONS OR DISCREPANCIES TO THE ENGINEER BEFORE PROCEEDING.

STRUCTURAL ERECTION AND BRACING REQUIREMENTS:

- A. THE STRUCTURAL DRAWINGS ILLUSTRATE THE COMPLETED STRUCTURE WITH ALL THEIR ELEMENTS IN THEIR FINAL POSITIONS, PROPERLY SUPPORTED AND BRACED.
B. THE CONTRACTOR, IN THE PROPER SEQUENCE, SHALL PROVIDE SHORING AND BRACING AS MAY BE REQUIRED DURING CONSTRUCTION TO ACHIEVE THE FINAL COMPLETED STRUCTURE.



STRUCTURAL
CONSULTANTS
404 SW CAMDEN AVENUE
STUART, FL 34994
Voice: (772)223-9883
Fax: (772)223-9502
Web: www.stileseng.com



ISSUE DATE:
NOV. 10, 2016

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PRINT DATE:

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T. STILES PEET, P.E.
PE-49200
CA-27788


MAINTENANCE SHED

Public Works Operational Center
920 SE 10th Street
STUART, FL 34994

PROJECT # 16-075

SHEET #

S-1



STILES ENGINEERING GROUP, INC.

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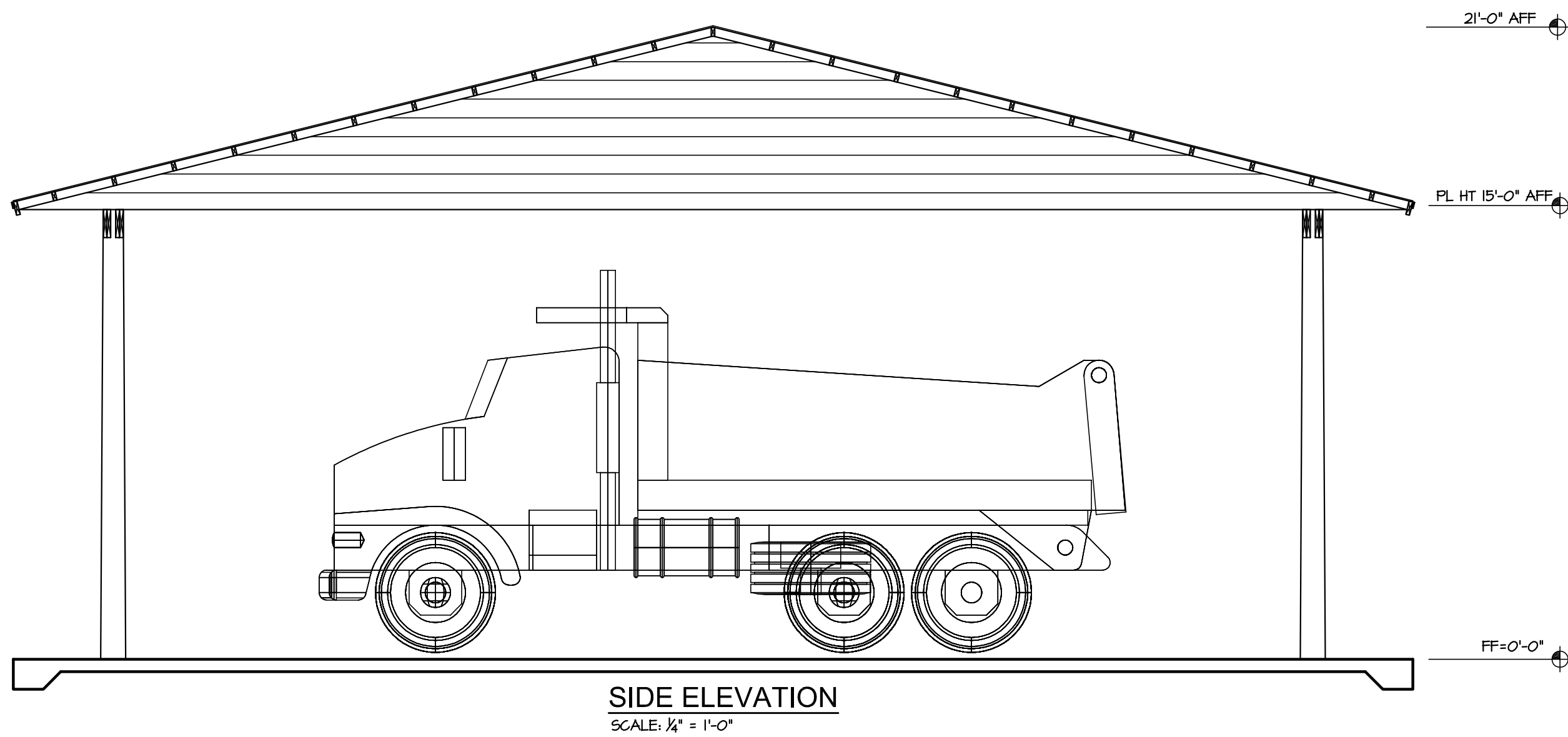
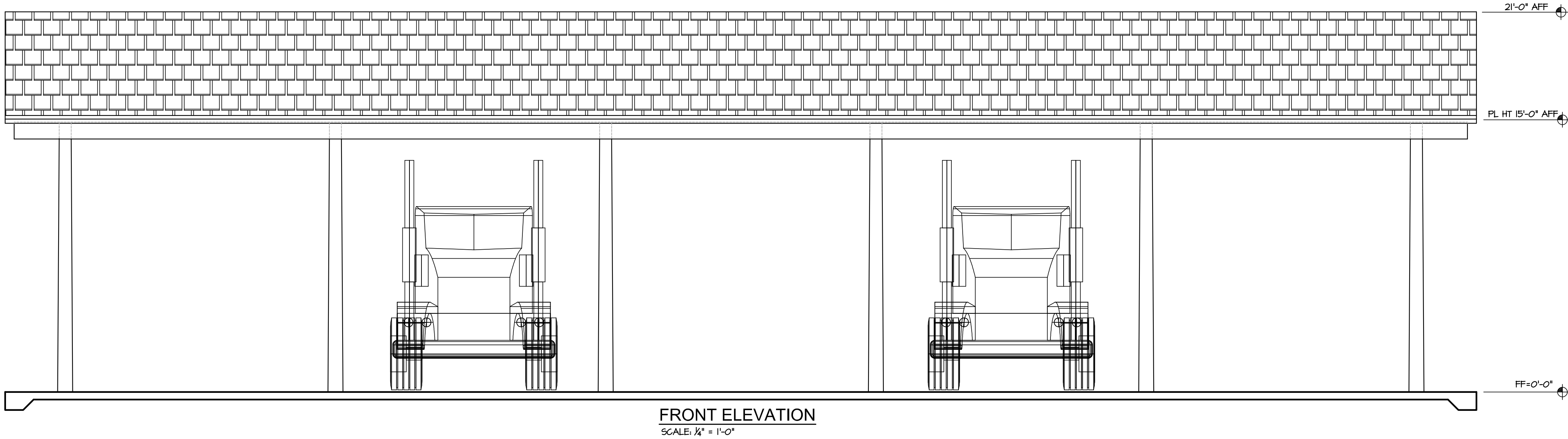
MAINTENANCE SHED

Public Works Operational Center
920 SE 10th Street
STUART, FL
34994

PROJECT #: 16-075

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STRUCTURAL
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ISSUE DATE:
NOV. 10, 2016

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T. STILES PEET, P.E.
PE-49200
CA-27788

MAINTENANCE SHED
Public Works Operational Center
920 SE 10th Street
STUART, FL
34994

PROJECT #. 16-075

SHEET #.

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EXHIBIT C
“INSURANCE & INDEMNIFICATION”

CERTIFICATE OF LIABILITY INSURANCE							Date 3/27/2017							
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562				This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.										
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691				Insurers Affording Coverage			NAIC #							
				Insurer A: Lion Insurance Company			11075							
				Insurer B:										
				Insurer C:										
				Insurer D:										
Insurer E:														
Coverages <small>The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.</small>														
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits								
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$							
		Damage to rented premises (EA occurrence)				\$								
		Med Exp				\$								
		Personal Adv Injury				\$								
		General Aggregate				\$								
		Products - Comp/Op Agg				\$								
							AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$		
Bodily Injury (Per Person)	\$													
Bodily Injury (Per Accident)	\$													
Property Damage (Per Accident)	\$													
												Each Occurrence		
												Aggregate		
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> WC Statutory Limits	<input type="checkbox"/> OTH-ER							
						E.L. Each Accident		\$1,000,000						
						E.L. Disease - Ea Employee		\$1,000,000						
						E.L. Disease - Policy Limits		\$1,000,000						
						Other		Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616						
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: <div style="float: right;">Client ID: 81-67-368</div> <p>Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": Kerns Construction and Property Management Corp.</p> <p>Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.</p> <p>Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.</p> <p>A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.</p> <p>Project Name: ITB #2017-315: TURF AND GROUNDS MAINTENANCE SHED PROJECT</p> <p>WAIVER OF SUBROGATION APPLIES IN FAVOR OF CITY OF STUART. ISSUE 03-27-17 (PH)</p>														
Begin Date 12/10/2012														
CERTIFICATE HOLDER				CANCELLATION										
CITY OF STUART PROCUREMENT & CONTRACTING SERVICES DIV. 121 SW FLAGLER AVENUE STUART, FL 34994				Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.										

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KRETSCHMER INS AGENCY INC 3109 Oleander Ave Fort Pierce, FL 34982		CONTACT NAME: PHONE (A/C, No, Ext): (772) 467-6656 FAX (A/C, No): (772) 461-8425 E-MAIL ADDRESS: angie@kretschmerinsurance.com	
INSURED Kerns Construction and Property Management Corp 2701 Industrial Ave 2 Fort Pierce FL 34946 772-343-7824		INSURER(S) AFFORDING COVERAGE INSURER A: ENDURANCE AMERICAN INSURER B: TECHNOLOGY INS CO INSURER C: COMMERCE & INDUSTRY INS CO INSURER D: ZURICH INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CBC20001451300	5/28/16	5/28/17	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COM/OP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY			TPP1175870 00	11/5/16	11/5/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	ANYAUTO						BODILY INJURY (Per person) \$	
	ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/>						BODILY INJURY (Per accident) \$	
	HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$	
							\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			BE080744664	9/11/16	9/11/17	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000	
	DED <input type="checkbox"/> RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
D	INLAND MARINE			EC08730089	12/7/16	12/7/17	SCHEDULED EQ - \$16,200	
							RENTED EQ - \$200,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Stuart is covered as an additional insured when required by written contract. ITB #2016-315, Turf Grounds and Maintenance Shed Project

CERTIFICATE HOLDER

CANCELLATION

CITY OF STUART
121 SW FLAGLER AVE
STUART, FL 34994
galvarado@ci.stuart.fl.us

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

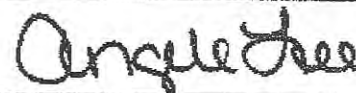


EXHIBIT D

"PAYMENT AND PERFORMANCE BOND WITH POWER OF ATTORNEY"

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 4/24/2017

Prepared by: Nicole King

Title of Item:

RESOLUTION No. 47-2017: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO TERMINATE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF STUART AND MARTIN COUNTY REGARDING THE LOCATION OF GOVERNMENT OFFICES; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:

Termination of original Willoughby Commons Interlocal Agreement dated June 26, 2011 for the purchase of the existing office space at the Willoughby Commons PUD.

CITY MANAGER'S NOTE: While I consider this to be a "policy" decision on the part of the City Commission, I also believe the underlying reasons for the ILA no longer exist. At the time of the ILA, we were more concerned about losing the County employees from the "downtown" area. Today, this concern is no longer an issue. The County has been trying to develop a "campus" around the Indian Street / Willoughby area, ever since it was designed by Jim Sherman (former Assistant County Administrator).

Funding Source:

Creates a Revenue Source of \$10,000 per year for 4 years.

Recommended Action:

Consider Resolution No, 47-2017

ATTACHMENTS:

Description	Upload Date	Type
☐ Res 47-2017	4/20/2017	Resolution add to Y drive
☐ MCBOCC WCI TERM Ltr 4-11-2017	4/18/2017	Attachment



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

RESOLUTION NUMBER 47-2017

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA AUTHORIZING
THE MAYOR AND CITY CLERK TO TERMINATE
AN INTERLOCAL AGREEMENT BETWEEN THE
CITY OF STUART AND MARTIN COUNTY
REGARDING THE LOCATION OF GOVERNMENT
OFFICES; PROVIDING AN EFFECTIVE DATE AND
FOR OTHER PURPOSES.**

* * * *

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

SECTION 1: Section 163.01 Florida Statute (2002), known as the Florida Interlocal Corporation Act of 1969, provides a method for governmental entities to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

SECTION 2: On June 26, 2011, Martin County Clerk of Court recorded the approval of an Interlocal Agreement for the purchase of the existing office space at the Willoughby Commons PUD; and

SECTION 3: The City Commission of the City of Stuart hereby authorizes the Mayor and City Clerk to terminate the Interlocal Agreement between the City of Stuart and Martin County regarding cooperation of the entities for the location of the Property Appraiser and County Utilities Department within the Willoughby Commons PUD for a period of ten (10) years from the date of the original agreement date on-file with the Clerk of the Court; and

SECTION 4: This resolution shall take effect immediately upon adoption.

Resolution 47-2017
Termination of Interlocal Agreement
between the City and Martin County for Government Offices

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

TOM CAMPENNI, MAYOR
TROY MCDONALD, VICE MAYOR
JEFFREY A. KRAUSKOPF, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
KELLI GLASS LEIGHTON, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 24th day of April, 2017.

ATTEST:

CITY OF STUART

CHERYL WHITE
CITY CLERK

TOM CAMPENNI
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS

MICHAEL MORTELL
CITY ATTORNEY



MARTIN COUNTY
BOARD OF COUNTY COMMISSIONERS
2401 S.E. MONTEREY ROAD • STUART, FL 34996

DOUG SMITH
Commissioner, District 1

ED FIELDING
Commissioner, District 2

HAROLD E. JENKINS II
Commissioner, District 3

SARAH HEARD
Commissioner, District 4

EDWARD V. CIAMPI
Commissioner, District 5

TARYN KRYZDA, CPM
County Administrator

SARAH W. WOODS
County Attorney

Telephone: 772-288-5939
Fax: 772-288-5436
Email: tkryzda@martin.fl.us

April 11, 2017

Mr. Paul J. Nicoletti
City of Stuart Manager
121 SW Flagler Avenue
Stuart, FL 34994

Dear Mr. Nicoletti, *Paul,*

As you and I have discussed, being able to address the Willoughby Commons Interlocal (WCI) between the City of Stuart (City) and Martin County (County) is in the best interest for both parties. The Martin County Board of County Commissioners (Board) agreed to a proposal that was brought to them at their prior meeting. Essentially the proposal took into account the monetary impact to the City if the County was to acquire additional facilities at Willoughby Commons. The estimated amount takes into account all revenues that the City currently receives from the current owners. The proposal that the Board approved also took into account the four years remaining until the WCI expires (2021).

I am hopeful that the City will also agree to the proposal presented, which essentially is \$10,000 annually paid to the City from the County for the next four years. I respectfully request that the proposal from the County to the City be presented to the City Commission for their consideration. I look forward to a favorable resolution and appreciate your Commission's consideration to resolve this outstanding issue.

Should you require any additional information from me, please do not hesitate to ask.

Sincerely,

Taryn G. Kryzda
Martin County Administrator

CC: Honorable Members of the Board of County Commissioners
Sarah Woods, County Attorney

TELEPHONE
772-288-5400

WEB ADDRESS
<http://www.martin.fl.us>

RECEIVED

APR 17 2017

CITY OF STUART-CITY MGR.
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CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 4/24/2017

Prepared by: Louis J Boglioli III

Title of Item:

RESOLUTION No.48-2017: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NO. #7, A “MID-YEAR” ADJUSTMENT TO THE GENERAL FUND REVENUES AND APPROPRIATIONS TO REFLECT VARIOUS UNANTICIPATED INCREASES IN REVENUES AND ADDITIONAL DEPARTMENTAL PROGRAMS AND COSTS. (RC)

Summary Explanation/Background Information on Agenda Request:

Revenue increases from Business Tax collections, additional interest earnings, increases in Building Permit funded activities, donations, and program revenues, are being used to fund offsetting expenditures, both realized and expected, for additional capital items, Building Permit rebate activities, and other various program costs, with the bulk of the appropriation adjustment being added to the Manager's Contingency in the amount of \$78,763, of the total \$324,819.

CITY MANAGER'S NOTE: As you will see, this is a "happy" recognition of some additional revenue. We haven't actually done a Mid-year adjustment for a few years... primarily, because we didn't know how reliable it would be, and because we needed to hold the cash for unfilled Reserves. We are now able to use the funds for important items, that follow on this Agenda. Joly will explain this in detail during the Presentation.

Funding Source:

Revenue net increases fund Appropriation net increases

Recommended Action:

Adopt Resolution 48-2017 for Budget Amendment #7

ATTACHMENTS:

Description	Upload Date	Type
❑ Resolution 48-2017	4/19/2017	Cover Memo
❑ 2017 Mid-Year Budget Adjustment Detail Schedule	4/19/2017	Cover Memo



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 48-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT NO. #7, A “MID-YEAR” ADJUSTMENT TO THE GENERAL FUND REVENUES AND APPROPRIATIONS TO REFLECT VARIOUS UNANTICIPATED INCREASES IN REVENUES AND ADDITIONAL DEPARTMENTAL PROGRAMS AND COSTS.

* * * * *

WHEREAS, the City of Stuart, Florida adopted budget for the year ending 09/30/2017, or the Fiscal Year 2017, was developed on the best and most current information available at the time of development, and since that time actual revenues collected to date have varied, and unanticipated expenditures have occurred, it is the intent of staff to adjust the adopted budget at the mid-year point to reflect those activities of which we are now aware.

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

SECTION 1: The 2017 Fiscal Year Budget of the General Fund is hereby amended in total as follows, and in detail as prescribed by the attached:

FROM: General Fund, Revenues - \$324,819

TO: General Fund Appropriations - \$324,819

Resolution No. 48-2017
Budget Amendment No. 7

SECTION 2: Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

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

THOMAS CAMPENNI, MAYOR
TROY A. MCDONALD, VICE-MAYOR
JEFFREY A. KRAUSKOPF, COMMISSIONER
KELLI GLASS-LEIGHTON, COMMISSIONER
EULA R. CLARK, COMMISSIONER

YES	NO	ABSENT

ADOPTED this 24th day of April, 2017.

ATTEST:

CHERYL WHITE
CITY CLERK

THOMAS CAMPENNI
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

Fiscal Year 2017
Mid-Year Budget Adjustment

Fund	Title	Account	Account Title	Budget	YTD Receipts	Adjust	New Bud
001	GENERAL	316000	LOCAL BUSINESS TAX	585,000.00	611,080.06	27,000.00	612,000.00
001	GENERAL	322000	BUILDING PERMITS	903,439.00	388,840.16	89,000.00	992,439.00
001	GENERAL	322200	ZONING FEES	45,000.00	45,521.37	1,000.00	46,000.00
001	GENERAL	342910	POLICE OFF DUTY DETAIL	-	81,490.00	85,000.00	85,000.00
001	GENERAL	347220	TAXABLE RECREATION FEE	5,000.00	14,192.50	10,000.00	15,000.00
001	GENERAL	361100	INTEREST	52,581.00	75,648.79	87,419.00	140,000.00
001	GENERAL	364000	DISPOSITION FIXED ASSETS	17,500.00	28,300.00	10,800.00	28,300.00
001	GENERAL	365000	SALE OF SURPLUS AND SCRAP	5,000.00	6,459.60	1,500.00	6,500.00
001	GENERAL	366190	DONATION TO POLICE	-	4,200.00	12,000.00	12,000.00
001	GENERAL	366240	DONATION TO RECREATION	-	1,100.00	1,100.00	1,100.00
GENERAL Total				<u>1,613,520.00</u>	<u>1,256,832.48</u>	<u>324,819.00</u>	<u>1,938,339.00</u>

Fiscal Year 2017
Mid-Year Budget Adjustment

Fund	Dept/Div	Title	Account	Account Title	Budget	YTD + ENC	Adjust	New Bud
001	1110	CITY COMMISSION	540	TRAVEL AND PER DIEM	5,000.00	6,015.68	5,000.00	10,000.00
001	1110	CITY COMMISSION	548	PROMOTIONAL ACTIVITIES	35,300.00	34,300.00	2,700.00	38,000.00
001	1110	CITY COMMISSION	555	TRAINING	650.00	1,844.00	1,350.00	2,000.00
		CITY COMMISSION Total			<u>40,950.00</u>	<u>42,159.68</u>	<u>9,050.00</u>	<u>50,000.00</u>
001	1120	CITY MANAGER	513	OTHER SALARIES AND WAGES	-	1,233.93	1,500.00	1,500.00
001	1120	CITY MANAGER	514	OVERTIME	-	2,324.99	2,500.00	2,500.00
001	1120	CITY MANAGER	544	RENTALS AND LEASES	2,800.00	2,605.00	200.00	3,000.00
001	1120	CITY MANAGER	548	PROMOTIONAL ACTIVITIES	500.00	956.75	500.00	1,000.00
001	1120	CITY MANAGER	551	OFFICE SUPPLIES	350.00	346.08	150.00	500.00
001	1120	CITY MANAGER	552	OPERATING SUPPLIES	1,269.56	1,115.26	530.00	1,800.00
001	1120	CITY MANAGER	554	BOOKS AND MEMBERSHIPS	5,534.00	3,530.00	266.00	5,800.00
001	1120	CITY MANAGER	595	OTHER NONOPERATING USES	94,946.00	-	78,763.00	173,709.00
		CITY MANAGER Total			<u>105,399.56</u>	<u>12,112.01</u>	<u>84,409.00</u>	<u>189,809.00</u>
001	1122	SPECIAL PROJECTS	544	RENTALS AND LEASES	2,500.00	2,200.00	500.00	3,000.00
		SPECIAL PROJECTS Total			<u>2,500.00</u>	<u>2,200.00</u>	<u>500.00</u>	<u>3,000.00</u>
001	1125	HUMAN RESOURCES	514	OVERTIME	-	94.65	110.00	110.00
001	1125	HUMAN RESOURCES	515	SPECIAL PAY	2,879.80	2,353.75	120.00	3,000.00
001	1125	HUMAN RESOURCES	522	RETIREMENT CONTRIBUTIONS	8,785.16	15,262.18	5,214.00	14,000.00
001	1125	HUMAN RESOURCES	523	LIFE AND HEALTH INSURANCE	11,999.16	13,613.04	2,000.00	14,000.00
001	1125	HUMAN RESOURCES	531	PROFESSIONAL SERVICES	-	662.50	3,000.00	3,000.00
		HUMAN RESOURCES Total			<u>23,664.12</u>	<u>31,986.12</u>	<u>10,444.00</u>	<u>34,110.00</u>
001	1130	CITY CLERK	513	OTHER SALARIES AND WAGES	-	1,673.91	1,935.00	1,935.88
001	1130	CITY CLERK	534	OTHER SERVICES	12,550.00	18,714.61	11,000.00	23,550.00
		CITY CLERK Total			<u>12,550.00</u>	<u>20,388.52</u>	<u>12,935.00</u>	<u>25,485.88</u>
001	1140	FINANCIAL SERVICES	513	OTHER SALARIES AND WAGES	5,000.00	3,592.44	1,000.00	6,000.00
		FINANCIAL SERVICES Total			<u>5,000.00</u>	<u>3,592.44</u>	<u>1,000.00</u>	<u>6,000.00</u>
001	1145	INFORMATION SERVICES	514	OVERTIME	-	1,080.63	1,200.00	1,200.00
001	1145	INFORMATION SERVICES	541	COMMUNICATIONS SERVICES	38,400.00	36,878.59	1,600.00	40,000.00
		INFORMATION SERVICES Total			<u>38,400.00</u>	<u>37,959.22</u>	<u>2,800.00</u>	<u>41,200.00</u>
001	1150	CITY ATTORNEY	514	OVERTIME	-	310.78	360.00	360.00
		CITY ATTORNEY Total			<u>-</u>	<u>310.78</u>	<u>360.00</u>	<u>360.00</u>
001	1160	GENERAL GOVERNMENT	515	SPECIAL PAY	9,150.00	6,364.35	2,850.00	12,000.00
		GENERAL GOVERNMENT Total			<u>9,150.00</u>	<u>6,364.35</u>	<u>2,850.00</u>	<u>12,000.00</u>
001	1190	POLICE	514	OVERTIME	204,300.00	107,848.01	(40,000.00)	164,300.00
001	1190	POLICE	519	DETAIL PAY	-	72,738.75	85,000.00	85,000.00
001	1190	POLICE	555	TRAINING	16,215.00	11,915.00	1,785.00	18,000.00
001	1190	POLICE	564	MACHINERY AND EQUIPMENT	334,900.00	334,694.63	12,000.00	346,900.00
		POLICE Total			<u>555,415.00</u>	<u>527,196.39</u>	<u>58,785.00</u>	<u>614,200.00</u>
001	1201	FIRE/RESCUE	564	MACHINERY AND EQUIPMENT	43,875.00	-	11,250.00	55,125.00
		FIRE/RESCUE Total			<u>43,875.00</u>	<u>-</u>	<u>11,250.00</u>	<u>55,125.00</u>
001	1210	DEVELOPMENT	514	OVERTIME	-	606.68	900.00	900.00
		DEVELOPMENT Total			<u>-</u>	<u>606.68</u>	<u>900.00</u>	<u>900.00</u>
001	1211	BUILDING/PERMIT DIVISION	534	OTHER SERVICES	1,250.00	25,000.00	28,750.00	30,000.00
001	1211	BUILDING/PERMIT DIVISION	546	REPAIR AND MAINTENANCE	250.00	333.93	150.00	400.00
001	1211	BUILDING/PERMIT DIVISION	548	PROMOTIONAL ACTIVITIES	44,000.00	88,651.09	56,000.00	100,000.00
001	1211	BUILDING/PERMIT DIVISION	552	OPERATING SUPPLIES	1,713.76	5,483.06	4,286.00	6,000.00
		BUILDING/PERMIT DIVISION Total			<u>47,213.76</u>	<u>119,468.08</u>	<u>89,186.00</u>	<u>136,400.00</u>
001	1215	BUILDING MAINTENANCE	546	REPAIR AND MAINTENANCE	53,900.00	51,592.07	11,100.00	65,000.00
001	1215	BUILDING MAINTENANCE	551	OFFICE SUPPLIES	500.00	400.00	100.00	600.00
		BUILDING MAINTENANCE Total			<u>54,400.00</u>	<u>51,992.07</u>	<u>11,200.00</u>	<u>65,600.00</u>
001	1230	TRANSPORTATION MAINT	514	OVERTIME	13,000.00	12,500.93	3,000.00	16,000.00
001	1230	TRANSPORTATION MAINT	551	OFFICE SUPPLIES	900.00	1,023.76	200.00	1,100.00
		TRANSPORTATION MAINT Total			<u>13,900.00</u>	<u>13,524.69</u>	<u>3,200.00</u>	<u>17,100.00</u>
001	1232	MICRO-TRANSIT OPERATIONS	534	OTHER SERVICES	-	8.83	200.00	200.00
001	1232	MICRO-TRANSIT OPERATIONS	552	OPERATING SUPPLIES	2,423.50	1,469.20	176.00	2,600.00
		MICRO-TRANSIT OPERATIONS Total			<u>2,423.50</u>	<u>1,478.03</u>	<u>376.00</u>	<u>2,800.00</u>
001	1240	COMMUNITY SERVICES	515	SPECIAL PAY	2,400.00	2,441.10	1,600.00	4,000.00
001	1240	COMMUNITY SERVICES	531	PROFESSIONAL SERVICES	19,070.00	14,195.00	4,930.00	24,000.00
001	1240	COMMUNITY SERVICES	545	INSURANCE	-	7,303.32	11,000.00	11,000.00
		COMMUNITY SERVICES Total			<u>21,470.00</u>	<u>23,939.42</u>	<u>17,530.00</u>	<u>39,000.00</u>
001	1242	10TH STREET REC CENTER	514	OVERTIME	2,000.00	2,141.77	600.00	2,600.00
001	1242	10TH STREET REC CENTER	515	SPECIAL PAY	1,380.00	944.20	220.00	1,600.00
001	1242	10TH STREET REC CENTER	522	RETIREMENT CONTRIBUTIONS	14,903.73	13,279.88	1,096.00	16,000.00
001	1242	10TH STREET REC CENTER	546	REPAIR AND MAINTENANCE	5,000.00	6,130.53	3,000.00	8,000.00
001	1242	10TH STREET REC CENTER	552	OPERATING SUPPLIES	7,221.68	8,401.48	2,778.00	10,000.00
		10TH STREET REC CENTER Total			<u>30,505.41</u>	<u>30,897.86</u>	<u>7,694.00</u>	<u>38,200.00</u>
001	1243	BALL/ATHLETIC FIELD MAINT	525	UNEMPLOYMENT COMPENSATION	-	341.33	350.00	350.00
		BALL/ATHLETIC FIELD MAINT Total			<u>-</u>	<u>341.33</u>	<u>350.00</u>	<u>350.00</u>
		Grand Total			<u>1,006,816.35</u>	<u>926,517.67</u>	<u>324,819.00</u>	<u>1,331,639.88</u>

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 4/24/2017

Prepared by: P. Nicoletti

Title of Item:

RESOLUTION No. 50-2017; A RESOLUTION OF THE STUART CITY COMMISSION ADOPTING A CODE OF CONDUCT FOR CITY ELECTED OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:

CITY MANAGER'S NOTE: At the City Commission's request, the City Attorney and I have prepared a Code of Conduct for Elected Officials that clarifies certain aspects of the role of a City Commissioner. It tracks Florida law, and the concepts prevalent in the "Commissioner-Manager Plan" of local government which the City of Stuart has used for over 90 years.

Funding Source:

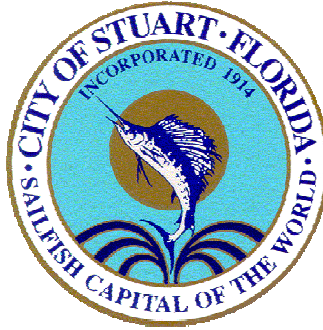
N/A

Recommended Action:

Adopt Resolution No. 50-2017

ATTACHMENTS:

Description	Upload Date	Type
<div data-bbox="164 1037 183 1062">□</div> Resolution No. 50-2017 Elected Officials Code of Conduct	4/20/2017	Resolution add to Y drive



RESOLUTION No. 50-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, CREATING A CODE OF CONDUCT FOR CITY COMMISSIONERS; PROVIDING FOR CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, public participation in government business is the bedrock of American government and should be protected and encouraged, consistent with principles of common and statutory law; and

WHEREAS, in 2013, the Florida Legislature adopted § 286.0114, Florida Statutes, that requires municipal boards and commissions to provide members of the public a reasonable opportunity to be heard on every substantive proposition before a local public board or commission, before official action is taken; and

WHEREAS, § 286.0114, Florida Statutes, allows boards and commissions to adopt certain limited and specific rules or policies to ensure orderly conduct and proper decorum at public meetings, and, if a Commission adopts and follows such rules or policies in compliance with the statute, then a board or Commission within that local jurisdiction is deemed to be acting in compliance with the statute; and

WHEREAS, The Stuart City Commission desires to provide itself and the public with guidelines and policies it expects each and every city commissioner to respect and abide.

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

SECTION 1. Legislative Findings. The precatory clauses above are adopted as legislative findings of the City Commission.

SECTION 2. Exhibit “A” attached hereto and incorporated by reference, is adopted by the City Commission as its Code of Conduct.

SECTION 3. Each of the City Commissioners further pledge to continue exhibiting and encouraging the kinds of personal qualities that are emblematic of honesty, kindness, integrity, respect, consideration for others, and loyalty to the City.

SECTION 4. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding in no way affects the remaining portions of this Resolution.

SECTION 5. All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This resolution shall take effect immediately upon its approval.

Upon motion duly made and carried, the foregoing Resolution was adopted by the City Commission of the City of Stuart, Florida on the 24th day of April, 2017.

CITY OF STUART, FLORIDA

TOM CAMPENNI, MAYOR

TROY A. McDONALD, VICE MAYOR

KELLI GLASS LEIGHTON, COMMISSIONER

JEFFREY A. KRAUSKOPF, COMMISSIONER

EULA R. CLARKE, COMMISSIONER

ATTEST:

CHERYL WHITE, MMC
CITY CLERK

Approved as to Form and Correctness:

MICHAEL J. MORTELL
CITY ATTORNEY

EXHIBIT A

STUART CITY COMMISSION

CODE OF CONDUCT

The City Charter provides information on the roles and responsibilities of City Commissioners, including those who sit as Mayor and Vice Mayor. The Charter provides for a "council-manager" form of government. Pursuant to the Florida Municipal Officials Manual, Fourth Edition, 2001, the council-manager form is widely viewed as a way to take politics out of municipal administration. Under the council-manager form, the manager is the chief administrative officer of the city. The Manager supervises and coordinates the departments, appoints and removes their directors, prepares the budget for the council's consideration, and makes reports and recommendations to the council all department heads report to the manager. The manager is fully responsible for municipal administration. The manager is expected to abstain from any and all political involvement. At the same time, the council members and other "political" leaders are expected to refrain from intruding on the manager's role as chief executive. Council members are expected to abstain from seeking to individually interfere in administrative matters, including actions in personnel matters. Some city charters provide that interference in administrative matters by an elected city official is grounds for removal of the elected official from office.

However, the Charter does not articulate a code of conduct for elected officials.

This Code of Conduct describes the manner in which Commissioners should treat one another, city staff, constituents, and others they come into contact with in representing the City of Stuart. It reflects the work of the City Commission in defining more clearly the behavior, manners, and courtesies that are expected for various occasions.

I. Overview of Roles & Responsibilities

The consistent theme throughout this Code of Conduct is "respect."

Commissioners experience expanded workloads and stress in making decisions that impact thousands of lives. Despite these pressures, elected

officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone that guides Commissioners to do the right thing, in even the most difficult situations.

1. MAYOR: (City Charter, Section 14)

- Serves at the pleasure of the City Commission
- Acts as the official head of the City for all ceremonial purposes
- Chairs Commission meetings
- Calls for special meetings
- Recognized as spokesperson for the City
- Responsible to find a substitute for City representation when Mayor cannot attend
- Leads the City Commission as an effective, cohesive, consensus building team
- Signs documents on behalf of the City

2. VICE MAYOR: (City Charter, Section 14)

- Serves at the pleasure of the Commission
- Performs the duties of the Mayor, if the Mayor is absent, unavailable, or disabled
- Chairs City Commission meetings at the request of the Mayor
- Represents the City at ceremonial functions at the request of the Mayor

3. ALL COMMISSIONERS:

- Each member of the City Commission has an equal vote
- No Commissioner has more "power" than any other, and each should be treated with equal respect

Each City Commissioner should:

- Fully participate in City Commission meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others
- Prepare in advance of Commission meetings by reviewing Agenda materials, talking with the City Manager, with constituents, and becoming familiar with issues

- Represent the City at ceremonial functions at the request of the Mayor (in a public meeting) or City Manager
- Be respectful of other people's time. Stay focused and act efficiently during public meetings. Do not interrupt city staff from their duties.
- Serve as a model of leadership and civility to the community
- Inspire public confidence in Stuart City government
- Make sure the City Clerk has current contact information, in case an emergency or urgent situation arises
- Demonstrate honesty and integrity in every action and statement
- Participate in scheduled activities to increase team effectiveness
- Review Commission procedures, such as this Code of Conduct, and become familiar with the City Code of Ordinances, the Land Development Code and the Comprehensive Plan

4. MEETING CHAIR:

The chair of official City Commission meetings (usually the Mayor or Vice Mayor), shall:

- Maintain order, decorum, and the fair and equitable treatment of all speakers
- Keep discussion and questions focused on specific agenda items under consideration
- Be mindful of the City's "Pledge of Civility" and require speakers to be polite, and avoid personal attacks.
- Makes parliamentary rulings (with advice, if requested, from the City Attorney, who acts as an advisory parliamentarian). Chair rulings may be overturned, if a Commissioner makes a motion, and the majority of the City Commission supports the motion.

II. Policies & Protocol Related To Conduct

1. CEREMONIAL EVENTS:

- Requests for a City representative at ceremonial events will be handled through the City Manager's Office, or designee. The Mayor will normally serve as the designated City representative. If the Mayor is

unavailable, then City staff will determine if event organizers would like another representative from the City Commission. If yes, the Vice Mayor will usually be next in line to represent the City. Invitations received at City Hall are presumed to be for official City representation. Invitations addressed to City Commissioners at their homes are presumed to be for unofficial, personal consideration.

2. CORRESPONDENCE:

- **Official Correspondence.** City Commissioners do not need to acknowledge the receipt of official correspondence, or copies of correspondence, during Commission meetings, unless the matter is substantive, and therefore requires Commission approval to respond. City staff will normally prepare official letters in response to public inquiries and concerns. Upon approval by the City Commission, these letters will be prepared on City letterhead, and signed by the Mayor, unless otherwise directed by the City Commission. A copy of each official letter shall be provided to each City Commissioner.
- If correspondence is addressed to only one City Commissioner, that Commissioner should check with the City Manager on the best way to respond to the sender. If a simple acknowledgement, congratulations, or thank you is all that is required, the individual Commissioner may respond on official City letterhead or note card.
- City letterhead shall not be used for correspondence by Commissioners representing a personal point of view, or a dissenting point of view from an official City Commission position.
- Correspondence also should be equally clear about representation. City letterhead may be used when the Commissioner is representing the City and the City's official position. A copy of official correspondence should be given to the City Clerk to be filed as part of the permanent public record.
- Written correspondence, or email, requesting an appearance before the City Commission shall be referred to the City Manager for inclusion on an Agenda, or forwarded to the City Commission (with or without a staff report) for its consideration, prior to being placed on an Agenda.

- The city manager is authorized to create correspondence for his or her signature in the normal conduct of business and consistent with the authority of the city manager under the charter of the city.
- **Unofficial Correspondence.** Nothing in this policy is intended to prevent city commissioners or city staff from writing letters which are regarding personal business. A response to family, friends, neighbors, or other individuals regarding personal items or business, should not be written on city letterhead or note cards.
- **Written Correspondence between City Commissioners.** The use of e-mail, a written report, or any other form of written communication from one Commissioner to the City Commission on a subject which might be discussed at a public meeting is technically NOT a violation of the Sunshine Law, so long as no other Commissioner responds to the correspondence outside of a public meeting. If the Commissioner writing the email is doing so for the purpose of communicating his or her position on an issue outside of a meeting to gain support, this will be interpreted as a violation of the sunshine law.
- **However, if even one Commissioner responds to an e-mail, or written report, or other written communication by a Commissioner, a violation of the Sunshine Law has occurred.**
- **COMMISSIONERS SHOULD NOT SEND E-MAILS, REPORTS, POSITION PAPERS, OR OTHER FORMS OF COMMUNICATION DIRECTLY TO OTHER CITY COMMISSIONERS, REGARDING A SUBJECT WHICH MIGHT COME BEFORE THE CITY COMMISSION FOR ACTION.**
- **Commissioners understand that their city email is the correct source for communicating with individual members of the public, and further understand that they are personally responsible for maintaining all records of communication which are conducted on a platform other than their City email. Specifically, the Commissioners acknowledge that if they use texts or any email other than their specific City email they are personally required to preserve and maintain the communication for public record purposes, and further that the City will not be able to preserve or maintain these records and the failure to keep them could result in a violation of Florida's Public Records laws.**

3. ENDORSEMENTS AND PUBLIC POSITIONS:

- The City Commission is precluded by Florida law from endorsing any candidate for elected office.
- Commissioners shall not actively endorse or campaign for other candidates for City Commission seats.
- The City Commission is free to take public positions on political issues.
- Individual Commissioners are free to take public positions on political issues, even if those positions are not consistent with the majority view of the Commission.

4. REORGANIZATION AND INTERGOVERNMENTAL RELATIONS:

- At the first City Commission in December of each year (Reorganization Meeting), the Commission selects from its members a Mayor and Vice Mayor. However, the City Commission is free to reorganize at any Commission meeting throughout the year, upon an approved motion of a Commissioner.
- At the reorganization meeting, the Commissioners will also decide which of the members will serve as liaisons to various external boards and committees, and will appoint or reappoint, as applicable, citizens to various appointed boards and committees.
- While serving on any external board, such as the MPO, TCRPC, or other board, the Commissioner(s) assigned will endeavor to consistently represent the position of the City Commission, and will not knowingly take a unilateral position that opposes the position of the City Commission.

5. PUBLIC PARTICIPATION AT MEETINGS:

- Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice, or disrespect should be evident on the part of individual Commissioners toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- **Generally: Be welcoming to speakers and treat them with care and gentleness.** "I have given public presentations so standing up in front of a group and using a microphone was not new to me. But, I found that speaking in front of the City Commission for the first time was an entirely different experience. I was incredibly nervous, and my voice was shaking. I think the reason was because the issue was so personal to me. The Commission was going to take a vote that would affect my family's daily life and my home. I was feeling a lot of emotion."
- The way the City Commission treats people during public hearings can do a lot to make them relax, or to push their emotions to a higher level of intensity.
- **Give the appearance of active listening.** It is disconcerting to speakers to have Commissioners not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time, texting, checking your email, or Facebook page, or gazing around the room gives the appearance of disinterest.
- **Ask for clarification, but avoid debate and argument with the public.** Only the Chair – not individual Commissioners -- can interrupt a speaker during a presentation. However, a Commissioner can ask the Chair for a point of order if the speaker is off the topic or exhibiting behavior or language that the Commissioner finds disturbing.
- **No personal attacks of any kind are tolerable.** Commissioners should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.
- **Items not on the Agenda.**
- At the beginning of City Commission Meetings, a person, wishing to address the City Commission on any item NOT on the Agenda, shall fill out a form provided by the City Clerk and at a minimum, give his/her name and address. These NON-AGENDA public comments shall be limited to one (1) appearance per meeting for a duration not to exceed five (5) minutes unless a majority of the Commission feels some other time limit is appropriate, based upon the length of type of agenda.

- Under Florida law, public comment on non-agenda items, need not be taken at City Commissioner Town Hall Meetings, at City staff conducted hearings or meetings, at Emergency Special Meetings for a specific purpose, or at City Commission Workshops for a specific purpose.
- No question or comment by the public should be addressed directly to any individual Commissioner or City staff member. All comments must be directed through the Chair.
- Questions from the public may be referred by the Chair to the City Manager or City Attorney. If they are unable to give an immediate response to a question, the City Commission may decide the matter raised during Public Comment requires further review and discussion refer the matter to the City Manager for inclusion on a subsequent agenda.
- **Items on the Agenda.**
 - When multiple speakers appear to speak on one topic on the Agenda. When a group of people supporting or opposing the same position regarding an item on the agenda desires to be heard, in the interest of time and to avoid repetitious comments, a spokesperson may be designated by the group to express the group's concerns. However, a person in the group may make comments which were not included in the spokesperson's comments. Participation shall be limited to five (5) minutes per person, unless a majority of the Commission feels some other time limit is appropriate.
- **When there is a Public Hearing.**

When a public hearing is required on an item, whether quasi-judicial or otherwise, the time established for presentation and debate is usually fluid and not restricted. However, by motion of the City Commission deadlines can be established to limit presentations or debate, or both presentation and debate.
- **Consent Calendar items.** The Agenda typically includes a Consent Calendar, during which the City Commission adopts by a single motion, one or more items listed on the Consent Calendar which are believed to be non-controversial, and which may be routine in nature. If one or more Commissioners request that an item(s) be removed from the

Consent Calendar for discussion during the regular agenda, the item(s) shall be removed and placed where appropriate on the agenda.

- Public comment is required for the motion to adopt the Consent Calendar, but the members of the public are not permitted to ask for removal of an item from the Consent Calendar, except for any quasi-judicial matter that has been placed on the Consent Calendar.
- **Exceptions when public participation is not required.**
- The right of the public to a reasonable opportunity to be heard does not apply:
 - When an official act must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements for public participation would cause an unreasonable delay in the ability of the Commission to act; or
 - When an official act involves a ministerial act, including but not limited to, approval of minutes and ceremonial proclamations; or
 - When the Commission holds an attorney-client session pursuant to § 286.011, Florida Statutes or a collective bargaining executive session

6. HANDLING LITIGATION AND OTHER CONFIDENTIAL MATTERS.

All written materials and oral information provided to Commissioners on matters that are confidential under State law shall be kept in complete confidence to ensure that the City's position is not compromised. Any confidential material will only be provided to Commissioners when needed by the City Commission to make a formal decision that is to come before them. No disclosure, photo copies, or mention of any information in these materials may be made to anyone other than City Commissioners, the City Attorney, or the City Manager.

- Confidential materials provided in preparation for and during duly called attorney-client sessions must be returned to staff at the conclusion of the closed session.

- Confidential materials provided to Commission members outside of closed sessions must be returned to staff within ten (10) days of their receipt.
- Individual Commissioners may not request confidential written information from staff that has not been provided to all Commissioners.

7. TRAVEL EXPENSES.

- The policies and procedures related to the reimbursement of travel expenses for official City business by Commissioners are outlined in the City's Procurement Policies. All Commissioner travel for which the Commissioner will be officially representing the City will be reimbursed by the City, must be approved and included in the annual budget, or otherwise funded as recommended by the City Manager.

8. COMMISSIONER CONDUCT WITH ONE ANOTHER.

- City Commissions are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public elected office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even as individual Commissioners may respectfully "agree to disagree" on contentious issues, but they should always do so with respect, and deference, acknowledging that "their way" may not be the "only way."
- **Practice civility and decorum in discussions and debate:** Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action, so long as the discussion remains civil.
- **Avoid personal comments that could offend other Commissioners:** If a Commissioner is personally offended by the remarks of another Commissioner, the offended Commissioner should make notes of the actual words used and call for a "point of personal privilege" that challenges the other Commissioner to justify or apologize for the language used. The Chair will maintain control of this discussion.
- **Demonstrate effective problem-solving approaches:** Commissioners have a public stage to show how individuals with

disparate points of view can find common ground and seek a compromise that benefits the community as a whole. The Stuart City Commission has a history of "consensus building," meaning that many, if not most Commission actions are taken by achieving a consensus, during deliberation, and prior to a vote.

- **Chair to maintain order:** It is the responsibility of the Chair to keep the comments of Commissioners on track during public meetings. Commissioners should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Chair's actions in enforcing the rules of order set forth herein, those objections should be voiced politely and with reason. If the rest of Commission disagrees with the decision of the Chair, a majority vote of Commission shall be binding. In the event a decision cannot be reached by the Commission as to the manner of proceeding on any matter, the Commission may look to Robert's Rules of Order as a guide to assist the Commission in making a determination.

9. SOCIAL ENCOUNTERS

- **The Florida Open Meetings Law prevails on any social gatherings involving Commissioners:** However, members of a public board or commission are not prohibited under the Sunshine Law from gathering socially, provided that matters which may come before the board or commission are not discussed at such gatherings.
- When two or more members of the City Commission are attending or participating in meetings or other functions unconnected with their board, they must refrain from discussing matters on which foreseeable action may be taken by the board, but are not otherwise restricted in their actions.
- For instance: a luncheon meeting held by a private organization in which members of the City Commission are invited, at which there is no discussion among such officials on matter relating to public business would not be subject to the Sunshine Law, merely because of the presence of two or more members of the commission.
- Commissioners should avoid situations in which they may be perceived by the general public as discussing matters which may come before the Commission. So, in this context, sitting together is never a good idea.

- As we all realize, elected officials are always on display – people around them that they may not know monitor their actions, manner, and language. Anticipate that lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings will be noted.
- The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in social conversations, and the conversation should not be allowed to stray into matters that could foreseeably come before the City Commission.
- **Be aware of the insecurity of written notes, voicemail messages, and e-mail:** Technology allows words written or said without much forethought to be distributed wide and far. Questions you should always think about... Would you feel comfortable to have this note or email published by the media? Or, how would you feel if this voicemail message was played on a speakerphone in a full office?
- Written notes, and voicemail messages should be treated as potentially "public" communication.
- **Any use of the City email system should be treated as if the message is public, can be requested by the media, and could "go viral." Incidental non-public use of the City email system is okay, but it is a better practice to keep non-public matters on a non-public (personal) email system, and public matters only on the City's email system.**
- The Sunshine Law applies to the deliberations and discussions between two or more members of the City Commission on some matter which foreseeably will come before the Commission for action. The use of a telephone to conduct such discussions does not remove the conversation from the requirements of s. 286.011, F.S.

IV. Commission Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and the City Manager and staff, who implement and administer the Commission's policies. Therefore, every effort should be made to be

cooperative and show mutual respect for the contributions made by each individual for the good of the community. **As a result, the City Commission agrees to be bound by Section 44, Harassment and Professionalism in the Workplace.**

- **TREAT ALL CITY EMPLOYEES AS PROFESSIONALS.** Clear and honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior toward staff by a city commissioner is not acceptable.
- **Limit contact to specific City staff.** Questions of City staff or requests for additional background information should be directed only to the City Manager, City Attorney, or Department Heads. The Office of the City Manager should be copied on any request outside of the City Manager's Office.
- **Requests for follow-up or directions to staff** should be made only through the City Manager, or the City Attorney when appropriate. When in doubt about what staff contact is appropriate, Commissioners should ask the City Manager for direction. Unless purely personal, materials supplied to a Commissioner in response to a request will be made available to all members of the City Commission so that all have equal access to information.
- **Do not disrupt City staff from their jobs.** Commissioners should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions, in order to have their individual needs met.
- **Never publicly criticize an individual employee.** Commissioners are entitled to their individual opinions regarding the performance of individual employees. However, those opinions should never be expressed in public, to the employee directly, or to the employee's supervisor. Comments about staff performance should only be made to the City Manager through correspondence or conversation.
- **Do not get involved in administrative functions.** Commissioners must not attempt to influence City staff on items that are within the jurisdiction of the City Manager, such as making new employee appointments, awarding contracts, selecting consultants, processing development applications, or granting City licenses and permits.

- **Check with City staff on correspondence.** Before sending correspondence, Commissioners should check with City staff to see if an official City response has already been sent or is in progress.
- **Do not attend meetings with City staff unless directed by the City Commission.** Even if the Commissioner does not say anything, the Commissioner's presence implies either support or non-support, or shows partiality, or potentially intimidates staff, and hampers staff's ability to do their jobs objectively.
- **Limit requests for staff support.** Routine administrative support will be provided to all Commissioners through the City Manager's Office. All mail for Commissioners is opened by the City Manager's designee, unless other arrangements are requested by a Commissioner. Mail addressed to the Mayor is reviewed first by the City Manager, who may note suggested action or follow-up items.
- **Requests for additional staff support** – even in high priority or emergency situations – requests should be made to the City Manager who is responsible for allocating City personnel resources in order to maintain a professional, well-run City government.
- **Do not solicit political support from staff.** Commissioners should never solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff members retain the same constitutional rights as private citizens, and may support political candidates, but all such activities must be done away from the workplace.
- **Commissioners should refer to the City Manager** any City staff member who does not follow proper conduct in their dealings with City Commissioners, other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such actions.
- **When preparing for Commission Meetings.** When preparing for Commission meetings, Commissioners should direct questions ahead of time to the City Manager so that staff can provide the desired information at the Commission meeting. "Meeting by ambush" is never acceptable. There are an infinite number of questions an elected official

can ask staff that can't be answered on the spot, and to do so may only serve to make the staff look ineffective.

V. Commission Conduct with and Relationship to the City Attorney

1. NO ATTORNEY-CLIENT RELATIONSHIP.

City Commission members who consult the City Attorney, his or her staff and/or attorney(s) contracted to work on behalf of the City DO NOT enjoy or establish an attorney-client relationship with the attorney(s) by consulting with or speaking to same.

- Any attorney-client relationship established belongs to the City, acting through the City Commission, and as may be allowed in The Florida Bar Rules of Professional Conduct, or State law for purposes of defending the City or the City Commission in the course of litigation and administrative proceedings.
- **Requests for Legal Assistance.** Legal assistance may be requested directly from the City Attorney by an individual City Commissioner, outside of public meeting(s) to assist the City Commissioner in carrying out his or her official duties on a matter. The City Attorney will respond to the individual request as prescribed by law, or his or her Agreement with the City.
- Likewise, the City Manager or with the City Manager's permission, a Department Director or staff member may seek legal assistance with his or her official duties, and the City Attorney shall provide such assistance, whenever feasible.

VI. In Unofficial Settings

- 1. MAKE NO PROMISE, YOU CAN'T KEEP.** Make no promises on behalf of the City Commission, without a Commission vote on the measure. Commissioners are frequently asked to explain a Commission action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information.
- **It is improper to overtly or implicitly promise Commission action,** or to promise City staff will do something specific (fix a pothole,

plant new flowers in the median, or direct staff to "look into the matter," etc.).

- **Make no personal comments about other Commissioners.** It is certainly acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments or remarks about other Commissioners, or their opinions and actions.
- **Remember that Stuart is a "small town" at heart.** Commissioners are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City of Stuart. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Commissioners, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

VII. Commission Conduct with Other Public Agencies

"Always do right. This will gratify some people and astonish the rest."

-- Mark Twain

- **Be clear about representing the city or personal interests.** If a Commissioner appears before another governmental agency or organization to give a statement on an issue, the Commissioner must clearly state: 1) if his or her statement reflects personal opinion, or is the official position of the City; and 2) whether this is the majority or minority opinion of the Commission.
- **If the Commissioner is representing the City,** the Commissioner must support and advocate the official City position on an issue, not a personal viewpoint. If the City Commission's position has not been established, the Commission should not take a position, until the matter can be heard by the City Commission.
- **If the Commissioner is on a board, or is representing another organization, which holds a position different from the City,** the Commissioner should withdraw from voting on an issue if it significantly and detrimentally impacts the City's interest. Commissioners should be clear about which organizations they represent and inform the City Commission of their involvement, as the need arises.

VIII. Commission Conduct with Advisory Boards

The City has established several standing Boards as a means of gathering community input. Citizens who serve on these boards become more involved in government, and serve as advisors to the City Commission. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- **If attending a Board meeting, be careful to only express personal opinions.** Commissioners may attend any Board meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer -- could be viewed as unfairly affecting the process. Any public comments by a Commissioner at a Board meeting should be clearly made as an individual opinion, and not a representation of the feelings of the entire City Commission.
- **Limit contact with Board members to questions of clarification.** It is inappropriate for a Commissioner to contact a Board member to lobby on behalf of an individual, business, or developer. It is acceptable for Commissioners to contact Board members in order to clarify a position taken by the Board.
- **Remember that Boards serve the community, not individual Commissioners.** The City Commission appoints individuals to serve on Boards, and it is the responsibility of each Board to follow policy and ordinances established by the Commission. But Board members do not report to individual Commissioners, nor should Commissioners feel they have the power or right to threaten Board members with removal if they disagree about an issue. Appointment and re-appointment to a Board should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board appointment should not be used as a political "reward."
- **Be respectful of diverse opinions.** A primary role of Boards is to represent many points of view in the community, and to provide the Commission with advice based on a full spectrum of concerns and perspectives. Commissioners may have a closer working relationship with some individuals serving on Boards, but must be fair and respectful of all citizens serving on Boards.

- **Keep political support away from public forums.** Board and Commission members may offer political support to a Commissioner, but not in a public forum while conducting official duties. Conversely, Commissioners may support Board and Commission members who are running for office, but not in an official forum in their capacity as a Commissioner.
- **Inappropriate behavior can lead to removal.** Inappropriate behavior by a Board member should be referred to the City Manager, and the City Manager should counsel the offending member. If inappropriate behavior continues, the City Manager should bring the situation to the attention of the Commission, and the individual is subject to removal from the Board.

IX. Commission Conduct with the Media

Commissioners are frequently contacted by the media for background and quotes.

- **The best advice for dealing with the media is to never go "off the record."** Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.
- **Follow the Communications Plan and in most cases, you won't be "wrong."** Depending on the issue, the Mayor will be the designated representative of the City Commission to present and speak on the official City position. If an individual Commissioner is contacted by the media, the Commissioner should be clear about whether their comments represent the official City position or a personal viewpoint. At the same time, other issues may require the City Manager, the Police or Fire-Rescue Chief, or other person to be the official spokesperson... follow the Communications Plan.
- **Choose words carefully and cautiously.** To avoid inadvertent errors by the media when quoting what a Commissioner says, it is advisable to give short answers. Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

X. Public Decorum

- No person attending Commission meetings shall be allowed to make obscene, vulgar, or abusive remarks, nor shall any person be allowed to make repetitive remarks so as to become disruptive to the purpose of the meeting. No person shall be allowed to become violent, aggressive, belligerent, or boisterous. Any such person shall be instructed by the Chair to cease making such remarks or engaging in such improper conduct. If the person fails to comply with the Chair's instruction, (s)he may be removed from the Commission Chambers upon the Chair's directive, unless a majority of Commission grants such person permission to remain in Commission Chambers.
- It is the duty of the Chief of Police or a member of the Police Department acting as sergeant-at-arms to forcibly evict, if necessary, any person from the Commission Chambers upon the order of the Chair or Commission at any such meeting. The sergeant-at-arms shall carry out all orders and instructions given by the Chair for the purpose of maintaining order and decorum at the Commission meeting.
- If speakers become flustered or defensive because of Commissioner's questions, the Chair will make a good faith effort to calm and focus the speaker, and to maintain the order and decorum of the meeting. Questions by Commissioners to members of the public testifying at quasi-judicial hearings should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Commissioners' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.
- All persons wishing to address the City Commission must limit their comments to the specific subject being addressed. All questions or comments must be directed to the Chair rather than to an individual Commissioner, City Staff, Attorney, or other City consultant.

XI. Principles of Proper Conduct

Proper conduct IS ...

- Keeping promises
- Being dependable
- Building a solid reputation
- Participating and being available and present

- Demonstrating patience
- Showing empathy
- Holding onto ethical principles under stress
- Listening attentively
- Studying thoroughly
- Keeping integrity intact
- Overcoming discouragement
- Going above and beyond, time and time again
- Modeling a professional manner
- **It all comes down to respect.** Respect for one another as individuals and respect for the validity of different opinions, respect for the democratic process, and finally respect for the community we serve.

I affirm that I have read and understand this City of Stuart Code of Conduct for Elected Officials.

Date

Commissioner

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 4/24/2017

Prepared by: Nicole King

Title of Item:

RESOLUTION No. 51-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH THE UF/IFAS EXTENSION 'FLORIDA FRIENDLY LANDSCAPING' (FFL) PROGRAMS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:

This Memorandum of Understanding establishes the agreement between the City and University to implement FL Friendly Landscaping Programs in the City and outlines the contributions, duties and responsibilities of the City and University to implement the programs.

CITY MANAGER'S NOTE: This program expands the offerings from the University, and formalizes the co-sponsor relationship with IFAS. It also lengthens (by 6 months) the original agreement that we have been operating under. I keeps the pricing the same as before (per calendar quarter). Like other items, this one is subject to funding by the Mid-Year Budget Amendment.

Funding Source:

Mid-Year Budget Amendment

Recommended Action:

Motion to approve the Memorandum of Understanding with the University of Florida in the amount of **\$28,000.00** during the term of this MOU (18 months).

ATTACHMENTS:

Description	Upload Date	Type
□ RES 51-2017 MOU with UF/IFAS	4/13/2017	Resolution add to Y drive
□ MOU betw City and UF/IFAS	4/12/2017	Attachment



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

RESOLUTION NUMBER 51-2017

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
STUART, FLORIDA AUTHORIZING THE MEMORANDUM OF
UNDERSTANDING WITH THE UF/IFAS EXTENSION 'FLORIDA
FRIENDLY LANDSCAPING' (FFL) PROGRAMS; PROVIDING
AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

* * * * *

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

SECTION 1: The CITY desires to fund UF/IFAS Extension programs related to FFL, including, but not limited to the following programs: My Martin Yard (MMY), Community/Youth Gardening; and Commercial Landscaping Workshops.

SECTION 2: All programs are designed to educate CITY residents, businesses, civic organizations, municipal staff, and others about the principles of Florida Friendly Landscaping, proper fertilizer use, and irrigation, best management practices.

SECTION 3: Implementation of the program will provide useful information to participants to help reduce nutrient discharges to the St. Lucie River and Indian River Lagoon, and provide the CITY with credit from the Florida Department of Environmental Protection toward compliance with the St. Lucie River and Indian River Lagoon Basin Management Action Plan (BMAP). The UNIVERSITY has established Florida Friendly Landscaping programs consisting of workshops and post-workshop site visits that focus on these issues.

MOU betw City and UF/IFAS

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:

TOM CAMPENNI, MAYOR
TROY MCDONALD, VICE MAYOR
JEFFREYA.KRAUSKOPF, COMMISSIONER
EULA CLARKE, COMMISSIONER
KELLI GLASS LEIGHTON, COMMISSIONER

YES	NO	ABSENT

ADOPTED this 24th day of April, 2017.

ATTEST:

CHERYL WHITE
CITY CLERK

TOM CAMPENNI
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STUART AND THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

The **City of Stuart, Florida** (CITY) is entering into this Memorandum of Understanding with the **University of Florida Board of Trustees** (UNIVERSITY) on this 27th day of March, 2017 to support UF/IFAS Extension “Florida Friendly Landscaping” (FFL) programs in the City of Stuart.

SECTION I. PURPOSE

The CITY desires to fund UF/IFAS Extension programs related to FFL, including, but not limited to the following programs:

My Martin Yard (MMY)
Community/Youth Gardening; and
Commercial Landscaping Workshops

All programs are designed to educate CITY residents, businesses, civic organizations, municipal staff, and others about the principles of Florida Friendly Landscaping, proper fertilizer use, and irrigation, best management practices.

Implementation of the program will provide useful information to participants to help reduce nutrient discharges to the St. Lucie River and Indian River Lagoon, and provide the CITY with credit from the Florida Department of Environmental Protection toward compliance with the St. Lucie River and Indian River Lagoon Basin Management Action Plan (BMAP). The UNIVERSITY has established Florida Friendly Landscaping programs consisting of workshops and post-workshop site visits that focus on these issues.

This Memorandum of Understanding establishes the agreement between the CITY and UNIVERSITY to implement FFL Programs in the City and outlines the contributions, duties and responsibilities of the CITY and UNIVERSITY to implement the programs.

SECTION II. FLORIDA FRIENDLY LANDSCAPING PROGRAMS DESCRIPTION

The Florida Friendly Landscaping Program is an educational program consisting of workshops and post-workshop site visits to educate participants about the nine principles of Florida Friendly Landscaping (right plant/right place; water efficiently; fertilize appropriately; mulch; attract wildlife; manage pests responsibly; recycle; reduce storm water runoff; and protect the waterfront).

The My Martin Yard Program (MMY) is a UF/IFAS EXTENSION program tailored for Martin County to educate participants, primarily residential homeowners, about local issues including maintaining a healthy lawn while complying with applicable fertilizer ordinances, and best management practices for fertilizer and irrigation. Participants will learn how to calibrate and correctly use a fertilizer spreader, calculate the correct amount of fertilizer, how to accurately set an irrigation clock, and how to calibrate an irrigation system. The combined program offers comprehensive information for participants to establish and maintain Florida friendly landscaping in accordance with local conditions and ordinances.

Martin County Extension staff will conduct up to six (6) workshops per calendar year on a periodic basis, beginning in 2017 and ending in September 2018. UF/IFAS Extension Martin County staff will conduct post-workshop site visits as requested by workshop participants.

The CITY maintains community/youth gardens, such as the one currently located at Church Street and Tarpon Avenue, and seeks assistance from UF/IFAS Extension in educating garden participants on FFL principles, through educational site visits. UF/IFAS Extension Martin County staff will conduct up to six (6) site visits per calendar year beginning in 2017 and ending in September 2018, with sufficient notice to the CITY, so that the CITY can properly prepare and advertise the events.

The annual Protecting Florida's Resources Best Management Practices workshop educates CITY employees, and other public employees, commercial landscapers, and others on FFL principles. Workshops are held weekly throughout the summer. UF/IFAS Extension Martin County staff will conduct up to seven (7) workshops per calendar year beginning in 2017 and ending in September 2018.

Program information, workshops, and site visits will be tailored to provide useful information about the FFL program and CITY specific conservation and environmental compliance goals and requirements for the following attendants:

1. Residents living along the St. Lucie River and Indian River Lagoon shoreline
2. Residents not living along the St. Lucie River and Indian River Lagoon shoreline
3. Homeowner and Condominium Associations
4. Civic Associations
5. Municipal employees including planning, environmental or water quality, landscape maintenance and contracting/purchasing staff
6. Landscape Professionals who plan and maintain Florida-friendly landscapes including builders and developers, landscape architects, landscape and irrigation contractors, and landscape maintenance professionals:
7. Irrigation industry workers, and others wanting to earn the FDEP Green Industry BMP certification.

SECTION III. DUTIES AND RESPONSIBILITIES

The UNIVERSITY shall be responsible to:

1. Identify and designate specific staff members to serve as points of contact regarding the Florida Friendly Landscaping/My Martin Yard (FFL/MMY), Community/Youth Gardening, and Protecting Florida's Resources programs with the CITY.
2. Work in collaboration with other University of Florida Agents to support FFL Best Management Practice programs.
3. Provide staff with expertise in the FFL program to run the workshops as they are scheduled. Conduct workshops as required herein.
4. In cooperation with CITY, establish a schedule of workshops, target audiences for each, and publicity strategy.
5. Advertise and market the workshops on the UF/IFAS Extension Martin County website.
6. Handle registration for the workshops and post-workshop site visits.
7. Provide all written and presentation materials for the workshops at no cost to the participants.
8. Provide CITY with quarterly impact report detailing the number of workshops conducted, number of participants, increase in knowledge metric (results of before and after survey), and surveys and evaluation forms from participants.
9. Provide an annual report for annual reductions of nitrogen and phosphorus.

The CITY shall be responsible to:

1. Identify and designate one or more specific City staff person(s) to serve as the point of contact regarding the Florida Friendly Landscaping program.
2. Coordinate room space and meeting locations to accommodate FFL workshops which will have at least 20 participants per workshop.
3. In cooperation with UNIVERSITY, establish a schedule of workshops, and target audiences for each, and publicity.
4. Advertise and market the workshops using appropriate methods such as mail outs, advertisements in local publications and the CITY website, and social media outlets.
5. Provide funding as provided below, designed to supplement staff salaries, programming, professional development, and materials and supplies.

SECTION IV. FUNDING AND PAYMENTS

1. The CITY will fund UNIVERSITY in the amount of **\$28,000.00** during the term of this MOU. UNIVERSITY shall submit quarterly invoices to the CITY in accordance with the

schedule in Exhibit A, below. CITY shall make its required payments no later than 30 days after the receipt of UNIVERSITY invoices.

2. It is expressly understood that this MOU is subject to annual appropriation of funds by the CITY, and shall not be construed as a pledge of the taxing power or full faith and credit of the CITY. Proposed budget will be submitted annually to the CITY for review and approval.
3. UNIVERSITY will not charge Facilities and Administrative costs to the CITY.
4. Invoices submitted by UNIVERSITY to the CITY should be sent directly to the following address on record at UNIVERSITY. The address as of the date of this AGREEMENT is:

City of Stuart
ATTN: Accounts Payable
121 SW Flagler Ave
Stuart, FL 34994

SECTION V. NOTICES

Formal notices under the terms of this agreement shall be sent by U.S. mail as follows:

UF/IFAS Extension:

JP Gellermann

2614 SE Dixie Hwy

Stuart, FL 34996

Office: (772) 288-5654

Fax: (772) 288-4354

City of Stuart:

City Manager

121 SW Flagler Ave

Stuart, FL 34994

Office: (772) 288-5312

Fax: (772) 288-5316

With a copy to:

University of Florida

Division of Sponsored Programs

207 Grinter Hall, P.O. Box 115500

Gainesville, FL 32611-5500

With a copy to:

University of Florida

IFAS Extension Administration

1062 McCarty Hall D, P.O. Box 110220

Gainesville, FL 32611-0220

SECTION VI. TERM OF AGREEMENT

This agreement shall begin on January 1, 2017 and end on September 30, 2018.

SECTION VII. AMENDMENTS

This Memorandum of Understanding may only be amended by written agreement of the CITY and UNIVERSITY. Amendment's to this agreement should be fully executed within 30 days.

SECTION VIII. TERMINATION

This Agreement may be terminated by either party with six (6) months' written notice to the non-terminating party, with or without cause.

SECTION X. SEVERABILITY, CONSTRUCTION AND INTERPRETATION

In the event that any section, subsection, sentence, clause or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever any such invalidity, illegality, or unenforceability shall not affect any or the other remaining articles, sections, subsections, sentences, clauses or words of this Agreement and this Agreement shall be read and/or applied as if the invalid, illegal, or unenforceable section, subsection, sentence, clause, or word did not exist. This Agreement was mutually negotiated by all parties who have executed the same. Consequently, it is the intent of the parties that no provisions shall be more harshly construed against either party as the drafter hereof. As used in this Agreement, the plural includes the singular and the singular includes the plural. Use of one gender includes all genders. Subtitles or catch lines for articles, sections, or subsections herein are used for ease in reading this Agreement, and the subtitles or catch lines do not form a substantive part of this Agreement for purposes of interpretation. This Agreement shall be liberally interpreted to achieve its goals and purposes.

SECTION XI. DEFAULT

In the event of default by a Party to this Agreement, the other Party shall have all remedies as set forth herein and those remedies available to it under the laws of the State of Florida.

SECTION XII. GOVERNING LAW

The laws of the State of Florida shall govern the validity and interpretation of this Agreement.

SECTION XIII. VENUE

Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Martin County, Florida and any trial shall be non-jury.

SECTION XIV. ENTIRE AGREEMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the disbursement matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written regarding disbursements unless specifically incorporated into this agreement by writing.

This MOU is signed by the following individuals on behalf of their respective entities, with full authority to do so, and intending to be bound by the terms, conditions, and agreements herein, as of the beginning of the Term, expressed in Section VI.

For the UNIVERSITY:

By: _____
University of Florida

Martin County Extension Representative

For the CITY:

Attest:

Cherie White, City Clerk

Tom Campenni, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Michael J. Mortell, City Attorney

EXHIBIT A
City of Stuart
FY2017 - FY2018
Operating Expenses 1/1/2017 – 9/30/2018

Payment Schedule:

Date	Amount
April 10, 2017	\$4,000
July 10, 2017	\$4,000
October 10, 2017	\$4,000
January 10, 2018	\$4,000
April 10, 2018	\$4,000
July 10, 2018	\$4,000
October 10, 2018	\$4,000
TOTAL	\$28,000

Please remit invoices to:

City of Stuart
City Manager
121 SW Flagler Avenue
Stuart, FL 34994

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 4/24/2017

Prepared by: Lenora Darden

Title of Item:

RESOLUTION No. 52-2017; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZATION TO NEGOTIATE FOR REI# 2017-170, PROFESSIONAL ENGINEERING SERVICES, ASSESSMENT OF SUSTAINABLE ALTERNATIVE WATER SUPPLY TO THE TOP RANKED FIRM, HAZEN AND SAWYER OF BOCA RATON, FLORIDA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:

Request for Expressions of Interest #2017-170 was advertised in the Stuart News on February 26, 2017: Simultaneously released on-line by Onvia (www.DemandStar.com) who notified 954 potential proposers and issued twenty-six (26) REI packages. The Stuart Procurement & Contracting Services Office issued eight (8) REI packages to individuals and firms who had expressed interest in proposing on this project. Four (4) proposals were received by the closing time and date of 2:30 pm, Wednesday, March 29, 2017.

A three (3) member selection committee met on April 13, 2017, to discuss and evaluate the proposals based on the following criteria; knowledge & qualifications, experience & references, task approach, past performance, and familiarity. The selection committee had discussions about the submittals; and then scored them individually.

The selection committee determined that Hazen and Sawyer of Boca Raton, Florida met the requirements as specified in the REI and requests authorization to start negotiations with the top ranked firm.

Funding Source:

Funds are available in 1610-531

Recommended Action:

Adopt Resolution No. 52-2017

ATTACHMENTS:

Description	Upload Date	Type
□ Resolution No. 52-2017	4/13/2017	Resolution add to Y drive
□ Evaluation Summary	4/13/2017	Backup Material



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 52-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA AUTHORIZATION TO NEGOTIATE FOR REI# 2017-170, PROFESSIONAL ENGINEERING SERVICES, ASSESSMENT OF SUSTAINABLE ALTERNATIVE WATER SUPPLY TO THE TOP RANKED FIRM, HAZEN AND SAWYER OF BOCA RATON, FLORIDA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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

SECTION 1: The City Commission of the City of Stuart hereby authorizes the negotiation for REI# 2017-170, Professional Engineering Services, Assessment of Sustainable Alternative Water Supply to the top ranked firm, Hazen and Sawyer of Boca Raton, Florida.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 52-2017

Authorization to Negotiate for REI# 2017-170, Professional Engineering Services,
Assessment of Sustainable Alternative Water Supply

ADOPTED this 26th day of September 2016.

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:

TOM CAMPENNI, MAYOR
TROY MCDONALD, VICE MAYOR
JEFFREY KRAUSKOPF, COMMISSIONER
KELLI GLASS LEIGHTON, COMMISSIONER
EULA CLARKE, COMMISSIONER

YES	NO	ABSENT

ADOPTED this 24th day of April, 2017.

ATTEST:

CHERYL WHITE
CITY CLERK

TOM CAMPENNI
MAYOR

REVIEWED FOR FORM AND
CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

SELECTION CRITERIA SCORE TABULATION

April 13, 2017

REI #2017-170: PROFESSIONAL ENGINEERING SERVICES ASSESSMENT OF SUSTAINABLE ALTERNATIVE WATER SUPPLY

Comments: Committee members scored points individually based on each criterion for a total maximum value of 100 points. HIGHEST total points is ranked LOWER. Lowest ranking is considered the top ranked firm

PROPOSER'S NAME	COMMITTEE RANKINGS				
	Evaluator 1	Evaluator 2	Evaluator 3	TOTAL POINTS	FINAL RANKING
HAZEN & SAWYER	95	97	96	288	1
KIMELY-HORN	85	93	97	275	2
AECOM	90	92	90	272	3
BOWMAN CONSULTING	65	80	74	219	4

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 4/24/2017

Prepared by: Nicole King

Title of Item:

RESOLUTION No. 53-2017 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA ADOPTING AMENDMENT 3 TO THE STATE OF FLORIDA DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT DW430410. PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW430410 for the Watermain Distribution System Upgrades, as amended; and Loan repayment activities need rescheduling to give the Project Sponsor additional time to complete construction.

Funding Source:

N/A

Recommended Action:

Approval of Resolution shall take effect on Adoption.

ATTACHMENTS:

Description	Upload Date	Type
☐ Res 53-2017	4/20/2017	Resolution add to Y drive



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

RESOLUTION NUMBER 53-2017

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF STUART, FLORIDA ADOPTING AMENDMENT 3
TO THE STATE OF FLORIDA DRINKING WATER STATE
REVOLVING FUND LOAN AGREEMENT DW430410.
PROVIDING AN EFFECTIVE DATE, AND FOR OTHER
PURPOSES.**

* * * * *

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

SECTION 1: The City of Stuart, Florida has previously approved and executed the \$5,931,816.00 State of Florida Drinking Water Revolving Fund Construction Loan Agreement DW430410.

SECTION 2: Amendment 3 provides for rescheduling the loan repayment activities in order to give the City additional time to complete construction. In addition, the amendment also provides revised provisions for audit and monitoring.

SECTION 3: All other terms and provisions of the Loan Agreement shall remain in full force and effect.

SECTION 4: 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:

TOM CAMPENNI, MAYOR
TROY MCDONALD, VICE MAYOR
JEFFREY A. KRAUSKOPF, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
KELLI GLASS LEIGHTON, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this 24th day of April, 2017.

ATTEST:

CHERYL WHITE
CITY CLERK

TOM CAMPENNI
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

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

Meeting Date: 4/24/2017

Prepared by: Cherie White, City Clerk

Title of Item:

Minutes 04/10/2017 CCM for approval (RC)

Summary Explanation/Background Information on Agenda Request:

Funding Source:

Recommended Action:

Approve Minutes

ATTACHMENTS:

Description	Upload Date	Type
04/10/2017 CCM	4/20/2017	Attachment

**MINUTES
REGULAR MEETING OF THE STUART CITY COMMISSION
TO BE HELD April 10, 2017 AT 5:30 PM
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

CITY COMMISSION

Mayor Tom Campenni

Vice Mayor Troy A. McDonald

Commissioner Kelli Glass Leighton

Commissioner Jeffrey A. Krauskopf (Absent)

Commissioner Eula R. Clarke

ADMINISTRATIVE

City Manager, Paul J. Nicoletti

City Attorney, Michael J. Mortell

City Clerk, Cheryl White

ROLL CALL

Roll Call.


Present:, Tom Campenni ,Mayor, Troy McDonald, Vice Mayor, Eula R. Clarke, Kelli Glass Leighton.

Absent: Jeffrey A. Krauskopf.


 **5:30 PM PLEDGE OF ALLEGIANCE**

 **5:31 PM 1. Arts Moment**

Joseph Dillard III, Actor, Political Activist, Play Writer, Videographer, came forward and read a poem to the Commission.

 **5:34 PM Lorenzo Christie, the brother of Former Mayor James Christie came forward and graciously thanked the City for their special tribute to Mayor Christie at his funeral service.**

PROCLAMATIONS

 **5:35 PM 2. Guardian Ad Litem Month - April 2017**
Recipient: Circuit Director H.L. "Vern" Melvin

H.L Vern Melvin came forward and thanked the City for the proclamation. He accepted it on behalf of the children and those advocates who support and protect those abused and neglected children under court supervision.



5:39 PM

3. Autism Awareness Month - April 2017

Suzy Hutcheson came forward and graciously accepted the proclamation.



5:45 PM

4. Volunteer Week - April 23-29, 2017

Carol Houwaart Diez came forward and graciously accepted the Proclamation. Also present were Carol Hodnett and Kathleen Stacey.

Pat Andrini Volunteer Treasure Coast Hospice registered over 4,000 hours of volunteerism was awarded the 2016 Former Presidents Volunteer Service Achievements Award.



5:48 PM 5. Water Conservation Month

Recipients: Anne Ellig, Recycling & Conservation Coordinator for City of Stuart and Adriana Mancini of Students4H2O.

Anne Ellig came forward and graciously accepted the Proclamation. She invited the Commission and Public to the 5th Annual Water Fest on April 22, 2017 in Memorial Park.

PRESENTATIONS



5:51 PM 6. Certificate of Recognition for USCG Auxiliary Flotilla 59 Recipients: Marc Kiriakow, Flotilla 59 Commander, and Hank Cushard, Senior Public Affairs Officer

Commander Kiriakow came forward and graciously accepted the Proclamation. He invited the Public to their 75 Years of Service celebration on Saturday April 29, 2017 at Sandsprit Park from 10 am-2 pm.



5:54 PM 7. FPL Solar Now Tree and Canopies.

Amy Brunjes, Regional Manager/External Affairs FPL introduced Anuj Choski of FPL who presented a plan to install a solar canopy and solar trees at Kiwanis Park.

Motion: Move forward , Action: Approve, Moved by Kelli Glass Leighton, Seconded by Eula R. Clarke.

Motion passed unanimously.



6:06 PM 8. Presentation: FPL Low Income Home Energy Assistance Program (LIHEAP)

Amy Brunjes, Regional Manager/External Affairs FPL came forward and introduced Dianne Verner, FPL who presented the many financial assistance programs for those needing assistance. She introduced LIHEAP which is a Federally Funded Block Program offered by the State.

CLERKS NOTE: A motion was made to approve the draft Resolution presented by FPL, and given a City Resolution number by the Clerk of 49-2017.

Motion: Approve Resolution 49-2017 of Support to LIHEAP. , **Action:** Approve, Moved by Troy McDonald, Vice Mayor, Seconded by Eula R. Clarke.
Motion passed unanimously.



6:19 PM COMMENTS BY CITY COMMISSIONERS

Vice Mayor McDonald said he was getting complaints along Palm City Road, with the biggest complaints of speed and volume.

Commissioner Clarke would like to work on maintaining Moore Cemetery. She would also like to see Historic Preservation in East Stuart for the Churches and stated there is some interest by the neighborhood for support.

Commissioner Glass Leighton asked that the City look into all Historic Preservation grant opportunities.

Mayor Campenni asked the Police Chief if anyone from Stuart Police Department was certified to handle victims of Human Trafficking.

Chief Dyess came forward and explained that he does have officers who are assigned to specifically handling these types of crimes.

Vice Mayor McDonald said he has seen signs of this crime in Stuart.

Mayor Campenni announced a mural on the AT&T Building that will be used as a pilot for other buildings and public art.




6:30 PM COMMENTS BY CITY MANAGER

Staff has asked to move the April 19th 2017 Density workshop to May 3, 2017.

Motion: Move Special Meeting about Density from April 19th to May 3, 2017 at 5:30 pm, **Action:** Approve, Moved by Eula R. Clarke, Seconded by Kelli Glass Leighton.
Motion passed unanimously.

City Manager Nicoletti announced that the City is interested in purchasing the former Cherokee Building, and asked for a motion by the Commission authorizing the City manager to bid on the property.

 **6:33 PM Motion: Authorize staff to bid a reasonable amount and asked Paul Nicoletti or Mike Mortell to do the bidding. Action: Approve, Moved by Troy McDonald, Vice Mayor, Seconded by Eula R. Clarke-- Glass Leighton NO - 3/1**

APPROVAL OF AGENDA APPROVAL OF AGENDA

 **6:34 PM Motion: Approval Agenda , Action: Approve, Moved by Troy McDonald, Vice Mayor, Seconded by Kelli Glass Leighton.
Motion passed unanimously.**

COMMENTS FROM THE PUBLIC (5 min. max)

N/A

6:35 PM CONSENT CALENDAR

9. Minutes of 03/27/2017 Regular Commission Meeting for approval.


END OF CONSENT CALENDAR

**Motion: Consent Calendar , Action: Approve, Moved by Kelli Glass Leighton, Seconded by Eula R. Clarke.
Motion passed unanimously.**

6:35 PM COMMISSION ACTION

10. THIS IS A PLACEHOLDER FOR ANY AND ALL CITY COMMISSION ACTIONS ON ITEMS TO COME BEFORE THE 2017 FLORIDA LEGISLATIVE SESSION.

Jim Chrulski and Ben Hogarth gave a brief visual presentation to the Commission and Public on the Legislative Mid -Session Report.

 **7:00 PM 11. RESOLUTION No. 44-2017; Review and/or approval of a draft Northpoint Property Request for Developer Qualifications (RFDQ).**

Motion: Res 44-2017, Action: Approve, Moved by Eula R. Clarke, Seconded by Kelli Glass Leighton. ---McDonald NO -3/1

ORDINANCE FIRST READING


ORDINANCE SECOND READING

 **7:02 PM 12. ORDINANCE No. 2348-2017; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, ANNEXING A PARCEL OF LAND NORTH OF THE INTERSECTION**

OF NE SAVANNAH ROAD AND NE BAKER ROAD, CONSISTING OF 14.85 ACRES, SAID PARCEL BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Motion: Ord 2348-2017, **Action:** Approve, **Moved by** Kelli Glass Leighton, **Seconded by** Eula R. Clarke.

Motion passed unanimously

 **7:03 PM 13.** ORDINANCE No. 2351-2017; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING SECTIONS 4-1 THROUGH 4-4, INCLUSIVE OF THE CITY OF STUART, FLORIDA CODE OF ORDINANCES TO CLARIFY AND FURTHER REGULATE ALCOHOLIC BEVERAGES WITHIN THE CITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion: Ord 2351-2017, **Action:** Approve, **Moved by** Eula R. Clarke, **Seconded by** Kelli Glass Leighton.

Motion passed unanimously.

Armond Pasquale came forward and expressed concern over the Ordinance and said it will allow for more bars in the downtown.


DISCUSSION AND DELIBERATION

 **7:05 PM 14.** FEC Seawall Discussion

City Attorney Mortell gave a brief overview regarding the seawall built by SDG Group on the previously leased Northpoint Property. All Aboard Florida has asked FEC to require the City to remove the seawall. He asked the City Commission to spend the money to remove the seawall. The estimated cost is \$75,000.00 and in addition terminate the lease. He also asked for funding to pay the lease.

He asked for \$150,000.00 for the lease and removal of the seawall.

Motion: Move approval to approve a NTE \$150,000.00 for removal of the seawall and terminate the lease with FEC , **Action:** Approve, **Moved by** Kelli Glass Leighton, **Seconded by** Tom Campenni. **Clarke- NO**

 **7:14 PM 15.** 7-Eleven Discussion

City Attorney Mortell gave a brief overview of the lease with 7-11, he said he spoke with the tenant representative and asked if they wanted to stay an extra 6 months just to give the City time. The representative said no. He directed staff to send the tenant a letter to terminate the lease and abide by paragraph 7 of the lease.. **Motion: Direct staff to terminate**

the lease and ask the tenant to abide by paragraph 7 of the lease , **Action:** Approve
Moved by Kelli Glass Leighton, **Seconded Troy McDonald**
Motion passed unanimously.



7:23 PM ADJOURNMENT

Cheryl White, City Clerk

Tom Campenni, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 24th day of April, 2017.**

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 4/24/2017

Prepared by: Pinal Gandhi-Savdas

Title of Item:

ORDINANCE No. 2347-2017; AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING SECTION 8-2(b) IN THE STUART CODE OF ORDINANCES TO ALLOW BACKYARD CHICKENS IN CERTAIN RESIDENTIAL ZONING DISTRICTS; AMENDING SECTION 2.06.00 OF THE STUART LAND DEVELOPMENT CODE, SUPPLEMENTAL USE STANDARDS FOR URBAN AGRICULTURE, TO PROVIDE FOR CHICKENS IN COMMUNITY GARDENS AND SINGLE FAMILY RESIDENTIAL PROPERTIES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. (RC)

Summary Explanation/Background Information on Agenda Request:

On August 24, 2015, the City Commission approved Ordinance No. 2309-2015 to allow chickens in urban farms. The provisions to allow backyard chickens in residential districts were removed from the ordinance and the scope was limited to urban farms only. The Ground Floor Farms implemented the chickens in urban farms in September 2016 and the representative from the Ground Floor Farms will be present at the meeting to share their experience.

Attachments:

- Ordinance No. 2347-2017
- Background information – Agenda Item 08/24/15
- Ordinance No. 2309-2015 - Approval of Chickens in Urban Farms

Note: This item positively reviewed by the LPA in mid 2015.

Funding Source:

N/A

Recommended Action:

Consider Ordinance No. 2347-2017 on First Reading.

ATTACHMENTS:

Description	Upload Date	Type
☐ Ordinance No. 2347-2017 Backyard Chickens	4/17/2017	Ordinance add to Y drive
☐ Agenda Item 08-24-15	3/27/2017	Backup Material
☐ Approved Ord. No. 2309-2015 - Allowance of Chickens in Urban Farms	2/14/2017	Backup Material
☐ Background Information (1)	3/27/2017	Backup Material
☐ Background Information (2)	3/27/2017	Backup Material
☐ Background Information (3)	3/27/2017	Backup Material



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

ORDINANCE NUMBER 2347-2017

**AN ORDINANCE OF THE CITY OF STUART, FLORIDA,
AMENDING SECTION 8-2(b) IN THE STUART CODE OF
ORDINANCES TO ALLOW BACKYARD CHICKENS IN
CERTAIN RESIDENTIAL ZONING DISTRICTS;
AMENDING SECTION 2.06.00 OF THE STUART LAND
DEVELOPMENT CODE, SUPPLEMENTAL USE
STANDARDS FOR URBAN AGRICULTURE, TO PROVIDE
FOR CHICKENS IN COMMUNITY GARDENS AND
SINGLE FAMILY RESIDENTIAL PROPERTIES;
PROVIDING FOR REPEAL OF CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY;
PROVIDING FOR CODIFICATION; AND PROVIDING
FOR AN EFFECTIVE DATE, AND FOR OTHER
PURPOSES.**

* * * * *

WHEREAS, the City Code of Ordinances currently prohibits the keeping of fowl in the residential zoning districts within the city limits; and

WHEREAS, the City Commission recognizes there has been a nationwide movement towards sustainable, local food production which aims to foster sense of community, to educate children about food origins and production, and to reduce energy and transportation costs and environmental concerns associated with modern farming; and

WHEREAS, the City Commission duly scheduled, advertised and held a public hearing on April 24, 2017, to consider an ordinance to allow the keeping and raising of chickens in

community gardens and in the backyards of certain residential zoning districts under certain conditions.

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

SECTION 1: AMENDMENTS TO SECTION 8-2(b) OF THE STUART CODE OF ORDINANCES. Section 8-2(b), Stuart City Code of Ordinances is hereby amended to add a provision regarding allowing community garden and backyard chickens to read in its entirety as follows:

Sec. 8-2. Livestock prohibited.

- (a) The following words, terms and phrases, when used in this section, shall have the meaning ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Livestock means any horse, mule, pony, fowl, jackass, cow, bull, steer, goat, sheep, pig, hog, or other domestic animal not customarily kept as a household pet.

- (b) It shall be unlawful for any person to keep livestock in the city or to allow livestock to run at large within the city with the exception of domestic chicken (*Gallus domesticus*) being kept, harbored, raised, or maintained as accessory to a permitted urban farm, community garden, and single family residence ~~and single family structure~~, subject to the restrictions contained in Section ~~2.06.09~~ 2.06.08 of the Stuart Land Development Code.

SECTION 2: AMENDMENTS TO SECTION 2.06.08 OF THE STUART LAND DEVELOPMENT CODE. Section 2.06.08(C), Stuart Land Development Code is hereby amended to add a provision regarding community garden and backyard chickens to read in its entirety as follows:

Sec. 2.06.08. Urban agriculture

C. Development standards

12. Pursuant to Chapter 8, Article I of the Code of Ordinances, livestock shall be prohibited, with the exception of domestic chickens (*Gallus domesticus*) being kept, harbored, raised, or maintained as accessory to a community garden, or a single family residence, ~~-an urban farm,~~ subject to the following restrictions:

(A) Urban farms and community gardens:

- a. No more than thirty (30) chickens per acre may be kept on an urban farm and four (4) chickens may be kept in community gardens, with roosters prohibited;
- b. The chickens shall be provided with a covered enclosure (i.e. "henhouse/coop") and must be kept in the covered enclosure or a fully enclosed run at all times. Chickens must be secured within the henhouse/coop during non-daylight hours;
- c. Covered enclosures (coops) and fully enclosed runs must meet the standards of permitted structures included in Section 2.06.098.C.4, and shall not be placed within ten (10) feet to any property line of an adjacent property or twenty-five (25) feet of any adjacent residential structure.
- d. A coop shall have a maximum height of six (6') feet, and shall not exceed 130 square feet. No coop shall be allowed in a front or side yard.
- e. The space per bird in the henhouse or /coop shall not be less than four (4) square feet per bird, and the space per bird (in addition to the coop) in the fully enclosed run shall not be less than ten (10) square feet per bird;
- f. Odors from chickens, chicken manure, or other chicken related substances shall not be detectable at the property boundaries. Enclosures shall be adequately ventilated, kept in neat condition, including provision of clean, dry bedding materials and regular removal of waste materials. All manure not used for composting or fertilizing shall be removed promptly, and shall not be allowed to accumulate and cause a hazard or nuisance to the health, welfare, or safety of humans or animals;
- g. All enclosures for the keeping of chickens shall be so constructed and maintained as to prevent rodents or other pests from being harbored underneath, within, or within the walls of the enclosure. The henhouse/coop must be impenetrable to rodents, wild birds, and predators, including dogs and cats;
- h. All feed and other items associated with the keeping of chickens that are likely to attract or become infested with or infected by rodents or other pests shall be kept in secure containers or otherwise protected so as to prevent rodents and other pests from gaining access to or coming into contact with them;
- i. No dog or cat that kills a chicken will, for that reason alone, be considered a dangerous or aggressive animal;

- j. Sales of eggs shall be conducted in accordance with Section 2.06.08.C.11., and all applicable state and federal regulations; and

- k. Humane harvesting of chickens is permitted by trained personnel, according to all applicable state and federal regulations.

(B) Single-Family residences:

- a. No more than four (4) chickens per half acre may be kept on a single family residential property, with roosters prohibited;
- b. The chickens shall be provided with a covered enclosure (i.e. "henhouse or coop") and must be kept in the covered enclosure or a fully enclosed run at all times. Chickens must be secured within the henhouse/coop during non-daylight hours;
- c. Covered enclosures and fully enclosed runs must meet the standards of permitted structures included in Section 2.06.098.C.4, and shall not be placed within ten (10) feet to any property line of an adjacent property or twenty-five (25) feet of any adjacent residential structure; in the alternative, covered enclosures may be constructed as portable structures with wheels or skids, and shall otherwise meet the above requirements. No coop shall be allowed in a front or side yard.
- d. A coop and run must be built within a rear yard that is surrounded by an opaque wall or fence that is at least six (6) feet in height. A chain-link fence, chain-link fence with slats, pickett fences or similar fence shall not constitute an opaque wall or fence. A building permit is required for a fence or wall.
- e. The space per bird in the henhouse/coop shall not be less than four (4) square feet per bird, and the space per bird in the fully enclosed run shall not be less than ten (10) square feet per bird;
- f. Odors from chickens, chicken manure, or other chicken related substances shall not be detectable at the property boundaries. Enclosures shall be adequately ventilated, kept in neat condition, including provision of clean, dry bedding materials and regular removal of waste materials. All manure not used for composting or fertilizing shall be removed promptly, and shall not be allowed to accumulate and cause a hazard or nuisance to the health, welfare, or safety of humans or animals;
- g. All enclosures for the keeping of chickens shall be so constructed and maintained as to prevent rodents or other pests from being harbored underneath, within, or within the walls of the enclosure. The

henhouse/coop must be impenetrable to rodents, wild birds, and predators, including dogs and cats;

h. All feed and other items associated with the keeping of chickens that are likely to attract or become infested with or infected by rodents or other pests shall be kept in secure containers or otherwise protected so as to prevent rodents and other pests from gaining access to or coming into contact with them;

i. No dog or cat that kills a chicken will, for that reason alone, be considered a dangerous or aggressive animal;

j. Sales of eggs shall be prohibited;

k. Harvesting of chickens is permitted by trained personnel, according to all applicable state and federal regulations;

l. Chickens shall not be kept at residential property with a townhome, duplex, condominium, apartment, multi-family residential units, or within manufactured/mobile home parks. This ordinance does not authorize persons to violate applicable restrictive covenants and homeowners' association rules and regulations;

~~a.m.~~ No person shall purposely release chickens with the intent of abandonment.

n. No chicken or other fowl shall be allowed to run at large within the city.

o. Chickens and other fowl which crow or make noise in violation of the city's noise ordinance shall be declared a nuisance. In the event that a property owner or occupant has been convicted of a third noise violation for noisy chickens or fowl, said birds shall be removed from the property by the owner of same for at least one year; and

p. The city may conduct on-site inspections of chicken coops and runs to assure compliance with this ordinance.

SECTION 3: All ordinances or parts of ordinances herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 5: The provisions of Section 1 and Section 2 of this ordinance shall be codified.

SECTION 6: This ordinance shall take effect upon adoption.

PASSED on First Reading this 24th day of April, 2017.

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:

TOM CAMPENNI, MAYOR
TROY A. McDONALD, VICE MAYOR
KELLI GLASS LEIGHTON, COMMISSIONER
JEFFREY A. KRAUSKOPF, COMMISSIONER
EULA R. CLARKE, COMMISSIONER

YES	NO	ABSENT

ADOPTED this _____ day of _____, 2017.

ATTEST:

CHERYL WHITE
CITY CLERK

TOM CAMPENNI
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL J. MORTELL
CITY ATTORNEY

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 8/24/2015

Prepared by: C. Aubrey, T. O'Neil

Title of Item:

ORDINANCE NO. 2309-2015; AMENDING SECTION 8-2(b), CITY CODE TO ALLOW CHICKENS AT URBAN FARMS; AND AMENDING SECTION 2.06.00, LAND DEVELOPMENT CODE, SUPPLEMENTAL USE STANDARDS FOR URBAN AGRICULTURE, TO ALLOW A CERTAIN NUMBER OF CHICKENS IN URBAN FARMS.(RC)

Summary Explanation/Background Information on Agenda Request:

In 2013, in the course of adopting *Urban Farm* and *Community Garden* regulations (copy attached), the idea of allowing a limited number of "backyard" chickens was briefly discussed during both LPA and City Commission deliberations. The general consensus at the time was to revisit the topic at a later date. Accordingly, staff prepared a draft ordinance which was considered by the Local Planning Agency on May 21 of this year. The board recommended approval with a handful of changes. The City Commission has since decided to forego provisions allowing backyard chickens and to limit the ordinance's scope to urban farms only. The attached color-coded draft ordinance reflects: (1) the original draft language presented to the LPA by staff, (2) the LPA's recommended changes, and (3) struck through language related to backyard chickens.

A "clean" version of the ordinance, addressing urban farms only, is also provided.

City Manager's Note: During the past two weeks (between First and Second Reading), staff has learned that "ten (10) chickens per acre" as written in the ordinance, is not enough birds to provide eggs for commercial sale at an urban farm; apparently, this will take about thirty (30) birds per acre. We are looking at the "chicken manure" issue, which would be collected and used for fertilizer at the urban farm. One concern expressed was to make sure that no chicken manure could get into Frazier Creek and cause higher nutrient levels. We continue to work that issue.

At the same time, we have become aware that some of the folks who still want "backyard chickens" are probably going to appear at the Second Reading of this ordinance.

Funding Source:

N/A

Recommended Action:

Approve Ordinance No. 2309-2015 on Second Reading

Note: Item was approved by the Commission on first reading on August 10, 2015.

ATTACHMENTS:

Description	Upload Date	Type
▣ Ordinance No. 2309-2015	8/12/2015	Ordinance
▣ chicken poll	5/5/2015	Backup Material
▣ Ordinance No. 2309-2015 Marked up version	8/4/2015	Backup Material
▣ Sabastian-Indian River County Background	5/4/2015	Backup Material
▣ LPA Minutes	8/4/2015	Backup Material
▣ Urban Agriculture Ord 2013	8/4/2015	Backup Material

- ▣ Backyard Chickens for Begginers
- ▣ News Paper Articles

5/4/2015

5/5/2015

Backup Material

Backup Material

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NO. 2309-2015

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING SECTION 8-2(b) IN THE STUART CODE OF ORDINANCES TO PROVIDE FOR THE ALLOWANCE OF CHICKENS IN URBAN FARMS; AMENDING SECTION 2.06.00 OF THE STUART LAND DEVELOPMENT CODE, SUPPLEMENTAL USE STANDARDS FOR URBAN AGRICULTURE, TO PROVIDE FOR THE ALLOWANCE OF CHICKENS IN URBAN FARMS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Code of Ordinances currently prohibits the keeping of fowl within the city limits; and

WHEREAS, the City Commission recognizes there has been a nationwide movement towards sustainable, local food production which aims to foster a greater sense of community, to educate children about food origins and production, and to reduce energy and transportation costs and environmental concerns associated with modern farming; and

WHEREAS, the Stuart Local Planning Agency duly scheduled, advertised and held a public hearing on May 21, 2015, to consider an ordinance to allow the keeping and raising of chickens under certain conditions; and

WHEREAS, the City Commission desires to amend the City Code to set forth regulations which will be applicable to the keeping of chickens within the city limits so as to protect the public health, safety, and welfare.

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

SECTION 1: AMENDMENTS TO SECTION 8-2(b) OF THE STUART CODE OF ORDINANCES

Sec. 8-2. - Livestock prohibited.

- (a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Livestock means any horse, mule, pony, fowl, jackass, cow, bull, steer, goat, sheep, pig, hog, or other domestic animal not customarily kept as a household pet.

- (b) It shall be unlawful for any person to keep livestock in the city or to allow livestock to run at large within the city with the exception of domestic chickens (*Gallus domesticus*) being kept, harbored, raised, or maintained as accessory to a permitted urban farm subject to the restrictions contained in Section 2.06.09 of the Stuart Land Development Code.

Sec. 2.06.09 Urban agriculture

C. Development standards

12. Pursuant to Chapter 8, Article I of the Code of Ordinances, livestock shall be prohibited, with the exception of domestic chickens (*Gallus domesticus*) being kept, harbored, raised, or maintained as accessory to an urban farm, subject to the following restrictions:
- a. No more than ten (10) chickens per acre may be kept on an urban farm, with roosters prohibited;
 - b. The chickens shall be provided with a covered enclosure (i.e. "henhouse/coop") and must be kept in the covered enclosure or a fully enclosed run at all times. Chickens must be secured within the henhouse/coop during non-daylight hours;
 - c. Covered enclosures and fully enclosed runs must meet the standards of permitted structures included in Section 2.06.09.C.4, and shall not be placed within ten (10) feet to any property line of an adjacent property or twenty-five (25) feet of any adjacent residential structure;
 - d. The space per bird in the henhouse/coop shall not be less than four (4) square feet per bird, and the space per bird in the fully enclosed run shall not be less than ten (10) square feet per bird;
 - e. Odors from chickens, chicken manure, or other chicken related substances shall not be detectable at the property boundaries. Enclosures shall be adequately ventilated, kept in neat condition, including provision of clean, dry bedding materials and regular removal of waste materials. All manure not used for composting or fertilizing shall be removed promptly, and shall not be allowed to accumulate and cause a hazard or nuisance to the health, welfare, or safety of humans or animals;
 - f. All enclosures for the keeping of chickens shall be so constructed and maintained as to prevent rodents or other pests from being harbored underneath, within, or within the walls of the enclosure. The henhouse/coop must be impenetrable ~~rmeable~~ to rodents, wild birds, and predators, including dogs and cats;
 - g. All feed and other items associated with the keeping of chickens that are likely to attract or to become infested with or infected by rodents or other pests shall be kept in secure

containers or otherwise protected so as to prevent rodents and other pests from gaining access to or coming into contact with them;

- h. No dog or cat that kills a chicken will, for that reason alone, be considered a dangerous or aggressive animal;
- i. Sales of eggs shall be conducted in accordance with Section 2.06.09.C.11., and all applicable state and federal regulations; and
- j. Humane harvesting of chickens is permitted by trained personnel, according to all applicable state and federal regulations.

~~k. The provisions related to the keeping of chickens shall sunset on December 31, 2017, and be of no further force or effect, unless the city commission re-adopts this section by ordinance. Any permit issued pursuant to this section shall automatically expire on the sunset date, unless the permit has expired sooner or been revoked, or the ordinance is re-adopted.~~

SECTION 2: All ordinances or parts of ordinances herewith are hereby repealed to the extent of such conflict.

SECTION 3: If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 4: The provisions of Section 1. of this ordinance shall be codified.

SECTION 5: This ordinance shall take effect upon adoption.

PASSED on First Reading this 10th day of August, 2015.

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:

	YES	NO	ABSENT	ABSTAIN
KELLI GLASS-LEIGHTON, MAYOR				
JEFFREY KRAUSKOPF, VICE MAYOR				
THOMAS CAMPENNI, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				
EULA CLARKE, COMMISSIONER				

Ordinance No. 2309-2015
Chickens

ADOPTED on Second Reading this 24th day of August, 2015.

ATTEST:

CHERYL WHITE
CITY CLERK

KELLI GLASS-LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

A A A

23
SHARES

The city of Stuart could become the first Treasure Coast municipality to allow backyard chickens within city limits.

SHARE ARTICLE



RELATED

Chickens could be coming to Stuart backyards

POLL |

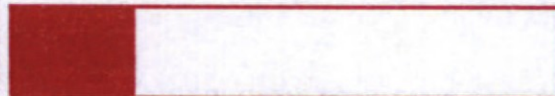
Should municipalities allow residents to raise chickens in their backyards?

Yes



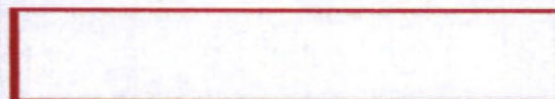
75% (496)

No



23% (152)

I don't know



2% (13)

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NO. 2309-2015

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING SECTION 8-2(b) IN THE STUART CODE OF ORDINANCES TO PROVIDE FOR THE ALLOWANCE OF CHICKENS IN URBAN FARMSBACKYARDS; AMENDING SECTION 2.06.00 OF THE STUART LAND DEVELOPMENT CODE, SUPPLEMENTAL USE STANDARDS FOR URBAN AGRICULTURE, TO PROVIDE FOR THE ALLOWANCE OF CHICKENS IN COMMUNITY GARDENS AND URBAN FARMS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Code of Ordinances currently prohibits the keeping of fowl within the city limits; and

WHEREAS, the City Commission recognizes there has been a nationwide movement towards sustainable, local food production which aims to foster a greater sense of community, to educate children about food origins and production, and to reduce energy and transportation costs and environmental concerns associated with modern farming; and

WHEREAS, the Stuart Local Planning Agency duly scheduled, advertised and held a public hearing on May 21, 2015, to consider an ordinance to allow the keeping and raising of chickens under certain conditions; and

WHEREAS, the City Commission desires to amend the City Code to set forth regulations which will be applicable to the keeping of chickens within the city limits so as to protect the public health, safety, and welfare.

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

SECTION 1: AMENDMENTS TO SECTION 8-2(b) OF THE STUART CODE OF ORDINANCES

Sec. 8-2. - Livestock prohibited.

- (a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Livestock means any horse, mule, pony, fowl, jackass, cow, bull, steer, goat, sheep, pig, hog, or other domestic animal not customarily kept as a household pet.

- (b) It shall be unlawful for any person to keep livestock in the city or to allow livestock to run at large within the city with the exception of domestic chickens (*Gallus domesticus*) being kept, harbored, raised, or maintained as accessory to a permitted urban farm subject to the restrictions contained in Section 2.06.09 of the Stuart Land Development Code. ~~residential single family detached structure, subject to the following restrictions:~~

- ~~(1) No more than four (4) chickens may be kept, with roosters prohibited;~~
- ~~(2) No person shall harvest any chickens;~~
- ~~(3) The chickens shall be provided with a covered enclosure (i.e. "henhouse/coop") and must be kept in the covered enclosure or a fully enclosed run at all times. Chickens must be secured within the henhouse/coop during non-daylight hours;~~
- ~~(4) The space per bird in the henhouse/coop shall not be less than four (4) square feet per bird, and the henhouse/coop shall be no taller than six (6) feet in height, measured from the natural grade. The space per bird in the fully enclosed run shall not be less than ten (10) square feet per bird, and the fully enclosed run shall not be taller than six (6) feet in height, measured from natural grade;~~
- ~~(5) No covered enclosure or fully enclosed run shall be located in the front yard, nor shall the henhouse/coop be closer than ten (10) feet to any property line of an adjacent property, nor within twenty five (25) feet of any adjacent residential structure.~~
- ~~(6) Odors from chickens, chicken manure, or other chicken related substances shall not be detectable at the property boundaries. Enclosures shall be adequately ventilated, kept in neat condition, including provision of clean, dry bedding materials and regular removal of waste materials. All manure not used for composting or fertilizing shall be removed promptly, and shall not be allowed to accumulate and cause a hazard or nuisance to the health, welfare, or safety of humans or animals;~~
- ~~(7) All enclosures for the keeping of chickens shall be so constructed and maintained as to prevent rodents or other pests from being harbored underneath, within, or within the walls of the enclosure. The henhouse/coop must be impermeable to rodents, wild birds, and predators, including dogs and cats;~~
- ~~(8) All feed and other items associated with the keeping of chickens that are likely to attract or to become infested with or infected by rodents or other pests shall be kept in secure containers or otherwise protected so as to prevent rodents and other pests from gaining access to or coming into contact with them;~~
- ~~(9) The sale of eggs or any other chicken products generated in the City of Stuart is prohibited;~~
- ~~(10) Chickens shall not be kept at residential property with a townhome, duplex, condominium, apartment, multi-family residential unit, or within manufactured/mobile home parks. This~~

ordinance does not authorize persons to violate applicable restrictive covenants and homeowners' association rules and regulations;

(11) No dog or cat that kills a chicken will, for that reason alone, be considered a dangerous or aggressive animal;

(12) No person shall purposefully release chickens with the intent of abandonment;

(13) Residents must apply for and receive a permit from the city development department. The city development director shall establish a reasonable fee to cover the cost of processing the initial application and renewals. The city may conduct site inspections of the subject property to make compliance determinations under this Ordinance prior and after issuance of a permit. Permits shall expire one year from the date of issuance, unless renewed by the application of the permittee and approved by the city development director; and

(14) This section shall sunset on December 31, 2017, and be of no further force or effect, unless the city commission re-adopts this section by ordinance. Any permit issued pursuant to this section shall automatically expire on the sunset date, unless the permit has expired sooner or been revoked, or the ordinance is re-adopted.

Sec. 2.06.09 Urban agriculture

C. Development standards

12. Pursuant to Chapter 8, Article I of the Code of Ordinances, livestock shall be prohibited, with the exception of domestic chickens (*Gallus domesticus*) being kept, harbored, raised, or maintained as accessory to a community garden or an urban farm, subject to the following restrictions in Section 8-2(b) of the Code of Ordinances, with the following exceptions:

- a. No more than ten (10) chickens per acre may be kept on an urban farm ~~four (4) chickens may be kept with a community garden and no more than~~, with roosters prohibited;
- b. The chickens shall be provided with a covered enclosure (i.e. "henhouse/coop") and must be kept in the covered enclosure or a fully enclosed run at all times. Chickens must be secured within the henhouse/coop during non-daylight hours;
- c. Covered enclosures and fully enclosed runs must meet the standards of permitted structures included in Section 2.06.09.C.4, and shall not be placed within ten (10) feet to any property line of an adjacent property or twenty-five (25) feet of any adjacent residential structure;
- d. The space per bird in the henhouse/coop shall not be less than four (4) square feet per bird, and the space per bird in the fully enclosed run shall not be less than ten (10) square feet per bird;
- e. Odors from chickens, chicken manure, or other chicken related substances shall not be detectable at the property boundaries. Enclosures shall be adequately ventilated, kept

in neat condition, including provision of clean, dry bedding materials and regular removal of waste materials. All manure not used for composting or fertilizing shall be removed promptly, and shall not be allowed to accumulate and cause a hazard or nuisance to the health, welfare, or safety of humans or animals;

- f. All enclosures for the keeping of chickens shall be so constructed and maintained as to prevent rodents or other pests from being harbored underneath, within, or within the walls of the enclosure. The henhouse/coop must be impermeable to rodents, wild birds, and predators, including dogs and cats;
- g. All feed and other items associated with the keeping of chickens that are likely to attract or to become infested with or infected by rodents or other pests shall be kept in secure containers or otherwise protected so as to prevent rodents and other pests from gaining access to or coming into contact with them;
- h. No dog or cat that kills a chicken will, for that reason alone, be considered a dangerous or aggressive animal;
- i. Sales of eggs shall be conducted in accordance with Section 2.06.09.C.11., and all applicable state and federal regulations; and
- j. Humane harvesting of chickens is permitted by trained personnel, according to all applicable state and federal regulations.
- k. The provisions related to the keeping of chickens shall sunset on December 31, 2017, and be of no further force or effect, unless the city commission re-adopts this section by ordinance. Any permit issued pursuant to this section shall automatically expire on the sunset date, unless the permit has expired sooner or been revoked, or the ordinance is re-adopted.

SECTION 2: All ordinances or parts of ordinances herewith are hereby repealed to the extent of such conflict.

SECTION 3: If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 4: The provisions of Section 1. of this ordinance shall be codified.

SECTION 5: This ordinance shall take effect upon adoption.

PASSED on First Reading this 10th day of August, 2015.

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:

Ordinance No. 2309-2015
Chickens

	YES	NO	ABSENT	ABSTAIN
KELLI GLASS-LEIGHTON, MAYOR				
JEFFREY KRAUSKOPF, VICE MAYOR				
THOMAS CAMPENNI, COMMISSIONER				
TROY MCDONALD, COMMISSIONER				
EULA CLARKE, COMMISSIONER				

ADOPTED on Second Reading this 24th day of August, 2015.

ATTEST:

CHERYL WHITE
CITY CLERK

KELLI GLASS-LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NO. 2309-2015

AN ORDINANCE OF THE CITY OF STUART, FLORIDA, AMENDING SECTION 8-2(b) IN THE STUART CODE OF ORDINANCES TO PROVIDE FOR THE ALLOWANCE OF CHICKENS IN URBAN FARMS; AMENDING SECTION 2.06.00 OF THE STUART LAND DEVELOPMENT CODE, SUPPLEMENTAL USE STANDARDS FOR URBAN AGRICULTURE, TO PROVIDE FOR THE ALLOWANCE OF CHICKENS IN URBAN FARMS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Code of Ordinances currently prohibits the keeping of fowl within the city limits; and

WHEREAS, the City Commission recognizes there has been a nationwide movement towards sustainable, local food production which aims to foster a greater sense of community, to educate children about food origins and production, and to reduce energy and transportation costs and environmental concerns associated with modern farming; and

WHEREAS, the Stuart Local Planning Agency duly scheduled, advertised and held a public hearing on May 21, 2015, to consider an ordinance to allow the keeping and raising of chickens under certain conditions; and

WHEREAS, the City Commission desires to amend the City Code to set forth regulations which will be applicable to the keeping of chickens within the city limits so as to protect the public health, safety, and welfare.

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

SECTION 1: AMENDMENTS TO SECTION 8-2(b) OF THE STUART CODE OF ORDINANCES

Sec. 8-2. - Livestock prohibited.

- (a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Livestock means any horse, mule, pony, fowl, jackass, cow, bull, steer, goat, sheep, pig, hog, or other domestic animal not customarily kept as a household pet.

- (b) It shall be unlawful for any person to keep livestock in the city or to allow livestock to run at large within the city with the exception of domestic chickens (*Gallus domesticus*) being kept, harbored, raised, or maintained as accessory to a permitted urban farm subject to the restrictions contained in Section 2.06.09 of the Stuart Land Development Code.

Sec. 2.06.09 Urban agriculture

C. Development standards

12. Pursuant to Chapter 8, Article I of the Code of Ordinances, livestock shall be prohibited, with the exception of domestic chickens (*Gallus domesticus*) being kept, harbored, raised, or maintained as accessory to an urban farm, subject to the following restrictions:

- a. No more than thirty (30) chickens per acre may be kept on an urban farm, with roosters prohibited;
- b. The chickens shall be provided with a covered enclosure (i.e. "henhouse/coop") and must be kept in the covered enclosure or a fully enclosed run at all times. Chickens must be secured within the henhouse/coop during non-daylight hours;
- c. Covered enclosures and fully enclosed runs must meet the standards of permitted structures included in Section 2.06.09.C.4, and shall not be placed within ten (10) feet to any property line of an adjacent property or twenty-five (25) feet of any adjacent residential structure;
- d. The space per bird in the henhouse/coop shall not be less than four (4) square feet per bird, and the space per bird in the fully enclosed run shall not be less than ten (10) square feet per bird;
- e. Odors from chickens, chicken manure, or other chicken related substances shall not be detectable at the property boundaries. Enclosures shall be adequately ventilated, kept in neat condition, including provision of clean, dry bedding materials and regular removal of waste materials. All manure not used for composting or fertilizing shall be removed promptly, and shall not be allowed to accumulate and cause a hazard or nuisance to the health, welfare, or safety of humans or animals;
- f. All enclosures for the keeping of chickens shall be so constructed and maintained as to prevent rodents or other pests from being harbored underneath, within, or within the walls of the enclosure. The henhouse/coop must be impenetrable to rodents, wild birds, and predators, including dogs and cats;
- g. All feed and other items associated with the keeping of chickens that are likely to attract or to become infested with or infected by rodents or other pests shall be kept in secure

containers or otherwise protected so as to prevent rodents and other pests from gaining access to or coming into contact with them;

- h. No dog or cat that kills a chicken will, for that reason alone, be considered a dangerous or aggressive animal;
- i. Sales of eggs shall be conducted in accordance with Section 2.06.09.C.11., and all applicable state and federal regulations; and
- j. Humane harvesting of chickens is permitted by trained personnel, according to all applicable state and federal regulations.

SECTION 2: All ordinances or parts of ordinances herewith are hereby repealed to the extent of such conflict.

SECTION 3: If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 4: The provisions of Section 1. of this ordinance shall be codified.

SECTION 5: This ordinance shall take effect upon adoption.

PASSED on First Reading this 10th day of August, 2015.

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

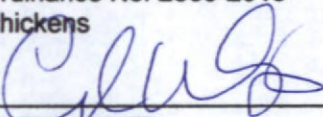
	YES	NO	ABSENT	ABSTAIN
KELLI GLASS-LEIGHTON, MAYOR			X	
JEFFREY KRAUSKOPF, VICE MAYOR	X			
THOMAS CAMPENNI, COMMISSIONER	X			
TROY MCDONALD, COMMISSIONER	X			
EULA CLARKE, COMMISSIONER	X			

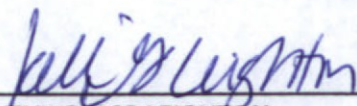
ADOPTED on Second Reading this 24th day of August, 2015.

ATTEST:

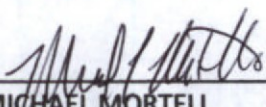
Ordinance No. 2309-2015

Chickens


CHERYL WHITE
CITY CLERK


KELLI GLASS-LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL MORTELL
CITY ATTORNEY



White, Cherie

From: White, Cherie
Sent: Thursday, September 10, 2015 4:13 PM
To: ord@municode.com
Subject: Ord 2309-2015 to Codify
Attachments: 2309-2015_Chickens_in_Urban_Farms.docx




City of Stuart

Cherie White, MMC, City Clerk



Proud member of IIMC

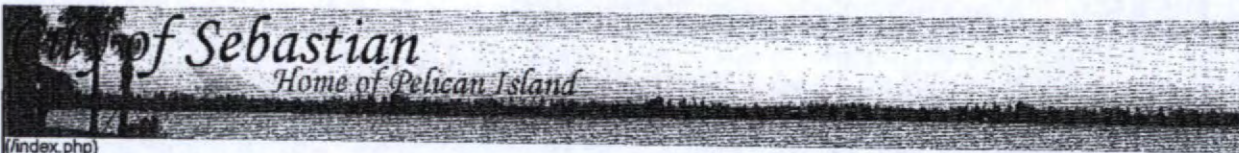
 772-288-5306

People don't care about how much you know until they find out about how much you care.

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(/index.php)

Local Info & Notices

IRS-Impersonation Telephone Scam

An aggressive and sophisticated phone scam targeting taxpayers, including recent immigrants, has been making the rounds throughout the country. Callers claim to be employees of the IRS, but are not. These con artists can sound convincing when they call. They use fake names and bogus IRS identification badge numbers. They may know a lot about their targets, and they usually alter the caller ID to make it look like the IRS is calling.

Victims are told they owe money to the IRS and it must be paid promptly through a pre-loaded debit card or wire transfer. If the victim refuses to cooperate, they are then threatened with arrest, deportation or suspension of a business or driver's license. In many cases, the caller becomes hostile and insulting.

Or, victims may be told they have a refund due to try to trick them into sharing private information.

If the phone isn't answered, the scammers often leave an "urgent" callback request.

Note that the IRS will never: 1) call to demand immediate payment, nor will the agency call about taxes owed without first having mailed you a bill; 2) demand that you pay taxes without giving you the opportunity to question or appeal the amount they say you owe; 3) require you to use a specific payment method for your taxes, such as a prepaid debit card; 4) ask for credit or debit card numbers over the phone; or 5) threaten to bring in local police or other law-enforcement groups to have you arrested for not paying.

For more details on this ongoing scam, see: <http://www.irs.gov/uac/Tax-Scams-Consumer-Alerts> (<http://www.irs.gov/uac/Tax-Scams-Consumer-Alerts>)



Information on dogs, cats and livestock within the city limits of Sebastian



- Dogs must be kept on a leash not more than six (6) feet in length when walked. A leash may be a cord, rope, or chain which holds an animal under restraint. (Indian River County Ordinance Sec. 302.02 A.19; Florida Statute 943.10)
- It is a law that feces must be promptly removed from public walks, rights-of-way, park or recreation areas or other public property, or from private property not belonging to the owner of the pet. (Indian River County Ordinance Sec. 302.05 (A)(3)(a))
- The City of Sebastian does allow no more than two (2) fowl may be kept on a single lot. (Fowl means all types of chickens, ducks, turkeys or similar birds.) The city does not allow for the keeping of pigeons. (City of Sebastian Ordinance Sec. 18-29)
- It shall be unlawful for any person to keep, maintain, pen or feed livestock or nondomesticated animals within the city. The exception to this is that one pure-bred potbellied pig may be kept, maintained, penned or fed at a residence which is utilized primarily as a residence by at least one person. (City of Sebastian Ordinance Sec. 18-31 (a), (b))
- Information pertaining to the rules of animals can be found in the City of Sebastian Code of Ordinances Section 18 and the Indian River County Code of Ordinances Section 302.

On June 9, 2010, the Sebastian City Council enacted Ordinance
O-10-03 relating to Pain Clinics and Pain Management Clinics.

PDF Copy of Courtesy Notice Relating To Pain Clinics or Pain Management Clinics
(http://public.cityofsebastian.com/PDFs/PAIN_CLINIC_COURTESY_NOTICE.pdf)

Link to Ordinance in Public Records (<http://public.cityofsebastian.com/WEBLINK8/DocView.aspx?id=74764>)

Go to top (</public-information/local-info-a-notices#top>)

- **ARTICLE II. - LIVESTOCK**

- **Sec. 18-26. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Dangerous animal or reptile means any wild or feral mammal or reptile which by its nature or breeding has the capability of inflicting serious bodily injury to humans.

Fowl means all types of ~~chickens~~, ducks, turkeys or similar birds.

Livestock means all animals of the equine, bovine or swine class, including goats, sheep, mules, horses, hogs, cattle and other grazing animals.

Nondomesticated animal means any animal other than livestock, fowl or any dog, cat, bird or similar animal.

(Code 1980, § 5-2(a); Ord. No. O-93-14, § 1, 1-26-94)

Cross reference— Definitions and rules of construction generally, § 1-2.

- **Sec. 18-27. - Animal enclosure.**

All pens, cages, coops, lofts or enclosures wherein animals, fowl or birds are kept shall be securely built and maintained, adequate in size for the kind and number of animals, fowl or birds contained therein and maintained in a sanitary condition; such enclosures shall be cleaned and maintained so as to not become offensive to residents or businesses adjacent thereto. The keeping of enclosures under conditions allowing the breeding of flies is specifically prohibited.

(Ord. No. O-93-14, § 1, 1-26-94)

- **Sec. 18-28. - Pens, coops, etc. for small animals.**

(a)

Any person keeping small animals, including but not limited to rabbits, guinea pigs, rats, mice and gerbils shall keep such animals in a pen, cage or enclosure meeting the requirements of section 18-27. When more than two but less than ten such animals are kept, such pen, cage or enclosure shall be at least 20 feet from any adjacent property line. In no event shall the total number of such animals be kept or maintained at any residence or property exceed ten.

(b)

Small animals kept in or by a duly licensed or established shelter, veterinary clinic, pet store, zoo or educational or institutional research facility are exempt from the provisions of this section.

(Ord. No. O-93-14, § 1, 1-26-94)

- **Sec. 18-29. - Keeping of fowl.**

(a)

Any person keeping fowl shall keep them in a pen, coop or enclosure meeting the requirements of section 18-27 of this article. No more than two such fowl may be kept on any single lot.

(b)

Fowl kept in or by a duly licensed or established shelter, veterinary clinic, pet store, zoo or educational or institutional research facility are exempt from the provisions of this section.

(Ord. No. O-93-14, § 1, 1-26-94)

- **Sec. 18-30. - Keeping of pigeons prohibited.**

It shall be unlawful for any person to keep or harbor pigeons within the city.

(Ord. No. O-93-14, § 1, 1-26-94)

- **Sec. 18-31. - Keeping of livestock prohibited.**

(a)

It shall be unlawful for any person to keep, maintain, pen or feed livestock or nondomesticated animals within the city.

(b)

Notwithstanding the provisions of subsection 18-31(a), if the following conditions of this subsection are continuously met at all times, one pure-bred pot-bellied pig (hereinafter "the pig") may be kept, maintained, penned or fed at a residence which is utilized primarily as a residence by at least one person:

(1)

The pig shall be maintained or kept within the interior of the primary structure or dwelling located on the residential property for at least ten hours during each calendar day;

(2)

The area outside of the residential structure or dwelling where the pig is, from time to time, maintained, kept, penned or fed shall be enclosed by a fence having a height of not less than four feet;

(3)

At least annually the pig shall be vaccinated for pseudorabies;

(4)

At least annually, the pig shall be tested by a licensed veterinarian for brucellosis and pseudorabies;

(5)

The pig shall not be infected with brucellosis or pseudorabies;

(6)

The pig shall not be used in any commercial venture; it shall be kept and maintained solely as a pet for personal pleasure.

(c)

Livestock or nondomesticated animals kept in or by a duly licensed animal shelter, veterinary clinic, pet store, zoo, educational or institutional research facility are exempt from the provisions of this section.

(Code 1980, § 5-2; Ord. No. O-93-14, § 1, 1-26-94)

- **Sec. 18-32. - Dangerous animals or reptiles.**

(a)

It shall be unlawful for any person to keep, raise, harbor, use, possess or have on his premises or under his control or attempted control any dangerous animals within the city.

(b)

Dangerous animals kept in or by a duly licensed or established shelter, veterinary clinic, pet store, zoo, or educational or institutional research facility are exempt from the provisions of this section.

(c)

In addition, it shall be unlawful for any person to keep, raise, harbor, use, possess or have under his control or attempted control any animals commonly known as ratites, which include, but are not limited to ostrich, rhea, emu and cassowary.

'Urban chicken movement' is sweeping Indian River County

BY: BY STEPHANIE LABAFF THE NEWSWEEKLY

POSTED: 11:00 PM, Jul 16, 2013

TAG: vero beach newsweekly (/topic/vero+beach+newsweekly)

If you look into your neighbors backyard and see chickens running around, don't worry you haven't been sucked into a Chicken Little cartoon.

A grassroots "urban chicken movement" is sweeping the nation and Indian River County. More and more people are raising their own chickens for meat, eggs and companionship.

Poultry lovers cite a variety of reasons for raising their own chickens. With the downturn in the economy, many families are looking for ways to cut costs and live more efficiently while leaving a smaller carbon footprint.

Many point out that by raising their own poultry they can cut down on traffic emissions when transporting the eggs and meat from poultry farms and use the chicken manure to help fertilize their gardens.

Three hens can be kept on residential property under Indian River County zoning codes, provided it is not prohibited by the homeowner's association bylaws where you live.

Cockerels are not allowed in any residential areas; after all, who wants to be awoken by the cock-a-doodle-doo of your neighbors rooster as it welcomes the sun rise.

The City of Vero Beach zoning code Section 14-2 states the "keeping and maintenance of livestock and grazing animals and fowl is prohibited" within the city limits.

Each month the Trading Post Feed & Pet store receives a new shipment of chicks. Recently, those chicks are disappearing as quickly as they arrive. "People are buying them all up and we run out right away," explained a store clerk.

The store used to only get chicks in the spring according to one local chicken enthusiast. "Now they are getting them all the time but you have to be there as soon as they come in or you will miss out. One month, a lady bought them all up before anyone else had a chance." Local resident George Wadsworth recently tried his hand at raising chickens. "I went to Taiwan and couldn't believe how amazing the eggs were." His reasons for growing his own eggs were based on the desire for quality ingredients in his culinary endeavors, healthier products and the financial efficiency of producing his own eggs.

Wadsworth purchased four chicks locally and raised them in a pen on some rural property.

"It was really fun raising them," recalls Wadsworth. "It gave me a sense of satisfaction like growing a garden but more so because these living things had personalities." Just as the chickens were ready to start laying eggs, he found out how important it is to make a secure coop.

A predator found a way in and killed all four chickens. Wadsworth's friend, Trevor Wild, wasn't deterred by this setback. He is reinforcing the coop and will try again using a different breed this time.

Longtime resident David Busch and new proprietor of Chelsea's on Cardinal, has been raising his own chickens for years. "I have always been obsessed with birds. I started raising my own chickens as a child," recalled Busch. "Chickens are special because they can provide you with food." As an adult, Busch still raises his own chickens but his reasoning is based on his desire to "know where my food comes from. I want to know how the animal was treated and what kind of food it was fed." Busch raises his chickens on acreage owned by his family. They have free range on the property and Busch claims that you can tell the difference between the eggs from a chicken that has been allowed to scratch and eat bugs in a natural environment.

Taking his passion for poultry one step further, Busch incubates his own eggs or gets them from breeders and hatches them himself. "It's part of the fun to hatch them myself. I feel like the chicks are happier and healthier that way." As much as Busch loves his chickens, he recommends that beginners research how to start their own brood

thoroughly, "It's a labor of love, but can be messy." Before purchasing your chickens, be sure to confirm that you are able to raise chickens where you live.

Next, you will need to research the different types of breeds, keeping in mind whether you want egg-layers or chickens for their meat. The Buff Orpington breed is often recommended for beginners and comes in both large and bantam sizes.

Other popular layers are the Rhode Island Reds or Barred Plymouth Rocks. These breeds are both meat and laying birds and have mild temperaments.

As the poultry industry grew and chickens were no longer found in every backyard, many breeds began to dwindle in number almost to the point of extinction. In order to combat the decline in chicken breeds, the American Livestock Breeds Conservancy deemed certain breeds as "Heritage Chickens." These breeds can be ordered through specialty venues for those with an interest in helping to bring back chickens from an earlier era.

No matter what breed you settle on, before you bring home your chickens you must build a secure coop. There are many styles and designs. Be sure to get proper permitting when adding any structure to your property and consult a coop construction resource to be sure it is sturdy with everything your chickens will need.

If you would like to learn more about raising chickens, "Keeping Chickens" by Jeremy Hobson is a popular resource for beginners and the Funky Chicken Farm in Melbourne offers a workshop on "Raising Backyard Poultry."

MINUTES

LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD MEETING
MAY 21, 2015 AT 5:30 PM
CITY COMMISSION CHAMBERS
121 S.W. FLAGLER AVE.
STUART, FLORIDA 34994

LOCAL PLANNING AGENCY/PLANNING ADVISORY BOARD MEMBERS


Chair - Ryan Strom
Vice Chair - Susan O'Rourke
Board Member - Larry Massing
Board Member - Faye James
Board Member - Li Roberts
Board Member - Bill Mathers
Board Member - John Leighton
Ex Officio - Garret Grabowski

ADMINISTRATIVE

Development Director, Terry O'Neil
Board Secretary, Michelle Vicat

CALL TO ORDER

ROLL CALL


 5:33 PM Roll Call

Present: Ryan Strom, Li Roberts, William Mathers, Faye James.

Absent: Susan O'Rourke, Larry Massing, John Leighton.

APPROVAL OF MINUTES

Approval of Minutes

 5:36 PM **Motion:** Approve minutes **Action:** Approve, **Moved by** Li Roberts, **Seconded by** William Mathers


Motion passed unanimously.


COMMENTS FROM THE PUBLIC (5 min. max)

COMMENTS FROM THE BOARD MEMBERS

OTHER MATTERS BEFORE THE BOARD


1. Ordinance Number 2308- 2015: an ordinance of the City of Stuart, Florida amending Chapter 2 "Supplemental Use Standards" of the City's Land Development Code thereby providing that approval of any gasoline or other motor fuel stations on certain commercially zoned properties fronting the west side of U.S. Highway 1 and a portion of Palm City Road, located approximately between State Road 76 and Frasier Creek, shall be subject to "Major Conditional Use Approval" as set forth in Chapter 11 of the City's Land Development Code; providing for an effective date, a conflict clause, a severability clause and for other purposes. *(request item be continued to June 18, 2015)*

 5:34 PM

 5:34 PM Motion: Moved to continue the Ordinance to June 18, 2015, Action: Approve, Moved by Faye James, Seconded by Bill Mathers.


Motion passed unanimously.

2. Ordinance No. 2309-2015: an ordinance of the City of Stuart, Florida amending Section 8-2(b) in the Stuart Code of Ordinances to provide for the allowance of chickens in backyards; amending Section 2.06.00 of the Stuart Land Development Code, Supplemental Use Standards for Urban Agriculture, to provide for the allowance of chickens in community gardens and urban farms; providing for repeal of conflicting ordinances; providing for severability; providing for codification; and providing for an effective date

 5:36 PM

Terry O'Neil gave an overview of the ordinance and read a statement from John Leighton, an LPA board member who could not attend the meeting asking the board not to approve the ordinance.

Carly Aubrey, City Consultant said that she spoke to the Ground Floor Farm company and thought they should amend paragraph 3 and add language that involved adding a fenced-in covered run area.

 5:50 PM


PUBLIC COMMENT:

Michael Meyer of Ground Floor Farm said he is an urban farmer and has experience keeping chickens and he can personally attest that risks for disease and odors are minimal and it's unlikely that this should cause any serious concern. He suggested an attached enclosed run for the chickens with roof material over it. He said chickens only produce eggs for a few years and live long lives so he thought the "no slaughter" might need to be reconsidered.

Jackie Vitale of the Ground Floor Farm said she wanted to respond the John Leighton's letter and thought the concern about disease and odor is minimal, the part that chickens attract roosters is unlikely and the comment that the neighbors would have no recourse was not a proper weighing of the benefits of backyard chickens.

Christine Kelly, Agricultural Agent from Indian River County said someone called her office and thought they should use the term harvest instead of slaughter and said she would be happy to answer any questions the board might have.

BOARD COMMENT:

 5:53 PM

Li Roberts said she did some research and found there were many places with ordinances that allow chickens, she was in favor of this and her mother kept chickens and asked Carly Aubrey about odors on property lines.

Carly Aubrey said that the ordinance keeps them away from property lines and residences to keep the odor at bay and people would have to clean up after them.

Li Roberts said there was an ordinance in Ocala or Gainesville where the language is more explicit, she said as far as Community Gardens and chickens she isn't sure anyone would be there to look after them but backyard and Urban Farm is fine with her. She suggested keeping the prohibition for slaughter but perhaps allow Urban Farms to slaughter and she saw nothing addressed about hurricanes and she likes the added language about the runs and enclosures.

Carly said she would look into the hurricane aspect.

Faye James said she was concerned about having chickens in her neighborhood but liked them in urban farms.

Bill Mathers said he had no problem with chickens in an urban farm but thought you would need a building permit for the structure.

Terry O'Neil said he spoke to the Building Official and they would be treated like backyard swings and not need a permit.

Bill Mathers said a coop of a certain size would need a building permit and if electrical is run they would need an electrical permit and asked who would enforce this.

Ryan Strom said he thought there were chickens that crow and asked if they could add non-crowing fowl.

Michael Meyer said there are breeds that tend to be more vocal but when hens are vocal is around egg laying time which is just a few yelps and didn't think restrictions on types of birds was necessary.

Ryan Strom said there would be an additional cost to enforce this and thought there should be a license fee and a tagging system in case chickens are let go.

Terry O'Neil said these are good questions, but this is a minimalist approach.

Ryan Strom thought they should start with urban farms then perhaps extend it into neighborhoods.

Li Roberts said one municipality put a 3 year trial period on their ordinance which she liked as well as a license fee, she liked 4 square feet in a coop, approved of the secure enclosed runs with ten square feet per chicken, she would like to tighten up the odor at the property line, add maybe a 2 year trial period, annual registration on the activity and allow appropriate humane slaughter in an urban farm.

Carly Aubrey said they could do something like that.

Li Roberts asked Christine Kelly about the diseases that John Leighton mentioned in his letter and asked if they are issues.

Christine Kelly said most are already vaccinated against the majority of those diseases and diseases usually occur in large production facilities.

Bill Mathers asked what would happen if someone started selling the chickens.

Christine Kelly said she wouldn't worry too much about that as chickens usually become more of a family pet as they are social creatures.


Terry O'Neil asked her if she knew how this was going in the City of Sebastian.

Christine Kelly said she hasn't had any complaints and thought it was a healthy, great thing to do.

Jackie Vitale said in other areas there has been fear but this actually brings people together and she thought that people really can handle backyard chickens and that it promotes self-sufficiency and better health.


Becky Bruner, a city resident said so many of her friends have chickens and they give her eggs and she is worried about this going underground and thought backyard chickens should be allowed.

Li Roberts agreed and thought this brought people together like the community gardens.

 6:26 PM **Motion:** Approve Ordinance No. 2309-2015 with the following changes, add language that talks about 10 square feet per chicken in a run including sides and top, the odor language gets cleaned up, remove community garden, use humane harvest instead of slaughter, have a trial period of two years, have a license for the activity and under 11D allow humane harvesting by urban farms only **Action:** Approve, **Moved by** Li Roberts, **Seconded by** Faye James passed 3/1 with Bill Mathers dissenting.

STAFF UPDATE

ADJOURNMENT

 **6:29 PM Motion: Action: Adjourn, Moved by William Mathers, Seconded by Li Roberts.**

Motion passed unanimously.

Ryan Strom, Chair

Michelle Vicat, Board Secretary

Vicat, Michelle

From: Vicat, Michelle
Sent: Monday, May 18, 2015 3:28 PM
To: 'John Leighton'
Subject: RE: LPA Agenda attached...

Thanks John, I will let the board members know and give them a copy of your email.

Terry O'Neil said "Why the no-show...are you chicken?"...in jest of course.

Have a great vacation!

Michelle Vicat

City of Stuart
Development Department
121 SW Flagler Ave.
Stuart, FL 34994
Phone: (772) 288-5375
Fax: (772) 288-5388
mvicat@ci.stuart.fl.us

From: John Leighton [<mailto:jsleightoniii@bellsouth.net>]
Sent: Monday, May 18, 2015 3:20 PM
To: Vicat, Michelle
Subject: RE: LPA Agenda attached...

Michele,

I will not be able to make the meeting this Thursday as my wife scheduled a vacation several months ago for the Memorial Day weekend.

That said, I am adamantly opposed to Ordinance No. 2309-2015, a.k.a, the "Chicken Ordinance". I would ask that the below statement be read at the LPA meeting and the attached PDF be distributed to staff and the LPA members.

I am very concerned that backyard chickens will attract disease carrying rodents, (rats, lice, ticks, fleas, roaches, etc.). to their coops as well as attract roosters which will become a dominate fixture running wild in our neighborhoods. In addition, noxious odors emanating from the coops will no doubt be a constant issue for neighbors which will have little to no recourse to affect change. In fact neighbors have NO recourse now with nuisance dogs and kennels. This I have witnessed firsthand, so I cannot imagine chickens and their related coops will be any different.

Finally, I have attached for the review of staff and my fellow board members a report by University of Florida researchers on "Common Poultry Diseases". As you can see, chickens and other poultry carry a wide variety of infectious diseases that not only could infect humans, but other household animals.

I believe the approval of the Ordinance is a very unwise and will certainly lead to litigation.

John Leighton

From: Vicat, Michelle [<mailto:mvicat@ci.stuart.fl.us>]
Sent: Thursday, May 14, 2015 2:43 PM

To: Vicat, Michelle
Subject: LPA Agenda attached...

Hard copies will be delivered tomorrow.

Michelle Vicat

City of Stuart
Development Department
121 SW Flagler Ave.
Stuart, FL 34994
Phone: (772) 288-5375
Fax: (772) 288-5388
mvicat@ci.stuart.fl.us

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Ordinance No. 2253-2013
Urban Agriculture

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

BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE No. 2253-2013

AN ORDINANCE OF THE CITY OF STUART, FLORIDA AMENDING THE STUART LAND DEVELOPMENT CODE PERMITTING URBAN FARMS AND COMMUNITY GARDENS BY AMENDING SECTIONS 2.02.00, 3.01.03.F.2, 3.02.05.A, 3.02.05.B, AND 3.02.05.C TO PROVIDE FOR THE INCLUSION OF URBAN AGRICULTURE IN THE ZONING USE TABLES; AMENDING SECTION 2.06.00 TO PROVIDE FOR SUPPLEMENTAL USE STANDARDS; AMENDING SECTION 6.01.13 TO PROVIDE FOR PARKING REQUIREMENTS; AMENDING CHAPTER 12 TO PROVIDE DEFINITIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, all residents of the City should have access to healthy food that is reasonable priced;
and

WHEREAS, urban agriculture can return underused urban spaces to being productive land uses;
and

WHEREAS, urban agriculture reduces the need for transportation, processing, packaging and refrigeration of food grown elsewhere and transported into the City; and

WHEREAS, urban agriculture offers opportunities for urban residents, especially children, to learn about the principles of environmental sustainability, ecology, biology, plants, and insects;

WHEREAS, the City has started promoting urban agriculture by establishing the Church Street community garden; and

WHEREAS, the City Commission, in seeking to regulate such land uses to protect neighborhoods, prevent nuisances, protect property values, protect the environment, and ensure the health and safety of the City's residents, has determined that this ordinance is in the best public interest.

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

SECTION 1: AMENDMENTS TO CHAPTER 2, 3, 6, AND 12

2.02.00 USES ALLOWED IN ZONING DISTRICTS

Sec. 2.02.02. TABLE 2

Residential and PUD Districts Uses	R-1A	R-1	R-2	R-3	R-M	RPUD ⁴	CPUD ⁵	MPUD ⁶
Bed & breakfast inns				P		A	A	A
Child care center (less than 5 acres) ¹				S	P	A	A	A
Church (less than 5 acres)			S	P		A	A	A
Church (more than 5 acres)				S		A	A	A
Community Centers			P	P		A	A	A
Community garden	P	P	P	P	P	A	A	A
Community residential home of 7- 14 residents				S		A	A	A
Day care center (less than 5 acres) ¹				S	P	A	A	A
Detached accessory dwelling unit	P	P	P	P		A		A
Duplex			P	P		A		A
Governmental buildings			P	P		A	A	A
Group home of six or fewer residents ²	P	P	P	P		A	A	A
Home Occupations	P	P	P	P		A	A	A
Kindergarten (less than 5 acres) ¹				S	P	A	A	A
Libraries			P	P		A	A	A
Mobile homes or shell houses								
Multi-family				P	P	A		A
Nursery school (less than 5 acres) ¹				S	P	A	A	A
Nursing homes				P		A	A	A
Operation of a residence as a family day care home ²	P	P	P	P	P	A	A	A
Parking lot adjacent to an existing non-residential use				S		A	A	A
Place of worship (less than 5 acres)				P		A	A	A
Place of worship (more than 5 acres)				S		A	A	A
Place of worship with ancillary structure (less than 5 acres)				P		A	A	A
Place of worship with ancillary structure (more than 5 acres)				S		A	A	A
Preschool learning center (less than 5 acres) ¹				S	P	A	A	A
Professional offices				P		A	A	A
Public facilities ³	P	P	P	P	P	A	A	A

Ordinance No. 2253-2013
Urban Agriculture

Residential and PUD Districts Uses	R-1A	R-1	R-2	R-3	R-M	RPUD ⁴	CPUD ⁵	MXPUD ⁶
Public parks ³	P	P	P	P	P	A	A	A
Public utilities ³	P	P	P	P	P	A	A	A
Residential units combined with non-residential uses				P		A	A	A
Rooming and boardinghouses				P		A	A	A
Schools – private, parochial, public, technical (less than 5 acres)				S		A	A	A
Single-family residence detached	P	P	P	P		A		A
Single-family residence with ancillary structure	P	P	P	P		A		A
Stealth Communication Facilities - In conjunction with uses other than single family or two-family residences, stealth telecommunications facilities which do not exceed 45 feet in height or which are constructed as part of an existing architectural feature or structure provided its total height does not exceed 120 percent of the height of the architectural feature or structure.				P		A	A	A
Stealth Communication Facilities - In conjunction with uses other than single family or two-family residences, stealth telecommunications facilities which exceed 45 feet in height.				S		A	A	A
Temple (less than 5 acres)				P		A	A	A
Temple (more than 5 acres)				S		A	A	A

Footnotes:

P - Use Permitted By Right

S - Use Permitted as a Special Exception through public hearing process

A - Allowed through city commission public hearing process

☐ - Prohibited

1 - Must be registered or licensed with the Florida Department of Children & Family Services.

2 - Group home meets the definition of a community residential home as defined in Chapter XII provided that such homes shall not be located within a radius of 1,000 feet of another existing such home and the sponsoring agency or department of health and rehabilitative services (HRS) notify the City at the time of home occupancy that the home is licensed by HRS.

3 - Public parks, public utilities and public facilities are allowed in all zoning districts.

4 - Residential uses not specifically set forth in any of the standard zoning categories but which are compatible and of like nature and quality to those residential uses allowed in R-1, R-2, or R-3 zoning classifications may be allowed through city commission public hearing process.

5 - Refer also to Table 3 for other uses allowed in CPUD. In this case, CPUD references to any and all commercial uses set forth in R-3 are allowed providing the parcel abuts comparable zoning on at least two sides. The requirement that the parcel abut property with comparable zoning on at least two sides may be waived by the city commission after public hearing and due consideration by the commission. The requirement shall not be waived unless the commission makes specific findings that the proposed project is consistent with the purpose and intent of this chapter; that it promotes the welfare of the people of the City of Stuart; and that the project is otherwise of suitable character and compatible with its surroundings.

6 - Refer also to Table 3 and 4 for other uses allowed in MXPUD.

Sec. 2.02.03. TABLE 3

Business ¹ and PUD Districts Uses	B-1	B-2	B-3	B-4	CPUD ⁴	MXPUD ⁵
Adult businesses		S			A	A
Animal Hospital		P			A	A
Any retail business or retail service establishment, including shops for making articles of an artisanal use to be sold on the premises, provided such manufacturing is incidental to the retail business or service	P	P			A	A
Art galleries	P	P			A	A
Auto sales provided all repair and service shall be done within an enclosed building		P			A	A
Bakeries		P		P	A	A
Banks	P	P		P	A	A
Barber	P	P			A	A
Bars	P	P			A	A
Beauty shops	P	P			A	A
Beer garden	P	P			A	A
Boat building					A	
Bowling alleys		P			A	A
Bus terminals		P			A	A
Business	P	P		P	A	A
Business warehouse facilities in conjunction with adjacent commercial and retail uses				P		A
Cabinet shops		P			A	A
Cemeteries		P			A	A
Child care center ²	P	P	P	S	A	A
Clinics		P			A	A
Clubs (membership), lodges, and fraternal organizations		P			A	A
Cocktail lounge	P	P			A	A
Community garden	P	P	P	P	A	A
Concrete or asphalt processing plants						
Day care center ²	P	P	P		A	A
Drive-in restaurants	P	P			A	A
Drive-in theaters	P	P			A	A
Enclosed garages and repair shops for motor vehicles		P		P	A	A
Enclosed repair shops for repairing furniture, or appliances powered by gas, oil, electricity, etc., without outdoor storage		P		P	A	A
Enclosed sales of farm and heavy equipment without outdoor storage		P		P	A	A
Enclosed sales of seeds, insecticide, and growers supplies without outdoor storage		P		P	A	A
Enclosed sign painting and/or sign manufacturing shops		P		P	A	A

Ordinance No. 2253-2013
Urban Agriculture

Business ¹ and PUD Districts Uses	B-1	B-2	B-3	B-4	CPUD ⁴	MXPUD ⁵
without outdoor storage						
Enclosed storage and sales of lumber and building materials		P		P	A	A
Funeral homes		P			A	A
Gasoline or other motor fuel stations		P			A	A
Health spas		P			A	A
Heavy industrial manufacturing operations which are determined to be harmful to health, safety or welfare based on substantial noise, smoke, dust, cold, radiation emissions, glare, night illumination, vibrations, smell, risk of spills, fires, explosions, or other physical hazards						
Hotels	P	P			A	A
Kennels		P			A	A
Kindergarten ²	P	P	P		A	A
Laundries and dry cleaning establishments using non-combustible solvents		P		P	A	A
Limited indoor industrial uses, including fabrication, processing, converting, altering, assembling, dismantling, cleaning, servicing, freezing, treatment, distribution, repair, finishing, testing, or other handling of components, devices, equipment, and products				P		A
Limited restaurants intended to serve businesses in the local vicinity with a maximum seating capacity of not more than 30				P		A
Major auto repair						
Marinas including the sale, display, and storage of new and used boats for sale, and the repair and maintenance of boats.	P	P			A	A
Mini-warehouses for the storage of residential items				P		A
Mortuaries		P			A	A
Motels	P	P			A	A
Motion picture houses	P	P			A	A
Multi-family residences	P					A
Nursery school ²	P	P	P		A	A
Operation of a residence as a family day care home ²	P	P			A	A
Outdoor storage which exceeds ten percent of the facility's indoor floor area						
Parking garages	P	P			A	A
Parking lots	P	P			A	A
Parks ³				P	A	A
Preschool learning center ²	P	P	P		A	A
Printing shops				P		A
Professional offices	P	P	P	P	A	A
Pub	P	P			A	A

Ordinance No. 2253-2013
Urban Agriculture

Business¹ and PUD Districts Uses	B-1	B-2	B-3	B-4	CPUD⁴	MXPUD⁵
Public buildings	P	P			A	A
Public facilities ³				P	A	A
Public utilities ³				P	A	A
Radio and/or television broadcast stations		P		P	A	A
Recreational facilities		P		P	A	A
Research facilities				P		A
Residential units combined with non-residential uses	P	P	P		A	A
Restaurants	P	P			A	A
Retail warehouse sales and service for non-intensive uses				P		A
Rolling rinks		P			A	A
School-private, parochial, technical, etc.	P	P			A	A
Slaughter houses						
Stealth telecommunications facilities in excess of 45 feet in height	S	S		S	A	A
Stealth telecommunications facilities which do not exceed 45 feet in height or which are constructed as part of an existing architectural feature or structure provided its total height does not exceed 120 percent of the height of the architectural feature or structure	P	P		P	A	A
Telecommunications towers		S		S	A	A
Theatres	P	P			A	A
Tourist homes	P	P			A	A
Urban farm	P	P	P	P	A	A
Uses which require the issuance of occupational licenses for businesses operating from mini-warehouse facilities						
Veterinarians		P			A	A
Wholesale or commercial bakery warehouses		P		P	A	A
Wrecking or salvage yards						

Footnotes:

P - Use Permitted By Right

S - Use Permitted as a Special Exception through public hearing process

A- Allowed through city commission public hearing process

☐ - Prohibited

1 - B-1, B-2 and B-3 are business districts; B-4 is limited business and manufacturing district.

2 - Must be registered or licensed with the Florida Department of Children & Family Services.

3 - Public parks, public utilities, and public facilities are allowed in all zoning districts.

4 - Any and all commercial uses set forth in B-1, B-2 and B-3 are allowed providing the parcel abuts comparable zoning on at least two sides. The requirement that the parcel abut property with comparable zoning on at least two sides may be waived by the city commission after public hearing and due consideration by the commission. The requirement shall not be waived unless the commission makes specific findings that the proposed project is consistent with the purpose and intent of this chapter; that it promotes the welfare of the people of the City of Stuart; and that the project is otherwise of suitable character and compatible with its surroundings.

5 - Refer also to Table 4 for other uses allowed in MXPUD.

Sec. 2.02.04. TABLE 4

Public Service (P), Industrial (I), Agriculture (A), Hospital (H) and PUD Districts Uses	P	I	A	H	PSPUD	IPUD	MXPUD
Adult businesses		S				A	S
Assembly, packaging, or processing of previously prepared goods and materials		P				A	S
Automobile servicing and repairing establishments		P				A	S
Auxiliary uses (within main hospital or freestanding building) ¹				P			
Bottling works		P				A	S
Cement products, sand and gravel yards		P				A	S
Churches	P				A		S
City/County facilities	P				A		S
Cold storage		P				A	S
Community garden	P	P		P	A	A	A
Fabricating shops		P				A	S
Farm and heavy equipment sales, including open storage		P				A	S
Fruit and vegetable grading and packing houses, canning plants		P				A	S
Gasoline or other motor fuel stations, including bulk storage		P				A	S
Hospital (new hospital construction shall not exceed over 45 feet in height) ²				P			
Ice manufacturing		P				A	S
Laboratories - experimental and/or testing		P				A	S
Machine shops		P				A	S
Manufacturing and processing of raw materials and goods		P				A	S
Mill works		P				A	S
Mini-warehouses		P				A	S
Newspaper or publishing plants		P				A	S
Parks	P				A		S
Places of public assembly							
Planned industrial parks		P				A	S
Private stables as an accessory use to a residence			P				
Public facilities ³	P	P	P	P		A	S
Public parks ³	P	P	P	P		A	S
Public utilities ³	P	P	P	P		A	S
Radio and/or television broadcast stations	P				A		S
Railroad freight terminals		P				A	S
Receiving, sorting, and/or distribution of goods and materials		P				A	S
Recreation areas	P				A		S
Residences	S				A		S

Ordinance No. 2253-2013
Urban Agriculture

Public Service (P), Industrial (I), Agriculture (A), Hospital (H) and PUD Districts Uses	P	I	A	H	PSPUD	IPUD	MXPUD
Retail		S				A	S
Schools	P				A		S
Sign painting and/or sign manufacturing shops providing all storage and work is conducted in an enclosed building		P				A	S
Single-family residence			P				
Stealth telecommunications facilities in excess of 45 feet in height	S	S			A	A	S
Stealth telecommunications facilities which do not exceed 45 feet in height or which are constructed as part of an existing architectural feature or structure provided its total height does not exceed 120 percent of the height of the architectural feature or structure	P	P			A	A	S
Storage of goods and materials		P				A	S
Storage or parking areas for commercial, industrial, contracting, or agricultural machinery, vehicles, water vessels or equipment		P				A	S
Storage warehouses		P				A	S
Telecommunication towers		S				A	S
Telecommunications towers to be located on real property not owned by the City of Stuart	S				A		S
Telecommunications towers to be located on real property owned by the City of Stuart by resolution of the City Commission	P				A		S
Truck terminals		P				A	S
Urban farms		P				A	A
Warehousing, building material yards, and contractors equipment storage yards (building material yards and contractors equipment storage yards shall mean those areas intended for the regular, consistent, or long-term placement, keeping, storage, or location, of any type of industrial, construction, or agricultural machinery, supplies, equipment or vehicles which are not on the premises in connection with a properly allowed project). Such items shall include, but not be limited to, concrete mixers, asphalt and tar heaters, trucks, cranes, tractors, bulldozers, backhoes, scaffolding materials, welding machines, concrete blocks or bricks, cement, lumber, angle iron, and other related items.		P				A	S
Welding shops		P				A	S
Wholesale activities requiring extensive storage or warehousing; related commercial or retail activities		P				A	S

Footnotes:

P - Use Permitted By Right

S - Use Permitted as a Special Exception through public hearing process

Ordinance No. 2253-2013
Urban Agriculture

A - Allowed through city commission public hearing process



- Prohibited

1 - e.g. radiology, anesthesiology, pathology and related uses and services, provided that such uses and services are offered by the hospital to the general public in the same manner as other hospital uses and services.

2 - Contingent repeal and substitution authorized. At such time as a master facilities plan is adopted for the hospital district for hospital use and development, thereupon all portions of the land development regulations in conflict therewith shall be repealed and superseded by the said master facilities plan.

3 - Public parks, public utilities and public facilities are allowed in all zoning districts.

Sec. 2.06.09 Urban agriculture

A. Purpose and intent. The purpose of permitting urban agriculture is to promote local food production for local consumption and promote the health, environmental and economic benefits of having such uses. Urban farms and community gardens are types of urban agriculture. Urban farms promote the local production of food primarily for sale to local sellers and consumers residing or doing business in Martin County, Florida. Community gardens promote the local production of food for use or consumption by the individuals directly involved in the food production. Community gardens may be divided into separate plots for cultivation by one or more individuals or may be farmed collectively.

B. Applicability.

1. This section shall apply to urban farms and community gardens.
2. This section does not apply to a private garden which is accessory to an existing principal residential dwelling unit or multi-family residential development.

C. Development standards

1. Maintenance responsibilities. The owner of the property on which the community garden or urban farm is located shall be responsible for maintaining the property so that it does not become overgrown with weeds, infested by invasive exotic plants or vermin, or a source of erosion or stormwater runoff and shall meet the applicable requirements of this Code.
 - a. Abandonment. In the event that a property is not used as a community garden or urban farm for 60 or more consecutive days, the approval for such use shall expire and the site shall be restored by the property owner so as not to conflict with Chapter 20, Article II of the City Code of Ordinances.
2. Size limitation. Community gardens shall not be greater than one-quarter acre in size without conditional use approval. Urban farms shall not be greater than five acres in size without conditional use approval. At least 50% of an urban farm site must be used for cultivation.
3. Environmental assessment. Any person or group who wishes to establish an urban farm with plant beds that are not separated from the ground by a physical barrier shall obtain a phase I environmental site assessment to determine if any soil contamination exists.

Such soil must be tested for any contaminants that would render it unsuitable for cultivating food on topsoil, including, but not limited to, lead and other toxic heavy metals; industrial solvents; gasoline; oils and greases; perclorethylene; and other chemicals that can be transmitted to people via soil contact or consumption of foods grown in such soil.

If any historical sources of contamination are identified in the environmental site assessment, the applicant shall conduct all appropriate testing to determine the type and level of contamination, and conduct the appropriate remediation procedures to ensure that soil is suitable for gardening

4. Permitted structures.

a. Community gardens are permitted to have greenhouses, hoophouses, coldframes, storage sheds (as defined in Chapter XII), shade pavilions, and planting preparation houses.

i. Location. All structures shall meet the requirements of the underlying zoning district for setbacks.

ii. Height. No building or other structure may be greater than 15 feet in height.

iii. Impervious surface coverage. All structures shall not exceed the maximum impervious surface coverage of the underlying zoning district. Walkways should be unpaved and covered with mulch, gravel, or shell except as necessary to meet the needs of individuals with disabilities.

b. Urban farms are permitted to have greenhouses, hoophouses, coldframes, and similar structures used to extend the growing season, as well as sheds, shade pavilions, farm stands, restrooms, and offices.

i. Location and height. All structures shall meet the requirements of the underlying zoning district for setbacks. No permitted structure may be greater than 15 feet in height.

ii. Impervious surface coverage. All structures shall not exceed the maximum impervious surface coverage of the underlying zoning district. Sheds, shade pavilions, farm stands, restrooms, offices or other structures that are not used for cultivating crops shall not exceed 15 percent of the gross urban farm area. Walkways should be unpaved and covered with mulch, gravel, or shell except as necessary to meet the needs of individuals with disabilities.

5. Required planting setbacks. All plantings shall be planted no closer than five feet from the front, side or rear property lines. Cultivated area shall not encroach onto adjacent properties. All plantings shall comply with the visibility at intersection requirements pursuant to section 6.04.03.B.8 of this Code.

6. Hours of operation and equipment. No gardening activities for urban farms and community gardens shall take place before sunrise or after sunset. Motorized-powered equipment for cultivating or maintenance purposes shall be operated in accordance with Chapter 20, Article VI (Noise) of the Code of Ordinances. The use of hand tools and domestic gardening tools is encouraged.
7. Chemical application. Gardening in accordance with the University of Florida's Institute of Food and Agricultural Sciences, Florida Friendly Landscaping program is strongly encouraged. The use of fertilizer, pesticide, insecticide, herbicide or agricultural use chemicals must be consistent with label instructions and be in compliance with applicable sections of Chapter 20, Article VIII (Fertilizer) of the Code of Ordinances. All chemicals and fuels shall be stored in an enclosed, locked structure when the site is unattended.
8. Fences. All fencing shall comply with the applicable fencing requirements of the underlying zoning district, except that fencing for community gardens within the R-1A, R-1, R-2, R-3 and R-M zoning districts shall not exceed four feet in height along road right-of-ways.
9. Signage.
 - a. Community gardens are permitted one sign, which shall not exceed four square feet in area, shall not exceed five feet in height, and shall have minimum property line setback of ten feet.
 - b. Urban farms shall comply with section 6.11.00 of this Code.
10. Composting and trash storage. Compost and organic matter shall be contained in appropriate containers or a contained area which shall be located with a 25-foot setback from all rights-of-way and a five-foot setback from all property lines. No trash or debris shall be stored or allowed to remain on the property unless contained in City approved receptacle (e.g. carts or dumpsters).
11. Sales of produce and plants.
 - a. A community garden is not intended to be a commercial enterprise; however, there may be occasions when surplus of produce and horticultural plants are available, which may be sold off the premises or on-site via an approved special events permit pursuant to Chapter 36, Article III of the Code of Ordinances.
 - b. The produce and horticultural plants grown in an urban farm may be sold on or off the premises and the property owner or garden coordinator shall obtain a business tax/certificate of use pursuant to the City Code of Ordinances prior to making any sales.
12. Pursuant to Chapter 8, Article I of the Code of Ordinances, livestock shall be prohibited.

13. Prohibition on agricultural tax exemption. A property owner shall be prohibited from seeking an agricultural tax exemption afforded by the local, state, or federal tax regulations.
 14. Administrative Variances. Requests for administrative variances to the setback and structure size limitations may be made in accordance with section 8.04.08 of this Code.
- D. Application Process. An application for administrative approval of a community garden or urban farm must be submitted to the Development Department along with the following documentation:
1. Letters of no objection from adjoining property owners when a proposed community garden abuts property zoned or used for residential purposes;
 2. Rules and regulations that govern the operations of the farm or garden;
 3. Anticipated number of persons to be involved in the operation;
 4. Photograph(s) of the proposed urban farm or community garden site; and
 5. Site plan, drawn to scale, showing the following:
 - a. Property size with dimensions;
 - b. Location of existing and proposed structures on the property;
 - c. Existing streets, easements or land restrictions on the property;
 - d. Proposed fencing or screening;
 - e. Off-site parking spaces, if required; and
 - f. On-site water source.

CHAPTER 3 OVERLAY ZONES

Sec. 3.01.03.F.2.a URBAN DISTRICT USES

2. *Urban district uses.*
 - a. The following uses are permitted and are all-inclusive individually or in combination in the urban district subject to the regulations pertaining to formula businesses.

Ordinance No. 2253-2013
Urban Agriculture

TABLE INSET:

i.	Single-family residences;
ii.	Duplex or two-family residences;
iii.	Multifamily residences;
iv.	Accessory buildings;
v.	Greenhouses--Maximum 500 square feet;
vi.	Public parks;
vii.	Public utility stations;
viii.	Libraries;
ix.	Community centers;
x.	Government buildings;
xi.	Churches;
xii.	Hotels/motels;
xiii.	Rooming and boarding houses;
xiv.	Bed and breakfast hotels;
xv.	Retail sales and service--Within an enclosed building only;
xvi.	Retail manufacturing--Providing such manufacturing is incidental to sales and occupies less than 75 percent of the total gross floor area;
xvii.	Professional and medical offices;
xviii.	Banks;
xix.	Theaters;
xx.	Restaurants;
xxi.	Beauty shops;
xxii.	Automobile repair service--Within an enclosed building in B-1 and B-2 zones along U.S. 1 (Federal Hwy. and Savannah Road) only;
xxiii.	Art galleries;
xxiv.	Bars;
xxv.	Clubs;
xxvi.	Dry cleaning, provided that all cleaning is conducted off-premises;
xxvii.	Bakeries;
xxviii.	Mortuaries without crematoriums;

xxix.	Day care facilities;
xxx.	Home occupations as defined at section 2.06.10 of this Code;
xxxi.	Health spas;
xxxii.	Personal services;
xxxiii.	Stealth telecommunications facilities which do not exceed 45 feet in height or which are constructed as part of an existing architectural feature or tower structure provided its total height does not exceed 120 percent of the height of the architectural feature or structure;
xxiv.	Existing marine industrial uses;
xxxv.	Drugstores and pharmacies (if 2,000 square feet or less).
xxxvi.	Community garden pursuant to section 2.06.09 of this Code.
xxxvii.	Urban farm pursuant to section 2.06.09 of this Code.

Sec. 3.02.05. Development standards for the East Stuart Overlay District.

Sec. 3.02.05.A. Permitted uses. The following uses shall be permitted in the BMU sub-district.

1. Home occupations, as approved by the city development director. Refer to section 2.06.10, Supplemental Use Standards.
2. Libraries, community centers, any governmental building.
3. Rooming and boardinghouses and bed and breakfast inns.
4. By East Stuart Overlay District exception a child care center, day care center, preschool learning center, nursery school or kindergarten of three acres or less.
5. Professional offices.
6. Nursing homes.
7. Residential units combined with non-residential uses provided all applicable standards for each use are met. Refer to chapter VI, On-Site and Off-Site Development Standards. Not less than 20 percent of the project's total floor space shall be a non-residential use.
8. By East Stuart Overlay District exception, private schools, parochial schools, and technical schools of three acres or less.
9. Stealth telecommunications facilities which do not exceed 45 feet in height or which are constructed as part of an existing architectural feature or structure provided its total height does not exceed 120 percent of the height of the architectural feature or structure.

Ordinance No. 2253-2013
Urban Agriculture

10. Churches, temples and places of worship and ancillary uses on the same premises of three acres or less. Greater in size by Overlay District exception.
11. Any retail business or retail service establishment, including shops for making articles of an artisanal use to be sold on the premises, provided such manufacturing is incidental to the retail business or service.
12. Banks.
13. Theatres, motion picture houses, restaurants, excluding drive-in theatres, drive-in or drive-through restaurants.
14. Barber and beauty shops.
15. Hotels, motels, and tourist homes.
16. Parking garages and lots.
17. Art galleries.
18. Bar, cocktail lounge, pub, beer garden or similar uses, provided all provisions of the Stuart Code of Ordinances, chapter 6, Alcoholic Beverages, are met.
19. Community gardens pursuant to section 2.06.09 of this Code.
20. Urban farms pursuant to section 2.06.09 of this Code.

Sec. 3.02.05.B. Permitted uses. The following uses shall be permitted in the in the GRO sub-district.

1. Home occupations, as approved by the city development director. Refer to section 6.07.10, Standards.
2. Libraries, community centers, any governmental building.
3. Churches, temples and places of worship and ancillary uses on the same premises of three acres or less. Greater in size by overlay district exception.
4. Single-family residences.
5. Duplexes.
6. Multi-family residential.
7. Rooming and boardinghouses and bed and breakfast inns.
8. By East Stuart Overlay District exception a child care center, day care center, preschool learning center, nursery school or kindergarten of three acres or less.

9. Professional offices.
10. Nursing homes.
11. By East Stuart Overlay District exception, private schools, parochial schools, and technical schools of three acres or less.
12. Stealth telecommunications facilities which do not exceed 45 feet in height or which are constructed as part of an existing architectural feature or structure provided its total height does not exceed 120 percent of the height of the architectural feature or structure.
13. Community gardens pursuant to section 2.06.09 of this Code.
14. Urban farms pursuant to section 2.06.09 of this Code.

Sec. 3.02.05.C. Permitted uses. The following uses shall be permitted in the in the SFD sub-district.

1. Detached single-family residences, but not including mobile homes.
2. Detached accessory dwelling unit, ancillary to a primary single-family structure, as defined in this Code. Refer to section 6.09.02, General standards and requirements.
3. Group home of six or fewer residents which otherwise meets the definition of a community residential home as defined in chapter XII provided that such homes shall not be located within a radius of 1,000 feet of another existing such home and that the sponsoring agency or department of health and rehabilitative services (HRS) [Department of Children and Families] notify the city at the time of home occupancy that the home is licensed by HRS.
4. Home occupations, as approved by the city development director. Refer to section 2.06.10, Supplemental Use Standards.
5. Operation of a residence as a family day care home, as defined by law, registered or licensed with the Florida Department of Children and Family Services [Department of Children and Families].
6. Duplexes.
7. Community gardens pursuant to section 2.06.09 of this Code.
8. Urban farms pursuant to section 2.06.09 of this Code.

Sec. 6.01.13. Off-street parking schedule.

Off-street parking spaces shall be provided in accordance with the minimum standards contained in the following schedule.

Land Use Type	Number of Spaces Required
<i>Public and Civic Uses:</i>	
Community garden	0
Urban farm	1 per 4 employees

Chapter 12 – Definitions

Coldframes: A frame with a glass or plastic top in which small plants are grown and protected without artificial heat.

Community garden: An area of land managed and maintained for the use of one or more individuals to grow and harvest food crops, non-food ornamental crops, such as flowers, or both solely for the use, consumption or donation by two (2) or more persons maintaining the community garden.

Greenhouse: a building with transparent walls and roof, usually of glass, for the cultivation and exhibition of plants under controlled conditions.

Hoophouse: structure used as a greenhouse or a season extender and is characterized by a half-round "hoop" shape. Hoop houses are typically constructed of lengths of PVC pipe, which is both flexible and sturdy.

Urban agriculture: The use of land for the production, distribution and marketing of food. Urban agriculture comprises of community and school gardens; backyard and rooftop horticulture; and other innovative food production methods that maximize production in a small area that may have the ability to supply urban farmers markets and community supported agriculture.

Urban farm: means an area of land managed and maintained by an individual or group of individuals growing and harvesting food crops and/or non-food, ornamental crops, such as flowers, for commercial sale, frequently sold directly to consumers and restaurants. Urban farms may be divided into separate plots for cultivation by one or more individuals or may be farmed collectively by members of the group and may include common areas maintained and used by group members. It is distinguishable from other types of farming by the diversity of crops grown on a small area of land, typically from under one acre to a few acres, or sometimes in greenhouses grown on site, including but not limited to using growing methods such as hydroponics.

SECTION 2: All ordinances or parts of ordinances herewith are hereby repealed to the extent of such conflict.

SECTION 3: If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 4: The provisions of Section 1. of this ordinance shall be codified.

SECTION 5: This ordinance shall take effect upon adoption.

PASSED on First Reading this 14th day of January, 2013.

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:

	YES	NO	ABSENT	ABSTAIN
EULA R. CLARKE, MAYOR				
TROY A. MC DONALD, VICE MAYOR				
KELLI GLASS, COMMISSIONER				
JEFFREY A. KRAUSKOPF, COMMISSIONER				
JAMES A. CHRISTIE, JR., COMMISSIONER				

ADOPTED on Second Reading this 28th day of January, 2013.

ATTEST:

CHERYL WHITE
CITY CLERK

EULA R. CLARKE
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL D. DURHAM
CITY ATTORNEY

Backyard Chickens for Beginners



by R.J. Ruppenthal

"... TO BE, OR NOT TO BE, THAT
IS THE QUESTION".

ALL THE BEST,

Cliff

- Planting and Hilling Potatoes
- Soil, Fertilizer, and Watering Needs
- Harvesting Potatoes
- Storing Potatoes for Later Use
- *Bonus*: Two Secret Tips for Getting More (and More Delicious) Potatoes

3. *Blueberries in Your Backyard: How to Grow America's Hottest Antioxidant Fruit for Food, Health, and Extra Money*

Description from Amazon:

Perfect blueberry growing guide for beginners. This booklet explains how to plant and grow blueberries in the home garden. Recommended for backyard gardeners with small city-sized yards, patios, balconies, decks, and rooftops. (Updated 2012 version)

Topics include:

- Why Grow Blueberries? Six Great Reasons
- Blueberries for Every Climate (and where to get them)
- Grow Blueberries Almost Anywhere: Doorsteps, Patios, Balconies, Rooftops, and Yards
- Perfect Blueberry Soil (regular garden soil kills them, but they will thrive in this!)
- How to Plant and Grow Blueberries in Raised Beds and Containers
- Feeding, Watering, and Caring for Your Blueberry Bushes
- Making Extra Money Growing Blueberries

4. *Fresh Food From Small Spaces: The Square-Inch Gardener's Guide to Year-Round Growing, Fermenting, and Sprouting*

This book covers small space gardening, fermenting (yogurt, kefir, sauerkraut, and kimchi), sprouting, plus chickens for eggs and bees for honey. Over 20,000 people have read this book, which helps beginners learn what they can grow in small urban spaces, such as apartments, condominiums, townhouses, and small homes. Many readers have been motivated to try new things and grow some food where they did not believe they could before reading this. The book is a broad overview, so it does not have a fine level of detail.

Author Info

R.J. Ruppenthal is a licensed attorney and college professor in California who has a passion for growing and raising some of his own food. He regularly writes and blogs about fruit and vegetable gardening, growing food in small urban spaces, sustainability, and raising backyard chickens. On occasion, he even puts his degrees to use and writes something about law or government. You can follow his blogs at <http://backyardcvf.blogspot.com> or on his Amazon Author's Page.

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Backyard Chickens for Beginners: Getting the Best Chickens, Choosing Coops, Feeding and Care, and Beating City Chicken Laws

By R.J. Ruppenthal, Attorney/Professor/Garden Writer

- Fresh Eggs Every Day
- How Much Space Do You Need?
- Building or Buying a Coop
- Feeders, Waterers, Nesting Boxes, and Roosts
- Getting Chicks or Chickens
- Feeding Your Chickens
- Tips for Cold Climates
- Health and Safety
- Dealing with Neighbors, City Chicken Laws, and Other Challenges
- Resources: Everything You Need!

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Chapter 1: Fresh Eggs Every Day

How would you like to enjoy fresh eggs every day? Even in small urban homes, most backyards can support 3-4 egg-laying hens, either ranging freely or in an enclosed run area. Hens in their prime lay an egg almost every day. Three hens will give you at least a dozen fresh eggs every week, and probably more. With four hens, you can almost guarantee two dozen eggs per week...no roosters needed.

On top of that, chickens are entertaining pets, they are great around kids, and they help you reduce your impact on the environment. This booklet will take you through everything you need to know before starting your own home chicken flock.

Chickens are the easiest pets you will ever have. They can eat your kitchen scraps and clean your yard of bugs, reducing the cost of commercial feed to a few bucks a month. Your time commitment will be 5-10 minutes per day to check on them, feed them, and change their water every few days.

About once a month, you also need to spend a couple of hours cleaning their coop area, shoveling out old bedding and manure into your compost bin or compost tumbler, then replacing it with some sawdust, straw, or shredded paper. That's about it! Keeping chickens is pretty simple.

To get started with chickens, you need to know the basics of how to buy or build a coop, the proper space requirements for your coop and run area, and a few additional items you will need such as feeders and waterers (all are available for only a few dollars at local farm stores, pet stores, or online). In this booklet, you also will learn how to obtain chickens, either from hatching eggs, newborn chicks, or teenage pullets ready to lay. And we will cover essential information on how and what to feed your chickens, cold climate tips, and keeping chickens safe and healthy.

A booklet on city chickens would not be complete without addressing some challenges that arise in urban areas: small space restrictions, lousy neighbors, zoning ordinances, and questions about noise levels and smells. No obstacle should prevent you from raising a few egg-laying hens, but I want to arm you with the right information to win any battle.

Finally, you get a Resources section that is worth the price of this booklet all by itself. It directs you to more information (which you *do not* have to pay for) on learning about chicken breeds, finding chickens, chicken coops and supplies, getting your questions answered, and more. Some other "how to" books add filler pages to cover this extra material and they charge you for it. But if the same information is available for free online, why pay for it? Stick with this booklet for the basic info you need, and I will show you the rest of it online *for free*.

Once you finish reading this booklet, you will have all the knowledge you need to get started with chickens, plus you will have online access to all resources and support you may need. Get ready for a homegrown omelet with the best and most nutritious organic eggs you have ever tasted!

Chapter 2: How Much Space Do You Need?

The term "chicken coop" has different meanings to different people. In this booklet, the "coop" is the structure where chickens go to spend the night. In addition to this coop, they will have some kind of outdoor run area, whether this is free range or enclosed. Some people mix these two areas together and call them both a "coop". To keep things clear, I will refer to the inside area as the "coop" and the outside area as the "run".

Happy chickens lay lots of eggs, so it is in your basic self-interest to keep them happy. Happy chickens need a minimum of four (4) square feet of coop space per bird, plus a run area of at least ten (10) square feet per bird. I base these numbers on the recommendations of Gail Damerow in *Storey's Guide to Raising Chickens* (Storey Publishing 2010, see Resources section).

If there is no outside run area, then chickens need ten (10) square feet of coop space per bird. I will ignore this last suggestion, because you should not be keeping chickens if you cannot provide them with some outside space to move around in (whether this space is free range or in an enclosed pen). So let's look at the first number: four (4) square feet of coop space per bird.

If your chickens are outside most of the time, basically using the coop just for sleeping and laying eggs, then four (4) square feet per bird is adequate. If chickens are kept in the coop for long periods when they cannot go outside, especially if you are trying to overwinter them inside, then they need extra coop space. The proper coop size also depends on the size of the chickens you are keeping. Bantams are much smaller than standard birds, so you can fit more of them in any given coop.

Even for standard birds, there is a big difference between an eight pound Orpington and a five pound Ameracauna hen. For medium-sized breeds like Ameracauna, I would feel more

comfortable using the minimum size, while a flock of larger birds like Orpys could get pretty crowded with only four (4) square feet per bird. Tight conditions make for more fighting and risk of disease, so give them plenty of space.

Let's apply the four (4) square foot recommendation in the small backyard setting. *Two hens* would need a coop of at least eight (8) square feet, say two feet by four feet (2' x 4'). *Three hens* would need twelve (12) square feet, which might be a three by four foot (3' x 4') coop. *Four hens* would need sixteen (16) square feet, which could be accomplished with either a four by four (4' x 4') square coop or a more rectangular three and a half by five (3.5' x 5'). This should not seem like a lot of space, since it is only a few inches larger than a standard-sized bathtub.

But the outdoor run area will take up the most space. The run area should provide at least ten (10) square feet of space for each chicken. Again, this is a minimum, which I would increase by a few feet if the feeder and waterer take up part of the space. So let's crack the numbers again to see how this looks for a city dweller with a small backyard. *Two hens* would need a run space of at least twenty (20) square feet, perhaps three and a half feet by six feet (3.5' x 6'). *Three hens* would need thirty (30) square feet, either in a block of around five by six feet (5' x 6') or a strip such as three by ten feet (3' x 10'). *Four hens* would need forty (40) square feet, which you could create with a five by eight foot (5' x 8') block or a four by ten foot (4' x 10') plot.

Do not ignore side yards as possible run areas. At my daughter's former school, which has two hens we donated, they keep the chickens in a coop attached to a long, narrow fenced strip next to the building. This pen, which the children can walk inside to play with the chickens and harvest eggs, is only about three feet wide, but at least 20 feet long. It could have been used as a long flower bed at one time.

At only three feet wide, I may never have seriously considered this for a chicken area, but it provides these two hens with plenty of run space. There are some shelves and an old rabbit hutch on one end, which were turned into an open-sided coop. The coop is covered from the rain and the climate is quite mild, so the chickens do not complain that it is only enclosed on only three sides. Their wild ancestors slept in trees, not small houses.

The run space does not need to be square or rectangular, though that is usually the easiest way to go. In the run area, make sure to have some perches they can roost on during the day; I use one-inch thick dowels or garden stakes, placed 2-3 feet off the ground. The main concern with the run is to keep it covered with plenty of mulch or bedding. Chicken manure makes the soil toxic very quickly, but this can be balanced (and odors nearly eliminated) with the addition of some carbon-rich mulch/bedding.

A thick layer of straw, leaves, shredded paper, or sawdust as bedding will help the chicken manure decompose naturally and create a balanced compost. Keep at least a few inches of this mulch on the ground at all times, and change it every couple of months. Old chicken bedding with manure can go right into a compost bin or tumbler, where it will decompose and make a rich addition to your garden soil the next year.

My chickens have a fully enclosed run which is a little larger than this minimum size. I built this enclosure with a frame of 1 ½ x 1 ½ inch wooden stakes, covered with half inch wire mesh that is secured by large staples. Part of the run is shaded by the coop, which sits on top of it, providing some protection from the elements on hot or rainy days. Even the bottom of the run is lined with poultry wire, though the soil and mulch on top of it are deep enough that the chickens never scratch down to the wire.

The coop is open to the run, so that the chickens can use it every day. If I am away from home, this is where they spend the day. I do not need to close anything up at night because the coop and run are sealed. Predators and pests (such as raccoons and rats) cannot get in.

When I am home, there is a gate I can open to give them more outdoor space. Attached to the gate is an extended run area behind my raised vegetable beds and under some fruit trees. It is lined with temporary plastic fences to keep the chickens out of my vegetable garden, and since I do not consider these fences very strong, I only let the chickens out into this area when I am home (which may only be an hour or two in the morning or evening).

These fences, in turn, are attached to a third run area, which is made from a couple of temporary dog fences. I move this around, sometimes letting them into part of the yard to eat weeds and bugs, and other times directing them onto one of my raised beds, which they can scratch in for a few months at a time. They aerate and fertilize the soil, which I often cover with compost or mulch that they dig in for me. Here is a picture of them doing their thing in part of a raised bed, which has a movable, temporary fence protecting the vegetables and blueberries.



The chickens love to take dust baths in this deep soil also, which is an important part of their hygiene and pest protection. A month or two after letting them into the bed, they will have it thoroughly transformed (though I cannot plant in the soil until their manure breaks down a bit, say 6-12 months, since the ammonia needs to convert to plant-usable nitrogen). After a hawk dropped in one day and tried to attack a full-sized hen, I covered the extended run with plastic bird netting. Putting this on only took a few minutes because it does not need to be secured too well; the mere sight of it seems to keep chickens in and hawks out.

Chapter 3: Building or Buying a Coop

What do a Swiss chalet, vintage car body, converted storage cabinet, and miniature trailer on wheels have in common? These are just a few of the many thousands of coop designs people use. Whether you choose to buy a coop or build your own, you will find a nearly endless array of designs available. Some of the craftspeople who specialize in making chicken coops are truly gifted people who make gorgeous and long-lasting structures.

Hand-crafted coops can be quite expensive, while on the opposite extreme, you can build one yourself out of scavenged materials that do not cost a dime. Your main concerns should be that this coop meets the chickens' needs, keeps out predators and pests, can be cleaned easily, lasts long enough to make the buying or building of it worthwhile, and has enough visual appeal to be accepted into your yard. Each of these concerns is covered below.

Building a Coop

When I put my coop together, there were very few coop plans available. I found some free plans on the Internet, and people were selling others on eBay. Today, there is *much* more free material out there. The Backyard Chicken website (www.backyardchickens.com, click on "Coops") provides free plans for more than 1,000 user-submitted coop designs. The people who run this site provide a wonderful service to the community.

Buying a coop can be expensive, and you may not save too much if you build your own from premium materials. But if you can find ways to economize or scavenge some materials, you could make a good coop for almost no cost. For example, if you or a neighbor is building a fence or remodeling a house, you might get some old wood or surplus new wood for no added cost.

There is no rule requiring you to build a coop from wood, either, if you find the right bargain on some metal, plastic, or composite material. I have even seen coops built from stone. You also may be able to economize on roofing materials if you choose to cover your coop this way. It costs money to buy your own materials, but if someone is getting a house re-roofed, you might get a few extra feet of tar paper and some spare shingles at no extra charge.

If you are building with wood (as most people will), then use thick pieces, not flimsy siding. A nicely built coop can last for many years. Thinner and lighter wood can warp and split where it is joined by screws or nails. This creates opportunities for predators and pests. Unless you are using a truly rot-resistant wood, make sure you paint or stain the surfaces to preserve it. Many eco-friendly options are available these days. It is a good idea to use more than one coat. You could

use pressure treated wood as an alternative, but it can contain some very toxic copper and arsenic.

Speaking of screws and nails, screws tend to be the longer-lasting choice. They will hold wood together tightly and allow less warping than nails, plus you always can tighten them again later (or unscrew them if you need to disassemble and make repairs). Since I live in a moist climate, I used vinyl-coated screws on my coop. I know some hardcore environmentalists do not like vinyl, but I don't think my chickens will be eating many screws.

If you still have some small gaps in the coop despite your best efforts, one thing you can do is to cover the gaps with poultry wire and staple it in. As with any use of wire near chickens, make sure sharp edges are turned down. You do not want anything to hurt your chickens.

Before building a coop, also read the material on Chickens' Needs and Keeping Out Predators and Pests (below, in this same chapter).

Buying a Coop

Buying a coop can be as simple as going down to your local hardware store and putting down a credit card. Or it may be as simple as searching for coops online and clicking a few buttons. Since the urban gardening and backyard chicken movements have expanded in recent years, so too have the coops. My local pet store did not used to sell coops, but now they do. During this same time, the hardware store has added compost bins and raised beds, so I think coops are only a matter of time.

Coops will soon be standard backyard "appliances" in many urban yards as chickens become some of the most common pets. It just makes a lot more sense to grow your own protein than to subsidize factory farms that keep their birds in cramped conditions, feed them imbalanced food, dope them up with hormones and antibiotics, and then add to the price and carbon impact by shipping them through the supermarket chain of distribution.

Though it is simple to buy a coop, you must be sure you get the right one to fit your needs. It should be big enough for your chickens, well made, appropriate for your space, and close to your intended budget. I would hesitate to buy a coop on the Internet, sight unseen. If it has to be shipped any significant distance, this can really increase the overall cost also. If they offer free shipping to send it long distances to you, then that just means the shipping cost has been included in the overall price. On the other hand, there are so many more choices online than you may find locally. My advice is to look locally first, and then if you cannot find what you want, order one online.

There are several reasons to buy local. First, you will not incur unreasonable shipping costs. Some local craftspeople may charge a small delivery fee, but this is a lot less than you would pay to ship a coop across the country. Second, beware that there are scam artists out there who will take your money up front and provide nothing. Any local craftsperson should let you examine the merchandise first, which will also allow you to check the quality of construction.

By perusing local classified ads, you may even find a used coop that someone is giving away or selling for very little. Browse through local classified ads such as those on your regional Craigslist (www.craigslist.org), which has a "For Sale" category with a "Farm+Garden" link. I have seen some good used coops on this site before, but at the time I did not have quick access to a truck with which to pick them up. If you have a farm store or feed store in your area that sells poultry supplies, ask if they can refer you to a good local coop maker.

If you must buy online and have it shipped to you, then start with a Google or Yahoo search. What you will find quickly is that well made coops often start around \$400-\$600 and this might not even include shipping. The really cute coops often cost twice that much. Good materials and labor are expensive these days. Some craftspeople make a cottage industry of this and if they can sell coops at that price, then who can blame them for charging what they can?

Bear in mind that a well-made coop can last for many years, and a lesser quality one may need to be replaced during that time, so it may be a worthwhile investment up front. To see a few examples (which I do not endorse but seem to be well-made) try www.comfycoops.com, www.winecountrycoops.com, and www.greenchickencoop.com. This site sells some reasonably priced coops that are not quite as fancy. www.coopsnmore.com.

By searching large online retailer sites like Amazon, Petco, and Sears, you will notice that there are some prefabricated coops on the low end of the price scale. Many of these are made by a company called Ware. I have not used any Ware products before. But I know people who have Ware coops and I have read enough online reviews of prefabs to form a secondhand opinion of their quality. In general, prefabs make serviceable starter coops, but usually these are built using the cheapest available materials. Some users have reported that the wood will be cracked when they open up the box or that the door locks fall off within a few weeks (and do not protect well against predator intrusions anyway).

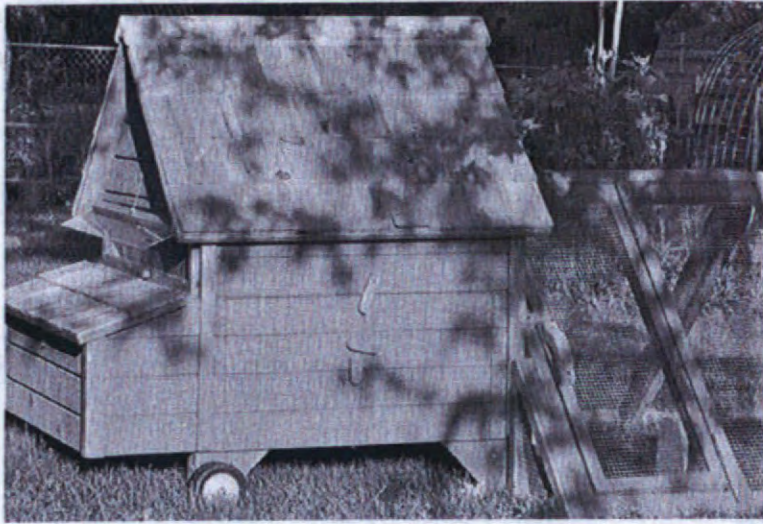
If you are prepared to start replacing things and strengthening the coop almost immediately, then a prefabricated coop might last awhile and save you some money over the more expensive options. At least it provides something to start with and a structure that you can build on as needed. But if you are looking for a coop that does not need this high level of maintenance, then be prepared to spend more money up front for something really well made. Some of the mobile coops described below may be affordable options as well.

Another idea is to find someone in your area who is handy at making things, print out some online plans for a coop you like, and offer to buy this person any needed materials as well as pay a reasonable price for labor. Maybe the woodshop teacher at your local high school has a star pupil or a local cabinetmaker has an apprentice who will moonlight on a weekend. Or perhaps you have a friend or family member who will make the coop in exchange for free pizza.

Chicken Tractors and Mobile Coops

Whoever first had this idea is a genius, because mobile chicken coops are a perfect idea in small yards. The coop and a small run are put on wheels so they can be pulled like a cart or dolly from one part of the property to another. While the run space is not that large (after all, you have to lug

it), chicken tractors can be moved as often as you like, giving the chickens a new area of ground with each move. They can eat the bugs and some new grass each time. As the chicken tractor is moved around your yard, eventually the birds will fertilize different spots and improve the health of your soil and lawn (make sure you use no pesticides on the lawn). You can see some great pictures of different Chicken Tractors on the City Chicken site (<http://thecitychicken.com>). And here is a picture of one; notice that it is too difficult to pick up and carry, but it has wheels so it may be moved like a wheelbarrow.



There are some great do-it-yourself plans for building chicken tractors online. Start with the Backyard Chickens subcategory for chicken tractor designs (<http://www.backyardchickens.com>). Of course, you can buy a chicken tractor as well. Try running an online Google or Yahoo search for "chicken tractor" or "mobile chicken coop" to find some. Another design that is frequently sold online is a "chicken ark", which is a small A-frame coop that sits on top of a triangular run area. It often has poles extending on each end of the base so that two people can move it around a yard, making the ark another option for mobile cooping.

No discussion of movable coops would be complete without mentioning the Eglu. The Eglu is a British product which is also sold internationally; the U.S. site is located at <http://www.omlet.us>. People either love or hate the Eglu design; it looks like a cross between a chicken coop and an iPod. The plastic construction reportedly makes it easy to clean, while the attached run area is a nice addition. It is quite portable, which is good, since the run does not offer that much space for chickens.

Or you can do what I do, which is to have a permanent, stationary chicken coop, plus an added run that changes. I use portable dog fences for the changing run area and just connect it to the coop and permanent run by means of a gate or poultry wire tunnel. Since I have raised beds, and I do not want the hens scratching up my veggie garden, I let them into one raised bed at a time

which they can de-bug and fertilize, before moving them to another raised bed or other section of the yard.

The Chickens' Needs

The coop offers chickens a place to spend the night. Inside the coop, they will stay drier and warmer than they would outside. You can attach a nesting box or two to the coop also, and they will return to the coop to lay eggs each day. But contrary to popular belief, chickens do not curl up at night in a warm nest of straw or feathers. The nesting box is where they lay eggs, but not where they prefer to sleep.

Chickens sleep while they are perched on something they can curl their toes around. Installing one-inch thick dowels, sticks, or small branches across the inside of the coop allows chickens to mimic their wild ancestors, who slept in trees at night. Their perches should be set as high up as possible in the coop, but far enough from the nesting boxes that they do not poop near them.

Keeping Out Predators and Pests

Most predators hunt at nighttime. Even urban areas have their fair share. Raccoons are probably the cleverest, most prolific large mammals, and they thrive in all but the densest city neighborhoods. Opossums, foxes, coyotes, bobcats, skunks, badgers, weasels, and ferrets are additional predators that may exist in your region. Rats are more of a pest, but they can attack chickens at night also. An additional problem in cities can be posed by neighborhood dogs; whoever said that "good fences make good neighbors" certainly had it right.

It is important to know what predators you may be up against. It is one thing to make a coop raccoon-proof, but if you live in bear country this may not be enough. If you have problems with rats or anything in the weasel family, these animals can squeeze through impossibly small spaces. You may not even know there is a space between two boards on your coop until one of these creatures finds in and you learn the hard way by losing some hens.

There are two keys to predator-proofing your coop: strong construction and no gaps. Strong construction means the coop should be built of thick materials that are not easily torn off or chewed through by a determined animal. If you buy a prefabricated coop that appears to be pretty flimsy, you may need to improve upon it. For example, you could cover weak parts with another layer of scrap wood. Paint the whole thing nicely if you are worried about aesthetics. Give the coop a quick visual inspection every few days, because an animal who starts chewing a hole may continue the job another night.

Gaps can be tough to spot, but you need to become good at finding them before predators and rodents do. Examine any places where boards come together or where wire from a run is joining the coop. If you see even a half inch gap, tighten it up with some extra screws. Wherever wire joins wood, use heavy duty staples at frequent intervals; raccoons can pull out lesser staples.

Make sure nothing can dig in underneath the coop or run. I leave one door in my chickens' coop that I can open and close to clean it, and this is tightly secured by its locks. Two small exterior

windows are protected with poultry wire, which is stapled inside the coop. The only open door to the coop faces into the primary run area, which is tightly enclosed by poultry wire with half-inch mesh.

Rats got into my run before I realized that I had left a small gap near the ground. Once I sealed it, they disappeared. I stopped their tunneling underneath by hammering in 6-inch tall plastic landscape edging around all sides of the run (I hammered it all the way in). After much tweaking and tightening, I think the only creatures that could find their way into my coop and run now would be the smallest of mice, and I have not noticed any sign of them.

Easy to Clean Coops

The main work of cleaning a coop involves scooping out all the old bedding and manure, which I do once a month. You can use any carbon-rich mulch material as bedding, including leaves, straw, sawdust, or shredded paper. If you use a thick bedding layer at the bottom of the coop, and cover fresh poop with a handful of bedding material every few days, the coop will not produce many odors. Having some vents or an open window screened with predator wire (weather permitting) also helps with odor control.

The other necessary function is having a wide door that you can open to scoop out the waste material. I have seen a few coops with a bottom that slides out for waste disposal, but scooping it out does not take too long either. When you open the door to clean out the coop, you need to be sure that no perches or wire mesh floor base prevent you from scooping out the waste. My chickens' nighttime roosts are in the way when I clean, so I remove the screws that fasten them, take out the roosts, and re-install them after I have finished cleaning.

Lifespan of your Coop

If your coop is well-made of quality materials, it can last for many years. You can extend this by painting or staining the coop. Even if it already has a coat of paint, you might find it will need more coats. My chickens' coop is right below a large tree which drips water on it, so I had to do more than just paint the coop. I covered the whole top with roofing material, which has helped save the wood and cut down on leaks inside. Cheap hardware, like latches, tend to rust quickly also. Keep an eye on this and replace them as needed.

Visual Appeal

The coop needs to fit into your yard and life. For some people, the visual appeal is not a big deal, and this is especially true if no windows or neighbors look out on it. However, if your coop needs to be a focal point in your small yard, you may want it to look more like a gingerbread house than a converted shoe cabinet. There are many beautiful hand-crafted coops available as well as plans for making your own. By the same token, there are some pretty scrappy looking coops out there, too. At the end of the day, the final paint job can make even a moderate design look a good deal snazzier.

Transitioning Chickens to a New Coop

When I first got chickens, the chickens arrived in my backyard before I had finished building their coop. It was summertime, and relatively warm, so I placed some very nice perching sticks above their run area and covered the area with plywood for privacy. If you were a chicken, this would seem like a great place to spend a few summer nights until your coop was ready. Nearby, I placed an old bookshelf which I filled with straw that they could use as a nesting box to lay eggs in.

But they had their own ideas about this arrangement. The top shelf of the bookshelf was higher than the roosting perch and they noticed this. The chickens ignored the perch I built them and roosted on top of the bookshelf with their toes curled over the edge. They also ignored the "nesting box" on the shelf and instead laid eggs in the plastic pet carrier that they had arrived in (which I had left there after one chicken laid an egg in it thirty minutes after arriving). Despite my best efforts at planning, they had their own ideas about how to use the furniture.

When the coop was ready (complete with high roosts and nesting boxes), I put it on top of their run area, connected it with a ladder for easy access, and opened the windows so they would have enough light to see inside. But they refused to sleep in the new coop, continuing to roost on top of the bookshelf outside. When I took the bookshelf out of their area, they started sleeping on an outdoor roosting dowel on the top of the coop ladder. This is a good spot for sitting and resting during the daytime, but it is not even covered at night.

So I went to a fishing supply store, bought a small landing net, and caught each of my new chickens in the net one evening. I put them all in the coop and locked them in for the night, returning to let them out the next morning. After three nights of this, they became used to the coop, and started going inside every evening by themselves.

Some wooden dummy eggs in the nesting boxes helped them realize what these places were for. Since then, I have had other groups of chickens that also rejected the coop until I caught them and made them spend a couple of nights in there. Call it a hazing ritual for new chickens.

Chickens are predictable creatures for the most part, but they find small ways to be self-determined. For example, my current crop of hens will not use the three beautiful nesting boxes attached to their coop; they prefer to hollow out a nesting space in the straw on the floor of the coop (which is lined with straw bedding to catch their droppings). Because their nest is on the opposite side from where they sleep (away from the poopy side of the coop), I let them have their way and lay eggs there. Even though they have to stand in line and wait their turn to lay eggs in the floor nest each day, they have made it their spot.

Chapter 4: Feeders, Waterers, Nesting Boxes, and Roosts

In this chapter, we cover several required items. You will find out why they are important, where to get them, and how to place them in your coop or run space.

Feeders and Waterers

Chickens need to eat and drink. Feeding them can be as simple as scattering their food on the ground. But feeding and watering them every day is a chore and that is made far easier by placing more than a day's worth of provisions in their run area.

Any plastic or metal container can deliver either food or water. But bear in mind that it will be pushed, pulled, scratched, and landed upon, so a feeder either needs to be secured in place or it must be large enough that it won't tip over. You can put feeders and waterers indoors in a large coop, but they take up a lot of space and make quite a mess with spilled food and water. I tried this for about three days and then moved them back outside.

Waterers are the most difficult to keep clean, because dirt gets kicked in them every day. I like to put both the feeder and waterer on top of cinderblocks, which cuts down on the quantity of material that gets kicked up there by chickens scratching on the ground. I also place them on opposite sides of the covered run area, so that no food gets into the water and wetness cannot spoil the food. Another idea is to hang them at an appropriate height. Assuming you have some high supports capable of holding some serious weight, this is a great way to gain a few more feet of ground space in the run area as well.

There are many types of poultry feeders and waterers you can buy, starting at less than \$10. Some of the simpler waterers and feeders have some similar designs, so it is even possible to buy two of the same thing, filling one with food and the other with water. A good local farm supply or feed store will sell most of these types and they are available online as well.

The simplest option is a plain metal or plastic pan which you fill with water or feed. It may have a bracket on the back so you can prevent tip-overs by securing it to a fence, pole, or other part of your coop or run. Another design is a covered version of this pan with holes on different sides so different birds can eat or drink from it together. These feeders can be round or rectangular. The cover helps prevent birds from perching on top and fouling their food. This design is used frequently for chick feeders.

A larger feeder allows you to add more food at once and support more birds. A common design for these is a bucket feeder. You can even make one yourself. The basic concept is an overturned bucket on top of a wider dish. When the bucket is filled with feed, it spills out through holes at the bottom, onto the dish where the chickens can eat it. As the food on the dish is eaten, gravity sends more of it down through the holes.

The bucket-style feeder comes in several sizes with larger models able to hold up to 30 pounds at once. For perspective, a laying hen eats 4-5 ounces of food per day for about 8-9 pounds per month. This bucket feeder design also is used for waterers, most commonly from 3-5 gallons. Even though that is a lot of water, and it will last most small flocks for a few days, the water in the tray below usually gets pretty dirty within a couple of days.

These waterers need a swish or two every couple of days, which removes the dirty water as fresh water flows from the bucket to replace it. Fresh water is very important to chickens, which will stop laying pretty quickly when their water gets fouled. A few websites where you can see the

you are never 100% sure what you are getting, but eBay sellers aim for quality to preserve their feedback and reputations.

To hatch eggs, you need an incubator. Incubators keep eggs warm at the same temperature (99.5 degrees) as a mother hen sitting on them. It takes about 21 days for the chicks to pop out of their shells. During this time, the eggs need to be turned three times a day, so that they stay universally warm rather than being cooked on one side and frozen on the other. Either you can turn them manually or you can buy an incubator that includes an automatic egg turner.

There are many different incubators on the market, but you can ignore the expensive ones built for commercial use. What you probably need is a small one that can keep 6-12 eggs warm at a time (however many you are hatching). All of the online hatcheries sell them and you can see some examples at these sites: www.strombergschickens.com, <http://incubatorwarehouse.com>, and <http://www.brinsea.com>. Many poultry supply sellers also offer incubator kits, which can include the incubator, a fan, an egg turner, an egg candler, and other accessories. A large kit may also include a brooder, which you otherwise have to buy or make yourself. Brooders are explained in the next section, which covers chicks.

Getting and Raising Chicks

You can order day old chicks from any of the hatcheries, which is their specialty. Chicks generally cost \$1-\$3 each, depending on the breed and quantity you order. The chicks are sent to you as fast as possible by U.S. mail, but try to find a hatchery in your region of the country to minimize transport time. When they hatch, chicks still have a three day supply of yolk in their bodies, so they do not need to eat during this time.

Most hatcheries have a minimum order size of 10 or 25 birds, since this body heat maintains an adequate temperature and humidity in the box. However, at least one hatchery offers a smaller minimum order size: try <http://www.meyerhatchery.com> or <http://www.mypetchicken.com>. Perhaps you can split a larger order with some other folks or else sell off the extra chicks (or pullets that you raise from chicks). Your local farm or feed stores may sell a few popular breeds of chicks as well. Ask them about the hatch date so you know how old the chicks are; they be a few days or a few weeks old.

To raise young chicks, you will need a brooder. The brooder is a warm place where the new chicks can stay for their first few weeks. The brooder has a heat source to keep chicks warm (usually a light bulb) and a box or container where they can stay during this time. Chicks need this extra warmth for their first three weeks or so. At 3-4 weeks of age, you can start transitioning the chicks into an outdoor coop and run by letting them spend a few warmer hours there until you move them permanently.

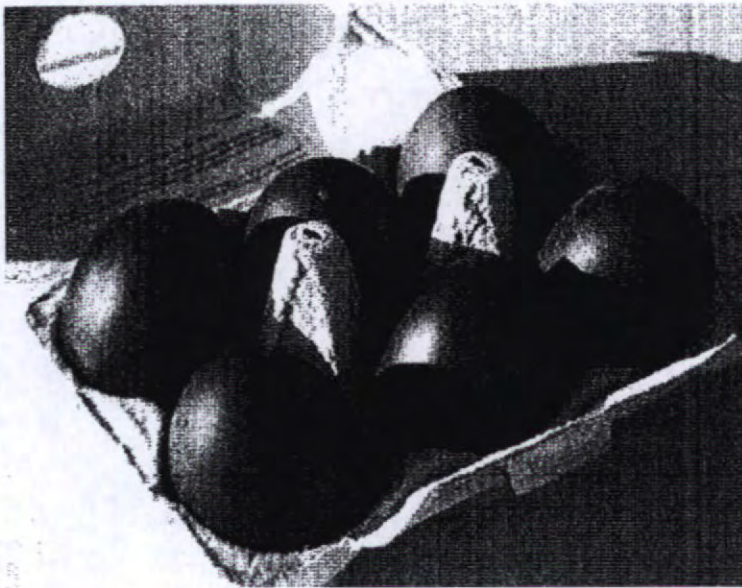
Brooder kits are sold by the same online suppliers who sell incubators (see above). If you would like to make your own, head to Google or Yahoo and try an online search for "brooder plans". Last time I looked on YouTube, there were a couple of instructive videos as well. If you make your own using a light, do not forget to put a thermometer in the brooder also so you can regulate temperature by moving the light in and out.

about 100 pounds of feed to raise one hen from the day she hatches until she starts to lay eggs. When you buy chickens as pullets, they can live in the coop and be treated just like adult chickens, meaning that they are fairly independent. Most will begin laying eggs at 5-6 months of age.

Hatching Eggs

You can order fertile eggs online or obtain them locally from someone who breeds chickens. Often, you will see postings on Craigslist or in online poultry forums when someone has extra hatching eggs to sell. Occasionally, people even give away extra eggs. But it takes a great deal of care to harvest and care for hatching eggs, so most breeders are in it for a few well-deserved dollars. Also, there are not many roosters in urban areas (for good reason!), so fertile hatching eggs are pretty rare unless you drive out to the countryside.

The price of hatching eggs mostly depends upon the demand for a particular kind of chicken. For example, you can expect to pay more for French Copper Marans than for White Leghorn eggs. This is because the former is a rare variety that produces the darkest brown eggs of any chicken (they look like dark chocolate eggs and are prized by gourmet chefs). On the other hand, Leghorns are one of the most common commercial egg layers, producing most of the white eggs you see in supermarkets. Here is a picture of some Copper Marans eggs. This breed is covered as one of the exotics in my e-booklet entitled *Best Chicken Breeds*, which is available on Amazon.



The best selection of hatching eggs may well be found on eBay (www.ebay.com). I recently ran a search for "chicken hatching eggs" which returned over 400 results. I think you could find eggs for nearly any kind of breed on here. Of course, you are dealing with mostly amateur sellers, so

different styles are www.randallburkey.com, www.strombergschickens.com, and www.mypetchicken.com.

The one kind of waterer that stays out of the dirt is a nipple waterer. This is commonly used in commercial chicken operations. Chickens touch the nipple to get a few drops from a hanging container and it never gets dirty or wastes water. I have tried these but cannot get my chickens to switch. Perhaps the change needs to be made when you get new chickens. The Avian Aqua Miser site sells these waterers as well as DIY kits to modify your own bucket with a nipple (<http://www.avianaquamiser.com>).

Automatic Waterers

There are several types of automatic waterers also, which are attached to a garden hose. These can either flow as a continuous fountain (which is more wasteful) or be controlled by means of a float switch like the one in your toilet tank. The latter design turns on the hose flow to fill the drinking dish and turns it off once the dish is full. I have seen a few of these online (at poultry supply sites like those listed above) and one local feed store sells a handmade version that looks like it should work just fine. You probably could make your own with a plastic container, float switch, hose fitting, and hose clamp.

Automatic Feeders

I now use what I consider to be an automatic feeder, which is the Chicken Tender Feeder. I bought it on eBay and it has been one of my best auction purchases. The Chicken Tender does not release food on a timer, though I have seen these for sale also. This feeder is closed to the outside world until a hen jumps on the feeder step, opening the feed door so she can eat her fill. I like this feeder because it holds 35 pounds in the hopper, which fills the eating area by gravity.

It also prevents any rodents from getting in because they are not heavy enough to open the door. Of course, the chickens still manage to spill some, so any rodent who got into the run probably could eat its fill, but it would not get into the main feed supply. Best of all, I no longer have to check the food supply daily or even weekly; this keeps them going for quite awhile. At the time of this writing, the following site (www.coopsmore.com) was selling versions with capacities of 20, 35, and 70 pounds of feed.

Nesting Boxes

A nesting box is a cozy space where a hen can go and lay her eggs. Nesting boxes generally are closed on three sides for privacy and they can be filled with some bedding material like straw, sawdust, leaves, or shredded paper. The chickens will move this around until they have it how they want it. You also may want to consider lining the bottom of the nesting box with plastic because occasionally an egg will break and cause a mess. You *do not* want that rotten egg smell around, so the easier it is to clean a nesting box, the better.

Most coops come with 1-3 nesting boxes already installed, so you do not have to add anything. If you are building your own coop, this is one addition you can't forget. Usually, nesting boxes are

attached to the coop wall with a door you can open from outside to harvest eggs, though the boxes also can be attached to a wall or fence. They should be raised off the ground with an easily accessible perch (such as a dowel or shelf) as a top step outside. Nesting boxes measure somewhere around 16-18 inches wide on each side and 20 inches tall. This is the perfect size for a laying hen.

Then again, you might build three beautiful nesting boxes like I did and have your hens prefer to lay their eggs on a floor nest of their own design. Hens also will nest in a five gallon plastic bucket that is left on its side and lined with a few inches of bedding material. Make sure it is wedged in or fixed to something so it doesn't roll around much. And preferably, it should be raised off the ground somewhere.

Roosts

As I mentioned earlier, chickens need some perches to sit and roost on. The most important furniture in your coop is a roosting bar or two. A one-inch thick dowel, branch, or stake placed across the inside of the coop is perfect. Make sure it is sanded enough so as not to create any splinters. It should be placed pretty high up, and it should sit right above where you want them to poop (certainly, away from the nesting boxes). After all, chickens do about half of their pooping at night so you will capture a lot of manure from the coop.

The base of the coop should be filled with carbon-rich bedding such as leaves, straw, sawdust, or shredded paper. Ideally, this catch area will be low enough below the roosting bar so that you do not have to clean it out more often than once a month or so. If the pile starts to stink before you scoop it out, throw another layer of bedding on top of the manure.

Chickens also appreciate having additional perches in the run area. They can rest on these during the day. Dowels, garden stakes, or branches about one-inch thick work very well.

Chapter 5: Getting Chicks or Chickens

You can obtain chickens at any phase of their early life: as fertile eggs, chicks or pullets (teenage chickens). If you buy fertile eggs, then you need to incubate and hatch them. You can also buy young chicks to raise or you can buy pullets that are ready to begin laying. For more information on chicken breeds, and which kind may be best for your needs, please see the "Learning About Chicken Breeds" section in the Resources section at the end of this booklet. There is also more information about the quietest chicken breeds in the "Quiet Kinds of Chickens" section of Chapter 9.

Raising chicks is a lot of fun and especially worthwhile if you have kids. But if you are a busy person with limited time for your new chicken hobby, or if you can't wait six months for eggs, I recommend you start with pullets. If you are getting just 3-4 hens, then buying pullets probably will save you money over raising chicks.

Raising chicks includes an up-front cost with the incubator and brooder equipment, which only pays for itself if you use it for a larger quantity of chicks. Also, consider the fact that it takes

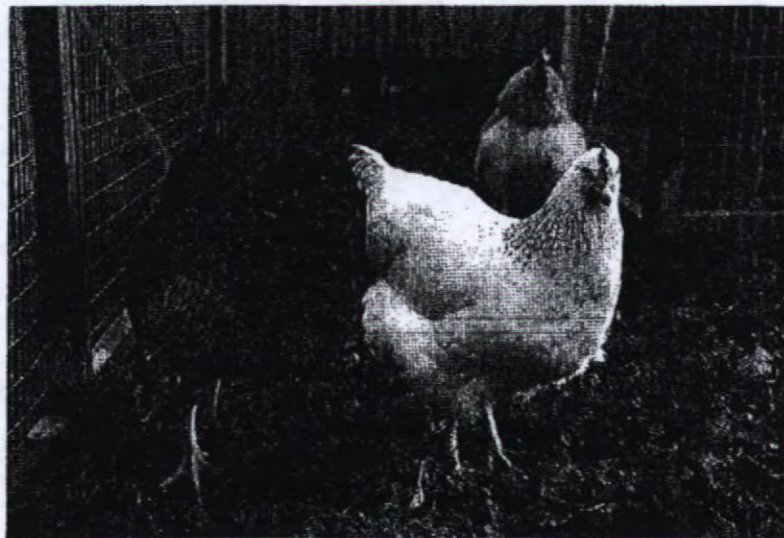
Hatcheries have three main ways of "sexing" day old chicks to determine their gender. First, there is a way that experts can squeeze the poop out of them (do not try it at home) to see if there is a bump inside that indicates the chick is male. Second, there is a difference with the feathers on some breeds that trained experts can detect.

Third, Red Stars, Black Stars, and any other so-called "sex link" chickens are bred so that males and females have different coloring right away. This is how hatcheries are able to sell you day old female chicks, male chicks, or "straight run" (as hatched) chicks, even though I just told you that normal people (you and I) cannot determine a chick's gender for several weeks.

Getting Pullets

Chickens begin to lay eggs at 5-6 months and enter the prime of their egg-laying abilities pretty quickly. Their first year of laying will be extremely productive, and their production rate will gradually decline after that. So if you are going to buy chickens, it makes the most sense to get them as pullets (young hens less than one year of age). Pullets are widely available and you probably can find some in your local area by checking classified ads (try www.craigslist.org) or asking if a local farm or feed store has pullets. Some hatcheries also sell them via online orders and can ship the pullets to your home, but you are better off finding some locally.

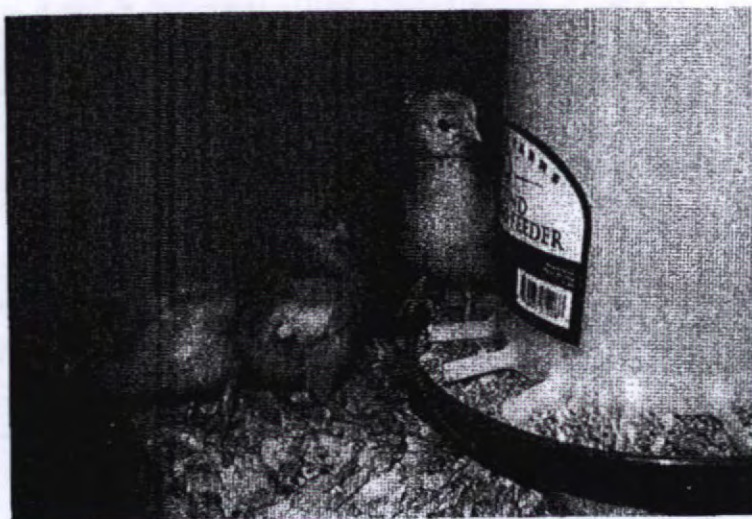
Pullets usually cost around \$10-\$25 per bird. When you think of the time and energy that goes into raising chicks, not to mention the cost of feeding each bird until it starts laying, buying pullets is a pretty good deal. Next time you are in the supermarket, see what they charge for the highest quality organic eggs, and realize you will be saving that much for every dozen that your hens lay (less the cost of any feed and supplies). Since I am busy working each day and keeping chickens is a very part-time hobby for me, I can tell you that buying pullets is my preferred, lazy person's method of obtaining chickens. Here is a picture of some pullets.



As a general guideline, keep the temperature in the brooder at 90-100 degrees for the first week and then decrease it by 5 degrees each week. The most effective method of setting the right temperature is to watch where the chicks gather. If they gravitate to the outside of the brooder area, the heat source is too hot. If they cluster near the exact center, it is too cold for them and they need more heat. Ideally, they will be somewhere in between, close to the heat source but not fighting each other for room at the exact center.

You will need a chick feeder and waterer also, which are easily obtained at a farm supply or feed store (see the previous section for more information on feeders and waterers, the smallest of which work fine for chicks). Feed young chicks with Starter Feed for the first 4-8 weeks (until they will eat pullet or adult feed, usually once they get some feathers). Always keep enough food and fresh water in the brooder.

You can line the brooder with cardboard or newspaper and cover this with a thin layer of bedding such as shredded paper, straw, or sawdust. Some people love pine or cedar shavings because of their fresh scent, while others claim that these aromas are toxic to young chicks. Aspen or hardwood shavings may be more reliable if you can get them. Be ready to scoop out and replace the bedding regularly as it gets dirty. Here is a shot of some chicks in a brooder box with a feeder.



Predictably, some chicks will be female while other will be male. Roosters have no place in urban yards, and are not needed for egg production. They are loud and obnoxious, offensive to neighbors, and banned by many local ordinances. Initially, all chicks will look about the same, and it is not until their combs and wattles start to fill out around 4-6 weeks that you will be completely sure about a young bird's gender. So you can try to sell the roosters or give them away. Hatcheries kill most of them, because most people want hens.

What to Do With Old Hens

This may be the most difficult question of all. After a year, laying hens start to decline in production. You may be satisfied with the number of eggs you still get for a second year...perhaps even a third year. But at some point, you must face the fact that your hens are eating the food but not producing at the same clip. Chickens live from 8-15 years and perhaps even longer. So at some point, you must decide to keep them as pets and start buying your eggs again, or else get rid of your aging hens.

Getting rid of the birds is tough to do, but it is a necessary step if you are serious about continuing to produce eggs from a small backyard flock. Also, it is tough to find anyone who wants your older hens. One strategy is to keep "dual-purpose" (good egg laying and good meat) breeds like Rhode Island Red, New Hampshire Red, and Barred Rock. You know what I have to say next: either you slaughter them yourself and turn them into dinner or else you give/sell them to someone else who will do this. I will not provide instructions on slaughtering a chicken, but I think you will find plenty of information about this online.

Keep this in mind: a lot of us treat our animals like cuddly pets and think of them that way. But on a farm, every creature has a purpose and usually turns into meat of some sort. Farmers need to make business decisions about animals, so there is a level of detachment to their decision-making that a lot of us cannot appreciate. As we have become more urbanized and moved further away from nature, we have forgotten where our food comes from.

Unless you are a strict vegetarian, you are paying someone else to raise and kill your meat. I am not telling you to slaughter your chickens for dinner, but I think it is healthier for us to get closer to our food sources. If this is what you decide to do, I will respect you for it. Just make sure that no city or county ordinance forbids animal slaughter...and that no neighbor sees you do it.

Another strategy is to sell or give away your chickens while they are still in their egg-producing prime. This method costs a bit more, because you are buying new chickens more often, but it is easier to get someone to take a 1.5 year-old ("18-month old") hen than a 3-year old. This is my preferred method of moving hens out, so I start asking around at about 1.5 years to see if there are any takers. We donated our last batch of egg layers to a local school, which was delighted at the number of eggs these hens were still laying.

As soon as the previous hens are gone, I start looking for new hens of the appropriate age and breed. This break gives me time to clean up the coop really well, perform any small repairs, and make sure that everything is predator and rodent-proof. Then I get some new pullets and start over. I wish I had a farm's worth of space and could keep a larger flock of younger and older hens, but in the space I have, this is the way I have to do it.

Chapter 6: Feeding Your Chickens

Take a drive through the American heartland, particularly the upper Midwestern states, and you will see miles upon miles of corn and soybeans. Corn and soybeans seem to be the easiest grain

and protein crops to grow on an industrial scale, so they make the cheapest food for both people and animals. Commercial egg laying chickens are fed almost nothing but corn, soybeans, and a few vitamin and mineral supplements such as extra calcium for their eggshells. Unfortunately, this is not really a balanced diet, and it is very different from what chickens eat in nature.

Feeding your chickens well means beginning with a good quality feed. You can buy "chicken scratch" which is an assortment of cracked grains and seeds for them to snack on, but scratch grains do not provide them with full nutrition. For this, you need to buy a balanced chicken feed. Several companies make organic feed, which is available at farm supply stores and some pet stores in amounts ranging from five pounds to fifty pounds. Many such stores have bulk bins where you can buy the quantities you need of feed, scratch grains, and other supplements and treats. Here is a brief guide to the terminology used in chicken feed and when each type may be most appropriate.

Choose the Right Feed for the Age and Purpose of your Chickens

Starter Feed: This is finely ground food which is appropriate for chicks. Do not feed "adult" or "layer" feed to chicks, since it has a higher mineral content to support egg laying birds. Chicks should be fed starter food until they are 4-8 weeks of age; as soon as they will eat pullet food or adult food, you can start them on it. Chick feed is sometimes called "grower" feed, but this term is also used for pullet food, so make sure you know what you are buying.

Pullet or Grower Feed: From 4-8 weeks of age until hens start laying, some people feed them pullet rations while others just use an adult feed. Pullet feed is sometimes called "grower" feed, but since this term can be used for chick starter feed also, make sure you are buying the right food for your chickens' age.

Adult Feed: For fully grown chickens. This does not have additional nutrients to support egg laying. It is appropriate for older non-laying hens or for roosters (though roosters can eat layer feed too).

Medicated starter: Starter feed with a medication added to help prevent coccidia infections. This is the leading cause of death for chicks up until 16 weeks of age. It is picked up from feces, so the cleaner you can keep the chicks' water and living area, the better. Before using medicated starter, find out if your chicks have been vaccinated for this when hatched. Even then, many people choose not to medicate; coccidia naturally occurs in the gut of the chicken and they need to build up an immunity to it.

Broiler Feed or Broiler Rations: This is a formula of feed for birds that are being raised for meat. A more specific version is called "broiler finisher" for the last few weeks before they become dinner.

Size of the Feed

Pellets: The food is ground up and pressed into small pellets, which all look the same. Pellets are easy for most chickens to pick up, but chicks and small bantams should be fed a crumble or mash

United States (as tested by a professional food laboratory). On average, these free range chicken eggs contained (compared with factory farmed eggs): 1/3 less cholesterol, 1/4 less saturated fat, 2/3 more vitamin A, twice as much omega-3 fatty acids, three times more vitamin E, and seven times more beta carotene.

Other studies have confirmed similar numbers. In 1974, the British Journal of Nutrition reported that pastured eggs also had 50 percent more folic acid and 70 percent more vitamin B12 than commercially produced eggs. More studies have found 3-4 times more omega-3 fatty acids in free range eggs. The typical American diet includes too much omega-6 in proportion to omega-3, and many experts blame this imbalanced ratio for high cholesterol and certain chronic diseases. Adding more omega-3 fatty acids to your diet may increase the levels of good (HDL) cholesterol in your body, while decreasing bad (LDL) cholesterol and overall cholesterol levels. Many people with high cholesterol avoid eating eggs, but maybe they should eat more home-raised eggs!

Chicken Treats

What kinds of treats do chickens like? Here is my Top Six list of snacks they gobble up in a hurry:

1. Melon seeds. The seeds from Cantaloupe, Honeydew, Galia, or Crenshaw melons are small enough for chickens to eat. They love pecking up these seeds along with the sweet, pithy material from the center of the melon. Whenever we eat melons, I scoop out the seeds and give them the peels to peck clean also. If you are cooking pumpkins or winter squash, they like these seeds and the stringy inside material also but you need to cut up the seeds first since they are larger. Putting them in a food processor for a few seconds reduces them to an edible size. These seeds are a natural de-wormer and provide healthy protein and oils for the chickens.

2. Small, dark-colored berries. Research studies have demonstrated that dark purple, dark blue, and dark red colored fruits are very high in antioxidants. Chickens need antioxidants to stay healthy, just like we do. I feed my chickens any overripe or spoiled (but not moldy) blueberries, elderberries, cherries, and grapes along with larger fruits in season like plums. They really love the berries and small fruits.

3. Seafood. You need to be very careful with leftover seafood. Obviously, feeding chickens something you found on a beach or in a dumpster involves a lot more risk of pathogens than sharing the leftovers from your refrigerator. Also, a lot of seafood contains high levels of mercury and other heavy metals, which are more concentrated in larger fish. That said, the chickens will quickly gobble up any seafood product from shrimp to anchovies to salmon; surely they must appreciate the protein, fat, and trace minerals. I had never thought of seafood as chicken food until I saw a picture of some jungle fowl (an ancestor of the domestic chicken) in their native environment in South Asia. The picture showed these birds on some rocks at a beach at low tide, picking at the mussels and shellfish. Chickens do love seafood!

4. Sunflower seeds. These are a staple in wild bird food and chickens love them also. The best kind for them, though, is not the large striped seed that comes from sunflowers in most home

Also, if you have a garden and grow lettuce, spinach, chard, kale, broccoli, or any other green vegetable, chickens will eat any leaves you would throw away. If you do not have a vegetable garden, feed them any old leaves of lettuce or spinach from your refrigerator. Wilted leaves or browned edges do not bother them. If you ask at the local grocery stores, the folks there usually will be glad to give away some old cabbage or chard that is past its selling prime. One way or another, get your chickens some greens and you will be amazed at how much they eat!

Third, chickens like fruit. If you have a fruit tree which drops some old fruit on the ground, chickens will clean up the area, leaving less for any neighborhood pests. I usually toss them any blemished fruit from our garden at harvest time. The rest of the year, our chickens get to pick through the trimmings of our fruit. Apple cores, melon seeds and peels, and overripe berries are all big hits with the cluckers. My family eats a lot of fruit, so the chickens get plenty throughout the year.

Chickens need their antioxidants too, so I always make sure to give them any overripe or blemished dark fruit that we have, such as blueberries, elderberries, plums, grapes, or cherries. You can ask about overripe fruit at the grocery store also. But be careful not to feed your chickens anything with mold on it, which can make them sick just like us.

They are very attracted to orange-colored fruits and pumpkins, probably for the same vitamin A and beta carotene that provides our bodies with powerful sources of antioxidants. Melons, mangoes, papayas, apricots, winter squash and sweet potatoes are all chicken favorites. Studies have been conducted on chickens showing that these antioxidants can prevent infections of e. coli and other pathogenic organisms.

Even if you have a limited sized run area and your chickens only get a few bites of bugs and weeds, it will make a big difference. You can give them a more balanced diet by providing them with your kitchen food waste or compost. Chickens love to pick through your compost and peck at what they want, scratching and grinding the rest into the mulch or soil where it becomes great compost. By giving them your compost, you will save food from being thrown away and save money by having to buy less commercial feed for your chickens.

By now, you may be feeling sorry for those commercial egg laying chickens that eat corn and soybeans. They spend all their lives in confined indoor spaces and never even get a decent meal. As soon as you crack open your first home-raised egg, you will see the difference in these chickens' diets. The eggs at the store break easily and have pale lemon-yellow colored yolks.

Feed your chickens a balanced diet and their eggs will be healthier. The shells will be harder to crack from all that calcium, and the yolks inside will be nearly orange with beta carotene and other nutrients. Somewhere around 1/3 of the nutrition that a laying hen eats goes into her eggs, so eating home-raised eggs is like adding some spinach and salmon to your scramble.

The nutritional superiority of free range eggs has been documented in several studies. A few years ago, Mother Earth News (which is a great magazine by the way) ran a study that documented the differences. The study compared the U.S.D.A. nutritional content information for commercial eggs with the free range eggs produced from 14 different flocks in all parts of the

because pellets may be too big for them. The biggest advantage with pellets is that the chickens waste a lot less food than they do with the crumble or mash. Crumble and mash are mostly powder, and when this gets dropped on the ground, it is much less recoverable than pellets.

Also, it saves a little money if you can buy chicken feed in bulk quantities (such as 40 or 50 lb. bags). However, if you have only two or three hens, and particularly if you supplement their feed with kitchen scraps and whatever they can forage, then 40 or 50 lbs might last for six months. Crumble and mash tend to spoil in less time than that, with the oils going rancid, while the size and shape of pellets may preserve them a bit longer.

Crumble or Meal: This is ground-up food, which can appear as coarse as heavy cornmeal or as fine as powder. It's like the crumbs at the bottom of a box of crackers. Research has shown that hens lay most productively when fed in crumble form. However, the biggest downside is that they do spill a lot of it on the ground, which is difficult to recover.

Mash: Ground grains mixed with a nutrient batter. Add a little water or milk and it takes on a wet consistency like oatmeal. Chickens love this, probably more than any other form of food. Just like us, it is easier for their bodies to process wet food than dry food, though it gets all over their beaks and makes quite a mess. The downside is that the ingredients may be identifiable, giving chickens the ability to pick and choose, so a certain amount is wasted.

If you have a choice between different brands of chicken feed, ask to see the ingredient list for each one. Some will be made of corn, soybeans, and a few vitamin and mineral supplements. That provides little more than balanced protein; it does not provide much food diversity.

The kind of layer feed I normally buy is on the opposite extreme, but I think it is well worth a few more dollars. It includes all organic ingredients: corn, soybeans, ground flax seed, dried alfalfa, kelp meal, diatomaceous earth, garlic, juniper berries, and a few more ingredients. It is a whole food because chickens are not only getting their calories and protein; they are getting extra omega 3 fatty acids (from flax), another source of protein and greens (alfalfa), trace minerals (kelp meal), a natural de-wormer (diatomaceous earth), and more. For those opposed to soy, there are some soy-free blends on the market which usually substitute field peas as a source of legume protein (available online, if not locally).

There is nothing wrong with buying feed from large, national brands if those are the best feed sources in your area. I live in California, where Modesto Milling provides the high quality organic layer feed described above. Ask around at pet stores or farm stores in your area to see if there is a regional feed provider with a similar dedication to the chickens' diet. Even if your chicken feed contains mostly corn and soybeans, you can always supplement it by feeding your birds a few goodies. Before I discovered this feed, I used a plainer one, and just made sure to feed the hens plenty of fruits and veggies.

It is very important not to let chicken food get wet, moldy, or spoiled. You can keep it in the original bag, closing it up tightly and keeping it off the ground in a dry place. Alternatively, you can store the grain in a small garbage-type bucket or other storage container. Metal or heavy plastic containers can also discourage rodents, which are good at eating through bags.

Depending on heat and humidity, feed can spoil within weeks or it might last in a dry place over the winter for a few months. The biggest danger is that the oils can go rancid, which become toxic to chickens (and don't forget, you are eating their eggs). When in doubt, throw out or compost any old feed and get some new stuff.

Chickens also need two other supplements that you can buy at your local farm supply or pet store. First, they probably need extra calcium. Oyster shell is a great source of both calcium and trace minerals; you can buy oyster shell that is broken up into just the right pieces for the chickens to eat. Put some in a small feeder near their main food supply or scatter a small pile of oyster shell on the ground in their run. Alternatively, you can reuse their eggshells by washing them out well, microwaving them briefly to remove any pathogens, and breaking them up into small pieces. It might seem weird, but the chickens will eat the eggshells when they need more calcium.

Second, chickens need to eat some small rocks to break up hard grains. The small rocks you need are sold as "grit", which is non-soluble rock of just the right size, usually crumbled granite. This will not dissolve in the chickens' digestive system, providing them with the roughness they need to properly digest hard grains and seeds. Again, you could put some grit in a small feeder, mix it into the main food supply, or else just scatter a pile of it on the ground. Chickens will take what they need, which is somewhere around a ratio of 1/40 (grit/grains). If chickens are only eating commercial feed and no hard grains (such as scratch grains), then theoretically they do not need grit.

If your chickens are fortunate enough to range freely, even in a small yard, they will choose to eat a blend of food that is probably similar to what their wild chicken ancestors consumed. First of all, they will eat bugs, slugs, worms, and anything that crawls. If you are a gardener, this is great news, because your pest population will plummet as soon as you get some chickens. Bugs provide excellent protein for chickens and this immediately cuts down on the amount of feed you need to buy and feed them.

If your chickens do not have access to many bugs, they will need a little animal fat here and there. Some nutrients are only soluble through lipids, and feeding hens an entirely vegetarian diet is contrary to their nature. I give my chickens an occasional treat in this category and try to vary the source; one day it might be spoiled milk or old yogurt, while the next week it might be a few anchovies or a spoonful of cod liver oil in their scratch grain or a few anchovies.

Second, chickens love to eat greens. Young blades of grass are their first choice, and they can eat lots of grass each day. Health nuts will tell you that wheatgrass juice is great stuff to put in your body; a 2-ounce shot packs 70% of your daily allowance of vitamin A, 20% of your daily iron needs, a surprising amount of protein, plus loads of beneficial chlorophyll, enzymes, and minerals. You may not like to drink this stuff, but if your chickens want to eat lots of grass, think of how much more nutritious their eggs will be. Chickens also love to nosh on any other greens. Weeds like dandelion, dock, clover, wild mustard/radish, and chickweed are popular snacks.

Another supplement I have fed my chickens this way is kelp meal. I order small amounts of it online as a soil amendment for my garden. You cannot buy too much at once because it spoils quickly. Kelp meal is ground-up seaweed that provides an incredible array of minerals from the ocean, plus some healthy compounds from the plant itself. Again using the hidden food trick, I mix a couple of tablespoons of kelp meal into some old oatmeal, leftover beans, or something they like to eat.

Chapter 7: Tips for Cold Climates

Cold Climate Tips

If you live in a cold climate, you may have heard that many people overwinter chickens inside their coops. The chickens who lay the commercial eggs sold in supermarkets never see the light of day. I think it is a real mistake not to let your birds out. Even in a cold climate (I once lived in Wisconsin), the weather has to be unusually awful for chickens to want to stay in a coop rather than go outside. They will not freeze to death from going outside during the day. You just need to follow a few tips to help them get through the winter:

1. Make sure their water does not freeze by using a heated waterer. At least two kinds are available online, a standard waterer with a thermostatic heater inside a heated base for a metal waterer, which is good down to 10 degrees.
2. Give them all the food they need in wintertime (including some extra protein and fat), because they will not find as much food outside and they need extra calories.
3. If there is snow on the ground, cover it with a layer of soil, leaves, or other mulch so they can walk without freezing their feet.
4. Put some perches off the ground where they can sit during the day, again helping them keep their feet off the snow or wet soil.
5. For chickens with large combs and wattles, prevent frostbite by rubbing their wattles with a little petroleum jelly (like Vaseline) every few days. Breeds with shorter combs and wattles, which do not stick very far out, are less likely to get frostbite.
6. Insulate their coop. Sheets of Styrofoam, a few well-placed straw bales to block the wind, or some old moving blankets lining the walls will help take off the chill. Some people install a light bulb in the coop and keep it on, which can add a small amount of heat (just make sure it does not start a fire). A pet's heating mat is another option. Other chicken keepers insist the chickens can keep themselves warm, even in a cold climate, without any insulation or heating in the coop.
7. Some cold climate gardeners use a greenhouse as a run area in the wintertime. Any unused shed, carport, or garage space could be used also, but be prepared for them to foul it up. This only succeeds when you are able to cover the ground with deep mulch/bedding that can be removed for cleaning, such as straw, leaves, or sawdust.

Chapter 8: Health and Safety

gardens. These are too large and hard-shelled for my chickens, though perhaps the largest breeds can handle them. A smaller type, called a black oil sunflower seed, is sold for bird treats in feed stores. Chickens love black oil seeds, which contain plenty of vitamin E and some key minerals. I give them more seeds in the wintertime, when they burn additional calories staying warm. If I mix black oil sunflower seeds with any other seeds and grains, the chickens never fail to eat these first.

5. Old milk or yogurt. Milk products contain calcium that laying hens need (to make eggshells), so this is one way to give it to your birds. Even sour milk, which is spoiled by a day or two, is a big treat for them, as is any yogurt, cottage cheese, or other dairy product. Chickens cannot handle too much fat, and this is a rich food that would be rare in their native environment, so moderate amounts are best. Also, milk will not provide them with enough protein, so this is a supplement only, not a substitute for their normal food. My chickens usually spill a lot of milk, so I have started mixing it with some whole grain flour or cornmeal first, letting this soak up the liquid first, and then giving them this paste to eat. It always disappears pretty quickly.

6. Soaked or sprouted grains. Like us, chickens assimilate wet food into their bodies better than dry food. Eating some dry grains and drinking water works fine for them, but a nice treat for chickens is to soak their grain in water or milk first and then let them eat it like a cereal. Sprouting grains is an even better idea.

To sprout grains, cover the bottom of a bowl or jar with a few handfuls of grains like wheat, barley, rye, or oats. Soak the grains overnight, pour off the water, and then cover them with a wet paper towel. Rinse them once or twice the first day. As soon as you see a short sprout tail on most of the grains, rinse once more and then feed it to the chickens. Sprouted grains have more protein and less starch than dry seed grains, are rich in enzymes, and their nutrients are easier for the body to absorb. The last time I fed three hens some sprouted barley, they rewarded me with a dozen eggs over the next four days!

Hiding Their "Medicine"

Just like human kids, it is difficult to get chickens to eat some things we want them to eat. One example is flax seeds, which many feed stores sell. I think everyone probably knows that flax seeds are a great source of omega-3 in the human diet. Feeding flax seeds to chickens really boosts the healthy omegas in your eggs. There is only one problem: chickens will not eat flax seeds unless there is nothing else left to eat. This food is really low on their list of culinary preferences.

The only solution, if you are not fortunate enough to have a commercial feed that includes flax seeds, is to give them ground flaxseed meal and mix it into something they like to eat. Buying flaxseed meal is more expensive and you may have to get it in a human grocery store, but a little goes a long way. You can grind these seeds yourself, but they are very hard and sticky; you probably are better off buying the flaxseed meal instead. Mix it with a little milk and cornmeal, so they have to eat the whole mess, and they won't be able to avoid the flax.

It is no fun to lose a chicken. If you keep chickens for awhile, you probably will lose one sooner or later. The only thing worse than losing one is losing *all* your chickens to a predator that gets in the coop or to some infection that wipes them all out (though diseases on this scale are very rare). Fortunately, you can greatly reduce the risk of both problems by taking some simple precautions. This is not rocket science, and we have been over most of it already in this booklet, but I want to emphasize how important it is to protect the health and safety of your chickens.

Safety from Predators

Most predators hunt at night, when chickens are asleep in the coop. So preventing predator attacks should be as simple as having a well-made coop with no gaps or weak spots for predators to exploit. Depending on your location, possible predators may include raccoons, foxes, coyotes, bobcats, skunks, opossums, weasels, ferrets, and even rats. During the daytime, neighborhood dogs and hawks (especially with chicks) are probably the worst attack candidates.

For most urban chicken farmers, the most formidable foe you will face is a raccoon. Raccoons live in most parts of North America, they are big enough to kill and eat chickens, and they are smart enough to crack the locks on a Swiss bank vault (well, maybe not quite that crafty). Raccoons can separate flimsy panels, rip out poultry wire that isn't attached well, and open door hardware. But you should not have any raccoon problems if you build your coop out of strong materials and seal it shut either by locking the door or enclosing the coop in a run covered in poultry wire.

Raccoons, skunks, opossums, badgers, rats, and voles are all proficient diggers, though some are more determined than others. If you use poultry wire fences as a barrier, make sure to also line the bottom for at least a couple of inches on each side. As I wrote in an earlier section, rats were tunneling under my coop until I hammered in some heavy duty six-inch tall landscape edging all around the perimeter. I have not had any rodent signs since then. Rats can be classified as both pests and predators, because they have been known to attack sleeping chickens in the coop. More often, they just want the chickens' food, but you do not want them around either way.

To prevent nighttime predators, I have four more suggestions. First, feed the chickens any kitchen scraps or treats in the morning, so these will be long gone or buried deep in the mulch by evening. If you compost your wastes, use an enclosed compost bin or tumbler instead of an open pile. Food smells certainly seem to attract more critters at night.

Second, consider investing in a motion-activated light near the chicken coop. Some nighttime prowlers will be scared off when the light turns on. I have a solar-powered LED light near my coop and, since I installed it, I have noticed less signs of scratching in the soil around the coop (probably from skunks or opossums).

Lights do not seem to bother raccoons, but none have managed to break into my coop and they appear to have stopped trying after the first few failed attempts. Of course, raccoons still come around our place, and a couple of times have gotten into the compost, making quite a mess each time. Another attraction in dry weather is water; I awoke one night to strange sounds and found a

raccoon dipping in one of our rain barrels. I have heard stories of them swimming in peoples' backyard pools. A former neighbor saw a raccoon climbing the window screen outside her kitchen; she turned the kitchen sink sprayer on it to shoe it away, but instead it stopped climbing and stayed there while she doused it. They really do like getting wet.

Third, tighten everything up in your coop (and run, if the coop is open to the run at night). Weasels and their kin can slip through very small spaces and kill all your chickens. And rats can get in just about any hole, though I think I have them beat with the half inch wire mesh. Cover any gaps, put in a few extra screws to tighten your defenses, and make sure the door locks require a high IQ to open.

Fourth and finally, cats can make short work of a rodent population. And owls prey on just about all of the predators mentioned above (at least, when they are juveniles). It may be hard to get an owl to take up residence, but you can get a good hunting cat. Cats do not tend to bother chickens. If you live in an area where bears or mountain lions are vexing your chickens, then you probably already know more than I do about defending against them.

Keeping Chickens Healthy

Despite the best planning and care, all animals get sick on occasion just like we do. Feeding chickens a balanced diet and keeping their area as clean as possible are probably the best ways to ensure their overall health. Below is a list of some common ailments for chicks and chickens. For a longer list of chicken diseases and treatments, including pictures to help you diagnose symptoms, Try the AvianWeb site and select the page on "Chicken Diseases" (<http://www.avianweb.com>). For serious illnesses, take your chickens to a veterinarian.

Chicks: Pasty Butt. If you are raising young chicks, watch out for pasty butt for the first few days. This condition causes their poop to stick to their bottoms. It can block them from being able to poop again, so this can kill them if left unchecked. All you need to do is wash their bottoms. Use a washcloth and some warm water to gently remove the poop and clean them up. Dry them off before returning them to the brooder.

Chicks: Coccidiosis. The Coccidia parasite naturally lives in the guts of chickens, but early in their lives, chicks have not built up an immunity to it. Coccidia can kill chicks. You will know they have it when their droppings become bloody, and they usually go downhill from there. Chicks pick up the parasite from feces, so the cleaner you keep their living area and water, the healthier they are likely to remain. Some hatcheries will offer to vaccinate day-old chicks for cocci (as well as another serious disease called Marek's). Anticoccidial drugs are available from veterinarians or you can feed your chicks medicated starter food, but most people choose to take the risk and lay off the extra medications. After the first 16 weeks, they should be out of this danger zone.

Chickens: Eggs Breaking Early. To make well-formed eggs, chickens need fresh water, a balanced diet, and plenty of calcium for the shells. Occasionally, an egg will break during laying or beforehand (the chickens usually will eat it, but you will need to clean up the rest or else face a terrible smell). Lack of calcium is the usual culprit for broken eggs. Give them more calcium

Most chicken laws were designed either to protect public health, prevent animal cruelty, or both. The majority of them are overly restrictive, because they were written many years ago when people did not understand public health risks very well. With the more recent movement toward locally-produced foods, and the sharp increase in the number of people keeping backyard chickens, cities all around the United States and the developed world have been forced to reexamine (and in some cases, rewrite) their laws to permit people to keep a limited number of chickens for egg laying.

Normally, laws that restrict chicken keeping in your city or town are located in the city's municipal code, having been created by an ordinance enacted by a city council or board of aldermen. Whatever restrictions they have should be located in the public health or nuisance law sections of the code. You can read the city code on the city's website, ask for a copy of it at a local library, or go down to city hall and ask someone what restrictions they have on keeping chickens.

In unincorporated areas, the county governments may create some similar laws, though these tend to be more restrictive in the most densely populated areas. In general, there are six different kinds of restrictions. Some cities will only restrict one or two of these things, while others have chosen to make life more difficult. You can see an informal list of user-supplied chicken laws on the City Chicken website (<http://thecitychicken.com>, click on "Chicken Laws"), which also has other helpful resources for anyone getting started with chickens.

1.) **No roosters.** Many city ordinances ban roosters, which is fine, because hens can produce eggs without them. You don't need a rooster. They're beautiful birds, but are just too loud near neighbors.

by increasing the amount of oyster shell you feed them (or just put a few cupfuls of oyster shell in their run that they can peck up as needed). You can also wash old eggshells (from eggs you have eaten), put them in a bag, and smash them with a hammer until the pieces are about the same size as wheat grains. It may seem weird, but chickens will gladly eat their own eggshells again for calcium.

Chickens: Cropbound. Chickens have an organ called the crop inside the base of their necks near the breast. When they eat a lot of food, their bodies store some of it in the crop for later use. When a chicken has eaten a big meal, you can see this organ expand just below the neck. Occasionally, the food will be stuck in the crop and the chicken will stop eating. If this happens to one of your chickens, give it a few ounces of warm water with a tablespoon of olive oil. Hold the chicken and gently massage its crop area to get things moving again. This should cure all but the most serious cases, which require surgery.

Chickens: Mites and crawling insects can be reduced or eliminated by dusting the coop and nesting boxes with diatomaceous earth (DE). DE is a white powdery substance made from the fossilized bodies of small organisms. It is mined from ancient deposits and is entirely natural. DE poses no danger to people or chickens (unless you breathe enough to irritate your lungs). On the other hand, it kills bugs, whose exoskeletons are pierced by the sharp edges of the DE particles. The bugs then dry out and die.

Food-grade DE can be mixed into grain to keep any weevils or other bugs from becoming an issue. Dust the coop with it and mix a couple of cupfuls into your chickens' feed. Some DE proponents believe it also prevents intestinal parasites, though research studies so far have not demonstrated this. At the least, DE protects the grains and provides a little more calcium in a chicken's diet.

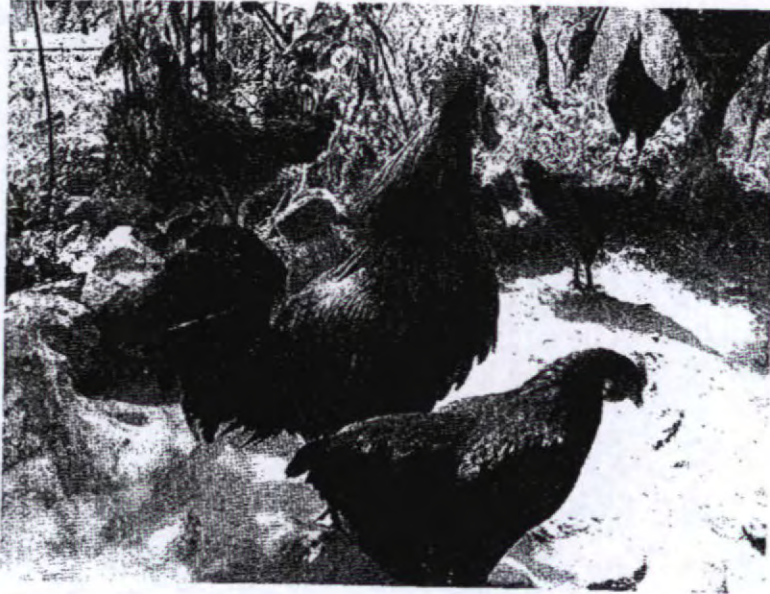
Again, for a longer list of chicken diseases and treatments (including pictures to help with diagnosis), the AvianWeb site (<http://www.avianweb.com>) should be helpful.

Chapter 9: Dealing with Neighbors, City Chicken Laws, and Other Urban Challenges

There are many reasons we choose to live in cities and suburban areas. Many of us need to be close to our jobs, our families, and various urban resources and amenities. Some of us feel most comfortable with an urban or suburban culture. There are many benefits, and some downsides, to living in densely populated areas. One trade-off, for backyard farmers, is that our activities are more restricted than they would be in the countryside. If you lived in the sticks, the nearest neighbor might be five acres or five miles away, while the local government would expect you to be using that land for agrarian activities like raising chickens and growing some of your own food.

Chicken Laws

Let's talk about chicken laws first. The good news is that most cities and local governments have laws which allow people to keep a limited number of backyard hens. The bad news is that there may be some additional restrictions.



2.) **Number of hens.** In some cities and towns, you are limited to keeping only two or three chickens in your yard, while others allow their residents to keep as many as 10 or 25 chickens. Still others cap the number pretty low, but allow for the possibility of additional chickens if a person obtains a permit. The permitting systems in many places are jobs programs, since the fees cover inspection costs, and this cycle self-perpetuates the need for more paperwork and bureaucratic hassles. But when it comes to chickens, some cities have smaller average lot sizes than others, and they may want to ensure that no one is trying to keep too many chickens in too small of a space.

3.) **Distance from neighbors.** These laws often specify that your coop or pen must be at least a certain distance away (e.g., 20, 40, or 50 feet) from any neighbor's residence. A few of them also state that your coop should be a certain distance away from your neighbor's fence or property line. I have seen a handful of examples allowing you to keep them closer with the neighbor's consent.

4.) **No slaughtering.** A few laws prohibit any animal slaughter within city limits. For most of us, this should not be a problem, since we keep chickens for egg production only. If you need to end the life of an old hen and turn it into dinner, then maybe you could drive it out of town for this scene of the movie. I suppose no one would be likely to notice you beheading a chicken at night or in your garage, etc. (but this is just a casual observation, since I am not encouraging you to break any laws).

5.) **Larger number of chicks.** I have only seen a few examples of this concept, which can allow you to keep a larger number of chicks (than hens) for a limited amount of time. Once the chicks reach a certain age (e.g., four weeks), they are treated as adult birds, so any restrictions on

roosters or number of hens would kick in at that time. Presumably, you would sell or give away those that you do not need.

6.) **Sales restrictions.** A few cities have separate laws prohibiting the sale of homegrown produce within city limits. In California, both San Francisco and Oakland had such restrictions, but they were changed to accommodate community gardens and small urban farms. If you are planning to produce extra eggs and sell them, just take a close look at your local laws and make sure you would not be violating the letter of such a law (or that some stickler could not require you to get a sales permit before doing so).

Getting Your Law Changed

If your city's laws are too restrictive, get them changed. In San Carlos, California, there was a ban on backyard chickens until a fourth-grade girl convinced the city council to change the law. As part of a class project, she researched chicken laws in neighboring towns (all of which permitted some chickens) and lobbied city council members. In the end, she gained their unanimous approval for her proposal to allow people to keep up to four backyard hens. If a 9-10 year-old kid can get the law changed, so can you!

On the other hand, it is not always that easy. Some people trying to get laws changed have encountered stiff opposition. In 2007, a group of Chicago residents tried to get chickens *banned* in the city, though they failed with this and instead succeeded in inspiring an opposing group of chicken enthusiasts. Usually, opposition comes from a very small number of local residents, but these people can be quite vocal and well-organized.

In her book *City Chicks: Keeping Micro-Flocks of Laying Hens as Garden Helpers, Compost Makers, Bio-recyclers and Local Food Suppliers* (Good Earth Publications 2010), Patricia Foreman documents the steps she took to get her local laws changed in Lexington, Virginia. The book includes copies of letters written, including those written by one local resident who opposed having chickens in the city. If you conduct a video search on YouTube (for "chicken laws" or something similar), you will see that others have posted accounts of their experiences also.

In this age of social media, blogs, instant messaging, and instant videos, it is becoming much easier to share your story with others. This, in turn, can allow a few committed people to quickly mobilize other like-minded citizens to sign a petition, send an e-mail, or attend a city council meeting. As more city residents have turned to keeping backyard chickens in recent years, a lot more people have gained familiarity with this pursuit as friends, family members, or neighbors of chicken-keepers. This has blunted opposition even more, because people have realized that hens are pretty quiet and have no noticeable impact on the noise, smells, or flies in an area.

In order to make a good argument to change the law, you need to do four things. First, create a list of some solid arguments in support of your position. What are some good reasons for a city to allow chickens? The first two paragraphs of this booklet contain several reasons to keep chickens, but by writing them out yourself, you will learn, understand, and believe in these arguments. Second, make a list of possible arguments the opposition might make (e.g., noise,

in. You need to treat them with respect, listen to what they have to say, and slowly try to change their minds while also being ready to help them. How can you help them? Be being willing to compromise a little if this helps (e.g., start with fewer chickens, agree to build a taller fence, or try a three-month trial period and see how it goes). What you do not want to do is force the neighbor to an opposing side.

Imagine that there are two TV channels available in your area. You are watching the "reality" channel while your neighbor is stuck on the "seriously whacked out" channel. But do not criticize that person for mistaken beliefs or perspectives, because it will be counter-productive. If you need that point proven, I have a terrible relationship with one of my neighbors as a classic example of me messing this up.

What you need to do is talk to them on their level, knowing that they are watching the "seriously whacked out" channel. Don't accuse them of this, but help them to slowly turn their channel to the "reality" network. It takes time, patience in listening to their dumb ideas, and giving them some free eggs, to get that channel fully changed (or at least changed on the chicken issue, since they may still be whacked out about everything else!).

If your local laws allow you to keep chickens, and if you are complying with the laws, then at the end of the day, your neighbors have very little power. One source of power for them might be a local noise ordinance, which often sets a maximum level of noise that may occur. If your chickens are too loud, then this is something you should address with them anyway, but a local noise law could allow them to bring in the police or city enforcement officials to cause you more trouble.

In general, this is extremely unlikely. Most hens do not make that much noise. Roosters are the ones who crow (some crow at all hours, not just in the morning). Hens will crow when an egg is ready, and sometimes one will crow to 'protect' another hen who is laying (this is known as "cheerleading"), but most of them just cluck at low volumes. The hens who crow most tend to be the younger ones, and oftentimes this behavior disappears after a few months.

If you are following the law, then you have as much right to keep chickens as you do to keep dogs. Remember that, and deal with any objections with the same confidence as you would bring to a discussion about your dogs. Almost every neighbor around me has dogs and all of them are louder at some point in the day than my chickens (a fact which I would point out if anyone ever called the authorities on me).

Also, chickens are quite silent at night when people really need quiet. My chickens wake up around seven o'clock most days and eat before they lay, so if there is any laying noise, it usually happens later in the morning between about eight o'clock and noon. By that time, even on our "quiet" residential street, there are dogs, crows, leaf blowers, garbage trucks, and all manner of other ambient noise, and many neighbors are gone for the day already.

If I am home when I hear crowing, I will go out there and feed the loud bird some treats to keep her busy while her friend finishes laying. I also have tried the Pavlovian opposite of turning on a sprinkler hose, but that only made the poor bird more nervous. Unless your coop is very close to

smells, flies, public health, etc.). Roosters are noisy, hens are not, and especially many modern breeds are extremely quiet to the point where a neighbor will not even know they are there.

Smells and flies are barely existent when you use lots of bedding or mulch (leaves, straw, sawdust, or shredded paper) to cover the chicken poop. With public health, some people are worried about avian flu, but this disease has so far been largely restricted to people who work in large poultry operations in Southeast Asia and a few other places. If such a disease were to spread, an outbreak would be far more likely to take off in the factory-farmed chicken operations than in small backyard flocks. And you can continue yourself with the opposition arguments.

Third, to change the law, you need to be able to show how the current law is deficient and inadequate in meeting your needs. Here, it helps to have your mobilized group of neighbors and friends rally around you and present the common voice of the community in support of your position. Fourth, be ready to explain how the law should be changed. Conducting some research into other cities' laws is helpful, particularly those in the region where you live.

Your city board or council wants to keep up with the Joneses, and they do not want to be the only ones handling the chicken restriction in an archaic fashion when their local competitor towns have all joined the modern bandwagon. Print out copies of laws you like in other local cities and towns; present these to your local lawmakers so that they can have a blueprint for how to re-write the law in your town. Or, draft a new sample law yourself and present it to them, along with a petition full of signatures or a bag full of letters supporting you!

Lastly, I will mention that there are cities and towns with restrictive chicken-keeping ordinances that never enforce them. People in my area are supposed to trim their hedges at a certain height also, and no one ever does. City codes present someone's ideal vision of neighborhood planning and, unless an overzealous city inspector comes by or unless a neighbor calls you on something, you may be able to do things your way and have no trouble for many years.

On the other hand, would you spend extra money to invest in a larger coop if you knew the city could require you to keep fewer chickens? If you depend on a few bucks a month from selling extra eggs, what if someone were to take this away by pointing out that the law only lets you keep half that many chickens? Laws provide stability and predictability, which we sacrifice when we violate them. So if it is important to you to live within the law, get that law changed to accommodate your life.

Neighbors

Most neighbors are great and they love fresh eggs! Yet some neighbors can present the same kind of obstacles to chickens as a city, only on a smaller and closer scale. Most of them have never been around chickens, so they may have unfounded objections related to noise, smells, flies, or disease. These objections are based on mistaken assumptions, not reality. As mentioned above in the section on chicken laws, you can counter these objections with solid facts.

However, logic cannot convince some people, who would prefer to dwell in their own universe of misunderstanding and misinformation. This is where psychology and human relations come

your neighbor's residence or unless you get the luck of the draw with an unusually loud hen, you should be fine. And if there is no local noise law, your neighbor may just have to buy some earplugs to wear for 15 minutes in the mid-morning.

Before getting hens, I researched the topic of which chicken breeds are quietest. The consensus seems to be that some breeds tend to be quieter than others, but it is always possible to get the luck of the draw. Chickens are individuals and they each bring their own unique personalities. If you end up with that one loud hen, you may want to return it and exchange it for another. Based on my review of online forum postings about which chicken breeds are quietest (which is very anecdotal), the breeds mentioned most often as quiet were Ameracaunas (Easter Eggers), Australorps, Brahmas, Cochins, Delawares, and Red Stars.

For a more detailed overview of the best chicken breeds for backyards, please see my e-booklet entitled *Best Chicken Breeds*, which is available on Amazon.

One Last Thing: Dealing with Other Obstacles

I'd like to end this booklet by making one last point. As you journey into the world of raising chickens, you may encounter other urban obstacles, in which case you should consult others who may have faced similar issues. One great set of resources is the online forum sites mentioned in the Resources section at the end of this book, where many dedicated people volunteer their time to provide fellow users with important information. Also, ask around locally or run an online search to see if there is a group of poultry enthusiasts or backyard chicken keepers. Your local Master Gardener program, pet store, or veterinarian's office may be able to refer you to a local organization. There is nothing like having a mutual support network, whether it is local or online.

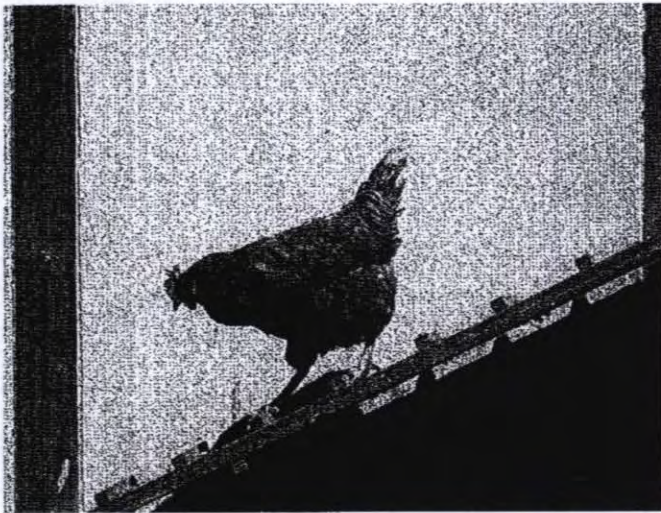
One challenge you will encounter in a small city yard is what to do with chicken waste (essentially, bedding material with manure in it). I sincerely hope you compost it, which is as simple as shoveling this waste material into a compost bin or tumbler, then letting it compost. There are many small bins and tumblers available for city dwellers, providing you with a way of recycling nutrients that is hygienic, rodent-proof, and nearly odor-free. Your local government may subsidize compost bins or worm bins for local residents, or else you can check online for some possibilities. Chicken manure compost works like magic on your garden. Since most of my writings are about fruit and vegetable gardening, you are welcome to browse my "Other Publications" section below if you would like to read more in that field.

Finally, another obstacle we encountered was homeowner's insurance. We obtained a low rate from an insurer who later dropped us from coverage by way of a letter. In the letter, the company stated that our policy was being dropped because there are "chickens on the property, which makes the risk unacceptable." Never mind that the previous week, in the next town over, a woman had been mauled to death by her own pit-bull. Dogs are OK, but just imagine the damage and havoc that a couple of five pound egg-laying hens could unleash! If it doesn't fit in their actuarial formulas, they can't handle it.

Under most states' laws, if this happens to you, the insurer must give you a reasonable notice period to find another carrier before you are dropped. We got a quote from a different company

with the same rate which never asked about chickens in their application. A few months later, we received a strange notice in the mail from the new company stating that their property inspection had revealed we had a *barn* on our property, and it asked us to inform them whether we had any saddle animals. We replied that we have no saddle animals, and since then we have not heard from them again. I am still not sure what kind of saddle animal would fit in a chicken coop the size of a large bathtub!

I wish you the best of success raising chickens. I think you will find it is lots of fun, very productive in terms of fresh eggs, and much less work than taking care of other pets (who often just eat and sleep!). Please utilize the resources in the next section to obtain anything you need online or find support for any issues that arise. Cluck cluck!



Resources

Learning About Chicken Breeds

The best resource is my e-booklet, *Best Chicken Breeds: 12 Types of Hens that Lay Lots of Eggs, Make Good Pets, and Fit in Small Yards (Plus Bonus: 5 Varieties of Exotic Poultry)*. This e-book download is available on Amazon.

Here are some other great resources on chicken breeds:

1. Henderson's Handy-Dandy Chicken Chart at Ithaca College provides an in-depth overview of more than 50 types of chickens. Presented alphabetically, the chart explains breed coloring, weight, and origins as well as egg color and productivity along with notes on brooding and behavior. For example, it will tell you that Naked Neck Turken Chickens were developed in Transylvania before 1700, they lay creamy white eggs with good productivity, and they tend to

be adaptable to confinement and easily handled. These are just the kinds of things an urban chicken keeper needs to know. <http://www.ithaca.edu/staff/jhenderson/chooks/chooks.html>

2. My Pet Chicken's Chicken Breeds list. Shows you pictures of each kind of chicken and lets you compare breeds on one page by egg color, productivity, and cold hardiness. This site also has a Breed Selection Tool, which allows you to specify which qualities are most important to you (such as cold hardiness or docile nature) and it returns you the top choices based on the criteria you set. To use this selector, click on "Breed Selection Tool" in the Free Tools menu on the left side of the page. <http://www.mypetchicken.com/chicken-breeds/breed-list.aspx>

3. The magazine Mother Earth News surveyed its readers about the best backyard chicken breeds based on several factors. Their top choices were Rhode Island Whites (not Reds), Plymouth Rocks, Orpingtons, Australorps, and New Hampshires. I should add that the readers of this magazine tend to prefer heritage and heirloom varieties of all things and that most of them live in rural areas. So if there is a modern mixed breed that has some attributes important to city folks (relatively quiet nature and able to handle some confinement, such as an Easter Egger or Red Star), it might not make this list. Here is the article, which otherwise is excellent. <http://www.motherearthnews.com/Sustainable-Farming/Best-Chicken-Breeds-For-Backyard-Flocks.aspx>

Getting Chickens

1. Local Pullets. If you are buying pullets (young hens almost ready to lay), then it is best to look locally first. Try your regional Craigslist site, and look under the "For Sale" category for the "Farm+Garden" link and local classified ads. You can try a key word search for "chickens" or "hens" or "pullets" or "chicks" too. Alternatively, ask at your local farm supply or feed store, which may sell chickens or know who else does. Or you can post your own ad on here explaining what you are looking for, using a blind e-mail address. You never quite know what you are getting from a classified site, but most people (though not all) are honest and good. www.craigslist.org

2. Buy/Sell/Trade/Free. Some online poultry forums have organized threads for sales and barter. One good one is Chicken Chatter, which has a forum called Buy/Sell/Trade/Free. Last time I looked on there, one poster was selling hatching eggs for several varieties for \$8-24, depending on the breed, while someone else was trying to find some French Copper Marans chicks (Copper Marans are famous for laying the most beautiful dark chocolate-colored eggs with a tint of copper). <http://www.chickenchatter.org>

3. Hatchery Chicks or Eggs. Try to find one in your area of the country, please, as chicks or eggs are shipped to you by mail or other carrier. Most hatcheries have order size minimums. Examples are McMurray Hatchery in Iowa, <http://www.mcmurrayhatchery.com>, Mt. Healthy Hatchery in Ohio <http://www.mthealthy.com/>, and Ideal Poultry in Texas <http://www.ideal-poultry.com/>. I do not have experience ordering from hatcheries and therefore I cannot endorse any of these places. Here is a directory of many more, sorted by online popularity. <http://www.top20sites.com/Top-Poultry-Hatcheries-Sites>

4. Egg Farms. I once came across an online posting where someone reported that he/she had obtained some laying hens from a local egg farm. This was a local free range farm, not a cruel egg factory. After a certain point, these folks may not want to keep the chickens anymore, even if they are barely past egg laying prime and still have a year or two of decent production left. Local egg farms often sell at farmers markets; ask if they have any extra hens to give away.

Chicken Coops and Supplies

1. DIY Coop Designs to Build Yourself. Do not pay for Coop Plans. The Backyard Chickens site has literally thousands of user-submitted designs, complete with pictures, materials lists, and schematic plans. What a wonderful resource! Go to the site and click on "Coops".
<http://www.backyardchickens.com>

2. Local Builders. Try an online Google or Yahoo search specific to your location (for example, "chicken coop seattle"). You should find some local builders. Ordering a ready-made coop from very far away incurs some huge shipping costs (often more costly than the coop itself), so local is best if you can pick up the coop or have it delivered in your area. A general "chicken coops"-type search will yield some interesting results, too. Of course, these vary greatly in quality and price.

3. Local Classified Ads. Check out the classified ads on your regional Craigslist. Beware that some people have been ripped off by "sellers" on this site, so it is best to meet the person and see an example coop before you send money to a stranger. But it offers the possibility of finding a good local craftsman who can make you an affordable coop...or someone giving away a used version. www.craigslist.org

4. Your Local Pet Store, Feed Store, or Hardware store may stock some coop models. They are likely to be the mass-marketed pre-fabricated coops made from the cheapest possible materials. These are not as strong as hand-crafted versions, but can get you started adequately. Just be aware that you may need to replace the latch when it breaks, add another coat of wood stain to get it through the winter, put in few more screws to strengthen the coop against predators, and that sort of thing. Here is an example of one line of pre-fab coops: <http://www.waremfinc.com>.

5. eBay. When in doubt, see what's on eBay. You never know what you'll find. www.ebay.com

Excellent Books for Deeper Knowledge about Raising Chickens

1. *Storey's Guide to Raising Chickens* by Gail Damerow (Storey Publishing 2010). This is the only in-depth book on chickens you will ever need. It is simple to follow, comprehensive, and an excellent resource for all. The author has written several other books on chickens and larger livestock.

2. *Raising Chickens for Dummies* by Kimberley Willis and Rob Ludlow (For Dummies 2009). I know you're not a dummy. Written by two knowledgeable people, this is a concise, no nonsense overview of everything you really need to know.

- Best Breeds: 12 types of hens that lay lots of eggs, have friendly and calm temperaments, and fit in city backyards
- Bonus: 5 Exotic Poultry Chicken Breeds for backyards: wait 'till you see these!
- Resources Section: Links to additional information on chicken breeds, plus where to obtain your chickens

Thinking about getting chickens? Not sure what kind is best? If you're ready to learn which types of hens lay lots of eggs on a regular basis, make good pets, and fit happily in small sized yards, you've come to the right place. This e-booklet, which is a companion to R.J. Ruppenthal's *Backyard Chickens for Beginners: Getting the Best Chickens, Choosing Coops, Feeding and Care, and Beating City Chicken Laws*, provides you with information on 12 types of chickens which are best suited for a small back yard flock. Also included is a bonus chapter covering 5 Exotic Poultry Chicken Breeds which are also suitable for backyards. If you've never seen a bird that looks like a chicken crossed with a turkey, another one with a head resembling a feather duster, a third that looks more like a rabbit than a chicken, a hen that lays dark chocolate brown eggs, and a one pound chicken 6-12 inches tall that people keep as an indoor pet, then prepare to meet some new friends! Amazingly, each of these has a friendly personality and all can make good pets.

There's a lot of free information online about different kinds of chickens. It's great to have this available, but sorting through it can take a lot of time. When I decided to get chickens, I spent many hours researching different chicken breeds in books and on the Internet. At the time, I had a small yard in the city. The only thing I knew about chickens was that the hens lay the eggs and the roosters make most of the noise!

From my research, I learned that there are as many as 175 different kinds of chickens in the world. However, only 12 chicken breeds met my criteria, which were:

- Regular and prolific egg layers
- Comfortable in an enclosed coop and run area
- Preferably, not too loud
- Friendly around people

It would take you at least two or three hours just to find this information, even before you sort through, read, and analyze it. You can find it all in this short e-booklet, which makes a great supplement to this book.

2. How to Grow Potatoes: Planting and Harvesting Organic Food From Your Patio, Rooftop, Balcony, or Backyard Garden

Perfect beginners guide to growing potatoes. This booklet explains how to plant and grow organic potatoes for food in the home garden. Recommended for backyard gardeners and container gardeners with small city-sized yards, patios, balconies, decks, and rooftops.

- Why Grow Potatoes? Six Great Reasons
- Different Kinds of Potatoes (and Where to Get Them)
- Growing in Containers, Raised Beds, and Traditional Rows

3. *City Chicks: Keeping Micro-Flocks of Laying Hens as Garden Helpers, Compost Makers, Bio-recyclers and Local Food Suppliers* by Patricia Foreman (Good Earth Publications 2010). This wonderful book provides a healthy perspective on the synergies between gardening and keeping chickens. As a backyard chicken keeper and gardening author, I thought I knew a few things, but I learned a great deal from reading this book.

Getting Your Questions Answered

1. The Backyard Chickens site has a great Internet forum for chicken lovers. As with the other forums below, this is largely a caring community of folks who are happy to share their wisdom and expertise. You can search through many thousands of posts using keywords to answer your questions, or you can pose a new question in the forums. For example, you might have a question like "I want to get chickens, but the coop would be right behind my neighbor's house. Which kinds of chickens are quietest?" Try a keyword search of the forums for "quietest chickens" and you will be well rewarded. This site sells coops and supplies, too.

<http://www.backyardchickens.com/>

2. PoultryOne is another helpful forum for getting questions answered. This is organized into several specific forums. There is a general chicken raising forum on the site called "The Chicken Coop" as well as more specialized choices like "The Incubator" (with chick hatching discussions) and "The Chicken Hospital" where problems caused by predators and diseases are covered.

<http://poultrycommunity.com>

3. The Poultry Keeper site has a good forum, too. It is based in Britain. They have a particularly active poultry trading thread, which I got excited about until I realized the prices were in pounds sterling and the members trading eggs were 5,000 miles away. Great information on here for everyone, though.

<http://forums.thepoultrykeeper.co.uk/index.php>

My Other Publications

(All are available on Amazon.com)

1. *Best Chicken Breeds: 12 Types of Hens that Lay Lots of Eggs, Make Good Pets, and Fit in Small Yards (Plus Bonus: 5 Varieties of Exotic Poultry)*

Overview of the best chicken breeds for backyards, including full color pictures of each type. Learn which types of hens lay the most eggs, have friendly and calm personalities, and fit well in small city back yards.

Topics Include:

- How This Information Can Help You
- Rainbow Eggs: White, Blue, Green, Dark Chocolate Brown, and More
- Importance of Hatching Eggs and Handling Chicks Early
- Each Chicken is an Individual



Stuart considering backyard, urban chickens

BY: Lisa Broadt

POSTED: 7:49 PM, Apr 7, 2015

UPDATED: 3:04 PM, Apr 17, 2015

TAG: our growth and development (/topic/our+growth+and+development) | stuart (/topic/stuart) | our property values (/topic/our+property+values) | shaping our future (/topic/shaping+our+future)

Editors note: *This story has been changed from the original. Stuart would be the second Treasure Coast Community to allow chickens. The city of Sebastian allows two chickens per lot.*

STUART — City officials are hatching a plan for greener, more sustainable living: allowing backyard chickens within city limits.

Stuart would be the second Treasure Coast community to welcome urban fowl, though dozens of other Florida cities have embraced downtown chickens, and egg production, as a way to create more resilient, diverse and affordable local food production. The city of Sebastian allows two chickens per lot.

Stuart could see similar success, according to Jackie Vitale, part-owner of Ground Floor Farm, an urban farm which opened earlier this year on Martin Luther King Jr. Boulevard.

“It would be an easy way for families to get started on a more sustainable lifestyle,” Vitale said. “We know a lot of people who are interested.”

Chicken-keeping also could help give rise to a greener generation, according to University of Florida extension office agent Fred Burkey, whose grandchildren raised chickens in an urban setting outside the city limits.

"They would get up and care for the chickens. They named them and held chicken funerals when they died," Burkey said. "They were learning farming responsibilities, just in an urban setting."

But the idea of introducing chickens is still in its earliest stages, and would require the city to address challenges that chickens could bring, including noise and smell, according to City Manager Paul Nicoletti.

"We're looking to see if it makes sense for the city," he said. "We're trying to be progressive but do things that fit in well with the community."

Andrew Malone, a Melbourne farmer, says the most common question from first-time urban chicken buyers isn't about appropriate feed or coop size — or any kind of chicken care at all.

"They want to know what their municipal law is and can they have chickens," said Malone, owner of Funky Chicken Farms.

Since 2011, when Gov. Rick Scott did away with Florida's 1985 Growth Management Act, local governments have had increased control over development policies, including backyard chickens. City regulations vary widely.

West Palm Beach, Fort Lauderdale, Jupiter and Vero Beach ban chickens. Port St. Lucie shot down a chicken resolution four years ago, though the city continues to bust "quite a few," illegal operations, according to Todd Wallace, animal-control supervisor.

Most Florida cities that allow chickens do so with certain restrictions, such as allowing only a certain number of birds. Usually, the maximum is around six.

Melbourne allows chickens but requires a permit, prohibits roosters and requires appropriate housing.

"Chickens could run around in your backyard but not your neighborhood," said Cheryl Mall, spokeswoman. "(The city) wants to see a coop, kept clean and not smelly, that observes appropriate setbacks. It can't be right on the road."

Restrictions like Melbourne's and careful regulation would be key to successfully introducing chickens into Stuart.

"They need to be caged, and there would need to be a rooster ban," Burkey said. "I definitely would have a problem if a rooster crowing at 4 or 5 o'clock in the morning woke me up."

Vitale agrees roosters should be banned, but says smell is unlikely to be a factor, as long as owners clean up after their birds.

Small-scale chicken farming — four or five birds — would lack the smell people associate with hundreds of chickens packed into large factory farms, she said.

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Zaimarie De Guzman: Solution for urban chickens can be found in our backyard

BY: Zaimarie De Guzman (mailto:zaimarie.deguzman@tcpalm.com)

POSTED: 1:54 PM, Apr 24, 2015

UPDATED: 10:46 AM, Apr 28, 2015

TAG: martin county (/topic/martin+county) | indian river county (/topic/indian+river+county) | zaimarie de guzman (/topic/zaimarie+de+guzman) | shaping our future (/topic/shaping+our+future) | port st lucie (/topic/port+st+lucie)

Greg Sapp and Dona Corbett's four babies live in their backyard.

They're about 2½ years old with golden feathers and, occasionally, Beatrix, Pearl, Hazel and Fiona cluck softly as they're running after each other.

Originally bought for egg production, the hens quickly became part of the Sapp and Corbett family, who are permitted to have backyard chickens in Martin County because they live on a lot zoned for agriculture.

By summer, though, Stuart commissioners are expected to decide whether city residents should be allowed to have backyard chickens (http://www.tcpalm.com/franchise/shaping-our-future/stuart-considering-backyard-urban-chickens_22858616), too. If they vote yes, which City Manager Paul Nicoletti thinks is likely, Port St. Lucie officials will be taking note. Mayor Greg Oravec said he is interested in seeing if backyard chickens would be as beneficial locally as they're cracked up to be for a more sustainable lifestyle.

Proof that they are is only a few miles away, in the city of Sebastian.

(<http://www.tcpalm.com/galleries/martin-county-resident-says-his-backyard-chickens-provide-food-affection>)

For three decades, the Indian River County municipality has been the only Treasure Coast community to allow fowl in residential areas. The ordinance

See our photo gallery

(<http://www.tcpalm.com/galleries/martin-county-resident-says-his-backyard-chickens-provide-food-affection>)

permits two chickens (including roosters) per lot, as long as they are in an enclosure.

"I get a lot more phone calls from people inquiring about how to have chickens than I get complaints about them," said Susan Lorusso, clerk for Sebastian code enforcement. "Last week, I got one complaint because a rooster was being loud. I'll go several months before I get another complaint. Chickens are not a problem here."

Just in the past six months, Lorusso said, the phone calls from people asking about the requirements for backyard chickens have doubled as the farm-to-table trend continues to grow.

Although Sebastian doesn't keep track of how many of its residents have chickens, Andrew Malone, co-owner of the Funky Chicken Farm in Melbourne, said most of his customers come from Indian River County.

"They come in saying, 'Hey, I want my own eggs. I don't want to buy the store-bought eggs that come from chickens that might be fed certain food or are treated bad,'" the farmer said. "And I'm all for chickens, but I think cities need to set rules and make sure people know the responsibilities that come with this."

For example, feeding one chicken may cost about \$52 a year, he said. The chickens need to be housed in a completely enclosed coop that is secure and will keep predators out. Upkeep of the coop is a must, too, because it can get smelly quickly.

As for roosters, Malone said, they should definitely be kept out of cities because of noise concerns — hens rarely are loud. A common misconception is that hens need roosters to produce eggs, but most hens lay an egg daily for several years depending on its diet, environment and type.

Some cities in California and New York are having a hard time coping with hundreds of chickens being dropped off at animal shelters when they no longer can produce eggs. But at the Humane Society of Vero Beach and Indian River County, it hasn't been a big issue. The shelter gets about 20 chickens a year.

"The people who drop them off just say they can't keep them anymore, and it's mostly around Easter time when people are giving them as gifts," said Ilka Daniel, director of animal protective services. "I think most of the people who are keeping backyard chickens for eggs either send them somewhere to get slaughtered when they're done producing eggs, or they keep them as pets."

The latter is what Jan and Shane Styron, of Sebastian, plan to do when their hens become too old to lay any more eggs.

"We would keep them. We're attached to them," said Shane Styron, who with his wife has had backyard chickens for 10 years.

"I've never seen a problem with chickens in Sebastian — never seen them roaming in the streets ... and I haven't gotten any complaints about ours," Styron added.

"Actually, our neighbor liked our chickens so much, she got some of her own."

None of that flies with Arlene Brown, a 67-year-old former Realtor who lives in Jensen Beach. Brown has been vocally against backyard chickens since Port St. Lucie considered the issue in 2011.

"I don't care if they're for sustainability or pets, chickens belong in farms," Brown said. "They're not good for property values. A lot of people don't want to live next door to a pecking chicken."

But it's obvious Brown is in the minority.

"We've gotten so much positive feedback on the whole issue — I haven't heard one person say no," Nicoletti said. "I think there are some concerns to address, like making sure the number of hens is limited, and the hen structures aren't too close to property lines and that chickens aren't allowed to run free through neighborhoods. But once we tackle those issues, I think the rest will be pretty simple."

It looks like chickens, after all, just might be coming home to roost in Stuart.

Zaimarie De Guzman is a columnist for Treasure Coast Newspapers. Contact her at zaimarie.deguzman@tcpalm.com or 772-223-4741.

POLL |

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Poll: Backyard chickens in urban areas?

POSTED: 4:07 PM, Apr 9, 2015

UPDATED: 11:36 AM, Apr 12, 2015

The city of Stuart could become the first Treasure Coast municipality to allow backyard chickens within city limits (http://www.tcpalm.com/franchise/shaping-our-future/stuart-considering-backyard-urban-chickens_22858616).

POLL |

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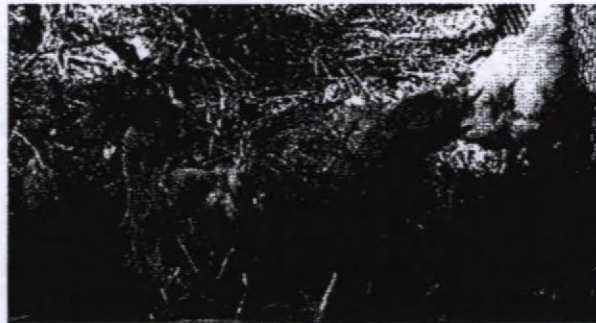
TCPalm

April 8 at 12:00pm · Edited ·

If approved, Stuart would welcome backyard chickens within city limits.
If given the opportunity, would you keep chickens?
#TCPalmFuture

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Stuart considering backyard, urban chickens

Find out more about the birds that could live in Stuart backyards.

TCPALM.COM | BY LISA BROADT

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Sarah Crowther Gosney, Sharon Verbeeck, Vitor Manuel Vaz and 251 others like this.

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Barbara Guettler What kind of UGLY chicken is in this pic? (I my cluck clucks)

2 · April 8 at 1:01pm



TCPalm HAHA! Barbara, Reader Diane Rexroad Haines sent in the picture of her unusual naked neck chickens in Tropical Farms in Stuart in 2013. She said they are good chickens for our hot Florida climate.

1 · April 9 at 7:26am

[View more replies](#)



Mark LifeGuard Peterson It might be a new thing in Martin county, but here in Fort Pierce (also on the Treasure Coast), backyard chickens have been around for years... I have been in Fort Pierce since 2000 and there were backyard chickens here back then. I have a friend tha... See More

5 · April 8 at 12:51pm



TCPalm Special exemption permits are available in Fort Pierce, so yes, some folks do have chickens!

2 · April 8 at 1:08pm



Steve Hailis Vero Beach already allows 2 hens per household. Get your story straight

5 · April 8 at 12:20pm



TCPalm Steve, our reporter was told by the city that chickens are not allowed within city limits.

2 · April 8 at 1:21pm

[View more replies](#)



Susan Waters We keep chickens (and roosters) in Brooklyn.

1 · April 8 at 9:18pm



Susan Rudolph I think it would be great. The eggs are a good source of protein and kids just love to be around chickens. I am for it.

2 · April 8 at 6:58pm



Chelsea Caldwell Like this!

1 · April 8 at 1:18pm



Trina H. Belzer Jacobs Absolutely, I was raised on a farm, they are great pets to have.

1 · April 8 at 3:15pm



Deb Domin Yes. Free range. Fresh eggs!!!!!! And they're kinda cute too!

7 · April 8 at 1:10pm



Mary Willer This is way cool and yes I would keep chickens.

6 · April 8 at 12:30pm

-  **Jay Mollinuevo** City of PSL needs to relax their rules. We would love to. And not all neighbors hate those with chickens. Bless them with eggs.
7 · April 8 at 1:07pm
-  **Pam Cooper** I would, fresh eggs from backyard chickens are so much better than eggs from the corporate coops sold in stores.
7 · April 8 at 1:23pm
-  **Cat Miller** I had no roosters though. Didn't want to piss off neighbors. Lots of eggs though.
6 · April 8 at 12:39pm
-  **Susan Meyer** Wish PSL would consider it...no roosters but a couple hens would be cool
6 · April 8 at 12:47pm
-  **Merrill Kearney** In Fredericton NB the city allows no more than five chickens in a backyard and I have heard of no problems. Teaches young children a lot about where there food comes from etc.
5 · April 8 at 1:27pm
-  **Sharyn Eggert** Cerniglia Chickens yes, roosters no.
4 · April 8 at 1:24pm
-  **Zachary Loveday** Those of us in PSL need to contact our elected officials and get to have chickens here!
4 · April 8 at 2:16pm
-  **Pauline Schech** Saternow People keeping chickens, fine; roosters - NO. That's all the community needs - planes, trains, outdoor music and crowing roosters - NO
4 · April 8 at 12:43pm · Edited
- 1 Reply
-  **Melinda Sullivan** I want chickens but I'm in PSL
2 · April 8 at 2:08pm
-  **France Salvador** I want chickens!!
1 · April 8 at 2:34pm
-  **June Taylor** Brown Yes, why not.
1 · April 8 at 12:13pm
-  **Rita Sloan** -dobson Always had chickens growing up in pompano fl. Love to hear the roosters crowing!
1 · April 8 at 12:25pm
-  **Rebeccaand Keith** Raymond Wish pls would let is
1 · April 8 at 1:25pm
-  **Jera Converse** Jarvis I have chickens, love them, & have never had a problem with neighbors being upset.
1 · April 8 at 12:46pm
- 2 Replies
-  **Donald C Hudson Jr** Keep them illegally already.
1 · April 8 at 12:51pm
-  **Cupcup Onmain** Yes! And they get rid of so many insects
4 · April 8 at 12:45pm
-  **Natalie Johns** Yes yes yes
April 8 at 7:26pm
-  **Lola Tortola** No and I do not want them living next to me.
April 9 at 9:49am
-  **Ivy Almada** Youre neighbours hate that you keep chickens.
April 8 at 12:43pm
-  **Ava Willson-Stewart** Yes, I look forward to it. Poor choice of birds for the photo, though.
April 9 at 1:42pm
-  **Margie Reed** Krotzer Oh that's right---we don't live in Stuart!
April 9 at 2:06pm
-  **Paulette Rakes** Skidmore NO Way
April 8 at 1:43pm
-  **Tanya Goldsmith** I do, and ducks too in Indian River County.
April 8 at 1:59pm
-  **Sheila Cottle** Someone has one in the neighborhood its ok with me because I beat him getting up in the morning. Ha ha but true
April 8 at 3:35pm
-  **Jose LucyAnn** Roy-Dela Paz YES!!
April 8 at 2:57pm
-  **Cheryl Altiero** Kazalunas Oh come on... really?
April 8 at 1:27pm
-  **Ralph Panetta** More Chicken Parmigiana
April 8 at 3:12pm
-  **Kimberly Chase** Falsey I want sheep. That way I don't have to mow my yard
April 9 at 6:34pm

-  **Stephanie West Dixon** I am not a subscriber so I can't read the entire article.
April 8 at 1:48pm
-  **Stephanie West Dixon** LOVE IT! Chickens are awesome!
But what if you live in Stuart but not with the city limits????
April 8 at 1:45pm
- 2 Replies
-  **Michelle Seymour** Have had chickens for 2yrs now and I love it!
April 8 at 6:25pm
-  **Mika Roberts** Yes
April 8 at 12:31pm
-  **GRegina McCloskey** Key West!e!
April 8 at 12:46pm
-  **John Arias** Ready!!!!
April 8 at 12:41pm
-  **Jennifer Hart** Yes! Roosters might bother some folks where the houses are close together, but free eggs could hush any anger. Im in!
April 8 at 1:49pm
- 1 Reply
-  **Stephanie Voeller** Yes I Had been thinking about this already
April 8 at 12:52pm
-  **Cass Rich** Absolutely, nothing wrong with fresh eggs
1 · April 8 at 1:55pm
-  **Heather Gzp** I'm in Stuart and everyone has chickens and roosters here.I don't mind at all
April 8 at 1:16pm
-  **Sharon Verbeeck** Of course I would.
April 10 at 2:57pm
-  **Maria Janik Haslam** I grew up on the farm & love having some chickens
April 8 at 1:19pm
-  **Cat Miller** I did for a couple years. Was fun.
April 8 at 12:38pm

[View more comments](#)

Evan Beaver Won't Chicken Out: Martin County Youth Seeks Zoning Changes

BY: Lorrie Lindsey

POSTED: 2:41 PM, Mar 18, 2015

TAG: martin county ugc (/topic/martin+county+ugc)

STUART — In upscale neighborhoods across the country raising chickens has become fashionable and accepted, but in one rural residential neighborhood in south Martin County, Evan Beaver, 14, is breaking the law by having chickens as pets in his backyard.

On Jan. 20, Evan's family received a notice that they were in violation of Martin County Code Section 3.206A that includes chickens with cows, pigs, sheep, horses and goats as animals not considered pets and illegal to keep in backyards.

The Murray Middle School student is fighting to keep chickens, a hobby he learned from his deceased grandfather.

"I remember some advice he gave me once, 'if you believe in something, be a leader for the cause.' " Evan said. "So I am going try to get the code changed."

Sure Speckles, Sunshine, Millie and Daisy lay eggs, but they are much

than more than a food source.

"They've become family pets that Evans takes care of and cares about," Lorrie Lindsey, Evan's mother said. "He earned the money himself to buy the chickens and take care of them. He has been responsible for them since the first day he got them."

Evan and his family have until April 10 to get the County to reconsider the ordinance.

"If they won't change the ordinance, I need to find a good home for my chickens," Evan said.

Evan takes flying lessons, played Little League Baseball for eight years, is getting ready to begin his Eagle Scout project and wants to join ROTC and Future Farmers of America next year.

The city of Orlando and Hernando County have programs that allow chickens in residential neighborhoods that could be models for Martin County. For more information, contact Lorrie Lindsey at 772-214-6258 or LorrieL3@hotmail.com

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Anthony Westbury: Chicken ladies all a-squawk about PSL livestock law

BY: Anthony Westbury

POSTED: 5:17 PM, Apr 27, 2011

TAG: st. lucie county (/topic/st.+lucie+county) | news (/topic/news) | anthony westbury (/topic/anthony+westbury)

Brenda Richardson of Port St. Lucie has a bumper sticker that reads, "Wherever chickens are outlawed, only outlaws will have chickens."

She's feeling like an outlaw herself lately after a visit from a city animal control officer April 9.

Richardson lives on a half-acre lot just off Darwin Boulevard in the southwestern part of the city. An avid gardener and vegetarian, she began keeping a few chickens in 2006.

"The eggs supply me with my main source of protein, other than beans," she explained.

Richardson is very careful about what she and her "girls" eat, so she buys grains and food for the chickens at local health food stores; even their water is filtered.

But the city of PSL has warned Richardson to get rid of her chickens because it's illegal to keep livestock within city limits.

That doesn't sit well with Richardson.

"It's OK to have pot-bellied pigs, but not chickens?"

Risa, Red, Pretty Boy (who's actually a girl), Renegade and Mama are more like pets than farm animals, yet City Ordinance 92.05(C) prohibits them from living within city limits. Fort Pierce has a similar ordinance, yet efforts there to eradicate chickens from city streets have not exactly been a rousing success.

Richardson believes PSL should update its regulations.

More and more urban dwellers all over the country these days want to ensure the food they eat is pure, devoid of growth hormones or harmful chemicals. Many cities have scrapped laws that restrict agricultural activities to reflect these "green" lifestyle changes.

Richardson says she was told by a city councilwoman that the city couldn't change its laws "just for a few people."

So she's trying to prove there are a lot of her fellow residents who feel the way she does. She has an online petition (currently sporting more than 110 signatures) that seeks to change Ordinance No. 92.05(C).

Several nearby residents also keep a few chickens.

Christine Rodriguez lives a couple of blocks away and has eight chickens on her property. She, her husband and three children moved here in February from Royal Palm Beach because "we wanted more land and more freedom."

"I saw an ad on Craigslist for free chicks, so I went to the feed store and before I knew it I was a chicken owner," Rodriguez recalled. So far, Rodriguez said she hasn't received a visit from the city.

Richardson and Rodriguez list all the benefits to backyard chicken ownership: fresh, safe food; extremely fertile manure to grow other food crops. Her hens also eat bugs and keep the spider and beetle populations under control, Rodriguez said.

Richardson was given until April 13 to get rid of "her girls." If she doesn't she could

face legal action. So far, she's heard nothing further from the city.

"What is so wrong about having chickens?" she wants to know. "Go look for grow houses and leave me alone. Port St. Lucie needs to get with the program."

Other Florida cities have been doing just that.

In February, the city of Sarasota revised a city ordinance to allow up to four chickens (no roosters) per residence as long as the coop is sited well away from neighbors and no sales of eggs are allowed on the premises. An action group called Sarasota CLUCK (Citizens Lobbying for Urban Chicken Keeping) campaigned for 18 months to achieve the change. The new ordinance includes a three-year probationary period to see if allowing backyard chickens causes any problems.

Richardson has formed her own Port St. Lucie CLUCK group and is hoping to get on a City Council agenda within the next few weeks to plead her case.

A similar effort is under way in Fort Pierce, headed up by Tri-County Feed store owner Ronnie Nix of White City.

We need to cut these chicken ladies of St. Lucie County some slack. We pride ourselves on being "green," yet our law books contain arcane rules that try to keep agriculture and residential areas completely separate. Other Florida communities including Miami, parts of Orlando, Dunedin, Largo and St. Petersburg have updated their laws without ruffling citizens' feathers. We should at least take a look at doing the same thing.

Perhaps it's time for PSL residents to make a real squawk about this.

Anthony Westbury is a columnist for Scripps Treasure Coast Newspapers. This column reflects his opinion. For more on St. Lucie County topics, follow his blog at tcpalm.com/westbury. Contact him at (772) 409-1320 or anthony.westbury@scripps.com (<mailto:anthony.westbury@scripps.com>).

Make your chicken-scratch mark:

If you agree that Port St. Lucie Ordinance 92.05(C) needs amending, you can sign the Port St. Lucie CLUCK petition atpetitiononline.com/mod_perl/signed.cgi?pluck&1.

To check out the Sarasota campaign and general chicken-rearing information, go to <http://sarasotacluck.blogspot.com>.

Anthony Westbury: Backyard chickens not so over-easy in Port St. Lucie

BY: Anthony Westbury

POSTED: 1:32 PM, Jun 11, 2011

TAG: st. lucie county (/topic/st.+lucie+county) | news (/topic/news) | anthony westbury (/topic/anthony+westbury) | greg oravec (/topic/greg+oravec) | michelle berger (/topic/michelle+berger)

They're doing it in New York, Chicago, Miami, Tampa and Orlando. Yet allowing residents to rear chickens in residential areas may not fly in Port St. Lucie.

Since a small group of urban agriculture enthusiasts formed a group called Port St. Lucie C.L.U.C.K. (Citizens Lobbying for Urban Chicken Keeping), the issue has been on the front burner in the City for All Ages.

Brenda Richardson, who was cited by city code enforcement officials in April for keeping hens in her back yard, formed the group with the intent of changing the city's laws.

Port St. Lucie City Ordinance 92-05 currently prohibits all farm animals in residential areas of the city. The list of no-no beasts includes large horses, donkeys, cattle, swine, sheep, chickens, geese, goats, bees or any animal considered to be a farm animal.

Yet Richardson doesn't agree her hens are farm animals; to her, they are pets. She's also convinced Ordinance 92-05 is out of date in an increasingly green world.

Richardson is a vegetarian and while she'd never consider eating her chickens for meat, she appreciates her flock of five both for their fresh eggs and their companionship. She has names for all of them and cuddles with "her girls" as often as possible.

Richardson's vision of chickens isn't shared by everyone.

Arlene Brown, a former Realtor who is co-owner of a Port St. Lucie title company, has lived in the city for 30 years. She says she's a NIMBY — Not in My Back Yard.

Brown spoke at the May 23 City Council meeting to denounce the whole urban chicken idea.

"If one person is allowed to do this, then soon the whole neighborhood will have chickens," she said, "and we'll all be enduring the sights, smells and sounds. This is a city, not agricultural land. Chickens belong on a farm, they're not pets. Once people get chickens then they'll want goats, sheep. Open the door and there's no closing it."

Brown says she speaks from experience. She grew up in the city of Portsmouth, Va. and neighbors on either side of her kept chickens. People would throw scraps of waste food into the chicken pens, which Brown called "gross."

She's also concerned that allowing chickens within city limits will encourage natural predators such as raccoons, armadillos and bobcats into back yards.

City staff has done quite a bit of research into the chicken issue over the last year or so, Deputy City Manager Greg Oravec told me.

The Neighborhood Services Department surveyed the 21 most populated cities in Florida to see what regulations, if any, they had pertaining to chicken keeping. Staff also looked at other Treasure Coast municipalities, and out of 28 cities and counties studied, found that 19 do not allow chickens in residential zoning districts. No neighboring Treasure Coast cities allow urban chickens, the report said.

Oravec did note, however, that of the places which have amended their laws to allow chickens, none has publicly registered any regrets.

Cedar Rapids, Iowa is one such example.

An April story in the Cedar Rapids Gazette began with the immortal line: "Months after the end of a hard-boiled battle over backyard chickens, it's as if no one gives a cluck."

Members of Cedar Rapids Citizens for the Legalization of Urban Chickens (CR-CLUCK) worked for a year before the City Council passed an ordinance last summer that allows up to six hens per household.

Since then, according to Matt Widner, the Cedar Rapids building official in charge of issuing permits for homeowners to keep hens, said "This has been one of the least active ordinances I've ever seen."

There have been no odor complaints, no flocks of chickens roaming the streets, and only a handful of complaints about noise, Widner told the newspaper. "We're talking about six complaints out of a city of 128,000," he said.

PSL officials, though, don't seem to want to peck off more than they can chew.

Oravec said an informal tally of calls into City Hall has those opposed to changing the ordinance out-squawking the chicken lovers by a 7-to-1 margin.

Councilwoman Michelle Berger is sympathetic in principle to backyard chickens, but appreciates the concerns many citizens have expressed.

"For the most part, people don't feel (chickens) belong in the city. They are sympathetic to alternative lifestyles in theory, but they don't want it next door to them," she said.

The chicken issue is scheduled to be discussed at the City Council's June 23 meeting. Expect plenty of chicken ladies dressed in bright yellow T-shirts to lobby for a change in the law.

Berger had an interesting suggestion. "There's plenty of agricultural land in the county outside city limits. Maybe someone could rent out coop space for others to keep their chickens there. Maybe it could be an economic opportunity for someone."

Maybe. We're always looking for new ways to make agriculture viable in St. Lucie County, and maybe chicken-sitting could be one answer.

Anthony Westbury is a columnist for Scripps Treasure Coast Newspapers. This column reflects his opinion. For more in St. Lucie County topics, follow his blog at tcpalm.com/westbury. Contact him at (772) 409-1320 or anthony.westbury@scripps.com (<mailto:anthony.westbury@scripps.com>).